



City of Farmers Branch

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

Meeting Agenda - Final

City Council

Tuesday, September 6, 2016

6:00 PM

Council Chambers

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

A. STUDY SESSION

- A.1 [16-230](#) Discuss regular City Council meeting agenda items.
- A.2 [16-220](#) Receive a presentation from PYRO Brand Development on the creative vision for the City's Destination Marketing campaign.
- A.3 [16-234](#) Receive an update regarding the Mandatory Crime Reduction Program for Apartment Complexes.
- A.4 [TMP-1796](#) Discuss the City Manager's balanced budget and organizational funding requests related to the adoption of the Farmers Branch 2016-17 fiscal year budget.
- A.5 [16-231](#) Discuss agenda items for future City Council meetings.

B. INVOCATION & PLEDGE OF ALLEGIANCE

C. CEREMONIAL ITEMS

- C.1 [16-238](#) Presentation of the Employer Support Freedom Award 2016 by Mayor Phelps, on behalf of Employer Support of the Guard and Reserve, a program of the Department of Defense, to the City of Farmers Branch Police Department.

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** [16-229](#) **Consider approving minutes of the special called City Council meeting held on August 9, 2016 and the regular meeting held on August 16, 2016; and take appropriate action.**
- G.2** [16-232](#) **Consider excusing the absence of Deputy Mayor Pro Tem Ana Reyes from the August 16, 2016 City Council meeting; and take appropriate action.**
- G.3** [R2016-074](#) **Consider approving Resolution No. 2016-074 adopting the City's amended Investment Policy; and take appropriate action.**
- G.4** [R2016-076](#) **Consider approving Resolution No. 2016-076 to amend a site plan located at 13800 Diplomat Drive; and take appropriate action.**
- G.5** [R2016-077](#) **Consider approving Resolution No. 2016-077 authorizing the City Manager to approve the purchase of four replacement utility body trucks for Parks and Recreation Department and Public Works Department in an amount not to exceed \$187,482 from Silsbee Ford through the Buy Board Cooperative purchase agreement; and take appropriate action.**
- G.6** [R2016-079](#) **Consider approving Resolution No. 2016-079 authorizing the purchase of replacement office furniture for Community Services Department from Wilson Office Interiors through the State of Texas Multiple Award Schedule; and take appropriate action.**
- G.7** [R2016-080](#) **Consider approving Resolution No. 2016-080 allowing a "Temporary Carnival" per Ordinance No. 1770 for the Mary Immaculate Catholic Church Annual Parish Fall Festival, located at 2800 Valwood Parkway, to be held on September 30, 2016 and October 1, 2016; and take appropriate action.**

- G.8 [R2016-081](#) Consider approving Resolution No. 2016-081 authorizing the purchase of audio equipment and implementation services for City Council Chambers in an amount not to exceed \$64,000 from Lantek Audio, Video & Communications, utilizing The Cooperative Purchasing Network (TCPN) contract pricing for audio equipment and supplies; and take appropriate action.
- G.9 [R2016-082](#) Consider adoption of Resolution No. 2016-082 awarding the bid for the Christmas lighting and animation installation, programming, maintenance and removal to Kevin Schaded Lighting in the amount of \$96,000 and take appropriate action.
- G.10 [ORD-3385](#) Consider adopting Ordinance No. 3385 appointing a Municipal Court Judge and Alternate Municipal Court Judge(s), establishing an annual salary; and take appropriate action.

H. PUBLIC HEARINGS

- H.1 [ORD-3377](#) Conduct a public hearing and consider adopting Ordinance No. 3377 amending Planned Development District 90 (PD-90) for Tract 3 and adopting a Conceptual Site Plan for the property located at 4100 and 4141 Blue Lake Circle and 4020, 4040 and 4100 McEwen Drive; and take appropriate action. (*Applicant has requested postponement to the September 20, 2016 City Council meeting.*)
- H.2 [TMP-1795](#) Conduct a public hearing and consider adopting a maximum property tax rate of 60.56-cent on September 20, 2016; and take appropriate action.
- H.3 [16-227](#) Conduct a public hearing on the proposed 2016-2017 Operating and Capital Improvement Program Budget in accordance with Article IV of the City Charter; and take appropriate action.
- H.4 [ORD-3389](#) Conduct a public hearing and consider adopting Ordinance No. 3389 granting a Specific Use Permit to allow a Hotel to be located at 1 Mira Vista Boulevard; and take appropriate action.

I. REGULAR AGENDA ITEMS

- I.1 [R2016-078](#) Consider approving Resolution No. 2016-078 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 14223 Coral Harbor Circle; 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 [16-228](#) Council may convene into a closed executive session pursuant to Section 551.074 of the Texas Government Code to deliberate regarding:

- *Annual Evaluation of the Municipal Court Judge*

City Council may convene into executive session pursuant to Texas Government Code Section 551.076 deliberation regarding security devices:

- *Briefing by Andrews International regarding building security review and recommendations for implementation of security measures.*

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

- *Deliberate regarding the purchase, exchange, lease, or sale, or value of real properties located at 4515 LBJ Freeway and 1285 Wilmington Drive.*

Council may convene into a closed executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code:

- *Consult with and seek confidential legal advice from the City Attorney regarding the City's rights and obligations under that certain Restriction Agreement between the City and Mustang Station, Ltd. dated November 25, 2014, and to deliberate the purchase and value of real property described as Lot 2, Block A of Mustang Station Lots 1 & 2, Block A, an addition to the City of Farmers Branch, Dallas County, Texas.*
- *Consult with the City Attorney regarding contemplated and pending litigation styled City of Lewisville v. City of Farmers Branch, et. al., Case No. 4:12-cv-00782-RAS-DDB, U.S. Dist Court (E.D. Texas - Sherman Division) and administrative proceedings relating to the City's application for Municipal Solid Waste Permit No. 1312B pending before the Texas Commission on Environmental Quality.*

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 at least 72 hours prior to the scheduled meeting time, in accordance with the Open Meetings Act, on the bulletin board at City Hall.

Posted by: _____
City Secretary

Date posted: _____



City of Farmers Branch

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

Staff Report

File Number: 16-230

Agenda Date: 9/6/2016

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: 16-220

Agenda Date: 9/6/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.2

Receive a presentation from PYRO Brand Development on the creative vision for the City's Destination Marketing campaign.

BACKGROUND:

In April 2016 City Council approved a professional services agreement to work with PYRO Brand Development to study, define, and enhance the City's brand, create a new promotional/tourism website, and develop a strategic marketing plan to promote Farmers Branch as a place to visit, live and do business, and generally elevate the City's reputation as a first class community.

During the research phase PYRO interviewed City Council, community stakeholders, and City staff, and surveyed a sample of Farmers Branch residents to get a full picture of the City and what it has to offer. Armed with this research, Pyro hosted 2 full day workshops with members of City staff who as a part of their position are responsible for promoting the City in some fashion. The result of these workshops was a Brand Promise that describes the personality of Farmers Branch and secondly, big and small ideas of ways we can activate that Brand Promise.

The Brand Promise was presented to City Council at the June 21 Study Session. Since that meeting PYRO has been developing a creative concept to illustrate the City's Brand Promise and promote the target areas of Tourism, Destination Events, Residential Relocation, and Business Development.

DISCUSSION:

The campaign being presented is still in a conceptual phase. At this point in the process, it is critical to get input and feedback from City Council to ensure this creative concept and, ultimately, marketing initiative meets the vision of City Council.

The purpose of the creative concept being presented is to promote Farmers Branch to people outside of the City with paid advertising and promotions. This campaign is aimed at people ages 25-45 locally and regionally that may not be aware of the variety of things Farmers Branch has to offer. Whether it's someone looking for family friendly entertainment, natural surroundings, a great wedding venue, or someone interested in relocating their family or business, this campaign would be aimed at them.

ATTACHMENTS:

1. PYRO Presentation

FARMERS BRANCH

Marketing Campaign

City Council Study Session | September 6, 2016

PURPOSE

WHAT IS OUR PURPOSE?

- Develop a strategic marketing plan to promote Farmers Branch as a place to visit, live and do business
- Create a new promotional/tourism website
- Elevate the City's reputation as a first class community

THE FOCUS

- Tourism, Destination Events, Residential Relocation, Business Development, City Image

THE TARGET

- People ages 25-45 unaware of what the City has to offer
- People outside Farmers Branch (Locally & Regionally)

BACKGROUND

APRIL 19

- Began working with PYRO Brand Development

APRIL – JUNE

- Interviews with City Council, Staff and community stakeholders
- Surveyed 624 residents
- Conducted 2 full day workshops with Staff to develop a Brand Promise

JUNE 21

- Presented the Brand Promise to Council

JULY – AUGUST

- Creative concept development to fit the brand promise

TODAY

- Input and feedback from City Council to ensure this creative concept and, ultimately, marketing initiative meets the vision of City Council

City of Farmers Branch 2017 Campaign Direction





PROJECT GOALS

1. Reimage the City to maximize growth in residential development, commercial development, and tourism.
2. Develop the optimal strategies to unify the marketing communications.





COFB BRAND PROMISE – BORN 06.01.16





CAMPAIGN IDEA: FARMERS BRANCH & MORE

Farmers Branch has endless potential as a great place to live, work, and play.

We capture this through an endless stream of ways it lives up to this via a simple visual icon — an ampersand.



REPRESENTATION OF THE CAMPAIGN LOCKUP/ICON



CAMPAIGN ICON WILL LOOK CLOSER TO THIS



GIGGLE,
ENCHANT,
LIVE.





TRAVEL/TOURISM



BUSINESS DEVELOPMENT



RESIDENTIAL



HOW WE BRING THE CAMPAIGN TO LIFE

Our campaign is brought to life by immersing the “&” icon into any/all social, cultural, and business communications.

“&” represents endless opportunities that can be found in the City of Farmers Branch.





FOR EXAMPLE...

Life-sized and portable “&” icons to take selfies with

The “&” icon can be taken to events to reinforce endless things to do – on stage at the Bluegrass Festival, at the Chili Cook-off, etc.





FOR EXAMPLE...

Giant “&” sculpture in the center of the city that becomes a known landmark

“&” stands for inclusion of people of all walks of life as it is all-inclusive





City of Farmers Branch

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Staff Report

File Number: 16-234

Agenda Date: 9/6/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.3

Receive an update regarding the Mandatory Crime Reduction Program for Apartment Complexes.

BACKGROUND:

Mayor Pro Tem Harold Froehlich has requested this item be placed on the agenda.

Acting Police Chief David Hale will present an update on the Mandatory Crime Reduction Program.

Mandatory Crime Reduction Program For Apartments



**FARMERS
BRANCH**

Farmers Branch Police

City Ordinance 3038

- Adopted August 11, 2009
- It Created the Mandatory Crime Reduction Program For Designated Apartments.
- Based on Crime Data for All Apartment Communities in the City.



**FARMERS
BRANCH**

Mandatory Crime Reduction Program

Purpose- To protect the health, safety, morals and welfare of the occupants of apartment complexes and other citizens through establishment of a mandatory crime reduction program .

- Crime Index- Total crime per 100 units.
- Crime Risk/Safety Threshold- Fifty percent above the average crime index of all apartment complexes in the city.



**FARMERS
BRANCH**

Mandatory Crime Reduction Program

- Required of complexes that exceed crime risk/safety threshold.
 - Crime Free Lease Addendum.
 - Hold quarterly crime watch meetings.
 - Conduct criminal background checks on residents.
 - Conduct credit checks on residents.
 - Mandatory Inspection by police department
 - \$500 fee assessed.



**FARMERS
BRANCH**

AT DISCRETION OF CHIEF MAY REQUIRE(DEPENDING ON CIRCUMSTANCES):

- On site security
- Additional lighting
- Landscaping (CPTED)
- Locked common areas
- Key control plan
- Fencing
- Pay Phones (incoming calls blocked or removed).



**FARMERS
BRANCH**

- Once required, a complex must be in the program a minimum of six months.
- Complex is to be inspected twice, first inspection to develop crime reduction plan. Second inspection to insure compliance with the ordinance.
- Appeal from designation is to City Council.



**FARMERS
BRANCH**

Year One of MCRPA

- 2008-2009 Crime Statistics
 - Threshold 21.6 crimes per 100 units
 - Four Complexes placed into the program
 - Villa Marquis- 31.7 crimes per 100 units
 - Ventana -26.4 crimes per 100 units
 - London Square-24.8 crimes per 100 units
 - Courtyards of Valley View- 22.1 crimes per 100 units



**FARMERS
BRANCH**

Year Two 2010-2011

- Threshold reduced to 16.8 crimes per 100 units
- Two Complexes in the Program
 - Villa Gardens (formerly Villa Marquis) -33.8
 - London Square -22.9



**FARMERS
BRANCH**

Year Three 2011-2012

- Threshold was reduced to 13.7 crimes per 100 units.
- Four complexes in the program:
 - Courtyard of Valley View (27.4)
 - Ventana (24.5)
 - Villa Gardens (17.6)
 - London Square (18.1)

Year Four 2012-2013

- Threshold was 20.5 crimes per 100 units.
 - Havenhurst Apartments (68.4)
 - Courtyards of Valley View (29.5)
 - London Square (21.9)
 - Ventana at Valwood (20.8)

Year Five 2013-14

- Threshold was 12.8 crimes per 100 units
- Villa Gardens (23.2)
- Ventana at Valwood (22.3)
- Courtyards at Valley View (14.7)
- Villa Creek (18.8)

Year Six 2014-15

- Threshold 12.3 crimes per 100 units.
- Ventana at Valwood (21.1)
- London Square (19)
- Villa Gardens (18.3)
- Villa Creek & London Villa (15.6)

Year Seven 2015-16

- Threshold 12.0 crimes per 100 units
- Villa Gardens (21.8)
- Ventana at Valwood (19.6) (Removed at mid-year)
- Villa Creek (13.8)

Crime Threshold from Inception



Questions?



**FARMERS
BRANCH**



City of Farmers Branch

Farmers Branch City Hall
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Staff Report

File Number: TMP-1796

Agenda Date: 9/6/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Procedural Item

Agenda Number: A.4

Discuss the City Manager's balanced budget and organizational funding requests related to the adoption of the Farmers Branch 2016-17 fiscal year budget.

DISCUSSION:

City Administration will be present to answer questions related to the City Manager's balanced budget and organizational funding requests in the proposed Farmers Branch 2016-17 fiscal year budget.



City of Farmers Branch

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Staff Report

File Number: 16-231

Agenda Date: 9/6/2016

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

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75234

Staff Report

File Number: 16-238

Agenda Date: 9/6/2016

Version: 1

Status: Ceremonial

In Control: City Council

File Type: Report

Agenda Number: C.1

Presentation of the Employer Support Freedom Award 2016 by Mayor Phelps, on behalf of Employer Support of the Guard and Reserve, a program of the Department of Defense, to the City of Farmers Branch Police Department.

The Texas Committee for Employer Support of the Guard and Reserve congratulates you and your organization on receiving the 2016 Secretary of Defense Employer Support Freedom Award. It is indeed a prestigious honor to be among 2,424 employers nominated nationwide this year, especially considering all nominations were submitted by one or more of your employees serving in the Guard or Reserve. I am proud to convey this award to the Farmers Branch Police Department with great appreciation for the outstanding support you provide to your employees who serve this great nation.

*Secretary of
Defense*

EMPLOYER SUPPORT
Freedom
AWARD
2016 Nominee



EMPLOYER SUPPORT OF THE GUARD AND RESERVE
★ ★ ★ **HONORS** ★ ★ ★

Farmers Branch Police Department

IN RECOGNITION OF EXEMPLARY SUPPORT OF NATIONAL GUARD AND RESERVE MEMBER EMPLOYEES

A handwritten signature in black ink, appearing to read "M Alex Baird".

Mr. M Alex Baird
Principal Deputy
Family and Employer Programs and Policy



A handwritten signature in black ink, appearing to read "Paul E. Mock".

Mr. Paul E. Mock
National Chair
Employer Support of the Guard and Reserve



City of Farmers Branch

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Staff Report

File Number: 16-229

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Report

Agenda Number: G.1

Consider approving minutes of the special called City Council meeting held on August 9, 2016 and the regular meeting held on August 16, 2016; and take appropriate action.



City of Farmers Branch

Farmers Branch City Hall
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Meeting Agenda - Final

City Council

Tuesday, August 9, 2016

1:00 PM

Study Session Room
2nd Floor - City Hall

Special Called Meeting

- Presiding:** 1 - Mayor Bob Phelps
- Present:** 5 - Mayor Pro Tem Harold Froehlich, Council Member John Norwood, Council Member Terry Lynne, Deputy Mayor Pro Tem Ana Reyes, Council Member Mike Bomgardner
- Staff:** - Charles Cox City Manager, John Land Deputy City Manager, Pete Smith City Attorney, Sid Fuller Police Chief, David Hale Deputy Police Chief, Sergeant Mike Hairston, Jeff Turley Detective, Jim Richardson, Kristofor Garrett Crime Prevention Coordinator, Angel Carrillo Police Officer, Richard Willborn Detective, David Barnett Detective, Erik Stokes Lieutenant, Kyle Boyce Corporal, Thinh Nguyen Officer, Jeremy Green Detective, Mike Vazquez Detective, LaJeana Thomas Executive Assistant Administration, Allison Cook Economic Development Manager, Stephanie Hall Economic Development Assistant, Andy Gillies Community Services Director, Randy Walhood Public Works Director, Hugh Pender Building Official, Shane Davis Environmental Services and Solid Waste Manager, Steve Parker Fire Chief, Tim Dedear Deputy Fire Chief/Fire Marshal, Brian Beasley Human Resource Director

A. **STUDY SESSION**

Mayor Phelps called the meeting to order at 1:00 p.m. and announced the meeting would be moved downstairs in City Council Chambers to allow more public seating.

A.1 [16-193](#)

Briefing by the City Attorney regarding regulations for the sale and consumption of alcoholic beverages for onsite consumption.

City Attorney Pete Smith provided an update regarding the City's alcohol policy. Mr. Smith provided background information and options for the City Council to consider in lessening the current regulations or enacting new regulations regarding establishments that serve alcoholic beverages for on-site consumption. In particular the City Council expressed interest in allowing "neighborhood bars". Mr. Smith noted this information is only intended to provide background information and City Council may wish to conduct a Work Session meeting at a later time.

Mr. Smith noted in 1972 the City prohibited the sale of alcoholic beverages in all zoning districts except the Light Industrial ("LI") districts (which required an SUP) and Heavy Industrial ("HI") districts (where sales were permitted by right). Presently, there are no HI zoning districts in the City. He further explained, that subsequent to that time period the City has had two local option elections regarding the sale of alcoholic beverages and enacted several ordinance regarding the same.

Mr. Smith noted as a result of the two local option elections approved by the voters of Farmers Branch the City is wet for the retail sale of beer and wine for off premise consumption; and for establishments that sell mixed beverages, beer and wine for on premise consumption. Mr. Smith noted the regulations and ordinances adopted prior to the local option elections restrict and limit the locations of such establishments.

Mr. Smith explained the City conducted a local option election on October 25, 1986, in which voters approved a proposition authorizing mixed beverage sales for on-premises consumption. Mr. Smith explained this approval authorizes the sale of mixed beverages, beer, and wine for on-premises consumption. He further stated the ballot proposition was not limited to sales in restaurants with a food and beverage. He stated this proposition allowed establishments which may be commonly referred to as bars since no food service is required. However, the City, through the Comprehensive Zoning Ordinance ("CZO"), limits the location of the sale of alcoholic beverages for on-premises consumption to "qualifying restaurants" and "private clubs." Mr. Smith noted "Qualifying Restaurant," as defined in CZO Sec. 8-400-1, means "an existing or proposed eating establishment whose gross sale of food and non-alcoholic beverages shall constitute at least 60% of the establishment's combined gross food, non-alcoholic, and alcoholic beverages for each quarterly reporting period". "Restaurant" in CZO Sec 8-400 means a Qualifying Restaurant where the operator is the holder of a mixed beverage permit or a private club permit.

As a general premise, regardless of whether or not the sale of alcoholic beverages has been approved, restaurants without drive-in or drive through windows are allowed by right only in the Local Retail 1 ("LR-1") and Local Retail 2 ("LR-2") districts and upon approval of an SUP in the following zoning districts: Office ("O"), Commercial ("C"), Light Industrial ("LI"), Heavy Industrial ("HI"), and Planned Development ("PD"). A specific use permit for a Qualifying Restaurant (i.e. allowed to serve alcohol) may be issued only in an area zoned: Office ("O"), Local Retail 1 ("LR-1"), Local Retail 2 ("LR-2"); Commercial ("C"), Light Industrial ("LI"), Heavy Industrial ("HI"), Planned Development ("PD"), "any other zoning district where restaurants are a permitted use." Presently,

there are no other zoning districts other than the ones listed above where restaurants are permitted either by right or by SUP. City would need to review specific Planned Development ordinances to determine whether restaurant use is allowed in the particular PD. Mr. Smith noted that a SUP cannot be issued for a Qualifying Restaurant located within 300 feet of a: detached single family residence, single family zoned district, church, school (public or denominational), hospital, or developed city park (which parameters are to be determined by the City Council). He noted measurement of the 300 foot rule is to be in accordance with state law. He further stated the 300 foot rule does not apply to a Planned Development zoning district. Mr. Smith noted the 1986 Local Option Election did not authorize the sale of any alcoholic beverages for off-premises consumption.

Mr. Smith explained voters approved the sale of beer and wine for off-premises consumption in May 2014. Prior to the election, it was clarified that the City had since 1972 prohibited the sale of alcoholic beverages in all zoning districts except the Light Industrial ("LI") districts (which required an SUP) and Heavy Industrial ("HI") districts (where sales were permitted by right). Presently, there is no HI zoning district in the City. Mr. Smith noted subsequent to the May 2014 election, the City Council approved Ordinance No. 3283 establishing several beer and wine overlay districts in which retail establishments may sell beer and wine for off-premises consumption by right. The original restrictions regarding the LI and HI districts were, however, preserved. Though the 300 foot distance rule is included in the CZO relating to SUP's for qualifying restaurants, the City has not done the same for beer and wine off-premise retailers located in the beer and wine overlay zones.

Mr. Smith reviewed the Texas Alcohol Beverage Commission wet/dry status. He noted for on premise mixed beverage sales, it is showing the City as "all wet". He explained no new election would be required to allow establishments in the City that are not restaurants to serve mixed drinks, beer and wine for on premise consumption. Only a change in the City's zoning regulations would be required to loosen up the current regulations requiring an SUP. Mr. Smith reviewed definitions and reviewed types of permits issued by TABC.

Mr. Smith noted when deciding what actions to take, the City Council needs to decide and provide direction to staff as to: (i) what type of establishments are desired; (ii) when and where such establishments should be allowed; (iii) by what process whether by right or SUP; and (iv) any restrictions such a separation requirements from like establishments or schools, churches, hospitals, parks or other desired protected areas.

Mr. Smith further explained consideration should also be given to whether there will be a proliferation of such establishments, and any undesired effects or unintended consequences. He noted once the City grants zoning to allow a "bar" at a location it should be considered permanent unless the City rezones the area or changes the regulations in which case an existing use will continue until abandoned.

Mr. Smith explained a specific work session or meeting could be conducted for City Council to discuss, at which staff can answer questions and City Council can provide direction. Mr. Smith explained the following is a list of possible actions.

- (1) City could lessen the percentage of non-alcoholic sales for qualifying restaurants.
- (2) City could enact overlay district in which “bars” may be located without regard to food service or with a lesser percentage of non-alcoholic beverage sales. Will need to add definition of “bars”.
- (3) Identify target areas or properties at which bars are allowed without regard to food service or with a lesser percentage of non-alcoholic beverage sales.
- (4) Enact regulation to allow location of establishments that derive more than 75% of its gross revenue from the sale of alcoholic beverages for on premise consumption. These regulations could be restricted to certain zoning districts or geographical areas, require a specific use permit and include separation requirements from other like establishments, churches, hospitals, schools, city parks or other protected areas. Texas Alcoholic Beverage Code allows the City to enact regulations governing the location of bars. Will need to add definition of the qualifying establishment (“Bar”).
- (5) Allow establishments that derive more than 75% of its gross revenue from the sale of alcoholic beverages for on premise consumption in PD districts by right or by SUP.

Mr. Smith reminded City Council that any decisions regarding bar and alcohol restrictions will have a permanent impact on designation and location.

Council Member Lynne asked who established the 60% rule, what percentage other cities have, and if a City Council vote is required to make changes. Mr. Smith explained the City of Farmers Branch has established the 60% rule, noting other cities vary on percentages. He further stated City Council approval is required for any changes.

Council Member Bomgardner asked if the City can be more accommodating to new restaurants that wish to relocate to Farmers Branch. He asked for clarification regarding the Specific Use Permit (SUP) process.

Deputy City Manager John Land explained there is a 90 day process for a restaurant SUP, noting 3Nations Brewery recently opened and is doing well.

Planning Manager Alexis Jackson explained a possible retail component for 3Nations Brewery on the east side, noting changing the alcohol restrictions may also attract restaurants, breweries, distilleries in light industrial while stimulating redevelopment boundaries on the east side.

Deputy Mayor Pro Tem Reyes asked if the City was in the process of trying to attract restaurants for the Mustang Station area and if the City is having conversations with developers.

Community Development Director Andy Gillies explained a SUP does work, however; there are three (3) areas on the east side that are trying to potentially change the alcohol restrictions. He further stated these changes could also include the Mustang Station area. Mr. Gillies explained staff is seeking City Council’s direction. Mr. Gillies noted

some potential changes would include adding bars, areas to expand alcohol sales/microbreweries, change overlay districts and to change percentages. Council Member Lynne suggested lowering requirements to stimulate the east side development.

Mayor Pro Tem Froehlich asked for clarification regarding the SUP process. Mr. Gillies explained it takes approximately 90 days to review a case which includes property owner notifications and Planning and Zoning and City Council public hearing meetings.

Mayor Phelps spoke stating he disagrees with the prospect of opening bars in Farmers Branch.

Council Member Bomgardner agrees with a tasting room idea on the east side and asked if the City could set it up ahead of an SUP by changing the restrictions of PD-86.

Council Member Norwood stated he supports the overlay district with a special exception and this includes the west side area as well.

A.2 [16-224](#) Discussion regarding the Employee Compensation Study.

City Manager Charles Cox briefed City Council regarding this item. Mr. Cox noted he presented a balanced budget which includes a 5% increase to median plus an additional 5% to make the City of Farmers Branch more competitive. He noted 44% of the total budget is for public safety. Mr. Cox explained the step plan and history of compensation for the Police Department.

Mayor Pro Tem Froehlich asked if the officers have received raises in the past 5 years. Mr. Cox replied they have not received a raise within the past five years, noting the last structure adjustment was made in 2013. He explained a step system was implemented which includes Fire and Police Departments. He further stated Administrative employees receive merit increases.

Council Member Lynne asked what level the Police Department is considered under "management". Mr. Cox passed out an organizational structure handout detailing structure and position summaries for Police and Fire Departments.

Deputy Mayor Pro Tem Reyes asked for a display for residents.

Mayor Phelps noted the City of Plano is hiring 10 new officers and pay \$10,000 more than the City of Farmers Branch.

Mr. Cox stated that most cities are implementing a 3% increase this year. He further stated the City of Frisco, Highland Park and Plano are our competition and a 5% over median increase would make us competitive, and in his opinion, is a fair recommendation.

Deputy Mayor Pro Tem Reyes asked how our benefits compare to other cities specifically the 20 year versus a 25 year retirement comparison.

Mr. Cox provided history of our officers, noting employees were asked if the City switched to a 20 year retirement, would they retire. He explained the majority answered "no". He further stated our health insurance benefits are lacking and not competitive noting we are not anticipating any health insurance changes in the future.

Deputy Mayor Pro Tem Reyes stated she has had many conversations with officers regarding retirement at 20 years versus 25 and does not think that retirement at 25 years keeps the City of Farmers Branch competitive and is requesting a pay increase of 10% over median.

Council Member Bomgardner spoke stating he supports a 5% + 5% for Police.

Mayor Phelps stated that he supports the City Manager's recommendation of an increase of 5% to median plus an additional 5% over median.

Deputy Mayor Pro Tem Reyes explained Farmers Branch has the very best officers and why not invest an additional 5% to retain them. She urged City Council to make the investment versus the liability.

Mr. Cox explained the citizens of Farmers Branch deserve the very best noting the cost implications of a 20 year retirement versus a 25 year retirement would be an additional \$400,000 per year for implementation. He further stated, it would affect the COLA benefits offered to retirees.

Deputy Mayor Pro Tem Reyes respectfully disagreed with Mr. Cox on 20 to 25 years retirement and noted we are not in a position to be competitive.

Police Chief Sid Fuller spoke explaining the Police Department recruitment process and lack of applicants.

Council Member Lynne noted it's difficult to compete with Plano and Frisco because they have a much larger tax base. He asked if the City has a recruitment bonus.

Council Member Bomgardner suggested reviewing recruitment efforts of other cities.

Council Member Norwood suggested moving forward with the balanced budget 5% to 5%; take a portion of the \$250k to pay Police and Fire on Sept. 1 and the rest of the employees on October 1st. He added that a mid-year review be provided and review and comparison with other cities pay including a review of the signing bonus structure. He further stated that a mid-year review of the 20 to 25 year retirement be conducted.

Resident Buford Watson, 14210 Dennis Lane, spoke stating we have the best services, he asked that we not compare our City to Dallas, he urged the Mayor and City Council to treat Departments with respect. He further stated in order to have the best you must treat them the best. He asked that we do not lose employees to other cities in order to cut taxes, noting he expects and receives good services.

After discussion, the majority of City Council agreed to move forward with the City Manager's proposed recommendation of an increase of 5% to median effective September 1st for Fire and Police Department only, plus an additional 5% over median next budget year with City Council's approval.

A.3 [16-203](#) Discuss the City Manager's balanced budget and organizational funding requests related to the proposed 2016-17 Fiscal year Budget.

Mayor Phelps suggested keeping the organizational funding the same as last year. Mr. Cox explained \$292,000 has been allocated for these services.

Deputy Mayor Pro Tem Reyes asked that Mr. David Moore with Firehouse Theatre be recognized. Mr. Moore spoke stating that many residents do not know about the theatre, he would like to use the additional \$15,000 funds to market the Firehouse Theatre, however; he noted if the funds could be used to assist with Police salary increases, he would differ his request.

Council Member Norwood asked if the PYRO marketing would possibly include marketing of the Firehouse Theatre. Mr. Cox noted he would need to review with the Legal Department.

Resident Dan Hurd spoke asking that we continue moving the City forward.

Mr. Cox noted the budget will be reviewed again during the August 16, 2016 City Council meeting during Study Session.

Mayor Pro Tem Froehlich noted the City is moving forward and a Bond Committee is reviewing items that will be reviewed next year, noting they are looking at items to revitalize our community, and may propose a tax increase next spring. He asked that tax be decreased by 1%. He asked to reduce the budget for fireworks at Christmas, or similar ideas to reduce the budget.

Deputy Mayor Pro Tem Reyes asked about the \$300,000 Economic Development Funds. Mr. Cox noted the Economic Development funds are used for redevelopment, noting City Council has approved several of these cases. He further stated when properties are sold, funds roll back into the fund.

City Council discussed being conservative financially, investing in the City's future and educating the public about tax rates.

B. ADJOURNMENT

Council Member Norwood made a motion to adjourn the meeting at 3:50 p.m. Motion seconded by Mayor Pro Tem Froehlich. Motion prevailed by the following vote:

Aye: 5 - Mayor Pro Tem Froehlich, Deputy Mayor Pro Tem Reyes, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

The meeting adjourned at 3:50 p.m.

Mayor

ATTEST:

Recording Secretary



City of Farmers Branch

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

Meeting Minutes

City Council

Tuesday, August 16, 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 - Mayor Pro Tem Harold Froehlich, Council Member John Norwood, Council Member Terry Lynne, Council Member Mike Bomgardner
- Absent:** 1 - Deputy Mayor Pro Tem Reyes
- Staff:** - Charles Cox City Manager, John Land Deputy City Manager, Amy Piukana City Secretary, Pete Smith City Attorney, Sid Fuller Police Chief, David Hale Deputy Police Chief, Allison Cook Economic Development Manager, Stephanie Hall Economic Development Assistant, Andy Gillies Community Services Director, Randy Walhood Public Works Director, Hugh Pender Building Official, Shane Davis Environmental Services and Solid Waste Manager, Steve Parker Fire Chief, Tim Dedear Deputy Fire Chief/Fire Marshal, Brian Beasley Human Resource Director, Jeff Harting Parks and Recreation Director, Mitzi Davis Project Manager Parks and Recreation, Charles Cancellare Parks Superintendent

A. **STUDY SESSION**

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

A.1 [16-205](#) **Discuss regular City Council meeting agenda items.**

There was no discussion regarding this item.

A.2 [16-214](#) Receive a presentation from the Sister City Committee regarding an invitation to visit Garbsen Germany.

Resident Calla Davis, Nancy Hardie and Janie Scarborough provided Council with a brief history of the Sister City program. The presentation included the City's historical relationship with Bassetlaw England which began in 1980 and Garbsen Germany in 1990. The Sister City relationships consist of communications between dignitaries, visits between cities, student exchange programs with an overall goal of to advance peace and prosperity through cultural, educational, humanitarian, and economic development exchanges. Ms. Davis noted the Sister City Garbsen, Germany has extended an invitation to Farmers Branch to join them June 15 – 21, 2017 to celebrate their 50th anniversary with Sister City Herouville St. Clair, France and their 40th anniversary with Bassetlaw, England. She noted host families will provide accommodations.

Council Member Norwood had questions regarding cost. Ms. Scarborough replied airfare would be the only cost noting host families are providing the rest of the accommodations. Council Member Lynne asked how many attendees have confirmed. Ms. Scarborough explained today is the initial invitation and the number of attendees are not yet available. Council Member Bomgardner asked if there is a limit on the number of individuals who may attend. Ms. Scarborough replied there is no limit. Ms. Hardie noted the City is responsible for the airfare for the Board Chairs only and any additional attendees would be responsible for their airfare.

A.3 [16-198](#) Receive an update regarding the Aquatic Center indoor pool tile.

Fleet and Facilities Director Kevin Muenchow and Parks and Recreation Director Jeff Harting briefed City Council regarding this item. Mr. Muenchow noted there has been an ongoing issue with a white residue build up on the indoor pool deck tile at the Aquatics Center since October 2015. He explained the Aquatics Center staff's daily procedure is to wash the tile down with water, along with a light brushing to rinse the pool water on the deck in to the sanitary sewer and to take off any material on the tile. He noted when the white residue buildup was noticed, staff tried performing cleaning tests to attempt to find a chemical to clean the white residue, but was unable to find a solution. He noted on January 20, 2016 a warranty claim was submitted through Gallagher Construction on this issue.

Mr. Muenchow explained the recommendation was to clean the tile floor and apply a water based sealant to increase the pool water alkalinity to the high end of the range and change the daily cleaning procedure and use a cleaning product. Mr. Muenchow noted staff will evaluate the effectiveness of this process and review over the next six months. He noted if the process does not work, tile replacement funding is available in remaining Aquatic Center bond contingency funds.

Parks and Recreation Director Jeff Harting explained safety is the main issue. Mr. Harting passed out a tile sample, noting the City worked with an architect to review and rate the tile for safety. He noted this tile was chosen and noted this non-slip tile has been used for a year and a half, with no falls to date.

After discussion, City Council thanked staff for their efforts and presentation.

A.4 [16-122](#) Discuss the City Manager's balanced budget and organizational funding requests related to the adoption of the Farmers Branch 2016-17 fiscal year budget.

Council Member Lynne asked about the Lewisville landfill negotiations. Mayor Pro Tem Froehlich expressed concerns regarding the time frame of negotiations with Lewisville. Mr. Cox explained the City must apply for a SUP application with the City of Lewisville to qualify for the TCEQ permit for expansion. He further stated the City of Lewisville has a tree preservation ordinance that requires \$500 dollars per tree that is removed. He noted this would amount to approximately \$2.5 million in fees. He further stated the City is negotiating a once a month drop off free of charge to Lewisville residents in order to offset these costs. Mr. Cox noted the City needs a mulch site, detention pond, and relocation of Huffines Road due to an easement. Mr. Cox explained negotiations are still in progress, noting he has spoken with the City Manager of Lewisville who seemed optimistic with the proposed negotiations.

Mr. Cox noted the budget would be a discussion item on every agenda to allow City Council to ask questions regarding the budget. Mayor Pro Tem Froehlich asked City Council to review proposed budget cuts in order to allow a 1% property tax cut. Mr. Cox explained a 1% property tax cut would be equivalent to \$475,000 in revenues. He noted, the proposed budget does absorb \$165,000 in annual debt service for the recently issued Justice Center Certificates of Obligation initially communicated to residents as requiring a 1/3 cent tax rate increase. Mr. Cox explained when offering budget cut options, he is focusing on non-recurring or new items rather than deferring a needed expenditure such as a fixed asset replacement until a future year.

Mayor Pro Tem Froehlich discussed the option to replenish EDC funds through the sale of City owned property and the possibility of outsourcing. Council Member Bomgardner noted in his opinion, studies have shown that the City needs more marketing. He further stated instead of reducing the 1% rate, the City would see a better return on investment by using it for marketing the Cities amenities. He noted a 1% tax reduction is equivalent to approximately \$10 a month savings to the average resident and could be used to market the City. He further stated the City of Farmers Branch currently has the lowest tax rate of any city around and offers free trash service. Council Member Lynne stated he supports a 1% tax reduction and suggests reviewing more options to outsource. Council Member Lynne asked that a Budget Work Session meeting be scheduled.

A.5 [16-223](#) Receive an update regarding the John F. Burke Nature Preserve Master Plan.

Parks Superintendent Charles Cancellare briefed City Council regarding this item. He introduced Elizabeth McIlrath and Phillip Neely with Dunaway Associates, LP whose firm was hired to complete the John F. Burke Nature Preserve Master Plan. Ms. Elizabeth McIlrath with Dunaway and Associates reviewed the proposed master plan, noting entry features, core activities, the woods, the wetlands, meadow restoration, upper pond, and trails.

Mayor Pro Tem Froehlich asked for more details regarding portable restroom transportation. Ms. McIlrath explained the portable restrooms are brought in utilizing a truck and trailer. Mayor Pro Tem Froehlich asked about the cost of adding educational signage. Ms. McIlrath explained these types of signs range from \$300-\$500. Council Member Norwood asked if the pedestrian bridge will include shared funding with the City of Irving. Parks and Recreation Director Jeff Harting replied that City of Irving has expressed interest in cost sharing for the bridge.

Ms. McIlrath explained the entire project is estimated to cost \$5,730,070. She noted the project could be broken up into phases to allow funding to be spread over several years. Council Member Bomgardner asked what maintenance costs would be required. Council Member Lynne asked if additional staff would be necessary to maintain the park. Mr. Cancellare replied that additional maintenance would be necessary noting he could provide cost projections at a later date. Council Member Norwood asked what impact future flooding would have on the park. Mr. Cancellare explained the boardwalk would be made of a recycled product that could handle water. Mr. Harting explained boardwalks are not located in high flow areas.

Council Member Bomgardner asked if hotel/motel funds could be used for this project. Deputy City Manager John Land replied he will research and see if these funds could tie in with the marketing plan. Council Member Lynne asked if the City could apply for grant funding. Mr. Harting replied that in order to qualify for a grant, the City must have a master plan in place.

After discussion, Mr. Harting noted he will bring the proposed master plan forward in September for adoption.

A.6 [16-206](#) Discuss agenda items for future City Council meetings.

Mayor Pro Tem Froehlich asked for an update regarding the Crime Prevention Program and an Economic Development update. Council Member Norwood asked for an update regarding Oakbrook. Council agreed to hold a Special Called Budget meeting on August 29, 2016 at 2 p.m. The location was not yet determined.

City Council recessed for a break at 5:26 p.m. Mayor Phelps reconvened at 5:36 to deliberate in closed executive session.

I. EXECUTIVE SESSION

I.1 [16-209](#) Council may convene into a closed executive session pursuant to Section 551.072 of the Texas Government Code:

- Deliberate regarding the purchase, exchange, lease, or sale of real property located south of Valley View, North of 635, East of I35 and West of Webb Chapel

Council may convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code:

- Deliberate regarding a financial offer or other incentive to a business prospect. Project Landmark

City Council recessed from closed Executive Session at 5:51 p.m. Mayor Phelps called the regular meeting to order at 6:00 p.m.

B. INVOCATION & PLEDGE OF ALLEGIANCE

Council Member Norwood led the invocation and provided the Pledge of Allegiance.

C. CEREMONIAL ITEMS

- C.1 [16-215](#) Presentation to the Fire Department's Award of Exemplary Action to Farmers Branch residents David White and Jamie Reed.**

Mayor Phelps on behalf of the Farmer's Branch Fire Department awarded David White and Jamie Reed the Award of Exemplary Action for their noble efforts in support of our community.

- C.2 [16-216](#) Consider approving a grant application and accepting a donation from the Firehouse Subs Public Safety Foundation in the form of an automatic external defibrillator valued at \$1,695 to the Police Department; and take appropriate action.**

Mayor Pro Tem Froehlich made a motion to approve the grant application and accept the donation from the Firehouse Subs Public Safety Foundation in the form of an Automatic External Defibrillator valued at \$1,695 to the Police Department. Motion seconded by Council Member Lynne. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

- C.3 [16-218](#) Consider appointment of Jeanne Sawyer as a Board Member Emeritus of the Senior Advisory Board, presentation of a proclamation recognizing her service; and take appropriate action.**

Mayor Phelps presented a proclamation recognizing Jeanne Sawyer for her years of service on the Senior Advisory Board. Mayor Pro Tem Froehlich moved to appoint Jeanne Sawyer as a Board Member Emeritus for the Senior Advisory Board. Motion seconded by Council Member Bomgardner. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

C.4 [16-219](#) Consider Board and Commission appointments; and take appropriate action.

Council Member Lynne made a motion to appoint Michael Driskell to the Planning and Zoning Commission to fill an unexpired term. Motion seconded by Council Member Norwood. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

Motion made by Council Member Bomgardner to appoint David Merritt to the Parks and Recreation Board to fill an unexpired term. Motion seconded by Council Member Norwood. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

D. REPORT ON STUDY SESSION ITEMS

Council Member Bomgardner provided a report on study session items.

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

City Manager Charles Cox announced the following items of community interest:

- As the season winds down and students begin their return to school, the Farmers Branch Aquatics Center's Frog Pond will shorten their operating hours this week, open from 1 until 6 p.m. through Friday, August 19. After that, the Frog Pond will be open on weekends only, from 12 to 6 p.m. through Labor Day weekend.
- Not just bragging rights are at stake this year in the Battle of the Badges, between Farmers Branch Police and Fire Departments to see who can inspire the most blood donations to Carter Bloodcare. The July 7 sniper attack in downtown Dallas put a tremendous strain on the local blood supply with more than 400 units sent to assist the officers and civilians who were wounded. Anyone wishing to donate blood to this very good cause should come by the Community Recreation Center between 9 a.m. and 3 p.m. August 26 or 27. Both the Farmers Branch Police and Fire Departments thank you for your donations.
- The Farmers Branch Police Department was victorious in the first Metrocrest Police Food Face Off, which sought to discover which area department could raise the most food donations for Metrocrest Services Food Pantry. Farmers Branch PD brought in 1,132 food items. Carrollton, Coppell and Addison Police Departments combined for another 2,667 items.
- Speaking of the Police Department, the community is invited to City Hall on Wednesday, August 31 at 2 p.m. for a reception honoring retiring Police Chief Sid Fuller. After more than 33 years of law enforcement, the last 10 of which have been in Farmers Branch, Sid is going to the lake to "start an extensive bucket list." Please join us to thank him for a job well done.

- Finally, most City of Farmers Branch offices and facilities will be closed on Monday, September 5, in observance of the Labor Day holiday. The notable exceptions are:
 - The Community Recreation Center and Margaret Young Natatorium will both be open from 6 a.m. to 5 p.m.
 - The Frog Pond will celebrate its final day of operation for the summer swim season by opening from 12 noon to 6 p.m.
 - The Historical Park will be open from 8 a.m. to 5 p.m.
 - Garbage and recycling pickup will be held on Monday, September 5.
- Sign up for eNews at **farmersbranchtx.gov** to have current City news and information delivered directly to your eMail box.

F. CITIZEN COMMENTS

There were no citizen comments.

G. CONSENT ITEMS

- G.1** [16-207](#) **Consider approving minutes of the regular City Council meeting held on August 2, 2016; and take appropriate action.**
- G.2** [16-225](#) **Consider a request for approval of the Final Right of Way Dedication Plat of Knightsbridge Road; and take appropriate action.**
- G.3** [16-226](#) **Consider a request for final plat approval of Lake at Mercer Crossing, Lot 1 and Lot 2, Block A; and take appropriate action.**

Motion made by Mayor Pro Tem Froehlich to approve Consent Items G.1 through G.3, as presented. Motion seconded by Council Member Bomgardner. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

H. PUBLIC HEARINGS

- H.1** [16-210](#) **Conduct a public hearing to consider adopting a maximum property tax rate of 60.56-cent on September 20, 2016; and take appropriate action.**

City Manager Charles Cox noted a public hearing is being held to consider adopting a maximum property tax rate of 60.56-cent for the 2016-17 fiscal year. He further stated this is in compliance with the State Property Tax Code, noting City Council passed a motion during the August 2, 2016, proposing the City consider adopting a maximum property tax rate of 60.56-cent. Mr. Cox noted two public hearings regarding this proposal are scheduled, one for tonight and one for September 6, 2016.

There was no one present to speak regarding this item. Mayor Phelps closed the public hearing.

- H.2 [ORD-3388](#) Conduct a public hearing and consider adopting Ordinance No. 3388 continuing and readopting the curfew for minors, Article II of Chapter 46 of the Code of Ordinances of the City of Farmers Branch; and take appropriate action.**

Deputy Police Chief David Hale briefed City Council regarding this item. Deputy Chief Hale noted Texas Government Code Section 370.002 requires a review and renewal of the existing curfew ordinance before the third anniversary of the date of adoption and every third year thereafter. Deputy Chief Hale explained the current curfew Ordinance will expire November 1, 2016 and noted the many benefits of having this ordinance in place to reduce crime and enhance public safety.

Mayor Phelps opened the public hearing. There was no one present that wished to speak. Motion made by Council Member Bomgardner to close the public hearing and approve Ordinance No. 3388, as presented. Motion seconded by Council Member Norwood. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

- H.3 R2016-073 Conduct a public hearing and consider approving Resolution No. 2016-073 granting a Detailed Site Plan for a multifamily apartment complex at 14650 Landmark Boulevard; and take appropriate action.**

Community Services Director Andy Gillies briefed City Council regarding this item. Mr. Gillies noted the property is currently zoned Planned Development District No. 98 (PD-98) which allows for multi-family residential units. He further stated the City received an application from Miller Sylvan with JPI, proposing to develop a multi-family residential community. The proposed site plan details a 5-story apartment building that will be approximately 379,948 square feet and will include a club house, two interior courtyards, a pool, and an internal multi-level parking structure at the property located at 14650 Landmark Boulevard. Mr. Gillies reviewed the site, noting the location of this property borders Addison and Farmers Branch. Mr. Gillies explained this 5-story apartment building will contain 324 apartment units. The site plan indicates upper level loft units will contain a mezzanine level. It was noted the apartment units will vary between 684 square feet and 1,639 square feet, with an average of 900 square feet.

Mr. Sylvan with JPI provided a brief presentation and overview of the proposed development.

Council Member Norwood asked if Town of Addison has approved their portion of the development. The applicant replied that a plat is currently being reviewed with the Town of Addison.

Mayor Phelps opened the public hearing. There being no one present that wished to speak, Mayor Pro Tem Froehlich made a motion to close the Public Hearing and approve Resolution No. 2016-073, as presented. Motion seconded by Council Member Lynne. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

H.4 [ORD-3386](#) Conduct a public hearing and consider adopting Ordinance No.3386 granting a Specific Use Permit to allow the sale of alcoholic beverages in a qualified restaurant at 11482 Luna Road, Suite 150; and take appropriate action.

Community Services Director Andy Gillies briefed City Council regarding this item. Mr. Gillies noted the suite is occupied by J's Deli, and is approximately 2,246 square feet. He explained the restaurant has 40 seats and has operated at this existing location since 2006. He further stated beer and wine would be an option at the counter when the customer orders, noting there is no bar area in this restaurant. Mr. Gillies noted the applicant is proposing to add an outdoor patio dining area, along the southern end of the building. He further stated the proposed outdoor area would be approximately 649 square feet with a concrete floor, wood deck and a sloped metal roof. Mr. Gillies explained this dining area would allow for 20 additional seats, expanding the entire restaurant area to approximately 2,895 square feet for a total of 60 seats. He noted the restaurant's hours of operation are Monday through Friday 7:00 am to 10:00 pm, Saturday from 8:00 am to 10:00 pm and Sunday from 8:00 am to 9:00 pm.

The applicant has submitted an Alcohol Awareness Program, which establishes a comprehensive alcohol policy for the restaurant. They agree to abide by the City's requirements for alcohol sales, as well as the Texas Alcoholic Beverage Commission.

Mr. Gillies noted four (4) public notification letters were mailed on July 14, 2016. Two zoning notification signs were also posted, and a legal notice was published in the Dallas Morning News on July 28th. He noted as of August 12th, no letters of opposition to this Specific Use Permit have been received by the City.

Council Member Lynne asked if the City has received any letters of opposition from Mar Thoma church. Mr. Gillies replied no letters have been received from the church to date.

Mayor Phelps opened the public hearing. There was no one present that wished to speak. Motion made by Council Member Lynne to close the public hearing. Motion seconded by Council Member Bomgardner. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

Motion made by Council Member Bomgardner to approve Ordinance No. 3386, as presented. Motion seconded by Council Member Norwood. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

H.5 [ORD-3387](#) Conduct a public hearing and consider adopting Ordinance No. 3387 granting a Specific Use Permit allowing an indoor firearms range training facility to be located at 14400 Midway Road; and take appropriate action.

Community Services Director Andy Gillies briefed City Council regarding this item. Mr. Gillies noted applicant David Prince with Eagle Gun Range is currently located in Lewisville and is looking to expand to a second location in Farmers Branch. Mr. Gillies reviewed the proposed site plan noting the applicant is proposing to redesign the existing 16,000 square foot building into an indoor firearms training facility that will include 2 twelve-lane gun ranges, 2 training room classrooms, offices and a retail sales area. Mr. Gillies explained the proposed firearms facility will operate within the existing precast concrete tilt wall building and will be designed to comply with all applicable state and federal regulations governing indoor gun ranges. It was noted the proposed facility will contain two shooting areas, two large classrooms, offices and control, with monitor rooms for staff and a retail area. The shooting ranges will have observation areas with bullet-proof glass on the observation wall and a bullet trap equipment areas at the end of the fire lanes. Mr. Gillies explained the the building improvements increase safety noting walls will be insulated with a sound absorbing wall treatment over the new CMU block which will enclose the range area.

Mr. Gillies explained the exterior of the building will not be significantly modified, although the existing façade will be improved to meet the safety requirements necessary for a gun range facility. The building currently has two semi-open courtyards that will be secured. It was noted the two existing semi-open courtyards will not be accessible to the public. The proposed hours of operation for this facility is 10:00 AM to 9:00 PM, Monday through Friday, 9:00 AM to 9:00 PM on Saturday and 1:00 PM to 8:00 PM on Sunday. A total of 17 employees are estimated to work at this location.

Mr. Gillies noted the applicant has submitted a sound study and sound mapping system (SMS) summary. City Staff has determined this sound level will not be a nuisance within or at the boundary of the site considering the ambient sound in the area and along Midway Road.

Mr. Gillies noted six (6) zoning notification letters were mailed to the surrounding property owners on July 14th, 2016. He noted as of August 12, three letters of opposition have been received by the City. One of these opposition letters is from the property owner to the north side of the site. This opposing property owner represents more than 20% of the notified property area within Farmers Branch, therefore a super majority of City Council (4

affirmative votes) must be obtained to approve the proposed SUP. In addition, 33 letters of support to the proposed gun range have been received by the City.

Applicant David Prince, 9579 Crown Meadow, Frisco, Texas briefed City Council regarding this item. Mr. Prince thanked City Staff for their assistance. Mr. Prince provided a video showing Eagle Gunrange reviewing the services they provide.

Mr. Prince reviewed proposed signage, retail area, noting his employees are trained under the Alcohol, Tobacco and Firearms (ATF) federal instruction programs and are NRA certified range safety officers. He noted two employees will be on site for opening and closing hours. It was noted all access in the building, except the main front door, will have security measures to prevent entry from outside. He explained the building will be secured with commercial grade steel bars covering all openings of the building with a 24-hour monitoring system throughout the site. The security system includes laser beams, commercial grade fencing, glass breaking sensors, motion sensors and door penetration wiring. It was noted security cameras will cover the inside of the shooting bays, the training rooms, the store room, loading dock, retail and office areas, as well as all sides of the exterior of the building and parking lot. Mr. Prince explained a minimum of two cameras will be installed on each side of the building and one camera on each of the front entry areas. A NRA certified safety officer will monitor the security cameras during the hours the range is open to the public. The cameras will be monitored by a private security company outside of business hours. Mr. Prince explained all customers will be required to bring their firearms to the facility contained within a holster or a gun case. The facility will allow only firearms under 0.50 caliber to be used within the shooting range.

Mr. Prince reviewed regulations which include interior ventilation and exhaust air quality, and safe handling and appropriate management of lead projectile waste as required by the Occupational Safety and Health Administration (OSHA), Texas Commission of Environmental Quality (TCEQ), American National Standards Institute (ANSI), Environmental Protection Agency (EPA), National Institute for Occupational Safety and Health (NIOSH), National Fire Protection Agency (NFPA), National Rifle Association (NRA) range development standards.

Council Member Norwood asked what maintenance and monitoring is being done on the exhaust system. Mr. Prince noted pre filters are changed once a week and the mid filters are changed every two to three weeks. He further stated the HEPA filters are changed three times a year. He noted these are considered hazard waste materials and are sealed and transported off-site to an environmental agency. Mr. Prince noted the control room monitors bays and has a display of pressure and ranges which include filter banks. He noted staff monitors to make sure they run efficiently, noting the equipment has a built in safeguard which shuts down if the equipment is not maintained properly.

Council Member Lynne asked why the ventilation equipment is located on the roof instead of the ground like it is in Lewisville. Mr. Prince replied, it's allows more ground parking spaces if equipment is located on the roof, noting in his opinion, it's more efficient.

Council Member Lynne asked how long the Lewisville location has been operating. Mr. Prince noted the Lewisville gun range has been open for 4 years, and the business has done so well he is now looking to expand to Farmers Branch.

Mayor Phelps opened the public hearing. The following citizens wished to speak in support and/or opposition to the proposed case:

Aaron Ludwig, 3411 S. Mountain View, Utah spoke in support.

Gary Carley, 4415 Siena, Frisco spoke in support

Heather Lourcey, 14340 Proton Road (Westwood Head of School), spoke in opposition

Donna Schmidt, 3131 Glengold Drive, Farmers Branch spoke in opposition

Mike Del Valle, 3161 Whitmarsh, Farmers Branch spoke in support

Tony Felker, 6843 Main Street (Frisco Chamber of Commerce) spoke in support

Carlos Machado, 1750 FM 423 Apt. #952, Frisco spoke in support

Holli Costanza, 9515 Crown Meadow Drive, Frisco spoke in support

Jaime Ronderos, 4501 Voyager Drive, Frisco spoke in support

Navid Daneshjon, 2016 Silverway Lane, Carrollton spoke in opposition

Andy Olivo, 2625 Farmers Branch Lane spoke in opposition

Diane Hardwick of Farmers Branch spoke in support

Jennifer Grisafe of Carrollton spoke in support

Council Member Lynne moved to close the Public Hearing. Motion seconded by Mayor Pro Tem Froehlich. Motion approved by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

Motion made by Council Member Bomgardner to approve Ordinance No. 3387, as presented. Motion seconded by Council Member Lynne. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

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

Motion made by Council Member Lynne to authorize the City Manager to take such action on behalf of the City as may be reasonable and necessary to purchase, or authorize the purchase of Lot 18, Block C of Farmersdale Addition, an addition to the City of Farmers Branch, Dallas County, Texas also known as 13005 Wilmington Drive, for a purchase price not to exceed \$108,000 plus standard closing and acquisition costs and to sign and authorize the City's agent to sign such other agreements, documents, and any amendments thereto as the City Manager in consultation with the City Attorney deems reasonable and necessary with respect to the closing of said transaction. Motion seconded by Mayor Pro Tem Froehlich. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

Motion made by Council Member Norwood to authorize the City Manager be authorized to take such action on behalf of the City as may be reasonable and necessary to purchase or authorize the purchase of Lot 17, Block C Farmersdell Addition, an addition to the City of Farmers Branch, Dallas County, Texas also known as 12923 Wilmington Drive, for a purchase price not to exceed \$111,500.00 plus standard closing and acquisition costs and to sign and authorize the City's agent to sign such other agreements, documents, and any amendments thereto, as the City Manager in consultation with the City Attorney, deems reasonable and necessary with the respect to the closing of said transaction. Motion seconded by Council Member Bomgardner. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

L. ADJOURNMENT

Mayor Pro Tem Froehlich made a motion to adjourn the meeting at 8:04 p.m. Motion seconded by Council Member Lynne. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

The meeting adjourned at 8:04 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: 16-232

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Procedural Item

Agenda Number: G.2

Consider excusing the absence of Deputy Mayor Pro Tem Ana Reyes from the August 16, 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 Deputy Mayor Pro Tem Ana Reyes from the August 16, 2016 City Council meeting.

RECOMMENDATION:

Approve the excused absence of Deputy Mayor Pro Tem Ana Reyes from the August 16, 2016 City Council meeting.

ACTIONS:

- 1) Motion to approve the excused absence of Deputy Mayor Pro Tem Reyes from the August 16, 2016 City Council meeting.
- 2) Motion to deny approval of the excused absence of Deputy Mayor Pro Tem Reyes from the August 16, 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: R2016-074

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.3

Consider approving Resolution No. 2016-074 adopting the City's amended Investment Policy; and take appropriate action.

BACKGROUND:

Section 2256.005, Texas Government Code and the City's Investment Policy requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and record any changes made to either the investment policies or investment strategies.

The City's existing policy has provided excellent guidance to staff and has been used as a model policy for other government entities. Additionally, the Investment Policy has been recognized with a Certification of Excellence Award by the Municipal Treasurers' Association of the United States and Canada. The City also amended its investment policy in 2015 to meet additional criteria for the Government Treasurers' Organization of Texas (GTOT) Investment Policy Certification Program and received certification under the GTOT program.

DISCUSSION:

The City of Farmers Branch manages and invests its cash consistent with four objectives. The objectives, listed in priority order, are: Safety, Liquidity, Yield, and Public Trust. The safety of principal invested always remains the primary objective. All investments are designed and managed in a manner responsive to the public trust and in accordance with state and local law.

The City's investment portfolio consists primarily of United States Agency, Municipal Bonds, Certificates of Deposit, and Repurchase Agreements with an average portfolio maturity of fifteen months and a maximum investment maturity of five years for operating and commingled pools containing operating funds.

City Administration is amending the City's investment policy to reflect changes in position titles of members serving on the Investment Committee and, per House Bill 870, reduces the amount of Public Funds Investment Act (Chapter 2256.008, Texas Government Code) training hours for city and school district finance and investment officers from ten hours every two years to eight hours every two years. City and school district finance and investment officers must still initially receive ten hours of training within 12 months after taking office or assuming investment duties. No other changes are recommended.

This resolution supports the City's guiding principle for financial stewardship.

RECOMMENDATION:

City Administration recommends approving Resolution No. 2016-074 adopting the City's amended investment policy.

POSSIBLE COUNCIL ACTION:

1. I move to approve adopting Resolution No. 2016-074 amending the City's investment policy.
2. I move to approve adopting Resolution No. 2016-074 with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-074
2. Exhibit A - City of Farmers Branch Investment Policy



**FARMERS
BRANCH**

RESOLUTION NO. 2016-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE CITY OF FARMERS BRANCH INVESTMENT POLICY ATTACHED HERETO AS EXHIBIT “A”; DECLARING THAT THE CITY COUNCIL HAS COMPLETED ITS REVIEW OF THE INVESTMENT POLICY OF THE CITY AND THAT EXHIBIT “A” RECORDS ANY CHANGES TO THE INVESTMENT POLICY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, the City Council of the City of Farmers Branch, Texas by resolution adopted an investment policy; and,

WHEREAS, Section 2256.005, Texas Government Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and record any changes made to either the investment policies or investment strategies.

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

SECTION 1. The City’s Investment Policy, attached as Exhibit “A”, is hereby adopted and shall govern the investment policies for the City, and shall define the authority of the investment official of the City from and after the effective date of this resolution.

SECTION 2. The City Council of the City of Farmers Branch has completed its review of the investment policies and investment strategies and any changes made to either the investment policies or investment strategies are recorded in Exhibit “A” hereto.

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

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 5. This resolution shall become effective immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS
BRANCH, TEXAS, THIS 6th DAY OF SEPTEMBER 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(Routine)

Exhibit A

CITY OF FARMERS BRANCH INVESTMENT POLICY INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Farmers Branch in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. The City Council of the City of Farmers Branch shall review and adopt, by resolution, its investment strategies and policy not less than annually. The resolution shall include a record of changes made to either the investment policy or strategy. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the "Act")) to define, adopt and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The City of Farmers Branch maintains portfolios that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium-term securities that will complement each other in a laddered or barbell maturity structure. The dollar weighted average maturity will be calculated using the stated final maturity date of each security.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium, if at all possible.

Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

INVESTMENT POLICY

I. SCOPE

This investment policy applies to all financial assets of the City of Farmers Branch. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- * General Fund
- * Special Revenue Funds
- * Debt Service Funds
- * Capital Projects Funds
- * Proprietary Funds
- * All Other Funds

II. OBJECTIVES

The City of Farmers Branch shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Yield, and Public Trust. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The City shall maintain a comprehensive cash management program that includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

Safety

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be suitable to the financial requirements of the City and shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value.

Liquidity

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets to insure marketability.

Yield

The City's cash management portfolio shall be designed with the objective of regularly exceeding the average rate of return on U.S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein, portfolio diversification and prudent investment policies.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

III. RESPONSIBILITY AND CONTROL

Investment Committee

In order to insure well qualified and capable investment management an Investment Committee, consisting of the City Manager, Director of Finance, Controller, and Financial Analyst shall meet at least quarterly to determine operational strategies and to monitor results. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers, and the target rate of return on the investment portfolio.

Delegation of Authority and Training

Authority to manage the City's investment program is derived from a resolution of the City Council. The Director of Finance is designated as investment officer of the City and is responsible for investment decisions and activities. The Director of Finance shall establish written procedures for the operation of the investment program, consistent with this investment policy. The investment officer shall attend at least one 10-hour training session relating to the officer's responsibility under the Act within 12 months after assuming duties. Thereafter, the investment officer shall attend an 8-hour training session not less than once every two years. Such training from an independent source shall be approved or endorsed by the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments.

Internal Controls

The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Director of Finance shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The results of this review shall be reported to the City Council. The internal controls shall address the following points:

- A. Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- B. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

- C. Custodial safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
- D. Avoidance of physical delivery securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
- E. Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via facsimile if on letterhead and the safekeeping institution has a list of authorized signatures.
- G. Development of a wire transfer agreement with the depository bank or third party custodian. This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

Competitive Bidding

At least three competitive offers or bids are required for all individual security purchases and sales (excluding transactions with local government investment pools and when issued securities which are deemed to be made at prevailing market rates)

Prudence

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written investment policy of the City.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market

price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

IV. REPORTING

Quarterly Reporting

The Director of Finance shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, current credit rating, and shall explain the total investment return for the quarter.

Annual Report

Within 60 days of the end of the fiscal year, the Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council.

Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A. A listing of individual securities, including credit rating, held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired.

- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from whom the security was purchased.
- C. Additions and changes to the market value during the period.
- D. Fully accrued interest for the reporting period.
- E. Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.
- F. Listing of investments by maturity date.
- G. The percentage of the total portfolio that each type of investment represents.
- H. Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

V. INVESTMENT PORTFOLIO

Active Portfolio Management

The City shall pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The investment officer will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

Investments

Assets of the City of Farmers Branch may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended. The City is not required to liquidate investments that were authorized investments at the time of purchase. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

I. Authorized

- A. Obligations of the United States of America, its agencies and instrumentalities, which have a liquid market with a readily determinable market value.
- B. Direct obligations of the State of Texas and agencies thereof.
- C. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or United States of America.

- D. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.
- E. Certificates of Deposit of state and national banks domiciled in Texas, guaranteed or insured by the Federal Deposit Insurance or its successor or secured by obligations described in A through D above, which are intended to include all direct agency or instrumentality issued mortgage backed securities rated AAA by a nationally recognized rating agency, and that have a market value of not less than the principal amount of the certificates.
- F. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities pledged with a third party, selected by the Director of Finance, other than an agency for the pledgor. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement.
- G. Joint pools of political subdivisions in the State of Texas which invest in instruments and follow practices allowed by current law. Investment in such pools shall be limited to 15% of the City's entire portfolio. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by a least one nationally recognized rating service.

II. Not Authorized

The City's authorized investments options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities.

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Holding Period

The City of Farmers Branch intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of investments of the City's operating funds and comingled pool exceed 24 months. For operating funds and comingled

pools containing operating funds of the City, the maximum final stated maturity of any investment shall not exceed five years.

Investments in all funds shall be managed in such a way that the market price losses resulting from interest rate volatility would be offset by coupon income and current income received from the volume of the portfolio during a twelve month period.

Risk and Diversification

The City of Farmers Branch recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification, which shall be achieved by the following general guidelines:

- A. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Act, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury Securities and Insured or Collateralized Certificates of Deposits.
- C. Risk of illiquidity due to technical complications shall be controlled by the selection of Securities dealers as described herein.

VI. SELECTION OF BANKS AND DEALERS

Depository

At least every five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Director of Finance shall conduct a comprehensive review of prospective depository's credit characteristics and financial history.

Certificates of Deposit

Banks seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Director of Finance.

Securities Dealers

For brokers and dealers of government securities, the City shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers." unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. Only brokers and dealers with a Dallas, Texas or Farmers Branch, Texas office shall be selected. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All Securities dealers shall provide the City with references from public entities, which they are currently serving. The Investment Committee shall adopt and annually review a list of qualified brokers authorized to engage in investment transactions with the entity.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements
- proof of National Association of Securities Dealers (NASD) certification
- proof of state registration
- completed broker/dealer questionnaire
- certification of having read the City's investment policy signed by a qualified representative of the organization
- acknowledgment that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization

Qualified representative means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

- A. For a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;
- B. For a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or
- C. For an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the certification on behalf of the investment pool.

Investment Pools

A thorough investigation of the pool is required prior to investing, and on a continual basis. All investment pools must supply the following information in order to be eligible to receive funds:

- * the types of investments in which money is allowed to be invested

- * the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool
- * the maximum stated maturity date any investment security within the portfolio has
- * the objectives of the pool
- * the size of the pool
- * the names of the members of the advisory board of the pool and the dates their terms expire
- * the custodian bank that will safekeep the pool's assets
- * whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation
- * whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment
- * the name and address of the independent auditor of the pool
- * the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool
- * the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios
- * a description of interest calculations and how interest is distributed, and how gains and losses are treated.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance.

VII. SAFEKEEPING AND CUSTODY

Insurance or Collateral

All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the Director of Finance or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a *third-party* safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City of Farmers Branch determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Farmers Branch, the firm pledging the collateral, and the Trustee.

Collateral Defined

The City of Farmers Branch shall accept only the following securities as collateral:

- A. FDIC and FSLIC insurance coverage.
- B. A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
- C. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.
- D. A bond of the State of Texas or of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten (10) years or less.
- E. A surety bond (issued by a solvent surety company authorized to do business in Texas) rated no less than "AAA" or its equivalent by a nationally recognized rating agency.

Subject to Audit

All collateral shall be subject to inspection and audit by the Director of Finance or the City's independent auditors.

Delivery vs. Payment

Treasury Bills, Notes, Bonds, Repurchase Agreements and Government Agencies' securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

VIII. INVESTMENT POLICY ADOPTION

The City of Farmers Branch investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed for effectiveness on an annual basis by the Investment Committee and any modifications will be recommended for approval to the City Council. The City Council shall review these investment policies and strategies not less than annually.

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Agencies: Federal agency securities.

Asked: The price at which securities are offered.

Bid: The price offered for securities.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Comprehensive Annual Financial Report (CAFR): The official annual report for the City of Farmers Branch. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S & L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

Federal Funds Rate: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

Federal National Mortgage Association (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open-market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party, and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SEC Rule 15C3-1: See uniform net capital rule.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bond: Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes: Intermediate term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price of the security. (b) **Net Yield** or **Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.



City of Farmers Branch

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

Staff Report

File Number: R2016-076

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.4

Consider approving Resolution No. 2016-076 to amend a site plan located at 13800 Diplomat Drive; and take appropriate action.

BACKGROUND:

The applicant, Feizy Properties, is proposing to expand the existing warehouse building located east of Diplomat Drive. Currently the property has an existing one-story building located on the site. The building was used as the former IBM call center and has been vacant since 2013. The applicant manufactures and sells rugs to the design trade, as opposed to the general public. They are staying in their traditional Dallas location on Stemmons Freeway, but hoping to redevelop the Farmers Branch property for additional storage and warehouse space.

DISCUSSION:

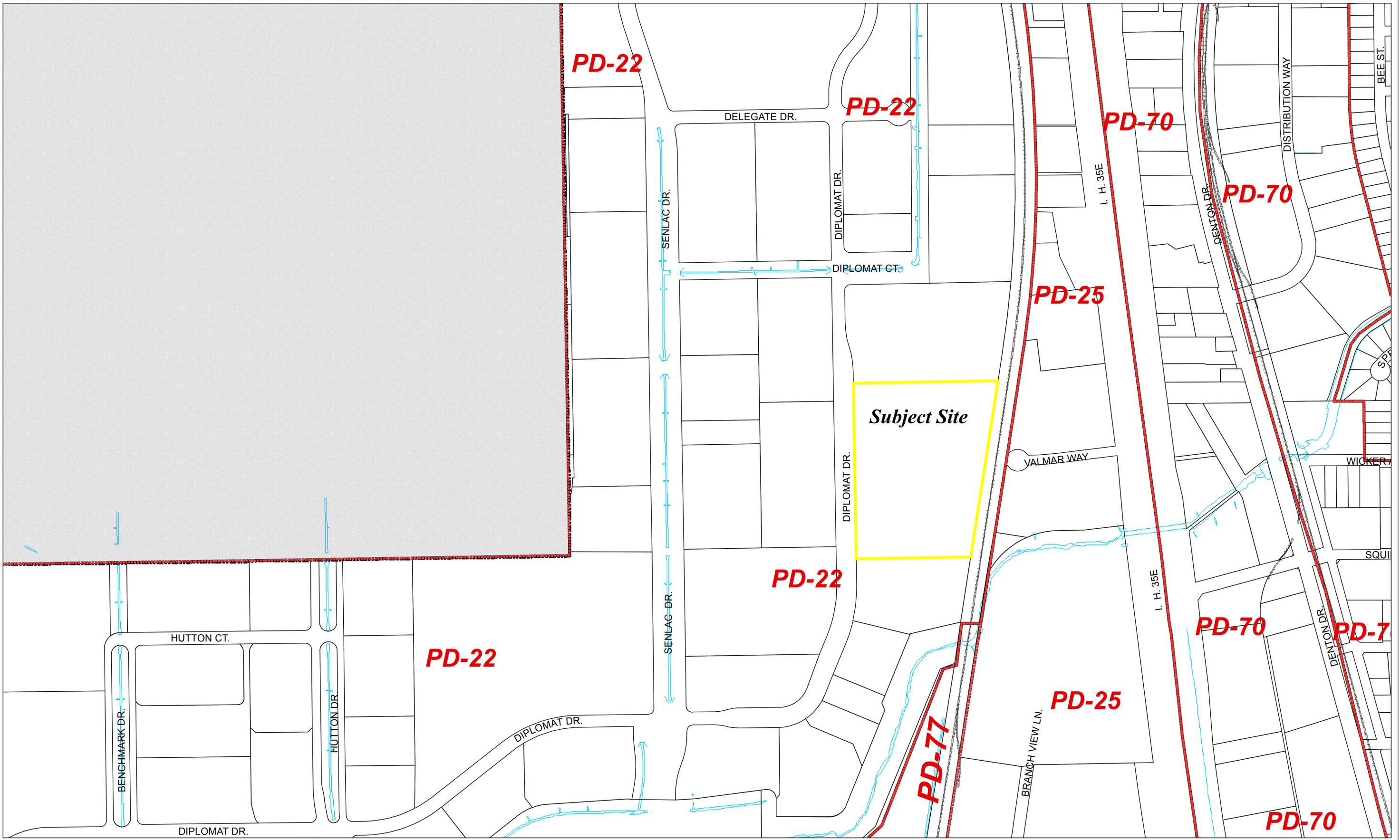
The applicant, Feizy Properties, has proposed expansion of the existing warehouse building located on the site. The additional space is needed to convert the floor area into racked rug storage. The site is currently zoned Planned Development District No. 22 (PD-22) which was designed to accommodate small to moderate scale industrial and commercial businesses and to minimize any conflict between the non-residential and residential uses.

RECOMMENDATION:

On August 8th, the Planning and Zoning Commission recommended approval of the Detailed Site Plan as described in the Resolution No. 2016-076

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Resolution No. 2016-076
5. Site Photographs



16-SP-09 - Location Map

13800 Diplomat Dr.

-  Zoning District Boundary
-  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.





16-SP-09 - Aerial Map

13800 Diplomat Dr.

-  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.

0 487.5 975

Feet NORTH

Date: 6/29/2016



Information MEMORANDUM

TO: Mayor and City Council
FROM: Charles Cox
City Manager
DATE: August 31, 2016
SUBJECT: Proposed Resolution No. 2016-076 to approve a Detailed Site Plan for a warehouse building

Existing Conditions:

The applicant, Feizy Properties, is proposing to expand the existing warehouse building located east of Diplomat Drive. Currently the property has an existing one-story building located on the site. The building was used as the former IBM call center and has been vacant since 2013.

The overall site is approximately 13 acres. The property is zoned Planned Development No. 22 (PD-22), 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. Any modifications to the existing site plan requires an amendment. The site is primarily bounded by light industrial and commercial uses. (See Location Map)

The applicant manufactures and sells rugs to the design trade, as opposed to the general public. They are staying in their traditional Dallas location on Stemmons Freeway, but hoping to redevelop the Farmers Branch property for additional storage and warehouse space.

Site Design:

Feizy Properties is expanding their business with the acquisition of a 225,106 square-foot existing building (180,156 square feet of first floor space and 44,950 square feet of mezzanine). The applicant is proposing adding approximately 59,815 square feet of footprint to the northeast corner of the existing building. The total footprint of the expanded building would be approximately 239,971 square feet which equals a lot coverage of 42%. (See Site Plan)

The building will contain both warehouse, storage and office space. The proposed building will contain approximately 239,971 square feet of warehouse and 44,950 square feet of office space. The largest portion of the building will be used to store their rugs and supplies.

Elevations:

The facade of the addition will match the existing building and will be a combination of brick and stucco. The exterior of this building will be approximately 75% masonry material. (See Elevations)

Landscaping and Open Space:

The applicant has proposed to provide additional ground cover in all of the parking islands as well as improve the berm with a combination of shrubs, ground cover and mulch, located along Diplomat Drive. An automatic irrigation system will be expanded to accommodate the additional landscaping.

Parking:

Based on the proposed use of this office/warehouse building, the need for employee and visitor parking on the site will be minimal. The existing site has 530 parking spaces. Only 150 parking spaces are required for this new use.

The modifications to the building and the site plan will involve adding a new fire lane. The applicant will add pavement to the northeast corner of the property and also repair the remainder of the pavement where needed.

Signage:

The applicant plans to add two signs on the existing plaques at the northwest and southwest corners of the property next to each entrance. They are also proposing one wall sign located on the western elevation, at the entrance to the business. The proposed signage is 54 square feet (18x3) in size and complies with the city's sign regulations.

Possible Council Action:

1. I move to adopt Resolution No. 2016-076.
2. I move to adopt Resolution No. 2016-076 with the following modification(s)...
3. I move to table the item or take no action.



RESOLUTION NO. 2016-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING A DETAILED SITE PLAN, INCLUSIVE OF BUILDING ELEVATIONS, FOR LOT 1, BLOCK 1, DIPLOMAT BUSINESS CENTER, CITY OF FARMERS BRANCH, TEXAS (ALSO KNOWN AS 13800 DIPLOMAT) LOCATED IN PLANNED DEVELOPMENT NO. 22 (PD-22); 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 1, Diplomat Business Center, an addition to the City of Farmers Branch, Dallas County, Texas, according to the plat thereof recorded as Instrument No. 200503534636, Official Public Records, Dallas County, Texas (“the Property”), which is located in; 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, 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 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. Elevations as shown in Exhibit “B;”

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 6TH DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

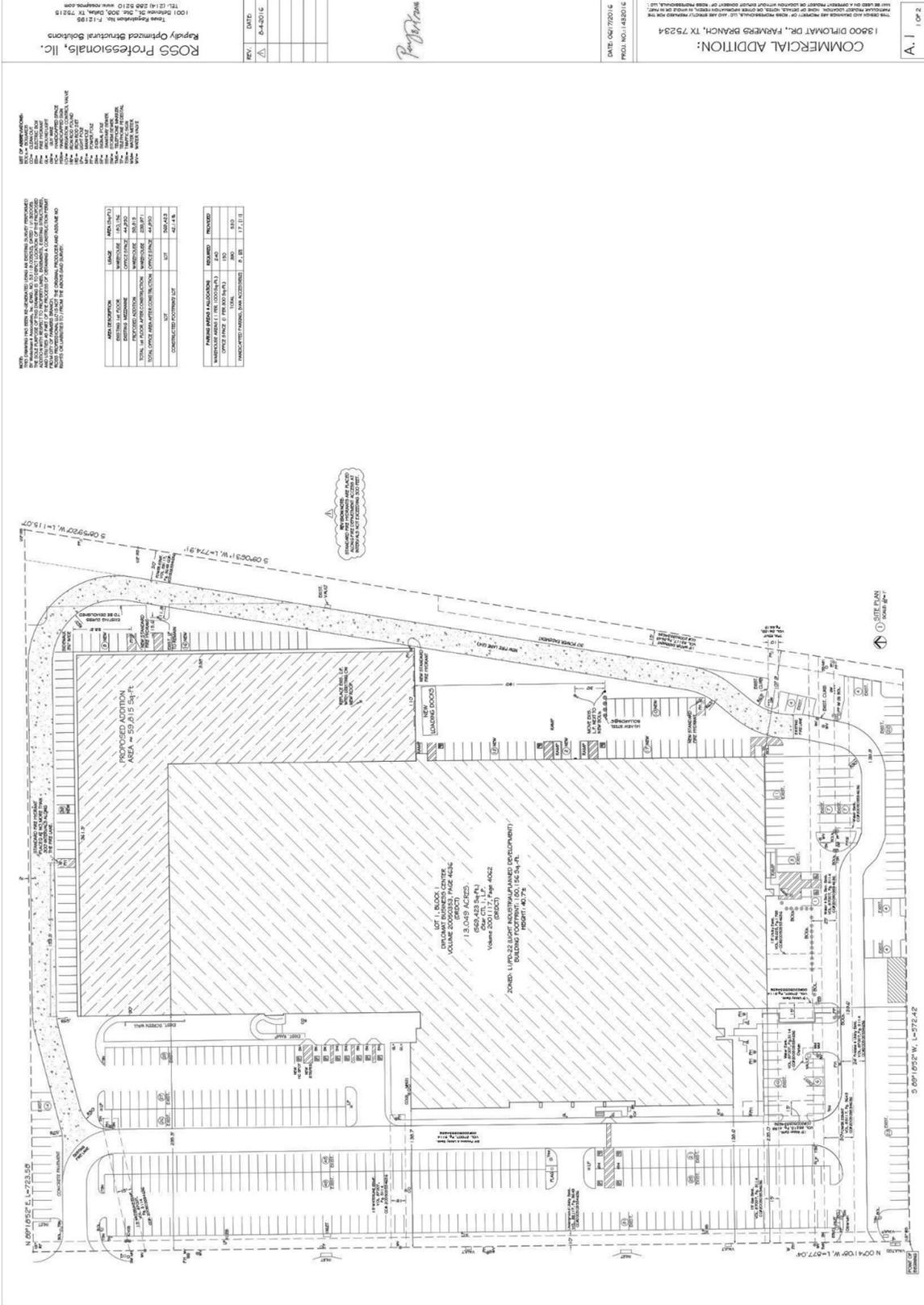
Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/26/16:78596)

Resolution No. 2016-076 Exhibit "A" – Detailed Site Plan



NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. THE SHOWN AREA IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, AND OTHER INTERESTS.
3. THE SHOWN AREA IS SUBJECT TO ALL RECORDING OFFICES AND TO ALL RECORDS.
4. THE SHOWN AREA IS SUBJECT TO ALL RECORDING OFFICES AND TO ALL RECORDS.
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7. THE SHOWN AREA IS SUBJECT TO ALL RECORDING OFFICES AND TO ALL RECORDS.
8. THE SHOWN AREA IS SUBJECT TO ALL RECORDING OFFICES AND TO ALL RECORDS.
9. THE SHOWN AREA IS SUBJECT TO ALL RECORDING OFFICES AND TO ALL RECORDS.
10. THE SHOWN AREA IS SUBJECT TO ALL RECORDING OFFICES AND TO ALL RECORDS.

ITEM	DESCRIPTION	DATE	BY
1	PRELIMINARY DESIGN	08/11/16	...
2	FINAL DESIGN	08/11/16	...
3	CONSTRUCTION PERMITS	08/11/16	...
4	CONSTRUCTION	08/11/16	...
5	COMPLETION	08/11/16	...

ROSS PROFESSIONALS, LLC
 13001 DEMPSEY DR., SUITE 200, DALLAS, TX 75234
 TEL: (214) 228-5210 WWW.ROSSPRO.COM

REV.	DATE	DESCRIPTION
1	08/11/16	...
2
3

DATE: 08/11/2016
 PROJECT: 13000 DIPLOMAT DR., FARMERS BRANCH, TX 75234
 COMMERCIAL ADDITION:
 13000 DIPLOMAT DR., FARMERS BRANCH, TX 75234

A.1
 1 of 2

Existing Photographs







City of Farmers Branch

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

Staff Report

File Number: R2016-077

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.5

Consider approving Resolution No. 2016-077 authorizing the City Manager to approve the purchase of four replacement utility body trucks for Parks and Recreation Department and Public Works Department in an amount not to exceed \$187,482 from Silsbee Ford through the Buy Board Cooperative purchase agreement; and take appropriate action.

BACKGROUND:

The FY2015-16 Fixed Asset Fund for vehicle/equipment replacement includes the replacement four (4) utility body trucks for the Parks and Recreation Department and Public Works Department. The four utility body trucks meet the recommended replacement criteria based on life cycle costs, age, and utilization and supports the Infrastructure and Assets Guiding Principle.

DISCUSSION:

The City of Farmers Branch requested a quotation from the Buy Board Cooperative. City Administration evaluated the quotations as to meeting specifications and desire to award the purchase of the four replacement utility body trucks to Silsbee Ford.

The FY2015-16 budget amount for the four utility body trucks is \$189,000. The quotations came in at \$187,482.

RECOMMENDATION:

City Administration recommend approval of the purchase of four utility body trucks from Silsbee Ford through the Buy Board Cooperative budgeted in the FY2015-16 Budget.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution 2016-077 authorizing the City Manager to approve the purchase of four replacement utility body trucks in the total amount of \$187,482.
2. I move to approve Resolution 2016-077 authorizing the City Manager to approve the purchase of four replacement utility body trucks in the total amount of \$187,482, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-077
2. Information Memorandum to Council
3. Vehicle quote information



RESOLUTION NO. 2016-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE PURCHASE OF FOUR UTILITY BODY TRUCKS FOR PARKS AND RECREATION DEPARTMENT AND PUBLIC WORKS DEPARTMENT IN THE TOTAL AMOUNT OF \$187,482 FROM SILSBEE FORD THROUGH THE BUY BOARD COOPERATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the FY 2015-16 Fixed Asset budget includes \$189,000 for the purchase of four (4) utility body trucks; and

WHEREAS, City staff prepared specifications and requested a quotation from the Buy Board Cooperative; and

WHEREAS, having evaluated the quotations received and determining vehicles meeting specifications can be purchased from Silsbee Ford through the City's cooperative purchasing program with the Buy Board Cooperative for the amount of \$187,482; the City administration recommends such purchase; and

WHEREAS, the City Council of the City of Farmers Branch, finds it to be in the public interest to purchase the utility body trucks from Silsbee Ford through the Buy Board Cooperative;

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 purchase, on behalf of the City, four (4) utility body trucks from Silsbee Ford through the City's cooperative purchasing agreement with the Buy Board Cooperative in an amount not to exceed \$187,482.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 6TH DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney



INFORMATION MEMORANDUM

TO: Mayor and City Council

FROM: Kevin Muenchow, Fleet and Facilities Director

DATE: September 6, 2016

SUBJECT: Purchase of Sedans

The FY2015-16 Fixed Asset Fund includes the replacement of one utility body truck for the Parks and Recreation Department and three utility body trucks for the Public Works Department. The four utility body trucks being replaced meet the recommended replacement criteria based on life cycle costs, age, and utilization and supports the Infrastructure and Assets Guiding Principle.



**pictures are a representation of a utility body truck and does not reflect the exact Configuration for each truck.

The information on the units being replaced is as follows:

Unit 51070

- 2003 Ford F-250 Extended Cab Truck
- Purchase Price \$21,048
- Total life to date maintenance and repair costs as of Aug 18, 2016 - \$28,292

Unit 27560

- 2004 Ford F-350 Crew Cab Utility Body Truck
- Purchase Price \$34,379
- Total life to date maintenance and repair costs as of Aug 18, 2016 - \$32,536

Unit 86300

- 2004 Ford F-350 Extend Cab Utility Body Truck
- Purchase Price \$31,793
- Total life to date maintenance and repair costs as of Aug 18, 2016 - \$49,819

Unit 86101

- 2006 Ford F-350 Extended Cab Utility Body Truck
- Purchase Price \$33,066
- Total life to date maintenance and repair costs as of Aug 18, 2016 - \$38,205

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FARMERS BRANCH
 Contact: KEVIN MUENCHOW 972.623.7714
 Phone/email: KEVIN.MUENCHOW@FARMERSBRANCHTX.GC
 Product Description: 2017 FORD F350

Prepared by: RICHARD HYDER
 Phone: (409) 300-1385
 Email: ryder.cowboyfleet@gmail.com
 Date: August 8, 2016

A. Bid Series: 114 A. Base Price: \$ 22,220.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
X3E	F350 EXTENDED CAB SRW 60" CA	\$ 5,400.00			
996	6.2L V8 GAS	\$ -			
52B	TRAILER BRAKE CONTROLLER	\$ 259.00			
90L	POWER EQUIPMENT GROUP	\$ 1,058.00		UNIT #86300	
Z1	EXTERIOR--WHITE	\$ -			
AS	INTERIOR--40/20/40 VINYL	\$ -			
HIT	KNAPHEIDE 7108J SERVICE BODY,	\$ 15,795.00			
	PIPE RACK, AIR COMPRESSOR,				
	DES07111602REV				

Total of B. Published Options: \$ 22,512.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= %

Options	Bid Price	Options	Bid Price
LEGAL TINT	\$ 195.00		

Total of C. Unpublished Options: \$ 195.00

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: _____ \$ -
- J. Additional Delivery Charge: 292 miles \$ 511.00
- K. Subtotal: \$ 45,438.00
- L. Quantity Ordered 1 x K = \$ 45,438.00
- M. Trade in: _____
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ -
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 45,438.00

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FARMERS BRANCH
 Contact: KEVIN MUENCHOW 972.623.7714
 Phone/email: KEVIN.MUENCHOW@FARMERSBRANCHTX.GC
 Product Description: 2017 FORD F350

Prepared by: RICHARD HYDER
 Phone: (409) 300-1385
 Email: rhyder.cowboyfleet@gmail.com
 Date: August 8, 2016

A. Bid Series: 114 A. Base Price: \$ **22,220.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W3G	F350 CREW CAB DRW 60" CA	\$ 6,565.00			
996	6.2L V8 GAS	\$ -			
52B	TRAILER BRAKE CONTROLLER	\$ 259.00		STREET DIVISION #27560	
90L	POWER EQUIPMENT GROUP	\$ 1,058.00			
Z1	EXTERIOR--WHITE	\$ -			
AS	INTERIOR--40/20/40 VINYL	\$ -			
HIT	KNAPHEIDE 7108D54J SERVICE	\$ 12,403.00			
	BODY TO CUST SPEC				
	DES07111601REV				
Total of B. Published Options:					\$ 20,285.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= %

Options	Bid Price	Options	Bid Price
LEGAL TINT	\$ 195.00		
Total of C. Unpublished Options:			\$ 195.00

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: \$ -
- J. Additional Delivery Charge: 292 miles \$ **511.00**
- K. Subtotal: \$ **43,211.00**
- L. Quantity Ordered 1 x K = \$ **43,211.00**
- M. Trade in: \$ -
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ -
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ **43,211.00**

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FARMERS BRANCH Prepared by: RICHARD HYDER
 Contact: KEVIN MUENCHOW 972.623.7714 Phone: (409) 300-1385
 Phone/email: KEVIN.MUENCHOW@FARMERSBRANCHTX.GC Email: rhyder_cowboyfleet@gmail.com
 Product Description: 2017 FORD F-SUPER DUTY Date: August 8, 2016

A. Bid Series: 117 A. Base Price: \$ 29,426.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W4G	CREW CAB DRW 60" CA	\$ 5,975.00			
99S	6.8L V10 GAS	\$ -			
52B	TRAILER BRAKE CONTROLLER	\$ 259.00		UTILITIES DIVISION	
90L	POWER EQUIPMENT GROUP	\$ 1,058.00		UNIT 86101	
Z1	EXTERIOR--WHITE	\$ -			
AS	INTERIOR--40/20/40 VINYL	\$ -			
HIT	KNAPHEIDE 6108D54J BODY, OH	\$ 17,105.00			
	RACK, IR COMPRESSOR, OXY/ACT				
	RACK PER DES07111604REV2				
Total of B. Published Options:					\$ 24,397.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0 %

Options	Bid Price	Options	Bid Price
LEGAL TINT	\$ 195.00		
Total of C. Unpublished Options:			\$ 195.00

D. Pre-delivery Inspection: \$ -

E. Texas State Inspection: \$ -

F. Manufacturer Destination/Delivery: \$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

I. Contract Price Adjustment: _____

J. Additional Delivery Charge: 292 miles \$ 511.00

K. Subtotal: \$ 54,529.00

L. Quantity Ordered 1 x K = \$ 54,529.00

M. Trade in: _____

N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ -

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 54,529.00

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FARMERS BRANCH
 Contact: KEVIN MUENCHOW 972.623.7714
 Phone/email: KEVIN.MUENCHOW@FARMERSBRANCHTX.GC
 Product Description: 2017 FORD F350

Prepared by: RICHARD HYDER
 Phone: (409) 300-1385
 Email: rhyder.cowboyfleet@gmail.com
 Date: August 8, 2016

A. Bid Series: 114 A. Base Price: \$ 22,220.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W3E	F350 CREW CAB SRW 60" CA	\$ 6,265.00			
996	6.2L V8 GAS	\$ -			
52B	TRAILER BRAKE CONTROLLER	\$ 259.00		PARK MAINTENANCE DIVISION	
90L	POWER EQUIPMENT GROUP	\$ 1,058.00		UNIT 51070	
Z1	EXTERIOR--WHITE	\$ -			
AS	INTERIOR--40/20/40 VINYL	\$ -			
HIT	KNAPHEIDE 6108J SERVICE	\$ 12,806.00			
	BODY TO CUST SPEC W/ OVERHEAD				
	PIPE RACK PER DES07111603				
Total of B. Published Options:					\$ 20,388.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= %

Options	Bid Price	Options	Bid Price
LEGAL TINT	\$ 195.00		
PARTS/SERVICE MANUALS ON CD FOR F350	\$ 295.00		
PARTS/SERVICE MANUALS ON CD FOR F450	\$ 295.00		
Total of C. Unpublished Options:			\$ 785.00

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: \$ -
- J. Additional Delivery Charge: 292 miles \$ 511.00
- K. Subtotal: \$ 43,904.00
- L. Quantity Ordered 1 x K = \$ 43,904.00
- M. Trade in: \$
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ 400.00
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE **\$ 44,304.00**



City of Farmers Branch

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

Staff Report

File Number: R2016-079

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.6

Consider approving Resolution No. 2016-079 authorizing the purchase of replacement office furniture for Community Services Department from Wilson Office Interiors through the State of Texas Multiple Award Schedule; and take appropriate action.

BACKGROUND:

The Community Services 2015-16 Operating Budget Fund includes the replacement of City Hall Community Services cubicles and office furniture as a part of the City Hall renovation project. City Hall is over 25 years old and is being renovated, supporting the City of Farmers Branch Guiding Principles.

DISCUSSION:

The City of Farmers Branch requested a quotation from the State of Texas Multiple Award Schedule. City Administration evaluated the quotations as to meeting specifications and desires to award the purchase of the replacement cubicles and office furniture to Wilson Office Interiors.

The Community Services 2015-16 Operating Budget Fund has allocated \$85,100 for this purpose.

RECOMMENDATION:

City Administration recommends approving Resolution No. 2016-079 authorizing the purchase of replacement cubicles and office furniture for Community Services in the total amount of not to exceed \$80,000.00 from Wilson Office Interiors through the State of Texas Multiple Award Schedule.

POSSIBLE COUNCIL ACTION:

1. Motion to approve Resolution No. 2016-079 authorizing the purchase of replacement cubicles and office furniture for Community Services in the total amount of \$80,000 from Wilson Office Interiors through the State of Texas Multiple Award Schedule.
2. Motion to approve Resolution No. 2016-079 authorizing the purchase of replacement cubicles and office furniture for Community Services in the total amount of \$80,000 from Wilson Office Interiors through the State of Texas Multiple Award Schedule with modifications.
3. Motion to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-079



RESOLUTION NO. 2016-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE PURCHASE OF REPLACEMENT CUBICLES AND OFFICE FURNITURE FOR COMMUNITY SERVICES DEPARTMENT FROM WILSON OFFICE INTERIORS THROUGH THE STATE OF TEXAS MULTIPLE AWARD SCHEDULE IN THE TOTAL AMOUNT OF \$80,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2015-16 Community Services Operating budget provides \$85,100 for the purchase of replacement cubicles and office furniture for Community Services Department located at City Hall; and

WHEREAS, City Administration prepared specifications and requested a quotation from the State of Texas Multiple Award Schedule; and

WHEREAS, having evaluated the quotation received and determining the cubicles and office furniture meeting specifications can be purchased from Wilson Office Interiors through the City's cooperative purchasing agreement with the State of Texas Multiple Award Schedule for the maximum amount of \$80,000; and

WHEREAS, City Administration recommends such purchase of replacement cubicles and office furniture from Wilson Office Interiors in the amount not to exceed \$80,000; and

WHEREAS, the City Council of the City of Farmers Branch, finds it to be in the public interest to concur in such 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 purchase, on behalf of the City, replacement cubicles and furniture from Wilson Office Interiors through the City's cooperative purchasing agreement with State of Texas Multiple Award Schedule in an amount not to exceed \$80,000.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 6 DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:2/24/16:75705)



City of Farmers Branch

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

Staff Report

File Number: R2016-080

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.7

Consider approving Resolution No. 2016-080 allowing a “Temporary Carnival” per Ordinance No. 1770 for the Mary Immaculate Catholic Church Annual Parish Fall Festival, located at 2800 Valwood Parkway, to be held on September 30, 2016 and October 1, 2016; and take appropriate action.

BACKGROUND:

Ordinance No. 1770 allows a “Temporary Carnival or Circus” in all zoning districts if prior approval is granted by passage of a resolution of the City Council for such use.

Attached is a request submitted by Father Michael Forge with the Mary Immaculate Catholic Church, located at 2800 Valwood Parkway, requesting permission to host their 13th Annual Parish Fall Festival to be held on September 30, 2016 and October 1, 2016, which will include the use of an outdoor amplified PA system.

DISCUSSION:

Last year, approval was granted to host the Fall Festival, with a provision in the resolution allowing for the use of an outdoor amplified PA system until 9:00 p.m. on Friday, and until 9:00 p.m. on Saturday. The same provision has been included in the proposed resolution. This provision does not allow the event to violate the City’s Noise Ordinance, which provides that “no person shall make or cause to be made any unreasonably loud, disturbing and unnecessary noise in the City which is offensive to the ordinary sensibilities of the inhabitants of the city...”

RECOMMENDATION:

City Administration recommends adopting Resolution No. 2016-080 allowing a “Temporary Carnival” per Ordinance No. 1770 for the Mary Immaculate Catholic Church Annual Parish Fall Festival, located at 2800 Valwood Parkway, to be held on September 30, 2016 and October 1, 2016.

ACTIONS:

- 1) Motion to approve Resolution No. 2016-080 allowing a “Temporary Carnival” per Ordinance No. 1770 for the Mary Immaculate Catholic Church Annual Parish Fall Festival, located at 2800 Valwood Parkway, to be held on September 30, 2016 and October 1, 2016.
- 2) Motion to deny Resolution No. 2016-080 allowing a “Temporary Carnival” per Ordinance No. 1770 for the Mary Immaculate Catholic Church Annual Parish Fall Festival, located at 2800 Valwood Parkway, to be held on September 30, 2016 and October 1, 2016.

- 3) Motion to modify to meet the needs of the Council.
- 4) Motion to table the issue for further study or take no action.

ATTACHMENTS:

1. Request from Mary Immaculate
2. Resolution No. 2016-080



Mary Immaculate Catholic Church

May 13, 2016

City of Farmers Branch

DELIVERED ELECTRONICALLY

Dear Farmers Branch City Council:

Mary Immaculate Catholic Church, established in 1956 in Farmers Branch, once again humbly seeks your approval permitting us to host our now 13th Annual Parish Fall Festival from 6:00 p.m. to 10:00 p.m. on the evening of September 30th and then again on Saturday October 1st beginning with breakfast sales from 8:00 am to 10:00 am and continuing with festival rides and food sales from 10:00 a.m. to 9:00 p.m. that day.

Last year we incorporated a new attraction, a zip-line, into the event. While the zip-line can extend up to 200', we were limited in the size to completely fit within the parking area without obstructing the fire lane. To take full advantage of the length of this feature this year, we are asking for a variance allowing us to use the fire lane on the far east side of the parking lot. This would still leave the fire lane closest to the church structures open for emergency purposes. Emergency equipment would be able to access the area from both the Valwood Parkway entrance, two entrances on Longmeade Drive (the primary access points) and the exit lane on Dennis Lane.

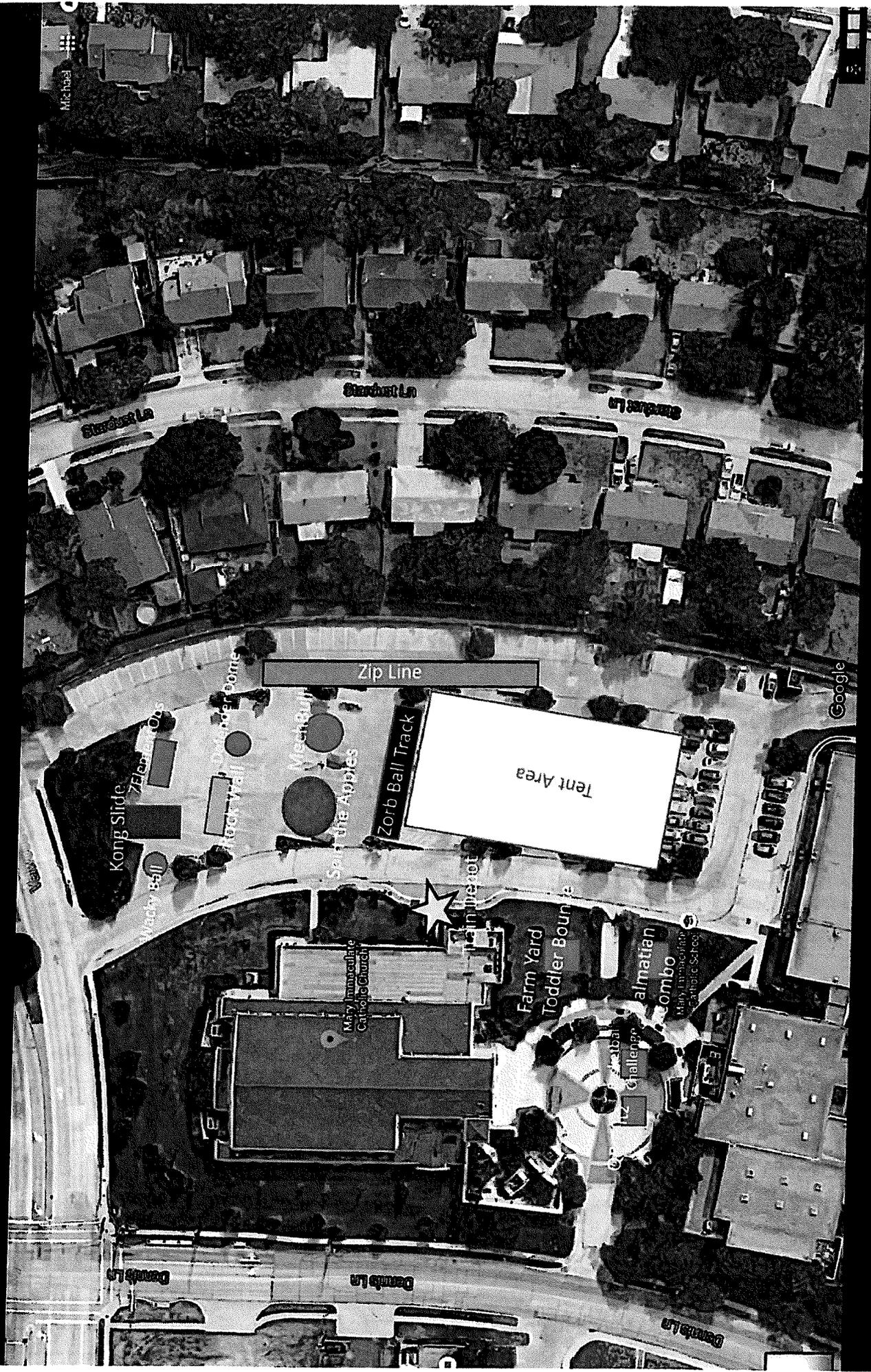
The Parish Fall Festival continues to provide our church the opportunity to come together and offer food, rides, entertainment and fellowship for people of all ages, races, creeds and socioeconomic backgrounds, reaching out to members of the larger Farmers Branch community and surrounding areas. Last year, you graciously and unanimously approved our request to host the Fall Festival. The event was a huge success. Thank you for your confidence in our ability to manage the event in a fashion to serve and accommodate our entire community with little disruption to our neighbors. We have strived to keep the volume of the outside performances to a decent and acceptable level and will do so again this year.

Once again, I am asking that you please grant permission for us to continue offering our Festival including the use of an outside PA system for announcements, music and entertainment and a variance for the use of the east fire lane for the zip-line attraction.

If you have any questions, or need further clarification, please feel free to contact me.

Sincerely,

Rev. Michael D. Forge, Pastor



Michael Ln

Starburst Ln

Starburst Ln

Starburst Ln

Kong Slide

Wacky Ball

Water Wall

Water Bombs

Spin the Apples

Zorb Ball Track

Zip Line

Tent Area

Mary Immaculate Catholic Church

Farm Yard
Toddler Bounce

almatian Combo
Mary Immaculate Catholic School

Challenge

Main Street

Derris Ln

Derris Ln

Derris Ln

Google



RESOLUTION NO. 2016-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ALLOWING A “TEMPORARY CARNIVAL OR CIRCUS” USE WITH CONDITIONS FROM SEPTEMBER 30, 2016 THROUGH OCTOBER 1, 2016, ON PROPERTY LOCATED AT 2800 VALWOOD PARKWAY, FARMERS BRANCH, TEXAS, TO MARY IMMACULATE CATHOLIC CHURCH FOR THE PURPOSE OF HOLDING ITS 2016 ANNUAL FALL FESTIVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mary Immaculate Catholic Church, located on property at 2800 Valwood Parkway, Farmers Branch, Texas, (hereinafter, the “Property”) desires to hold a 2016 Annual Fall Festival on the Property from September 30, 2016 through October 1, 2016, to include food, carnival rides and outdoor and indoor music entertainment; and

WHEREAS, the proposed 2016 Annual Fall Festival activities are considered a “Temporary Carnival or Circus” use under the City’s Comprehensive Zoning Ordinance, said use being allowed in all zoning districts with prior approval of the City Council; and

WHEREAS, the City Council of the City of Farmers Branch, desires to allow a “Temporary Carnival or Circus” use with as requested.

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

SECTION 1. A “Temporary Carnival or Circus” shall be permitted September 30, 2016 through October 1, 2016 on property located at 2800 Valwood Parkway, Farmers Branch, Texas, (hereinafter, the “Property”) to Mary Immaculate Catholic Church for the purpose of holding its 2016 Annual Fall Festival.

SECTION 2. The “Temporary Carnival or Circus” use on the subject Property shall be permitted only in accordance with, and subject to, the following conditions:

- A. “Temporary Carnival or Circus” use on the subject Property is granted herein from September 30, 2016 through October 1, 2016;
- B. Mary Immaculate Catholic Church shall obtain all necessary permits required by the City of Farmers Branch or any other regulatory governmental authority prior to September 30, 2016, for the activities proposed for the 2016 Annual Fall Festival;
- C. Use of an outdoor amplified PA system shall be permitted on the subject Property on Friday, September 30, 2016, for the purpose of announcements and outdoor amplified music until 9:00 p.m. There shall be no outdoor amplified music on September 30, 2016, after 9:00 p.m.;

- D. Use of an outdoor amplified PA system shall be permitted on the subject Property on Saturday, October 1, 2016 for the purpose of announcements and outdoor amplified music until 9:00 p.m. There shall be no outdoor amplified music on October 1, 2016 after 9:00 p.m.; and
- E. No authority granted herein shall exempt any person from obeying the City of Farmers Branch Code of Ordinances regulating noise within the City of Farmers Branch, nor shall any authority granted herein supersede the Farmers Branch Police Department's authority and discretion to enforce said ordinances.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 6th DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/18/16:78383)



City of Farmers Branch

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

Staff Report

File Number: R2016-081

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.8

Consider approving Resolution No. 2016-081 authorizing the purchase of audio equipment and implementation services for City Council Chambers in an amount not to exceed \$64,000 from Lantek Audio, Video & Communications, utilizing The Cooperative Purchasing Network (TCPN) contract pricing for audio equipment and supplies; and take appropriate action.

BACKGROUND:

This implementation is part of a multi-year plan to upgrade the existing audio and video technology utilized in the city council chambers. Most of the technology being utilized in the council chambers has been in place since 1989 and has far exceeded its anticipated useful life. This particular project involves the upgrade of the audio equipment and replacement of the existing podium. Future phases will include the upgrade and replacement of the video, lighting and control systems.

DISCUSSION:

This project is a combination of audio equipment purchases and implementation services, as approved in the fiscal year 2015-16 budget.

RECOMMENDATION:

Staff recommends approving Resolution No. 2016-081 authorizing the purchase of audio equipment, and implementation services in an amount not to exceed \$64,000, including contingencies, from Lantek Audio, Video & Communications utilizing The Cooperative Purchasing Network (TCPN) contract pricing for audio equipment and supplies.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-081 authorizing the purchase of audio equipment, and implementation services in an amount not to exceed \$64,000 from Lantek Audio, Video & Communications, utilizing The Cooperative Purchasing Network (TCPN) contract pricing for audio equipment and supplies.
2. I move to approve Resolution No. 2016-081 authorizing the purchase of audio equipment, and implementation services in an amount not to exceed \$64,000 from Lantek Audio, Video & Communications, utilizing The Cooperative Purchasing Network (TCPN) contract pricing for audio equipment and supplies with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-081

2. Chambers Audio proposal



RESOLUTION NO. 2016-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE PURCHASE OF AUDIO EQUIPMENT AND IMPLEMENTATION SERVICES FOR CITY COUNCIL CHAMBERS FROM LANTEK AUDIO, VIDEO, AND COMMUNICATIONS, UTILIZING THE COOPERATIVE PURCHASING NETWORK (TCPN) CONTRACT PRICING FOR AUDIO EQUIPMENT AND SUPPLIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmers Branch, Texas, pursuant to the authority granted by Section 271.081 – 271.083 Local Government Code, V.T.C.A., desires to participate in the described purchasing programs of The Cooperative Purchasing Network (TCPN) for the procurement of audio systems and implementation services; and

WHEREAS, the Fiscal Year 2015-2016 budget includes a fixed asset for audio upgrades of equipment and implementation services; and

WHEREAS, City Administration prepared specifications and requested vendor quotations utilizing The Cooperative Purchasing Network (TCPN) contract; and

WHEREAS, City Administration has determined that the equipment which meets specifications can be purchased from Lantek, Audio, Video, and Communications, through The Cooperative Purchasing Network (TCPN) in an amount not to exceed \$64,000.00; and

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to purchase the above described equipment and services.

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 take such action as necessary to purchase equipment and implementation services from Lantek, Audio, Video, and Communications in an amount not to exceed \$64,000.00 through the City's cooperative purchasing agreement with The Cooperative Purchasing Network (TCPN), including any change orders requiring an increase in the contract price subject to availability of current funds.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 6th DAY OF SEPTEMBER, 2016.

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/26/16:78610)

APPROVED:

Bob Phelps, Mayor



2780 N. Great Southwest Pkwy. Grand Prairie, TX 75050
 Office: 972-642-9994 Fax: 972-642-9993
<http://www.lantekcommunications.com>

Farmers Branch Audio Upgrade REV7 TCPN#R5192-TX-11403

Qty	Description	Manufacturer	Part/Model No.	Each Price	Ext. Price
1	Removal of Old Equipment	LANtek1	LANtek1		
Stand Alone Large Audio Video Rack					
1	Stand Alone 44RU Rack with Rear Door. 32" D	Middle Atlantic	WRK-44SA-32	\$ 1,006.25	\$ 1,006.25
1	Fan Top, 380 CFM	Middle Atlantic	MW-4FT-380CFM	\$ 286.88	\$ 286.88
1	Rack Mount Power Distribution (8 Outlet)	Middle Atlantic	PD-915R	\$ 87.08	\$ 87.08
1	Power Strip, 20 Outlet, 15A	Middle Atlantic	PDT-2015C-NS	\$ 134.38	\$ 134.38
Audio Video Lectern					
1	Multi Media Lectern	VFI	PDVP5001	\$ 1,786.25	\$ 1,786.25
1	22" LCD Monitor	Dell	P2214H	\$ 217.50	\$ 217.50
1	HDMI Extender and Reciever	Crestron	HD-EXT3-C-B_SYSTEM	\$ 625.00	\$ 625.00
1	LCD Monitor Mount	VFI	PLM1022	\$ 136.25	\$ 136.25
1	Fully Digital Congress System Delegate Unit	Taiden	HCS-48U7DMICSPK	\$ 363.75	\$ 363.75
1	Multi-function Connector	Taiden	HCS-4340DU/50	\$ 426.25	\$ 426.25
1	Cable Well	Crestron	TT-101	\$ 281.25	\$ 281.25
Congress Microphones					
1	Fully Digital Congress System Main Unit	Taiden	HCS-4100MC/50	\$ 2,172.50	\$ 2,172.50
1	Fully Digital Congress System Chairman Unit	Taiden	HCS-48U7CMICSPK	\$ 396.25	\$ 396.25
8	Fully Digital Congress System Delegate Unit	Taiden	HCS-48U7DMICSPK	\$ 363.75	\$ 2,910.00
1	Multi-function Connector	Taiden	HCS-4340CU/50	\$ 426.25	\$ 426.25
7	Multi-function Connector	Taiden	HCS-4340DU/50	\$ 426.25	\$ 2,983.75
2	6-Pin Extension Cable 50 m (164 ft),	Taiden	CBL6PS-50	\$ 247.50	\$ 495.00
2	6-Pin Extension Cable 3 m (9.8 ft),	Taiden	CBL6PS-03	\$ 22.50	\$ 45.00
1	Premium Maintenance & Support Program 1-year	Taiden	MV-SLA-Gold	\$ 442.75	\$ 442.75
Wireless Microphones					
1	Wireless Receiver	Shure	ULXD4	\$ 868.75	\$ 868.75
1	Wireless Hand Held Transmitter	Shure	ULXD2/SM58	\$ 468.75	\$ 468.75
1	Wireless Belt Pack	Shure	ULXD1	\$ 437.50	\$ 437.50
1	Wireless Belt Pack Lav Microphone	Shure	WL185	\$ 103.75	\$ 103.75
1	Rack Mount Kit	Shure	UA507	\$ 21.25	\$ 21.25
Sound Reinforcement					
1	Digital Signal Processor	BSS	BLU-100	\$ 1,637.50	\$ 1,637.50
1	Digital Signal Processor Output Expander	BSS	BLU-BOB2	\$ 537.50	\$ 537.50
4	AcousticPerformance Series 15" Installation Loudspeaker	QSC	AP-5152	\$ 1,248.75	\$ 4,995.00
4	Custom Mounting	LANtek	Custom487	\$ 206.25	\$ 825.00
1	C28:4 (4 x 700 / 700 / 700 / 700 W)	Lab Gruppen	C28:4	\$ 2,697.50	\$ 2,697.50
1	C16:4 (4 x 300 / 400 / 400 / 400 W)	Lab Gruppen	C16:4	\$ 2,311.25	\$ 2,311.25
Control System					
1	Control System Processor	Crestron	CP3	\$ 1,125.00	\$ 1,125.00
1	10 Port Cisco Network Switch with POE	Cisco	SG300-10MPP-K9-NA	\$ 286.02	\$ 286.02
1	10" Touch Panel Controller	Crestron	TSW-1052-B-S	\$ 1,500.00	\$ 1,500.00
1	Table Top Kit	Crestron	TSW-1050-TTK	\$ 156.25	\$ 156.25
3	7" Touch Panel Controller	Crestron	TSW-752-B-S	\$ 1,000.00	\$ 3,000.00
2	Table Top Kit	Crestron	TSW-750-TTK	\$ 125.00	\$ 250.00
Assisted Listen					
1	Personal PA® Pro FM Assistive Listening System	Williams Sound	PPA 457 PRO	\$ 1,200.88	\$ 1,200.88
Spare					
1	Fully Digital Congress System Delegate Unit	Taiden	HCS-48U7DMICSPK	\$ 363.75	\$ 363.75
1	Multi-function Connector	Taiden	HCS-4340DU/50	\$ 426.25	\$ 426.25
Cable					
1.5	DigitalMedia 8G™ Cable, Plenum	Crestron	DM-CBL-8G-P-SP500	\$ 375.00	\$ 562.50
MATERIAL SUBTOTAL					\$ 38,996.74
MISCELLANEOUS					
1	General Supplies	1LANtek		\$ 974.92	\$ 974.92
1	Storage, Freight, Handling and Delivery	1LANtek		\$ 1,949.84	\$ 1,949.84
1	1 Year Service Warranty	1LANtek		\$ 731.19	\$ 731.19
MISCELLANEOUS SUBTOTAL					\$ 3,655.95



2780 N. Great Southwest Pkwy. Grand Prairie, TX 75050
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Farmers Branch Audio Upgrade REV7 TCPN#R5192-TX-11403

Qty	Description	Manufacturer	Part/Model No.	Each Price	Ext. Price
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LABOR

1 Lt	Installation Technician	1LANtek		\$ 7,150.00	\$ 7,150.00
1 Lt	Project Management	1LANtek		\$ 715.00	\$ 715.00
1 Lt	Customer Training	1LANtek		\$ 520.00	\$ 520.00
1 Lt	Documentation & Design Services	1LANtek		\$ 975.00	\$ 975.00
1 Lt	Audio System Programming	1LANtek		\$ 3,000.00	\$ 3,000.00
1 Lt	Control System Programming and Commissioning	1LANtek		\$ 4,000.00	\$ 4,000.00

LABOR SUBTOTAL \$ **16,360.00**

SUB TOTAL \$ 59,012.69

This quote is valid for 60 days

GRAND TOTAL \$ 59,012.69



City of Farmers Branch

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

Staff Report

File Number: R2016-082

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.9

Consider adoption of Resolution No. 2016-082 awarding the bid for the Christmas lighting and animation installation, programming, maintenance and removal to Kevin Schaded Lighting in the amount of \$96,000 and take appropriate action.

BACKGROUND:

The Tour of Lights started in 1991 and this year marks the 25th anniversary. The Tour has grown to one of the top light displays in the DFW Metroplex. The City uses contractors to help in putting the Tour of Lights together. One of the contractors is responsible for the installation, programming and maintenance and removal of lights and equipment on trees, buildings, light poles, bushes, structures and green spaces.

DISCUSSION:

Invitations to bid on the 2016 holiday lighting program were mailed to four prospective vendors and advertised in the newspaper. On August 22, 2016, one bid was received and opened with this bid meeting specifications. That bid was from Kevin Schaded Lighting.

It is recommended that Kevin Schaded Lighting be awarded this contract in the amount of \$96,000. Kevin Schaded Lighting has a positive history of providing this service for the City.

Funding for this project is included in the 2015/16 budget and in the proposed 2016/17 budget. The contract provides for annual renewals for up to three additional years upon approval of both parties.

RECOMMENDATION:

City Administration recommends adoption of Resolution No. 2016-082 awarding the bid for Christmas lighting and animation installation, programming, maintenance and removal.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-082.
2. I move to approve Resolution No. 2016-082, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-082
2. Contract



RESOLUTION NO. 2016-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING A CONTRACT FOR HOLIDAY LIGHTING INSTALLATION, MAINTENANCE AND REMOVAL WITH KEVIN SCHADED LIGHTING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City Administration solicited, received, and opened bids for the 2016 Holiday Lighting Program, finds that Kevin Schaded Lighting submitted the bid which best satisfies the requested specifications and provides the best value for the City, and recommends awarding the bid to Kevin Schaded Lighting for the amount of \$96,000, with options to extend for three additional periods of one year each; and

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to concur in the foregoing 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 sign on behalf the City a contract with Kevin Schaded Lighting for the installation, maintenance, and removal of holiday lighting for in an amount not to exceed \$96,000.00, and is further authorized to sign such change orders as he deems to be in the best interest of the City in accordance with applicable city policies and state law; provided, however, no work shall be authorized which obligates current funds greater than those available in the Fiscal Year 2015-2016 budget and until approval of the Fiscal Year 2016-2017 budget containing current funds available for such purpose.

SECTION 2. The City Manager is authorized to sign such agreements as necessary to extend the agreement for up to three (3) additional one year periods provided funds are available in the City's fiscal year budget for the year in which the amounts to be paid will occur.

SECTION 3. This resolution shall be effective immediately upon its approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 6th DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/31/16:78538)

**AGREEMENT FOR HOLIDAY LIGHTING
INSTALLATION, MAINTENANCE, AND REMOVAL**

This **AGREEMENT FOR HOLIDAY LIGHTING INSTALLATION, MAINTENANCE, AND REMOVAL** (“Agreement”) is made and entered into as of the Effective Date, by and between the **CITY OF FARMERS BRANCH** (“City”), a Texas home rule municipality and **KEVIN SCHADED D/B/A KEVIN SCHADED LIGHTING** (“Contractor”), a sole proprietorship. City and Contractor are hereafter collectively referred to as “the Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, City desires to contract with Contractor for the performance of the Services as hereinafter defined; and

WHEREAS, Contractor has agreed to perform the Services for the compensation stated herein;

NOW, THEREFORE, City and Contractor, in consideration of the terms, covenants and conditions herein contained, do hereby agree as follows:

**ARTICLE I
TERM AND RENEWAL OF AGREEMENT**

Section 1.1 Initial Term. This Agreement shall commence and become effective on September 7, 2016 (“Effective Date”), and, unless extended or terminated earlier in accordance with the provisions of this Agreement, shall end on February 28, 2017 (“Termination Date”)(the period between the Effective Date and the Termination Date being “the Initial Term”).

Section 1.2 Renewal Periods. This Agreement may be renewed for three (3) additional periods of one (1) year each (“the Renewal Period” or collectively “the Renewal Periods”) by mutual agreement of the Parties. City shall provide Contractor written notice of intent to renew on or before March 1, 2017, with respect to extension of the term for the first Renewal Period, and on or before March 1 of each subsequent year for each subsequent Renewal Period. Notwithstanding the notice period set forth above, nothing herein shall be construed as prohibiting the Parties from mutually agreeing to an extension of this Agreement even if City provides later notice to Contractor of the desire to renew the term for the next Renewal Period. Except where otherwise indicated, each Renewal Period shall be subject to the same provisions of this Agreement.

ARTICLE II
SCOPE OF SERVICES; COMPENSATION

Section 2.1 Scope of Services.

A. Contractor shall perform all work and services as set forth in the Scope of Services set forth in Exhibits “A” and “B” attached hereto and incorporated herein by reference (“the Services”). In the event of any conflict between the provisions of the main body of this Agreement and those set forth in Exhibits “A” and or “B,” the provisions of the main body of this Agreement shall control.

B. Contractor shall perform the Services in accordance with the best possible work standard and in a manner satisfactory and acceptable to City.

C. For purposes of this Agreement, City’s representative shall be City’s Director of Parks & Recreation (“Director”) or Director’s designee. Any dispute arising hereunder shall be submitted to the Director, whose decision in the matter shall be final and binding.

D. City reserves the right at its sole discretion to delete any requirement to install any items listed in the Scope of Services during the Initial Term and/or any Renewal Period. Should a deletion occur, the fee set forth in the Fee Schedule related to that portion of the display shall not be charged for that year.

E. If City deletes an item from the display for a particular year and requests the item be added back in a later year, City shall pay Contractor the charge for that item based on the amount set forth in the Fee Schedule, subject to any increase in such fee as authorized by Section 2.2.D, below.

F. If City requests an additional display item that was not originally contemplated by this Agreement, the pricing for such display and the related installation shall be subject to Section 2.2.E., below.

Section 2.2 Compensation.

A. Subject to additions or deletions for charges or extras agreed upon in writing, City agrees to compensate Contractor upon completion of performance of the Services in accordance with Exhibit “C,” attached hereto and incorporated herein by reference (“Fee Schedule”). City agrees to pay Contractor the amount invoiced not later than thirty (30) days following receipt of the invoice from Contractor.

B. City may deduct from any amounts due or to become due to Contractor any sum or sums owed by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim against City arising out of Contractor’s performance of this Agreement, City shall have the right to retain out of any payments due; or to become due, to Contractor an amount sufficient to completely

protect City from any and all loss, damage or expense therefrom, until the claim has been satisfactorily remedied or adjusted by Contractor.

C. Effective with each Renewal Period, if exercised, Contractor may increase the amounts set forth in the Fee Schedule by an amount not to exceed the percentage increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers-Dallas/Ft. Worth Area (CPI-U:D/FW)("the Index") published for January 2016 and the Index published for the January immediately prior to the Renewal Period for which the increase would be in effect. Notwithstanding the foregoing, in no case shall an increase in the Fee Schedule for any Renewal Period be greater than five percent (5%) of the amount charged for the Initial Period or the immediately prior Renewal Period, whichever is applicable.

D. Nothing in this Section 2.2 shall require City to pay for any work that is unsatisfactory as determined by the Director. City shall not be required to make any payments to Contractor when Contractor is in default under this Agreement, nor shall acceptance by City or payment by City for any portion of the Services constitute a waiver of any right, at law and at equity, which City may have if Contractor is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

E. The Parties acknowledge that designs and locations of the installation may vary from year to year. Notwithstanding Section 2.2.C., above, the fee to be paid for any Renewal Period may be equal to an amount (i) not exceeding 25% of the fee for the Initial Term or (ii) \$90,000 whichever is greater if the changes in the design from the prior year (a) requires the manufacturing of new displays, (b) a substantial increase in the number of lights, (c) or installation in locations requiring the rental or purchase of equipment not required for the installation for the Initial Term. In no case shall the amount of the fee increase more than the limit imposed by Section 2.2.C. if the Director has not approved in writing the modified designs, increased lights, or alternate or additional installation locations that are resulting in the increased fee.

Section 2.3 Reduction for Installation Delay. City shall have the right to deduct from Contractor's fee for the Initial Term or any Renewal Term an amount equal to five (5%) of the amount for installation due under the Fee Schedule if Contractor fails to complete the installation of all lights and demonstrate that all lights and equipment are working on or before the required installation deadline. Contractor understands and acknowledges that the schedule for installation of all lights and displays must take into account bad weather days when work cannot be performed and agrees that, notwithstanding Section 5.14, no claims for delays based on weather shall be made until after the fifth (5th) bad weather day occurring during the installation period.

ARTICLE III STANDARDS FOR PERFORMANCE; PERSONNEL

Section 3.1 Time for Performance. Prior to commencing any work pursuant to this Agreement, Contractor's representative and Director shall agree to an installation and removal schedule ("the Work Schedule"). Contractor understands, acknowledges and agrees (i) the Services shall be completed in strict compliance with the Work Schedule and (ii) failure of

Contractor to complete the Services in accordance with the Work Schedule shall constitute a material breach of this Agreement.

Section 3.2 Number of Personnel. Contractor shall employ at all times during the term of this Agreement a sufficient number of experienced employees to adequately perform the Services within the times required by the Work Schedule.

Section 3.3 Contractor's Employee Conduct. Contractor's employees that perform the Services on City's property shall conform to the following:

- A. Contractor's employees and personnel shall be of good moral character and temperament.
- B. Contractor agrees that all work shall be directed and supervised by experienced personnel, and that its supervisors shall, at such times agreed to by Director, make regular inspection of the Work during and after installation to insure proper and complete performance of the Services by Contractor's employees.
- C. Contractor's employees under the influence of, or appearing to be under the influence of, alcohol or drugs shall not be permitted in on City's property or the location of the work.

ARTICLE IV TERMINATION AND DEFAULT

Section 4.1 Termination. This Agreement may be terminated prior to the end of the Initial Term or the end of any Renewal Period as follows:

- A. City may terminate this Agreement immediately upon providing notice to Contractor in the event Contractor fails to:
 - (1) Comply with the Work Schedule;
 - (2) Deliver to City upon request documentation of legal employment status of Contractor's employees assigned to perform the Services upon request; or
 - (3) Comply with Federal immigration laws.
- B. Either Party may terminate this Agreement without cause by providing not less than thirty (30) days written notice to the other party, provided, if Contractor is not in default at the time of termination, Contractor shall be paid for services determined by the City to be satisfactorily performed prior to and including the date of termination.
- C. In the event Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the services or time of performance, and the failure is not corrected within (10) days after written notice

by City to Contractor to cure such default, City may, at its sole discretion and without prejudice to any other right or remedy, by written notice to Contractor, terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by contracting with others. Furthermore, Contractor shall be liable for all costs in excess of the total Agreement price under this Agreement incurred by City to complete the Services herein provided for and the costs so incurred may be deducted and paid by City out of such moneys as may be due or that may thereafter become due to Contractor under and by virtue of this Agreement.

4.2 City Provision of Supplies, etc. City may, without terminating this Agreement or taking over performance of the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation, at the expense of Contractor.

Article V Miscellaneous

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

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

5.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective successors and assigns.

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

5.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

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

5.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor in performing the Services and other obligations of this Agreement, is acting

independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of the Services and shall be entitled to control the manner and means by which the Services are to be performed, subject to the terms of this Agreement.

5.8 Notice. Any notice required or permitted to be delivered hereunder must be in writing and may be sent by first class mail, overnight courier or by confirmed facsimile to the address specified below, or to such other party or address as either party may designate in writing, and, shall be deemed delivered upon actual receipt or, if mailed, on the third (3rd) business day after placing the notice in the United States mail:

If intended for City, to:

City of Farmers Branch, Texas
Attn: 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

If intended for Contractor:

Kevin Schaded Lighting
11700 Preston Road, #660-415
Dallas, Texas 75230

5.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

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

5.11 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, OR AGENTS PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS

(INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.12 Insurance.

(a) Contractor shall during the term of this Agreement maintain in full force and effect the following insurance:

(i) Commercial general liability insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of the Services with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

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

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of the Services with policy limit of not less than \$500,000.00; and

(b) The general liability and automobile liability policies required herein shall be endorsed to name City, its officers, and employees as additional insureds as to all applicable coverage.

(c) Each and every insurance policy required to be carried by or on behalf of Contractor pursuant to this Agreement shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless City has received notice of cancellation, non-

renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Contractor pursuant to this Agreement is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

(d) All insurance policies required herein shall be endorsed to provide for a waiver of subrogation against City.

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

(f) A certificate of insurance and copies of the endorsements evidencing the required insurance coverage and endorsements shall be submitted prior to commencement of performance of the Services.

5.13 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

5.14 Force Majeure. The performance of a Party shall be subject to any event of Force Majeure, but only for so long as the event reasonably prevents the Party’s performance, and then only if the Party not performing as a result of the event of Force Majeure provides written notice to the other Party not later than two (2) business days after the onset of the event. For purposes of this Agreement, “Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

5.15 Attorney Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties to this Agreement, that each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party’s attorney’s fees regardless of the outcome of the litigation.

5.16 Effective Date. This Agreement shall be effective when signed by authorized representatives of both parties (“the Effective Date”).

(Signatures on Following Page)

SIGNED AND AGREED this _____ day of _____, 2016.

ATTEST:

CITY OF FARMERS BRANCH, TEXAS

By: _____
Amy Piukana, City Secretary

By: _____
Charles Cox, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

SIGNED AND AGREED this _____ day of _____, 2016.

CONTRACTOR:
KEVIN SCHADED LIGHTING

By: _____
Kevin Schaded, President

EXHIBIT "A"
SCOPE OF SERVICES

INSTALLATION

- A. It is anticipated that the Notice to Proceed will be issued on or about **September 7**. Light strings shall be in place, properly spaced and fully operational at all locations no later than **November 23**. Subsequent deadlines during renewal include the following dates:
1. 2017 – Fully Operational (Nov 22)
 2. 2018 – Fully Operational (Nov 21)
 3. 2019 – Fully Operational (Nov 27)
- B. Contractor will be required to attend two (2) evening rehearsals prior to the event so that any last minute changes can be made before the Tour of Lights begins. Date and time of the rehearsals shall be established at a later date.
- C. All work shall be completed to the satisfaction of City.
- D. If lights are not fully operational to complete satisfaction of City by 6:00 pm on the dates listed above, a penalty of 5% will be deducted from contract amount.
- E. Payment for this project will be as follows:
1. Installation - when complete to the satisfaction of the City at all sites.
 2. Maintenance - cost for maintenance shall be included in the REMOVAL bid price. No separate payment will be made for maintenance.
 3. Removal - when complete, including delivery of marked storage boxes.
- F. Care shall be taken during all phases of the work. Appropriate ladder, lift or bucket truck shall be utilized. Climbing trees will not be allowed. Any damage, gasoline contamination, or environmental impact to City owned property shall be repaired/replaced/remediated at Contractor's expense including but not limited to broken limbs, ruts in the turf, damaged irrigation heads and planting beds, damage to buildings or sidewalks, soil contamination, etc. All repairs/restoration shall be addressed immediately.
1. Contractor should use extreme care when he is on the roof of the City Hall Building to prevent excessive damage to the slate shingle roof. ***NO ONE WILL BE ALLOWED TO WALK, SCOOT, STAND OR PUT DIRECT WEIGHT ON THE SLATE ROOF.***
 2. Contractor must run wires and extension cords through the trees at The Grove @ Mustang Crossing. Light strings, wires and extension cords cannot be on the ground prior to October 29.

G. Work Schedule

1. Contractor must provide a 24 hour notice prior to installing lights on the following facilities:
 - a. City Hall
 - b. Fire Station One
 - c. Justice Center
 - d. Animal Adoption Center
 - e. Manske Library
 2. City reserves the right to limit work schedule including what time work can begin and end.
- H. Contractor shall be allowed to work on weekends and holidays; however, Contractor must give City at least 48 hours' notice of his intent to do so.
- I. City reserves the right to limit weekend work at the Historical Park. Special events, parties, and weddings will be in progress every weekend limiting the access to certain areas of the park.
- J. Contractor shall note that City will hold an annual Halloween event and Bloomin' Blue Grass Festival in October at the Historical Park. Contractor assumes all liability for the light strings during the events, including vandalism, if light strings are installed prior to these events. If the light strings are installed in the trees prior the events, all of the strings shall be unplugged during the events. Contractor shall re-plug all strings after the events.
- K. Contractor shall note that City holds a Farmers Market each Saturday at The Grove @ Mustang Crossing (Location D5) through October 29. No equipment may be left at this location.
- L. Contractor shall follow proper barricading procedures when blocking streets and roadways. Contractor may utilize City's barricades giving City 24 hours' notice to schedule barricade delivery.

SCOPE OF WORK

- A. The following services are a typical annual installation for City.
1. Labor to install City-owned lighting on roof lines.
 2. Labor to install City-owned lighting on tree trunks and canopies.
 3. Labor to design animated light show with music for the Historical Park and Grove @ Mustang Crossing.
 4. Labor to install animated light show at the Historical Park and Grove @ Mustang Crossing.
- B. Light strings, replacement bulbs, extension cords, animation controllers and radio transmitter will be supplied by City.

C. Appearance of Lighting

1. Full coverage lighting is always the desired appearance.
2. Trees will be installed with the following specifications:
 - a. Total Canopy Coverage Wrap – wrap main branches, individual branches and twigs in tree canopy to give full coverage lighting in the whole canopy of tree.
 - b. Trunk Wrap – wrap lights around the trunk of the tree in a horizontal manner from the ground up the trunk and up the limbs where appropriate, maximum spacing shall be 4” between the rows of lights.
 - c. Limb Wrap – wrap strings around the limbs of the tree; secure with plastic “ty-rap;” maximum distance between rows of lights shall be 4” to 6”; wrap all major limbs and work strings onto smaller limbs (from the ground up).
3. Lighting methods **NOT** acceptable, No May poling, No Zagging, No Crossing of light sets and No Pepperminting.
4. Contractor is responsible to distribute light strings to provide for even and symmetrical lighting effect.

D. Animation

1. Contractor will be responsible for working with City to design animation.
2. Contractor is responsible for programming and sequencing the animated show.
3. Contractor is responsible for programming four (4) songs per year specified by City. City will also provide Contractor a commercial to be used between songs. Songs should have no longer than a 30 second break between songs.
4. Contractor is responsible for installing the City-owned FM radio transmitter and antenna and connecting with controller. Radio signal should reach the entrance of the Historical Park to the end of the tunnel without static in the Historical Park and should reach from Bill Moses Parkway to Farmers Branch Lane without static at The Grove @ Mustang Crossing.
5. City owns the following controllers that will be used for the animation. Additional controllers will be purchased by City as animation changes from year to year.
 - a. Pro Series LOR1602Wg3-MP3 (1)
 - b. Pro Series Addon LOR1602Wg3 (18)
 - c. CMB-24D Deluxe DC Card (8)
6. Lights to animate include LED C(9) Light Strings, LED Miniature Light Strings and RGB Flood – 10 watts.
7. Contractor is responsible for providing labor to install all wiring, controllers and

plugging lights into correct channels for animation. City will provide outdoor rated extension cords.

8. City has the ability to request a change in animation if not fully satisfied.

E. Electricity

1. City will be responsible for providing all extension cords necessary to properly install light strings. All extension cords shall remain property of the City. For all animation, city will provide one (1) 100 foot outdoor rated extension cord per channel. If additional extension cords are needed, contractor should contact City to purchase.
2. Contractor shall follow UL requirements on the allowable number of strings plugged together; wiring splices shall meet electrical code.
3. Light strings shall be attached to the buildings using "TY-RAP" Bases (item TC 5344A) and appropriate TY-RAP cable ties supplied by the Contractor. Bases to be attached with clear silicone suitable for outdoor use. Maximum spacing for the bases shall be 36" on center and as necessary to secure light strings to the structure. Bases shall remain when the light strings are removed. Contractor can utilize the existing bases provided they are securely attached to the building. If the existing bases used, Contractor is responsible for the security of the light string attachment. If the Contractor chooses to install all new bases, the existing bases shall be removed from the building.
4. Contractor is responsible for distributing the load of the lights. City can schedule an electrician to show Contractor specific plugs to be used if needed prior to installation.
5. Permanent electrical sources will be provided at all sites where lights are installed. Contractor is responsible for plugging in all lights in appropriate sources. During the first rehearsal, City will turn on light timers to insure all lights are working properly.
6. Extension cords and/or light strands cannot run over walkways or sidewalks.

MAINTENANCE REQUIREMENTS

- A. Contractor is responsible for replacing and repairing bulbs, light strings, fuses, electrical distribution, radio signal and animation on anything Contractor has installed.
- B. City intends to maintain 90% illumination of all light strings and bulbs. Animation should be at 95% illumination unless it is not functioning due to weather.
- C. Contractor will have one staff person on call for each day of the Tour of Lights to assist with problems with animation. If called, Contractor must respond and be onsite within one hour of the phone call.
- D. For lighting outages or when strings have fallen off building/trees, Contractor must make repairs within 24 hours of the problems being reported.
- E. City will provide replacement bulbs, fuses and light strings.

- F. Contractor shall maintain the electrical distribution to ensure secure mountings and proper installation from the beginning of the installation until the removal is complete.
- G. Contractor shall guarantee all installation work from the time installation begins until removal of the light strings. Light string removal will begin the first week in January and shall be complete by February 28. If light strings come loose from trees and/or buildings, Contractor shall reposition/re-secured the strings at no additional cost to City as a part of the installation guarantee.
- H. In the event that unusually adverse weather occurs, City and Contractor shall evaluate the damage and prepare a change order reflecting the cost to repair/replace that which was damaged from the storm(s). Unusually adverse weather shall mean weather that is not normal to the North Central Texas Area and as determined by the National Weather Service.
- I. Contractor shall fill out Installation Forms indicating number of old strings used, number of new strings used, which trees have been wrapped together, etc. Forms will be turned in to City on a weekly basis and before any payment for installation is made.

REMOVAL

- A. Light strings shall be removed, neatly wrapped and labeled according to the site including all extensions used on the project both provided by the City and the Contractor. Lights to be removed are indicated on Exhibit B
- B. All items used to install lights must be removed by Contractor including tabs, glue, hooks, etc.
- C. Contractor shall utilize City provided storage boxes to store the light strings. Storage boxes shall be labeled to reflect contents and correspond to the site.
- D. Contractor shall deliver storage boxes with all light strands, bulbs, cords and controllers to approved storage facility.
- E. The bid for removal is set up by area. City reserves the right to not remove any or all of the light strings. Contractor shall be paid for light strings removed.
- F. Contractor is responsible for immediate cleanup of debris, broken bulbs, broken strands, etc.

EXHIBIT "B"
SCOPE OF WORK - INSTALLATION DETAIL

Number	Title	Description	Qty	Instructions	Lights	Animated	Removed
C1	City Hall	Building	1600 LF	Roof line (front & sides), dormers and face of building	C9 LED - Cool White	N	Y
C2	Trees "C2"	Trees - Fortina Trees located in front of building	21	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
C3	Trees "C3"	Trees - Live Oaks located in front of building	17	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
C4	Snowflakes	Snowflakes - custom 5 foot diameter snowflakes	5	Hang Snowflakes on front of building	LED - Cool White Custom Snowflakes	N	Y
C5	Manske Library	Building	850 LF	Roof line	C9 LED - Cool White	N	Y
C6	Senior Center	Building	425 LF	Roof line (front & sides) already installed, maintenance as needed	C9 LED - Cool White	N	N
C7	Fire Station 1	Building	325 LF	Roof line (front & sides)	C9 LED - Cool White	N	Y
C8	Justice Center	Building	975 LF	Roof line (front) & rock wall	C9 LED - Cool White	N	Y
C9	Animal Adoption Center	Building	350 LF	Roof line (front & side metal roof)	C9 LED - Cool White	N	Y
D1*	Trees "D1"	Trees - Trees in front of wall	5	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
D2*	Trees "D2"	Trees	4	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y
D3*	Trees "D3"	Trees - DART station	11	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y
D4*	Trees "D4"	Trees - CPB Tech	7	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y
D5	Trees "D5"	Trees - Post Oak	43	Trunk Wrap & Hanging Elements* (all wires must be in tree canopy and not on ground)	Mini LED - Red & Green Drip Lights (100), Stars (15), Snowflakes (15), Spheres (15)	Y	Y
D6*	Poles	Poles	15	Candy Cane wrap metal poles	Mini LED - Red & Cool White	Y	Y
D7*	Arches	Arches	5	Candy Cane wrap metal arches	Mini LED - Blue, Red, Green, Cool White (rotate colors)	Y	Y
D8*	Trees "D8"	Trees - StarCenter	5	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y

Number	Title	Description	Qty	Instructions	Lights	Animated	Removed
D9*	Trees "D9"	Tree	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Green	N	Y
K1	Trees "K1"	Trees - Lining Farmers Branch Lane	13	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	N
K2	Trees "K2"	Trees - Entrance to Historical Park	1	Trunk Wrap	Mini LED - Yellow	N	N
K3	Lamp Poles	Lamp Poles lining path of Historical Park	21	Candy Cane Wrap	Mini LED - Red & Cool White	Y	Y
K4	Trees "K4"	Trees - Crepe Myrtle	4	Trunk Wrap	Mini LED - Cool White	Y	Y
K5	Trees "K5"	Tree - Near Handicap Spot	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Trunk Red, Canopy Blue	N	Y
K6	Tree "K6"	Tree - Near Museum Store	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Green	N	Y
K7	Historical Park Structures	Grill House, Dodson House, Depot, Gas Station, School House, Ladonia, General Store, RGB Flood Lights	7	Ground Mount Flood Lights	RGB Flood Lights	Y	Y
K8	Tree "K8"	Tree - Meadow	3	Trunk Wrap Candy Cane Wrap	Mini LED - Green, Red	Y	Y
K9	Tree "K9"	Tree - Meadow	9	Trunk Wrap Candy Cane Wrap	Mini LED - Green, Red	Y	Y
K10	Meadow Animation	Animate elements in meadow to include 75 tree & star, pole trees, poles, arches, sunburst, snowflakes, candy, etc	75	Animation only - City will wrap and install elements	Variety	Y	Y
K11	Tree "K11"	Tree - Cedar Elm	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	Y	Y
K12	Tree "K12"	Tree - Hackberry Bush	1	Total Canopy Coverage Wrap	Mini LED - Multi-Color	Y	Y
K13	Tree "K13"	Tree - Pine Tree	1	Total Canopy Coverage Wrap	Mini LED - Multi-Color	N	Y
K14	Tunnel of Lights (Animated)	Tunnel of Lights (Animated)	1	Animation only - City will wrap and install elements	Mini LED - Red & Cool White	Y	Y
T1	Shrubs East	Shrub - East between Farmers Branch Lane & Alley	110 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T2	Tree "T2"	Tree	4	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y

Number	Title	Description	Qty	Instructions	Lights	Animated	Removed
T3	Entry Structure	Entry Structure	1	Roof Line	C9 LED - Cool White	N	Y
T4	Shrubs West	Shrub - West between Farmers Branch Lane & Esplanade	135 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T5	Tree "T5"	Tree	5	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T6	Tree "T6"	Tree	4	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T7	Shrubs East	Shrub - East between Valley View Lane & after entry structure	180 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T8	Tree "T8"	Tree	3	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T9	Entry Structure	Entry Structure	1	Roof Line	C9 LED - Cool White	N	Y
T10	Shrubs West	Shrub - West between Valley View Lane & Business Entrance	155 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T11	Tree "T5"	Tree	3	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T12	Tree "T6"	Tree	3	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y

*These items of the bid may be null and void if not funded in the 2016/2017 budget.

EXHIBIT "C"

FEE SCHEDULE

INSTALLATION

City Hall & Buildings

C1	City Hall	\$1,636.36
C2	Trees "C2"	\$1,636.36
C3	Trees "C3"	\$1,636.36
C4	Snowflakes	\$1,636.36
C5	Manske Library	\$1,636.36
C6	Senior Center (Inspect & Maintain)	\$1,636.36
C7	Fire Station 1	\$1,636.36
C8	Justice Center	\$1,636.36
C9	Animal Adoption Center	\$1,636.36

Denton Drive

D1*	Trees "D1"	\$1,636.36
D2*	Trees "D2"	\$1,636.36
D3*	Trees "D3"	\$1,636.36
D4*	Trees "D4"	\$1,636.36
D5	Trees "D5"	\$1,636.36
D6*	Poles	\$1,636.36
D7*	Arches	\$1,636.36
D8*	Trees "D8"	\$1,636.36
D9*	Trees "D9"	\$1,636.36

Historical Park

K1	Trees "K1"	\$1,636.36
K2	Trees "K2"	\$1,636.36
K3	Lamp Poles	\$1,636.36
K4	Trees "K4"	\$1,636.36
K5	Trees "K5"	\$1,636.36
K6	Tree "K6"	\$1,636.36
K7	Historical Park Structures & Animation	\$1,636.36
K8	Tree "K8"	\$1,636.36

K9	Tree "K9"	\$1,636.36
K10	Meadow Animation	\$1,636.36
K11	Tree "K11"	\$1,636.36
K12	Tree "K12"	\$1,636.36
K13	Tree "K13"	\$1,636.36
K14	Tunnel of Lights Animation	\$1,636.36

Tom Field

T1	Shrubs East	\$1,636.36
T2	Tree "T2"	\$1,636.36
T3	Entry Structure	\$1,636.36
T4	Shrubs West	\$1,636.36
T5	Tree "T5"	\$1,636.36
T6	Tree "T6"	\$1,636.36
T7	Shrubs East	\$1,636.36
T8	Tree "T8"	\$1,636.36
T9	Entry Structure	\$1,636.36
T10	Shrubs West	\$1,636.36
T11	Tree "T5"	\$1,636.36
T12	Tree "T6"	\$1,636.36

TOTAL INSTALLATION \$72,000.00

REMOVAL

City Hall & Buildings	\$6,000.00
Denton Drive	\$6,000.00
Historical Park	\$6,000.00
Tom Field	\$6,000.00

TOTAL REMOVAL \$24,000.00

TOTAL BID (Installation & Removal) \$96,000.00



City of Farmers Branch

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

Staff Report

File Number: ORD-3385

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: G.10

Consider adopting Ordinance No. 3385 appointing a Municipal Court Judge and Alternate Municipal Court Judge(s), establishing an annual salary; and take appropriate action.

BACKGROUND:

City Council conducted an evaluation of the Municipal Court Judge during Executive Session.

DISCUSSION:

Ordinance No. 3385 establishes the appointment and annual salary of the Municipal Court Judge and Alternate Municipal Court Judge(s) and align all appointments to occur every two years.

POSSIBLE COUNCIL ACTION:

1. I move to approve Ordinance No. 3385 appointing a Municipal Court Judge and Alternate Municipal Court Judge(s) and establishing an annual salary.
2. I move to approve Ordinance No. 3385, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Ordinance No. 3385



ORDINANCE NO. 3385

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, RELATING TO THE APPOINTMENT AND COMPENSATION OF THE MUNICIPAL COURT JUDGE (CITY JUDGE) AND ALTERNATE MUNICIPAL COURT JUDGES FOR THE CITY OF FARMERS BRANCH, TEXAS, MUNICIPAL COURT OF RECORD NO. 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Farmers Branch City Charter and Code of Ordinances designates that the City Council shall appoint a magistrate of the Municipal Court to be known as the City Judge and may appoint such Alternate City Judges as it deems necessary, and that all such judges shall serve for a term of two years and receive a salary that may be fixed by the City Council from time to time; and

WHEREAS, the Texas Government Code, Section 30.00006, provides state law requirements for hiring municipal judges for a municipal court of record; and

WHEREAS, the Ordinance No. 2015-043, through a scrivener's error, incorrectly provided that the alternate municipal court judge was appointed for a two (2) year term beginning on May 19, 2015; and

WHEREAS, the terms of the municipal court judge and the alternate municipal court judges serve a term of two (2) years beginning on October 1 of even years; and

WHEREAS, the City Council has approved an increase in compensation for the City Judge and Alternate City Judges of the Farmers Branch Municipal Court of Record No. 1, with an effective date of October 1, 2016.

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

SECTION 1. The City Council hereby appoints Terry Carnes to serve as the City Judge for the Municipal Court of Record No. 1 in the City of Farmers Branch, Texas, for a term of two years commencing October 1, 2016.

SECTION 2. The City Council hereby appoints Bruce Woody and Shannon Willis to serve as alternate municipal court judges for the City of Farmers Branch Municipal Court of Record No. 1, for a term of two years commencing October 1, 2016.

SECTION 3. The Municipal Court Judge's compensation shall be revised as follows: The Municipal Court Judge's base compensation is \$78,000.00 annually based upon \$529.41 per designated court day and \$88.24 for each day not designated as a court day when services are rendered. Additionally, services rendered outside normal and

customary hours and/or due to emergency circumstances may be reimbursed at an additional rate of \$88.24 per 24-hour period.

SECTION 4. The Alternate Municipal Court Judges' compensation shall be revised as follows: The Alternate Municipal Court Judges' base compensation is \$78,000 annually based upon \$529.41 per designated court day and \$88.24 for each day not designated as a court day when services are rendered. Additionally, services rendered outside normal and customary hours and/or due to emergency circumstances may be reimbursed at an additional rate of \$88.24 per 24-hour period.

SECTION 5. The compensation paid to the Alternate Municipal Court Judges shall be deducted from the Municipal Court Judges' compensation.

SECTION 6. This Ordinance shall take effect October 1, 2016.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ON THIS THE 6TH DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(PGS:8-18-16:TM 78361)

Farmers Branch City Charter

Sec. 2.12. City Judge.

The Council shall appoint a magistrate of the Municipal Court to be known as the City Judge to serve a term of one (1) year. The City Judge may be removed by the Council at any time for incompetence, misconduct, malfeasance, and nonfeasance, or disability. The City Judge shall receive such salary as may be fixed by the Council from time to time. The Council may appoint such alternate city judges as it may deem necessary from time to time, prescribe their compensation, and designate the order of priority to act in place of the City Judge in the event of the City Judge's unavailability, disability, or failure to act for any reason. Any person or persons so appointed to act as City Judge or alternate City Judge shall be an attorney at law who is duly licensed to practice law in the State of Texas and whose license is currently in good standing. All costs and fines imposed by the Municipal Court shall be paid into the City Treasury for the use and benefit of the City. In the event the municipal court is converted to a court of record, all aspects of the Court, including the selection and tenure of the judge, shall be consistent with the existing statute.

Texas Government Code

§ 30.00006. JUDGE.

- (a) A municipal court of record is presided over by one or more municipal judges.
- (b) The governing body shall by ordinance appoint its municipal judges.
- (c) A municipal judge must:
 - (1) be a resident of this state;
 - (2) be a citizen of the United States;
 - (3) be a licensed attorney in good standing; and
 - (4) have two or more years of experience in the practice of law in this state.
- (d) The governing body shall provide by ordinance for the term of office of its municipal judges. The term must be for a definite term of two or four years.
- (e) The municipal judge shall take judicial notice of state law and the ordinances and corporate limits of the municipality. The judge may grant writs of mandamus, attachment, and other writs necessary to the enforcement of the jurisdiction of the court and may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the court. A municipal judge is a magistrate and may issue administrative search warrants.
- (f) The municipal judges within a municipality may exchange benches and act for each other in any proceeding pending in the courts. An act performed by any of the judges is binding on all parties to the proceeding.
- (g) A person may not serve as a municipal judge if the person is employed by the same municipality. A municipal judge who accepts employment with the municipality vacates the judicial office.
- (h) The governing body shall determine the salary of a municipal judge. The amount of a judge's salary may not be diminished during the judge's term of office. The salary may not be based directly or indirectly on fines, fees, or costs collected by the court.



City of Farmers Branch

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

Staff Report

File Number: ORD-3377

Agenda Date: 9/6/2016

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. 3377 amending Planned Development District 90 (PD-90) for Tract 3 and adopting a Conceptual Site Plan for the property located at 4100 and 4141 Blue Lake Circle and 4020, 4040 and 4100 McEwen Drive; and take appropriate action. (*Applicant has requested postponement to the September 20, 2016 City Council meeting.*)

BACKGROUND:

The applicant has proposed to create the Midway Urban Village, a new mixed-use community on this 16.14-acre site.

DISCUSSION:

Midway Urban Village will include multifamily residential and retail uses. Leeds R.E.S is proposing to amend PD-90, for Tract 3, including the associated Conceptual Site Plan, to better suit the needs of this proposed development.

RECOMMENDATION:

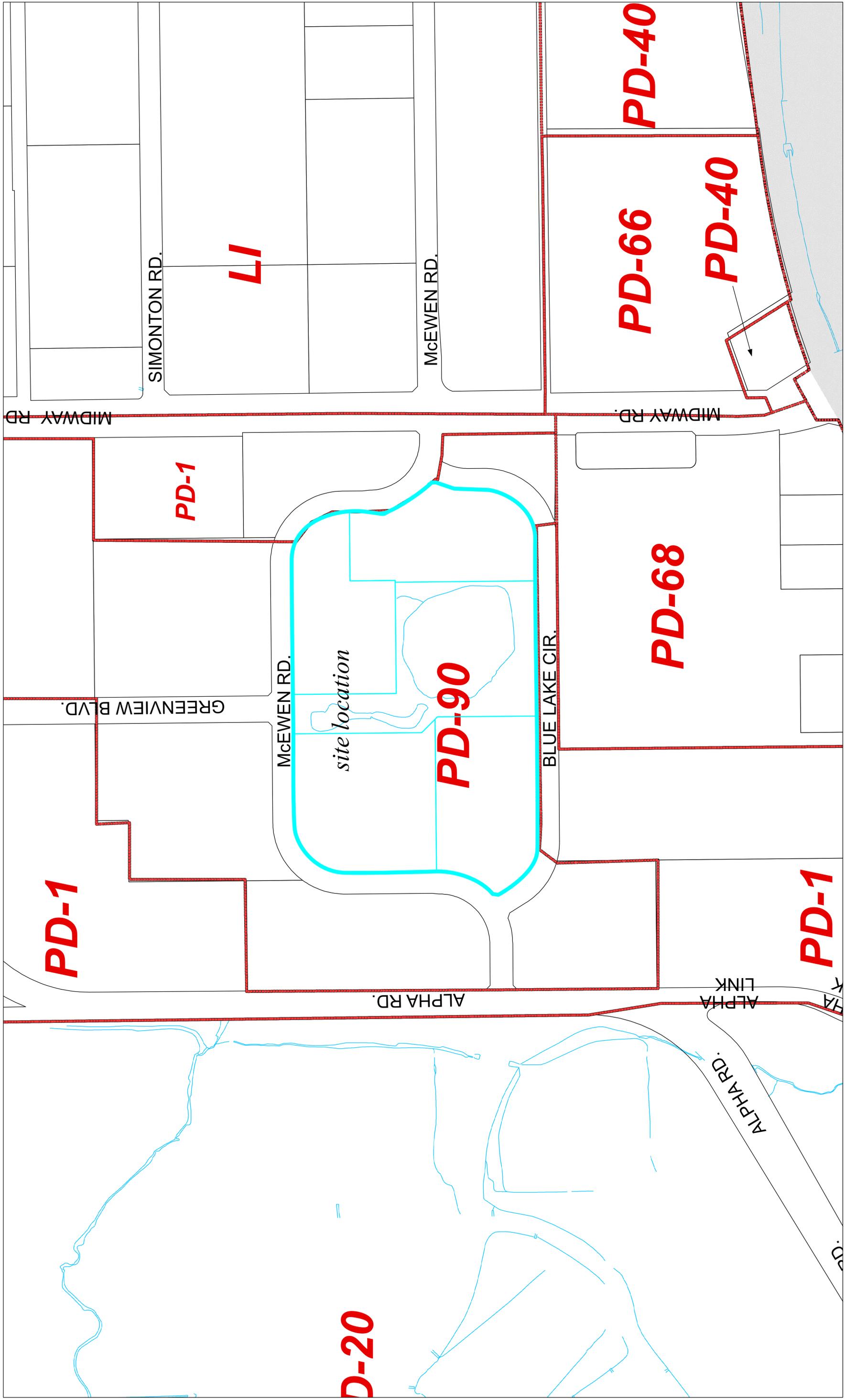
On August 22nd, 2016 the Planning and Zoning Commission voted to recommend approval of this zoning amendment and associated Conceptual Site Plan as described in the Ordinance No. 377.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Ordinance No. 3377
5. Site Photographs
6. Request for postponement for the next City Council meeting

POSSIBLE COUNCIL ACTION:

1. Motion to open the public hearing and postpone to the September 20, 2016, City Council meeting.



16-SP-02 - Location Map
4141 Blue Lake Cir & 4020, 4040, 4100 McEwen Rd

Zoning District Boundary
 Parcel Property Boundaries
 City Limit

Document Path: Z:\Zoning Cases\2016 cases\16-SP-02 Blue Lake (MF complex, Leeds RE)\GIS\Location Map.mxd

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

FARMERS BRANCH



ORDINANCE NO. 3377

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AS AMENDED; BY AMENDING THE DEVELOPMENTS STANDARDS RELATING TO THE USE AND DEVELOPMENT OF TRACT 3 IN PLANNED DEVELOPMENT NO. 90 (PD-90) ZONING DISTRICT; ADOPTING AN AMENDED CONCEPTUAL SITE PLAN; PROVIDING FOR PRESERVATION OF PRIOR REGULATIONS RELATING TO OTHER PORTIONS OF PD-90; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING 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 of the City of Farmers Branch, Texas, be, and the same is hereby amended by amending the development standards relating to the use and development of the real property identified and described as “Tract 3” in Exhibit “A” of Ordinance No. 2921, as amended by Ordinance No. 2995, (referred to herein as “the Property” or “Tract 3”)(said development standards being amended being the same as those set forth in Exhibit “C” of Ordinance No. 2921) to read as follows:

A. LAND USES

All uses of the Property shall be permitted only in the location shown on the site plan. Should a desired alteration or change in use represent a substantial departure from the approved site plan, then such shall be allowed only after resubmittal of the amended site plan.

1. Primary Permitted Uses. The following uses are permitted within Tract 3:

a. Residential Uses:

(1) Multi-family residential (apartment and condominiums); and

- (2) Home offices and home occupation.

b. Commercial Uses:

Retail uses are encouraged within the District and shall conform to the following standards. A minimum of 30 square feet of retail space shall be provided for every residential unit developed within Tract 3.

- (1) *Retail Services*: Establishments providing services to the general public including restaurants, banks (without drive-through only), real estate and insurance office, travel agencies, health and educational services, and galleries.
- (2) *Retail Trade*: Establishments engaged in selling new goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. Sale of used goods or merchandise is prohibited.
- (3) *Personal Services*: Establishments primarily engaged in providing services involving the care of a person or his or her apparel, including laundry (pick-up only, no drive-through), cleaning and garment services (pick-up only, no drive-through), garment pressing, coin operated laundries, beauty and barber shops, shoe repair, health clubs and spa, etc.
- (4) *Professional Office*: Includes, but is not limited to, lawyers, engineers, architects, landscape architects, urban planners, accountants, economic consultants, realtors, doctors, dentists, chiropractors, veterinarians (except kennel and overnight animal care facilities are prohibited), or other professionals similar to those listed above.
- (5) *Retail Specialty Shop*: Includes, but is not limited to, the sale of gifts, antiques, flowers, books, jewelry, wearing apparel, or craft shops making articles exclusively for sale at retail on the premises. Sale of used goods or merchandise is prohibited.
- (6) *Day Care*.

2. Accessory Permitted Uses. The following accessory uses that are incidental and subordinate to the principal use of the land or building with Tract 3 and located on the same lot with the principal use are permitted:

- a. Community convenience or recreational facilities including health clubs, swimming/spas pools, gazebos, or laundry facilities for the use by

occupants of a development within the mixed residential area.

- b. Public and semi-public open space uses, including parks, playgrounds, and public structures.
- c. Kiosks, provided they are located immediately adjacent to a retail use and are located on private property. Kiosks shall not occupy more than fifty (50) square feet of area and not exceed ten (10) feet in height.
- d. Outdoor seating associated with a restaurant; provided outdoor seating is adjacent to the restaurant and located on private property. Outdoor seating shall not block any pedestrian walkways.
- e. Limited outdoor display and sale of merchandise are permitted within the property line of any given development within the Property. Outdoor Display shall not exceed fifty (50) square feet in area for any individual retail tenant.
- f. “Sidewalk sales” or other displays of merchandise outside of a retail establishment and within the fifteen (15) foot private property setback are permitted; as long the display area does not block any pedestrian walkway; provided, however, sidewalk sales or merchandise display involving the stacking of furniture or other merchandise outside of a retail establishment for more than three consecutive days or more than six days in any calendar month is prohibited.
- g. Outdoor Special Events are subject to the approval of the Building Official in accordance with applicable City ordinances.

3. Specific Use Permit Required. Property within Tract 3 may be used and developed for the following purposes following approval of a specific use permit in accordance with the provisions of the Comprehensive Zoning Ordinance, as amended or succeeded:

- a. Full-Service Hotel (a full-service hotel shall have a minimum of full-service restaurant, room service, meeting space and concierge service).
- b. Sidewalk cafe not associated with an adjacent restaurant.
- c. Commercial uses listed in Section 1.A.1., above, if such use is also carried through on more levels above the street level.
- d. Kiosk not located on private property. An encroachment license shall be obtained from the Building Official for the temporary use of the sidewalk for display or sale of merchandise as permitted under Section 1.A.2.f, above.

- 4. Prohibited Uses.** Any uses not specifically allowed in Sections 1.A.1, 1.A.2, or 1.A.3 are expressly prohibited. In addition, the following additional uses are specifically prohibited:
- a. Drive-up or drive through establishments.
 - b. Pawn Shops
 - c. Pornographically or sexually oriented businesses.
 - d. Tattoo Studios.
 - e. Massage parlors.
 - f. Funeral services.
 - g. Motor vehicle repair.
 - h. Motor-vehicle rental or sales facility.
 - i. Dry cleaning plant; provided, however, a pick up station is permitted.
 - j. Call Centers.
 - k. Cell towers and antenna over 60 inches high (other than one central satellite dish per lot provided such dish is less than five feet in diameter).
 - l. Bingo Parlor.
 - m. Any active use on the surface of any part of the water body, such as, but not limited to, swimming, boating, jet skiing, or fishing.

B. BUILDING VOLUME REGULATIONS

- 1. Maximum floor area ratio: 3:1.**
- 2. Building heights:**
 - a. Building height is defined as the vertical distance from grade plane to the average height of the highest roof surface.
 - b. The minimum height of residential buildings within Tract 3 shall be 35 feet. All buildings shall be constructed with at least three stories. Individual leasing offices and clubhouses constructed and used in association with the residential uses of the development may have a

different minimum height, provided such height is established by building elevations approved in association with the approved site plan

- c. The maximum building height shall be eighty-five (85) feet, or a height certified by FAA, whichever is lower.
- d. The final constructed minimum and maximum height of each building shall be established at the time of site plan approval; provided, however, such heights shall conform with b. and c., above.

3. Building setbacks

- a. The minimum front setbacks shall be 15 feet, and maximum setback shall be 25 feet, measured from building wall to the nearest back-of-curb.
- b. The setback requirements in a., above, shall apply to a minimum of 70% of the overall building façade of Phase 1 and 60% of Phase 2 in accordance with the Conceptual Site Plan.

C. SITE COVERAGE AND LANDSCAPE

- 1. Lot Coverage.** The maximum ground floor gross square foot building coverage within Tract 3 shall not exceed 80% of the total area of the lot on which the building is located.
- 2. Landscaped Open Space.** The landscaped open space shall be not less than 10% of gross site area. If development on a lot within Tract 3 is phased, the 10% requirement for developed Landscaped Open Space shall be required for each phase. The existing Blue Lake located on Tract 3 shall be considered a separate lot and not counted as part of any future developments required 10% open space requirement within Planned Development District No. 90. "Landscaped Open Space" shall mean zones of grass, ground cover, trees and shrubs, paved and landscaped areas for pedestrian uses, and lakes or fountains, but shall not include paved areas for parking or regular traffic flow.
- 3. Courtyards.** Open courtyard areas internal to buildings may be included as Landscaped Open Space in meeting minimum Landscaped Open Space requirements provided for herein.
- 4. Irrigation.** All planted landscaped areas within the District shall be supplied with a fully automatic irrigation system.
- 5. Trees.** Trees shall be planted as follows:
 - a. On-grade parking lots shall have one (1) tree per 20 parking spaces planted within parking islands.

- b. Trees shall be planted around the perimeter and along all internal streets of Tract 3. Trees shall be installed approximately every fifty (50) feet along all public and private streets or travel-ways, except where proper street sight distance or access is compromised. City staff shall make final determination of all street tree placements.
- c. All surface parking areas shall be landscaped around the perimeter and contain a minimum of 5% of the lot area. All required landscaped areas requiring the placement of a tree shall not be smaller than 150 square feet with no dimension less than eight (8) feet.
- d. All required trees shall be not less than three (3) caliper inches in diameter measured four feet above the root ball at the time of planting.

6. Plant Species.

- a. All trees planted within the street right of way or parking areas shall be of a species selected from the following list: Red Oak, Live Oak, Cedar Elm, Chinquapin Oak, Lacebark Elm, Thornless Honey Locust, Chinese Pistache, Bald Cypress, and Pond Cypress. Other species of trees may be approved on a landscape plan approved at the time of site plan approval but shall in any case not include species expressly prohibited by other City ordinances.
- b. All shrubs planted within the street right of way shall be of a species selected from the following list: Fraser's Photinia, Nellie R. Stevens Holly, Burford Holly, Waxleaf Ligustrum, Japanese Ligustrum, Barberry, Compact Nandina, Dwarf Buford Holly, Indian Hawthorne, Junipers, Crepe Myrtle, Yaupon Holly, Crabapple, Redbud, and Texas Sage. Other species of trees may be approved on a landscape plan approved at the time of site plan approval, but shall in any case not include species expressly prohibited by other City ordinances.

7. Other Requirements. Any landscape requirement or provisions not addressed in this Ordinance with respect to Tract 3 shall be as specified in the Comprehensive Zoning Ordinance, as amended or succeeded.

8. Maintenance. All landscaped open spaces within the Property shall be maintained and managed by a Property Owners Association (POA). All such spaces, with the exception of open courtyard internal to a building, shall be open for public use at all times. The open space area surrounding and including Blue Lake shall also be open to the general public and maintained by a Property Owners Association (POA).

D. PARKING

Parking within Tract 3 shall be provided for the proposed uses at the following minimum ratios, and shall be accommodated at grade or in structures.

1. **Retail, service, and affiliated office support systems.** One space per 400 square feet of gross area.
2. **Eating establishments.** One space for every 200 square feet of eating area.
3. **Residential uses.** 1.25 spaces per unit for each one bedroom unit, 1.75 spaces per unit for each 2 bedroom unit, and 2.25 spaces per unit for each 3 bedroom unit.
4. **Off-Site Parking.** Up to 15% of the required parking on-site for non-residential uses may be provided off-site, provided such spaces are within 200 feet of the development and located on private property.
5. **Shared Parking.** To foster mixed-use interaction between existing and future uses, the number of parking spaces required by this Section 1.D. may be reduced through use of shared parking agreements between owners of adjacent properties upon approval of the City Council at the time of site plan approval. Such shared parking agreements must, as a minimum, provide that the shared parking will remain in effect until such time as the uses requiring the shared parking continue to exist unless otherwise approved by the City.
6. **Standard Parking Stall.** Standard parking stalls shall be not less than nine (9) feet wide or eighteen (18) feet in length. No parking bay (comprised of two rows of standard parking stalls and one travel-way) shall be less than sixty (60) feet wide, inclusive of any structural columns.
7. **Roadside Stalls.** Roadside parking stalls shall be not less than eight (8) feet wide or twenty-two (22) feet in length. One (1) landscape island shall be constructed for a maximum of every eight (8) continuous stalls (or approximately 178 feet). Such island can be modified in design if the island interferes with drainage of the street. City staff shall have the authority to approve the final design of the modified island provided the modifications maintain the general intent of this Paragraph 7.

E. LOADING

1. **Required Area.** Each proposed building shall provide at least one designated off street loading area or facility.
2. **Design.** Loading facilities shall be designed to minimize interference with traffic flow and to eliminate the need to use any public street for the maneuvering of any delivery vehicle.

F. SIGNS

The size, quantity, location, and type of on-premise signs allowed within the Property shall be determined by the approved site plan.

G. EXTERIOR MATERIALS

1. **“Masonry” Defined.** For purposes of this Section 1.G., “masonry” means construction composed of stone, brick, concrete, hollow clay tile, decorative concrete block (but not split-faced or plain faced allowed), or other similar building units or material or combination of these laid up unit by unit and set in mortar.
2. **Minimum Requirements.** For all buildings, exterior walls shall be constructed with not less than 75% masonry material, excluding glass, glass block, stone, cast-stone, or other materials deemed as trim or accents.
3. **Cast in Place.** Use of cast in place of concrete, concrete tilt wall (cast on site or pre-cast) or other material shall be submitted for City Staff approval and determination of consistency with the intent of this Section 1.G.
4. **Wood Prohibited.** Use of exterior wood siding or wood shingle is prohibited. Wood is permitted as a “trim accent” material only.
5. **Stucco.** Use of stucco or other plaster type material (not Exterior Insulation Finishing System, i.e. “EIFS”) for exterior wall is allowed but shall not be more than 25% of the exterior surface. The use of EIFS material shall be allowed as "trim" material only.
6. **Courtyards.** Internal courtyards not visible from the public or private streets, street easements, or adjacent properties are exempt from the percentages outlined in Paragraph 2 and 5, above. Vinyl and plastic fence material are prohibited.
7. **Roof Materials.** Unless otherwise approved by Director of Community Services or designee, roof materials at pitched roofs shall be concrete roofing tile, clay or slate tiles or standing seam anodized or weather coated metal. Thirty (30) year architectural composite shingle roofing material can be used upon approval by the Director of Community Services or designee upon a determination that the appearance and application of such material is generally consistent with the intent of these regulations and any building elevations approved as part of the approved site plan. Flat roofs can be used provided they have a minimum of 42" parapet wall and screening devices that will be used for mechanical equipment.
8. **Parking Garages.** All above-ground structured parking garages that have

frontage on a public street must have a finished front facade or screen, which is complementary to the adjacent building.

H. STREETS, ACCESS EASEMENTS, AND SIDEWALKS

All public street rights-of-way, public access easements, public alleys, private streets and fire lanes within Tract 3 shall be constructed in conformance with City Engineering design criteria.

1. **Generally.** Streets must be designed and constructed within and/or adjacent to Tract 3 to mitigate the impact of development as identified in a site traffic study or as otherwise may be required as a condition of site plan approval. The street improvements that are required to be constructed shall include as a minimum (but not be limited to): traffic signals and intersection improvements at entrances to the internal roads to the east end of the Property, around the intersection of Midway Road, Blue Lake Circle, and McEwen Drive; along Blue Lake Circle, McEwen Drive, and all internal street improvements within the Property. New streetlights, tree planters, trash receptacles, street benches, shall be installed and maintained by the owner/applicant.
2. **Sidewalks.** Sidewalks shall be provided on all public and private streets. The width of the sidewalk shall be in direct proportion to the projected volume of users. Barrier-free ramps are required at all intersections and both sides of drives.
3. **Ground Level Access.** For buildings with residential units on ground level, direct street access to street shall be provided as much as possible.
4. **Maintenance.** All privately owned streets and easements within Tract 3 shall be maintained by a Property Owner Association. All such streets and easements shall be open for public access at all times, and includes sidewalks.
5. **Miscellaneous.** All street lights, trash receptacles, street furniture, street signs shall be uniform in appearance and approved by the Director of Community Services or designee prior to installation.

I. PHASING

1. **Generally.** If a tract is to be developed in phases pursuant to this Ordinance, each sub-tract shall conform to the basic performance standards of this Ordinance, as though it were a separate site.
2. **Public Access and Fire Lane.** Prior to the issuance of a Certificate of Occupancy for any phase of development in Tract 3, a public access and fire lane of at least twenty-four (24) feet in width shall be constructed within a dedicated public access and fire lane easement to enable ingress and egress to and from the property. Such easement shall be indicated on the site plan for review and approval.

3. **Phased Building Site.** If a building site is to be developed in phases, the submittal shall also include a conceptual plan for future phases showing the approximate location of circulation corridors and public utility corridors, and the approximate location of buildings and parking for future phases.

J. CONCEPT PLAN

1. **Concept Plan Approved.** Tract 3 shall be developed in substantial compliance with the Concept Plan attached to this Ordinance as Exhibit “D-1” and incorporated herein. The Concept Plan establishes the general development intent for Tract 3, including general street layout, primary block configuration, conceptual building shape and layout on each block, general location of public and private parks and amenities, parking arrangement, and generalized public use and access easements. The Concept Plan shall serve as a guide for the approval of any and all Site Plan submissions relating to Tract 3, but shall not be construed to specify precise dimensions, locations, or configurations; such details shall more accurately and appropriately be determined at time of Site Plan approval.
2. **Amendments.** Any amendment of the Concept Plan shall follow the same procedure as required for a zoning amendment. City staff may approve minor amendments to the Concept Plan that do not result in a change in designated uses, the size and bulk of buildings permitted by this Ordinance, or the generally direction and located of streets. City staff shall have the right to present any proposed minor Concept Plan amendment to the Planning and Zoning Commission and City Council for approval.

K. SITE PLAN APPROVAL

Prior to beginning any development on a building site within the Property, a comprehensive Site Plan detailing the proposed development shall be submitted to the Planning and Zoning Commission for review and recommendation and City Council for final approval. No construction permits shall be issued prior to Site Plan approval. Approval shall be based on compliance of the Site Plan with the standards, guidelines, and intent set forth in this ordinance and the Comprehensive Zoning Ordinance. The application for a Site Plan shall include, among other things, the general layout of all streets (public or private), the location of buildings, the proposed building elevations (including building height, exterior materials, and other elements showing compliance with this Ordinance), and a landscaping plan.

L. SPECIAL EXCEPTIONS

In those circumstances where the owner/applicant believes that, due to unique characteristics of the site or other special circumstances, strict compliance with the standards outlined in this Ordinance is not feasible or desirable and that deviation from the standards will allow for equal or better results, the applicant may request a special exception in conjunction with the site plan application for the site to be developed. The Planning and Zoning Commission and City Council

shall consider all requests for special exception to the standard within the context of consistency with the overall concept of the proposed development and whether or not to approve the special exception as part of the approved site plan. In no case shall a special exception be granted that would result in allowing property to be used for a purpose not otherwise permitted by this Ordinance, would allow buildings to exceed the maximum height set forth in this Ordinance, or to alter the requirements with respect to exterior building materials.

SECTION 2. Exhibit “D” of Ordinance No. 2921, as amended by Ordinance No. 2995, is hereby further amended to read as set forth in Exhibit “D-1” attached hereto and incorporated herein by reference, it being the express intent to adopt such amendment solely to address the changes to the Conceptual Site Plan affecting Tract 3 as enacted by this Ordinance.

SECTION 3. Exhibit “E” of Ordinance No. 2921, as amended by Ordinance No. 2995, is hereby further amended to read as set forth in Exhibit “E-1” attached hereto and incorporated herein by reference, it being the express intent to adopt such amendment solely to address the changes to the Overall Site Plan affecting Tract 3 as enacting by this Ordinance.

SECTION 4. It is the express intent that this Ordinance amend only the use and development regulations relating applicable to Tract 3 of PD 90. The use and development of Tracts 1, 2, 4, and 5 of PD 90 as set forth in Ordinances No. 2921, as amended by Ordinance No. 2995, shall continue to be governed by Ordinance No. 2921, as amended by Ordinance No. 2995, without amendment and notwithstanding any reference to the use a development regulations applicable to Tract 3 as set forth in said ordinances.

SECTION 5. 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 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 Comprehensive Zoning Ordinance as a whole.

SECTION 7. 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 8. 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 (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. 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 DAY, THE 6th OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/29/16:78545)

ORDINANCE NO. 3377

EXHIBIT "D-1" – Conceptual Site Plan



PHASE 1 - BUILDING "A" DATA

Proposed Use:	Multi-Family	24,902 sq. ft.
Retail:		1,818 sq. ft.
Number of Stories:		4 Stories
Building Height:		35'-0"
Number of Units:		151
Parking Count (Garage):		191

PHASE 1 - BUILDING "B" DATA

Proposed Use:	Multi-Family	211,936 sq. ft.
Retail:		21,630 sq. ft.
Number of Stories:		3 Stories
Building Height:		30'-0"
Number of Units:		191
Parking Count (Garage):		228

PHASE 1 - BUILDING "C" DATA

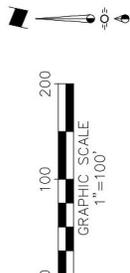
Proposed Use:	Multi-Family	211,936 sq. ft.
Retail:		21,630 sq. ft.
Number of Stories:		3 Stories
Building Height:		30'-0"
Number of Units:		191
Parking Count (Garage):		228

PHASE 1 - BUILDING "D" DATA

Proposed Use:	Multi-Family	211,936 sq. ft.
Retail:		21,630 sq. ft.
Number of Stories:		3 Stories
Building Height:		30'-0"
Number of Units:		191
Parking Count (Garage):		228

SITE DATA

Block B in the Center Addition: 441 Blue Lake Circle & 4020, 4040, & 4100 McEwen Road	
Zone:	RM-100
Site Area:	223,300 sq. ft.
Retail (Square Footage):	43,818 sq. ft.
Multi-Family (Square Footage):	1,148,118 sq. ft.
Total Building Area:	1,191,936 sq. ft.
Parking Provided:	2,888 spaces



CONCEPTUAL SITE PLAN
EXHIBIT "D"

MIDWAY URBAN VILLAGE

24141 BLUE LAKE CIRCLE AND 4020, 4040, 4100
& 4100 McEWEN ROAD
LOTS 1-5, BLOCK B
CENTRE ADDITION
PARKWAY BRANCH, TEXAS

LEEDS REAL ESTATE SERVICES, INC.
11700 Preston Road, Suite 60296
Dallas, Texas 75230

LEEDS
REAL ESTATE SERVICES, INC.

BROCKETT/DRAVINS/DRAKE, INC.
Engineering, Planning, Surveying
Civil & Structural Engineers
Texas Registered Engineering Firm No. 1481
11000 Preston Road, Suite 60296
Dallas, Texas 75230
(214) 343-8800 • Fax (214) 343-8800

DATE: 05/27/16 SHEET 1 OF 2

**ORDINANCE NO. 3377
EXHIBIT "E-1" –Overall Site Plan**



CONCEPTUAL SITE PLAN

EXHIBIT "E"
 MIDWAY URBAN VILLAGE
 24141 BLUE LAKE CIRCLE AND 4020, 4040,
 & 4100 McEWEN ROAD
 LOTS 1-5, BLOCK B
 THE CENTRE ADDITION
 (VOL. 99206, PG 0358)
 FARMERS BRANCH, TEXAS

LEEDS
 REAL ESTATE SERVICES, INC.
 11700 Preston Road, Suite 660296
 Dallas, Texas 75230

BROCKETTE/DAMS/DRAKE, INC.
 consulting engineers
 1444 North Central Expressway, Suite 1300
 Farmers Branch, Texas 75046
 (972) 344-8400 • www.bdd.com

DATE: 06/27/16 SHEET 1 OF 1

Site Photographs



View from Midway towards Blue Lake Cir and McEwen Dr.



Street views from McEwen Dr.



Street views from Blue Lake Cir.

Leeds Real Estate Services, Inc.
11700 Preston Road, Suite 660296
Dallas, TX 75230

August 26, 2016

Mr. Andy Gilles
Director of Community Services
City of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, TX 75234

RE: Request to change City Council Meeting regarding:
Midway Urban Village
4020, 4040 and 4100 McEwen Road and 4141 Blue Lake Circle

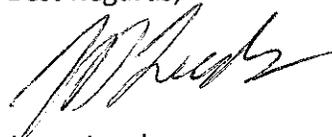
Dear Andy,

I am formally requesting to change the City Council Meeting date from Sept. 6, 2016 to Sept. 20, 2016 in regards to the two agenda items: PD 90 Amendment and Detailed Site Plan Approval for Midway Urban Village

Unfortunately, my family has had plans to be out of town over Labor Day Weekend, through Sept. 7, 2016. As a result, I will not be in town to attend the City Council Meeting on Sept 6, 2016.

Please let me know if you have any questions.

Best Regards,



Jason Leeds
President



City of Farmers Branch

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

Staff Report

File Number: TMP-1795

Agenda Date: 9/6/2016

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Procedural Item

Agenda Number: H.2

Conduct a public hearing and consider adopting a maximum property tax rate of 60.56-cent on September 20, 2016; and take appropriate action.

DISCUSSION:

A second public hearing is being held to consider adopting a maximum property tax rate of 60.56-cent for the 2016-17 fiscal year. In compliance with the State Property Tax Code, the City Council passed a motion during the August 2, 2016, City Council meeting proposing that the City consider adopting a maximum property tax rate of 60.56-cent. No tax rate was adopted at that meeting.

Two public hearings regarding this proposal were scheduled: One hearing was held on August 16, 2016 and one is being held tonight (September 6, 2016).

A public work session of the City Council was held on August 9, 2016 at 1:00 p.m. to discuss the City's proposed budget. A discussion was also held earlier this evening to discuss the City's proposed budget and proposed tax rate. Final budget and property tax rate adoption is scheduled to take place at the City Council meeting on September 20, 2016 at 6:00 p.m. The meeting will be held at the City of Farmers Branch, City Hall, located at 13000 William Dodson Parkway, Farmers Branch, Texas 75234.

No other City Council action is required on this item tonight.

The following procedure is recommended:

1. Mayor will open the public hearing.
2. Comments will be heard from citizens.
3. Hearing will be closed.
4. City Council discussion.



City of Farmers Branch

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

Staff Report

File Number: 16-227

Agenda Date: 9/6/2016

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Procedural Item

Agenda Number: H.3

Conduct a public hearing on the proposed 2016-2017 Operating and Capital Improvement Program Budget in accordance with Article IV of the City Charter; and take appropriate action.

DISCUSSION:

A public hearing is being held to consider the 2016-17 operating and capital improvement program budget. The proposed budget was filed with the City Secretary on July 29, 2016 and copies of the proposed budget were made available for public inspection at the Farmers Branch Manske Library, Farmers Branch Police Department, Farmers Branch Senior Center, City Hall Lobby, and on the City's website.

A public work session of the City Council was held on August 9, 2016 at 1:00 p.m. to discuss the budget and opportunities to discuss the budget have been scheduled to precede all regularly scheduled City Council meetings during the months of August and September, 2016, should they be necessary. The City Council will meet on September 20, 2016 to vote to adopt the budget, ratify the tax increase reflected in the budget, and to levy the tax rate.

The procedure tonight will be as follows:

1. The Mayor will open the public hearing.
2. Comments will be heard from citizens.
3. The hearing will be closed and the City Council will take action to schedule a vote to adopt the budget on September 20, 2016.
4. City Council discussion will follow.

The Mayor will now open the public hearing on the proposed budget.



City of Farmers Branch

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

Staff Report

File Number: ORD-3389

Agenda Date: 9/6/2016

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number: H.4

Conduct a public hearing and consider adopting Ordinance No. 3389 granting a Specific Use Permit to allow a Hotel to be located at 1 Mira Vista Boulevard; and take appropriate action.

BACKGROUND:

The applicant, Darsit Bhakta (Hampton Inn), is requesting a Specific Use Permit to allow hotel use on the Mira Lago Peninsula. The entire Lago Vista peninsula (consisting of approximately 66 acres) is zoned Planned Development No. 81 (PD-81). This PD allows for a wide variety of retail, office and high density residential development. PD-81 is divided into two basic subdistricts, the “**Employment Core**” subdistrict and the “**Mixed Use Residential**” subdistrict. This 2.45 acre undeveloped site is located within the “Employment Core” zoning subdistrict, which currently allows “hotels, including residence hotels” to be developed after obtaining a Specific Use Permit.

DISCUSSION:

The applicant is proposing two buildings on the site: one, 4-story hotel and one, 2-level parking structure. The hotel is proposed to be located along Mira Lago Boulevard and will have a main lobby with two entries: the main entry with the drop-off area at the southern side and the pedestrian entry on the north side toward Mira Lago Boulevard. The parking structure is proposed on the southwest corner of the lot and the remaining southeastern portion along Lago Vista East Boulevard is proposed to be used as a landscape open space until it will be developed into a Conference Center at a future date. The proposed hotel will consist of approximately 70,535 square feet, containing 117 rooms.

Three letters of opposition for this Specific Use Permit request have been received by the city. One letter of opposition is from the OMNI Dallas Hotel at Park West, an adjacent property. The other letters are from Double Tree Farmers Branch Hotel and from Windham Garden Hotel on LBJ Freeway in Farmers Branch.

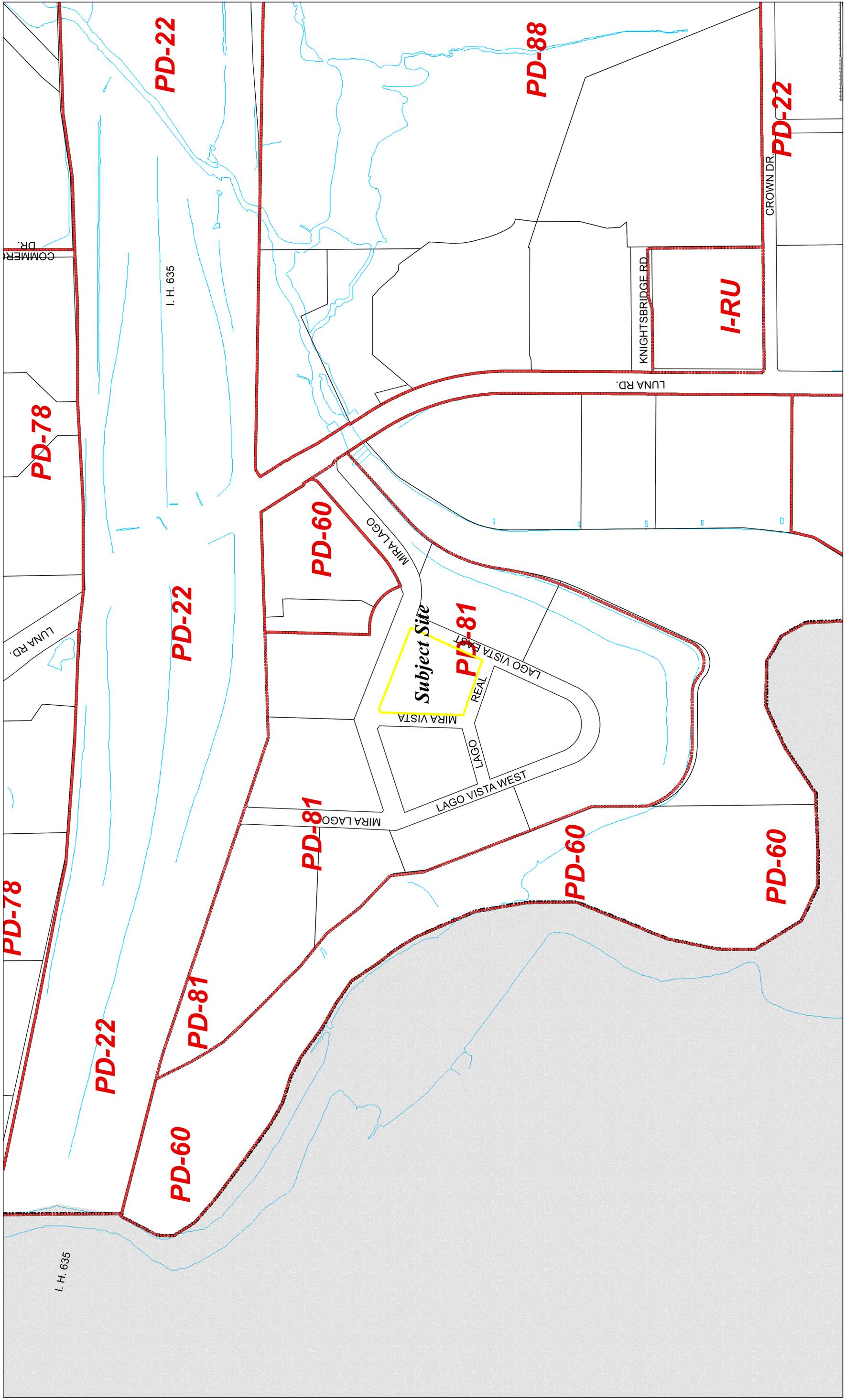
RECOMMENDATION:

On August 8th, 2016 the Planning and Zoning Commission recommended denial of the Specific Use Permit.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Ordinance No. 3389

5. Market Study
6. Site Photographs
7. Letters of Opposition



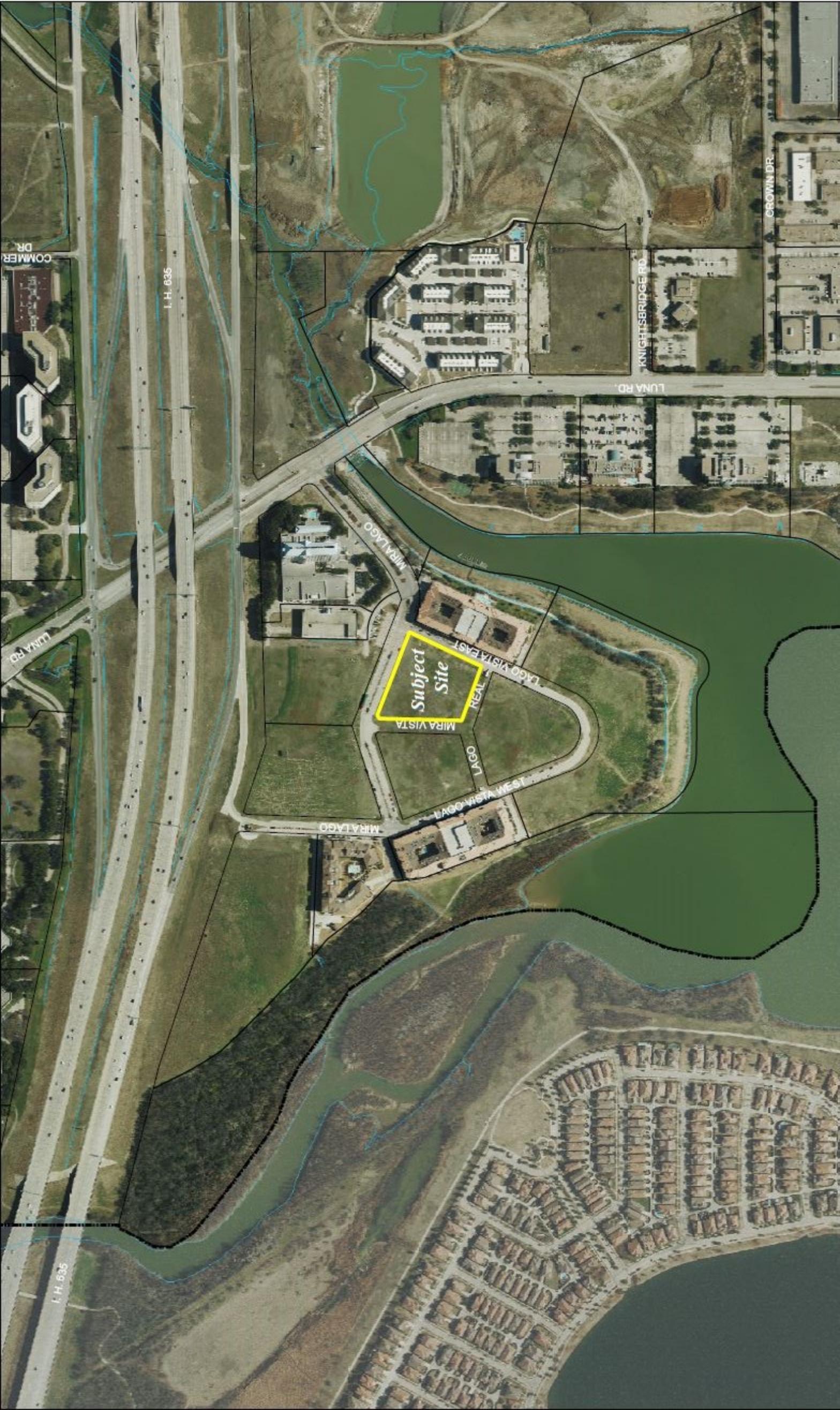
16-SU-15 - Location Map

1 Mira Vista Blvd

-  Zoning District Boundary
-  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.





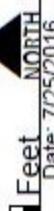
16-SU-15 - Aerial Map

1 Mira Vista Blvd



- Parcel Property Boundaries
- City Limit

0 460 920



Feet
Date: 7/25/2016

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



Information MEMORANDUM

TO: Mayor and City Council
FROM: Charles Cox
City Manager
DATE: August 31, 2016
SUBJECT: Proposed Ordinance No. 3389 to approve a Specific Use Permit with an associated Site Plan for a hotel

Existing Conditions:

This 2.45 acre site is located within the Mira Lago peninsula, in one of the core tracts defined by the existing Mira Lago and Lago Vista East Boulevards and future Mira Vista and Lago Real Boulevards. The property is surrounded by undeveloped sites to the south and north. To the north, across Mira Lago Boulevard is the site of the recently approved Mira Lago Hospitality hotels (Candlewood and Holyday Inn Express). At the north east corner across Mira Lago Boulevard is the Omni Hotel and at the east side across Lago Vista Boulevard is Laguna Vista Apartment Complex. (See Aerial Map)

The entire Lago Vista peninsula (consisting of approximately 66 acres) is zoned Planned Development No. 81 (PD-81). (See Location Map) This PD allows for a wide variety of retail, office and high density residential development. PD-81 is divided into two basic subdistricts, the “**Employment Core**” subdistrict and the “**Mixed Use Residential**” subdistrict. This 2.45 acre undeveloped site is located within the “Employment Core” zoning subdistrict, which currently allows “hotels, including residence hotels” to be developed after obtaining a Specific Use Permit.

Site Design:

The applicant is proposing two buildings on the site: one, 4-story hotel and one, 2-level parking structure. The hotel is proposed to be located along Mira Lago Boulevard and will have a main lobby with two entries: the main entry with the drop-off area at the southern side and the pedestrian entry on the north side toward Mira Lago Boulevard. The parking structure is proposed on the southwest corner of the lot and the remaining southeastern portion along Lago

Vista East Boulevard is proposed to be used as a landscape open space until it will be developed into a Conference Center at a future date. A corresponding Site Plan application will be submitted for any future development on the remaining portion of the site. (See Site Plan)

The proposed hotel will consist of approximately 70,535 square feet, containing 117 rooms. A lobby with reception desk, meeting area with a small business center, breakfast area, fitness room, and indoor pool with outdoor seating areas will be located on the first floor. The outdoor seating areas are located on the northeast and southeast corners and will be screened from public view with landscaping. The outdoor areas are accessible only from the indoor pool area. The main entry into the hotel will be located on the south side of the building, and will include a covered driveway area, or “porte cochere”. Another entry area will mirror the main entry on the northern side and serve as a pedestrian access from Mira Lago Boulevard. (See Conceptual Floor Plans)

A limited number of surface parking spaces (26) are proposed along the southern side of the building, however most of the guest parking will be located within the parking garage. The parking garage will be accessible on two sides, the stairs and elevator area will be directly connected to the hotel reception area through a walkway.

The dumpster will be located in the open area portion and will be screened from public view with a masonry wall and a dense row of shrubs. (See Site Plan)

Elevations

The architectural style of the exterior of the hotel can be generally classified as “Contemporary”. The exteriors shall consist of brick, stone and stucco material, and will complement the “Contemporary Mediterranean” style of the existing buildings in PD-81. The access areas will have a distinct architectural treatment on the building north and south façades and will be covered by canopies and/or columns. The ground floor windows on the north façade, facing Mira Lago Boulevard, will have metal awnings.

The hotel will be 4 stories in height with an overall height of approximately 61 feet. The applicant is proposing at least 75% brick and stone. (See Elevations and Renderings)

The parking structure will be 2 levels high and will be constructed using precast concrete panels.

Each room will have its own individual HVAC system and will be incorporated into the window design. All other HVAC equipment will be located on the roof. A monolithic PVC membrane flat roofing system will be used on the building. The proposed parapet on the building will screen the roofing system and equipment from public view.

Landscaping and Open Space

The applicant has proposed to provide approximately 32% of the site as natural or landscaped open space. PD-81 requires 10%. The applicant has agreed to minimally landscape the open area

at the southeast corner of the remaining undeveloped site at this time. 79 new trees are proposed to be installed throughout the site, a combination of Oak, Holly and Crape Myrtle.

The proposed streetscape along Mira Lago and Lago Vista Boulevards will include 6-foot wide sidewalks with canopy trees to provide ample shade. The applicant is also proposing to install 7 seating areas with benches and trash receptacles and street light poles along Mira Lago and Lago Vista East Boulevards. This streetscape will be comparable with the existing streetscape elements located in front of the existing developments within PD-81 (Laguna Vista, Evergreen and Portofino Apartments). (See Landscape Plan)

Parking

Based on the proposed use, PD-81 requires at least 123 on-site parking spaces. 25% of these spaces can be surface parking.

The applicant is proposing 146 on-site parking spaces. 122 of these parking spaces are located within the proposed 2-level parking structure. Only 26 surface parking spaces are proposed (17% of total) within the site. Currently there are 20 parallel parking spaces along Mira Lago and Lago Vista Boulevards. (See Site Plan)

Signage

The applicant is proposing to install wall signs on three façades (north, south and east). The wall signs will be up to 4 feet in height and maximum 138 square feet. (See Elevations and Renderings) PD-81 requires all wall signs to be less than 10 feet high and less than 150 square feet. The proposed signage complies with PD-81 requirements.

Special Exception: Development Standards

PD-81 requires all buildings fronting a street to be setback no further than 10 feet from a property line. The Site Plan proposes a minimum 10 feet setback along Mira Lago Boulevard to accommodate the articulation of the proposed façade and the outdoor seating area without affecting the vision set by PD-81 for a more walkable urban community.

The City Staff is in support of this Special Exception.

Market Study:

The applicant submitted a Market Study for the proposed Hampton Inn & Suites in Farmers Branch completed by DP Consulting, Professionals in Hotel Development. In their analysis of the area and the specific location of this site in greater Dallas hotel market, the researchers make an informed estimation for occupancy, average daily rate and room revenue for 2018-2020.

For the proposed Hampton Inn, DP Consulting's Analysis indicated a strong overall occupancy rate and highlights the following main ideas:

- There is a new sum-market being formed at Luna / I-635 area that will be directly competitive with the area along TX-114 in Las Colinas.
- The proposed Hampton Inn will replace an older Hampton Inn located at I-35 and Walnut Hill.
- The estimated user groups for the Hampton Inn are the Individual Business Travelers and Leisure Travelers that will be typical users of the brand and are looking for a location with good surroundings.

Based on these assessments, DP Consulting recommends Hampton Inn & Suites as the highest and best use for the subject site.

Comprehensive Plan:

The West Side Plan designated the Mira Lago peninsula as a Neighborhood Center. A Neighborhood Center is defined as an area that could support both office, retail and residential development. The proposed SUP and associated Site Plan is consistent with the West Side Plan.

Public Response:

Nine (9) notification letters were mailed to the surrounding landowners on July 28th, 2016. Two (2) zoning notification signs were also posted on the site on that day. A public notice was placed in Dallas Morning News on August 19th, 2016. As of August 31, three letters of opposition to this request has been received by the City. One letter is from an adjacent property owner, Omni Hotels and Resorts, Park West, Dallas.

Possible Council Action:

1. I move to adopt Ordinance No. 3389.
2. I move to adopt Ordinance No. 3389 with the following modification(s)...
3. I move to table the item or take no action.



June 30, 2016

Mr. Divyesh Das
5858 Hilcroft
Houston, TX 77036

Re: Market Study – Hampton Inn and Suites – Farmers Branch, Texas

Mr. Das:

We have completed our analysis of the hotel market near Luna Road and I-635 and the proposed development of a 117-room Hampton Inn and Suites hotel. The conclusions reached are based upon our present knowledge of the competitive market area resulting from our fieldwork completed June 24, 2016.

As in all studies of this type, the estimated results are based upon competent and efficient management and presume no significant change in the competitive position of the hotels from that as set forth in this report. The terms of our engagement are such that we have no obligation to revise this report to reflect events or conditions that occur subsequent to the date of the completion of our fieldwork.

The estimates of property performance are based on an evaluation of the present general level of the area's economy and make no provision for the effect of any sharp rise or decline in local or general economic conditions.

In summary, it is our opinion that there is market justification for developing the proposed Hampton Inn and Suites with 117 guestrooms. We further conclude the following:

- The proposed Hampton will gain nearly all of its market share from the limited-service hotels located in Dallas and Irving, one of which is coming out of the Hampton system and is being replaced by this Hampton Inn.
- We also noted that the average age of the competitive set is nearly 20 years old. This means the newest hotels for 3 miles in every direction will be consolidated at Luna and I-635, thereby creating a new hospitality destination.

- Hotels work just like a restaurant grouping, where one restaurant struggles, three or more restaurants succeed. It is therefore likely that the Holiday Inn Express and the Candlewood will also benefit from the addition of the Hampton Inn.
- Since the limited service hotels do not offer food and beverage and there are no restaurants nearby, it is likely the existing full-service hotels will see an increase in their food and beverage sales.
- Lastly, as noted in the following table, the proposed Hampton Inn will likely generate more than \$250,000 per year in hotel occupancy taxes (HOT) paid to the City of Farmers Branch. Over 10 years, the City could collect as much as \$3.5 million in hotel occupancy taxes, just from the proposed Hampton Inn.

Average Daily Rate and Rooms Revenues					
Year	Occupancy	Average Daily Rate		Rooms Revenue	Potential City HOT
		2016 Dollars	Inflated Dollars		
2018	68%	\$121.00	\$123.25	\$3,579,180	\$250,543
2019	72%	\$121.00	\$128.25	\$3,943,688	\$276,058
2020	74%	\$121.00	\$133.25	\$4,210,700	\$294,749

Economic Summary

Dallas is located in the Central Time Zone in North Central Texas, 35 miles east of Fort Worth, 245 miles north, northwest of Houston and 300 miles north of the Gulf of Mexico. It is the largest economic center of the 12-county Dallas – Fort Worth – Arlington metropolitan statistical area (MSA), which includes Collin, Dallas, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant and Wise counties. The MSA had a population of 6,954,330 as of July 1, 2014, while the city of Dallas had a population of 1,281,047. In 2014, the metropolitan economy surpassed Washington D.C. to become the fifth largest in the United States, with a GDP over \$504 billion.

The proposed hotel site is located in Farmers Branch, which is a city in Dallas County. It is located 14 miles northwest of the city of Dallas. The city is bordered by two interstate highways and two toll roads and is less than 15 minutes from both Dallas/Fort Worth International Airport and Dallas Love Field. Farmers Branch is also home to more than 4,000 companies and more than 250 corporate headquarters, including JDA software, Occidental Chemical, Itron Security, Taco Bueno, SoftLayer Technologies, and Monitronics.

Tourism

There are numerous athletic facilities in Farmers Branch. This factor has led the Economic Development & Tourism Department to target much of their marketing efforts in attracting tournaments, which fill guestrooms on weekends. Marketing of tournaments has also proven to be somewhat recession resistant.

2015 Major Tournament Events - Farmers Branch, TX		
Event Name	Nights	Room Nights
NCA Cheer	4	1,401
Premier Baseball	6	1,275
Super Copa Boys	8	1,106
Dallas International Girls Cup	16	1,048
Super Copa Girls	8	837
<i>Source: Farmers Branch Economic Development & Tourism</i>		

Because Farmers Branch is mostly a business market, most of the hotel guest rooms have king beds. However, the most requested room-type for sports teams is double-queen, since they frequently occupy four to a room. One of the risks of a hotel booking a team is the concern the team will lose and not advance to the next round of play. When a team loses, they check out early.

Teams choose their hotels based on proximity to the fields. As such, hotels near Luna and I-635 will likely be the first choice for most teams, but girls' teams like staying near the Galleria because of its proximity to shopping. The girls' teams also require larger room blocks because they travel as families. Boys tend to travel as teams with fewer parents and occupy smaller room blocks.

Retail

The Galleria Dallas is an upscale shopping mall, and mixed-use development, located across the freeway from the proposed hotel site. The Galleria contains over 200 stores and restaurants, including an ice rink and the Westin Galleria Hotel.

Office

Numerous headquarters have been announced that include: 1) Toyota North America spending \$350 million to build a 2.1 million-square-foot corporate campus; 2) Liberty Mutual Insurance is spending \$325 million to accommodate 4,000 employees in the company's new North American headquarters by 2017; and 3) J.P. Morgan Chase & Co. is spending \$2 billion to develop 800,000 square feet of office space on 50 acres. Each of these new office spaces would increase hotel demand in varying degrees.

Airports

Dallas is home to two airports, the Dallas/Fort Worth (DFW) International Airport and Dallas Love Field Airport. The Dallas/Fort Worth International Airport is the largest hub for American Airlines, which is headquartered near the airport. As of October 2014, DFW Airport has service to a total of 207 destinations, including 58 international and 149 domestic destinations within the U.S. The airport is located

19 miles from downtown Dallas and is centrally located within 30 minutes from any part of the city.

DFW Airport is undergoing a \$2.7 billion "Terminal Renewal and Improvement Program" (TRIP), which encompasses renovations to the four original terminals (A, B, C and E). Work on the project began following the conclusion of Super Bowl XLV in February 2011. Terminal A was the first terminal to undergo these renovations. Gates A6-A16 were completed in April 2013, the whole terminal was completed in 2015, and the entire TRIP project should be complete by the end of 2018. The airport also has completed a \$2.8 million renovation of Terminal D to accommodate the double-deck Airbus 380.

Dallas Love Field (DAL) Airport is a city-owned public airport, which is six miles northwest of Downtown Dallas. The corporate headquarters for Southwest Airlines is located at Love Field. The following table shows the total passenger enplanements at both airports.

Airport Passenger Enplanements		
Year	DFW International	Love Field
2009	13,709,610	7,744,522
2010	14,313,971	7,960,809
2011	14,313,971	7,980,020
2012	14,305,416	8,173,927
2013	14,584,093	8,470,586
2014	14,547,301	9,413,636
CAC	1%	4%

Major Employers

As of August 2015, the Dallas-Ft. Worth-Arlington MSA job count had increased to just fewer than 3.4 million jobs. The city's economy is primarily based on banking, commerce, telecommunications, computer technology, energy, healthcare and medical research, and transportation and logistics.

The following table lists the largest private sector employers, which includes several national airline, healthcare, and financial service companies. These companies generate hotel demand in varying degrees.

Major Private Sector Employers - Dallas/Fort Worth, TX		
Company	Industry / Product	Employees
American Airlines Group	Airline	23,700
Baylor Health Care System	Healthcare	22,000
Texas Health Resources	Healthcare	16,205
Bank of America	Financial Services	15,400
JPMorgan Chase	Financial Services	13,000
Texas Instruments	Semiconductors	13,000
Lockheed Martin Aeronautics	Aviation and Aerospace	12,600
NCA North Texas Division	Healthcare	11,612
Southwest Airlines	Airline	8,345
Verizon Communications	Telecommunications	8,100
Raytheon	Aviation and Aerospace	8,000
Bell Helicopter	Aviation and Aerospace	6,500

Source: Dallas Office of Economic Development

Major Employers - Farmers Branch, TX		
Company	Industry / Product	Employees
J.P. Morgan Chase	Financial Services	2,390
IBM Corporation	Computer Science	1,870
Internal Revenue Service	Tax Collection	1,200
Geico	Insurance	1,088
Telvista	Call Center Outsourcer	1,000
TDIndustries	Mechanical Construction	900
Hagger Clothing Company	Manufacturing	750
Monitronics International Inc.	Security System	700
Encore Enterprises, Inc.	Real Estate	650
Glazer's Wholesale Drug Company	Distributor	650

Source: City of Farmers Branch 2014 Comprehensive Annual Financial Report

Project Description

Subject Site

The proposed site contains approximately 2.45 acres and is proximate to the Omni Hotel, which offers a restaurant and bar.

To access the site from the direction of Dallas/Fort Worth International Airport, travelers will find their way to IH-635 east towards Farmers Branch and proceed approximately seven miles to exit 28. Once on the feeder road of IH-635, travelers will make a right onto Luna Road and a right on Mira-Lago where they will see the hotel. Travelers will then turn left on Lago Vista East and find the entrance to the site on the right.

Hotel Guests arriving from Dallas Love Field Airport will find their way to Stemmons Freeway (IH-35E) and head north, for approximately six miles, and follow the signs to west bound I-635. Once on I-635, travelers will exit Luna Road, turn left under the freeway, and follow the same directions to the site.

Proposed Hotel

Based on our review of the historical performance of the market, inspection of competitive hotels, interviews of area demand generators, and a review of the existing and planned area developments, we concur that developing a 117-room Hampton Inn & Suites is the highest and best use for the subject site.

Hampton Inn & Suites is part of Hilton Worldwide. The company's portfolio of thirteen world-class global brands is comprised of more than 4,660 managed, franchised, owned and leased hotels and timeshare properties, with more than 765,000 rooms in 102 countries and territories, including Hilton Hotels & Resorts, Waldorf Astoria Hotels & Resorts, Conrad Hotels & Resorts, Canopy by Hilton, Curio – A Collection by Hilton, DoubleTree by Hilton, Embassy Suites by Hilton, Hilton Garden Inn, Hampton by Hilton, Tru by Hilton Homewood Suites by Hilton, Home2 Suites by Hilton and Hilton Grand Vacations.

The hotel will be equipped with a combination of room types to include suites with either king beds or two queen beds. The king-bedded rooms will have walk-in showers, and the double queen-bedded rooms will have bathtubs. As required, there will be suites with ADA accessible bathrooms.

The guestrooms in the proposed hotel should be based on the current Hampton Inn & Suites prototype, which provides comfortable and efficient accommodations that will appeal to travelers with a variety of needs. In-room amenities include standard hotel features such as secure-wired and high-speed wireless Internet, cable television viewed on a large flat panel high-definition TV, a phone with voice mail, and energy-efficient lighting.

Per Hampton Inn & Suites standards, the hotel should serve a complimentary breakfast. Recreational amenities should include a fitness center and outdoor swimming pool, with a fire pit gathering area.

Lodging Market Overview

Hotel Market Overview

The Texas hotel market comprises nearly 415,000 hotel guestrooms of varying quality. The research firm, Source Strategies, uses data derived from the hotel occupancy tax rolls published by the State of Texas. By analyzing data provided by Source Strategies, we developed the following long-term trends for Texas metro and non-metro areas.

The national recession, which began in late 2007 for some parts of the country, did not arrive in Texas until the last quarter of 2008 and became more severe in 2009. In 2009, occupancies dropped to an all time low of 54.0% in the metro hotel markets. While ADR increased 6.6% per year through 2008, it dropped 7.0% in

2009 to \$85.96. ADR began to recover in 2011 and has increased 2.8% per year from the low in 2010 to the new high of \$103.17 in the third quarter of 2015.

Texas Metro Hotel Markets				Non-Metro Hotel Markets		
Year	Occupancy	Average Daily Rate	RevPAR	Occupancy	Average Daily Rate	RevPAR
2005	60.8%	\$76.18	\$46.32	52.0%	\$55.62	\$28.92
2006	61.8%	\$83.12	\$51.37	54.7%	\$59.55	\$32.57
2007	62.0%	\$87.83	\$54.45	56.2%	\$62.91	\$35.36
2008	61.8%	\$92.44	\$57.13	57.4%	\$67.60	\$38.80
2009	54.0%	\$85.96	\$46.42	50.0%	\$63.09	\$31.55
2010	55.6%	\$85.17	\$47.39	50.2%	\$66.10	\$33.18
2011	59.6%	\$88.10	\$52.50	55.6%	\$70.08	\$38.99
2012	62.8%	\$91.35	\$57.33	58.7%	\$75.64	\$44.37
2013	64.3%	\$96.38	\$57.59	58.2%	\$78.61	\$45.79
2014	66.8%	\$100.52	\$67.11	58.4%	\$83.43	\$48.70
2015 *	66.5%	\$103.17	\$68.60	56.5%	\$81.85	\$46.22
CAC **		3.1%	4.0%		3.9%	4.8%

Source: Source Strategies

* 2015 data is based on the Trailing 12 months through the Third Quarter 2015.

**Compound Annual Change

Comparatively, the occupancies of the non-metro area hotels declined from 57.4% in 2008 to 50.0% a year later and did not return to the previous high until 2012. ADR followed a similar pattern as the metro hotels with a sharp rise through 2008, followed by a sharp decline in 2009. Unlike the recovery in the metro markets, the non-metro markets have recovered at a much faster rate of 4.8% per year through the third quarter of 2015.

Summary of Competitive Set

The greater Dallas hotel market contains over 500 hotels with approximately 75,000 guestrooms of varying quality. Of which, we identified eight hotels as the competitive set for the proposed hotel.

Because the proposed hotel is located in a developing area of Farmers Branch and will have easy access to the freeway, we chose the two full-service hotels nearby and similarly priced limited-service hotels within a three-mile radius of the site as its primary competitors. A summary listing of the competitive hotels is provided in the following table and more detail is provided in **Exhibit A**.

SUMMARY OF COMPETITIVE HOTELS Farmers Branch, Texas			
Properties	Rooms	Year Opened	Property Type
Farmers Branch			
1 DoubleTree Dallas - Farmers Branch	160	1999	Full Service
2 Omni Dallas Hotel @ Park West	337	1989	Full Service
Dallas - I - 35E			
3 Hampton Inn Dallas - North - I-35E @ Walnut Hill	113	1986	Limited Service
Las Colinas			
4 Fairfield Inn & Suites Dallas Las Colinas	117	1998	Limited Service
5 Holiday Inn Express & Suites - Irving Convention Center - Las Colinas	128	1997	Limited Service
6 SpringHill Suites Dallas DFW Airport - East/Las Colinas Irving	120	2006	Limited Service
7 La Quinta Inn & Suites Dallas - Las Colinas	92	1998	Limited Service
8 Hampton Inn Dallas - Irving - Las Colinas	135	1997	Limited Service
New Hotels			
A Hampton Inn & Suites - Farmers Branch	117	2018	Limited Service
B Holiday Inn Express	100	2017	Limited Service
C Candlewood	80	2017	Extended Stay
D Former Hampton Inn Dallas North to become Quality Inn	-113	2018	Limited Service
Total Hotel Rooms	1,386		

New Supply

In addition to the subject Hampton Inn and Suites, plans have been submitted for two hotels to be built on adjacent sites. One will be a Holiday Inn Express with +/- 100 rooms and a Candlewood Suites with +/- 80 suites. We have assumed that each of these hotels will be open by 2018.

Another change in market supply is also occurring that is factored into our analysis. What is presently a Hampton Inn with 113 guestrooms located near IH-35 and Walnut Hill, will lose its Hilton affiliation just before the proposed Hampton opens. At that point, the older Hampton will cease being competitive which means the Hampton Inn proposed for Farmers Branch is effectively replacing the older one in located in Dallas.

Because so many rooms are opening near the intersection of Luna and I-635, we see a new sub-market forming that will steal its market share from sub-competitive hotels along Stemmons Freeway and from direct competitors along TX-114 in Las Colinas. As noted in the previous table, the average age of the competitive set is nearly 20 years. This means the newest hotels for 3 miles in every direction will be consolidated at Luna and I-635. This will give the older hotels near this intersection competitive advantage as the newer hotels will attract customers to the area and create awareness of the new sub-market.

Sources of Market Demand

Through our research of the competitive set, and observation of hotel operations in the market, we were able to develop the following analysis that quantifies the primary sources of demand for the competitive set.

Market Mix - Annual Room Nights of Demand		
Demand Segments	Room Nights	% Mix
IBT	183,600	58%
Group	41,500	13%
Leisure	91,600	29%
Total Occupied Roo	316,700	100%

The combined competitive hotels classify a portion of their demand as **Individual Business Travelers (IBT)**, representing approximately 58% of the market demand. IBT demand is generated when sales people and consultants call on area companies, or when area companies bring employees and customers in for meetings. Much of the IBT demand generated in this market is related to consultants and sales people visiting area companies. Other sources of IBT demand occur when area companies bring in candidates for job openings.

Nearly all of the hotels maintain a roster of negotiated corporate rates with companies that need rooms on a more frequent basis. These rates are often lower than the rack rate and come with commitments for a minimum number of room nights.

Group and Convention demand in this market occurs when companies need to hold meetings to discuss business issues. Since the limited-service hotels of the competitive set are smaller and do not have large amounts of meeting space, most of the groups are hosted in the full-service hotels. On the weekend, however, groups consist of sports teams staying at all the hotels and participating in tournaments. As such, we estimate Group demand will likely comprise 13% of the overall demand, with the full-service hotels averaging 30% versus the limited-service hotels averaging much less at 5%.

Leisure demand for the competitive hotels represents approximately 29% of their occupied room nights with the limited-service hotels averaging 30% and the full-service hotels averaging 20%. Leisure demand primarily occurs on holidays, weekends when visitors come to Dallas for a shopping trip or social events.

Competitive Set Historical Performance

DPC assembled occupancy and ADR information for each competitor for year-end 2011 through year-end 2015 and derived estimated levels of total supply and demand expressed as room nights per year.

The following table summarizes the historical performance of the Competitive Set. While there were no additions to supply over the last five years, demand increased at 3.3% per year. Much of this increase can be attributed to the ongoing recovery from the national recession of 2008, but it is also indicative of the strength of the

Dallas economy. Demand outpacing supply has caused occupancy to increase from a low of 63.3% in 2011 to a high of 72.2% in 2015. It is important to note that the market occupancy has remained above 65% for four consecutive years.

HISTORICAL MARKET CONDITIONS - ANNUAL ROOM NIGHTS						
	2011	2012	2013	2014	2015	CAC*
Supply - Guestrooms	1,202	1,202	1,202	1,202	1,202	
Supply - Annual Rooms Nights (x 365)	438,730	438,730	438,730	438,730	438,730	0.0%
Demand						
IBT	161,000	168,800	174,700	181,000	183,600	3.3%
Group	37,000	38,200	39,600	40,200	41,500	2.9%
Leisure	79,800	83,900	87,000	90,300	91,600	3.5%
Total Occupied Room Nights	277,800	290,900	301,300	311,500	316,700	3.3%
Occupancy	63.3%	66.3%	68.7%	71.0%	72.2%	
Average Daily Rate	\$93.96	\$93.77	\$100.13	\$105.16	\$111.18	4.3%
Revenue per Available Room	\$59.49	\$62.18	\$68.76	\$74.66	\$80.25	7.8%
Change in Supply	--	0.0%	0.0%	0.0%	0.0%	
Change in Demand	--	4.7%	3.6%	3.4%	1.7%	
*Compounded annual change						

Along with increasing occupancies, ADR has increased from +/- \$94 in 2011 to +/- \$111 in 2015, which represents a growth rate of 4.3% per year. Future increases are anticipated as the regional economy continues to grow as a result of the future headquarters expansions.

Future Estimated Market Supply and Demand

The following analysis shows the addition of the proposed Hampton Inn and Suites and three additional competitors, along with the older Hampton Inn being removed from competitive supply. These additions will increase supply by 23.8% from 2017 to 2018. However, expressed as a compound average over the next five years, supply will increase 4.2% per year.

We estimate the future growth rates for demand with the following analysis. Increases to base demand are stated in compound average growth rates and reflect the external changes in the market if no other hotels were built. Conversely, increases to created demand are derived by whole numbers and account for the room nights that are sold to guests who were previously displaced to sub-competitive hotels during peak periods.

In terms of changes to the level of base demand, we have accounted for continued recovery from the national recession by applying a 2.0% per year increase in demand for IBT, Leisure and Group. With respect to created demand, we see 20% of the room night inventory as being filled by guests that were previously displaced from the market during peak demand periods, or small groups that will be induced to come to the area because there will be a concentration of the newest hotels in the area. We added the created demand to IBT (70%), Group (5%), and Leisure (25%). These assumptions calculate a combined growth rate of 2.8% per year from 2015 to 2020. The resulting analysis shows occupancy decreasing slightly as the

new hotels open, and growing steadily back to the low 70%'s and stabilizing, which was where the market performed prior the recession.

FUTURE MARKET CONDITIONS - ANNUAL ROOM NIGHTS							
	2015	2016	2017	2018	2019	2020	CAC*
Supply - Guestrooms	1,202	1,202	1,242	1,386	1,386	1,386	
Supply - Annual Rooms Nights (x 365)	438,730	438,730	453,450	505,890	505,890	505,890	2.9%
Demand							
Individual Business Traveler - Base	183,600	187,200	191,000	194,800	198,700	202,700	2.0%
Individual Business Traveler - Created	--	-	2,100	9,400	9,400	9,400	--
	183,600	187,200	193,100	204,200	208,100	212,100	2.9%
Group/Convention - Base	41,500	42,300	43,100	44,000	44,900	45,800	2.0%
Group/Convention - Created	--	-	100	700	700	700	--
	41,500	42,300	43,200	44,700	45,600	46,500	2.3%
Leisure - Base	91,600	93,400	95,300	97,200	99,100	101,100	2.0%
Leisure - Created	--	-	700	3,400	3,400	3,400	--
	91,600	93,400	96,000	100,600	102,500	104,500	2.7%
Total Occupied Room Nights	316,700	322,900	332,300	349,500	356,200	363,100	2.8%
Occupancy	72.2%	73.6%	73.3%	69.1%	70.4%	71.8%	--
Change in Supply	0.0%	0.0%	3.4%	11.6%	0.0%	0.0%	--
Change in Demand	1.7%	2.0%	2.9%	5.2%	1.9%	1.9%	--

*Compounded annual change

Estimated Penetration of the Proposed Hotel

Penetration analysis compares the occupancy from a sample of the competitive set to the overall market average. A market penetration above 100% indicates a property is getting more than its fair share. Likewise, a penetration below 100% indicates below average performance. We have performed this analysis on the market competitors for each demand segment and determined that the market rewards quality service and strong brands. This is a very competitive set where each of the competitors is presently getting is fair share.

Penetration Rates of Competitive Set - 2015				
	Leisure	Group	IBT	Overall
Doubletree	100%	150%	85%	100%
Omni	70%	230%	85%	100%
Hampton I-35	140%	0%	105%	105%
Fairfield	105%	40%	110%	100%
Holiday Inn Express	105%	40%	110%	100%
Springhill Suites	105%	40%	115%	100%
La Quintal	140%	0%	105%	100%
Hampton Las Colinas	105%	40%	115%	100%

Note: Percentages are rounded to nearest 5% to protect confidential information.

The following table displays the room nights sold in the market, the fair share of room nights that could be occupied in the subject Hampton Inn and Suites, and our adjustments to its fair share based on its competitive advantages shown as Estimated Market Penetration. The subject hotel will likely get 50% of its fair share of Group demand due to it not having a large amount of meeting space. But it will penetrate above its fair share in IBT & Leisure because the location and brand will appeal to

travelers seeking a hotel with good surroundings. The resulting occupancy for the subject hotel is calculated as finishing its first year at 68% and stabilizing at 74%.

Hampton Inn & Suites - Farmer's Branch, TX - 117 Units									
Year	Market Segment	Estimated Market Demand	Fair Market Share ¹		Estimated Market Penetration ²		Occupancy		Average Room Rate Constant \$
			Percent	Demand	Percent	Demand	Market	Subject	
2018	IB T	204,200	8.4%	17,200	110%	18,900			125.00
	Group	44,700	8.4%	3,800	50%	1,900			110.00
	Leisure	100,600	8.4%	8,500	95%	8,100			115.00
	Total	349,500		29,500	98%	28,900	69%	68%	121.21
2019	IB T	208,100	8.4%	17,500	115%	20,100			125.00
	Group	45,600	8.4%	3,800	50%	1,900			110.00
	Leisure	102,500	8.4%	8,600	100%	8,600			115.00
	Total	356,200		29,900	102%	30,600	70%	72%	121.26
2020	IB T	212,100	8.4%	17,800	115%	20,500			125.00
	Group	46,500	8.4%	3,900	50%	2,000			110.00
	Leisure	104,500	8.4%	8,800	100%	8,800			115.00
	Total	363,100		30,500	103%	31,300	72%	74%	121.23

¹ Fair Market Share = 117 Units (Subject) divided by 1,386 Rooms (in the Market in 2018) = 8.4%

² Subject penetration into Market above 100% indicates Subject has competitive advantages.

In estimating Average Daily Rate (ADR), we gathered rack rates for each property of the competitive set, which is presented in Exhibit A. We also collected individual ADR's and compared them to the market average of 2015. Based on our observations of the market, we estimated the average rate anticipated for each demand segment. Business travelers, for example, will pay the highest rate because they travel during peak periods. Group travelers will pay the least because they book during the slower periods, even though they create peak periods when they come. Leisure travelers will lie in between. The following table calculates a weighted average based on our analysis stated in 2016 dollars. The following table uses a 3.0% per year rate of inflation to express the ADR in future dollars and the resulting rooms revenue for the subject hotel.

Average Daily Rate and Rooms Revenues					
Year	Occupancy	Average Daily Rate		Rooms Revenue	Potential City HOT
		2016 Dollars	Inflated Dollars		
2018	68%	\$121.00	\$123.25	\$3,579,180	\$250,543
2019	72%	\$121.00	\$128.25	\$3,943,688	\$276,058
2020	74%	\$121.00	\$133.25	\$4,210,700	\$294,749

We also calculated the probable occupancy taxes that will be paid to the City over 10 years in the following table.

Calendar Year Occupancy and ADR Inputs						
Year	Annual Available	Rooms Occupied	Occupancy	Inflated ADR	Room Revenue	HOT 7%
2018	42,705	29,040	68.0%	\$123.25	3,579,180	250,543
2019	42,705	30,750	72.0%	128.25	3,943,688	276,058
2020	42,705	31,600	74.0%	133.25	4,210,700	294,749
2021	42,705	31,600	74.0%	138.75	4,384,500	306,915
2022	42,705	31,600	74.0%	144.25	4,558,300	319,081
2023	42,705	31,600	74.0%	148.75	4,700,500	329,035
2024	42,705	31,600	74.0%	153.00	4,834,800	338,436
2025	42,705	31,600	74.0%	157.75	4,984,900	348,943
2026	42,705	31,600	74.0%	162.50	5,135,000	359,450
2027	42,705	31,600	74.0%	167.25	5,285,100	369,957
2028	42,705	31,600	74.0%	172.25	5,443,100	381,017
Total potential paid to City over 10 years:						3,574,184

Limiting Conditions

The conclusions in this report are based upon review of published information and information provided by the general managers and/or owners at the competing hotels, and an analysis of historical market area data. The report is based on estimates, assumptions, and other information developed from our analysis of the local hotel market area and characteristics of the proposed property. Since the projections in this letter are based upon estimates and assumptions, which inherently are subject to uncertainty and variation depending upon evolving events, we do not represent them as results that will actually be achieved.

This report has been prepared primarily for your use and guidance in determining the risk in developing the proposed property. As is customary in assignments of this nature, neither our name nor the material submitted may be included in any prospectus, in newspaper publicity, or as part of any printed material; or used in public offerings or representations in connection with the sale of securities to the general public. You may, however, include this document in a private placement memorandum that is directed to qualified investors.

DP Consulting – Qualifications

DP Consulting is a hospitality, tourism, and real estate oriented consulting and brokerage firm. We have developed a particular expertise that includes public/private ventures involving public assembly facilities and master planned communities. DPC has also worked extensively on every type of hotel to include limited-service, select-service, full-service, conference centers, and casino hotels.

The principal of DP Consulting, David Parker, has 30 years experience in the hotel industry, to include operations, consulting, and development. Prior to forming DP Consulting, Mr. Parker was employed by PKF Consulting for nearly a decade, where

he developed numerous methodologies for collecting market information on hotels and meeting facilities, and developed multiple modeling techniques for projecting utilization, income and expense. Examples included using fax software and e-mail to disseminate meeting planner surveys and a database to aggregate survey results. DPC is also experienced with economic impact analysis.

In conjunction with hotel research, Mr. Parker developed the system through which occupancy data was collected from individual hotels and reported in aggregate on a monthly basis, known as *Trends in the Hotel Industry*. In addition, Mr. Parker developed a database based on Hotel Occupancy Tax receipts collected by the State of Texas in order to develop a census of hotel performance for various market areas.

Mr. Parker has directed a variety of projects, a summary of which are listed in **Exhibit B** in the Addendum.

We would be pleased to hear from you if we may be of further assistance in the interpretation and application of our findings and conclusions. We express our appreciation to you and your associates for the cooperation extended to us during the course of this assignment.

Sincerely,



David Parker
DP Consulting

Addendum

Competitive Set Table – Exhibit A
Projects Completed by David Parker – Exhibit B



Site Photographs



OMNI[®] HOTELS & RESORTS

park west | dallas

August 3, 2016

Farmers Branch City Hall
13000 William Dodson Pkwy
Farmers Branch, TX

To The Farmers Branch City Council:

I greatly appreciate the opportunity to provide our feedback relative to the proposed limited service hotel development adjacent to the Omni Hotel at Park West located on the southwest corner of I-635. Firstly, it is an honor to have our hotel located in the city of Farmers Branch. I feel we are the premier hotel in the market and we have always enjoyed an outstanding partnership for 27 years with the City of Farmers Branch. Omni Hotels & Resorts has rated #1 in service and guest experience 7 times in terms of J.D. Power customer satisfaction. The Omni Hotel at Park West is currently in the top 10 of Trip Advisor ratings out of 200 hotels rated in the Dallas market.

I understand the zoning/planning committee is considering the rezoning of case # 16-SU-15 of this property to a Hampton Inn on the land adjunct to the Omni Hotel at Park West. This land is currently zoned PD-81. The final approval will be reviewed at the City Council. Respectfully, let me state in absolutely clear terms that the Omni Dallas Hotel at Park West "DOES NOT" support this development of land in terms of an additional "Limited Service Hotel" and urge the Farmers Branch City Council to vote "NO" on this proposal. My rationale is as follows:

- The City of Farmers Branch is already saturated with "Limited Service" hotel offerings and this saturation drives the average rate lower in the market
- The addition of an increased number of "Limited Service" hotels will further dilute the average rate for the market and lower the tax revenues for the City of Farmers Branch. Apparently there has already been approval for a "Limited Service" hotel in the area to be developed on the northwest side of I-635 which will be Best Western Hotel.
- If a "Limited Service" hotel was developed adjacent to the Omni Hotel at Park West then it is highly likely that meeting and convention attendees will book at a lower rate at the "Limited Service" hotel and simply walk next door to the Omni. This economic environment would likely force the Omni Hotel at Park West to lower our rates in order to compete with the "Limited Service" Hotel. Ultimately this will lower the tax revenue for the City of Farmers Branch.

Kindly contact me if you have any questions or require further dialogue.

Thank you for allowing me the opportunity to provide this feedback accordingly.

Sincerely,



General Manager
Omni Dallas Hotel at Park West

Cc: John Land
Cc: Gayla Guyse

Omni Dallas Hotel at Park West
1590 LBJ Freeway Dallas, TX 75234
972-869-4300 972-869-3295 fax
omnihotels.com



Alexis Massaro Jackson

From: Charles Leddy <Charles@Presidian.com>
Sent: Friday, August 05, 2016 5:01 PM
To: Alexis Massaro Jackson
Cc: Drake Leddy; Sergio Cardenas; david.michel2@hilton.com; Jeanette Mosley
Subject: Feedback on the Proposed Hampton Inn Hotel on 1570 Mira Vista Boulevard

Importance: High

Alexis,

Thank you for your time earlier today. As we discussed, my company owns and manages the DoubleTree Farmers Branch hotel on Luna Road. We very much appreciate this opportunity to provide our feedback on the proposed Hampton Inn hotel on 1570 Mira Vista Boulevard. We strongly oppose the development of the land for a limited service hotel for the following reasons:

- 1) The market feasibility study from DP Consulting has a number of significant errors that result in an inaccurate reflection of the hotel room supply imbalance that an additional limited service hotel will create in the subject market. Specifically:
 - a. The market feasibility study excludes 113 rooms from the Hampton Inn Dallas – North that will convert to a Quality Inn. Those 113 hotel rooms will still be supply in the subject market.
 - b. The market feasibility study excludes a 160 room Four Points that will open in September of 2016 in the subject market.
 - c. When you include the above referenced Quality Inn and Four Points room supply, the DP Consulting market occupancy forecast (see page 11 of the feasibility study) would show a supply of 638,385 annual rooms in 2018, translating to market occupancy of 57.8%. No hotels in the market will be profitable at 57.8% occupancy.
- 2) We believe it is critical to the health of the Farmers Branch hospitality market to not increase room supply at rate that could create a supply/demand imbalance to the detriment of all hotels. With the Holiday Inn Express, Candlewood Suites, Best Western and Four Points all coming into market over the next two years, adding another limited service hotel to the supply base will put the health of the entire market at risk.

Thank you for your consideration. Please feel free to contact me if you have any questions.

With best regards,
Charles

CHARLES LEDDY | Chief Executive Officer

PRESIDIAN HOTELS & RESORTS

9000 Tesoro Drive, Suite 300, San Antonio, Texas 78217

tel: 210.646.8811 ext: 230 | fax: 210.646.8814 | email: charles@presidian.com

Better **Management** • Better **Development** • Better **Consulting** • Better **Hospitality**

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**FARMERS
BRANCH**

**CITY OF FARMERS BRANCH
NOTICE OF PUBLIC HEARING**

ZONING CASE NO. 16-SU-15

The City of Farmers Branch has received a request from **Darsit Bhakta / Hampton Inn** for a Specific Use Permit and an associated Site Plan for a hotel located at 1 Mira Vista Boulevard. The associated Site Plan will include several Special Exceptions. The site is located within the Planned Development No. 81 (PD-81) zoning district (see map on back).

The Planning and Zoning Commission will hold a public hearing to consider this request on **Monday, August 8th at 7:00 p.m.** The hearing will take place in the City Council Chambers of City Hall, located at 13000 William Dodson Parkway, City Hall Plaza, Farmers Branch, Texas.

If you have any questions concerning this request, please call Alexis Jackson, AICP, at 972.919.2551.

As a property owner likely to be affected by this request, you are requested to make your views known by attending these hearings. If you cannot attend these hearings, it is requested that you express your views on this request by completing and returning the form below:

Return to: City of Farmers Branch Date: _____
Planning Department
P.O. Box 819010
Farmers Branch, Texas 75381-9010

As a property owner likely to be affected by this request, I (oppose) (favor) the request for the following reasons:

See Attached

Name: Zachery Warren (Wyndham Garden Dallas)
Address: 2645 LBJ Freeway Farmers Branch, TX 75234

FARMERS BRANCH CITY HALL IS WHEEL CHAIR ACCESSIBLE. ACCESS TO THE BUILDING AND SPECIAL PARKING ARE AVAILABLE AT THE MAIN ENTRANCE FACING WILLIAM DODSON PARKWAY. PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO ARE DEAF OR HEARING IMPAIRED AND WHO MAY NEED AUXILIARY AIDS OR SERVICES SUCH AS A SIGN INTERPRETERS FOR PERSONS WHO ARE DEAF OR HEARING IMPAIRED, OR LARGE PRINT ARE REQUESTED TO CONTACT THE CITY SECRETARY'S OFFICE AT 972-919-2503 AT LEAST 72 HOURS PRIOR TO THE MEETING.



**WYNDHAM
GARDEN® HOTELS**

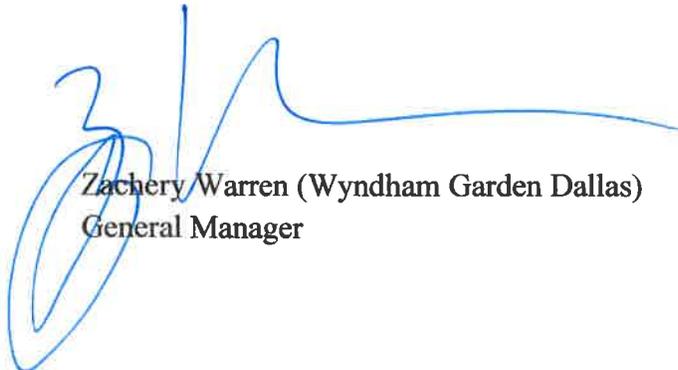
Zachery Warren (Wyndham Garden Dallas)
2645 LBJ Freeway
Dallas, TX 75234
August 8, 2016

Alexis Jackson
City Hall
City Of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, TX 75234

Dear Alexis Jackson:

I am writing to you oppose the request for a Specific Use Permit associated with the property located at 1 Mira Vista boulevard. Our hotel is just now recovering from the hardship of the LBJ project. We are already adding two limited service hotels in the market, and I believe a third would be overkill. Our hotel is trying to raise our average daily rate, which in turn will increase our tax revenue to the city. If we keep increasing the supply in our market, not only can we not continue to increase our rate. But we will have to start decreasing in order to compete. We have gone through a lot of hard times in the last couple of years with all the construction, we are finally recovering. Please do not send us back down that path by approving another limited service hotel.

Sincerely,



Zachery Warren (Wyndham Garden Dallas)
General Manager



City of Farmers Branch

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

Staff Report

File Number: R2016-078

Agenda Date: 9/6/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: I.1

Consider approving Resolution No. 2016-078 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 14223 Coral Harbor Circle; 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 Eugene and Henry Dours are applying for Demo Rebuild Option One. This includes 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), 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. The current improvement value is \$124,630 and the estimated new improvement value is estimated to be at least \$600,000.

ATTACHMENTS:

1. Demo Rebuild Application 14223 Coral Harbor Circle
2. Location Map 14223 Coral Harbor Circle
3. Current Elevation 14223 Coral Harbor Circle
4. Front Elevation of New Home 14223 Coral Harbor Circle
5. Demo Rebuild PPT for 14223 Coral Harbor Circle
6. Resolution for 14223 Coral Harbor Circle

RECOMMENDATION:

Recommended motion by City Administration to approve Resolution No. 2016-078 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of property located at 14223 Coral Harbour Circle

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution 2016-078

2. I move to approve Resolution 2016-078 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. ¹

Section A: Applicant Information

Applicant's Full Name		
Eugene Henry Dours IV		
Spouse or Co-Owner		
Melissa Marie Dours		
Current Mailing Address		
11211 Rosser Rd		
Dallas TX 75229		
City	State	Zip Code
[REDACTED]	[REDACTED]	[REDACTED]
Phone	Cell	Fax
[REDACTED]	[REDACTED]	[REDACTED]
E-mail ² [REDACTED]		

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

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

Section B: New Home Information

14223 Coral Harbour Circle

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

Farmers Branch TX 75234

City State Zip Code

\$600,000

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

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

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

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

Allison.cook@farmersbranchtx.gov

Madison.clark@farmersbranchtx.gov

Section C: Incentive Selection

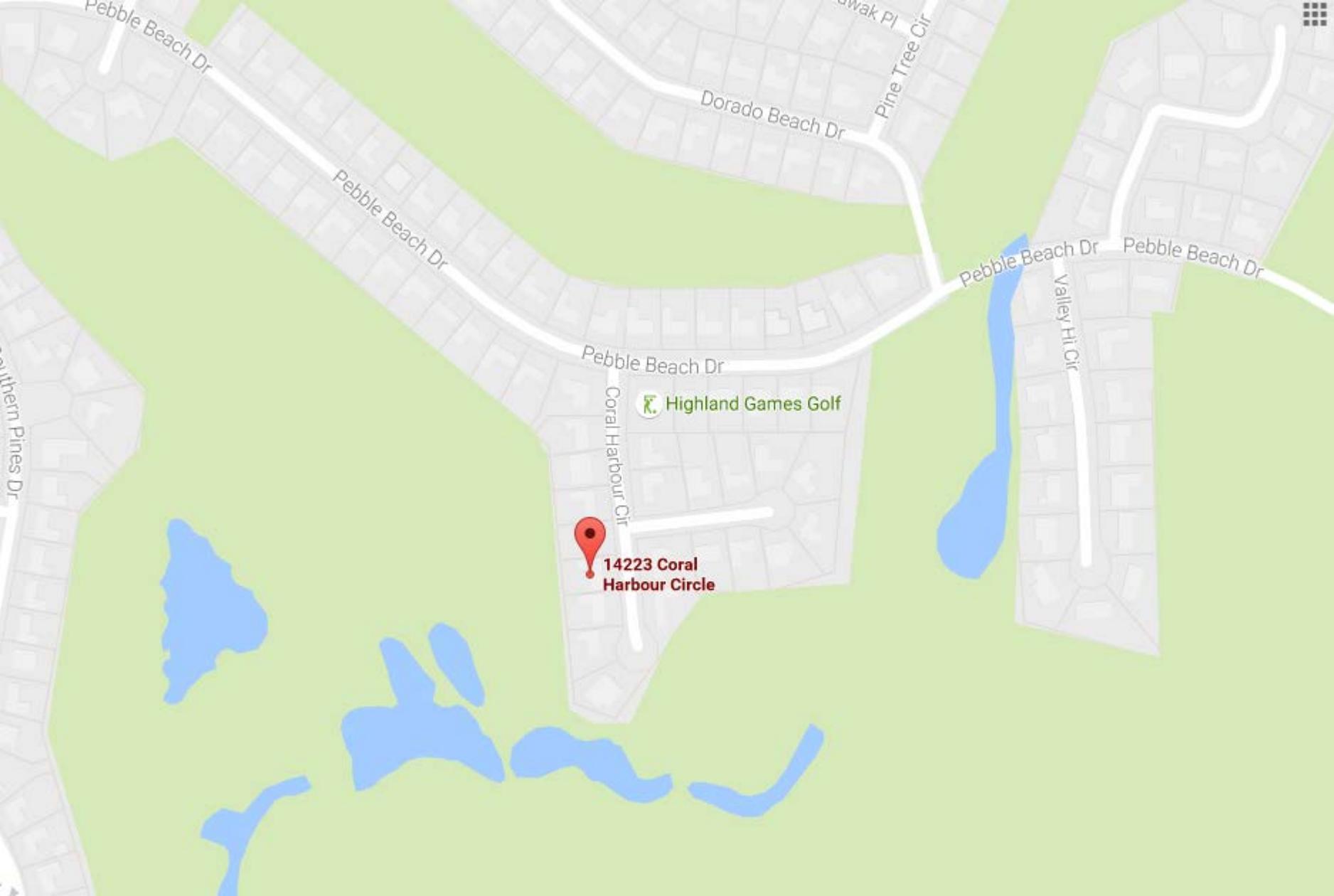
I am applying for the following incentive:

Residential Demolition/Rebuild Incentive Program (Check One):

Program Option 1: An incentive that is based on the increase over the course of seven (7) years in the City property taxes paid on the difference between the original home appraised value (excluding the land value) prior to demolition and the value of the newly constructed home (excluding the land value), as determined by the Dallas County Appraisal District. This option also includes a reimbursement of up to \$5000.00 of the cost of demolition of the original home following completion of demolition. Demolition of the original home and completion of construction and occupancy of the new home must be within 24 months of the effective date of the incentive agreement signed with the City.

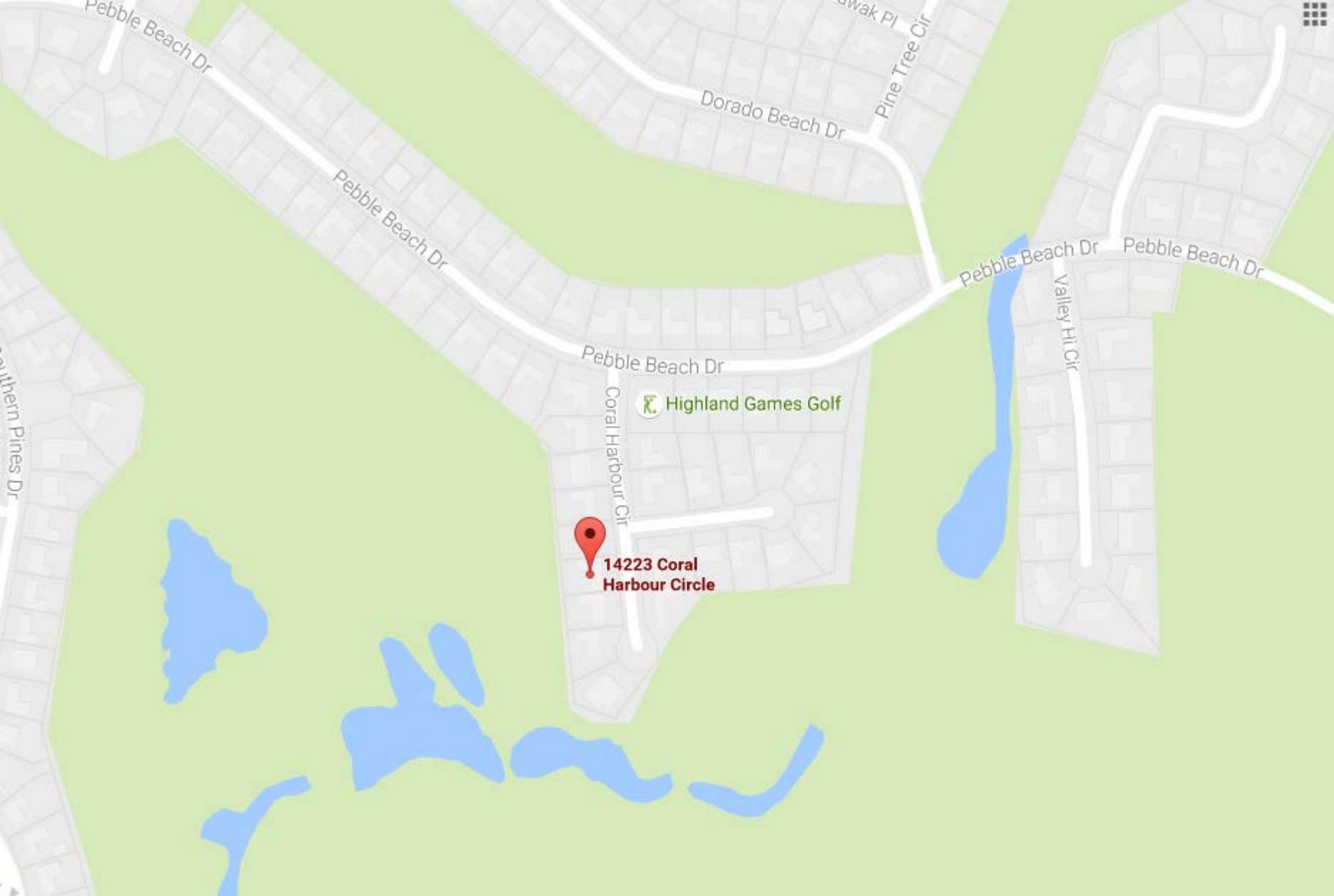
Program Option 2: An incentive equal to 10 times the amount of the increase in the City property taxes paid on the difference between the original home appraised value (excluding the land value) prior to demolition and the value of the newly constructed home (excluding the land value), as determined by the Dallas County Appraisal District for the year following completion of construction. If requested, the City will pay up to one-half of the estimated incentive at the time the owner closes on the permanent financing of the new home following completion of construction based on the valuation set forth in the application for building permit submitted to the City prior to construction. This option does not include reimbursement for demolition costs. Demolition of the original home and

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



**14223 Coral
Harbour Circle**

 Highland Games Golf





WALL MATERIALS - STONE & STUCCO
ALTERNATE - BRICK & STUCCO



DOURS RESIDENCE

FRONT ELEVATION $\frac{1}{8}'' = 1'-0''$

CUSTOM MAHOGANY
DOOR BY DAVID EMERY
ALLOW \$3000 FOR DOOR OCT 7-26-12

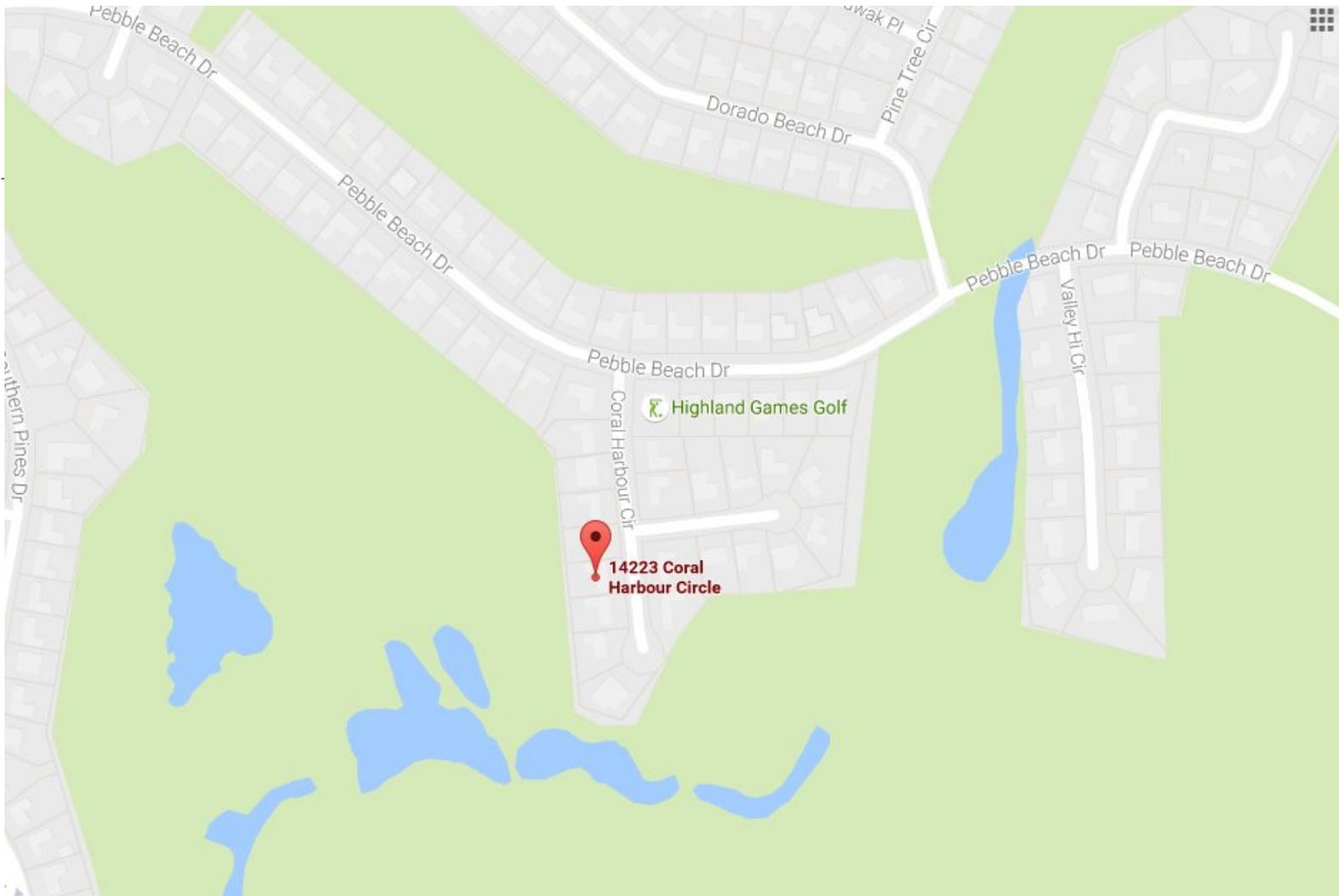
Demo Rebuild

14223 CORAL HARBOUR CIRCLE

EUGENE & MELISSA DOURS



FARMERS
BRANCH



FRONT ELEVATION



DOURS RESIDENCE

FRONT ELEVATION $\frac{1}{8}'' = 1'-0''$

CUSTOM MAHOGANY
DOOR BY DAVID EMERY
ALLOW \$3000 FOR DOOR AND 7-26-18



CURRENT
IMPROVEMENT
VALUE:

\$124,630
1,707 SF

ESTIMATED NEW
IMPROVEMENT
VALUE:

\$600,000
3,838 SF

LAND VALUE:

\$120,000

Summary

The Dours Chose Demo Rebuild Option 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.



RESOLUTION NO. 2016-078

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 14223 CORAL HARBOUR CIRCLE; 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 14223 Coral Harbour Circle has made application for the Incentive Program; and

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

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

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

SECTION 1. The City Manager is hereby authorized to execute on behalf of the City of Farmers Branch a Residential Demolition/Rebuild Program Incentive Agreement with Gene H. Dours and wife, Melissa M. Dours, with respect to property generally known as 14223 Coral Harbour Circle, 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 6TH DAY OF SEPTEMBER, 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/22/16:78406)

Resolution No. 2016-078
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 Gene H. Dours (aka Eugene Henry Dours, IV) and wife, Melissa M. Dours (collectively the "Property Owner"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

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

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

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

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

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

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

WHEREAS, the Property Owner is the owner of a one-family detached residential dwelling located at 14223 Coral Harbour Circle, Farmers Branch, Texas 75234 (hereinafter defined as the "Residence"); and

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

Resolution No. 2016-078

Exhibit "A"

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

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

**Article I
Term**

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

**Article II
Definitions**

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

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

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

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

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

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

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

Resolution No. 2016-078

Exhibit "A"

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

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

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

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

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

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

Lot 19, Block H, Brookhaven Hills West, Second Section, an Addition to the City of Farmers Branch, Dallas County, Texas, according to the plat thereof recorded in Volume 600, Page 00001, Map Records of Dallas County, Texas.

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

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

Resolution No. 2016-078
Exhibit "A"

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

“Property Owner” shall mean the owner of the Residence.

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

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

“Taxable Value” shall mean the appraised value of the Residence or the New Residence, as the case may be, as certified by the Dallas Central Appraisal District, or its successor entity, as of January 1 of a given year. The Parties agree that, as of the Effective Date, the Taxable Value of the Residence is \$124,630.00.

Article III
Economic Development Incentive

3.1 Payment. Subject to the Property Owner’s continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owner to repay the Annual Incentives pursuant to Section 5.2 hereof, the City agrees to provide the Annual Incentives to the Property Owner to be paid within thirty (30) days after City receipt of the applicable Payment Request following April 1 of each calendar year, beginning April 1, of the calendar year immediately following the Commencement Date, provided the City has timely received the ad valorem taxes assessed against the Land and the New Residence in full for the respective tax year. The Property Owner shall submit a Payment Request to the City on or before April 1 of each calendar year for the applicable Annual Incentive. For example, assume for illustration purposes only that a Project was approved by the City in 2016 making 2016 the Base Year and further assume that the City taxes assessed and paid for the Residence (improvements excluding the Land) for 2016 was \$1,000 and that the Approved Project was completed June 1, 2017, then the Commencement Date would be June 1, 2017. Further assume that the City taxes assessed and paid for tax years 2018 is \$2,000. Then the first Annual Incentive would be for the difference in the City taxes assessed the New Residence for tax year 2018 in the amount of \$2,000 and the amount of City taxes assessed for the Base Year (2016) of \$1,000 resulting in an Incentive of \$1,000 that would be paid within thirty (30) days after City receipt of the applicable Payment Request following April 1, 2019 provided the Property Owner submitted a Payment Request on or before April 1, 2019 which included a tax receipt showing that the ad valorem taxes assessed against the Land and the New Residence for tax year 2018 have been paid in full.

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

Resolution No. 2016-078
Exhibit "A"

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

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

Article IV
Incentive Conditions

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

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

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

Article V
Termination

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

Resolution No. 2016-078

Exhibit "A"

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

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

**Article VI
Miscellaneous**

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

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

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

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

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

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

Resolution No. 2016-078
Exhibit "A"

If intended for Property Owner, to:

On the Effective Date:

Gene H. Dours
11211 Rosser Road
Dallas, Texas 75229

After Completion of Construction:

Gene H. Dours
14223 Coral Harbour Circle
Farmers Branch, Texas 75234

If intended for City, to:

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

With a copy to:

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

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

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

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

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

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

Resolution No. 2016-078
Exhibit "A"

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

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

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

6.15 Future Incentives. The Property Owner agrees that the residence at 14223 Coral Harbour Circle, Farmers Branch, Texas 75234, will not be eligible for any other or further residential or other incentive offer now or hereafter by the City.

[Signature Page to Follow]

**Resolution No. 2016-078
Exhibit "A"**

EXECUTED on this _____ day of _____, 2016.

City of Farmers Branch, Texas

By: _____
Charles S. Cox, City Manager

Attest:

By: _____
Amy Piukana, City Secretary

Approved As To Form:

By: *Peter G. Smith*
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2016.

Property Owner

By: _____
Gene H. Dours

By: _____
Melissa M. Dours



City of Farmers Branch

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

Staff Report

File Number: 16-228

Agenda Date: 9/6/2016

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 551.074 of the Texas Government Code to deliberate regarding:

- *Annual Evaluation of the Municipal Court Judge*

City Council may convene into executive session pursuant to Texas Government Code Section 551.076 deliberation regarding security devices:

- *Briefing by Andrews International regarding building security review and recommendations for implementation of security measures.*

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

- *Deliberate regarding the purchase, exchange, lease, or sale, or value of real properties located at 4515 LBJ Freeway and 1285 Wilmington Drive.*

Council may convene into a closed executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code:

- *Consult with and seek confidential legal advice from the City Attorney regarding the City's rights and obligations under that certain Restriction Agreement between the City and Mustang Station, Ltd. dated November 25, 2014, and to deliberate the purchase and value of real property described as Lot 2, Block A of Mustang Station Lots 1 & 2, Block A, an addition to the City of Farmers Branch, Dallas County, Texas.*
- *Consult with the City Attorney regarding contemplated and pending litigation styled City of Lewisville v. City of Farmers Branch, et. al., Case No. 4:12-cv-00782-RAS-DDB, U.S. Dist Court (E.D. Texas - Sherman Division) and administrative proceedings relating to the City's application for Municipal Solid Waste Permit No. 1312B pending before the Texas Commission on Environmental Quality.*

Farmers Branch City Charter

Sec. 2.12. City Judge.

The Council shall appoint a magistrate of the Municipal Court to be known as the City Judge to serve a term of one (1) year. The City Judge may be removed by the Council at any time for incompetence, misconduct, malfeasance, and nonfeasance, or disability. The City Judge shall receive such salary as may be fixed by the Council from time to time. The Council may appoint such alternate city judges as it may deem necessary from time to time, prescribe their compensation, and designate the order of priority to act in place of the City Judge in the event of the City Judge's unavailability, disability, or failure to act for any reason. Any person or persons so appointed to act as City Judge or alternate City Judge shall be an attorney at law who is duly licensed to practice law in the State of Texas and whose license is currently in good standing. All costs and fines imposed by the Municipal Court shall be paid into the City Treasury for the use and benefit of the City. In the event the municipal court is converted to a court of record, all aspects of the Court, including the selection and tenure of the judge, shall be consistent with the existing statute.

Texas Government Code

§ 30.00006. JUDGE.

- (a) A municipal court of record is presided over by one or more municipal judges.
- (b) The governing body shall by ordinance appoint its municipal judges.
- (c) A municipal judge must:
 - (1) be a resident of this state;
 - (2) be a citizen of the United States;
 - (3) be a licensed attorney in good standing; and
 - (4) have two or more years of experience in the practice of law in this state.
- (d) The governing body shall provide by ordinance for the term of office of its municipal judges. The term must be for a definite term of two or four years.
- (e) The municipal judge shall take judicial notice of state law and the ordinances and corporate limits of the municipality. The judge may grant writs of mandamus, attachment, and other writs necessary to the enforcement of the jurisdiction of the court and may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the court. A municipal judge is a magistrate and may issue administrative search warrants.
- (f) The municipal judges within a municipality may exchange benches and act for each other in any proceeding pending in the courts. An act performed by any of the judges is binding on all parties to the proceeding.
- (g) A person may not serve as a municipal judge if the person is employed by the same municipality. A municipal judge who accepts employment with the municipality vacates the judicial office.
- (h) The governing body shall determine the salary of a municipal judge. The amount of a judge's salary may not be diminished during the judge's term of office. The salary may not be based directly or indirectly on fines, fees, or costs collected by the court.



City of Farmers Branch

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

Meeting Agenda - Final

City Council

Tuesday, September 6, 2016

6:00 PM

Council Chambers

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

A. STUDY SESSION

- A.1 [16-230](#) Discuss regular City Council meeting agenda items.
- A.2 [16-220](#) Receive a presentation from PYRO Brand Development on the creative vision for the City's Destination Marketing campaign.
- A.3 [16-234](#) Receive an update regarding the Mandatory Crime Reduction Program for Apartment Complexes.
- A.4 [TMP-1796](#) Discuss the City Manager's balanced budget and organizational funding requests related to the adoption of the Farmers Branch 2016-17 fiscal year budget.
- A.5 [16-231](#) Discuss agenda items for future City Council meetings.

B. INVOCATION & PLEDGE OF ALLEGIANCE

C. CEREMONIAL ITEMS

- C.1 [16-238](#) Presentation of the Employer Support Freedom Award 2016 by Mayor Phelps, on behalf of Employer Support of the Guard and Reserve, a program of the Department of Defense, to the City of Farmers Branch Police Department.

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** [16-229](#) **Consider approving minutes of the special called City Council meeting held on August 9, 2016 and the regular meeting held on August 16, 2016; and take appropriate action.**
- G.2** [16-232](#) **Consider excusing the absence of Deputy Mayor Pro Tem Ana Reyes from the August 16, 2016 City Council meeting; and take appropriate action.**
- G.3** [R2016-074](#) **Consider approving Resolution No. 2016-074 adopting the City's amended Investment Policy; and take appropriate action.**
- G.4** [R2016-076](#) **Consider approving Resolution No. 2016-076 to amend a site plan located at 13800 Diplomat Drive; and take appropriate action.**
- G.5** [R2016-077](#) **Consider approving Resolution No. 2016-077 authorizing the City Manager to approve the purchase of four replacement utility body trucks for Parks and Recreation Department and Public Works Department in an amount not to exceed \$187,482 from Silsbee Ford through the Buy Board Cooperative purchase agreement; and take appropriate action.**
- G.6** [R2016-079](#) **Consider approving Resolution No. 2016-079 authorizing the purchase of replacement office furniture for Community Services Department from Wilson Office Interiors through the State of Texas Multiple Award Schedule; and take appropriate action.**
- G.7** [R2016-080](#) **Consider approving Resolution No. 2016-080 allowing a "Temporary Carnival" per Ordinance No. 1770 for the Mary Immaculate Catholic Church Annual Parish Fall Festival, located at 2800 Valwood Parkway, to be held on September 30, 2016 and October 1, 2016; and take appropriate action.**

- G.8 [R2016-081](#) Consider approving Resolution No. 2016-081 authorizing the purchase of audio equipment and implementation services for City Council Chambers in an amount not to exceed \$64,000 from Lantek Audio, Video & Communications, utilizing The Cooperative Purchasing Network (TCPN) contract pricing for audio equipment and supplies; and take appropriate action.
- G.9 [R2016-082](#) Consider adoption of Resolution No. 2016-082 awarding the bid for the Christmas lighting and animation installation, programming, maintenance and removal to Kevin Schaded Lighting in the amount of \$96,000 and take appropriate action.
- G.10 [ORD-3385](#) Consider adopting Ordinance No. 3385 appointing a Municipal Court Judge and Alternate Municipal Court Judge(s), establishing an annual salary; and take appropriate action.

H. PUBLIC HEARINGS

- H.1 [ORD-3377](#) Conduct a public hearing and consider adopting Ordinance No. 3377 amending Planned Development District 90 (PD-90) for Tract 3 and adopting a Conceptual Site Plan for the property located at 4100 and 4141 Blue Lake Circle and 4020, 4040 and 4100 McEwen Drive; and take appropriate action. (*Applicant has requested postponement to the September 20, 2016 City Council meeting.*)
- H.2 [TMP-1795](#) Conduct a public hearing and consider adopting a maximum property tax rate of 60.56-cent on September 20, 2016; and take appropriate action.
- H.3 [16-227](#) Conduct a public hearing on the proposed 2016-2017 Operating and Capital Improvement Program Budget in accordance with Article IV of the City Charter; and take appropriate action.
- H.4 [ORD-3389](#) Conduct a public hearing and consider adopting Ordinance No. 3389 granting a Specific Use Permit to allow a Hotel to be located at 1 Mira Vista Boulevard; and take appropriate action.

I. REGULAR AGENDA ITEMS

- I.1 [R2016-078](#) Consider approving Resolution No. 2016-078 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 14223 Coral Harbor Circle; 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 [16-228](#) Council may convene into a closed executive session pursuant to Section 551.074 of the Texas Government Code to deliberate regarding:

- *Annual Evaluation of the Municipal Court Judge*

City Council may convene into executive session pursuant to Texas Government Code Section 551.076 deliberation regarding security devices:

- *Briefing by Andrews International regarding building security review and recommendations for implementation of security measures.*

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

- *Deliberate regarding the purchase, exchange, lease, or sale, or value of real properties located at 4515 LBJ Freeway and 1285 Wilmington Drive.*

Council may convene into a closed executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code:

- *Consult with and seek confidential legal advice from the City Attorney regarding the City's rights and obligations under that certain Restriction Agreement between the City and Mustang Station, Ltd. dated November 25, 2014, and to deliberate the purchase and value of real property described as Lot 2, Block A of Mustang Station Lots 1 & 2, Block A, an addition to the City of Farmers Branch, Dallas County, Texas.*
- *Consult with the City Attorney regarding contemplated and pending litigation styled City of Lewisville v. City of Farmers Branch, et. al., Case No. 4:12-cv-00782-RAS-DDB, U.S. Dist Court (E.D. Texas - Sherman Division) and administrative proceedings relating to the City's application for Municipal Solid Waste Permit No. 1312B pending before the Texas Commission on Environmental Quality.*

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 at least 72 hours prior to the scheduled meeting time, in accordance with the Open Meetings Act, on the bulletin board at City Hall.

Posted by: _____
City Secretary

Date posted: _____



City of Farmers Branch

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

Staff Report

File Number: 16-230

Agenda Date: 9/6/2016

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: 16-220

Agenda Date: 9/6/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.2

Receive a presentation from PYRO Brand Development on the creative vision for the City's Destination Marketing campaign.

BACKGROUND:

In April 2016 City Council approved a professional services agreement to work with PYRO Brand Development to study, define, and enhance the City's brand, create a new promotional/tourism website, and develop a strategic marketing plan to promote Farmers Branch as a place to visit, live and do business, and generally elevate the City's reputation as a first class community.

During the research phase PYRO interviewed City Council, community stakeholders, and City staff, and surveyed a sample of Farmers Branch residents to get a full picture of the City and what it has to offer. Armed with this research, Pyro hosted 2 full day workshops with members of City staff who as a part of their position are responsible for promoting the City in some fashion. The result of these workshops was a Brand Promise that describes the personality of Farmers Branch and secondly, big and small ideas of ways we can activate that Brand Promise.

The Brand Promise was presented to City Council at the June 21 Study Session. Since that meeting PYRO has been developing a creative concept to illustrate the City's Brand Promise and promote the target areas of Tourism, Destination Events, Residential Relocation, and Business Development.

DISCUSSION:

The campaign being presented is still in a conceptual phase. At this point in the process, it is critical to get input and feedback from City Council to ensure this creative concept and, ultimately, marketing initiative meets the vision of City Council.

The purpose of the creative concept being presented is to promote Farmers Branch to people outside of the City with paid advertising and promotions. This campaign is aimed at people ages 25-45 locally and regionally that may not be aware of the variety of things Farmers Branch has to offer. Whether it's someone looking for family friendly entertainment, natural surroundings, a great wedding venue, or someone interested in relocating their family or business, this campaign would be aimed at them.

ATTACHMENTS:

1. PYRO Presentation

FARMERS BRANCH

Marketing Campaign

City Council Study Session | September 6, 2016

PURPOSE

WHAT IS OUR PURPOSE?

- Develop a strategic marketing plan to promote Farmers Branch as a place to visit, live and do business
- Create a new promotional/tourism website
- Elevate the City's reputation as a first class community

THE FOCUS

- Tourism, Destination Events, Residential Relocation, Business Development, City Image

THE TARGET

- People ages 25-45 unaware of what the City has to offer
- People outside Farmers Branch (Locally & Regionally)

BACKGROUND

APRIL 19

- Began working with PYRO Brand Development

APRIL – JUNE

- Interviews with City Council, Staff and community stakeholders
- Surveyed 624 residents
- Conducted 2 full day workshops with Staff to develop a Brand Promise

JUNE 21

- Presented the Brand Promise to Council

JULY – AUGUST

- Creative concept development to fit the brand promise

TODAY

- Input and feedback from City Council to ensure this creative concept and, ultimately, marketing initiative meets the vision of City Council

City of Farmers Branch 2017 Campaign Direction





PROJECT GOALS

1. Reimage the City to maximize growth in residential development, commercial development, and tourism.
2. Develop the optimal strategies to unify the marketing communications.





COFB BRAND PROMISE – BORN 06.01.16





CAMPAIGN IDEA: FARMERS BRANCH & MORE

Farmers Branch has endless potential as a great place to live, work, and play.

We capture this through an endless stream of ways it lives up to this via a simple visual icon — an ampersand.



REPRESENTATION OF THE CAMPAIGN LOCKUP/ICON



CAMPAIGN ICON WILL LOOK CLOSER TO THIS



GIGGLE,
ENCHANT,
LIVE.





TRAVEL/TOURISM



BUSINESS DEVELOPMENT



RESIDENTIAL



HOW WE BRING THE CAMPAIGN TO LIFE

Our campaign is brought to life by immersing the “&” icon into any/all social, cultural, and business communications.

“&” represents endless opportunities that can be found in the City of Farmers Branch.





FOR EXAMPLE...

Life-sized and portable “&” icons to take selfies with

The “&” icon can be taken to events to reinforce endless things to do – on stage at the Bluegrass Festival, at the Chili Cook-off, etc.





FOR EXAMPLE...

Giant “&” sculpture in the center of the city that becomes a known landmark

“&” stands for inclusion of people of all walks of life as it is all-inclusive





City of Farmers Branch

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

Staff Report

File Number: 16-234

Agenda Date: 9/6/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.3

Receive an update regarding the Mandatory Crime Reduction Program for Apartment Complexes.

BACKGROUND:

Mayor Pro Tem Harold Froehlich has requested this item be placed on the agenda.

Acting Police Chief David Hale will present an update on the Mandatory Crime Reduction Program.

Mandatory Crime Reduction Program For Apartments



**FARMERS
BRANCH**

Farmers Branch Police

City Ordinance 3038

- Adopted August 11, 2009
- It Created the Mandatory Crime Reduction Program For Designated Apartments.
- Based on Crime Data for All Apartment Communities in the City.



**FARMERS
BRANCH**

Mandatory Crime Reduction Program

Purpose- To protect the health, safety, morals and welfare of the occupants of apartment complexes and other citizens through establishment of a mandatory crime reduction program .

- Crime Index- Total crime per 100 units.
- Crime Risk/Safety Threshold- Fifty percent above the average crime index of all apartment complexes in the city.



**FARMERS
BRANCH**

Mandatory Crime Reduction Program

- Required of complexes that exceed crime risk/safety threshold.
 - Crime Free Lease Addendum.
 - Hold quarterly crime watch meetings.
 - Conduct criminal background checks on residents.
 - Conduct credit checks on residents.
 - Mandatory Inspection by police department
 - \$500 fee assessed.



**FARMERS
BRANCH**

AT DISCRETION OF CHIEF MAY REQUIRE(DEPENDING ON CIRCUMSTANCES):

- On site security
- Additional lighting
- Landscaping (CPTED)
- Locked common areas
- Key control plan
- Fencing
- Pay Phones (incoming calls blocked or removed).



**FARMERS
BRANCH**

- Once required, a complex must be in the program a minimum of six months.
- Complex is to be inspected twice, first inspection to develop crime reduction plan. Second inspection to insure compliance with the ordinance.
- Appeal from designation is to City Council.



**FARMERS
BRANCH**

Year One of MCRPA

- 2008-2009 Crime Statistics
 - Threshold 21.6 crimes per 100 units
 - Four Complexes placed into the program
 - Villa Marquis- 31.7 crimes per 100 units
 - Ventana -26.4 crimes per 100 units
 - London Square-24.8 crimes per 100 units
 - Courtyards of Valley View- 22.1 crimes per 100 units



**FARMERS
BRANCH**

Year Two 2010-2011

- Threshold reduced to 16.8 crimes per 100 units
- Two Complexes in the Program
 - Villa Gardens (formerly Villa Marquis) -33.8
 - London Square -22.9



**FARMERS
BRANCH**

Year Three 2011-2012

- Threshold was reduced to 13.7 crimes per 100 units.
- Four complexes in the program:
 - Courtyard of Valley View (27.4)
 - Ventana (24.5)
 - Villa Gardens (17.6)
 - London Square (18.1)

Year Four 2012-2013

- Threshold was 20.5 crimes per 100 units.
 - Havenhurst Apartments (68.4)
 - Courtyards of Valley View (29.5)
 - London Square (21.9)
 - Ventana at Valwood (20.8)

Year Five 2013-14

- Threshold was 12.8 crimes per 100 units
- Villa Gardens (23.2)
- Ventana at Valwood (22.3)
- Courtyards at Valley View (14.7)
- Villa Creek (18.8)

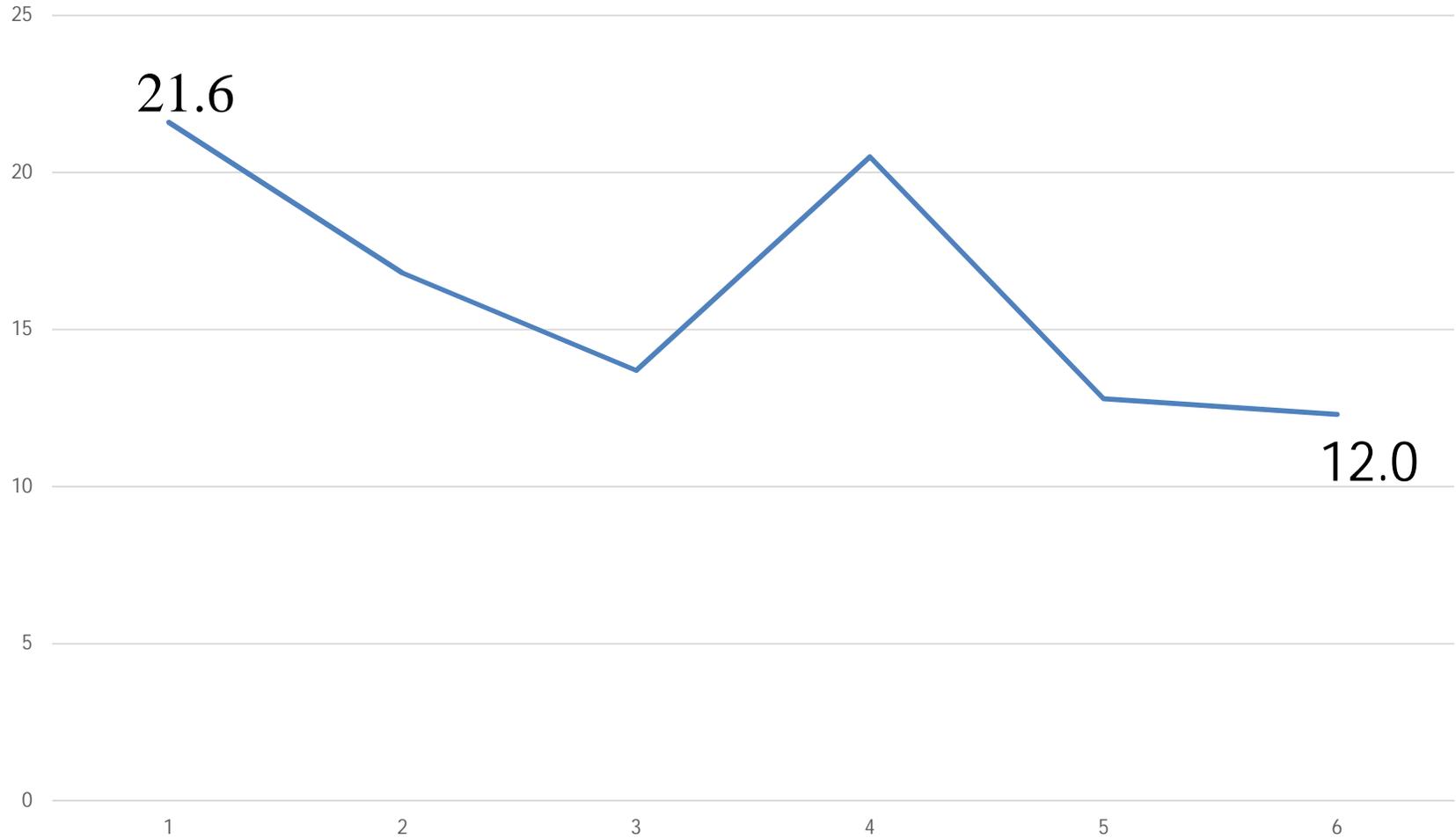
Year Six 2014-15

- Threshold 12.3 crimes per 100 units.
- Ventana at Valwood (21.1)
- London Square (19)
- Villa Gardens (18.3)
- Villa Creek & London Villa (15.6)

Year Seven 2015-16

- Threshold 12.0 crimes per 100 units
- Villa Gardens (21.8)
- Ventana at Valwood (19.6) (Removed at mid-year)
- Villa Creek (13.8)

Crime Threshold from Inception



Questions?



**FARMERS
BRANCH**



City of Farmers Branch

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

Staff Report

File Number: TMP-1796

Agenda Date: 9/6/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Procedural Item

Agenda Number: A.4

Discuss the City Manager's balanced budget and organizational funding requests related to the adoption of the Farmers Branch 2016-17 fiscal year budget.

DISCUSSION:

City Administration will be present to answer questions related to the City Manager's balanced budget and organizational funding requests in the proposed Farmers Branch 2016-17 fiscal year budget.



City of Farmers Branch

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

Staff Report

File Number: 16-231

Agenda Date: 9/6/2016

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: 16-238

Agenda Date: 9/6/2016

Version: 1

Status: Ceremonial

In Control: City Council

File Type: Report

Agenda Number: C.1

Presentation of the Employer Support Freedom Award 2016 by Mayor Phelps, on behalf of Employer Support of the Guard and Reserve, a program of the Department of Defense, to the City of Farmers Branch Police Department.

The Texas Committee for Employer Support of the Guard and Reserve congratulates you and your organization on receiving the 2016 Secretary of Defense Employer Support Freedom Award. It is indeed a prestigious honor to be among 2,424 employers nominated nationwide this year, especially considering all nominations were submitted by one or more of your employees serving in the Guard or Reserve. I am proud to convey this award to the Farmers Branch Police Department with great appreciation for the outstanding support you provide to your employees who serve this great nation.

*Secretary of
Defense*

EMPLOYER SUPPORT
Freedom
AWARD
2016 Nominee



EMPLOYER SUPPORT OF THE GUARD AND RESERVE
★ ★ ★ **HONORS** ★ ★ ★

Farmers Branch Police Department

IN RECOGNITION OF EXEMPLARY SUPPORT OF NATIONAL GUARD AND RESERVE MEMBER EMPLOYEES

A handwritten signature in black ink, appearing to read "M Alex Baird".

Mr. M Alex Baird
Principal Deputy
Family and Employer Programs and Policy



A handwritten signature in black ink, appearing to read "Paul E. Mock".

Mr. Paul E. Mock
National Chair
Employer Support of the Guard and Reserve



City of Farmers Branch

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

Staff Report

File Number: 16-229

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Report

Agenda Number: G.1

Consider approving minutes of the special called City Council meeting held on August 9, 2016 and the regular meeting held on August 16, 2016; and take appropriate action.



City of Farmers Branch

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

Meeting Agenda - Final

City Council

Tuesday, August 9, 2016

1:00 PM

Study Session Room
2nd Floor - City Hall

Special Called Meeting

- Presiding:** 1 - Mayor Bob Phelps
- Present:** 5 - Mayor Pro Tem Harold Froehlich, Council Member John Norwood, Council Member Terry Lynne, Deputy Mayor Pro Tem Ana Reyes, Council Member Mike Bomgardner
- Staff:** - Charles Cox City Manager, John Land Deputy City Manager, Pete Smith City Attorney, Sid Fuller Police Chief, David Hale Deputy Police Chief, Sergeant Mike Hairston, Jeff Turley Detective, Jim Richardson, Kristofor Garrett Crime Prevention Coordinator, Angel Carrillo Police Officer, Richard Willborn Detective, David Barnett Detective, Erik Stokes Lieutenant, Kyle Boyce Corporal, Thinh Nguyen Officer, Jeremy Green Detective, Mike Vazquez Detective, LaJeana Thomas Executive Assistant Administration, Allison Cook Economic Development Manager, Stephanie Hall Economic Development Assistant, Andy Gillies Community Services Director, Randy Walhood Public Works Director, Hugh Pender Building Official, Shane Davis Environmental Services and Solid Waste Manager, Steve Parker Fire Chief, Tim Dedear Deputy Fire Chief/Fire Marshal, Brian Beasley Human Resource Director

A. **STUDY SESSION**

Mayor Phelps called the meeting to order at 1:00 p.m. and announced the meeting would be moved downstairs in City Council Chambers to allow more public seating.

A.1 [16-193](#)

Briefing by the City Attorney regarding regulations for the sale and consumption of alcoholic beverages for onsite consumption.

City Attorney Pete Smith provided an update regarding the City's alcohol policy. Mr. Smith provided background information and options for the City Council to consider in lessening the current regulations or enacting new regulations regarding establishments that serve alcoholic beverages for on-site consumption. In particular the City Council expressed interest in allowing "neighborhood bars". Mr. Smith noted this information is only intended to provide background information and City Council may wish to conduct a Work Session meeting at a later time.

Mr. Smith noted in 1972 the City prohibited the sale of alcoholic beverages in all zoning districts except the Light Industrial ("LI") districts (which required an SUP) and Heavy Industrial ("HI") districts (where sales were permitted by right). Presently, there are no HI zoning districts in the City. He further explained, that subsequent to that time period the City has had two local option elections regarding the sale of alcoholic beverages and enacted several ordinance regarding the same.

Mr. Smith noted as a result of the two local option elections approved by the voters of Farmers Branch the City is wet for the retail sale of beer and wine for off premise consumption; and for establishments that sell mixed beverages, beer and wine for on premise consumption. Mr. Smith noted the regulations and ordinances adopted prior to the local option elections restrict and limit the locations of such establishments.

Mr. Smith explained the City conducted a local option election on October 25, 1986, in which voters approved a proposition authorizing mixed beverage sales for on-premises consumption. Mr. Smith explained this approval authorizes the sale of mixed beverages, beer, and wine for on-premises consumption. He further stated the ballot proposition was not limited to sales in restaurants with a food and beverage. He stated this proposition allowed establishments which may be commonly referred to as bars since no food service is required. However, the City, through the Comprehensive Zoning Ordinance ("CZO"), limits the location of the sale of alcoholic beverages for on-premises consumption to "qualifying restaurants" and "private clubs." Mr. Smith noted "Qualifying Restaurant," as defined in CZO Sec. 8-400-1, means "an existing or proposed eating establishment whose gross sale of food and non-alcoholic beverages shall constitute at least 60% of the establishment's combined gross food, non-alcoholic, and alcoholic beverages for each quarterly reporting period". "Restaurant" in CZO Sec 8-400 means a Qualifying Restaurant where the operator is the holder of a mixed beverage permit or a private club permit.

As a general premise, regardless of whether or not the sale of alcoholic beverages has been approved, restaurants without drive-in or drive through windows are allowed by right only in the Local Retail 1 ("LR-1") and Local Retail 2 ("LR-2") districts and upon approval of an SUP in the following zoning districts: Office ("O"), Commercial ("C"), Light Industrial ("LI"), Heavy Industrial ("HI"), and Planned Development ("PD"). A specific use permit for a Qualifying Restaurant (i.e. allowed to serve alcohol) may be issued only in an area zoned: Office ("O"), Local Retail 1 ("LR-1"), Local Retail 2 ("LR-2"); Commercial ("C"), Light Industrial ("LI"), Heavy Industrial ("HI"), Planned Development ("PD"), "any other zoning district where restaurants are a permitted use." Presently,

there are no other zoning districts other than the ones listed above where restaurants are permitted either by right or by SUP. City would need to review specific Planned Development ordinances to determine whether restaurant use is allowed in the particular PD. Mr. Smith noted that a SUP cannot be issued for a Qualifying Restaurant located within 300 feet of a: detached single family residence, single family zoned district, church, school (public or denominational), hospital, or developed city park (which parameters are to be determined by the City Council). He noted measurement of the 300 foot rule is to be in accordance with state law. He further stated the 300 foot rule does not apply to a Planned Development zoning district. Mr. Smith noted the 1986 Local Option Election did not authorize the sale of any alcoholic beverages for off-premises consumption.

Mr. Smith explained voters approved the sale of beer and wine for off-premises consumption in May 2014. Prior to the election, it was clarified that the City had since 1972 prohibited the sale of alcoholic beverages in all zoning districts except the Light Industrial ("LI") districts (which required an SUP) and Heavy Industrial ("HI") districts (where sales were permitted by right). Presently, there is no HI zoning district in the City. Mr. Smith noted subsequent to the May 2014 election, the City Council approved Ordinance No. 3283 establishing several beer and wine overlay districts in which retail establishments may sell beer and wine for off-premises consumption by right. The original restrictions regarding the LI and HI districts were, however, preserved. Though the 300 foot distance rule is included in the CZO relating to SUP's for qualifying restaurants, the City has not done the same for beer and wine off-premise retailers located in the beer and wine overlay zones.

Mr. Smith reviewed the Texas Alcohol Beverage Commission wet/dry status. He noted for on premise mixed beverage sales, it is showing the City as "all wet". He explained no new election would be required to allow establishments in the City that are not restaurants to serve mixed drinks, beer and wine for on premise consumption. Only a change in the City's zoning regulations would be required to loosen up the current regulations requiring an SUP. Mr. Smith reviewed definitions and reviewed types of permits issued by TABC.

Mr. Smith noted when deciding what actions to take, the City Council needs to decide and provide direction to staff as to: (i) what type of establishments are desired; (ii) when and where such establishments should be allowed; (iii) by what process whether by right or SUP; and (iv) any restrictions such a separation requirements from like establishments or schools, churches, hospitals, parks or other desired protected areas.

Mr. Smith further explained consideration should also be given to whether there will be a proliferation of such establishments, and any undesired effects or unintended consequences. He noted once the City grants zoning to allow a "bar" at a location it should be considered permanent unless the City rezones the area or changes the regulations in which case an existing use will continue until abandoned.

Mr. Smith explained a specific work session or meeting could be conducted for City Council to discuss, at which staff can answer questions and City Council can provide direction. Mr. Smith explained the following is a list of possible actions.

- (1) City could lessen the percentage of non-alcoholic sales for qualifying restaurants.
- (2) City could enact overlay district in which “bars” may be located without regard to food service or with a lesser percentage of non-alcoholic beverage sales. Will need to add definition of “bars”.
- (3) Identify target areas or properties at which bars are allowed without regard to food service or with a lesser percentage of non-alcoholic beverage sales.
- (4) Enact regulation to allow location of establishments that derive more than 75% of its gross revenue from the sale of alcoholic beverages for on premise consumption. These regulations could be restricted to certain zoning districts or geographical areas, require a specific use permit and include separation requirements from other like establishments, churches, hospitals, schools, city parks or other protected areas. Texas Alcoholic Beverage Code allows the City to enact regulations governing the location of bars. Will need to add definition of the qualifying establishment (“Bar”).
- (5) Allow establishments that derive more than 75% of its gross revenue from the sale of alcoholic beverages for on premise consumption in PD districts by right or by SUP.

Mr. Smith reminded City Council that any decisions regarding bar and alcohol restrictions will have a permanent impact on designation and location.

Council Member Lynne asked who established the 60% rule, what percentage other cities have, and if a City Council vote is required to make changes. Mr. Smith explained the City of Farmers Branch has established the 60% rule, noting other cities vary on percentages. He further stated City Council approval is required for any changes.

Council Member Bomgardner asked if the City can be more accommodating to new restaurants that wish to relocate to Farmers Branch. He asked for clarification regarding the Specific Use Permit (SUP) process.

Deputy City Manager John Land explained there is a 90 day process for a restaurant SUP, noting 3Nations Brewery recently opened and is doing well.

Planning Manager Alexis Jackson explained a possible retail component for 3Nations Brewery on the east side, noting changing the alcohol restrictions may also attract restaurants, breweries, distilleries in light industrial while stimulating redevelopment boundaries on the east side.

Deputy Mayor Pro Tem Reyes asked if the City was in the process of trying to attract restaurants for the Mustang Station area and if the City is having conversations with developers.

Community Development Director Andy Gillies explained a SUP does work, however; there are three (3) areas on the east side that are trying to potentially change the alcohol restrictions. He further stated these changes could also include the Mustang Station area. Mr. Gillies explained staff is seeking City Council’s direction. Mr. Gillies noted

some potential changes would include adding bars, areas to expand alcohol sales/microbreweries, change overlay districts and to change percentages. Council Member Lynne suggested lowering requirements to stimulate the east side development.

Mayor Pro Tem Froehlich asked for clarification regarding the SUP process. Mr. Gillies explained it takes approximately 90 days to review a case which includes property owner notifications and Planning and Zoning and City Council public hearing meetings.

Mayor Phelps spoke stating he disagrees with the prospect of opening bars in Farmers Branch.

Council Member Bomgardner agrees with a tasting room idea on the east side and asked if the City could set it up ahead of an SUP by changing the restrictions of PD-86.

Council Member Norwood stated he supports the overlay district with a special exception and this includes the west side area as well.

A.2 [16-224](#) Discussion regarding the Employee Compensation Study.

City Manager Charles Cox briefed City Council regarding this item. Mr. Cox noted he presented a balanced budget which includes a 5% increase to median plus an additional 5% to make the City of Farmers Branch more competitive. He noted 44% of the total budget is for public safety. Mr. Cox explained the step plan and history of compensation for the Police Department.

Mayor Pro Tem Froehlich asked if the officers have received raises in the past 5 years. Mr. Cox replied they have not received a raise within the past five years, noting the last structure adjustment was made in 2013. He explained a step system was implemented which includes Fire and Police Departments. He further stated Administrative employees receive merit increases.

Council Member Lynne asked what level the Police Department is considered under "management". Mr. Cox passed out an organizational structure handout detailing structure and position summaries for Police and Fire Departments.

Deputy Mayor Pro Tem Reyes asked for a display for residents.

Mayor Phelps noted the City of Plano is hiring 10 new officers and pay \$10,000 more than the City of Farmers Branch.

Mr. Cox stated that most cities are implementing a 3% increase this year. He further stated the City of Frisco, Highland Park and Plano are our competition and a 5% over median increase would make us competitive, and in his opinion, is a fair recommendation.

Deputy Mayor Pro Tem Reyes asked how our benefits compare to other cities specifically the 20 year versus a 25 year retirement comparison.

Mr. Cox provided history of our officers, noting employees were asked if the City switched to a 20 year retirement, would they retire. He explained the majority answered "no". He further stated our health insurance benefits are lacking and not competitive noting we are not anticipating any health insurance changes in the future.

Deputy Mayor Pro Tem Reyes stated she has had many conversations with officers regarding retirement at 20 years versus 25 and does not think that retirement at 25 years keeps the City of Farmers Branch competitive and is requesting a pay increase of 10% over median.

Council Member Bomgardner spoke stating he supports a 5% + 5% for Police.

Mayor Phelps stated that he supports the City Manager's recommendation of an increase of 5% to median plus an additional 5% over median.

Deputy Mayor Pro Tem Reyes explained Farmers Branch has the very best officers and why not invest an additional 5% to retain them. She urged City Council to make the investment versus the liability.

Mr. Cox explained the citizens of Farmers Branch deserve the very best noting the cost implications of a 20 year retirement versus a 25 year retirement would be an additional \$400,000 per year for implementation. He further stated, it would affect the COLA benefits offered to retirees.

Deputy Mayor Pro Tem Reyes respectfully disagreed with Mr. Cox on 20 to 25 years retirement and noted we are not in a position to be competitive.

Police Chief Sid Fuller spoke explaining the Police Department recruitment process and lack of applicants.

Council Member Lynne noted it's difficult to compete with Plano and Frisco because they have a much larger tax base. He asked if the City has a recruitment bonus.

Council Member Bomgardner suggested reviewing recruitment efforts of other cities.

Council Member Norwood suggested moving forward with the balanced budget 5% to 5%; take a portion of the \$250k to pay Police and Fire on Sept. 1 and the rest of the employees on October 1st. He added that a mid-year review be provided and review and comparison with other cities pay including a review of the signing bonus structure. He further stated that a mid-year review of the 20 to 25 year retirement be conducted.

Resident Buford Watson, 14210 Dennis Lane, spoke stating we have the best services, he asked that we not compare our City to Dallas, he urged the Mayor and City Council to treat Departments with respect. He further stated in order to have the best you must treat them the best. He asked that we do not lose employees to other cities in order to cut taxes, noting he expects and receives good services.

After discussion, the majority of City Council agreed to move forward with the City Manager's proposed recommendation of an increase of 5% to median effective September 1st for Fire and Police Department only, plus an additional 5% over median next budget year with City Council's approval.

A.3 [16-203](#) Discuss the City Manager's balanced budget and organizational funding requests related to the proposed 2016-17 Fiscal year Budget.

Mayor Phelps suggested keeping the organizational funding the same as last year. Mr. Cox explained \$292,000 has been allocated for these services.

Deputy Mayor Pro Tem Reyes asked that Mr. David Moore with Firehouse Theatre be recognized. Mr. Moore spoke stating that many residents do not know about the theatre, he would like to use the additional \$15,000 funds to market the Firehouse Theatre, however; he noted if the funds could be used to assist with Police salary increases, he would differ his request.

Council Member Norwood asked if the PYRO marketing would possibly include marketing of the Firehouse Theatre. Mr. Cox noted he would need to review with the Legal Department.

Resident Dan Hurd spoke asking that we continue moving the City forward.

Mr. Cox noted the budget will be reviewed again during the August 16, 2016 City Council meeting during Study Session.

Mayor Pro Tem Froehlich noted the City is moving forward and a Bond Committee is reviewing items that will be reviewed next year, noting they are looking at items to revitalize our community, and may propose a tax increase next spring. He asked that tax be decreased by 1%. He asked to reduce the budget for fireworks at Christmas, or similar ideas to reduce the budget.

Deputy Mayor Pro Tem Reyes asked about the \$300,000 Economic Development Funds. Mr. Cox noted the Economic Development funds are used for redevelopment, noting City Council has approved several of these cases. He further stated when properties are sold, funds roll back into the fund.

City Council discussed being conservative financially, investing in the City's future and educating the public about tax rates.

B. ADJOURNMENT

Council Member Norwood made a motion to adjourn the meeting at 3:50 p.m. Motion seconded by Mayor Pro Tem Froehlich. Motion prevailed by the following vote:

Aye: 5 - Mayor Pro Tem Froehlich, Deputy Mayor Pro Tem Reyes, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

The meeting adjourned at 3:50 p.m.

Mayor

ATTEST:

Recording Secretary



City of Farmers Branch

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

Meeting Minutes

City Council

Tuesday, August 16, 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 - Mayor Pro Tem Harold Froehlich, Council Member John Norwood, Council Member Terry Lynne, Council Member Mike Bomgardner
- Absent:** 1 - Deputy Mayor Pro Tem Reyes
- Staff:** - Charles Cox City Manager, John Land Deputy City Manager, Amy Piukana City Secretary, Pete Smith City Attorney, Sid Fuller Police Chief, David Hale Deputy Police Chief, Allison Cook Economic Development Manager, Stephanie Hall Economic Development Assistant, Andy Gillies Community Services Director, Randy Walhood Public Works Director, Hugh Pender Building Official, Shane Davis Environmental Services and Solid Waste Manager, Steve Parker Fire Chief, Tim Dedear Deputy Fire Chief/Fire Marshal, Brian Beasley Human Resource Director, Jeff Harting Parks and Recreation Director, Mitzi Davis Project Manager Parks and Recreation, Charles Cancellare Parks Superintendent

A. **STUDY SESSION**

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

A.1 [16-205](#) **Discuss regular City Council meeting agenda items.**

There was no discussion regarding this item.

A.2 [16-214](#) Receive a presentation from the Sister City Committee regarding an invitation to visit Garbsen Germany.

Resident Calla Davis, Nancy Hardie and Janie Scarborough provided Council with a brief history of the Sister City program. The presentation included the City's historical relationship with Bassetlaw England which began in 1980 and Garbsen Germany in 1990. The Sister City relationships consist of communications between dignitaries, visits between cities, student exchange programs with an overall goal of to advance peace and prosperity through cultural, educational, humanitarian, and economic development exchanges. Ms. Davis noted the Sister City Garbsen, Germany has extended an invitation to Farmers Branch to join them June 15 – 21, 2017 to celebrate their 50th anniversary with Sister City Herouville St. Clair, France and their 40th anniversary with Bassetlaw, England. She noted host families will provide accommodations.

Council Member Norwood had questions regarding cost. Ms. Scarborough replied airfare would be the only cost noting host families are providing the rest of the accommodations. Council Member Lynne asked how many attendees have confirmed. Ms. Scarborough explained today is the initial invitation and the number of attendees are not yet available. Council Member Bomgardner asked if there is a limit on the number of individuals who may attend. Ms. Scarborough replied there is no limit. Ms. Hardie noted the City is responsible for the airfare for the Board Chairs only and any additional attendees would be responsible for their airfare.

A.3 [16-198](#) Receive an update regarding the Aquatic Center indoor pool tile.

Fleet and Facilities Director Kevin Muenchow and Parks and Recreation Director Jeff Harting briefed City Council regarding this item. Mr. Muenchow noted there has been an ongoing issue with a white residue build up on the indoor pool deck tile at the Aquatics Center since October 2015. He explained the Aquatics Center staff's daily procedure is to wash the tile down with water, along with a light brushing to rinse the pool water on the deck in to the sanitary sewer and to take off any material on the tile. He noted when the white residue buildup was noticed, staff tried performing cleaning tests to attempt to find a chemical to clean the white residue, but was unable to find a solution. He noted on January 20, 2016 a warranty claim was submitted through Gallagher Construction on this issue.

Mr. Muenchow explained the recommendation was to clean the tile floor and apply a water based sealant to increase the pool water alkalinity to the high end of the range and change the daily cleaning procedure and use a cleaning product. Mr. Muenchow noted staff will evaluate the effectiveness of this process and review over the next six months. He noted if the process does not work, tile replacement funding is available in remaining Aquatic Center bond contingency funds.

Parks and Recreation Director Jeff Harting explained safety is the main issue. Mr. Harting passed out a tile sample, noting the City worked with an architect to review and rate the tile for safety. He noted this tile was chosen and noted this non-slip tile has been used for a year and a half, with no falls to date.

After discussion, City Council thanked staff for their efforts and presentation.

A.4 [16-122](#) Discuss the City Manager's balanced budget and organizational funding requests related to the adoption of the Farmers Branch 2016-17 fiscal year budget.

Council Member Lynne asked about the Lewisville landfill negotiations. Mayor Pro Tem Froehlich expressed concerns regarding the time frame of negotiations with Lewisville. Mr. Cox explained the City must apply for a SUP application with the City of Lewisville to qualify for the TCEQ permit for expansion. He further stated the City of Lewisville has a tree preservation ordinance that requires \$500 dollars per tree that is removed. He noted this would amount to approximately \$2.5 million in fees. He further stated the City is negotiating a once a month drop off free of charge to Lewisville residents in order to offset these costs. Mr. Cox noted the City needs a mulch site, detention pond, and relocation of Huffines Road due to an easement. Mr. Cox explained negotiations are still in progress, noting he has spoken with the City Manager of Lewisville who seemed optimistic with the proposed negotiations.

Mr. Cox noted the budget would be a discussion item on every agenda to allow City Council to ask questions regarding the budget. Mayor Pro Tem Froehlich asked City Council to review proposed budget cuts in order to allow a 1% property tax cut. Mr. Cox explained a 1% property tax cut would be equivalent to \$475,000 in revenues. He noted, the proposed budget does absorb \$165,000 in annual debt service for the recently issued Justice Center Certificates of Obligation initially communicated to residents as requiring a 1/3 cent tax rate increase. Mr. Cox explained when offering budget cut options, he is focusing on non-recurring or new items rather than deferring a needed expenditure such as a fixed asset replacement until a future year.

Mayor Pro Tem Froehlich discussed the option to replenish EDC funds through the sale of City owned property and the possibility of outsourcing. Council Member Bomgardner noted in his opinion, studies have shown that the City needs more marketing. He further stated instead of reducing the 1% rate, the City would see a better return on investment by using it for marketing the Cities amenities. He noted a 1% tax reduction is equivalent to approximately \$10 a month savings to the average resident and could be used to market the City. He further stated the City of Farmers Branch currently has the lowest tax rate of any city around and offers free trash service. Council Member Lynne stated he supports a 1% tax reduction and suggests reviewing more options to outsource. Council Member Lynne asked that a Budget Work Session meeting be scheduled.

A.5 [16-223](#) Receive an update regarding the John F. Burke Nature Preserve Master Plan.

Parks Superintendent Charles Cancellare briefed City Council regarding this item. He introduced Elizabeth McIlrath and Phillip Neely with Dunaway Associates, LP whose firm was hired to complete the John F. Burke Nature Preserve Master Plan. Ms. Elizabeth McIlrath with Dunaway and Associates reviewed the proposed master plan, noting entry features, core activities, the woods, the wetlands, meadow restoration, upper pond, and trails.

Mayor Pro Tem Froehlich asked for more details regarding portable restroom transportation. Ms. McIlrath explained the portable restrooms are brought in utilizing a truck and trailer. Mayor Pro Tem Froehlich asked about the cost of adding educational signage. Ms. McIlrath explained these types of signs range from \$300-\$500. Council Member Norwood asked if the pedestrian bridge will include shared funding with the City of Irving. Parks and Recreation Director Jeff Harting replied that City of Irving has expressed interest in cost sharing for the bridge.

Ms. McIlrath explained the entire project is estimated to cost \$5,730,070. She noted the project could be broken up into phases to allow funding to be spread over several years. Council Member Bomgardner asked what maintenance costs would be required. Council Member Lynne asked if additional staff would be necessary to maintain the park. Mr. Cancellare replied that additional maintenance would be necessary noting he could provide cost projections at a later date. Council Member Norwood asked what impact future flooding would have on the park. Mr. Cancellare explained the boardwalk would be made of a recycled product that could handle water. Mr. Harting explained boardwalks are not located in high flow areas.

Council Member Bomgardner asked if hotel/motel funds could be used for this project. Deputy City Manager John Land replied he will research and see if these funds could tie in with the marketing plan. Council Member Lynne asked if the City could apply for grant funding. Mr. Harting replied that in order to qualify for a grant, the City must have a master plan in place.

After discussion, Mr. Harting noted he will bring the proposed master plan forward in September for adoption.

A.6 [16-206](#) Discuss agenda items for future City Council meetings.

Mayor Pro Tem Froehlich asked for an update regarding the Crime Prevention Program and an Economic Development update. Council Member Norwood asked for an update regarding Oakbrook. Council agreed to hold a Special Called Budget meeting on August 29, 2016 at 2 p.m. The location was not yet determined.

City Council recessed for a break at 5:26 p.m. Mayor Phelps reconvened at 5:36 to deliberate in closed executive session.

I. EXECUTIVE SESSION

I.1 [16-209](#) Council may convene into a closed executive session pursuant to Section 551.072 of the Texas Government Code:

- Deliberate regarding the purchase, exchange, lease, or sale of real property located south of Valley View, North of 635, East of I35 and West of Webb Chapel

Council may convene into a closed executive session pursuant to Section 551.087 of the Texas Government Code:

- Deliberate regarding a financial offer or other incentive to a business prospect. Project Landmark

City Council recessed from closed Executive Session at 5:51 p.m. Mayor Phelps called the regular meeting to order at 6:00 p.m.

B. INVOCATION & PLEDGE OF ALLEGIANCE

Council Member Norwood led the invocation and provided the Pledge of Allegiance.

C. CEREMONIAL ITEMS

- C.1 [16-215](#) Presentation to the Fire Department's Award of Exemplary Action to Farmers Branch residents David White and Jamie Reed.**

Mayor Phelps on behalf of the Farmer's Branch Fire Department awarded David White and Jamie Reed the Award of Exemplary Action for their noble efforts in support of our community.

- C.2 [16-216](#) Consider approving a grant application and accepting a donation from the Firehouse Subs Public Safety Foundation in the form of an automatic external defibrillator valued at \$1,695 to the Police Department; and take appropriate action.**

Mayor Pro Tem Froehlich made a motion to approve the grant application and accept the donation from the Firehouse Subs Public Safety Foundation in the form of an Automatic External Defibrillator valued at \$1,695 to the Police Department. Motion seconded by Council Member Lynne. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

- C.3 [16-218](#) Consider appointment of Jeanne Sawyer as a Board Member Emeritus of the Senior Advisory Board, presentation of a proclamation recognizing her service; and take appropriate action.**

Mayor Phelps presented a proclamation recognizing Jeanne Sawyer for her years of service on the Senior Advisory Board. Mayor Pro Tem Froehlich moved to appoint Jeanne Sawyer as a Board Member Emeritus for the Senior Advisory Board. Motion seconded by Council Member Bomgardner. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

C.4 [16-219](#) Consider Board and Commission appointments; and take appropriate action.

Council Member Lynne made a motion to appoint Michael Driskell to the Planning and Zoning Commission to fill an unexpired term. Motion seconded by Council Member Norwood. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

Motion made by Council Member Bomgardner to appoint David Merritt to the Parks and Recreation Board to fill an unexpired term. Motion seconded by Council Member Norwood. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

D. REPORT ON STUDY SESSION ITEMS

Council Member Bomgardner provided a report on study session items.

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

City Manager Charles Cox announced the following items of community interest:

- As the season winds down and students begin their return to school, the Farmers Branch Aquatics Center's Frog Pond will shorten their operating hours this week, open from 1 until 6 p.m. through Friday, August 19. After that, the Frog Pond will be open on weekends only, from 12 to 6 p.m. through Labor Day weekend.
- Not just bragging rights are at stake this year in the Battle of the Badges, between Farmers Branch Police and Fire Departments to see who can inspire the most blood donations to Carter Bloodcare. The July 7 sniper attack in downtown Dallas put a tremendous strain on the local blood supply with more than 400 units sent to assist the officers and civilians who were wounded. Anyone wishing to donate blood to this very good cause should come by the Community Recreation Center between 9 a.m. and 3 p.m. August 26 or 27. Both the Farmers Branch Police and Fire Departments thank you for your donations.
- The Farmers Branch Police Department was victorious in the first Metrocrest Police Food Face Off, which sought to discover which area department could raise the most food donations for Metrocrest Services Food Pantry. Farmers Branch PD brought in 1,132 food items. Carrollton, Coppell and Addison Police Departments combined for another 2,667 items.
- Speaking of the Police Department, the community is invited to City Hall on Wednesday, August 31 at 2 p.m. for a reception honoring retiring Police Chief Sid Fuller. After more than 33 years of law enforcement, the last 10 of which have been in Farmers Branch, Sid is going to the lake to "start an extensive bucket list." Please join us to thank him for a job well done.

- Finally, most City of Farmers Branch offices and facilities will be closed on Monday, September 5, in observance of the Labor Day holiday. The notable exceptions are:
 - The Community Recreation Center and Margaret Young Natatorium will both be open from 6 a.m. to 5 p.m.
 - The Frog Pond will celebrate its final day of operation for the summer swim season by opening from 12 noon to 6 p.m.
 - The Historical Park will be open from 8 a.m. to 5 p.m.
 - Garbage and recycling pickup will be held on Monday, September 5.
- Sign up for eNews at farmersbranchtx.gov to have current City news and information delivered directly to your eMail box.

F. CITIZEN COMMENTS

There were no citizen comments.

G. CONSENT ITEMS

- G.1** [16-207](#) **Consider approving minutes of the regular City Council meeting held on August 2, 2016; and take appropriate action.**
- G.2** [16-225](#) **Consider a request for approval of the Final Right of Way Dedication Plat of Knightsbridge Road; and take appropriate action.**
- G.3** [16-226](#) **Consider a request for final plat approval of Lake at Mercer Crossing, Lot 1 and Lot 2, Block A; and take appropriate action.**

Motion made by Mayor Pro Tem Froehlich to approve Consent Items G.1 through G.3, as presented. Motion seconded by Council Member Bomgardner. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

H. PUBLIC HEARINGS

- H.1** [16-210](#) **Conduct a public hearing to consider adopting a maximum property tax rate of 60.56-cent on September 20, 2016; and take appropriate action.**

City Manager Charles Cox noted a public hearing is being held to consider adopting a maximum property tax rate of 60.56-cent for the 2016-17 fiscal year. He further stated this is in compliance with the State Property Tax Code, noting City Council passed a motion during the August 2, 2016, proposing the City consider adopting a maximum property tax rate of 60.56-cent. Mr. Cox noted two public hearings regarding this proposal are scheduled, one for tonight and one for September 6, 2016.

There was no one present to speak regarding this item. Mayor Phelps closed the public hearing.

- H.2 [ORD-3388](#) Conduct a public hearing and consider adopting Ordinance No. 3388 continuing and readopting the curfew for minors, Article II of Chapter 46 of the Code of Ordinances of the City of Farmers Branch; and take appropriate action.**

Deputy Police Chief David Hale briefed City Council regarding this item. Deputy Chief Hale noted Texas Government Code Section 370.002 requires a review and renewal of the existing curfew ordinance before the third anniversary of the date of adoption and every third year thereafter. Deputy Chief Hale explained the current curfew Ordinance will expire November 1, 2016 and noted the many benefits of having this ordinance in place to reduce crime and enhance public safety.

Mayor Phelps opened the public hearing. There was no one present that wished to speak. Motion made by Council Member Bomgardner to close the public hearing and approve Ordinance No. 3388, as presented. Motion seconded by Council Member Norwood. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

- H.3 R2016-073 Conduct a public hearing and consider approving Resolution No. 2016-073 granting a Detailed Site Plan for a multifamily apartment complex at 14650 Landmark Boulevard; and take appropriate action.**

Community Services Director Andy Gillies briefed City Council regarding this item. Mr. Gillies noted the property is currently zoned Planned Development District No. 98 (PD-98) which allows for multi-family residential units. He further stated the City received an application from Miller Sylvan with JPI, proposing to develop a multi-family residential community. The proposed site plan details a 5-story apartment building that will be approximately 379,948 square feet and will include a club house, two interior courtyards, a pool, and an internal multi-level parking structure at the property located at 14650 Landmark Boulevard. Mr. Gillies reviewed the site, noting the location of this property borders Addison and Farmers Branch. Mr. Gillies explained this 5-story apartment building will contain 324 apartment units. The site plan indicates upper level loft units will contain a mezzanine level. It was noted the apartment units will vary between 684 square feet and 1,639 square feet, with an average of 900 square feet.

Mr. Sylvan with JPI provided a brief presentation and overview of the proposed development.

Council Member Norwood asked if Town of Addison has approved their portion of the development. The applicant replied that a plat is currently being reviewed with the Town of Addison.

Mayor Phelps opened the public hearing. There being no one present that wished to speak, Mayor Pro Tem Froehlich made a motion to close the Public Hearing and approve Resolution No. 2016-073, as presented. Motion seconded by Council Member Lynne. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

H.4 [ORD-3386](#) Conduct a public hearing and consider adopting Ordinance No.3386 granting a Specific Use Permit to allow the sale of alcoholic beverages in a qualified restaurant at 11482 Luna Road, Suite 150; and take appropriate action.

Community Services Director Andy Gillies briefed City Council regarding this item. Mr. Gillies noted the suite is occupied by J's Deli, and is approximately 2,246 square feet. He explained the restaurant has 40 seats and has operated at this existing location since 2006. He further stated beer and wine would be an option at the counter when the customer orders, noting there is no bar area in this restaurant. Mr. Gillies noted the applicant is proposing to add an outdoor patio dining area, along the southern end of the building. He further stated the proposed outdoor area would be approximately 649 square feet with a concrete floor, wood deck and a sloped metal roof. Mr. Gillies explained this dining area would allow for 20 additional seats, expanding the entire restaurant area to approximately 2,895 square feet for a total of 60 seats. He noted the restaurant's hours of operation are Monday through Friday 7:00 am to 10:00 pm, Saturday from 8:00 am to 10:00 pm and Sunday from 8:00 am to 9:00 pm.

The applicant has submitted an Alcohol Awareness Program, which establishes a comprehensive alcohol policy for the restaurant. They agree to abide by the City's requirements for alcohol sales, as well as the Texas Alcoholic Beverage Commission.

Mr. Gillies noted four (4) public notification letters were mailed on July 14, 2016. Two zoning notification signs were also posted, and a legal notice was published in the Dallas Morning News on July 28th. He noted as of August 12th, no letters of opposition to this Specific Use Permit have been received by the City.

Council Member Lynne asked if the City has received any letters of opposition from Mar Thoma church. Mr. Gillies replied no letters have been received from the church to date.

Mayor Phelps opened the public hearing. There was no one present that wished to speak. Motion made by Council Member Lynne to close the public hearing. Motion seconded by Council Member Bomgardner. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

Motion made by Council Member Bomgardner to approve Ordinance No. 3386, as presented. Motion seconded by Council Member Norwood. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

H.5 [ORD-3387](#) Conduct a public hearing and consider adopting Ordinance No. 3387 granting a Specific Use Permit allowing an indoor firearms range training facility to be located at 14400 Midway Road; and take appropriate action.

Community Services Director Andy Gillies briefed City Council regarding this item. Mr. Gillies noted applicant David Prince with Eagle Gun Range is currently located in Lewisville and is looking to expand to a second location in Farmers Branch. Mr. Gillies reviewed the proposed site plan noting the applicant is proposing to redesign the existing 16,000 square foot building into an indoor firearms training facility that will include 2 twelve-lane gun ranges, 2 training room classrooms, offices and a retail sales area. Mr. Gillies explained the proposed firearms facility will operate within the existing precast concrete tilt wall building and will be designed to comply with all applicable state and federal regulations governing indoor gun ranges. It was noted the proposed facility will contain two shooting areas, two large classrooms, offices and control, with monitor rooms for staff and a retail area. The shooting ranges will have observation areas with bullet-proof glass on the observation wall and a bullet trap equipment areas at the end of the fire lanes. Mr. Gillies explained the the building improvements increase safety noting walls will be insulated with a sound absorbing wall treatment over the new CMU block which will enclose the range area.

Mr. Gillies explained the exterior of the building will not be significantly modified, although the existing façade will be improved to meet the safety requirements necessary for a gun range facility. The building currently has two semi-open courtyards that will be secured. It was noted the two existing semi-open courtyards will not be accessible to the public. The proposed hours of operation for this facility is 10:00 AM to 9:00 PM, Monday through Friday, 9:00 AM to 9:00 PM on Saturday and 1:00 PM to 8:00 PM on Sunday. A total of 17 employees are estimated to work at this location.

Mr. Gillies noted the applicant has submitted a sound study and sound mapping system (SMS) summary. City Staff has determined this sound level will not be a nuisance within or at the boundary of the site considering the ambient sound in the area and along Midway Road.

Mr. Gillies noted six (6) zoning notification letters were mailed to the surrounding property owners on July 14th, 2016. He noted as of August 12, three letters of opposition have been received by the City. One of these opposition letters is from the property owner to the north side of the site. This opposing property owner represents more than 20% of the notified property area within Farmers Branch, therefore a super majority of City Council (4

affirmative votes) must be obtained to approve the proposed SUP. In addition, 33 letters of support to the proposed gun range have been received by the City.

Applicant David Prince, 9579 Crown Meadow, Frisco, Texas briefed City Council regarding this item. Mr. Prince thanked City Staff for their assistance. Mr. Prince provided a video showing Eagle Gunrange reviewing the services they provide.

Mr. Prince reviewed proposed signage, retail area, noting his employees are trained under the Alcohol, Tobacco and Firearms (ATF) federal instruction programs and are NRA certified range safety officers. He noted two employees will be on site for opening and closing hours. It was noted all access in the building, except the main front door, will have security measures to prevent entry from outside. He explained the building will be secured with commercial grade steel bars covering all openings of the building with a 24-hour monitoring system throughout the site. The security system includes laser beams, commercial grade fencing, glass breaking sensors, motion sensors and door penetration wiring. It was noted security cameras will cover the inside of the shooting bays, the training rooms, the store room, loading dock, retail and office areas, as well as all sides of the exterior of the building and parking lot. Mr. Prince explained a minimum of two cameras will be installed on each side of the building and one camera on each of the front entry areas. A NRA certified safety officer will monitor the security cameras during the hours the range is open to the public. The cameras will be monitored by a private security company outside of business hours. Mr. Prince explained all customers will be required to bring their firearms to the facility contained within a holster or a gun case. The facility will allow only firearms under 0.50 caliber to be used within the shooting range.

Mr. Prince reviewed regulations which include interior ventilation and exhaust air quality, and safe handling and appropriate management of lead projectile waste as required by the Occupational Safety and Health Administration (OSHA), Texas Commission of Environmental Quality (TCEQ), American National Standards Institute (ANSI), Environmental Protection Agency (EPA), National Institute for Occupational Safety and Health (NIOSH), National Fire Protection Agency (NFPA), National Rifle Association (NRA) range development standards.

Council Member Norwood asked what maintenance and monitoring is being done on the exhaust system. Mr. Prince noted pre filters are changed once a week and the mid filters are changed every two to three weeks. He further stated the HEPA filters are changed three times a year. He noted these are considered hazard waste materials and are sealed and transported off-site to an environmental agency. Mr. Prince noted the control room monitors bays and has a display of pressure and ranges which include filter banks. He noted staff monitors to make sure they run efficiently, noting the equipment has a built in safeguard which shuts down if the equipment is not maintained properly.

Council Member Lynne asked why the ventilation equipment is located on the roof instead of the ground like it is in Lewisville. Mr. Prince replied, it's allows more ground parking spaces if equipment is located on the roof, noting in his opinion, it's more efficient.

Council Member Lynne asked how long the Lewisville location has been operating. Mr. Prince noted the Lewisville gun range has been open for 4 years, and the business has done so well he is now looking to expand to Farmers Branch.

Mayor Phelps opened the public hearing. The following citizens wished to speak in support and/or opposition to the proposed case:

Aaron Ludwig, 3411 S. Mountain View, Utah spoke in support.

Gary Carley, 4415 Siena, Frisco spoke in support

Heather Lourcey, 14340 Proton Road (Westwood Head of School), spoke in opposition

Donna Schmidt, 3131 Glengold Drive, Farmers Branch spoke in opposition

Mike Del Valle, 3161 Whitmarsh, Farmers Branch spoke in support

Tony Felker, 6843 Main Street (Frisco Chamber of Commerce) spoke in support

Carlos Machado, 1750 FM 423 Apt. #952, Frisco spoke in support

Holli Costanza, 9515 Crown Meadow Drive, Frisco spoke in support

Jaime Ronderos, 4501 Voyager Drive, Frisco spoke in support

Navid Daneshjon, 2016 Silverway Lane, Carrollton spoke in opposition

Andy Olivo, 2625 Farmers Branch Lane spoke in opposition

Diane Hardwick of Farmers Branch spoke in support

Jennifer Grisafe of Carrollton spoke in support

Council Member Lynne moved to close the Public Hearing. Motion seconded by Mayor Pro Tem Froehlich. Motion approved by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

Motion made by Council Member Bomgardner to approve Ordinance No. 3387, as presented. Motion seconded by Council Member Lynne. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

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

Motion made by Council Member Lynne to authorize the City Manager to take such action on behalf of the City as may be reasonable and necessary to purchase, or authorize the purchase of Lot 18, Block C of Farmersdale Addition, an addition to the City of Farmers Branch, Dallas County, Texas also known as 13005 Wilmington Drive, for a purchase price not to exceed \$108,000 plus standard closing and acquisition costs and to sign and authorize the City's agent to sign such other agreements, documents, and any amendments thereto as the City Manager in consultation with the City Attorney deems reasonable and necessary with respect to the closing of said transaction. Motion seconded by Mayor Pro Tem Froehlich. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

Motion made by Council Member Norwood to authorize the City Manager be authorized to take such action on behalf of the City as may be reasonable and necessary to purchase or authorize the purchase of Lot 17, Block C Farmersdell Addition, an addition to the City of Farmers Branch, Dallas County, Texas also known as 12923 Wilmington Drive, for a purchase price not to exceed \$111,500.00 plus standard closing and acquisition costs and to sign and authorize the City's agent to sign such other agreements, documents, and any amendments thereto, as the City Manager in consultation with the City Attorney, deems reasonable and necessary with the respect to the closing of said transaction. Motion seconded by Council Member Bomgardner. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

L. ADJOURNMENT

Mayor Pro Tem Froehlich made a motion to adjourn the meeting at 8:04 p.m. Motion seconded by Council Member Lynne. Motion prevailed by the following vote:

Aye: 4 - Mayor Pro Tem Froehlich, Council Member Norwood, Council Member Bomgardner, Council Member Lynne

The meeting adjourned at 8:04 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: 16-232

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Procedural Item

Agenda Number: G.2

Consider excusing the absence of Deputy Mayor Pro Tem Ana Reyes from the August 16, 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 Deputy Mayor Pro Tem Ana Reyes from the August 16, 2016 City Council meeting.

RECOMMENDATION:

Approve the excused absence of Deputy Mayor Pro Tem Ana Reyes from the August 16, 2016 City Council meeting.

ACTIONS:

- 1) Motion to approve the excused absence of Deputy Mayor Pro Tem Reyes from the August 16, 2016 City Council meeting.
- 2) Motion to deny approval of the excused absence of Deputy Mayor Pro Tem Reyes from the August 16, 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: R2016-074

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.3

Consider approving Resolution No. 2016-074 adopting the City's amended Investment Policy; and take appropriate action.

BACKGROUND:

Section 2256.005, Texas Government Code and the City's Investment Policy requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and record any changes made to either the investment policies or investment strategies.

The City's existing policy has provided excellent guidance to staff and has been used as a model policy for other government entities. Additionally, the Investment Policy has been recognized with a Certification of Excellence Award by the Municipal Treasurers' Association of the United States and Canada. The City also amended its investment policy in 2015 to meet additional criteria for the Government Treasurers' Organization of Texas (GTOT) Investment Policy Certification Program and received certification under the GTOT program.

DISCUSSION:

The City of Farmers Branch manages and invests its cash consistent with four objectives. The objectives, listed in priority order, are: Safety, Liquidity, Yield, and Public Trust. The safety of principal invested always remains the primary objective. All investments are designed and managed in a manner responsive to the public trust and in accordance with state and local law.

The City's investment portfolio consists primarily of United States Agency, Municipal Bonds, Certificates of Deposit, and Repurchase Agreements with an average portfolio maturity of fifteen months and a maximum investment maturity of five years for operating and commingled pools containing operating funds.

City Administration is amending the City's investment policy to reflect changes in position titles of members serving on the Investment Committee and, per House Bill 870, reduces the amount of Public Funds Investment Act (Chapter 2256.008, Texas Government Code) training hours for city and school district finance and investment officers from ten hours every two years to eight hours every two years. City and school district finance and investment officers must still initially receive ten hours of training within 12 months after taking office or assuming investment duties. No other changes are recommended.

This resolution supports the City's guiding principle for financial stewardship.

RECOMMENDATION:

City Administration recommends approving Resolution No. 2016-074 adopting the City's amended investment policy.

POSSIBLE COUNCIL ACTION:

1. I move to approve adopting Resolution No. 2016-074 amending the City's investment policy.
2. I move to approve adopting Resolution No. 2016-074 with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-074
2. Exhibit A - City of Farmers Branch Investment Policy



**FARMERS
BRANCH**

RESOLUTION NO. 2016-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE CITY OF FARMERS BRANCH INVESTMENT POLICY ATTACHED HERETO AS EXHIBIT “A”; DECLARING THAT THE CITY COUNCIL HAS COMPLETED ITS REVIEW OF THE INVESTMENT POLICY OF THE CITY AND THAT EXHIBIT “A” RECORDS ANY CHANGES TO THE INVESTMENT POLICY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, the City Council of the City of Farmers Branch, Texas by resolution adopted an investment policy; and,

WHEREAS, Section 2256.005, Texas Government Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and record any changes made to either the investment policies or investment strategies.

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

SECTION 1. The City’s Investment Policy, attached as Exhibit “A”, is hereby adopted and shall govern the investment policies for the City, and shall define the authority of the investment official of the City from and after the effective date of this resolution.

SECTION 2. The City Council of the City of Farmers Branch has completed its review of the investment policies and investment strategies and any changes made to either the investment policies or investment strategies are recorded in Exhibit “A” hereto.

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

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 5. This resolution shall become effective immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS
BRANCH, TEXAS, THIS 6th DAY OF SEPTEMBER 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(Routine)

Exhibit A

CITY OF FARMERS BRANCH INVESTMENT POLICY INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Farmers Branch in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. The City Council of the City of Farmers Branch shall review and adopt, by resolution, its investment strategies and policy not less than annually. The resolution shall include a record of changes made to either the investment policy or strategy. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the "Act")) to define, adopt and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The City of Farmers Branch maintains portfolios that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure that will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium-term securities that will complement each other in a laddered or barbell maturity structure. The dollar weighted average maturity will be calculated using the stated final maturity date of each security.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium, if at all possible.

Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

INVESTMENT POLICY

I. SCOPE

This investment policy applies to all financial assets of the City of Farmers Branch. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- * General Fund
- * Special Revenue Funds
- * Debt Service Funds
- * Capital Projects Funds
- * Proprietary Funds
- * All Other Funds

II. OBJECTIVES

The City of Farmers Branch shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Yield, and Public Trust. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The City shall maintain a comprehensive cash management program that includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

Safety

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be suitable to the financial requirements of the City and shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value.

Liquidity

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets to insure marketability.

Yield

The City's cash management portfolio shall be designed with the objective of regularly exceeding the average rate of return on U.S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein, portfolio diversification and prudent investment policies.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

III. RESPONSIBILITY AND CONTROL

Investment Committee

In order to insure well qualified and capable investment management an Investment Committee, consisting of the City Manager, Director of Finance, Controller, and Financial Analyst shall meet at least quarterly to determine operational strategies and to monitor results. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized brokers and dealers, and the target rate of return on the investment portfolio.

Delegation of Authority and Training

Authority to manage the City's investment program is derived from a resolution of the City Council. The Director of Finance is designated as investment officer of the City and is responsible for investment decisions and activities. The Director of Finance shall establish written procedures for the operation of the investment program, consistent with this investment policy. The investment officer shall attend at least one 10-hour training session relating to the officer's responsibility under the Act within 12 months after assuming duties. Thereafter, the investment officer shall attend an 8-hour training session not less than once every two years. Such training from an independent source shall be approved or endorsed by the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments.

Internal Controls

The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Director of Finance shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The results of this review shall be reported to the City Council. The internal controls shall address the following points:

- A. Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- B. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.

- C. Custodial safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
- D. Avoidance of physical delivery securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
- E. Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via facsimile if on letterhead and the safekeeping institution has a list of authorized signatures.
- G. Development of a wire transfer agreement with the depository bank or third party custodian. This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.

Competitive Bidding

At least three competitive offers or bids are required for all individual security purchases and sales (excluding transactions with local government investment pools and when issued securities which are deemed to be made at prevailing market rates)

Prudence

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written investment policy of the City.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market

price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

IV. REPORTING

Quarterly Reporting

The Director of Finance shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, current credit rating, and shall explain the total investment return for the quarter.

Annual Report

Within 60 days of the end of the fiscal year, the Director of Finance shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council.

Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

- A. A listing of individual securities, including credit rating, held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired.

- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from whom the security was purchased.
- C. Additions and changes to the market value during the period.
- D. Fully accrued interest for the reporting period.
- E. Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks.
- F. Listing of investments by maturity date.
- G. The percentage of the total portfolio that each type of investment represents.
- H. Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

V. INVESTMENT PORTFOLIO

Active Portfolio Management

The City shall pursue an active versus a passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The investment officer will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

Investments

Assets of the City of Farmers Branch may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended. The City is not required to liquidate investments that were authorized investments at the time of purchase. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

I. Authorized

- A. Obligations of the United States of America, its agencies and instrumentalities, which have a liquid market with a readily determinable market value.
- B. Direct obligations of the State of Texas and agencies thereof.
- C. Other obligations, the principal of and interest on which are unconditionally guaranteed by the State of Texas or United States of America.

- D. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivisions of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.
- E. Certificates of Deposit of state and national banks domiciled in Texas, guaranteed or insured by the Federal Deposit Insurance or its successor or secured by obligations described in A through D above, which are intended to include all direct agency or instrumentality issued mortgage backed securities rated AAA by a nationally recognized rating agency, and that have a market value of not less than the principal amount of the certificates.
- F. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities pledged with a third party, selected by the Director of Finance, other than an agency for the pledgor. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement.
- G. Joint pools of political subdivisions in the State of Texas which invest in instruments and follow practices allowed by current law. Investment in such pools shall be limited to 15% of the City's entire portfolio. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by a least one nationally recognized rating service.

II. Not Authorized

The City's authorized investments options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities.

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- C. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Holding Period

The City of Farmers Branch intends to match the holding periods of investment funds with liquidity needs of the City. In no case will the average maturity of investments of the City's operating funds and comingled pool exceed 24 months. For operating funds and comingled

pools containing operating funds of the City, the maximum final stated maturity of any investment shall not exceed five years.

Investments in all funds shall be managed in such a way that the market price losses resulting from interest rate volatility would be offset by coupon income and current income received from the volume of the portfolio during a twelve month period.

Risk and Diversification

The City of Farmers Branch recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification, which shall be achieved by the following general guidelines:

- A. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Act, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury Securities and Insured or Collateralized Certificates of Deposits.
- C. Risk of illiquidity due to technical complications shall be controlled by the selection of Securities dealers as described herein.

VI. SELECTION OF BANKS AND DEALERS

Depository

At least every five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Director of Finance shall conduct a comprehensive review of prospective depository's credit characteristics and financial history.

Certificates of Deposit

Banks seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Director of Finance.

Securities Dealers

For brokers and dealers of government securities, the City shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers." unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. Only brokers and dealers with a Dallas, Texas or Farmers Branch, Texas office shall be selected. Investment officials shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments. All Securities dealers shall provide the City with references from public entities, which they are currently serving. The Investment Committee shall adopt and annually review a list of qualified brokers authorized to engage in investment transactions with the entity.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements
- proof of National Association of Securities Dealers (NASD) certification
- proof of state registration
- completed broker/dealer questionnaire
- certification of having read the City's investment policy signed by a qualified representative of the organization
- acknowledgment that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization

Qualified representative means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

- A. For a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;
- B. For a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or
- C. For an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the certification on behalf of the investment pool.

Investment Pools

A thorough investigation of the pool is required prior to investing, and on a continual basis. All investment pools must supply the following information in order to be eligible to receive funds:

- * the types of investments in which money is allowed to be invested

- * the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool
- * the maximum stated maturity date any investment security within the portfolio has
- * the objectives of the pool
- * the size of the pool
- * the names of the members of the advisory board of the pool and the dates their terms expire
- * the custodian bank that will safekeep the pool's assets
- * whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation
- * whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment
- * the name and address of the independent auditor of the pool
- * the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool
- * the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios
- * a description of interest calculations and how interest is distributed, and how gains and losses are treated.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance.

VII. SAFEKEEPING AND CUSTODY

Insurance or Collateral

All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the Director of Finance or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by a *third-party* safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City of Farmers Branch determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Farmers Branch, the firm pledging the collateral, and the Trustee.

Collateral Defined

The City of Farmers Branch shall accept only the following securities as collateral:

- A. FDIC and FSLIC insurance coverage.
- B. A bond, certificate of indebtedness, or Treasury Note of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
- C. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.
- D. A bond of the State of Texas or of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of ten (10) years or less.
- E. A surety bond (issued by a solvent surety company authorized to do business in Texas) rated no less than "AAA" or its equivalent by a nationally recognized rating agency.

Subject to Audit

All collateral shall be subject to inspection and audit by the Director of Finance or the City's independent auditors.

Delivery vs. Payment

Treasury Bills, Notes, Bonds, Repurchase Agreements and Government Agencies' securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

VIII. INVESTMENT POLICY ADOPTION

The City of Farmers Branch investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed for effectiveness on an annual basis by the Investment Committee and any modifications will be recommended for approval to the City Council. The City Council shall review these investment policies and strategies not less than annually.

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Agencies: Federal agency securities.

Asked: The price at which securities are offered.

Bid: The price offered for securities.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Comprehensive Annual Financial Report (CAFR): The official annual report for the City of Farmers Branch. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S & L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

Federal Funds Rate: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

Federal National Mortgage Association (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open-market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party, and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SEC Rule 15C3-1: See uniform net capital rule.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bond: Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes: Intermediate term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price of the security. (b) **Net Yield** or **Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.



City of Farmers Branch

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

Staff Report

File Number: R2016-076

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.4

Consider approving Resolution No. 2016-076 to amend a site plan located at 13800 Diplomat Drive; and take appropriate action.

BACKGROUND:

The applicant, Feizy Properties, is proposing to expand the existing warehouse building located east of Diplomat Drive. Currently the property has an existing one-story building located on the site. The building was used as the former IBM call center and has been vacant since 2013. The applicant manufactures and sells rugs to the design trade, as opposed to the general public. They are staying in their traditional Dallas location on Stemmons Freeway, but hoping to redevelop the Farmers Branch property for additional storage and warehouse space.

DISCUSSION:

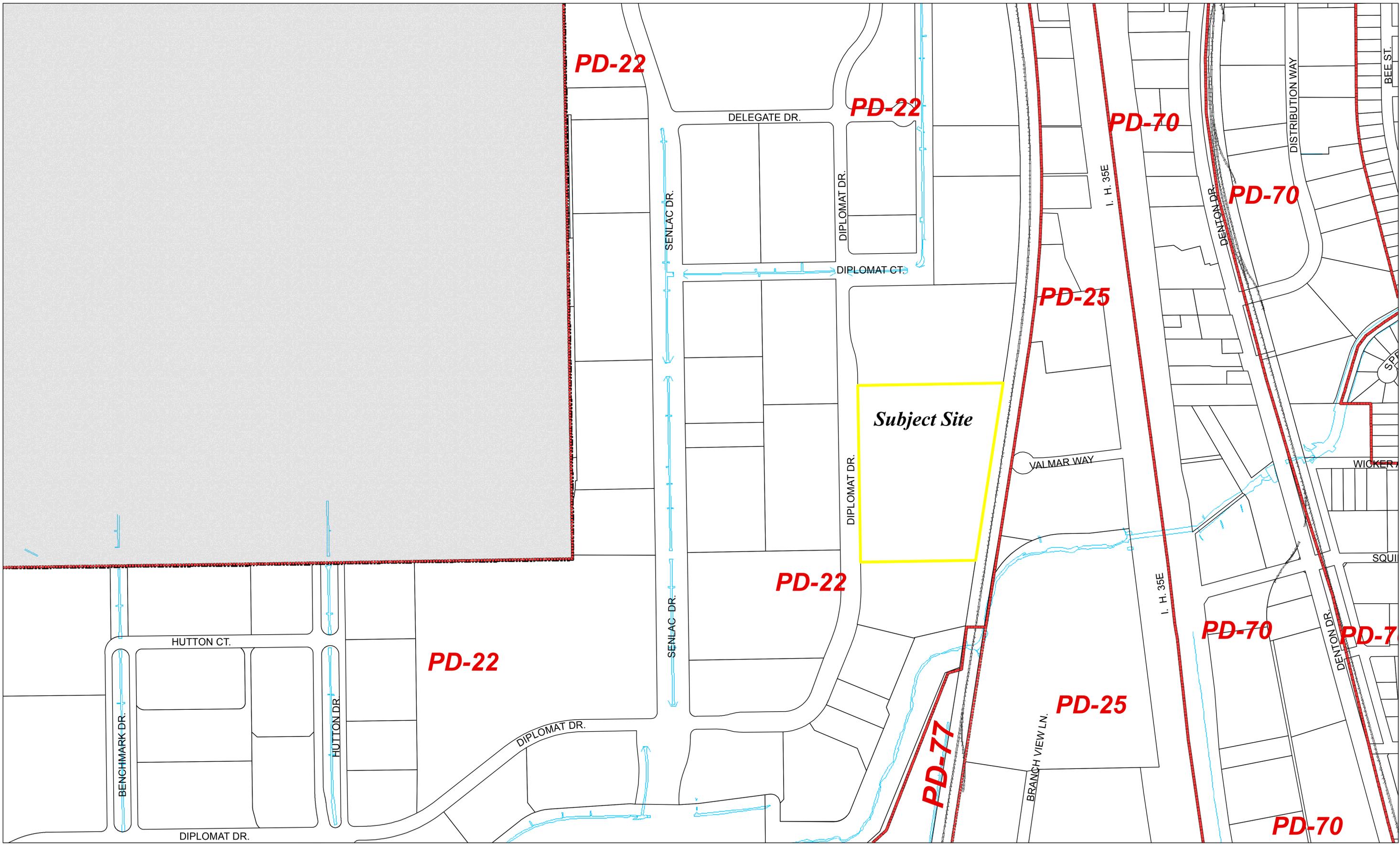
The applicant, Feizy Properties, has proposed expansion of the existing warehouse building located on the site. The additional space is needed to convert the floor area into racked rug storage. The site is currently zoned Planned Development District No. 22 (PD-22) which was designed to accommodate small to moderate scale industrial and commercial businesses and to minimize any conflict between the non-residential and residential uses.

RECOMMENDATION:

On August 8th, the Planning and Zoning Commission recommended approval of the Detailed Site Plan as described in the Resolution No. 2016-076

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Resolution No. 2016-076
5. Site Photographs



16-SP-09 - Location Map

13800 Diplomat Dr.

-  Zoning District Boundary
-  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.





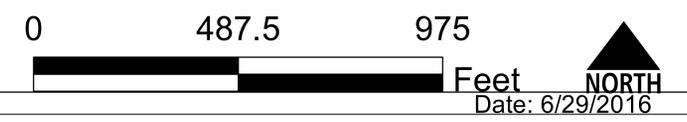
16-SP-09 - Aerial Map

13800 Diplomat Dr.

-  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.





Information MEMORANDUM

TO: Mayor and City Council
FROM: Charles Cox
City Manager
DATE: August 31, 2016
SUBJECT: Proposed Resolution No. 2016-076 to approve a Detailed Site Plan for a warehouse building

Existing Conditions:

The applicant, Feizy Properties, is proposing to expand the existing warehouse building located east of Diplomat Drive. Currently the property has an existing one-story building located on the site. The building was used as the former IBM call center and has been vacant since 2013.

The overall site is approximately 13 acres. The property is zoned Planned Development No. 22 (PD-22), 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. Any modifications to the existing site plan requires an amendment. The site is primarily bounded by light industrial and commercial uses. (See Location Map)

The applicant manufactures and sells rugs to the design trade, as opposed to the general public. They are staying in their traditional Dallas location on Stemmons Freeway, but hoping to redevelop the Farmers Branch property for additional storage and warehouse space.

Site Design:

Feizy Properties is expanding their business with the acquisition of a 225,106 square-foot existing building (180,156 square feet of first floor space and 44,950 square feet of mezzanine). The applicant is proposing adding approximately 59,815 square feet of footprint to the northeast corner of the existing building. The total footprint of the expanded building would be approximately 239,971 square feet which equals a lot coverage of 42%. (See Site Plan)

The building will contain both warehouse, storage and office space. The proposed building will contain approximately 239,971 square feet of warehouse and 44,950 square feet of office space. The largest portion of the building will be used to store their rugs and supplies.

Elevations:

The facade of the addition will match the existing building and will be a combination of brick and stucco. The exterior of this building will be approximately 75% masonry material. (See Elevations)

Landscaping and Open Space:

The applicant has proposed to provide additional ground cover in all of the parking islands as well as improve the berm with a combination of shrubs, ground cover and mulch, located along Diplomat Drive. An automatic irrigation system will be expanded to accommodate the additional landscaping.

Parking:

Based on the proposed use of this office/warehouse building, the need for employee and visitor parking on the site will be minimal. The existing site has 530 parking spaces. Only 150 parking spaces are required for this new use.

The modifications to the building and the site plan will involve adding a new fire lane. The applicant will add pavement to the northeast corner of the property and also repair the remainder of the pavement where needed.

Signage:

The applicant plans to add two signs on the existing plaques at the northwest and southwest corners of the property next to each entrance. They are also proposing one wall sign located on the western elevation, at the entrance to the business. The proposed signage is 54 square feet (18x3) in size and complies with the city's sign regulations.

Possible Council Action:

1. I move to adopt Resolution No. 2016-076.
2. I move to adopt Resolution No. 2016-076 with the following modification(s)...
3. I move to table the item or take no action.



RESOLUTION NO. 2016-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING A DETAILED SITE PLAN, INCLUSIVE OF BUILDING ELEVATIONS, FOR LOT 1, BLOCK 1, DIPLOMAT BUSINESS CENTER, CITY OF FARMERS BRANCH, TEXAS (ALSO KNOWN AS 13800 DIPLOMAT) LOCATED IN PLANNED DEVELOPMENT NO. 22 (PD-22); 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 1, Diplomat Business Center, an addition to the City of Farmers Branch, Dallas County, Texas, according to the plat thereof recorded as Instrument No. 200503534636, Official Public Records, Dallas County, Texas (“the Property”), which is located in; 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, 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 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. Elevations as shown in Exhibit “B;”

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 6TH DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

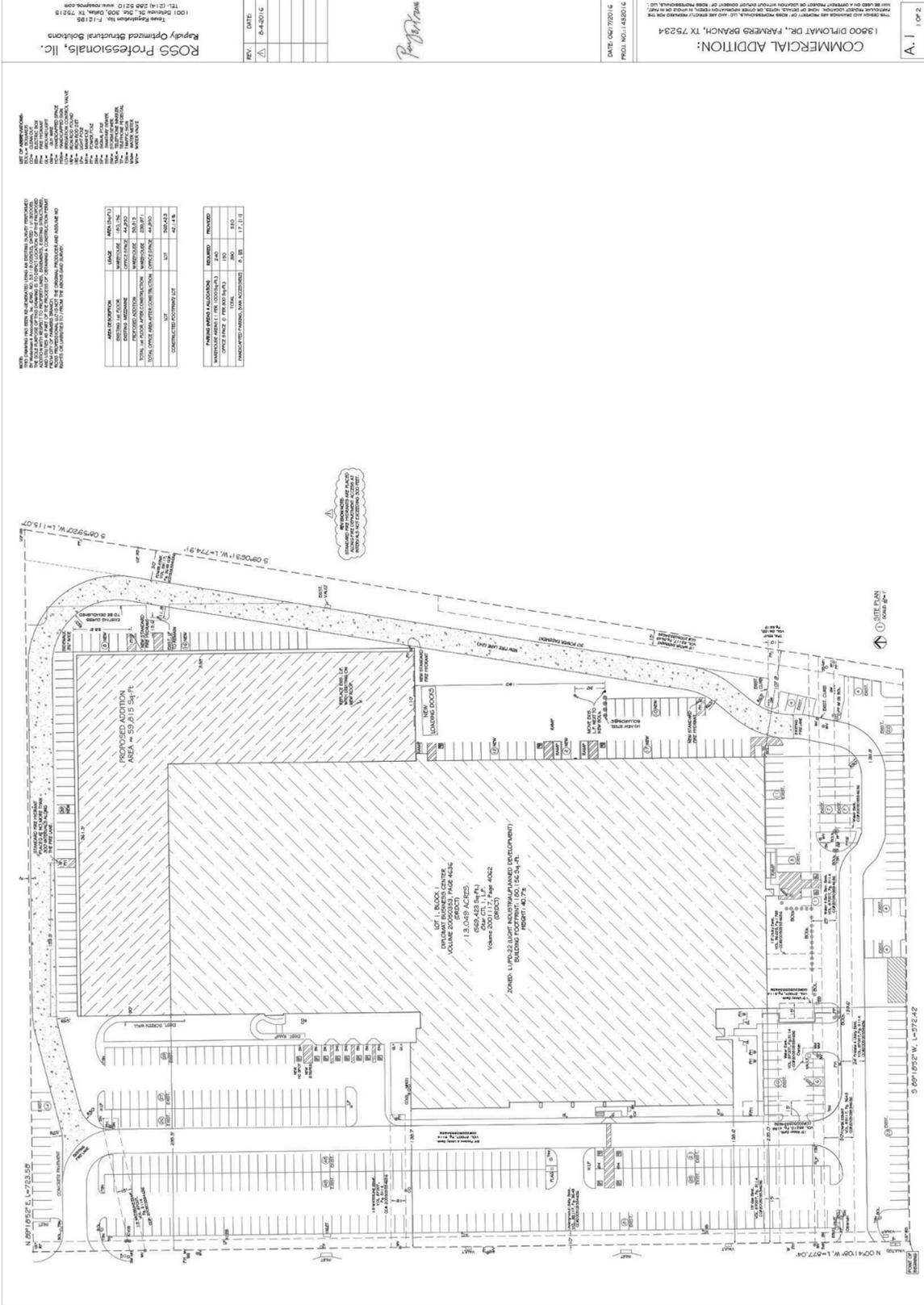
Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/26/16:78596)

Resolution No. 2016-076 Exhibit "A" – Detailed Site Plan



NOTES: THE OWNER HAS BEEN RECOMMENDED TO OBTAIN ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION. THE LOCAL JURISDICTION SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION.

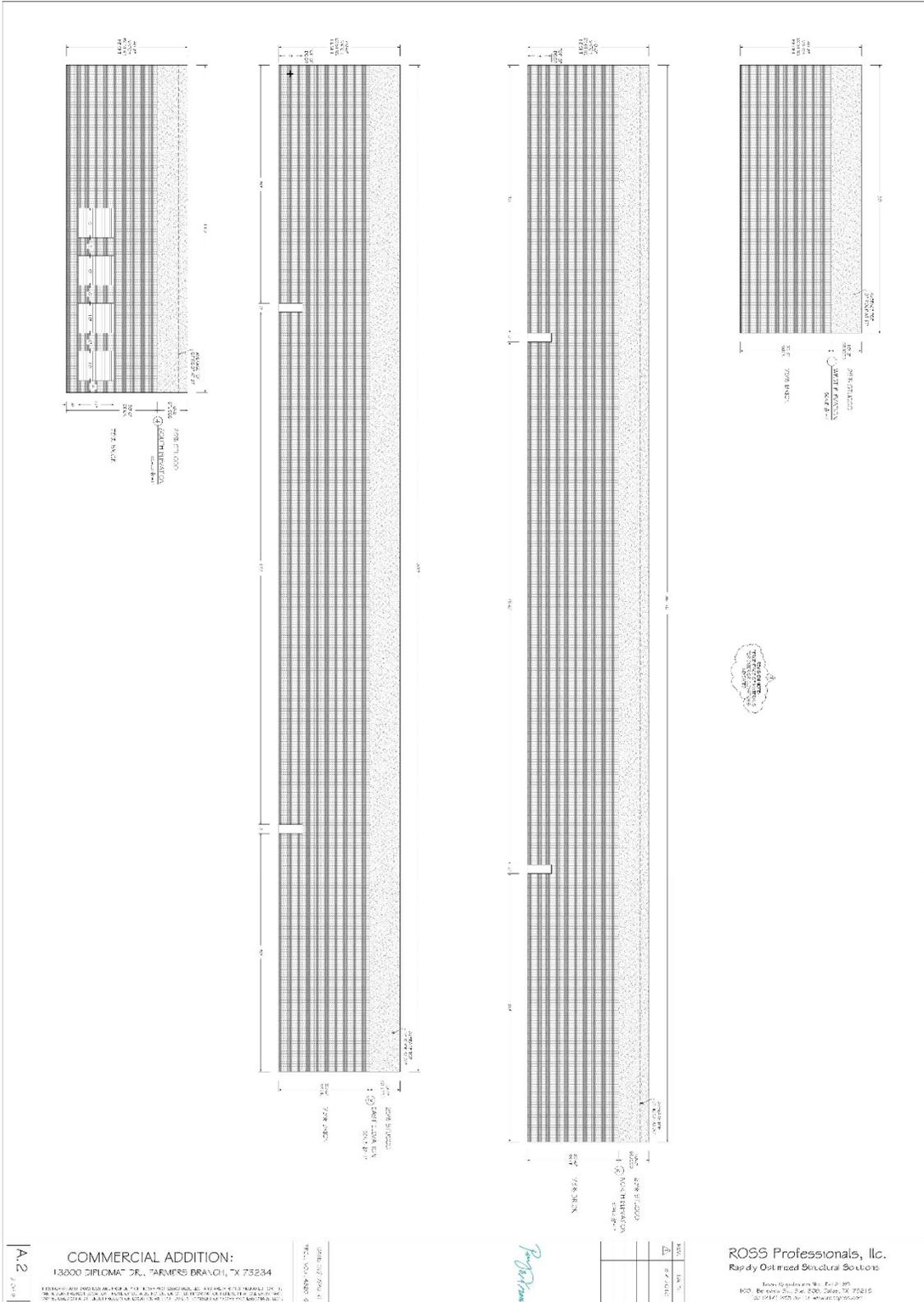
NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY DESIGN	08/11/16	ROSS
2	FINAL DESIGN	08/11/16	ROSS
3	CONSTRUCTION PERMITS	08/11/16	ROSS
4	CONSTRUCTION	08/11/16	ROSS
5	COMPLETION	08/11/16	ROSS

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY DESIGN	08/11/16	ROSS
2	FINAL DESIGN	08/11/16	ROSS
3	CONSTRUCTION PERMITS	08/11/16	ROSS
4	CONSTRUCTION	08/11/16	ROSS
5	COMPLETION	08/11/16	ROSS

ROSS PROFESSIONALS, LLC
10011 DREWES DR., SUITE 200, DALLAS, TX 75243
TEL: (214) 228-5210 www.rosspros.com

DATE: 08/11/16
REV: 1
PROJECT: 13000 DIPLOMAT DR., FARMERS BRANCH, TX 75234
COMMERCIAL ADDITION:
13000 DIPLOMAT DR., FARMERS BRANCH, TX 75234
ROSS PROFESSIONALS, LLC
10011 DREWES DR., SUITE 200, DALLAS, TX 75243
TEL: (214) 228-5210 www.rosspros.com

Resolution No. 2016-076 Exhibit "B" – Elevations



A2
1/2" = 1'-0"

COMMERCIAL ADDITION:
13300 DIPLOMAT DR., FARMERS BRANCH, TX 75224

DATE: 07/20/2016
PROJECT: 13300 DIPLOMAT DR.

Professional Seal

NO.	DATE
1	07/20/16

ROSS Professionals, llc.
Rapidly Optimized Structural Solutions

13300 Diplomat Dr., Suite 200
Farmers Branch, TX 75224
214-771-9255 or www.rosspros.com

Existing Photographs







City of Farmers Branch

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

Staff Report

File Number: R2016-077

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.5

Consider approving Resolution No. 2016-077 authorizing the City Manager to approve the purchase of four replacement utility body trucks for Parks and Recreation Department and Public Works Department in an amount not to exceed \$187,482 from Silsbee Ford through the Buy Board Cooperative purchase agreement; and take appropriate action.

BACKGROUND:

The FY2015-16 Fixed Asset Fund for vehicle/equipment replacement includes the replacement four (4) utility body trucks for the Parks and Recreation Department and Public Works Department. The four utility body trucks meet the recommended replacement criteria based on life cycle costs, age, and utilization and supports the Infrastructure and Assets Guiding Principle.

DISCUSSION:

The City of Farmers Branch requested a quotation from the Buy Board Cooperative. City Administration evaluated the quotations as to meeting specifications and desire to award the purchase of the four replacement utility body trucks to Silsbee Ford.

The FY2015-16 budget amount for the four utility body trucks is \$189,000. The quotations came in at \$187,482.

RECOMMENDATION:

City Administration recommend approval of the purchase of four utility body trucks from Silsbee Ford through the Buy Board Cooperative budgeted in the FY2015-16 Budget.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution 2016-077 authorizing the City Manager to approve the purchase of four replacement utility body trucks in the total amount of \$187,482.
2. I move to approve Resolution 2016-077 authorizing the City Manager to approve the purchase of four replacement utility body trucks in the total amount of \$187,482, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-077
2. Information Memorandum to Council
3. Vehicle quote information



RESOLUTION NO. 2016-077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE PURCHASE OF FOUR UTILITY BODY TRUCKS FOR PARKS AND RECREATION DEPARTMENT AND PUBLIC WORKS DEPARTMENT IN THE TOTAL AMOUNT OF \$187,482 FROM SILSBEE FORD THROUGH THE BUY BOARD COOPERATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the FY 2015-16 Fixed Asset budget includes \$189,000 for the purchase of four (4) utility body trucks; and

WHEREAS, City staff prepared specifications and requested a quotation from the Buy Board Cooperative; and

WHEREAS, having evaluated the quotations received and determining vehicles meeting specifications can be purchased from Silsbee Ford through the City's cooperative purchasing program with the Buy Board Cooperative for the amount of \$187,482; the City administration recommends such purchase; and

WHEREAS, the City Council of the City of Farmers Branch, finds it to be in the public interest to purchase the utility body trucks from Silsbee Ford through the Buy Board Cooperative;

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 purchase, on behalf of the City, four (4) utility body trucks from Silsbee Ford through the City's cooperative purchasing agreement with the Buy Board Cooperative in an amount not to exceed \$187,482.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 6TH DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney



INFORMATION MEMORANDUM

TO: Mayor and City Council

FROM: Kevin Muenchow, Fleet and Facilities Director

DATE: September 6, 2016

SUBJECT: Purchase of Sedans

The FY2015-16 Fixed Asset Fund includes the replacement of one utility body truck for the Parks and Recreation Department and three utility body trucks for the Public Works Department. The four utility body trucks being replaced meet the recommended replacement criteria based on life cycle costs, age, and utilization and supports the Infrastructure and Assets Guiding Principle.



**pictures are a representation of a utility body truck and does not reflect the exact Configuration for each truck.

The information on the units being replaced is as follows:

Unit 51070

- 2003 Ford F-250 Extended Cab Truck
- Purchase Price \$21,048
- Total life to date maintenance and repair costs as of Aug 18, 2016 - \$28,292

Unit 27560

- 2004 Ford F-350 Crew Cab Utility Body Truck
- Purchase Price \$34,379
- Total life to date maintenance and repair costs as of Aug 18, 2016 - \$32,536

Unit 86300

- 2004 Ford F-350 Extend Cab Utility Body Truck
- Purchase Price \$31,793
- Total life to date maintenance and repair costs as of Aug 18, 2016 - \$49,819

Unit 86101

- 2006 Ford F-350 Extended Cab Utility Body Truck
- Purchase Price \$33,066
- Total life to date maintenance and repair costs as of Aug 18, 2016 - \$38,205

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FARMERS BRANCH
 Contact: KEVIN MUENCHOW 972.623.7714
 Phone/email: KEVIN.MUENCHOW@FARMERSBRANCHTX.GC
 Product Description: 2017 FORD F350

Prepared by: RICHARD HYDER
 Phone: (409) 300-1385
 Email: ryder.cowboyfleet@gmail.com
 Date: August 8, 2016

A. Bid Series: 114 A. Base Price: \$ 22,220.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
X3E	F350 EXTENDED CAB SRW 60" CA	\$ 5,400.00			
996	6.2L V8 GAS	\$ -			
52B	TRAILER BRAKE CONTROLLER	\$ 259.00			
90L	POWER EQUIPMENT GROUP	\$ 1,058.00		UNIT #86300	
Z1	EXTERIOR--WHITE	\$ -			
AS	INTERIOR--40/20/40 VINYL	\$ -			
HIT	KNAPHEIDE 7108J SERVICE BODY,	\$ 15,795.00			
	PIPE RACK, AIR COMPRESSOR,				
	DES07111602REV				

Total of B. Published Options: \$ 22,512.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= %

Options	Bid Price	Options	Bid Price
LEGAL TINT	\$ 195.00		

Total of C. Unpublished Options: \$ 195.00

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: _____ \$ -
- J. Additional Delivery Charge: 292 miles \$ 511.00
- K. Subtotal: \$ 45,438.00
- L. Quantity Ordered 1 x K = \$ 45,438.00
- M. Trade in: _____
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ -
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 45,438.00

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FARMERS BRANCH
 Contact: KEVIN MUENCHOW 972.623.7714
 Phone/email: KEVIN.MUENCHOW@FARMERSBRANCHTX.GC
 Product Description: 2017 FORD F350

Prepared by: RICHARD HYDER
 Phone: (409) 300-1385
 Email: rhyder.cowboyfleet@gmail.com
 Date: August 8, 2016

A. Bid Series: 114

A. Base Price: \$ **22,220.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W3G	F350 CREW CAB DRW 60" CA	\$ 6,565.00			
996	6.2L V8 GAS	\$ -			
52B	TRAILER BRAKE CONTROLLER	\$ 259.00		STREET DIVISION #27560	
90L	POWER EQUIPMENT GROUP	\$ 1,058.00			
Z1	EXTERIOR--WHITE	\$ -			
AS	INTERIOR--40/20/40 VINYL	\$ -			
HIT	KNAPHEIDE 7108D54J SERVICE	\$ 12,403.00			
	BODY TO CUST SPEC				
	DES07111601REV				
Total of B. Published Options:					\$ 20,285.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= %

Options	Bid Price	Options	Bid Price
LEGAL TINT	\$ 195.00		
Total of C. Unpublished Options:			\$ 195.00

D. Pre-delivery Inspection:		\$ -
E. Texas State Inspection:		\$ -
F. Manufacturer Destination/Delivery:		\$ -
G. Floor Plan Interest (for in-stock and/or equipped vehicles):		\$ -
H. Lot Insurance (for in-stock and/or equipped vehicles):		\$ -
I. Contract Price Adjustment:		\$ -
J. Additional Delivery Charge:	<u>292</u> miles	\$ 511.00
K. Subtotal:		\$ 43,211.00
L. Quantity Ordered	<u>1</u> x K =	\$ 43,211.00
M. Trade in:		
N. BUYBOARD Administrative Fee (\$400 per purchase order)		\$ -
O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE		\$ 43,211.00

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks
 VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FARMERS BRANCH Prepared by: RICHARD HYDER
 Contact: KEVIN MUENCHOW 972.623.7714 Phone: (409) 300-1385
 Phone/email: KEVIN.MUENCHOW@FARMERSBRANCHTX.GC Email: rhyder_cowboyfleet@gmail.com
 Product Description: 2017 FORD F-SUPER DUTY Date: August 8, 2016

A. Bid Series: 117 A. Base Price: \$ **29,426.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W4G	CREW CAB DRW 60" CA	\$ 5,975.00			
99S	6.8L V10 GAS	\$ -			
52B	TRAILER BRAKE CONTROLLER	\$ 259.00		UTILITIES DIVISION	
90L	POWER EQUIPMENT GROUP	\$ 1,058.00		UNIT 86101	
Z1	EXTERIOR--WHITE	\$ -			
AS	INTERIOR--40/20/40 VINYL	\$ -			
HIT	KNAPHEIDE 6108D54J BODY, OH	\$ 17,105.00			
	RACK, IR COMPRESSOR, OXY/ACT				
	RACK PER DES07111604REV2				

Total of B. Published Options: \$ **24,397.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] \$= 0 %

Options	Bid Price	Options	Bid Price
LEGAL TINT	\$ 195.00		

Total of C. Unpublished Options: \$ **195.00**

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: _____
- J. Additional Delivery Charge: 292 miles \$ **511.00**
- K. Subtotal: \$ **54,529.00**
- L. Quantity Ordered 1 x K = \$ **54,529.00**
- M. Trade in: _____
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ -
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ **54,529.00**

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF FARMERS BRANCH
 Contact: KEVIN MUENCHOW 972.623.7714
 Phone/email: KEVIN.MUENCHOW@FARMERSBRANCHTX.GC
 Product Description: 2017 FORD F350

Prepared by: RICHARD HYDER
 Phone: (409) 300-1385
 Email: rhyder.cowboyfleet@gmail.com
 Date: August 8, 2016

A. Bid Series: 114 A. Base Price: \$ 22,220.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W3E	F350 CREW CAB SRW 60" CA	\$ 6,265.00			
996	6.2L V8 GAS	\$ -			
52B	TRAILER BRAKE CONTROLLER	\$ 259.00		PARK MAINTENANCE DIVISION	
90L	POWER EQUIPMENT GROUP	\$ 1,058.00		UNIT 51070	
Z1	EXTERIOR--WHITE	\$ -			
AS	INTERIOR--40/20/40 VINYL	\$ -			
HIT	KNAPHEIDE 6108J SERVICE	\$ 12,806.00			
	BODY TO CUST SPEC W/ OVERHEAD				
	PIPE RACK PER DES07111603				
Total of B. Published Options:					\$ 20,388.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= %

Options	Bid Price	Options	Bid Price
LEGAL TINT	\$ 195.00		
PARTS/SERVICE MANUALS ON CD FOR F350	\$ 295.00		
PARTS/SERVICE MANUALS ON CD FOR F450	\$ 295.00		
Total of C. Unpublished Options:			\$ 785.00

- D. Pre-delivery Inspection: \$ -
- E. Texas State Inspection: \$ -
- F. Manufacturer Destination/Delivery: \$ -
- G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
- H. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
- I. Contract Price Adjustment: \$ -
- J. Additional Delivery Charge: 292 miles \$ 511.00
- K. Subtotal: \$ 43,904.00
- L. Quantity Ordered 1 x K = \$ 43,904.00
- M. Trade in: \$
- N. BUYBOARD Administrative Fee (\$400 per purchase order) \$ 400.00
- O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE \$ 44,304.00



City of Farmers Branch

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

Staff Report

File Number: R2016-079

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.6

Consider approving Resolution No. 2016-079 authorizing the purchase of replacement office furniture for Community Services Department from Wilson Office Interiors through the State of Texas Multiple Award Schedule; and take appropriate action.

BACKGROUND:

The Community Services 2015-16 Operating Budget Fund includes the replacement of City Hall Community Services cubicles and office furniture as a part of the City Hall renovation project. City Hall is over 25 years old and is being renovated, supporting the City of Farmers Branch Guiding Principles.

DISCUSSION:

The City of Farmers Branch requested a quotation from the State of Texas Multiple Award Schedule. City Administration evaluated the quotations as to meeting specifications and desires to award the purchase of the replacement cubicles and office furniture to Wilson Office Interiors.

The Community Services 2015-16 Operating Budget Fund has allocated \$85,100 for this purpose.

RECOMMENDATION:

City Administration recommends approving Resolution No. 2016-079 authorizing the purchase of replacement cubicles and office furniture for Community Services in the total amount of not to exceed \$80,000.00 from Wilson Office Interiors through the State of Texas Multiple Award Schedule.

POSSIBLE COUNCIL ACTION:

1. Motion to approve Resolution No. 2016-079 authorizing the purchase of replacement cubicles and office furniture for Community Services in the total amount of \$80,000 from Wilson Office Interiors through the State of Texas Multiple Award Schedule.
2. Motion to approve Resolution No. 2016-079 authorizing the purchase of replacement cubicles and office furniture for Community Services in the total amount of \$80,000 from Wilson Office Interiors through the State of Texas Multiple Award Schedule with modifications.
3. Motion to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-079



RESOLUTION NO. 2016-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE PURCHASE OF REPLACEMENT CUBICLES AND OFFICE FURNITURE FOR COMMUNITY SERVICES DEPARTMENT FROM WILSON OFFICE INTERIORS THROUGH THE STATE OF TEXAS MULTIPLE AWARD SCHEDULE IN THE TOTAL AMOUNT OF \$80,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 2015-16 Community Services Operating budget provides \$85,100 for the purchase of replacement cubicles and office furniture for Community Services Department located at City Hall; and

WHEREAS, City Administration prepared specifications and requested a quotation from the State of Texas Multiple Award Schedule; and

WHEREAS, having evaluated the quotation received and determining the cubicles and office furniture meeting specifications can be purchased from Wilson Office Interiors through the City's cooperative purchasing agreement with the State of Texas Multiple Award Schedule for the maximum amount of \$80,000; and

WHEREAS, City Administration recommends such purchase of replacement cubicles and office furniture from Wilson Office Interiors in the amount not to exceed \$80,000; and

WHEREAS, the City Council of the City of Farmers Branch, finds it to be in the public interest to concur in such 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 purchase, on behalf of the City, replacement cubicles and furniture from Wilson Office Interiors through the City's cooperative purchasing agreement with State of Texas Multiple Award Schedule in an amount not to exceed \$80,000.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 6 DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:2/24/16:75705)



City of Farmers Branch

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

Staff Report

File Number: R2016-080

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.7

Consider approving Resolution No. 2016-080 allowing a “Temporary Carnival” per Ordinance No. 1770 for the Mary Immaculate Catholic Church Annual Parish Fall Festival, located at 2800 Valwood Parkway, to be held on September 30, 2016 and October 1, 2016; and take appropriate action.

BACKGROUND:

Ordinance No. 1770 allows a “Temporary Carnival or Circus” in all zoning districts if prior approval is granted by passage of a resolution of the City Council for such use.

Attached is a request submitted by Father Michael Forge with the Mary Immaculate Catholic Church, located at 2800 Valwood Parkway, requesting permission to host their 13th Annual Parish Fall Festival to be held on September 30, 2016 and October 1, 2016, which will include the use of an outdoor amplified PA system.

DISCUSSION:

Last year, approval was granted to host the Fall Festival, with a provision in the resolution allowing for the use of an outdoor amplified PA system until 9:00 p.m. on Friday, and until 9:00 p.m. on Saturday. The same provision has been included in the proposed resolution. This provision does not allow the event to violate the City’s Noise Ordinance, which provides that “no person shall make or cause to be made any unreasonably loud, disturbing and unnecessary noise in the City which is offensive to the ordinary sensibilities of the inhabitants of the city...”

RECOMMENDATION:

City Administration recommends adopting Resolution No. 2016-080 allowing a “Temporary Carnival” per Ordinance No. 1770 for the Mary Immaculate Catholic Church Annual Parish Fall Festival, located at 2800 Valwood Parkway, to be held on September 30, 2016 and October 1, 2016.

ACTIONS:

- 1) Motion to approve Resolution No. 2016-080 allowing a “Temporary Carnival” per Ordinance No. 1770 for the Mary Immaculate Catholic Church Annual Parish Fall Festival, located at 2800 Valwood Parkway, to be held on September 30, 2016 and October 1, 2016.
- 2) Motion to deny Resolution No. 2016-080 allowing a “Temporary Carnival” per Ordinance No. 1770 for the Mary Immaculate Catholic Church Annual Parish Fall Festival, located at 2800 Valwood Parkway, to be held on September 30, 2016 and October 1, 2016.

- 3) Motion to modify to meet the needs of the Council.
- 4) Motion to table the issue for further study or take no action.

ATTACHMENTS:

1. Request from Mary Immaculate
2. Resolution No. 2016-080



Mary Immaculate Catholic Church

May 13, 2016

City of Farmers Branch

DELIVERED ELECTRONICALLY

Dear Farmers Branch City Council:

Mary Immaculate Catholic Church, established in 1956 in Farmers Branch, once again humbly seeks your approval permitting us to host our now 13th Annual Parish Fall Festival from 6:00 p.m. to 10:00 p.m. on the evening of September 30th and then again on Saturday October 1st beginning with breakfast sales from 8:00 am to 10:00 am and continuing with festival rides and food sales from 10:00 a.m. to 9:00 p.m. that day.

Last year we incorporated a new attraction, a zip-line, into the event. While the zip-line can extend up to 200', we were limited in the size to completely fit within the parking area without obstructing the fire lane. To take full advantage of the length of this feature this year, we are asking for a variance allowing us to use the fire lane on the far east side of the parking lot. This would still leave the fire lane closest to the church structures open for emergency purposes. Emergency equipment would be able to access the area from both the Valwood Parkway entrance, two entrances on Longmeade Drive (the primary access points) and the exit lane on Dennis Lane.

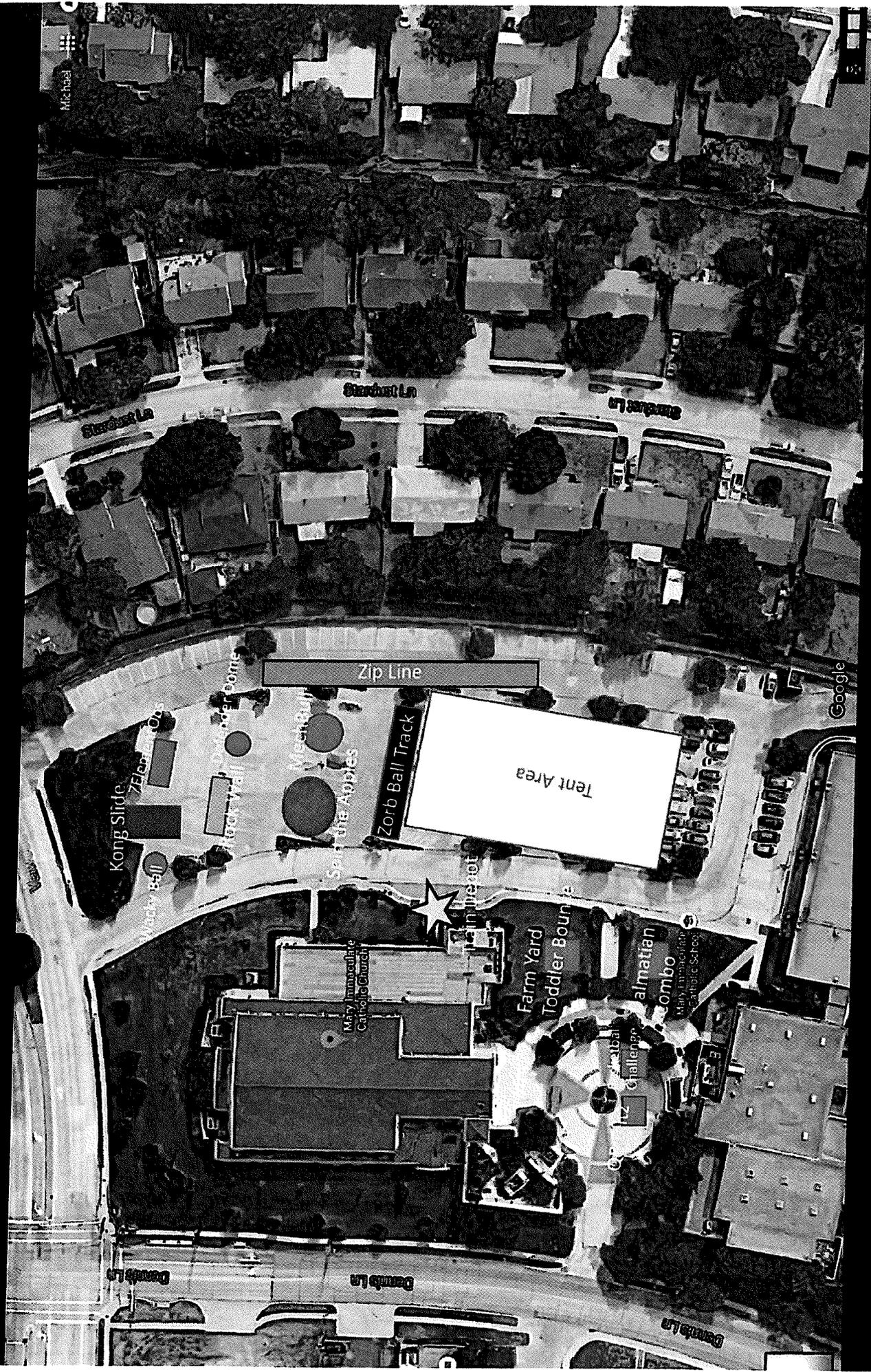
The Parish Fall Festival continues to provide our church the opportunity to come together and offer food, rides, entertainment and fellowship for people of all ages, races, creeds and socioeconomic backgrounds, reaching out to members of the larger Farmers Branch community and surrounding areas. Last year, you graciously and unanimously approved our request to host the Fall Festival. The event was a huge success. Thank you for your confidence in our ability to manage the event in a fashion to serve and accommodate our entire community with little disruption to our neighbors. We have strived to keep the volume of the outside performances to a decent and acceptable level and will do so again this year.

Once again, I am asking that you please grant permission for us to continue offering our Festival including the use of an outside PA system for announcements, music and entertainment and a variance for the use of the east fire lane for the zip-line attraction.

If you have any questions, or need further clarification, please feel free to contact me.

Sincerely,

Rev. Michael D. Forge, Pastor



Michael

Stardust Ln

Stardust Ln

Stardust Ln

Kong Slide

Monkey Ball

Monkey Wall

Monkey Borne

Zip Line

Sent the Apples

Mischief

Zorb Ball Track

Tent Area

Mary Immaculate Catholic Church

Farm Yard

Toddler Bounce

almatian Combo

Challenge

Mary Immaculate Catholic School

Main Street

Denby Ln

Denby Ln

Denby Ln

Google



RESOLUTION NO. 2016-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ALLOWING A “TEMPORARY CARNIVAL OR CIRCUS” USE WITH CONDITIONS FROM SEPTEMBER 30, 2016 THROUGH OCTOBER 1, 2016, ON PROPERTY LOCATED AT 2800 VALWOOD PARKWAY, FARMERS BRANCH, TEXAS, TO MARY IMMACULATE CATHOLIC CHURCH FOR THE PURPOSE OF HOLDING ITS 2016 ANNUAL FALL FESTIVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mary Immaculate Catholic Church, located on property at 2800 Valwood Parkway, Farmers Branch, Texas, (hereinafter, the “Property”) desires to hold a 2016 Annual Fall Festival on the Property from September 30, 2016 through October 1, 2016, to include food, carnival rides and outdoor and indoor music entertainment; and

WHEREAS, the proposed 2016 Annual Fall Festival activities are considered a “Temporary Carnival or Circus” use under the City’s Comprehensive Zoning Ordinance, said use being allowed in all zoning districts with prior approval of the City Council; and

WHEREAS, the City Council of the City of Farmers Branch, desires to allow a “Temporary Carnival or Circus” use with as requested.

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

SECTION 1. A “Temporary Carnival or Circus” shall be permitted September 30, 2016 through October 1, 2016 on property located at 2800 Valwood Parkway, Farmers Branch, Texas, (hereinafter, the “Property”) to Mary Immaculate Catholic Church for the purpose of holding its 2016 Annual Fall Festival.

SECTION 2. The “Temporary Carnival or Circus” use on the subject Property shall be permitted only in accordance with, and subject to, the following conditions:

- A. “Temporary Carnival or Circus” use on the subject Property is granted herein from September 30, 2016 through October 1, 2016;
- B. Mary Immaculate Catholic Church shall obtain all necessary permits required by the City of Farmers Branch or any other regulatory governmental authority prior to September 30, 2016, for the activities proposed for the 2016 Annual Fall Festival;
- C. Use of an outdoor amplified PA system shall be permitted on the subject Property on Friday, September 30, 2016, for the purpose of announcements and outdoor amplified music until 9:00 p.m. There shall be no outdoor amplified music on September 30, 2016, after 9:00 p.m.;

- D. Use of an outdoor amplified PA system shall be permitted on the subject Property on Saturday, October 1, 2016 for the purpose of announcements and outdoor amplified music until 9:00 p.m. There shall be no outdoor amplified music on October 1, 2016 after 9:00 p.m.; and
- E. No authority granted herein shall exempt any person from obeying the City of Farmers Branch Code of Ordinances regulating noise within the City of Farmers Branch, nor shall any authority granted herein supersede the Farmers Branch Police Department's authority and discretion to enforce said ordinances.

SECTION 3. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 6th DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/18/16:78383)



City of Farmers Branch

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

Staff Report

File Number: R2016-081

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.8

Consider approving Resolution No. 2016-081 authorizing the purchase of audio equipment and implementation services for City Council Chambers in an amount not to exceed \$64,000 from Lantek Audio, Video & Communications, utilizing The Cooperative Purchasing Network (TCPN) contract pricing for audio equipment and supplies; and take appropriate action.

BACKGROUND:

This implementation is part of a multi-year plan to upgrade the existing audio and video technology utilized in the city council chambers. Most of the technology being utilized in the council chambers has been in place since 1989 and has far exceeded its anticipated useful life. This particular project involves the upgrade of the audio equipment and replacement of the existing podium. Future phases will include the upgrade and replacement of the video, lighting and control systems.

DISCUSSION:

This project is a combination of audio equipment purchases and implementation services, as approved in the fiscal year 2015-16 budget.

RECOMMENDATION:

Staff recommends approving Resolution No. 2016-081 authorizing the purchase of audio equipment, and implementation services in an amount not to exceed \$64,000, including contingencies, from Lantek Audio, Video & Communications utilizing The Cooperative Purchasing Network (TCPN) contract pricing for audio equipment and supplies.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-081 authorizing the purchase of audio equipment, and implementation services in an amount not to exceed \$64,000 from Lantek Audio, Video & Communications, utilizing The Cooperative Purchasing Network (TCPN) contract pricing for audio equipment and supplies.
2. I move to approve Resolution No. 2016-081 authorizing the purchase of audio equipment, and implementation services in an amount not to exceed \$64,000 from Lantek Audio, Video & Communications, utilizing The Cooperative Purchasing Network (TCPN) contract pricing for audio equipment and supplies with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-081

2. Chambers Audio proposal



RESOLUTION NO. 2016-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE PURCHASE OF AUDIO EQUIPMENT AND IMPLEMENTATION SERVICES FOR CITY COUNCIL CHAMBERS FROM LANTEK AUDIO, VIDEO, AND COMMUNICATIONS, UTILIZING THE COOPERATIVE PURCHASING NETWORK (TCPN) CONTRACT PRICING FOR AUDIO EQUIPMENT AND SUPPLIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmers Branch, Texas, pursuant to the authority granted by Section 271.081 – 271.083 Local Government Code, V.T.C.A., desires to participate in the described purchasing programs of The Cooperative Purchasing Network (TCPN) for the procurement of audio systems and implementation services; and

WHEREAS, the Fiscal Year 2015-2016 budget includes a fixed asset for audio upgrades of equipment and implementation services; and

WHEREAS, City Administration prepared specifications and requested vendor quotations utilizing The Cooperative Purchasing Network (TCPN) contract; and

WHEREAS, City Administration has determined that the equipment which meets specifications can be purchased from Lantek, Audio, Video, and Communications, through The Cooperative Purchasing Network (TCPN) in an amount not to exceed \$64,000.00; and

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to purchase the above described equipment and services.

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 take such action as necessary to purchase equipment and implementation services from Lantek, Audio, Video, and Communications in an amount not to exceed \$64,000.00 through the City's cooperative purchasing agreement with The Cooperative Purchasing Network (TCPN), including any change orders requiring an increase in the contract price subject to availability of current funds.

SECTION 2. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 6th DAY OF SEPTEMBER, 2016.

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/26/16:78610)

APPROVED:

Bob Phelps, Mayor



2780 N. Great Southwest Pkwy. Grand Prairie, TX 75050
 Office: 972-642-9994 Fax: 972-642-9993
<http://www.lantekcommunications.com>

Farmers Branch Audio Upgrade REV7 TCPN#R5192-TX-11403

Qty	Description	Manufacturer	Part/Model No.	Each Price	Ext. Price
1	Removal of Old Equipment	LANtek1	LANtek1		
Stand Alone Large Audio Video Rack					
1	Stand Alone 44RU Rack with Rear Door. 32" D	Middle Atlantic	WRK-44SA-32	\$ 1,006.25	\$ 1,006.25
1	Fan Top, 380 CFM	Middle Atlantic	MW-4FT-380CFM	\$ 286.88	\$ 286.88
1	Rack Mount Power Distribution (8 Outlet)	Middle Atlantic	PD-915R	\$ 87.08	\$ 87.08
1	Power Strip, 20 Outlet, 15A	Middle Atlantic	PDT-2015C-NS	\$ 134.38	\$ 134.38
Audio Video Lectern					
1	Multi Media Lectern	VFI	PDVP5001	\$ 1,786.25	\$ 1,786.25
1	22" LCD Monitor	Dell	P2214H	\$ 217.50	\$ 217.50
1	HDMI Extender and Reciever	Crestron	HD-EXT3-C-B_SYSTEM	\$ 625.00	\$ 625.00
1	LCD Monitor Mount	VFI	PLM1022	\$ 136.25	\$ 136.25
1	Fully Digital Congress System Delegate Unit	Taiden	HCS-48U7DMICSPK	\$ 363.75	\$ 363.75
1	Multi-function Connector	Taiden	HCS-4340DU/50	\$ 426.25	\$ 426.25
1	Cable Well	Crestron	TT-101	\$ 281.25	\$ 281.25
Congress Microphones					
1	Fully Digital Congress System Main Unit	Taiden	HCS-4100MC/50	\$ 2,172.50	\$ 2,172.50
1	Fully Digital Congress System Chairman Unit	Taiden	HCS-48U7CMICSPK	\$ 396.25	\$ 396.25
8	Fully Digital Congress System Delegate Unit	Taiden	HCS-48U7DMICSPK	\$ 363.75	\$ 2,910.00
1	Multi-function Connector	Taiden	HCS-4340CU/50	\$ 426.25	\$ 426.25
7	Multi-function Connector	Taiden	HCS-4340DU/50	\$ 426.25	\$ 2,983.75
2	6-Pin Extension Cable 50 m (164 ft),	Taiden	CBL6PS-50	\$ 247.50	\$ 495.00
2	6-Pin Extension Cable 3 m (9.8 ft),	Taiden	CBL6PS-03	\$ 22.50	\$ 45.00
1	Premium Maintenance & Support Program 1-year	Taiden	MV-SLA-Gold	\$ 442.75	\$ 442.75
Wireless Microphones					
1	Wireless Receiver	Shure	ULXD4	\$ 868.75	\$ 868.75
1	Wireless Hand Held Transmitter	Shure	ULXD2/SM58	\$ 468.75	\$ 468.75
1	Wireless Belt Pack	Shure	ULXD1	\$ 437.50	\$ 437.50
1	Wireless Belt Pack Lav Microphone	Shure	WL185	\$ 103.75	\$ 103.75
1	Rack Mount Kit	Shure	UA507	\$ 21.25	\$ 21.25
Sound Reinforcement					
1	Digital Signal Processor	BSS	BLU-100	\$ 1,637.50	\$ 1,637.50
1	Digital Signal Processor Output Expander	BSS	BLU-BOB2	\$ 537.50	\$ 537.50
4	AcousticPerformance Series 15" Installation Loudspeaker	QSC	AP-5152	\$ 1,248.75	\$ 4,995.00
4	Custom Mounting	LANtek	Custom487	\$ 206.25	\$ 825.00
1	C28:4 (4 x 700 / 700 / 700 / 700 W)	Lab Gruppen	C28:4	\$ 2,697.50	\$ 2,697.50
1	C16:4 (4 x 300 / 400 / 400 / 400 W)	Lab Gruppen	C16:4	\$ 2,311.25	\$ 2,311.25
Control System					
1	Control System Processor	Crestron	CP3	\$ 1,125.00	\$ 1,125.00
1	10 Port Cisco Network Switch with POE	Cisco	SG300-10MPP-K9-NA	\$ 286.02	\$ 286.02
1	10" Touch Panel Controller	Crestron	TSW-1052-B-S	\$ 1,500.00	\$ 1,500.00
1	Table Top Kit	Crestron	TSW-1050-TTK	\$ 156.25	\$ 156.25
3	7" Touch Panel Controller	Crestron	TSW-752-B-S	\$ 1,000.00	\$ 3,000.00
2	Table Top Kit	Crestron	TSW-750-TTK	\$ 125.00	\$ 250.00
Assisted Listen					
1	Personal PA® Pro FM Assistive Listening System	Williams Sound	PPA 457 PRO	\$ 1,200.88	\$ 1,200.88
Spare					
1	Fully Digital Congress System Delegate Unit	Taiden	HCS-48U7DMICSPK	\$ 363.75	\$ 363.75
1	Multi-function Connector	Taiden	HCS-4340DU/50	\$ 426.25	\$ 426.25
Cable					
1.5	DigitalMedia 8G™ Cable, Plenum	Crestron	DM-CBL-8G-P-SP500	\$ 375.00	\$ 562.50
MATERIAL SUBTOTAL					\$ 38,996.74
MISCELLANEOUS					
1	General Supplies	1LANtek		\$ 974.92	\$ 974.92
1	Storage, Freight, Handling and Delivery	1LANtek		\$ 1,949.84	\$ 1,949.84
1	1 Year Service Warranty	1LANtek		\$ 731.19	\$ 731.19
MISCELLANEOUS SUBTOTAL					\$ 3,655.95



2780 N. Great Southwest Pkwy. Grand Prairie, TX 75050
 Office: 972-642-9994 Fax: 972-642-9993
<http://www.lantekcommunications.com>

Farmers Branch Audio Upgrade REV7 TCPN#R5192-TX-11403

Qty	Description	Manufacturer	Part/Model No.	Each Price	Ext. Price
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LABOR

1 Lt	Installation Technician	1LANtek		\$ 7,150.00	\$ 7,150.00
1 Lt	Project Management	1LANtek		\$ 715.00	\$ 715.00
1 Lt	Customer Training	1LANtek		\$ 520.00	\$ 520.00
1 Lt	Documentation & Design Services	1LANtek		\$ 975.00	\$ 975.00
1 Lt	Audio System Programming	1LANtek		\$ 3,000.00	\$ 3,000.00
1 Lt	Control System Programming and Commissioning	1LANtek		\$ 4,000.00	\$ 4,000.00

LABOR SUBTOTAL

\$ 16,360.00

SUB TOTAL \$ 59,012.69

This quote is valid for 60 days

GRAND TOTAL \$ 59,012.69



City of Farmers Branch

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

Staff Report

File Number: R2016-082

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.9

Consider adoption of Resolution No. 2016-082 awarding the bid for the Christmas lighting and animation installation, programming, maintenance and removal to Kevin Schaded Lighting in the amount of \$96,000 and take appropriate action.

BACKGROUND:

The Tour of Lights started in 1991 and this year marks the 25th anniversary. The Tour has grown to one of the top light displays in the DFW Metroplex. The City uses contractors to help in putting the Tour of Lights together. One of the contractors is responsible for the installation, programming and maintenance and removal of lights and equipment on trees, buildings, light poles, bushes, structures and green spaces.

DISCUSSION:

Invitations to bid on the 2016 holiday lighting program were mailed to four prospective vendors and advertised in the newspaper. On August 22, 2016, one bid was received and opened with this bid meeting specifications. That bid was from Kevin Schaded Lighting.

It is recommended that Kevin Schaded Lighting be awarded this contract in the amount of \$96,000. Kevin Schaded Lighting has a positive history of providing this service for the City.

Funding for this project is included in the 2015/16 budget and in the proposed 2016/17 budget. The contract provides for annual renewals for up to three additional years upon approval of both parties.

RECOMMENDATION:

City Administration recommends adoption of Resolution No. 2016-082 awarding the bid for Christmas lighting and animation installation, programming, maintenance and removal.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-082.
2. I move to approve Resolution No. 2016-082, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-082
2. Contract



RESOLUTION NO. 2016-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING A CONTRACT FOR HOLIDAY LIGHTING INSTALLATION, MAINTENANCE AND REMOVAL WITH KEVIN SCHADED LIGHTING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City Administration solicited, received, and opened bids for the 2016 Holiday Lighting Program, finds that Kevin Schaded Lighting submitted the bid which best satisfies the requested specifications and provides the best value for the City, and recommends awarding the bid to Kevin Schaded Lighting for the amount of \$96,000, with options to extend for three additional periods of one year each; and

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to concur in the foregoing 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 sign on behalf the City a contract with Kevin Schaded Lighting for the installation, maintenance, and removal of holiday lighting for in an amount not to exceed \$96,000.00, and is further authorized to sign such change orders as he deems to be in the best interest of the City in accordance with applicable city policies and state law; provided, however, no work shall be authorized which obligates current funds greater than those available in the Fiscal Year 2015-2016 budget and until approval of the Fiscal Year 2016-2017 budget containing current funds available for such purpose.

SECTION 2. The City Manager is authorized to sign such agreements as necessary to extend the agreement for up to three (3) additional one year periods provided funds are available in the City's fiscal year budget for the year in which the amounts to be paid will occur.

SECTION 3. This resolution shall be effective immediately upon its approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 6th DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/31/16:78538)

**AGREEMENT FOR HOLIDAY LIGHTING
INSTALLATION, MAINTENANCE, AND REMOVAL**

This **AGREEMENT FOR HOLIDAY LIGHTING INSTALLATION, MAINTENANCE, AND REMOVAL** (“Agreement”) is made and entered into as of the Effective Date, by and between the **CITY OF FARMERS BRANCH** (“City”), a Texas home rule municipality and **KEVIN SCHADED D/B/A KEVIN SCHADED LIGHTING** (“Contractor”), a sole proprietorship. City and Contractor are hereafter collectively referred to as “the Parties” or individually as “Party”.

WITNESSETH:

WHEREAS, City desires to contract with Contractor for the performance of the Services as hereinafter defined; and

WHEREAS, Contractor has agreed to perform the Services for the compensation stated herein;

NOW, THEREFORE, City and Contractor, in consideration of the terms, covenants and conditions herein contained, do hereby agree as follows:

**ARTICLE I
TERM AND RENEWAL OF AGREEMENT**

Section 1.1 Initial Term. This Agreement shall commence and become effective on September 7, 2016 (“Effective Date”), and, unless extended or terminated earlier in accordance with the provisions of this Agreement, shall end on February 28, 2017 (“Termination Date”)(the period between the Effective Date and the Termination Date being “the Initial Term”).

Section 1.2 Renewal Periods. This Agreement may be renewed for three (3) additional periods of one (1) year each (“the Renewal Period” or collectively “the Renewal Periods”) by mutual agreement of the Parties. City shall provide Contractor written notice of intent to renew on or before March 1, 2017, with respect to extension of the term for the first Renewal Period, and on or before March 1 of each subsequent year for each subsequent Renewal Period. Notwithstanding the notice period set forth above, nothing herein shall be construed as prohibiting the Parties from mutually agreeing to an extension of this Agreement even if City provides later notice to Contractor of the desire to renew the term for the next Renewal Period. Except where otherwise indicated, each Renewal Period shall be subject to the same provisions of this Agreement.

ARTICLE II
SCOPE OF SERVICES; COMPENSATION

Section 2.1 Scope of Services.

A. Contractor shall perform all work and services as set forth in the Scope of Services set forth in Exhibits “A” and “B” attached hereto and incorporated herein by reference (“the Services”). In the event of any conflict between the provisions of the main body of this Agreement and those set forth in Exhibits “A” and or “B,” the provisions of the main body of this Agreement shall control.

B. Contractor shall perform the Services in accordance with the best possible work standard and in a manner satisfactory and acceptable to City.

C. For purposes of this Agreement, City’s representative shall be City’s Director of Parks & Recreation (“Director”) or Director’s designee. Any dispute arising hereunder shall be submitted to the Director, whose decision in the matter shall be final and binding.

D. City reserves the right at its sole discretion to delete any requirement to install any items listed in the Scope of Services during the Initial Term and/or any Renewal Period. Should a deletion occur, the fee set forth in the Fee Schedule related to that portion of the display shall not be charged for that year.

E. If City deletes an item from the display for a particular year and requests the item be added back in a later year, City shall pay Contractor the charge for that item based on the amount set forth in the Fee Schedule, subject to any increase in such fee as authorized by Section 2.2.D, below.

F. If City requests an additional display item that was not originally contemplated by this Agreement, the pricing for such display and the related installation shall be subject to Section 2.2.E., below.

Section 2.2 Compensation.

A. Subject to additions or deletions for charges or extras agreed upon in writing, City agrees to compensate Contractor upon completion of performance of the Services in accordance with Exhibit “C,” attached hereto and incorporated herein by reference (“Fee Schedule”). City agrees to pay Contractor the amount invoiced not later than thirty (30) days following receipt of the invoice from Contractor.

B. City may deduct from any amounts due or to become due to Contractor any sum or sums owed by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim against City arising out of Contractor’s performance of this Agreement, City shall have the right to retain out of any payments due; or to become due, to Contractor an amount sufficient to completely

protect City from any and all loss, damage or expense therefrom, until the claim has been satisfactorily remedied or adjusted by Contractor.

C. Effective with each Renewal Period, if exercised, Contractor may increase the amounts set forth in the Fee Schedule by an amount not to exceed the percentage increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers-Dallas/Ft. Worth Area (CPI-U:D/FW)("the Index") published for January 2016 and the Index published for the January immediately prior to the Renewal Period for which the increase would be in effect. Notwithstanding the foregoing, in no case shall an increase in the Fee Schedule for any Renewal Period be greater than five percent (5%) of the amount charged for the Initial Period or the immediately prior Renewal Period, whichever is applicable.

D. Nothing in this Section 2.2 shall require City to pay for any work that is unsatisfactory as determined by the Director. City shall not be required to make any payments to Contractor when Contractor is in default under this Agreement, nor shall acceptance by City or payment by City for any portion of the Services constitute a waiver of any right, at law and at equity, which City may have if Contractor is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

E. The Parties acknowledge that designs and locations of the installation may vary from year to year. Notwithstanding Section 2.2.C., above, the fee to be paid for any Renewal Period may be equal to an amount (i) not exceeding 25% of the fee for the Initial Term or (ii) \$90,000 whichever is greater if the changes in the design from the prior year (a) requires the manufacturing of new displays, (b) a substantial increase in the number of lights, (c) or installation in locations requiring the rental or purchase of equipment not required for the installation for the Initial Term. In no case shall the amount of the fee increase more than the limit imposed by Section 2.2.C. if the Director has not approved in writing the modified designs, increased lights, or alternate or additional installation locations that are resulting in the increased fee.

Section 2.3 Reduction for Installation Delay. City shall have the right to deduct from Contractor's fee for the Initial Term or any Renewal Term an amount equal to five (5%) of the amount for installation due under the Fee Schedule if Contractor fails to complete the installation of all lights and demonstrate that all lights and equipment are working on or before the required installation deadline. Contractor understands and acknowledges that the schedule for installation of all lights and displays must take into account bad weather days when work cannot be performed and agrees that, notwithstanding Section 5.14, no claims for delays based on weather shall be made until after the fifth (5th) bad weather day occurring during the installation period.

ARTICLE III STANDARDS FOR PERFORMANCE; PERSONNEL

Section 3.1 Time for Performance. Prior to commencing any work pursuant to this Agreement, Contractor's representative and Director shall agree to an installation and removal schedule ("the Work Schedule"). Contractor understands, acknowledges and agrees (i) the Services shall be completed in strict compliance with the Work Schedule and (ii) failure of

Contractor to complete the Services in accordance with the Work Schedule shall constitute a material breach of this Agreement.

Section 3.2 Number of Personnel. Contractor shall employ at all times during the term of this Agreement a sufficient number of experienced employees to adequately perform the Services within the times required by the Work Schedule.

Section 3.3 Contractor's Employee Conduct. Contractor's employees that perform the Services on City's property shall conform to the following:

- A. Contractor's employees and personnel shall be of good moral character and temperament.
- B. Contractor agrees that all work shall be directed and supervised by experienced personnel, and that its supervisors shall, at such times agreed to by Director, make regular inspection of the Work during and after installation to insure proper and complete performance of the Services by Contractor's employees.
- C. Contractor's employees under the influence of, or appearing to be under the influence of, alcohol or drugs shall not be permitted in on City's property or the location of the work.

ARTICLE IV TERMINATION AND DEFAULT

Section 4.1 Termination. This Agreement may be terminated prior to the end of the Initial Term or the end of any Renewal Period as follows:

- A. City may terminate this Agreement immediately upon providing notice to Contractor in the event Contractor fails to:
 - (1) Comply with the Work Schedule;
 - (2) Deliver to City upon request documentation of legal employment status of Contractor's employees assigned to perform the Services upon request; or
 - (3) Comply with Federal immigration laws.
- B. Either Party may terminate this Agreement without cause by providing not less than thirty (30) days written notice to the other party, provided, if Contractor is not in default at the time of termination, Contractor shall be paid for services determined by the City to be satisfactorily performed prior to and including the date of termination.
- C. In the event Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the services or time of performance, and the failure is not corrected within (10) days after written notice

by City to Contractor to cure such default, City may, at its sole discretion and without prejudice to any other right or remedy, by written notice to Contractor, terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by contracting with others. Furthermore, Contractor shall be liable for all costs in excess of the total Agreement price under this Agreement incurred by City to complete the Services herein provided for and the costs so incurred may be deducted and paid by City out of such moneys as may be due or that may thereafter become due to Contractor under and by virtue of this Agreement.

4.2 City Provision of Supplies, etc. City may, without terminating this Agreement or taking over performance of the Services, furnish the necessary materials, equipment, supplies, and/or help necessary to remedy the situation, at the expense of Contractor.

Article V Miscellaneous

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

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

5.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective successors and assigns.

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

5.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

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

5.7 Independent Contractor. It is understood and agreed by and between the parties that Contractor in performing the Services and other obligations of this Agreement, is acting

independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of the Services and shall be entitled to control the manner and means by which the Services are to be performed, subject to the terms of this Agreement.

5.8 Notice. Any notice required or permitted to be delivered hereunder must be in writing and may be sent by first class mail, overnight courier or by confirmed facsimile to the address specified below, or to such other party or address as either party may designate in writing, and, shall be deemed delivered upon actual receipt or, if mailed, on the third (3rd) business day after placing the notice in the United States mail:

If intended for City, to:

City of Farmers Branch, Texas
Attn: 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

If intended for Contractor:

Kevin Schaded Lighting
11700 Preston Road, #660-415
Dallas, Texas 75230

5.9 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

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

5.11 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, OR AGENTS PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS

(INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

5.12 Insurance.

(a) Contractor shall during the term of this Agreement maintain in full force and effect the following insurance:

(i) Commercial general liability insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of the Services with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

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

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of the Services with policy limit of not less than \$500,000.00; and

(b) The general liability and automobile liability policies required herein shall be endorsed to name City, its officers, and employees as additional insureds as to all applicable coverage.

(c) Each and every insurance policy required to be carried by or on behalf of Contractor pursuant to this Agreement shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless City has received notice of cancellation, non-

renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to City not less than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried by or on behalf of Contractor pursuant to this Agreement is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to City on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation.

(d) All insurance policies required herein shall be endorsed to provide for a waiver of subrogation against City.

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

(f) A certificate of insurance and copies of the endorsements evidencing the required insurance coverage and endorsements shall be submitted prior to commencement of performance of the Services.

5.13 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

5.14 Force Majeure. The performance of a Party shall be subject to any event of Force Majeure, but only for so long as the event reasonably prevents the Party’s performance, and then only if the Party not performing as a result of the event of Force Majeure provides written notice to the other Party not later than two (2) business days after the onset of the event. For purposes of this Agreement, “Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

5.15 Attorney Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties to this Agreement, that each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party’s attorney’s fees regardless of the outcome of the litigation.

5.16 Effective Date. This Agreement shall be effective when signed by authorized representatives of both parties (“the Effective Date”).

(Signatures on Following Page)

SIGNED AND AGREED this _____ day of _____, 2016.

ATTEST:

CITY OF FARMERS BRANCH, TEXAS

By: _____
Amy Piukana, City Secretary

By: _____
Charles Cox, City Manager

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

SIGNED AND AGREED this _____ day of _____, 2016.

CONTRACTOR:
KEVIN SCHADED LIGHTING

By: _____
Kevin Schaded, President

EXHIBIT "A"
SCOPE OF SERVICES

INSTALLATION

- A. It is anticipated that the Notice to Proceed will be issued on or about **September 7**. Light strings shall be in place, properly spaced and fully operational at all locations no later than **November 23**. Subsequent deadlines during renewal include the following dates:
1. 2017 – Fully Operational (Nov 22)
 2. 2018 – Fully Operational (Nov 21)
 3. 2019 – Fully Operational (Nov 27)
- B. Contractor will be required to attend two (2) evening rehearsals prior to the event so that any last minute changes can be made before the Tour of Lights begins. Date and time of the rehearsals shall be established at a later date.
- C. All work shall be completed to the satisfaction of City.
- D. If lights are not fully operational to complete satisfaction of City by 6:00 pm on the dates listed above, a penalty of 5% will be deducted from contract amount.
- E. Payment for this project will be as follows:
1. Installation - when complete to the satisfaction of the City at all sites.
 2. Maintenance - cost for maintenance shall be included in the REMOVAL bid price. No separate payment will be made for maintenance.
 3. Removal - when complete, including delivery of marked storage boxes.
- F. Care shall be taken during all phases of the work. Appropriate ladder, lift or bucket truck shall be utilized. Climbing trees will not be allowed. Any damage, gasoline contamination, or environmental impact to City owned property shall be repaired/replaced/remediated at Contractor's expense including but not limited to broken limbs, ruts in the turf, damaged irrigation heads and planting beds, damage to buildings or sidewalks, soil contamination, etc. All repairs/restoration shall be addressed immediately.
1. Contractor should use extreme care when he is on the roof of the City Hall Building to prevent excessive damage to the slate shingle roof. ***NO ONE WILL BE ALLOWED TO WALK, SCOOT, STAND OR PUT DIRECT WEIGHT ON THE SLATE ROOF.***
 2. Contractor must run wires and extension cords through the trees at The Grove @ Mustang Crossing. Light strings, wires and extension cords cannot be on the ground prior to October 29.

G. Work Schedule

1. Contractor must provide a 24 hour notice prior to installing lights on the following facilities:
 - a. City Hall
 - b. Fire Station One
 - c. Justice Center
 - d. Animal Adoption Center
 - e. Manske Library
 2. City reserves the right to limit work schedule including what time work can begin and end.
- H. Contractor shall be allowed to work on weekends and holidays; however, Contractor must give City at least 48 hours' notice of his intent to do so.
- I. City reserves the right to limit weekend work at the Historical Park. Special events, parties, and weddings will be in progress every weekend limiting the access to certain areas of the park.
- J. Contractor shall note that City will hold an annual Halloween event and Bloomin' Blue Grass Festival in October at the Historical Park. Contractor assumes all liability for the light strings during the events, including vandalism, if light strings are installed prior to these events. If the light strings are installed in the trees prior the events, all of the strings shall be unplugged during the events. Contractor shall re-plug all strings after the events.
- K. Contractor shall note that City holds a Farmers Market each Saturday at The Grove @ Mustang Crossing (Location D5) through October 29. No equipment may be left at this location.
- L. Contractor shall follow proper barricading procedures when blocking streets and roadways. Contractor may utilize City's barricades giving City 24 hours' notice to schedule barricade delivery.

SCOPE OF WORK

- A. The following services are a typical annual installation for City.
1. Labor to install City-owned lighting on roof lines.
 2. Labor to install City-owned lighting on tree trunks and canopies.
 3. Labor to design animated light show with music for the Historical Park and Grove @ Mustang Crossing.
 4. Labor to install animated light show at the Historical Park and Grove @ Mustang Crossing.
- B. Light strings, replacement bulbs, extension cords, animation controllers and radio transmitter will be supplied by City.

C. Appearance of Lighting

1. Full coverage lighting is always the desired appearance.
2. Trees will be installed with the following specifications:
 - a. Total Canopy Coverage Wrap – wrap main branches, individual branches and twigs in tree canopy to give full coverage lighting in the whole canopy of tree.
 - b. Trunk Wrap – wrap lights around the trunk of the tree in a horizontal manner from the ground up the trunk and up the limbs where appropriate, maximum spacing shall be 4” between the rows of lights.
 - c. Limb Wrap – wrap strings around the limbs of the tree; secure with plastic “ty-rap;” maximum distance between rows of lights shall be 4” to 6”; wrap all major limbs and work strings onto smaller limbs (from the ground up).
3. Lighting methods **NOT** acceptable, No May poling, No Zagging, No Crossing of light sets and No Pepperminting.
4. Contractor is responsible to distribute light strings to provide for even and symmetrical lighting effect.

D. Animation

1. Contractor will be responsible for working with City to design animation.
2. Contractor is responsible for programming and sequencing the animated show.
3. Contractor is responsible for programming four (4) songs per year specified by City. City will also provide Contractor a commercial to be used between songs. Songs should have no longer than a 30 second break between songs.
4. Contractor is responsible for installing the City-owned FM radio transmitter and antenna and connecting with controller. Radio signal should reach the entrance of the Historical Park to the end of the tunnel without static in the Historical Park and should reach from Bill Moses Parkway to Farmers Branch Lane without static at The Grove @ Mustang Crossing.
5. City owns the following controllers that will be used for the animation. Additional controllers will be purchased by City as animation changes from year to year.
 - a. Pro Series LOR1602Wg3-MP3 (1)
 - b. Pro Series Addon LOR1602Wg3 (18)
 - c. CMB-24D Deluxe DC Card (8)
6. Lights to animate include LED C(9) Light Strings, LED Miniature Light Strings and RGB Flood – 10 watts.
7. Contractor is responsible for providing labor to install all wiring, controllers and

plugging lights into correct channels for animation. City will provide outdoor rated extension cords.

8. City has the ability to request a change in animation if not fully satisfied.

E. Electricity

1. City will be responsible for providing all extension cords necessary to properly install light strings. All extension cords shall remain property of the City. For all animation, city will provide one (1) 100 foot outdoor rated extension cord per channel. If additional extension cords are needed, contractor should contact City to purchase.
2. Contractor shall follow UL requirements on the allowable number of strings plugged together; wiring splices shall meet electrical code.
3. Light strings shall be attached to the buildings using "TY-RAP" Bases (item TC 5344A) and appropriate TY-RAP cable ties supplied by the Contractor. Bases to be attached with clear silicone suitable for outdoor use. Maximum spacing for the bases shall be 36" on center and as necessary to secure light strings to the structure. Bases shall remain when the light strings are removed. Contractor can utilize the existing bases provided they are securely attached to the building. If the existing bases used, Contractor is responsible for the security of the light string attachment. If the Contractor chooses to install all new bases, the existing bases shall be removed from the building.
4. Contractor is responsible for distributing the load of the lights. City can schedule an electrician to show Contractor specific plugs to be used if needed prior to installation.
5. Permanent electrical sources will be provided at all sites where lights are installed. Contractor is responsible for plugging in all lights in appropriate sources. During the first rehearsal, City will turn on light timers to insure all lights are working properly.
6. Extension cords and/or light strands cannot run over walkways or sidewalks.

MAINTENANCE REQUIREMENTS

- A. Contractor is responsible for replacing and repairing bulbs, light strings, fuses, electrical distribution, radio signal and animation on anything Contractor has installed.
- B. City intends to maintain 90% illumination of all light strings and bulbs. Animation should be at 95% illumination unless it is not functioning due to weather.
- C. Contractor will have one staff person on call for each day of the Tour of Lights to assist with problems with animation. If called, Contractor must respond and be onsite within one hour of the phone call.
- D. For lighting outages or when strings have fallen off building/trees, Contractor must make repairs within 24 hours of the problems being reported.
- E. City will provide replacement bulbs, fuses and light strings.

- F. Contractor shall maintain the electrical distribution to ensure secure mountings and proper installation from the beginning of the installation until the removal is complete.
- G. Contractor shall guarantee all installation work from the time installation begins until removal of the light strings. Light string removal will begin the first week in January and shall be complete by February 28. If light strings come loose from trees and/or buildings, Contractor shall reposition/re-secured the strings at no additional cost to City as a part of the installation guarantee.
- H. In the event that unusually adverse weather occurs, City and Contractor shall evaluate the damage and prepare a change order reflecting the cost to repair/replace that which was damaged from the storm(s). Unusually adverse weather shall mean weather that is not normal to the North Central Texas Area and as determined by the National Weather Service.
- I. Contractor shall fill out Installation Forms indicating number of old strings used, number of new strings used, which trees have been wrapped together, etc. Forms will be turned in to City on a weekly basis and before any payment for installation is made.

REMOVAL

- A. Light strings shall be removed, neatly wrapped and labeled according to the site including all extensions used on the project both provided by the City and the Contractor. Lights to be removed are indicated on Exhibit B
- B. All items used to install lights must be removed by Contractor including tabs, glue, hooks, etc.
- C. Contractor shall utilize City provided storage boxes to store the light strings. Storage boxes shall be labeled to reflect contents and correspond to the site.
- D. Contractor shall deliver storage boxes with all light strands, bulbs, cords and controllers to approved storage facility.
- E. The bid for removal is set up by area. City reserves the right to not remove any or all of the light strings. Contractor shall be paid for light strings removed.
- F. Contractor is responsible for immediate cleanup of debris, broken bulbs, broken strands, etc.

EXHIBIT "B"
SCOPE OF WORK - INSTALLATION DETAIL

Number	Title	Description	Qty	Instructions	Lights	Animated	Removed
C1	City Hall	Building	1600 LF	Roof line (front & sides), dormers and face of building	C9 LED - Cool White	N	Y
C2	Trees "C2"	Trees - Fortina Trees located in front of building	21	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
C3	Trees "C3"	Trees - Live Oaks located in front of building	17	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
C4	Snowflakes	Snowflakes - custom 5 foot diameter snowflakes	5	Hang Snowflakes on front of building	LED - Cool White Custom Snowflakes	N	Y
C5	Manske Library	Building	850 LF	Roof line	C9 LED - Cool White	N	Y
C6	Senior Center	Building	425 LF	Roof line (front & sides) already installed, maintenance as needed	C9 LED - Cool White	N	N
C7	Fire Station 1	Building	325 LF	Roof line (front & sides)	C9 LED - Cool White	N	Y
C8	Justice Center	Building	975 LF	Roof line (front) & rock wall	C9 LED - Cool White	N	Y
C9	Animal Adoption Center	Building	350 LF	Roof line (front & side metal roof)	C9 LED - Cool White	N	Y
D1*	Trees "D1"	Trees - Trees in front of wall	5	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
D2*	Trees "D2"	Trees	4	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y
D3*	Trees "D3"	Trees - DART station	11	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y
D4*	Trees "D4"	Trees - CPB Tech	7	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y
D5	Trees "D5"	Trees - Post Oak	43	Trunk Wrap & Hanging Elements* (all wires must be in tree canopy and not on ground)	Mini LED - Red & Green Drip Lights (100), Stars (15), Snowflakes (15), Spheres (15)	Y	Y
D6*	Poles	Poles	15	Candy Cane wrap metal poles	Mini LED - Red & Cool White	Y	Y
D7*	Arches	Arches	5	Candy Cane wrap metal arches	Mini LED - Blue, Red, Green, Cool White (rotate colors)	Y	Y
D8*	Trees "D8"	Trees - StarCenter	5	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	Y

Number	Title	Description	Qty	Instructions	Lights	Animated	Removed
D9*	Trees "D9"	Tree	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Green	N	Y
K1	Trees "K1"	Trees - Lining Farmers Branch Lane	13	Trunk Wrap	Mini LED - Blue, Red, Green, Cool White (rotate colors)	N	N
K2	Trees "K2"	Trees - Entrance to Historical Park	1	Trunk Wrap	Mini LED - Yellow	N	N
K3	Lamp Poles	Lamp Poles lining path of Historical Park	21	Candy Cane Wrap	Mini LED - Red & Cool White	Y	Y
K4	Trees "K4"	Trees - Crepe Myrtle	4	Trunk Wrap	Mini LED - Cool White	Y	Y
K5	Trees "K5"	Tree - Near Handicap Spot	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Trunk Red, Canopy Blue	N	Y
K6	Tree "K6"	Tree - Near Museum Store	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Green	N	Y
K7	Historical Park Structures	Grill House, Dodson House, Depot, Gas Station, School House, Ladoma, General Store, RGB Flood Lights	7	Ground Mount Flood Lights	RGB Flood Lights	Y	Y
K8	Tree "K8"	Tree - Meadow	3	Trunk Wrap Candy Cane Wrap	Mini LED - Green, Red	Y	Y
K9	Tree "K9"	Tree - Meadow	9	Trunk Wrap Candy Cane Wrap	Mini LED - Green, Red	Y	Y
K10	Meadow Animation	Animate elements in meadow to include 75 tree & star, pole trees, poles, arches, sunburst, snowflakes, candy, etc	75	Animation only - City will wrap and install elements	Variety	Y	Y
K11	Tree "K11"	Tree - Cedar Elm	1	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	Y	Y
K12	Tree "K12"	Tree - Hackberry Bush	1	Total Canopy Coverage Wrap	Mini LED - Multi-Color	Y	Y
K13	Tree "K13"	Tree - Pine Tree	1	Total Canopy Coverage Wrap	Mini LED - Multi-Color	N	Y
K14	Tunnel of Lights (Animated)	Tunnel of Lights (Animated)	1	Animation only - City will wrap and install elements	Mini LED - Red & Cool White	Y	Y
T1	Shrubs East	Shrub - East between Farmers Branch Lane & Alley	110 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T2	Tree "T2"	Tree	4	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y

Number	Title	Description	Qty	Instructions	Lights	Animated	Removed
T3	Entry Structure	Entry Structure	1	Roof Line	C9 LED - Cool White	N	Y
T4	Shrubs West	Shrub - West between Farmers Branch Lane & Esplanade	135 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T5	Tree "T5"	Tree	5	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T6	Tree "T6"	Tree	4	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T7	Shrubs East	Shrub - East between Valley View Lane & after entry structure	180 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T8	Tree "T8"	Tree	3	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T9	Entry Structure	Entry Structure	1	Roof Line	C9 LED - Cool White	N	Y
T10	Shrubs West	Shrub - West between Valley View Lane & Business Entrance	155 LF	Limb Wrap (Horizontal)	Mini LED - Red	N	Y
T11	Tree "T5"	Tree	3	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y
T12	Tree "T6"	Tree	3	Total Canopy Coverage Wrap & Trunk Wrap	Mini LED - Cool White	N	Y

*These items of the bid may be null and void if not funded in the 2016/2017 budget.

EXHIBIT "C"

FEE SCHEDULE

INSTALLATION

City Hall & Buildings

C1	City Hall	\$1,636.36
C2	Trees "C2"	\$1,636.36
C3	Trees "C3"	\$1,636.36
C4	Snowflakes	\$1,636.36
C5	Manske Library	\$1,636.36
C6	Senior Center (Inspect & Maintain)	\$1,636.36
C7	Fire Station 1	\$1,636.36
C8	Justice Center	\$1,636.36
C9	Animal Adoption Center	\$1,636.36

Denton Drive

D1*	Trees "D1"	\$1,636.36
D2*	Trees "D2"	\$1,636.36
D3*	Trees "D3"	\$1,636.36
D4*	Trees "D4"	\$1,636.36
D5	Trees "D5"	\$1,636.36
D6*	Poles	\$1,636.36
D7*	Arches	\$1,636.36
D8*	Trees "D8"	\$1,636.36
D9*	Trees "D9"	\$1,636.36

Historical Park

K1	Trees "K1"	\$1,636.36
K2	Trees "K2"	\$1,636.36
K3	Lamp Poles	\$1,636.36
K4	Trees "K4"	\$1,636.36
K5	Trees "K5"	\$1,636.36
K6	Tree "K6"	\$1,636.36
K7	Historical Park Structures & Animation	\$1,636.36
K8	Tree "K8"	\$1,636.36

K9	Tree "K9"	\$1,636.36
K10	Meadow Animation	\$1,636.36
K11	Tree "K11"	\$1,636.36
K12	Tree "K12"	\$1,636.36
K13	Tree "K13"	\$1,636.36
K14	Tunnel of Lights Animation	\$1,636.36

Tom Field

T1	Shrubs East	\$1,636.36
T2	Tree "T2"	\$1,636.36
T3	Entry Structure	\$1,636.36
T4	Shrubs West	\$1,636.36
T5	Tree "T5"	\$1,636.36
T6	Tree "T6"	\$1,636.36
T7	Shrubs East	\$1,636.36
T8	Tree "T8"	\$1,636.36
T9	Entry Structure	\$1,636.36
T10	Shrubs West	\$1,636.36
T11	Tree "T5"	\$1,636.36
T12	Tree "T6"	\$1,636.36

TOTAL INSTALLATION \$72,000.00

REMOVAL

City Hall & Buildings	\$6,000.00
Denton Drive	\$6,000.00
Historical Park	\$6,000.00
Tom Field	\$6,000.00

TOTAL REMOVAL \$24,000.00

TOTAL BID (Installation & Removal) \$96,000.00



City of Farmers Branch

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

Staff Report

File Number: ORD-3385

Agenda Date: 9/6/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Ordinance

Agenda Number: G.10

Consider adopting Ordinance No. 3385 appointing a Municipal Court Judge and Alternate Municipal Court Judge(s), establishing an annual salary; and take appropriate action.

BACKGROUND:

City Council conducted an evaluation of the Municipal Court Judge during Executive Session.

DISCUSSION:

Ordinance No. 3385 establishes the appointment and annual salary of the Municipal Court Judge and Alternate Municipal Court Judge(s) and align all appointments to occur every two years.

POSSIBLE COUNCIL ACTION:

1. I move to approve Ordinance No. 3385 appointing a Municipal Court Judge and Alternate Municipal Court Judge(s) and establishing an annual salary.
2. I move to approve Ordinance No. 3385, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Ordinance No. 3385



ORDINANCE NO. 3385

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, RELATING TO THE APPOINTMENT AND COMPENSATION OF THE MUNICIPAL COURT JUDGE (CITY JUDGE) AND ALTERNATE MUNICIPAL COURT JUDGES FOR THE CITY OF FARMERS BRANCH, TEXAS, MUNICIPAL COURT OF RECORD NO. 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Farmers Branch City Charter and Code of Ordinances designates that the City Council shall appoint a magistrate of the Municipal Court to be known as the City Judge and may appoint such Alternate City Judges as it deems necessary, and that all such judges shall serve for a term of two years and receive a salary that may be fixed by the City Council from time to time; and

WHEREAS, the Texas Government Code, Section 30.00006, provides state law requirements for hiring municipal judges for a municipal court of record; and

WHEREAS, the Ordinance No. 2015-043, through a scrivener's error, incorrectly provided that the alternate municipal court judge was appointed for a two (2) year term beginning on May 19, 2015; and

WHEREAS, the terms of the municipal court judge and the alternate municipal court judges serve a term of two (2) years beginning on October 1 of even years; and

WHEREAS, the City Council has approved an increase in compensation for the City Judge and Alternate City Judges of the Farmers Branch Municipal Court of Record No. 1, with an effective date of October 1, 2016.

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

SECTION 1. The City Council hereby appoints Terry Carnes to serve as the City Judge for the Municipal Court of Record No. 1 in the City of Farmers Branch, Texas, for a term of two years commencing October 1, 2016.

SECTION 2. The City Council hereby appoints Bruce Woody and Shannon Willis to serve as alternate municipal court judges for the City of Farmers Branch Municipal Court of Record No. 1, for a term of two years commencing October 1, 2016.

SECTION 3. The Municipal Court Judge's compensation shall be revised as follows: The Municipal Court Judge's base compensation is \$78,000.00 annually based upon \$529.41 per designated court day and \$88.24 for each day not designated as a court day when services are rendered. Additionally, services rendered outside normal and

customary hours and/or due to emergency circumstances may be reimbursed at an additional rate of \$88.24 per 24-hour period.

SECTION 4. The Alternate Municipal Court Judges' compensation shall be revised as follows: The Alternate Municipal Court Judges' base compensation is \$78,000 annually based upon \$529.41 per designated court day and \$88.24 for each day not designated as a court day when services are rendered. Additionally, services rendered outside normal and customary hours and/or due to emergency circumstances may be reimbursed at an additional rate of \$88.24 per 24-hour period.

SECTION 5. The compensation paid to the Alternate Municipal Court Judges shall be deducted from the Municipal Court Judges' compensation.

SECTION 6. This Ordinance shall take effect October 1, 2016.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ON THIS THE 6TH DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(PGS:8-18-16:TM 78361)

Farmers Branch City Charter

Sec. 2.12. City Judge.

The Council shall appoint a magistrate of the Municipal Court to be known as the City Judge to serve a term of one (1) year. The City Judge may be removed by the Council at any time for incompetence, misconduct, malfeasance, and nonfeasance, or disability. The City Judge shall receive such salary as may be fixed by the Council from time to time. The Council may appoint such alternate city judges as it may deem necessary from time to time, prescribe their compensation, and designate the order of priority to act in place of the City Judge in the event of the City Judge's unavailability, disability, or failure to act for any reason. Any person or persons so appointed to act as City Judge or alternate City Judge shall be an attorney at law who is duly licensed to practice law in the State of Texas and whose license is currently in good standing. All costs and fines imposed by the Municipal Court shall be paid into the City Treasury for the use and benefit of the City. In the event the municipal court is converted to a court of record, all aspects of the Court, including the selection and tenure of the judge, shall be consistent with the existing statute.

Texas Government Code

§ 30.00006. JUDGE.

- (a) A municipal court of record is presided over by one or more municipal judges.
- (b) The governing body shall by ordinance appoint its municipal judges.
- (c) A municipal judge must:
 - (1) be a resident of this state;
 - (2) be a citizen of the United States;
 - (3) be a licensed attorney in good standing; and
 - (4) have two or more years of experience in the practice of law in this state.
- (d) The governing body shall provide by ordinance for the term of office of its municipal judges. The term must be for a definite term of two or four years.
- (e) The municipal judge shall take judicial notice of state law and the ordinances and corporate limits of the municipality. The judge may grant writs of mandamus, attachment, and other writs necessary to the enforcement of the jurisdiction of the court and may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the court. A municipal judge is a magistrate and may issue administrative search warrants.
- (f) The municipal judges within a municipality may exchange benches and act for each other in any proceeding pending in the courts. An act performed by any of the judges is binding on all parties to the proceeding.
- (g) A person may not serve as a municipal judge if the person is employed by the same municipality. A municipal judge who accepts employment with the municipality vacates the judicial office.
- (h) The governing body shall determine the salary of a municipal judge. The amount of a judge's salary may not be diminished during the judge's term of office. The salary may not be based directly or indirectly on fines, fees, or costs collected by the court.



City of Farmers Branch

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

Staff Report

File Number: ORD-3377

Agenda Date: 9/6/2016

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. 3377 amending Planned Development District 90 (PD-90) for Tract 3 and adopting a Conceptual Site Plan for the property located at 4100 and 4141 Blue Lake Circle and 4020, 4040 and 4100 McEwen Drive; and take appropriate action. (*Applicant has requested postponement to the September 20, 2016 City Council meeting.*)

BACKGROUND:

The applicant has proposed to create the Midway Urban Village, a new mixed-use community on this 16.14-acre site.

DISCUSSION:

Midway Urban Village will include multifamily residential and retail uses. Leeds R.E.S is proposing to amend PD-90, for Tract 3, including the associated Conceptual Site Plan, to better suit the needs of this proposed development.

RECOMMENDATION:

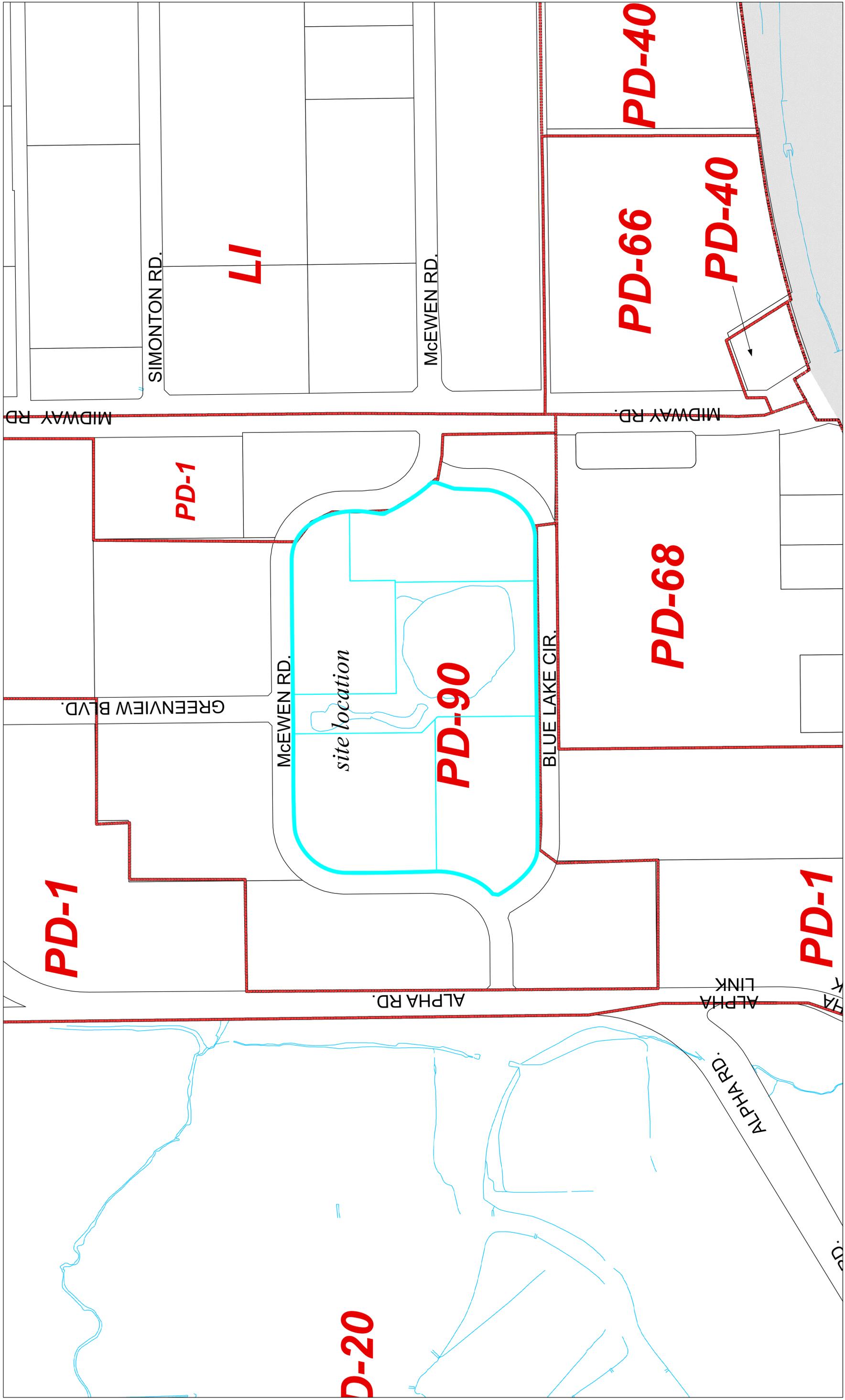
On August 22nd, 2016 the Planning and Zoning Commission voted to recommend approval of this zoning amendment and associated Conceptual Site Plan as described in the Ordinance No. 377.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Ordinance No. 3377
5. Site Photographs
6. Request for postponement for the next City Council meeting

POSSIBLE COUNCIL ACTION:

1. Motion to open the public hearing and postpone to the September 20, 2016, City Council meeting.



16-SP-02 - Location Map
4141 Blue Lake Cir & 4020, 4040, 4100 McEwen Rd

Zoning District Boundary
 Parcel Property Boundaries
 City Limit

FARMERS BRANCH

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

Document Path: Z:\Zoning Cases\2016 cases\16-SP-02 Blue Lake (MF complex, Leeds RE)\GIS\Location Map.mxd



Various official unclassified sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given except for the accuracy of methods. For further information only.

16-SP-02 - Aerial Map

4141 Blue Lake Cir & 4020, 4040, 4100 McEwen Rd

- Parcel Property Boundaries
- City Limit



ORDINANCE NO. 3377

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AS AMENDED; BY AMENDING THE DEVELOPMENTS STANDARDS RELATING TO THE USE AND DEVELOPMENT OF TRACT 3 IN PLANNED DEVELOPMENT NO. 90 (PD-90) ZONING DISTRICT; ADOPTING AN AMENDED CONCEPTUAL SITE PLAN; PROVIDING FOR PRESERVATION OF PRIOR REGULATIONS RELATING TO OTHER PORTIONS OF PD-90; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING 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 of the City of Farmers Branch, Texas, be, and the same is hereby amended by amending the development standards relating to the use and development of the real property identified and described as "Tract 3" in Exhibit "A" of Ordinance No. 2921, as amended by Ordinance No. 2995, (referred to herein as "the Property" or "Tract 3")(said development standards being amended being the same as those set forth in Exhibit "C" of Ordinance No. 2921) to read as follows:

A. LAND USES

All uses of the Property shall be permitted only in the location shown on the site plan. Should a desired alteration or change in use represent a substantial departure from the approved site plan, then such shall be allowed only after resubmittal of the amended site plan.

1. Primary Permitted Uses. The following uses are permitted within Tract 3:

a. Residential Uses:

(1) Multi-family residential (apartment and condominiums); and

- (2) Home offices and home occupation.

b. Commercial Uses:

Retail uses are encouraged within the District and shall conform to the following standards. A minimum of 30 square feet of retail space shall be provided for every residential unit developed within Tract 3.

- (1) *Retail Services*: Establishments providing services to the general public including restaurants, banks (without drive-through only), real estate and insurance office, travel agencies, health and educational services, and galleries.
- (2) *Retail Trade*: Establishments engaged in selling new goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods. Sale of used goods or merchandise is prohibited.
- (3) *Personal Services*: Establishments primarily engaged in providing services involving the care of a person or his or her apparel, including laundry (pick-up only, no drive-through), cleaning and garment services (pick-up only, no drive-through), garment pressing, coin operated laundries, beauty and barber shops, shoe repair, health clubs and spa, etc.
- (4) *Professional Office*: Includes, but is not limited to, lawyers, engineers, architects, landscape architects, urban planners, accountants, economic consultants, realtors, doctors, dentists, chiropractors, veterinarians (except kennel and overnight animal care facilities are prohibited), or other professionals similar to those listed above.
- (5) *Retail Specialty Shop*: Includes, but is not limited to, the sale of gifts, antiques, flowers, books, jewelry, wearing apparel, or craft shops making articles exclusively for sale at retail on the premises. Sale of used goods or merchandise is prohibited.
- (6) *Day Care*.

2. Accessory Permitted Uses. The following accessory uses that are incidental and subordinate to the principal use of the land or building with Tract 3 and located on the same lot with the principal use are permitted:

- a. Community convenience or recreational facilities including health clubs, swimming/spas pools, gazebos, or laundry facilities for the use by

occupants of a development within the mixed residential area.

- b. Public and semi-public open space uses, including parks, playgrounds, and public structures.
- c. Kiosks, provided they are located immediately adjacent to a retail use and are located on private property. Kiosks shall not occupy more than fifty (50) square feet of area and not exceed ten (10) feet in height.
- d. Outdoor seating associated with a restaurant; provided outdoor seating is adjacent to the restaurant and located on private property. Outdoor seating shall not block any pedestrian walkways.
- e. Limited outdoor display and sale of merchandise are permitted within the property line of any given development within the Property. Outdoor Display shall not exceed fifty (50) square feet in area for any individual retail tenant.
- f. “Sidewalk sales” or other displays of merchandise outside of a retail establishment and within the fifteen (15) foot private property setback are permitted; as long the display area does not block any pedestrian walkway; provided, however, sidewalk sales or merchandise display involving the stacking of furniture or other merchandise outside of a retail establishment for more than three consecutive days or more than six days in any calendar month is prohibited.
- g. Outdoor Special Events are subject to the approval of the Building Official in accordance with applicable City ordinances.

3. Specific Use Permit Required. Property within Tract 3 may be used and developed for the following purposes following approval of a specific use permit in accordance with the provisions of the Comprehensive Zoning Ordinance, as amended or succeeded:

- a. Full-Service Hotel (a full-service hotel shall have a minimum of full-service restaurant, room service, meeting space and concierge service).
- b. Sidewalk cafe not associated with an adjacent restaurant.
- c. Commercial uses listed in Section 1.A.1., above, if such use is also carried through on more levels above the street level.
- d. Kiosk not located on private property. An encroachment license shall be obtained from the Building Official for the temporary use of the sidewalk for display or sale of merchandise as permitted under Section 1.A.2.f, above.

- 4. Prohibited Uses.** Any uses not specifically allowed in Sections 1.A.1, 1.A.2, or 1.A.3 are expressly prohibited. In addition, the following additional uses are specifically prohibited:
- a. Drive-up or drive through establishments.
 - b. Pawn Shops
 - c. Pornographically or sexually oriented businesses.
 - d. Tattoo Studios.
 - e. Massage parlors.
 - f. Funeral services.
 - g. Motor vehicle repair.
 - h. Motor-vehicle rental or sales facility.
 - i. Dry cleaning plant; provided, however, a pick up station is permitted.
 - j. Call Centers.
 - k. Cell towers and antenna over 60 inches high (other than one central satellite dish per lot provided such dish is less than five feet in diameter).
 - l. Bingo Parlor.
 - m. Any active use on the surface of any part of the water body, such as, but not limited to, swimming, boating, jet skiing, or fishing.

B. BUILDING VOLUME REGULATIONS

- 1. Maximum floor area ratio: 3:1.**
- 2. Building heights:**
 - a. Building height is defined as the vertical distance from grade plane to the average height of the highest roof surface.
 - b. The minimum height of residential buildings within Tract 3 shall be 35 feet. All buildings shall be constructed with at least three stories. Individual leasing offices and clubhouses constructed and used in association with the residential uses of the development may have a

different minimum height, provided such height is established by building elevations approved in association with the approved site plan

- c. The maximum building height shall be eighty-five (85) feet, or a height certified by FAA, whichever is lower.
- d. The final constructed minimum and maximum height of each building shall be established at the time of site plan approval; provided, however, such heights shall conform with b. and c., above.

3. Building setbacks

- a. The minimum front setbacks shall be 15 feet, and maximum setback shall be 25 feet, measured from building wall to the nearest back-of-curb.
- b. The setback requirements in a., above, shall apply to a minimum of 70% of the overall building façade of Phase 1 and 60% of Phase 2 in accordance with the Conceptual Site Plan.

C. SITE COVERAGE AND LANDSCAPE

- 1. Lot Coverage.** The maximum ground floor gross square foot building coverage within Tract 3 shall not exceed 80% of the total area of the lot on which the building is located.
- 2. Landscaped Open Space.** The landscaped open space shall be not less than 10% of gross site area. If development on a lot within Tract 3 is phased, the 10% requirement for developed Landscaped Open Space shall be required for each phase. The existing Blue Lake located on Tract 3 shall be considered a separate lot and not counted as part of any future developments required 10% open space requirement within Planned Development District No. 90. "Landscaped Open Space" shall mean zones of grass, ground cover, trees and shrubs, paved and landscaped areas for pedestrian uses, and lakes or fountains, but shall not include paved areas for parking or regular traffic flow.
- 3. Courtyards.** Open courtyard areas internal to buildings may be included as Landscaped Open Space in meeting minimum Landscaped Open Space requirements provided for herein.
- 4. Irrigation.** All planted landscaped areas within the District shall be supplied with a fully automatic irrigation system.
- 5. Trees.** Trees shall be planted as follows:
 - a. On-grade parking lots shall have one (1) tree per 20 parking spaces planted within parking islands.

- b. Trees shall be planted around the perimeter and along all internal streets of Tract 3. Trees shall be installed approximately every fifty (50) feet along all public and private streets or travel-ways, except where proper street sight distance or access is compromised. City staff shall make final determination of all street tree placements.
- c. All surface parking areas shall be landscaped around the perimeter and contain a minimum of 5% of the lot area. All required landscaped areas requiring the placement of a tree shall not be smaller than 150 square feet with no dimension less than eight (8) feet.
- d. All required trees shall be not less than three (3) caliper inches in diameter measured four feet above the root ball at the time of planting.

6. Plant Species.

- a. All trees planted within the street right of way or parking areas shall be of a species selected from the following list: Red Oak, Live Oak, Cedar Elm, Chinquapin Oak, Lacebark Elm, Thornless Honey Locust, Chinese Pistache, Bald Cypress, and Pond Cypress. Other species of trees may be approved on a landscape plan approved at the time of site plan approval but shall in any case not include species expressly prohibited by other City ordinances.
- b. All shrubs planted within the street right of way shall be of a species selected from the following list: Fraser's Photinia, Nellie R. Stevens Holly, Burford Holly, Waxleaf Ligustrum, Japanese Ligustrum, Barberry, Compact Nandina, Dwarf Buford Holly, Indian Hawthorne, Junipers, Crepe Myrtle, Yaupon Holly, Crabapple, Redbud, and Texas Sage. Other species of trees may be approved on a landscape plan approved at the time of site plan approval, but shall in any case not include species expressly prohibited by other City ordinances.

7. Other Requirements. Any landscape requirement or provisions not addressed in this Ordinance with respect to Tract 3 shall be as specified in the Comprehensive Zoning Ordinance, as amended or succeeded.

8. Maintenance. All landscaped open spaces within the Property shall be maintained and managed by a Property Owners Association (POA). All such spaces, with the exception of open courtyard internal to a building, shall be open for public use at all times. The open space area surrounding and including Blue Lake shall also be open to the general public and maintained by a Property Owners Association (POA).

D. PARKING

Parking within Tract 3 shall be provided for the proposed uses at the following minimum ratios, and shall be accommodated at grade or in structures.

1. **Retail, service, and affiliated office support systems.** One space per 400 square feet of gross area.
2. **Eating establishments.** One space for every 200 square feet of eating area.
3. **Residential uses.** 1.25 spaces per unit for each one bedroom unit, 1.75 spaces per unit for each 2 bedroom unit, and 2.25 spaces per unit for each 3 bedroom unit.
4. **Off-Site Parking.** Up to 15% of the required parking on-site for non-residential uses may be provided off-site, provided such spaces are within 200 feet of the development and located on private property.
5. **Shared Parking.** To foster mixed-use interaction between existing and future uses, the number of parking spaces required by this Section 1.D. may be reduced through use of shared parking agreements between owners of adjacent properties upon approval of the City Council at the time of site plan approval. Such shared parking agreements must, as a minimum, provide that the shared parking will remain in effect until such time as the uses requiring the shared parking continue to exist unless otherwise approved by the City.
6. **Standard Parking Stall.** Standard parking stalls shall be not less than nine (9) feet wide or eighteen (18) feet in length. No parking bay (comprised of two rows of standard parking stalls and one travel-way) shall be less than sixty (60) feet wide, inclusive of any structural columns.
7. **Roadside Stalls.** Roadside parking stalls shall be not less than eight (8) feet wide or twenty-two (22) feet in length. One (1) landscape island shall be constructed for a maximum of every eight (8) continuous stalls (or approximately 178 feet). Such island can be modified in design if the island interferes with drainage of the street. City staff shall have the authority to approve the final design of the modified island provided the modifications maintain the general intent of this Paragraph 7.

E. LOADING

1. **Required Area.** Each proposed building shall provide at least one designated off street loading area or facility.
2. **Design.** Loading facilities shall be designed to minimize interference with traffic flow and to eliminate the need to use any public street for the maneuvering of any delivery vehicle.

F. SIGNS

The size, quantity, location, and type of on-premise signs allowed within the Property shall be determined by the approved site plan.

G. EXTERIOR MATERIALS

1. **“Masonry” Defined.** For purposes of this Section 1.G., “masonry” means construction composed of stone, brick, concrete, hollow clay tile, decorative concrete block (but not split-faced or plain faced allowed), or other similar building units or material or combination of these laid up unit by unit and set in mortar.
2. **Minimum Requirements.** For all buildings, exterior walls shall be constructed with not less than 75% masonry material, excluding glass, glass block, stone, cast-stone, or other materials deemed as trim or accents.
3. **Cast in Place.** Use of cast in place of concrete, concrete tilt wall (cast on site or pre-cast) or other material shall be submitted for City Staff approval and determination of consistency with the intent of this Section 1.G.
4. **Wood Prohibited.** Use of exterior wood siding or wood shingle is prohibited. Wood is permitted as a “trim accent” material only.
5. **Stucco.** Use of stucco or other plaster type material (not Exterior Insulation Finishing System, i.e. “EIFS”) for exterior wall is allowed but shall not be more than 25% of the exterior surface. The use of EIFS material shall be allowed as "trim" material only.
6. **Courtyards.** Internal courtyards not visible from the public or private streets, street easements, or adjacent properties are exempt from the percentages outlined in Paragraph 2 and 5, above. Vinyl and plastic fence material are prohibited.
7. **Roof Materials.** Unless otherwise approved by Director of Community Services or designee, roof materials at pitched roofs shall be concrete roofing tile, clay or slate tiles or standing seam anodized or weather coated metal. Thirty (30) year architectural composite shingle roofing material can be used upon approval by the Director of Community Services or designee upon a determination that the appearance and application of such material is generally consistent with the intent of these regulations and any building elevations approved as part of the approved site plan. Flat roofs can be used provided they have a minimum of 42" parapet wall and screening devices that will be used for mechanical equipment.
8. **Parking Garages.** All above-ground structured parking garages that have

frontage on a public street must have a finished front facade or screen, which is complementary to the adjacent building.

H. STREETS, ACCESS EASEMENTS, AND SIDEWALKS

All public street rights-of-way, public access easements, public alleys, private streets and fire lanes within Tract 3 shall be constructed in conformance with City Engineering design criteria.

1. **Generally.** Streets must be designed and constructed within and/or adjacent to Tract 3 to mitigate the impact of development as identified in a site traffic study or as otherwise may be required as a condition of site plan approval. The street improvements that are required to be constructed shall include as a minimum (but not be limited to): traffic signals and intersection improvements at entrances to the internal roads to the east end of the Property, around the intersection of Midway Road, Blue Lake Circle, and McEwen Drive; along Blue Lake Circle, McEwen Drive, and all internal street improvements within the Property. New streetlights, tree planters, trash receptacles, street benches, shall be installed and maintained by the owner/applicant.
2. **Sidewalks.** Sidewalks shall be provided on all public and private streets. The width of the sidewalk shall be in direct proportion to the projected volume of users. Barrier-free ramps are required at all intersections and both sides of drives.
3. **Ground Level Access.** For buildings with residential units on ground level, direct street access to street shall be provided as much as possible.
4. **Maintenance.** All privately owned streets and easements within Tract 3 shall be maintained by a Property Owner Association. All such streets and easements shall be open for public access at all times, and includes sidewalks.
5. **Miscellaneous.** All street lights, trash receptacles, street furniture, street signs shall be uniform in appearance and approved by the Director of Community Services or designee prior to installation.

I. PHASING

1. **Generally.** If a tract is to be developed in phases pursuant to this Ordinance, each sub-tract shall conform to the basic performance standards of this Ordinance, as though it were a separate site.
2. **Public Access and Fire Lane.** Prior to the issuance of a Certificate of Occupancy for any phase of development in Tract 3, a public access and fire lane of at least twenty-four (24) feet in width shall be constructed within a dedicated public access and fire lane easement to enable ingress and egress to and from the property. Such easement shall be indicated on the site plan for review and approval.

3. **Phased Building Site.** If a building site is to be developed in phases, the submittal shall also include a conceptual plan for future phases showing the approximate location of circulation corridors and public utility corridors, and the approximate location of buildings and parking for future phases.

J. CONCEPT PLAN

1. **Concept Plan Approved.** Tract 3 shall be developed in substantial compliance with the Concept Plan attached to this Ordinance as Exhibit “D-1” and incorporated herein. The Concept Plan establishes the general development intent for Tract 3, including general street layout, primary block configuration, conceptual building shape and layout on each block, general location of public and private parks and amenities, parking arrangement, and generalized public use and access easements. The Concept Plan shall serve as a guide for the approval of any and all Site Plan submissions relating to Tract 3, but shall not be construed to specify precise dimensions, locations, or configurations; such details shall more accurately and appropriately be determined at time of Site Plan approval.
2. **Amendments.** Any amendment of the Concept Plan shall follow the same procedure as required for a zoning amendment. City staff may approve minor amendments to the Concept Plan that do not result in a change in designated uses, the size and bulk of buildings permitted by this Ordinance, or the generally direction and located of streets. City staff shall have the right to present any proposed minor Concept Plan amendment to the Planning and Zoning Commission and City Council for approval.

K. SITE PLAN APPROVAL

Prior to beginning any development on a building site within the Property, a comprehensive Site Plan detailing the proposed development shall be submitted to the Planning and Zoning Commission for review and recommendation and City Council for final approval. No construction permits shall be issued prior to Site Plan approval. Approval shall be based on compliance of the Site Plan with the standards, guidelines, and intent set forth in this ordinance and the Comprehensive Zoning Ordinance. The application for a Site Plan shall include, among other things, the general layout of all streets (public or private), the location of buildings, the proposed building elevations (including building height, exterior materials, and other elements showing compliance with this Ordinance), and a landscaping plan.

L. SPECIAL EXCEPTIONS

In those circumstances where the owner/applicant believes that, due to unique characteristics of the site or other special circumstances, strict compliance with the standards outlined in this Ordinance is not feasible or desirable and that deviation from the standards will allow for equal or better results, the applicant may request a special exception in conjunction with the site plan application for the site to be developed. The Planning and Zoning Commission and City Council

shall consider all requests for special exception to the standard within the context of consistency with the overall concept of the proposed development and whether or not to approve the special exception as part of the approved site plan. In no case shall a special exception be granted that would result in allowing property to be used for a purpose not otherwise permitted by this Ordinance, would allow buildings to exceed the maximum height set forth in this Ordinance, or to alter the requirements with respect to exterior building materials.

SECTION 2. Exhibit “D” of Ordinance No. 2921, as amended by Ordinance No. 2995, is hereby further amended to read as set forth in Exhibit “D-1” attached hereto and incorporated herein by reference, it being the express intent to adopt such amendment solely to address the changes to the Conceptual Site Plan affecting Tract 3 as enacted by this Ordinance.

SECTION 3. Exhibit “E” of Ordinance No. 2921, as amended by Ordinance No. 2995, is hereby further amended to read as set forth in Exhibit “E-1” attached hereto and incorporated herein by reference, it being the express intent to adopt such amendment solely to address the changes to the Overall Site Plan affecting Tract 3 as enacting by this Ordinance.

SECTION 4. It is the express intent that this Ordinance amend only the use and development regulations relating applicable to Tract 3 of PD 90. The use and development of Tracts 1, 2, 4, and 5 of PD 90 as set forth in Ordinances No. 2921, as amended by Ordinance No. 2995, shall continue to be governed by Ordinance No. 2921, as amended by Ordinance No. 2995, without amendment and notwithstanding any reference to the use a development regulations applicable to Tract 3 as set forth in said ordinances.

SECTION 5. 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 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 Comprehensive Zoning Ordinance as a whole.

SECTION 7. 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 8. 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 (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. 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 DAY, THE 6th OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/29/16:78545)

ORDINANCE NO. 3377

EXHIBIT "D-1" – Conceptual Site Plan



PHASE 1 - BUILDING "A" DATA

Proposed Use:	Multi-Family	29,602 s.f.
Retail:		1,818 s.f.
Number of Stories:	Total	150,188 s.f.
Building Height:	3 Stories	
Building Height:	4 Stories	
Number of Units:	111	
Parking Count (Garage):	191	

PHASE 1 - BUILDING "B" DATA

Proposed Use:	Multi-Family	211,936 s.f.
Retail:		21,600 s.f.
Number of Stories:	Total	211,600 s.f.
Building Height:	4 Stories	
Building Height:	5 Stories	
Number of Units:	322	
Parking Count (Garage):	282	

PHASE 1 - BUILDING "C" DATA

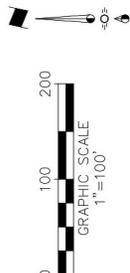
Proposed Use:	Multi-Family	29,678 s.f.
Retail:		39,078 s.f.
Number of Stories:	Total	39,078 s.f.
Building Height:	4 Stories	
Building Height:	5 Stories	
Number of Units:	107	
Parking Count (Garage):	102	

PHASE 2 - BUILDING "D" DATA

Proposed Use:	Multi-Family	211,936 s.f.
Retail:		21,600 s.f.
Number of Stories:	Total	211,600 s.f.
Building Height:	4 Stories	
Building Height:	5 Stories	
Number of Units:	322	
Parking Count (Garage):	282	

SITE DATA

Block B in the Center Addition: 441 Blue Lake Circle & 4020, 4040, & 4100 McEwen Road	
Zoning: R999	
Site Area	223,300 s.f.
Phase I	179,271 s.f.
Phase II	203,505 s.f.
Total	382,776 s.f.
Retail (Square Footage)	11,548 s.f.
Multi-Family (Square Footage)	310,228 s.f.
Total Building Area	321,776 s.f.
Total Building Area	364,516 s.f.
Parking Provided	588,000
Total	588,000



CONCEPTUAL SITE PLAN
EXHIBIT "D"

MIDWAY URBAN VILLAGE

24141 BLUE LAKE CIRCLE AND 4020, 4040, 4040,
& 4100 McEWEN ROAD
LOTS 1-5, BLOCK B
CENTRE ADDITION
PARKERS BRANCH, TEXAS
99206, PG 0358

LEEDS REAL ESTATE SERVICES, INC.
11700 Preston Road, Suite 60296
Dallas, Texas 75230

LEEDS
REAL ESTATE SERVICES, INC.
11700 PRESTON ROAD, SUITE 60296
DALLAS, TEXAS 75230

BROCKETT/DRAKE, INC.
Engineering, Planning, Surveying
Civil & Structural Engineers
Texas Registered Engineering Firm No. 1481
11000 West Loop West, Suite 1100
Dallas, Texas 75240
(214) 342-8800 • Fax (214) 342-8800

DATE: 05/27/16 SHEET 1 OF 2

**ORDINANCE NO. 3377
EXHIBIT "E-1" –Overall Site Plan**



CONCEPTUAL SITE PLAN

EXHIBIT "E"

MIDWAY URBAN VILLAGE
24141 BLUE LAKE CIRCLE AND 4020, 4040,
& 4100 McEWEN ROAD
LOTS 1-5, BLOCK B
THE CENTRE ADDITION
(VOL. 99206, PG 0358)
FARMERS BRANCH, TEXAS



BROCKETTE/DAMS/DRAKE, INC.
consulting engineers
1444 North Central Expressway, Suite 1100
FARMERS BRANCH, TEXAS 75440
214-344-8400 • www.bdd.com

DATE: 05/27/16 SHEET 1 OF 1

LEEDS REAL ESTATE SERVICES, INC.
11700 Preston Road, Suite 660296
Dallas, Texas 75230



Site Photographs



View from Midway towards Blue Lake Cir and McEwen Dr.



Street views from McEwen Dr.



Street views from Blue Lake Cir.

Leeds Real Estate Services, Inc.
11700 Preston Road, Suite 660296
Dallas, TX 75230

August 26, 2016

Mr. Andy Gilles
Director of Community Services
City of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, TX 75234

RE: Request to change City Council Meeting regarding:
Midway Urban Village
4020, 4040 and 4100 McEwen Road and 4141 Blue Lake Circle

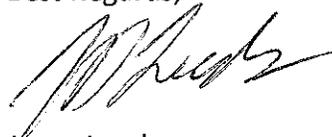
Dear Andy,

I am formally requesting to change the City Council Meeting date from Sept. 6, 2016 to Sept. 20, 2016 in regards to the two agenda items: PD 90 Amendment and Detailed Site Plan Approval for Midway Urban Village

Unfortunately, my family has had plans to be out of town over Labor Day Weekend, through Sept. 7, 2016. As a result, I will not be in town to attend the City Council Meeting on Sept 6, 2016.

Please let me know if you have any questions.

Best Regards,



Jason Leeds
President



City of Farmers Branch

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

Staff Report

File Number: TMP-1795

Agenda Date: 9/6/2016

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Procedural Item

Agenda Number: H.2

Conduct a public hearing and consider adopting a maximum property tax rate of 60.56-cent on September 20, 2016; and take appropriate action.

DISCUSSION:

A second public hearing is being held to consider adopting a maximum property tax rate of 60.56-cent for the 2016-17 fiscal year. In compliance with the State Property Tax Code, the City Council passed a motion during the August 2, 2016, City Council meeting proposing that the City consider adopting a maximum property tax rate of 60.56-cent. No tax rate was adopted at that meeting.

Two public hearings regarding this proposal were scheduled: One hearing was held on August 16, 2016 and one is being held tonight (September 6, 2016).

A public work session of the City Council was held on August 9, 2016 at 1:00 p.m. to discuss the City's proposed budget. A discussion was also held earlier this evening to discuss the City's proposed budget and proposed tax rate. Final budget and property tax rate adoption is scheduled to take place at the City Council meeting on September 20, 2016 at 6:00 p.m. The meeting will be held at the City of Farmers Branch, City Hall, located at 13000 William Dodson Parkway, Farmers Branch, Texas 75234.

No other City Council action is required on this item tonight.

The following procedure is recommended:

1. Mayor will open the public hearing.
2. Comments will be heard from citizens.
3. Hearing will be closed.
4. City Council discussion.



City of Farmers Branch

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

Staff Report

File Number: 16-227

Agenda Date: 9/6/2016

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Procedural Item

Agenda Number: H.3

Conduct a public hearing on the proposed 2016-2017 Operating and Capital Improvement Program Budget in accordance with Article IV of the City Charter; and take appropriate action.

DISCUSSION:

A public hearing is being held to consider the 2016-17 operating and capital improvement program budget. The proposed budget was filed with the City Secretary on July 29, 2016 and copies of the proposed budget were made available for public inspection at the Farmers Branch Manske Library, Farmers Branch Police Department, Farmers Branch Senior Center, City Hall Lobby, and on the City's website.

A public work session of the City Council was held on August 9, 2016 at 1:00 p.m. to discuss the budget and opportunities to discuss the budget have been scheduled to precede all regularly scheduled City Council meetings during the months of August and September, 2016, should they be necessary. The City Council will meet on September 20, 2016 to vote to adopt the budget, ratify the tax increase reflected in the budget, and to levy the tax rate.

The procedure tonight will be as follows:

1. The Mayor will open the public hearing.
2. Comments will be heard from citizens.
3. The hearing will be closed and the City Council will take action to schedule a vote to adopt the budget on September 20, 2016.
4. City Council discussion will follow.

The Mayor will now open the public hearing on the proposed budget.



City of Farmers Branch

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

Staff Report

File Number: ORD-3389

Agenda Date: 9/6/2016

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number: H.4

Conduct a public hearing and consider adopting Ordinance No. 3389 granting a Specific Use Permit to allow a Hotel to be located at 1 Mira Vista Boulevard; and take appropriate action.

BACKGROUND:

The applicant, Darsit Bhakta (Hampton Inn), is requesting a Specific Use Permit to allow hotel use on the Mira Lago Peninsula. The entire Lago Vista peninsula (consisting of approximately 66 acres) is zoned Planned Development No. 81 (PD-81). This PD allows for a wide variety of retail, office and high density residential development. PD-81 is divided into two basic subdistricts, the "**Employment Core**" subdistrict and the "**Mixed Use Residential**" subdistrict. This 2.45 acre undeveloped site is located within the "Employment Core" zoning subdistrict, which currently allows "hotels, including residence hotels" to be developed after obtaining a Specific Use Permit.

DISCUSSION:

The applicant is proposing two buildings on the site: one, 4-story hotel and one, 2-level parking structure. The hotel is proposed to be located along Mira Lago Boulevard and will have a main lobby with two entries: the main entry with the drop-off area at the southern side and the pedestrian entry on the north side toward Mira Lago Boulevard. The parking structure is proposed on the southwest corner of the lot and the remaining southeastern portion along Lago Vista East Boulevard is proposed to be used as a landscape open space until it will be developed into a Conference Center at a future date. The proposed hotel will consist of approximately 70,535 square feet, containing 117 rooms.

Three letters of opposition for this Specific Use Permit request have been received by the city. One letter of opposition is from the OMNI Dallas Hotel at Park West, an adjacent property. The other letters are from Double Tree Farmers Branch Hotel and from Windham Garden Hotel on LBJ Freeway in Farmers Branch.

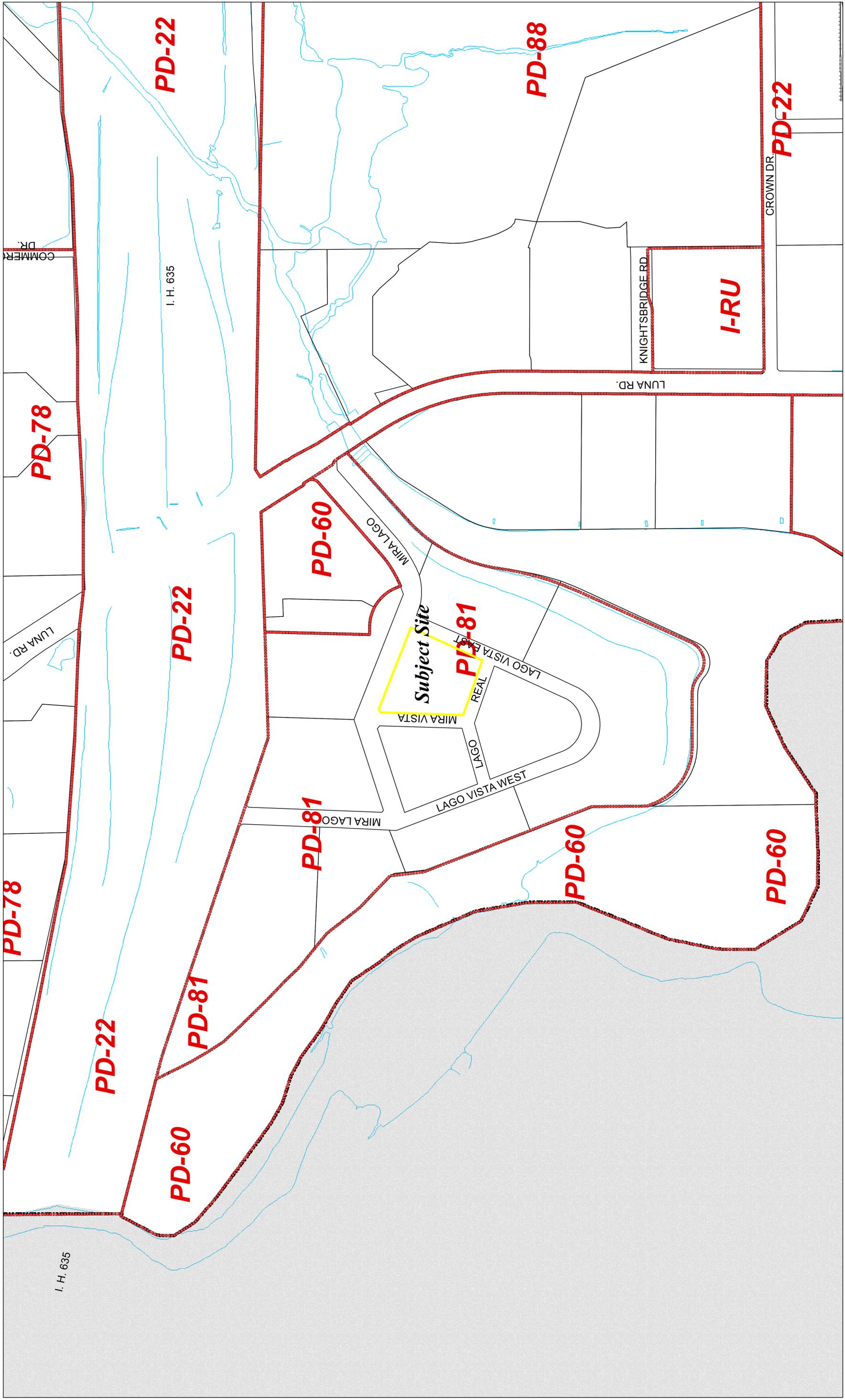
RECOMMENDATION:

On August 8th, 2016 the Planning and Zoning Commission recommended denial of the Specific Use Permit.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Ordinance No. 3389

5. Market Study
6. Site Photographs
7. Letters of Opposition



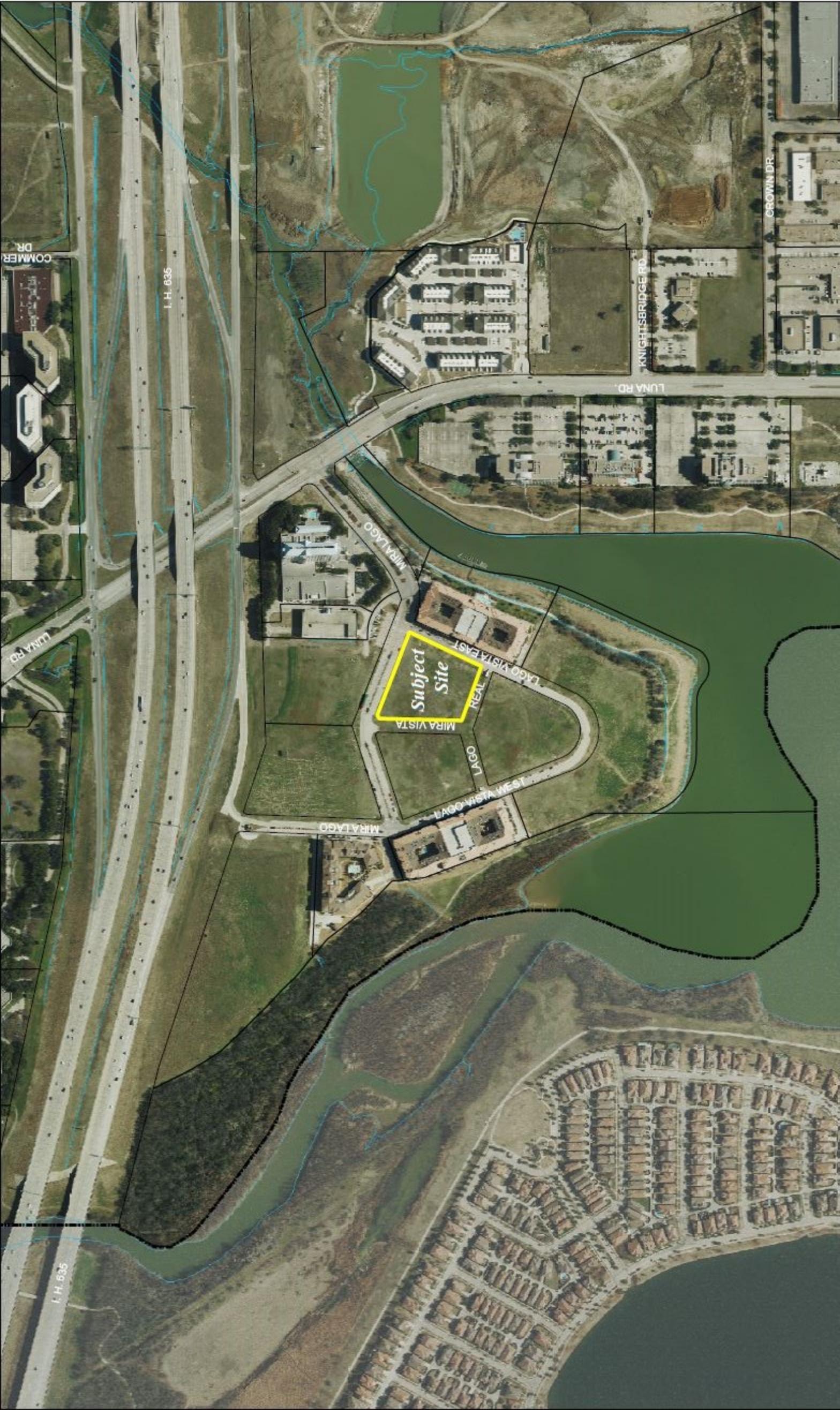
16-SU-15 - Location Map

1 Mira Vista Blvd

-  Zoning District Boundary
-  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.





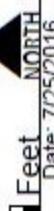
16-SU-15 - Aerial Map

1 Mira Vista Blvd



- Parcel Property Boundaries
- City Limit

0 460 920



Feet
Date: 7/25/2016

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



Information MEMORANDUM

TO: Mayor and City Council
FROM: Charles Cox
City Manager
DATE: August 31, 2016
SUBJECT: Proposed Ordinance No. 3389 to approve a Specific Use Permit with an associated Site Plan for a hotel

Existing Conditions:

This 2.45 acre site is located within the Mira Lago peninsula, in one of the core tracts defined by the existing Mira Lago and Lago Vista East Boulevards and future Mira Vista and Lago Real Boulevards. The property is surrounded by undeveloped sites to the south and north. To the north, across Mira Lago Boulevard is the site of the recently approved Mira Lago Hospitality hotels (Candlewood and Holyday Inn Express). At the north east corner across Mira Lago Boulevard is the Omni Hotel and at the east side across Lago Vista Boulevard is Laguna Vista Apartment Complex. (See Aerial Map)

The entire Lago Vista peninsula (consisting of approximately 66 acres) is zoned Planned Development No. 81 (PD-81). (See Location Map) This PD allows for a wide variety of retail, office and high density residential development. PD-81 is divided into two basic subdistricts, the “**Employment Core**” subdistrict and the “**Mixed Use Residential**” subdistrict. This 2.45 acre undeveloped site is located within the “Employment Core” zoning subdistrict, which currently allows “hotels, including residence hotels” to be developed after obtaining a Specific Use Permit.

Site Design:

The applicant is proposing two buildings on the site: one, 4-story hotel and one, 2-level parking structure. The hotel is proposed to be located along Mira Lago Boulevard and will have a main lobby with two entries: the main entry with the drop-off area at the southern side and the pedestrian entry on the north side toward Mira Lago Boulevard. The parking structure is proposed on the southwest corner of the lot and the remaining southeastern portion along Lago

Vista East Boulevard is proposed to be used as a landscape open space until it will be developed into a Conference Center at a future date. A corresponding Site Plan application will be submitted for any future development on the remaining portion of the site. (See Site Plan)

The proposed hotel will consist of approximately 70,535 square feet, containing 117 rooms. A lobby with reception desk, meeting area with a small business center, breakfast area, fitness room, and indoor pool with outdoor seating areas will be located on the first floor. The outdoor seating areas are located on the northeast and southeast corners and will be screened from public view with landscaping. The outdoor areas are accessible only from the indoor pool area. The main entry into the hotel will be located on the south side of the building, and will include a covered driveway area, or “porte cochere”. Another entry area will mirror the main entry on the northern side and serve as a pedestrian access from Mira Lago Boulevard. (See Conceptual Floor Plans)

A limited number of surface parking spaces (26) are proposed along the southern side of the building, however most of the guest parking will be located within the parking garage. The parking garage will be accessible on two sides, the stairs and elevator area will be directly connected to the hotel reception area through a walkway.

The dumpster will be located in the open area portion and will be screened from public view with a masonry wall and a dense row of shrubs. (See Site Plan)

Elevations

The architectural style of the exterior of the hotel can be generally classified as “Contemporary”. The exteriors shall consist of brick, stone and stucco material, and will complement the “Contemporary Mediterranean” style of the existing buildings in PD-81. The access areas will have a distinct architectural treatment on the building north and south façades and will be covered by canopies and/or columns. The ground floor windows on the north façade, facing Mira Lago Boulevard, will have metal awnings.

The hotel will be 4 stories in height with an overall height of approximately 61 feet. The applicant is proposing at least 75% brick and stone. (See Elevations and Renderings)

The parking structure will be 2 levels high and will be constructed using precast concrete panels.

Each room will have its own individual HVAC system and will be incorporated into the window design. All other HVAC equipment will be located on the roof. A monolithic PVC membrane flat roofing system will be used on the building. The proposed parapet on the building will screen the roofing system and equipment from public view.

Landscaping and Open Space

The applicant has proposed to provide approximately 32% of the site as natural or landscaped open space. PD-81 requires 10%. The applicant has agreed to minimally landscape the open area

at the southeast corner of the remaining undeveloped site at this time. 79 new trees are proposed to be installed throughout the site, a combination of Oak, Holly and Crape Myrtle.

The proposed streetscape along Mira Lago and Lago Vista Boulevards will include 6-foot wide sidewalks with canopy trees to provide ample shade. The applicant is also proposing to install 7 seating areas with benches and trash receptacles and street light poles along Mira Lago and Lago Vista East Boulevards. This streetscape will be comparable with the existing streetscape elements located in front of the existing developments within PD-81 (Laguna Vista, Evergreen and Portofino Apartments). (See Landscape Plan)

Parking

Based on the proposed use, PD-81 requires at least 123 on-site parking spaces. 25% of these spaces can be surface parking.

The applicant is proposing 146 on-site parking spaces. 122 of these parking spaces are located within the proposed 2-level parking structure. Only 26 surface parking spaces are proposed (17% of total) within the site. Currently there are 20 parallel parking spaces along Mira Lago and Lago Vista Boulevards. (See Site Plan)

Signage

The applicant is proposing to install wall signs on three façades (north, south and east). The wall signs will be up to 4 feet in height and maximum 138 square feet. (See Elevations and Renderings) PD-81 requires all wall signs to be less than 10 feet high and less than 150 square feet. The proposed signage complies with PD-81 requirements.

Special Exception: Development Standards

PD-81 requires all buildings fronting a street to be setback no further than 10 feet from a property line. The Site Plan proposes a minimum 10 feet setback along Mira Lago Boulevard to accommodate the articulation of the proposed façade and the outdoor seating area without affecting the vision set by PD-81 for a more walkable urban community.

The City Staff is in support of this Special Exception.

Market Study:

The applicant submitted a Market Study for the proposed Hampton Inn & Suites in Farmers Branch completed by DP Consulting, Professionals in Hotel Development. In their analysis of the area and the specific location of this site in greater Dallas hotel market, the researchers make an informed estimation for occupancy, average daily rate and room revenue for 2018-2020.

For the proposed Hampton Inn, DP Consulting's Analysis indicated a strong overall occupancy rate and highlights the following main ideas:

- There is a new sum-market being formed at Luna / I-635 area that will be directly competitive with the area along TX-114 in Las Colinas.
- The proposed Hampton Inn will replace an older Hampton Inn located at I-35 and Walnut Hill.
- The estimated user groups for the Hampton Inn are the Individual Business Travelers and Leisure Travelers that will be typical users of the brand and are looking for a location with good surroundings.

Based on these assessments, DP Consulting recommends Hampton Inn & Suites as the highest and best use for the subject site.

Comprehensive Plan:

The West Side Plan designated the Mira Lago peninsula as a Neighborhood Center. A Neighborhood Center is defined as an area that could support both office, retail and residential development. The proposed SUP and associated Site Plan is consistent with the West Side Plan.

Public Response:

Nine (9) notification letters were mailed to the surrounding landowners on July 28th, 2016. Two (2) zoning notification signs were also posted on the site on that day. A public notice was placed in Dallas Morning News on August 19th, 2016. As of August 31, three letters of opposition to this request has been received by the City. One letter is from an adjacent property owner, Omni Hotels and Resorts, Park West, Dallas.

Possible Council Action:

1. I move to adopt Ordinance No. 3389.
2. I move to adopt Ordinance No. 3389 with the following modification(s)...
3. I move to table the item or take no action.

Hampton Inn & Suites
2.45 Acres
Part of Mira Lago Addition
William P. Shahan Survey, Abstract No. 1335
Farmers Branch, Dallas County, Texas

BEING a 2.45 acre tract located in the William P. Shahan Survey, Abstract No. 1335, Farmers Branch, Dallas County, Texas, being part of the Mira Lago Addition, an Addition to the City of Farmers Branch as recorded in Volume 2004136, Page 134, Deed Records Dallas County Texas (DRDCT), said 2.45 acres being a portion of Lot 1, Block D and a portion of Mira Vista, a 62-foot right of way, both being part of said Addition; said 2.45 acres being more particularly described by metes and bounds as follows: (Bearing system for this survey is based on the City of Farmers Branch published control network and the Texas State Plane Coordinate System - NAD 83 (2011), North Central Zone 4202, based on observations at monuments 1 & 2.)

BEGINNING at the southwest corner for the intersection of Mira Lago Boulevard (90-foot right of way) and Lago Vista East (62-foot right of way), being the northeast corner of said Lot 1;

THENCE, South 24 degrees, 42 minutes, 44 seconds West, with the west right of way for said Lago Vista East and the east line of said Lot 1, a distance of 287.78 feet to a point for corner;

THENCE, North 68 degrees, 35 minutes, 55 seconds West, departing the west right of way for Lago Vista East and the east line of said Lot 1, a distance of 372.00 feet to a point for corner;

THENCE, North 24 degrees, 42 minutes, 44 seconds East, a distance of 287.78 feet to a point for corner on the south right of way line for Mira Lago Boulevard;

THENCE, South 68 degrees, 35 minutes, 55 seconds East, with said south right of way line and the north line of said Lot 1, a distance of 372.00 feet to the POINT OF BEGINNING.

CONTAINING 2.45 acres of land, more or less.

The undersigned, Registered Professional Land Surveyor, hereby declares that the foregoing description accurately sets out the metes and bounds of the dedication tract described.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY
PURPOSE AND SHALL NOT BE USED OR VIEWED OR
RELIED UPON AS A FINAL SUVEY DOCUMENT.

RELEASED 07/20/16

Paul Hubert
Registered Professional Land Surveyor No. 1942
Pacheco Koch, LLC
7557 Rambler Road, Suite 1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10193805



June 30, 2016

Mr. Divyesh Das
5858 Hilcroft
Houston, TX 77036

Re: Market Study – Hampton Inn and Suites – Farmers Branch, Texas

Mr. Das:

We have completed our analysis of the hotel market near Luna Road and I-635 and the proposed development of a 117-room Hampton Inn and Suites hotel. The conclusions reached are based upon our present knowledge of the competitive market area resulting from our fieldwork completed June 24, 2016.

As in all studies of this type, the estimated results are based upon competent and efficient management and presume no significant change in the competitive position of the hotels from that as set forth in this report. The terms of our engagement are such that we have no obligation to revise this report to reflect events or conditions that occur subsequent to the date of the completion of our fieldwork.

The estimates of property performance are based on an evaluation of the present general level of the area's economy and make no provision for the effect of any sharp rise or decline in local or general economic conditions.

In summary, it is our opinion that there is market justification for developing the proposed Hampton Inn and Suites with 117 guestrooms. We further conclude the following:

- The proposed Hampton will gain nearly all of its market share from the limited-service hotels located in Dallas and Irving, one of which is coming out of the Hampton system and is being replaced by this Hampton Inn.
- We also noted that the average age of the competitive set is nearly 20 years old. This means the newest hotels for 3 miles in every direction will be consolidated at Luna and I-635, thereby creating a new hospitality destination.

- Hotels work just like a restaurant grouping, where one restaurant struggles, three or more restaurants succeed. It is therefore likely that the Holiday Inn Express and the Candlewood will also benefit from the addition of the Hampton Inn.
- Since the limited service hotels do not offer food and beverage and there are no restaurants nearby, it is likely the existing full-service hotels will see an increase in their food and beverage sales.
- Lastly, as noted in the following table, the proposed Hampton Inn will likely generate more than \$250,000 per year in hotel occupancy taxes (HOT) paid to the City of Farmers Branch. Over 10 years, the City could collect as much as \$3.5 million in hotel occupancy taxes, just from the proposed Hampton Inn.

Average Daily Rate and Rooms Revenues					
Year	Occupancy	Average Daily Rate		Rooms Revenue	Potential City HOT
		2016 Dollars	Inflated Dollars		
2018	68%	\$121.00	\$123.25	\$3,579,180	\$250,543
2019	72%	\$121.00	\$128.25	\$3,943,688	\$276,058
2020	74%	\$121.00	\$133.25	\$4,210,700	\$294,749

Economic Summary

Dallas is located in the Central Time Zone in North Central Texas, 35 miles east of Fort Worth, 245 miles north, northwest of Houston and 300 miles north of the Gulf of Mexico. It is the largest economic center of the 12-county Dallas – Fort Worth – Arlington metropolitan statistical area (MSA), which includes Collin, Dallas, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant and Wise counties. The MSA had a population of 6,954,330 as of July 1, 2014, while the city of Dallas had a population of 1,281,047. In 2014, the metropolitan economy surpassed Washington D.C. to become the fifth largest in the United States, with a GDP over \$504 billion.

The proposed hotel site is located in Farmers Branch, which is a city in Dallas County. It is located 14 miles northwest of the city of Dallas. The city is bordered by two interstate highways and two toll roads and is less than 15 minutes from both Dallas/Fort Worth International Airport and Dallas Love Field. Farmers Branch is also home to more than 4,000 companies and more than 250 corporate headquarters, including JDA software, Occidental Chemical, Itron Security, Taco Bueno, SoftLayer Technologies, and Monitronics.

Tourism

There are numerous athletic facilities in Farmers Branch. This factor has led the Economic Development & Tourism Department to target much of their marketing efforts in attracting tournaments, which fill guestrooms on weekends. Marketing of tournaments has also proven to be somewhat recession resistant.

2015 Major Tournament Events - Farmers Branch, TX		
Event Name	Nights	Room Nights
NCA Cheer	4	1,401
Premier Baseball	6	1,275
Super Copa Boys	8	1,106
Dallas International Girls Cup	16	1,048
Super Copa Girls	8	837
<i>Source: Farmers Branch Economic Development & Tourism</i>		

Because Farmers Branch is mostly a business market, most of the hotel guest rooms have king beds. However, the most requested room-type for sports teams is double-queen, since they frequently occupy four to a room. One of the risks of a hotel booking a team is the concern the team will lose and not advance to the next round of play. When a team loses, they check out early.

Teams choose their hotels based on proximity to the fields. As such, hotels near Luna and I-635 will likely be the first choice for most teams, but girls' teams like staying near the Galleria because of its proximity to shopping. The girls' teams also require larger room blocks because they travel as families. Boys tend to travel as teams with fewer parents and occupy smaller room blocks.

Retail

The Galleria Dallas is an upscale shopping mall, and mixed-use development, located across the freeway from the proposed hotel site. The Galleria contains over 200 stores and restaurants, including an ice rink and the Westin Galleria Hotel.

Office

Numerous headquarters have been announced that include: 1) Toyota North America spending \$350 million to build a 2.1 million-square-foot corporate campus; 2) Liberty Mutual Insurance is spending \$325 million to accommodate 4,000 employees in the company's new North American headquarters by 2017; and 3) J.P. Morgan Chase & Co. is spending \$2 billion to develop 800,000 square feet of office space on 50 acres. Each of these new office spaces would increase hotel demand in varying degrees.

Airports

Dallas is home to two airports, the Dallas/Fort Worth (DFW) International Airport and Dallas Love Field Airport. The Dallas/Fort Worth International Airport is the largest hub for American Airlines, which is headquartered near the airport. As of October 2014, DFW Airport has service to a total of 207 destinations, including 58 international and 149 domestic destinations within the U.S. The airport is located

19 miles from downtown Dallas and is centrally located within 30 minutes from any part of the city.

DFW Airport is undergoing a \$2.7 billion "Terminal Renewal and Improvement Program" (TRIP), which encompasses renovations to the four original terminals (A, B, C and E). Work on the project began following the conclusion of Super Bowl XLV in February 2011. Terminal A was the first terminal to undergo these renovations. Gates A6-A16 were completed in April 2013, the whole terminal was completed in 2015, and the entire TRIP project should be complete by the end of 2018. The airport also has completed a \$2.8 million renovation of Terminal D to accommodate the double-deck Airbus 380.

Dallas Love Field (DAL) Airport is a city-owned public airport, which is six miles northwest of Downtown Dallas. The corporate headquarters for Southwest Airlines is located at Love Field. The following table shows the total passenger enplanements at both airports.

Airport Passenger Enplanements		
Year	DFW International	Love Field
2009	13,709,610	7,744,522
2010	14,313,971	7,960,809
2011	14,313,971	7,980,020
2012	14,305,416	8,173,927
2013	14,584,093	8,470,586
2014	14,547,301	9,413,636
CAC	1%	4%

Major Employers

As of August 2015, the Dallas-Ft. Worth-Arlington MSA job count had increased to just fewer than 3.4 million jobs. The city's economy is primarily based on banking, commerce, telecommunications, computer technology, energy, healthcare and medical research, and transportation and logistics.

The following table lists the largest private sector employers, which includes several national airline, healthcare, and financial service companies. These companies generate hotel demand in varying degrees.

Major Private Sector Employers - Dallas/Fort Worth, TX		
Company	Industry / Product	Employees
American Airlines Group	Airline	23,700
Baylor Health Care System	Healthcare	22,000
Texas Health Resources	Healthcare	16,205
Bank of America	Financial Services	15,400
JPMorgan Chase	Financial Services	13,000
Texas Instruments	Semiconductors	13,000
Lockheed Martin Aeronautics	Aviation and Aerospace	12,600
NCA North Texas Division	Healthcare	11,612
Southwest Airlines	Airline	8,345
Verizon Communications	Telecommunications	8,100
Raytheon	Aviation and Aerospace	8,000
Bell Helicopter	Aviation and Aerospace	6,500

Source: Dallas Office of Economic Development

Major Employers - Farmers Branch, TX		
Company	Industry / Product	Employees
J.P. Morgan Chase	Financial Services	2,390
IBM Corporation	Computer Science	1,870
Internal Revenue Service	Tax Collection	1,200
Geico	Insurance	1,088
Telvista	Call Center Outsourcer	1,000
TDIndustries	Mechanical Construction	900
Hagger Clothing Company	Manufacturing	750
Monitronics International Inc.	Security System	700
Encore Enterprises, Inc.	Real Estate	650
Glazer's Wholesale Drug Company	Distributor	650

Source: City of Farmers Branch 2014 Comprehensive Annual Financial Report

Project Description

Subject Site

The proposed site contains approximately 2.45 acres and is proximate to the Omni Hotel, which offers a restaurant and bar.

To access the site from the direction of Dallas/Fort Worth International Airport, travelers will find their way to IH-635 east towards Farmers Branch and proceed approximately seven miles to exit 28. Once on the feeder road of IH-635, travelers will make a right onto Luna Road and a right on Mira-Lago where they will see the hotel. Travelers will then turn left on Lago Vista East and find the entrance to the site on the right.

Hotel Guests arriving from Dallas Love Field Airport will find their way to Stemmons Freeway (IH-35E) and head north, for approximately six miles, and follow the signs to west bound I-635. Once on I-635, travelers will exit Luna Road, turn left under the freeway, and follow the same directions to the site.

Proposed Hotel

Based on our review of the historical performance of the market, inspection of competitive hotels, interviews of area demand generators, and a review of the existing and planned area developments, we concur that developing a 117-room Hampton Inn & Suites is the highest and best use for the subject site.

Hampton Inn & Suites is part of Hilton Worldwide. The company's portfolio of thirteen world-class global brands is comprised of more than 4,660 managed, franchised, owned and leased hotels and timeshare properties, with more than 765,000 rooms in 102 countries and territories, including Hilton Hotels & Resorts, Waldorf Astoria Hotels & Resorts, Conrad Hotels & Resorts, Canopy by Hilton, Curio – A Collection by Hilton, DoubleTree by Hilton, Embassy Suites by Hilton, Hilton Garden Inn, Hampton by Hilton, Tru by Hilton Homewood Suites by Hilton, Home2 Suites by Hilton and Hilton Grand Vacations.

The hotel will be equipped with a combination of room types to include suites with either king beds or two queen beds. The king-bedded rooms will have walk-in showers, and the double queen-bedded rooms will have bathtubs. As required, there will be suites with ADA accessible bathrooms.

The guestrooms in the proposed hotel should be based on the current Hampton Inn & Suites prototype, which provides comfortable and efficient accommodations that will appeal to travelers with a variety of needs. In-room amenities include standard hotel features such as secure-wired and high-speed wireless Internet, cable television viewed on a large flat panel high-definition TV, a phone with voice mail, and energy-efficient lighting.

Per Hampton Inn & Suites standards, the hotel should serve a complimentary breakfast. Recreational amenities should include a fitness center and outdoor swimming pool, with a fire pit gathering area.

Lodging Market Overview

Hotel Market Overview

The Texas hotel market comprises nearly 415,000 hotel guestrooms of varying quality. The research firm, Source Strategies, uses data derived from the hotel occupancy tax rolls published by the State of Texas. By analyzing data provided by Source Strategies, we developed the following long-term trends for Texas metro and non-metro areas.

The national recession, which began in late 2007 for some parts of the country, did not arrive in Texas until the last quarter of 2008 and became more severe in 2009. In 2009, occupancies dropped to an all time low of 54.0% in the metro hotel markets. While ADR increased 6.6% per year through 2008, it dropped 7.0% in

2009 to \$85.96. ADR began to recover in 2011 and has increased 2.8% per year from the low in 2010 to the new high of \$103.17 in the third quarter of 2015.

Texas Metro Hotel Markets				Non-Metro Hotel Markets		
Year	Occupancy	Average Daily Rate	RevPAR	Occupancy	Average Daily Rate	RevPAR
2005	60.8%	\$76.18	\$46.32	52.0%	\$55.62	\$28.92
2006	61.8%	\$83.12	\$51.37	54.7%	\$59.55	\$32.57
2007	62.0%	\$87.83	\$54.45	56.2%	\$62.91	\$35.36
2008	61.8%	\$92.44	\$57.13	57.4%	\$67.60	\$38.80
2009	54.0%	\$85.96	\$46.42	50.0%	\$63.09	\$31.55
2010	55.6%	\$85.17	\$47.39	50.2%	\$66.10	\$33.18
2011	59.6%	\$88.10	\$52.50	55.6%	\$70.08	\$38.99
2012	62.8%	\$91.35	\$57.33	58.7%	\$75.64	\$44.37
2013	64.3%	\$96.38	\$57.59	58.2%	\$78.61	\$45.79
2014	66.8%	\$100.52	\$67.11	58.4%	\$83.43	\$48.70
2015 *	66.5%	\$103.17	\$68.60	56.5%	\$81.85	\$46.22
CAC **		3.1%	4.0%		3.9%	4.8%

Source: Source Strategies

* 2015 data is based on the Trailing 12 months through the Third Quarter 2015.

**Compound Annual Change

Comparatively, the occupancies of the non-metro area hotels declined from 57.4% in 2008 to 50.0% a year later and did not return to the previous high until 2012. ADR followed a similar pattern as the metro hotels with a sharp rise through 2008, followed by a sharp decline in 2009. Unlike the recovery in the metro markets, the non-metro markets have recovered at a much faster rate of 4.8% per year through the third quarter of 2015.

Summary of Competitive Set

The greater Dallas hotel market contains over 500 hotels with approximately 75,000 guestrooms of varying quality. Of which, we identified eight hotels as the competitive set for the proposed hotel.

Because the proposed hotel is located in a developing area of Farmers Branch and will have easy access to the freeway, we chose the two full-service hotels nearby and similarly priced limited-service hotels within a three-mile radius of the site as its primary competitors. A summary listing of the competitive hotels is provided in the following table and more detail is provided in **Exhibit A**.

SUMMARY OF COMPETITIVE HOTELS Farmers Branch, Texas			
Properties	Rooms	Year Opened	Property Type
Farmers Branch			
1 DoubleTree Dallas - Farmers Branch	160	1999	Full Service
2 Omni Dallas Hotel @ Park West	337	1989	Full Service
Dallas - I - 35E			
3 Hampton Inn Dallas - North - I-35E @ Walnut Hill	113	1986	Limited Service
Las Colinas			
4 Fairfield Inn & Suites Dallas Las Colinas	117	1998	Limited Service
5 Holiday Inn Express & Suites - Irving Convention Center - Las Colinas	128	1997	Limited Service
6 SpringHill Suites Dallas DFW Airport - East/Las Colinas Irving	120	2006	Limited Service
7 La Quinta Inn & Suites Dallas - Las Colinas	92	1998	Limited Service
8 Hampton Inn Dallas - Irving - Las Colinas	135	1997	Limited Service
New Hotels			
A Hampton Inn & Suites - Farmers Branch	117	2018	Limited Service
B Holiday Inn Express	100	2017	Limited Service
C Candlewood	80	2017	Extended Stay
D Former Hampton Inn Dallas North to become Quality Inn	-113	2018	Limited Service
Total Hotel Rooms	1,386		

New Supply

In addition to the subject Hampton Inn and Suites, plans have been submitted for two hotels to be built on adjacent sites. One will be a Holiday Inn Express with +/- 100 rooms and a Candlewood Suites with +/- 80 suites. We have assumed that each of these hotels will be open by 2018.

Another change in market supply is also occurring that is factored into our analysis. What is presently a Hampton Inn with 113 guestrooms located near IH-35 and Walnut Hill, will lose its Hilton affiliation just before the proposed Hampton opens. At that point, the older Hampton will cease being competitive which means the Hampton Inn proposed for Farmers Branch is effectively replacing the older one in located in Dallas.

Because so many rooms are opening near the intersection of Luna and I-635, we see a new sub-market forming that will steal its market share from sub-competitive hotels along Stemmons Freeway and from direct competitors along TX-114 in Las Colinas. As noted in the previous table, the average age of the competitive set is nearly 20 years. This means the newest hotels for 3 miles in every direction will be consolidated at Luna and I-635. This will give the older hotels near this intersection competitive advantage as the newer hotels will attract customers to the area and create awareness of the new sub-market.

Sources of Market Demand

Through our research of the competitive set, and observation of hotel operations in the market, we were able to develop the following analysis that quantifies the primary sources of demand for the competitive set.

Market Mix - Annual Room Nights of Demand		
Demand Segments	Room Nights	% Mix
IBT	183,600	58%
Group	41,500	13%
Leisure	91,600	29%
Total Occupied Roo	316,700	100%

The combined competitive hotels classify a portion of their demand as **Individual Business Travelers (IBT)**, representing approximately 58% of the market demand. IBT demand is generated when sales people and consultants call on area companies, or when area companies bring employees and customers in for meetings. Much of the IBT demand generated in this market is related to consultants and sales people visiting area companies. Other sources of IBT demand occur when area companies bring in candidates for job openings.

Nearly all of the hotels maintain a roster of negotiated corporate rates with companies that need rooms on a more frequent basis. These rates are often lower than the rack rate and come with commitments for a minimum number of room nights.

Group and Convention demand in this market occurs when companies need to hold meetings to discuss business issues. Since the limited-service hotels of the competitive set are smaller and do not have large amounts of meeting space, most of the groups are hosted in the full-service hotels. On the weekend, however, groups consist of sports teams staying at all the hotels and participating in tournaments. As such, we estimate Group demand will likely comprise 13% of the overall demand, with the full-service hotels averaging 30% versus the limited-service hotels averaging much less at 5%.

Leisure demand for the competitive hotels represents approximately 29% of their occupied room nights with the limited-service hotels averaging 30% and the full-service hotels averaging 20%. Leisure demand primarily occurs on holidays, weekends when visitors come to Dallas for a shopping trip or social events.

Competitive Set Historical Performance

DPC assembled occupancy and ADR information for each competitor for year-end 2011 through year-end 2015 and derived estimated levels of total supply and demand expressed as room nights per year.

The following table summarizes the historical performance of the Competitive Set. While there were no additions to supply over the last five years, demand increased at 3.3% per year. Much of this increase can be attributed to the ongoing recovery from the national recession of 2008, but it is also indicative of the strength of the

Dallas economy. Demand outpacing supply has caused occupancy to increase from a low of 63.3% in 2011 to a high of 72.2% in 2015. It is important to note that the market occupancy has remained above 65% for four consecutive years.

HISTORICAL MARKET CONDITIONS - ANNUAL ROOM NIGHTS						
	2011	2012	2013	2014	2015	CAC*
Supply - Guestrooms	1,202	1,202	1,202	1,202	1,202	
Supply - Annual Rooms Nights (x 365)	438,730	438,730	438,730	438,730	438,730	0.0%
Demand						
I B T	161,000	168,800	174,700	181,000	183,600	3.3%
Group	37,000	38,200	39,600	40,200	41,500	2.9%
Leisure	79,800	83,900	87,000	90,300	91,600	3.5%
Total Occupied Room Nights	277,800	290,900	301,300	311,500	316,700	3.3%
Occupancy	63.3%	66.3%	68.7%	71.0%	72.2%	
Average Daily Rate	\$93.96	\$93.77	\$100.13	\$105.16	\$111.18	4.3%
Revenue per Available Room	\$59.49	\$62.18	\$68.76	\$74.66	\$80.25	7.8%
Change in Supply	--	0.0%	0.0%	0.0%	0.0%	
Change in Demand	--	4.7%	3.6%	3.4%	1.7%	
*Compounded annual change						

Along with increasing occupancies, ADR has increased from +/- \$94 in 2011 to +/- \$111 in 2015, which represents a growth rate of 4.3% per year. Future increases are anticipated as the regional economy continues to grow as a result of the future headquarters expansions.

Future Estimated Market Supply and Demand

The following analysis shows the addition of the proposed Hampton Inn and Suites and three additional competitors, along with the older Hampton Inn being removed from competitive supply. These additions will increase supply by 23.8% from 2017 to 2018. However, expressed as a compound average over the next five years, supply will increase 4.2% per year.

We estimate the future growth rates for demand with the following analysis. Increases to base demand are stated in compound average growth rates and reflect the external changes in the market if no other hotels were built. Conversely, increases to created demand are derived by whole numbers and account for the room nights that are sold to guests who were previously displaced to sub-competitive hotels during peak periods.

In terms of changes to the level of base demand, we have accounted for continued recovery from the national recession by applying a 2.0% per year increase in demand for IBT, Leisure and Group. With respect to created demand, we see 20% of the room night inventory as being filled by guests that were previously displaced from the market during peak demand periods, or small groups that will be induced to come to the area because there will be a concentration of the newest hotels in the area. We added the created demand to IBT (70%), Group (5%), and Leisure (25%). These assumptions calculate a combined growth rate of 2.8% per year from 2015 to 2020. The resulting analysis shows occupancy decreasing slightly as the

new hotels open, and growing steadily back to the low 70%'s and stabilizing, which was where the market performed prior the recession.

FUTURE MARKET CONDITIONS - ANNUAL ROOM NIGHTS							
	2015	2016	2017	2018	2019	2020	CAC*
Supply - Guestrooms	1,202	1,202	1,242	1,386	1,386	1,386	
Supply - Annual Rooms Nights (x 365)	438,730	438,730	453,450	505,890	505,890	505,890	2.9%
Demand							
Individual Business Traveler - Base	183,600	187,200	191,000	194,800	198,700	202,700	2.0%
Individual Business Traveler - Created	--	-	2,100	9,400	9,400	9,400	--
	183,600	187,200	193,100	204,200	208,100	212,100	2.9%
Group/Convention - Base	41,500	42,300	43,100	44,000	44,900	45,800	2.0%
Group/Convention - Created	--	-	100	700	700	700	--
	41,500	42,300	43,200	44,700	45,600	46,500	2.3%
Leisure - Base	91,600	93,400	95,300	97,200	99,100	101,100	2.0%
Leisure - Created	--	-	700	3,400	3,400	3,400	--
	91,600	93,400	96,000	100,600	102,500	104,500	2.7%
Total Occupied Room Nights	316,700	322,900	332,300	349,500	356,200	363,100	2.8%
Occupancy	72.2%	73.6%	73.3%	69.1%	70.4%	71.8%	--
Change in Supply	0.0%	0.0%	3.4%	11.6%	0.0%	0.0%	--
Change in Demand	1.7%	2.0%	2.9%	5.2%	1.9%	1.9%	--

*Compounded annual change

Estimated Penetration of the Proposed Hotel

Penetration analysis compares the occupancy from a sample of the competitive set to the overall market average. A market penetration above 100% indicates a property is getting more than its fair share. Likewise, a penetration below 100% indicates below average performance. We have performed this analysis on the market competitors for each demand segment and determined that the market rewards quality service and strong brands. This is a very competitive set where each of the competitors is presently getting is fair share.

Penetration Rates of Competitive Set - 2015				
	Leisure	Group	IBT	Overall
Doubletree	100%	150%	85%	100%
Omni	70%	230%	85%	100%
Hampton I-35	140%	0%	105%	105%
Fairfield	105%	40%	110%	100%
Holiday Inn Express	105%	40%	110%	100%
Springhill Suites	105%	40%	115%	100%
La Quintal	140%	0%	105%	100%
Hampton Las Colinas	105%	40%	115%	100%

Note: Percentages are rounded to nearest 5% to protect confidential information.

The following table displays the room nights sold in the market, the fair share of room nights that could be occupied in the subject Hampton Inn and Suites, and our adjustments to its fair share based on its competitive advantages shown as Estimated Market Penetration. The subject hotel will likely get 50% of its fair share of Group demand due to it not having a large amount of meeting space. But it will penetrate above its fair share in IBT & Leisure because the location and brand will appeal to

travelers seeking a hotel with good surroundings. The resulting occupancy for the subject hotel is calculated as finishing its first year at 68% and stabilizing at 74%.

Hampton Inn & Suites - Farmer's Branch, TX - 117 Units									
Year	Market Segment	Estimated Market Demand	Fair Market Share ¹		Estimated Market Penetration ²		Occupancy		Average Room Rate Constant \$
			Percent	Demand	Percent	Demand	Market	Subject	
2018	IB T	204,200	8.4%	17,200	110%	18,900			125.00
	Group	44,700	8.4%	3,800	50%	1,900			110.00
	Leisure	100,600	8.4%	8,500	95%	8,100			115.00
	Total	349,500		29,500	98%	28,900	69%	68%	121.21
2019	IB T	208,100	8.4%	17,500	115%	20,100			125.00
	Group	45,600	8.4%	3,800	50%	1,900			110.00
	Leisure	102,500	8.4%	8,600	100%	8,600			115.00
	Total	356,200		29,900	102%	30,600	70%	72%	121.26
2020	IB T	212,100	8.4%	17,800	115%	20,500			125.00
	Group	46,500	8.4%	3,900	50%	2,000			110.00
	Leisure	104,500	8.4%	8,800	100%	8,800			115.00
	Total	363,100		30,500	103%	31,300	72%	74%	121.23

¹ Fair Market Share = 117 Units (Subject) divided by 1,386 Rooms (in the Market in 2018) = 8.4%

² Subject penetration into Market above 100% indicates Subject has competitive advantages.

In estimating Average Daily Rate (ADR), we gathered rack rates for each property of the competitive set, which is presented in Exhibit A. We also collected individual ADR's and compared them to the market average of 2015. Based on our observations of the market, we estimated the average rate anticipated for each demand segment. Business travelers, for example, will pay the highest rate because they travel during peak periods. Group travelers will pay the least because they book during the slower periods, even though they create peak periods when they come. Leisure travelers will lie in between. The following table calculates a weighted average based on our analysis stated in 2016 dollars. The following table uses a 3.0% per year rate of inflation to express the ADR in future dollars and the resulting rooms revenue for the subject hotel.

Average Daily Rate and Rooms Revenues					
Year	Occupancy	Average Daily Rate		Rooms Revenue	Potential City HOT
		2016 Dollars	Inflated Dollars		
2018	68%	\$121.00	\$123.25	\$3,579,180	\$250,543
2019	72%	\$121.00	\$128.25	\$3,943,688	\$276,058
2020	74%	\$121.00	\$133.25	\$4,210,700	\$294,749

We also calculated the probable occupancy taxes that will be paid to the City over 10 years in the following table.

Calendar Year Occupancy and ADR Inputs						
Year	Annual Available	Rooms Occupied	Occupancy	Inflated ADR	Room Revenue	HOT 7%
2018	42,705	29,040	68.0%	\$123.25	3,579,180	250,543
2019	42,705	30,750	72.0%	128.25	3,943,688	276,058
2020	42,705	31,600	74.0%	133.25	4,210,700	294,749
2021	42,705	31,600	74.0%	138.75	4,384,500	306,915
2022	42,705	31,600	74.0%	144.25	4,558,300	319,081
2023	42,705	31,600	74.0%	148.75	4,700,500	329,035
2024	42,705	31,600	74.0%	153.00	4,834,800	338,436
2025	42,705	31,600	74.0%	157.75	4,984,900	348,943
2026	42,705	31,600	74.0%	162.50	5,135,000	359,450
2027	42,705	31,600	74.0%	167.25	5,285,100	369,957
2028	42,705	31,600	74.0%	172.25	5,443,100	381,017
Total potential paid to City over 10 years:						3,574,184

Limiting Conditions

The conclusions in this report are based upon review of published information and information provided by the general managers and/or owners at the competing hotels, and an analysis of historical market area data. The report is based on estimates, assumptions, and other information developed from our analysis of the local hotel market area and characteristics of the proposed property. Since the projections in this letter are based upon estimates and assumptions, which inherently are subject to uncertainty and variation depending upon evolving events, we do not represent them as results that will actually be achieved.

This report has been prepared primarily for your use and guidance in determining the risk in developing the proposed property. As is customary in assignments of this nature, neither our name nor the material submitted may be included in any prospectus, in newspaper publicity, or as part of any printed material; or used in public offerings or representations in connection with the sale of securities to the general public. You may, however, include this document in a private placement memorandum that is directed to qualified investors.

DP Consulting – Qualifications

DP Consulting is a hospitality, tourism, and real estate oriented consulting and brokerage firm. We have developed a particular expertise that includes public/private ventures involving public assembly facilities and master planned communities. DPC has also worked extensively on every type of hotel to include limited-service, select-service, full-service, conference centers, and casino hotels.

The principal of DP Consulting, David Parker, has 30 years experience in the hotel industry, to include operations, consulting, and development. Prior to forming DP Consulting, Mr. Parker was employed by PKF Consulting for nearly a decade, where

he developed numerous methodologies for collecting market information on hotels and meeting facilities, and developed multiple modeling techniques for projecting utilization, income and expense. Examples included using fax software and e-mail to disseminate meeting planner surveys and a database to aggregate survey results. DPC is also experienced with economic impact analysis.

In conjunction with hotel research, Mr. Parker developed the system through which occupancy data was collected from individual hotels and reported in aggregate on a monthly basis, known as *Trends in the Hotel Industry*. In addition, Mr. Parker developed a database based on Hotel Occupancy Tax receipts collected by the State of Texas in order to develop a census of hotel performance for various market areas.

Mr. Parker has directed a variety of projects, a summary of which are listed in **Exhibit B** in the Addendum.

We would be pleased to hear from you if we may be of further assistance in the interpretation and application of our findings and conclusions. We express our appreciation to you and your associates for the cooperation extended to us during the course of this assignment.

Sincerely,



David Parker
DP Consulting

Addendum

Competitive Set Table – Exhibit A
Projects Completed by David Parker – Exhibit B



Site Photographs



OMNI[®] HOTELS & RESORTS

park west | dallas

August 3, 2016

Farmers Branch City Hall
13000 William Dodson Pkwy
Farmers Branch, TX

To The Farmers Branch City Council:

I greatly appreciate the opportunity to provide our feedback relative to the proposed limited service hotel development adjacent to the Omni Hotel at Park West located on the southwest corner of I-635. Firstly, it is an honor to have our hotel located in the city of Farmers Branch. I feel we are the premier hotel in the market and we have always enjoyed an outstanding partnership for 27 years with the City of Farmers Branch. Omni Hotels & Resorts has rated #1 in service and guest experience 7 times in terms of J.D. Power customer satisfaction. The Omni Hotel at Park West is currently in the top 10 of Trip Advisor ratings out of 200 hotels rated in the Dallas market.

I understand the zoning/planning committee is considering the rezoning of case # 16-SU-15 of this property to a Hampton Inn on the land adjunct to the Omni Hotel at Park West. This land is currently zoned PD-81. The final approval will be reviewed at the City Council. Respectfully, let me state in absolutely clear terms that the Omni Dallas Hotel at Park West "DOES NOT" support this development of land in terms of an additional "Limited Service Hotel" and urge the Farmers Branch City Council to vote "NO" on this proposal. My rationale is as follows:

- The City of Farmers Branch is already saturated with "Limited Service" hotel offerings and this saturation drives the average rate lower in the market
- The addition of an increased number of "Limited Service" hotels will further dilute the average rate for the market and lower the tax revenues for the City of Farmers Branch. Apparently there has already been approval for a "Limited Service" hotel in the area to be developed on the northwest side of I-635 which will be Best Western Hotel.
- If a "Limited Service" hotel was developed adjacent to the Omni Hotel at Park West then it is highly likely that meeting and convention attendees will book at a lower rate at the "Limited Service" hotel and simply walk next door to the Omni. This economic environment would likely force the Omni Hotel at Park West to lower our rates in order to compete with the "Limited Service" Hotel. Ultimately this will lower the tax revenue for the City of Farmers Branch.

Kindly contact me if you have any questions or require further dialogue.

Thank you for allowing me the opportunity to provide this feedback accordingly.

Sincerely,



General Manager
Omni Dallas Hotel at Park West

Cc: John Land
Cc: Gayla Guyse

Omni Dallas Hotel at Park West
1590 LBJ Freeway Dallas, TX 75234
972-869-4300 972-869-3295 fax
omnihotels.com



Alexis Massaro Jackson

From: Charles Leddy <Charles@Presidian.com>
Sent: Friday, August 05, 2016 5:01 PM
To: Alexis Massaro Jackson
Cc: Drake Leddy; Sergio Cardenas; david.michel2@hilton.com; Jeanette Mosley
Subject: Feedback on the Proposed Hampton Inn Hotel on 1570 Mira Vista Boulevard

Importance: High

Alexis,

Thank you for your time earlier today. As we discussed, my company owns and manages the DoubleTree Farmers Branch hotel on Luna Road. We very much appreciate this opportunity to provide our feedback on the proposed Hampton Inn hotel on 1570 Mira Vista Boulevard. We strongly oppose the development of the land for a limited service hotel for the following reasons:

- 1) The market feasibility study from DP Consulting has a number of significant errors that result in an inaccurate reflection of the hotel room supply imbalance that an additional limited service hotel will create in the subject market. Specifically:
 - a. The market feasibility study excludes 113 rooms from the Hampton Inn Dallas – North that will convert to a Quality Inn. Those 113 hotel rooms will still be supply in the subject market.
 - b. The market feasibility study excludes a 160 room Four Points that will open in September of 2016 in the subject market.
 - c. When you include the above referenced Quality Inn and Four Points room supply, the DP Consulting market occupancy forecast (see page 11 of the feasibility study) would show a supply of 638,385 annual rooms in 2018, translating to market occupancy of 57.8%. No hotels in the market will be profitable at 57.8% occupancy.
- 2) We believe it is critical to the health of the Farmers Branch hospitality market to not increase room supply at rate that could create a supply/demand imbalance to the detriment of all hotels. With the Holiday Inn Express, Candlewood Suites, Best Western and Four Points all coming into market over the next two years, adding another limited service hotel to the supply base will put the health of the entire market at risk.

Thank you for your consideration. Please feel free to contact me if you have any questions.

With best regards,
Charles

CHARLES LEDDY | Chief Executive Officer

PRESIDIAN HOTELS & RESORTS

9000 Tesoro Drive, Suite 300, San Antonio, Texas 78217

tel: 210.646.8811 ext: 230 | fax: 210.646.8814 | email: charles@presidian.com

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**FARMERS
BRANCH**

**CITY OF FARMERS BRANCH
NOTICE OF PUBLIC HEARING**

ZONING CASE NO. 16-SU-15

The City of Farmers Branch has received a request from **Darsit Bhakta / Hampton Inn** for a Specific Use Permit and an associated Site Plan for a hotel located at 1 Mira Vista Boulevard. The associated Site Plan will include several Special Exceptions. The site is located within the Planned Development No. 81 (PD-81) zoning district (see map on back).

The Planning and Zoning Commission will hold a public hearing to consider this request on **Monday, August 8th at 7:00 p.m.** The hearing will take place in the City Council Chambers of City Hall, located at 13000 William Dodson Parkway, City Hall Plaza, Farmers Branch, Texas.

If you have any questions concerning this request, please call Alexis Jackson, AICP, at 972.919.2551.

As a property owner likely to be affected by this request, you are requested to make your views known by attending these hearings. If you cannot attend these hearings, it is requested that you express your views on this request by completing and returning the form below:

Return to: City of Farmers Branch Date: _____
Planning Department
P.O. Box 819010
Farmers Branch, Texas 75381-9010

As a property owner likely to be affected by this request, I (oppose) (favor) the request for the following reasons:

See Attached

Name: Zachery Warren (Wyndham Garden Dallas)
Address: 2645 LBJ Freeway Farmers Branch, TX 75234

FARMERS BRANCH CITY HALL IS WHEEL CHAIR ACCESSIBLE. ACCESS TO THE BUILDING AND SPECIAL PARKING ARE AVAILABLE AT THE MAIN ENTRANCE FACING WILLIAM DODSON PARKWAY. PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO ARE DEAF OR HEARING IMPAIRED AND WHO MAY NEED AUXILIARY AIDS OR SERVICES SUCH AS A SIGN INTERPRETERS FOR PERSONS WHO ARE DEAF OR HEARING IMPAIRED, OR LARGE PRINT ARE REQUESTED TO CONTACT THE CITY SECRETARY'S OFFICE AT 972-919-2503 AT LEAST 72 HOURS PRIOR TO THE MEETING.



**WYNDHAM
GARDEN® HOTELS**

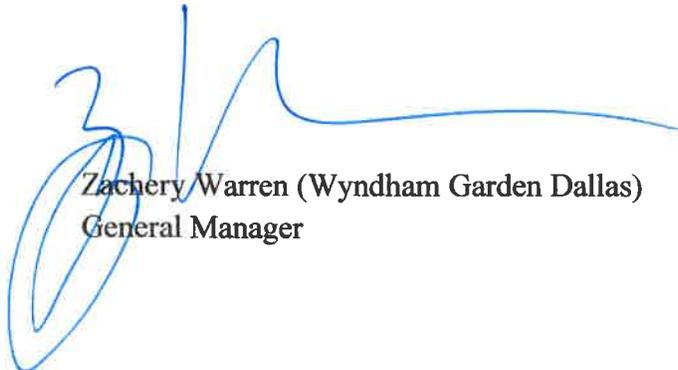
Zachery Warren (Wyndham Garden Dallas)
2645 LBJ Freeway
Dallas, TX 75234
August 8, 2016

Alexis Jackson
City Hall
City Of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, TX 75234

Dear Alexis Jackson:

I am writing to you oppose the request for a Specific Use Permit associated with the property located at 1 Mira Vista boulevard. Our hotel is just now recovering from the hardship of the LBJ project. We are already adding two limited service hotels in the market, and I believe a third would be overkill. Our hotel is trying to raise our average daily rate, which in turn will increase our tax revenue to the city. If we keep increasing the supply in our market, not only can we not continue to increase our rate. But we will have to start decreasing in order to compete. We have gone through a lot of hard times in the last couple of years with all the construction, we are finally recovering. Please do not send us back down that path by approving another limited service hotel.

Sincerely,



Zachery Warren (Wyndham Garden Dallas)
General Manager



City of Farmers Branch

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

Staff Report

File Number: R2016-078

Agenda Date: 9/6/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: I.1

Consider approving Resolution No. 2016-078 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 14223 Coral Harbor Circle; 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 Eugene and Henry Dours are applying for Demo Rebuild Option One. This includes 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), 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. The current improvement value is \$124,630 and the estimated new improvement value is estimated to be at least \$600,000.

ATTACHMENTS:

1. Demo Rebuild Application 14223 Coral Harbor Circle
2. Location Map 14223 Coral Harbor Circle
3. Current Elevation 14223 Coral Harbor Circle
4. Front Elevation of New Home 14223 Coral Harbor Circle
5. Demo Rebuild PPT for 14223 Coral Harbor Circle
6. Resolution for 14223 Coral Harbor Circle

RECOMMENDATION:

Recommended motion by City Administration to approve Resolution No. 2016-078 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of property located at 14223 Coral Harbour Circle

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution 2016-078

2. I move to approve Resolution 2016-078 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. ¹

Section A: Applicant Information

Applicant's Full Name		
Eugene Henry Dours IV		
Spouse or Co-Owner		
Melissa Marie Dours		
Current Mailing Address		
11211 Rosser Rd		
City	State	Zip Code
Dallas	TX	75229
Phone	Cell	Fax
[Redacted]		
E-mail ²		
[Redacted]		

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

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

Section B: New Home Information

14223 Coral Harbour Circle

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

Farmers Branch TX 75234

City State Zip Code

\$600,000

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

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

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

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

Allison.cook@farmersbranchtx.gov

Madison.clark@farmersbranchtx.gov

Section C: Incentive Selection

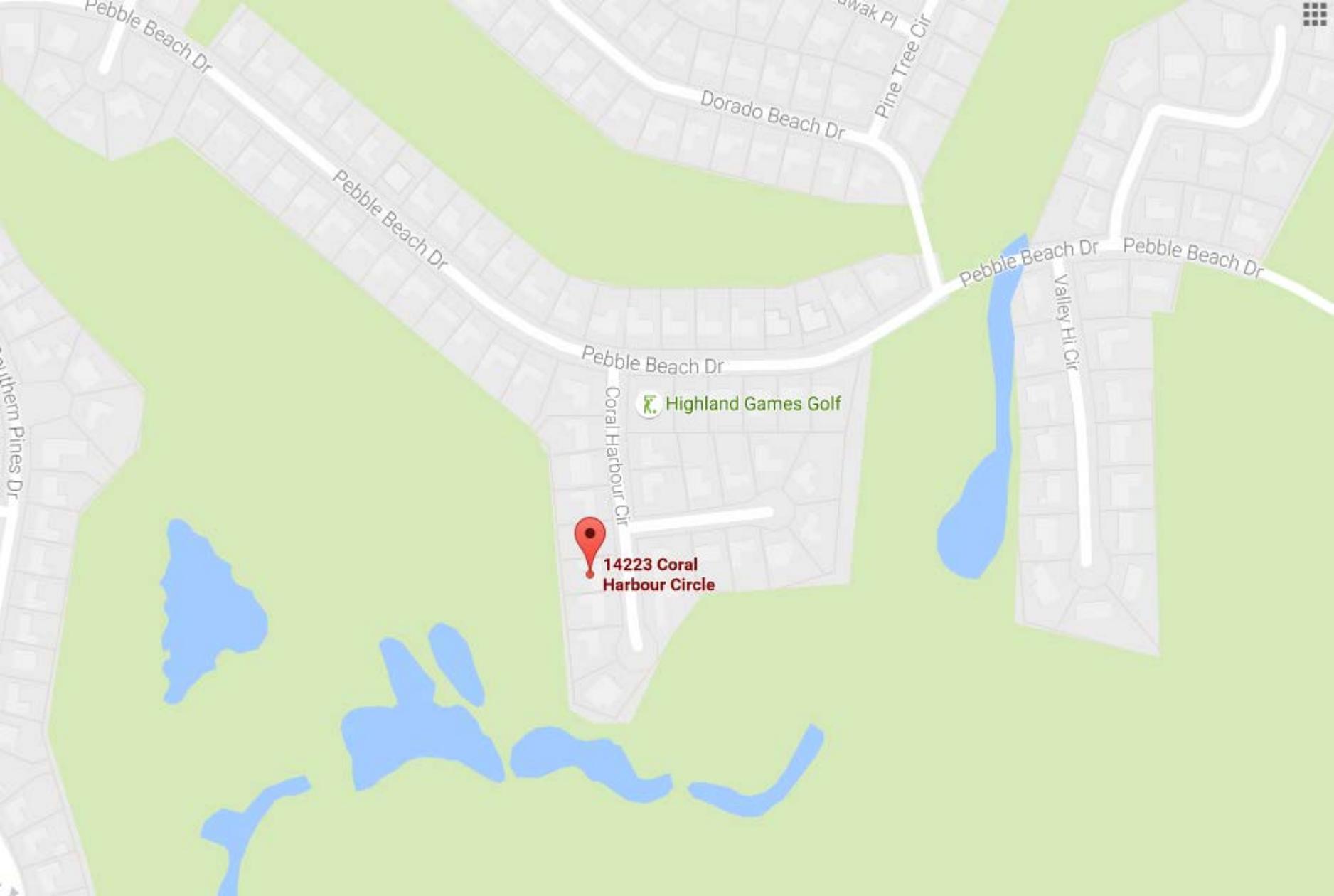
I am applying for the following incentive:

Residential Demolition/Rebuild Incentive Program (Check One):

Program Option 1: An incentive that is based on the increase over the course of seven (7) years in the City property taxes paid on the difference between the original home appraised value (excluding the land value) prior to demolition and the value of the newly constructed home (excluding the land value), as determined by the Dallas County Appraisal District. This option also includes a reimbursement of up to \$5000.00 of the cost of demolition of the original home following completion of demolition. Demolition of the original home and completion of construction and occupancy of the new home must be within 24 months of the effective date of the incentive agreement signed with the City.

Program Option 2: An incentive equal to 10 times the amount of the increase in the City property taxes paid on the difference between the original home appraised value (excluding the land value) prior to demolition and the value of the newly constructed home (excluding the land value), as determined by the Dallas County Appraisal District for the year following completion of construction. If requested, the City will pay up to one-half of the estimated incentive at the time the owner closes on the permanent financing of the new home following completion of construction based on the valuation set forth in the application for building permit submitted to the City prior to construction. This option does not include reimbursement for demolition costs. Demolition of the original home and

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



**14223 Coral
Harbour Circle**

 Highland Games Golf



WALL MATERIALS - STONE & STUCCO
ALTERNATE - BRICK & STUCCO



DOURS RESIDENCE

FRONT ELEVATION $\frac{1}{8}'' = 1'-0''$

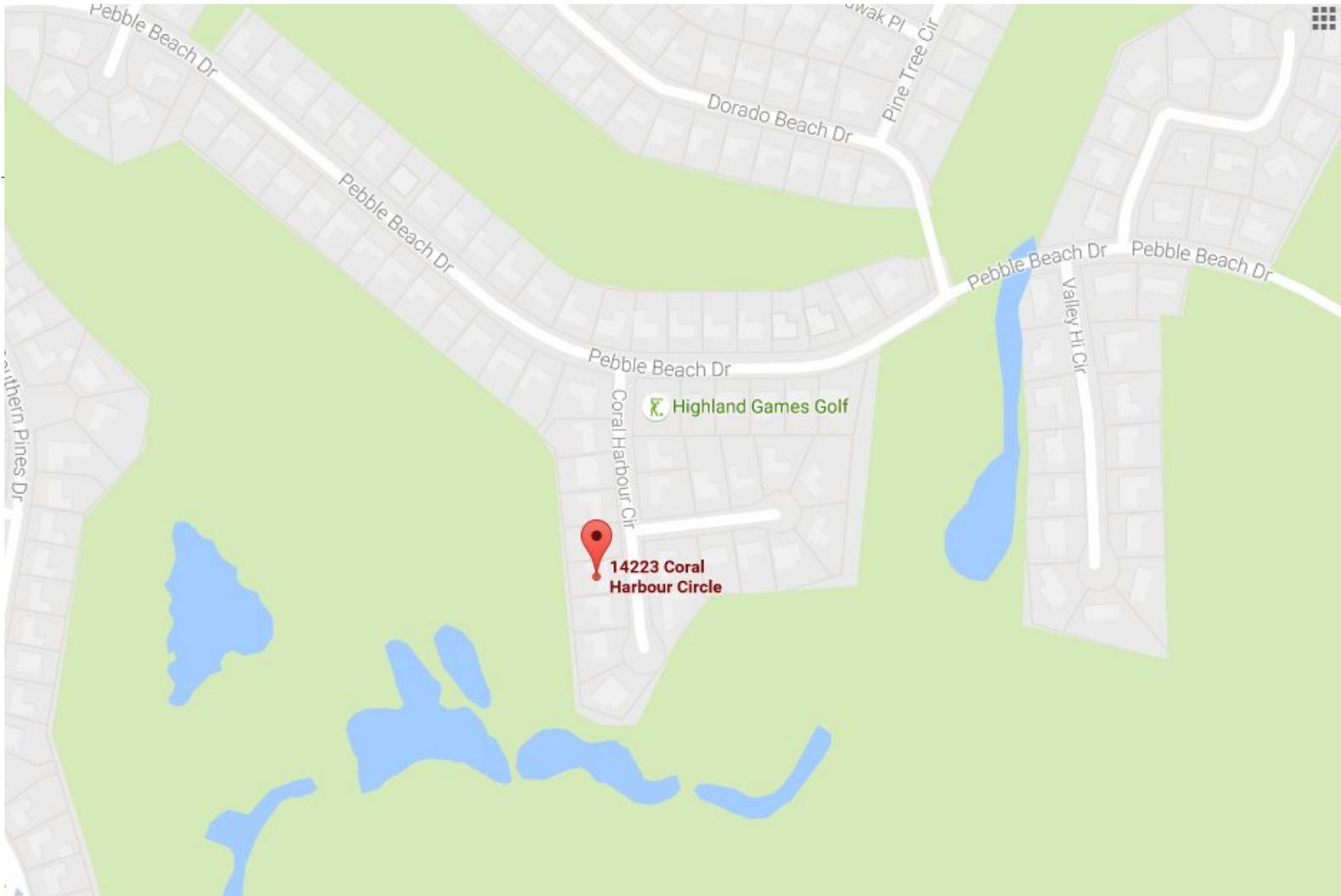
CUSTOM MAHOGANY
DOOR BY DAVID EMERY
ALLOW \$3000 FOR DOOR OCT 7-26-12

Demo Rebuild

14223 CORAL HARBOUR CIRCLE

EUGENE & MELISSA DOURS





FRONT ELEVATION



DOURS RESIDENCE

FRONT ELEVATION $\frac{1}{8}'' = 1'-0''$

CUSTOM MAHOGANY
DOOR BY DAVID EMERY
ALLOW \$3000 FOR DOOR UP 7-26-18



CURRENT
IMPROVEMENT
VALUE:

\$124,630
1,707 SF

ESTIMATED NEW
IMPROVEMENT
VALUE:

\$600,000
3,838 SF

LAND VALUE:

\$120,000

Summary

The Dours Chose Demo Rebuild Option 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.



RESOLUTION NO. 2016-078

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 14223 CORAL HARBOUR CIRCLE; 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 14223 Coral Harbour Circle has made application for the Incentive Program; and

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

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

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

SECTION 1. The City Manager is hereby authorized to execute on behalf of the City of Farmers Branch a Residential Demolition/Rebuild Program Incentive Agreement with Gene H. Dours and wife, Melissa M. Dours, with respect to property generally known as 14223 Coral Harbour Circle, 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 6TH DAY OF SEPTEMBER, 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:8/22/16:78406)

Resolution No. 2016-078
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 Gene H. Dours (aka Eugene Henry Dours, IV) and wife, Melissa M. Dours (collectively the "Property Owner"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

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

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

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

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

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

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

WHEREAS, the Property Owner is the owner of a one-family detached residential dwelling located at 14223 Coral Harbour Circle, 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:

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

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

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

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

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

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

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

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

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

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

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

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

Lot 19, Block H, Brookhaven Hills West, Second Section, an Addition to the City of Farmers Branch, Dallas County, Texas, according to the plat thereof recorded in Volume 600, Page 00001, Map Records of Dallas County, Texas.

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

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

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

“Property Owner” shall mean the owner of the Residence.

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

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

“Taxable Value” shall mean the appraised value of the Residence or the New Residence, as the case may be, as certified by the Dallas Central Appraisal District, or its successor entity, as of January 1 of a given year. The Parties agree that, as of the Effective Date, the Taxable Value of the Residence is \$124,630.00.

Article III
Economic Development Incentive

3.1 Payment. Subject to the Property Owner’s continued satisfaction of the terms and conditions of this Agreement and the obligation of the Property Owner to repay the Annual Incentives pursuant to Section 5.2 hereof, the City agrees to provide the Annual Incentives to the Property Owner to be paid within thirty (30) days after City receipt of the applicable Payment Request following April 1 of each calendar year, beginning April 1, of the calendar year immediately following the Commencement Date, provided the City has timely received the ad valorem taxes assessed against the Land and the New Residence in full for the respective tax year. The Property Owner shall submit a Payment Request to the City on or before April 1 of each calendar year for the applicable Annual Incentive. For example, assume for illustration purposes only that a Project was approved by the City in 2016 making 2016 the Base Year and further assume that the City taxes assessed and paid for the Residence (improvements excluding the Land) for 2016 was \$1,000 and that the Approved Project was completed June 1, 2017, then the Commencement Date would be June 1, 2017. Further assume that the City taxes assessed and paid for tax years 2018 is \$2,000. Then the first Annual Incentive would be for the difference in the City taxes assessed the New Residence for tax year 2018 in the amount of \$2,000 and the amount of City taxes assessed for the Base Year (2016) of \$1,000 resulting in an Incentive of \$1,000 that would be paid within thirty (30) days after City receipt of the applicable Payment Request following April 1, 2019 provided the Property Owner submitted a Payment Request on or before April 1, 2019 which included a tax receipt showing that the ad valorem taxes assessed against the Land and the New Residence for tax year 2018 have been paid in full.

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

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

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

Article IV
Incentive Conditions

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

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

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

Article V
Termination

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

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

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

**Article VI
Miscellaneous**

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

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

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

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

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

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

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Exhibit "A"

If intended for Property Owner, to:

On the Effective Date:

Gene H. Dours
11211 Rosser Road
Dallas, Texas 75229

After Completion of Construction:

Gene H. Dours
14223 Coral Harbour Circle
Farmers Branch, Texas 75234

If intended for City, to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

6.15 Future Incentives. The Property Owner agrees that the residence at 14223 Coral Harbour Circle, Farmers Branch, Texas 75234, will not be eligible for any other or further residential or other incentive offer now or hereafter by the City.

[Signature Page to Follow]

**Resolution No. 2016-078
Exhibit "A"**

EXECUTED on this _____ day of _____, 2016.

City of Farmers Branch, Texas

By: _____
Charles S. Cox, City Manager

Attest:

By: _____
Amy Piukana, City Secretary

Approved As To Form:

By: *Peter G. Smith*
Peter G. Smith, City Attorney

EXECUTED on this _____ day of _____, 2016.

Property Owner

By: _____
Gene H. Dours

By: _____
Melissa M. Dours



City of Farmers Branch

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

Staff Report

File Number: 16-228

Agenda Date: 9/6/2016

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 551.074 of the Texas Government Code to deliberate regarding:

- *Annual Evaluation of the Municipal Court Judge*

City Council may convene into executive session pursuant to Texas Government Code Section 551.076 deliberation regarding security devices:

- *Briefing by Andrews International regarding building security review and recommendations for implementation of security measures.*

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

- *Deliberate regarding the purchase, exchange, lease, or sale, or value of real properties located at 4515 LBJ Freeway and 1285 Wilmington Drive.*

Council may convene into a closed executive session pursuant to Sections 551.071 and 551.072 of the Texas Government Code:

- *Consult with and seek confidential legal advice from the City Attorney regarding the City's rights and obligations under that certain Restriction Agreement between the City and Mustang Station, Ltd. dated November 25, 2014, and to deliberate the purchase and value of real property described as Lot 2, Block A of Mustang Station Lots 1 & 2, Block A, an addition to the City of Farmers Branch, Dallas County, Texas.*
- *Consult with the City Attorney regarding contemplated and pending litigation styled City of Lewisville v. City of Farmers Branch, et. al., Case No. 4:12-cv-00782-RAS-DDB, U.S. Dist Court (E.D. Texas - Sherman Division) and administrative proceedings relating to the City's application for Municipal Solid Waste Permit No. 1312B pending before the Texas Commission on Environmental Quality.*

Farmers Branch City Charter

Sec. 2.12. City Judge.

The Council shall appoint a magistrate of the Municipal Court to be known as the City Judge to serve a term of one (1) year. The City Judge may be removed by the Council at any time for incompetence, misconduct, malfeasance, and nonfeasance, or disability. The City Judge shall receive such salary as may be fixed by the Council from time to time. The Council may appoint such alternate city judges as it may deem necessary from time to time, prescribe their compensation, and designate the order of priority to act in place of the City Judge in the event of the City Judge's unavailability, disability, or failure to act for any reason. Any person or persons so appointed to act as City Judge or alternate City Judge shall be an attorney at law who is duly licensed to practice law in the State of Texas and whose license is currently in good standing. All costs and fines imposed by the Municipal Court shall be paid into the City Treasury for the use and benefit of the City. In the event the municipal court is converted to a court of record, all aspects of the Court, including the selection and tenure of the judge, shall be consistent with the existing statute.

Texas Government Code

§ 30.00006. JUDGE.

- (a) A municipal court of record is presided over by one or more municipal judges.
- (b) The governing body shall by ordinance appoint its municipal judges.
- (c) A municipal judge must:
 - (1) be a resident of this state;
 - (2) be a citizen of the United States;
 - (3) be a licensed attorney in good standing; and
 - (4) have two or more years of experience in the practice of law in this state.
- (d) The governing body shall provide by ordinance for the term of office of its municipal judges. The term must be for a definite term of two or four years.
- (e) The municipal judge shall take judicial notice of state law and the ordinances and corporate limits of the municipality. The judge may grant writs of mandamus, attachment, and other writs necessary to the enforcement of the jurisdiction of the court and may issue writs of habeas corpus in cases in which the offense charged is within the jurisdiction of the court. A municipal judge is a magistrate and may issue administrative search warrants.
- (f) The municipal judges within a municipality may exchange benches and act for each other in any proceeding pending in the courts. An act performed by any of the judges is binding on all parties to the proceeding.
- (g) A person may not serve as a municipal judge if the person is employed by the same municipality. A municipal judge who accepts employment with the municipality vacates the judicial office.
- (h) The governing body shall determine the salary of a municipal judge. The amount of a judge's salary may not be diminished during the judge's term of office. The salary may not be based directly or indirectly on fines, fees, or costs collected by the court.