



City of Farmers Branch

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

Meeting Agenda - Final

City Council

Monday, October 3, 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 [16-254](#) Discuss regular City Council meeting agenda items.
- A.2 [16-260](#) Briefing by City Administration regarding regulations for the sale and consumption of alcoholic beverages for onsite consumption.
- A.3 [16-259](#) Receive a presentation regarding entry monument sign concepts.
- A.4 [16-263](#) Receive an update regarding the City of Farmers Branch Demolition Rebuild Program.
- A.5 [16-264](#) Receive an update on the current Economic Development and Tourism projects for the City of Farmers Branch.
- A.6 [16-266](#) Receive a brief update on the Mercer Crossing Development and associated Tax Increment Reinvestment Zone #3.
- A.7 [16-267](#) Discuss Oakbrook Homeowners Association request for infrastructure improvement assistance.
- A.8 [16-255](#) Discuss agenda items for future City Council meetings.

B. INVOCATION & PLEDGE OF ALLEGIANCE

C. CEREMONIAL ITEMS

- C.1 [16-261](#) Presentation of a proclamation designating the month of October 2016 as "Fire Prevention Month" in Farmers Branch.

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** [16-252](#) Consider approving minutes of the regular called City Council meeting held on September 20, 2016; and take appropriate action.
- G.2** [16 PL-004](#) Consider approving a request for final plat of QT 999 Addition, Lot 1 and 2, Block A; and take appropriate action.
- G.3** [R2016-088](#) Consider approving Resolution No. 2016-088 awarding a contract to Fuquay, Inc. for sanitary sewer main rehabilitation through the Local Government Purchasing Cooperative Agreement in the amount of \$97,764.51; and take appropriate action.
- G.4** [R2016-092](#) Consider approving Resolution 2016-092 authorizing the Release of Parking and Cross Access Easements affecting property generally located at 14065 Dennis Lane and adjacent City owned property; and take appropriate action.
- G.5** [R2016-090](#) Consider approving Resolution No. 2016-090 granting a Detailed Site Plan for a multifamily community located at the future extension of Knightsbridge Road; and take appropriate action.

H. PUBLIC HEARINGS

- H.1 [ORD-3390](#) Conduct a public hearing and consider adopting Ordinance No. 3390 amending Planned Development No. 88 (PD-88) by rezoning an approximate 8.795-acre site from "Commerce" subdistrict to "Mid-Density Residential" subdistrict and establishing a Conceptual Site Plan for a new multi-family residential community; and take appropriate action. *(This is a continued Public Hearing from the September 20, 2016 City Council meeting.)*

I. **REGULAR AGENDA ITEMS**

- I.1 [16-243](#) Informational video presentation regarding Carrollton-Farmers Branch Independent School District's financial structure.
- I.2 [R2016-085](#) Consider approving Resolution No. 2016-085 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 12951 Epps Field; and take appropriate action.
- I.3 [R2016-091](#) Consider approving Resolution No. 2016-091 authorizing the City Manager to execute a contract for custodial services with ABM Janitorial Services South Central, Inc. through 1Government Procurement Alliance in an amount not to exceed \$283,374; 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 [16-258](#) Council may convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to deliberate regarding:
- *Consultation with City Attorney regarding Texas Commission on Environmental Quality (TCEQ) Report No. 119885 relating to TCEQ Permit Nos. 5383 and 5383A to Town of Addison for use of water in Farmers Branch Creek, pending TCEQ Complaint regarding Farmers Branch Creek.*

Council 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 property located east of I-35, south of Valley View, west of Webb Chapel, and north of 635.*

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: 16-254

Agenda Date: 10/3/2016

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
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Farmers Branch, Texas
75234

Staff Report

File Number: 16-260

Agenda Date: 10/3/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.2

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



City of Farmers Branch

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Staff Report

File Number: 16-259

Agenda Date: 10/3/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.3

Receive a presentation regarding entry monument sign concepts.

BACKGROUND:

As part of the LBJ widening project, the entry monuments at Marsh and Webb Chapel were removed. As a result, the City was provided \$50,000 from TxDOT to replace the monuments once the project was completed. Anticipating this opportunity, \$200,000 (in addition to the \$50,000 provided by TxDOT) was included in the 2016-17 budget to address these as well as other potential locations. With the LBJ widening project concluded in 4Q 2015, staff enlisted the services of la terra studio to design monument concepts for Council consideration and to further assess other key strategic locations. This presentation will address both.

ATTACHMENTS:

1. Entry Monument Options



FARMER
BRANCH

City Identity Features and Design Strategy

Project Goal

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

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



**FARMERS
BRANCH**

 **la terra stu**

What we had



What we have



Moving Forward

Identify and develop a family of entry signage throughout the city

LIMIT/ ENTRYWAY DELINEATIONS (TIER 1)

Identified at major entry points.

Valley View & I35
Web Chapel & 635
Marsh & 635
Luna & Tollway
Spring Valley & Tollway

PLACEMENTS (TIER 3)

Identified at major areas of interest throughout the

Public Buildings
Parks
Trail Heads
Luna & Midway
Valley View & Josey

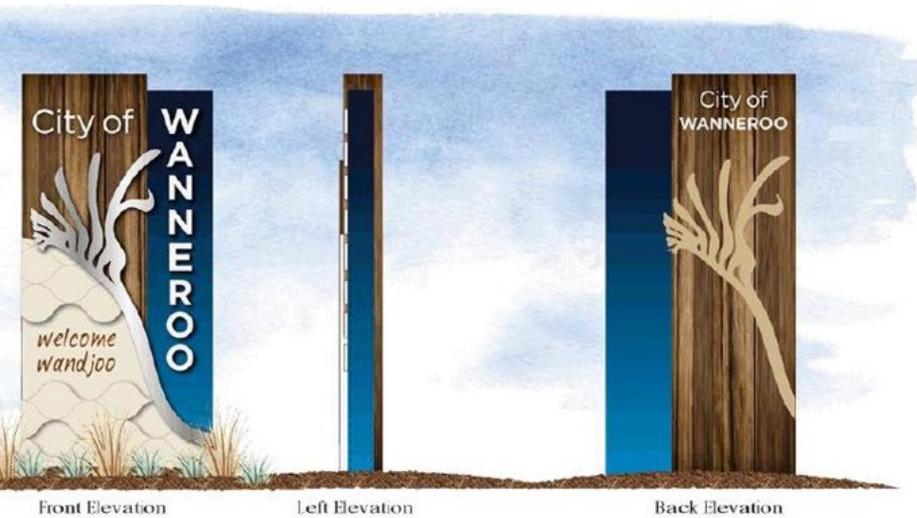
INTERIOR GATEWAYS (TIER 2)

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

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

Tier 1

- Sets the stage and theme for rest of family.



Vertical



- **Sculptural**



Horizontal

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

Medians



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

Costs

Phased Approach

Phase One – Identify implementation of approximately \$50,000 from reimbursement of removal of original entry features during 635 construction. Locations to be focused on Tier One areas.

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



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Staff Report

File Number: 16-263

Agenda Date: 10/3/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.4

Receive an update regarding the City of Farmers Branch Demolition Rebuild Program.

Demo Rebuild Program

45 Demo Rebuild applicants

Original improvement value totals

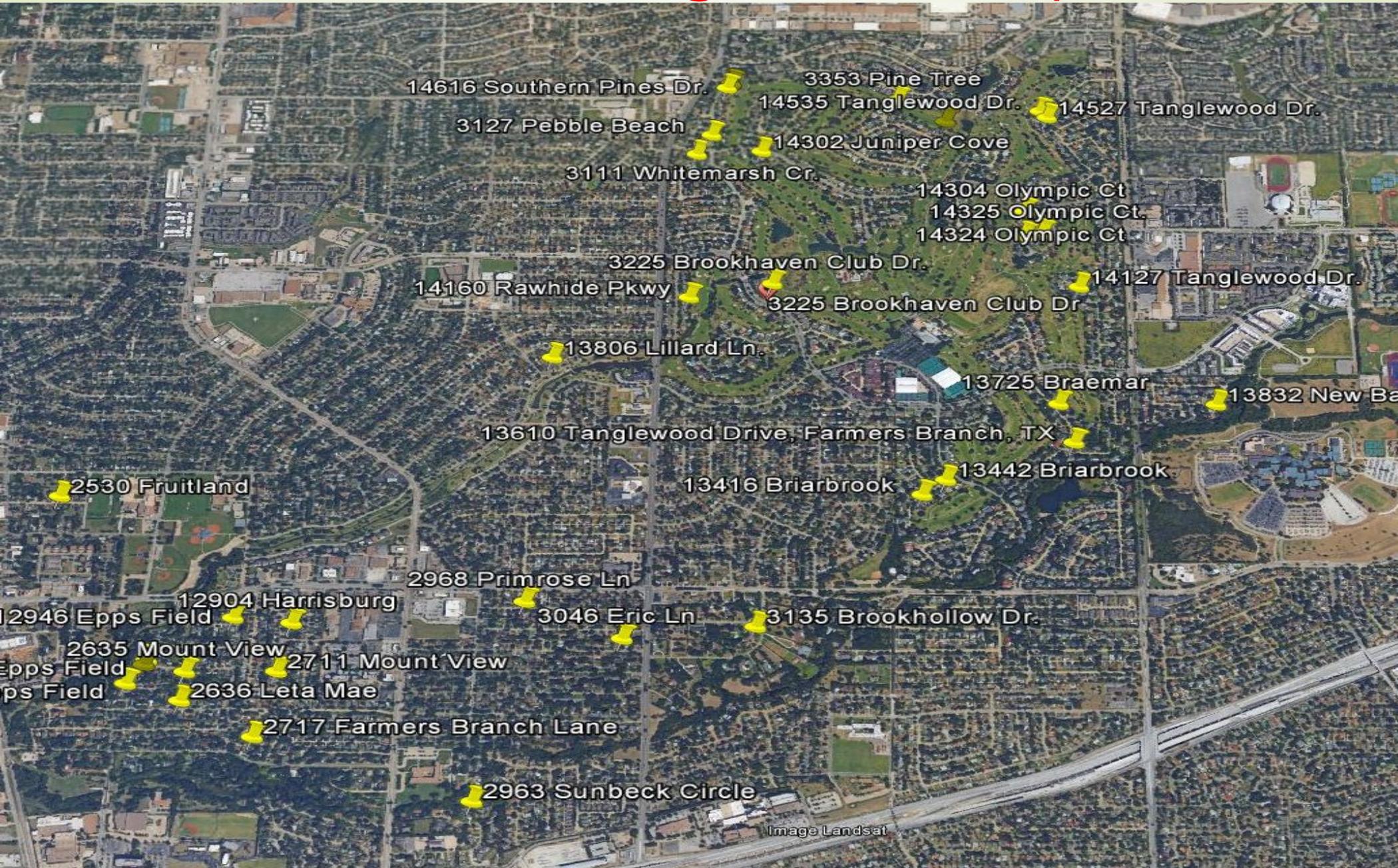
\$3,979,894

Actual and estimated new
improvement value totals

\$13,300,730

\$18,461,640 increase in values

Demo Rebuild Program Participants



Option One – 41 Participants

- 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.



Option Two-6 Participants

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



City of Farmers Branch

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Staff Report

File Number: 16-264

Agenda Date: 10/3/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.5

Receive an update on the current Economic Development and Tourism projects for the City of Farmers Branch.

Economic Development

City of Farmers Branch

Neighborhood Renaissance



Neighborhood Renaissance

- 43 homes purchased to date
 - 5 on MLS: 12805 Wilmington; 13531 Challaburton; 13611 Heartside; 2953 Randy Lane; 14055 Rawhide Parkway
 - 4 waiting on demolition or deed to city: 12934 Harrisburg; 12923 Wilmington; 2645 Dixiana; 2625 Dixiana
-

Façade Grant – Recent Completions and Upcoming Applications

- Completion: 1-800 Flowers/ Cristi's Banquet Hall opening late Oct. 2016
 - Completion: Kennington Capital – Midway Center
 - Application: Sooner Management Purchased 4201 Spring Valley With Plans to Renovate Exterior and Interior – waiting on application
 - Application: Kennington Capital – Inwood/Alpha shopping center – waiting on application
-

Station Area Updates

- Bee Street realignment – Jan. 2016
- Cox Farms design phase
- ICSC pre-leasing

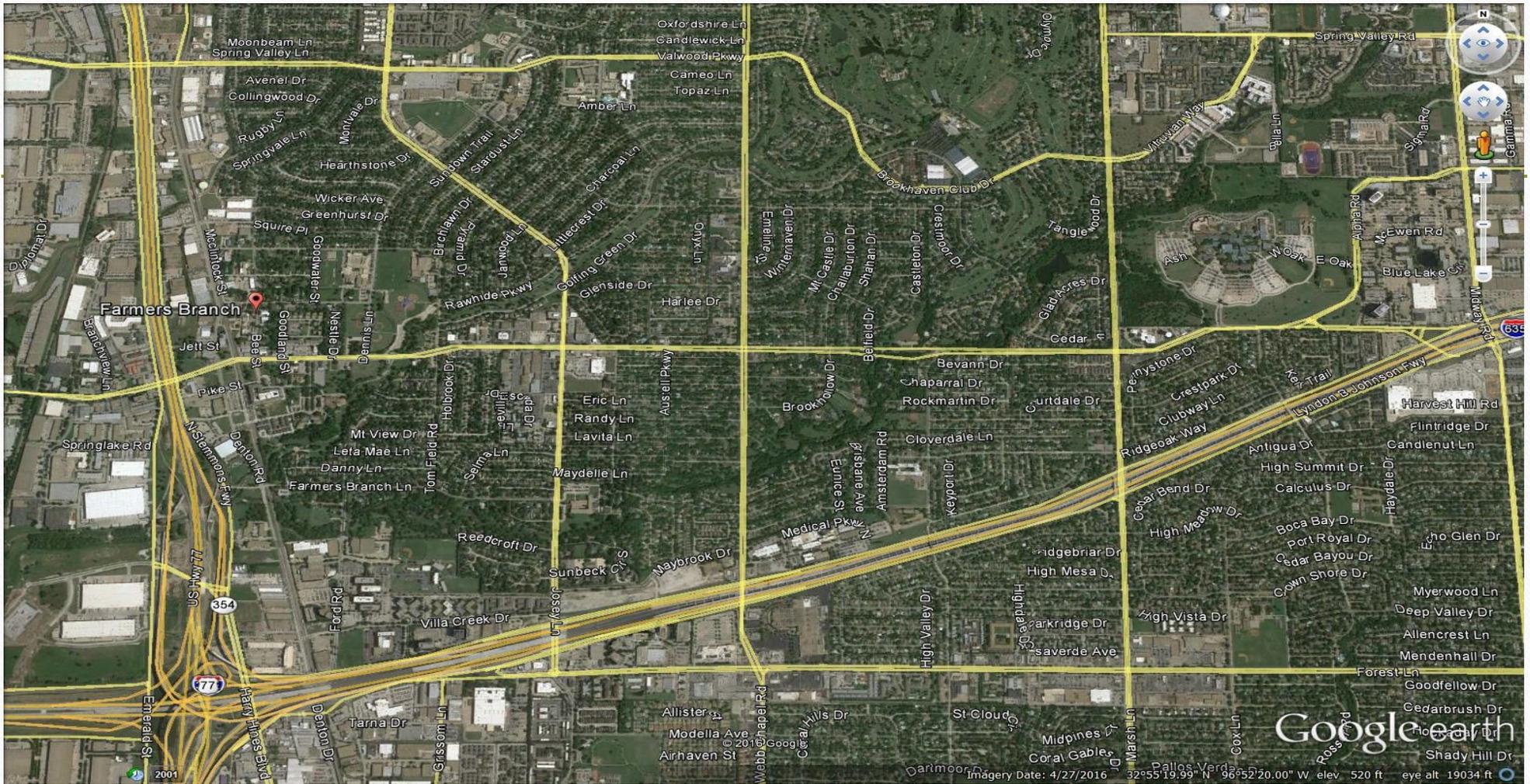


Four Corners



- Developer and ED interviewed potential doctor group interested in partnership with the city.
- Waiting on proposal from group for cost of services, etc.

635 Corridor



Recent Tourism Events

- The 2016 Dallas International Soccer Festival was played here in Farmers Branch August 3-7, 2016. There were 56 teams representing 4 nations including Germany, Mexico, Canada, and the United States. The tournament generated 454 hotel rooms for our hotels.



Premier Baseball

- Premier Baseball held their Freshman National Baseball Championship on July 13-17, 2016. This tournament featured 58 teams from all across the United States and generated 1224 hotel rooms right here in Farmers Branch.



-
- The Andromeda Premier Soccer Tournament was held on August 12-14, 2016. Games were played in Dallas and at Cox Soccer Complex and Farmers Branch Park. There were 212 teams who played in the tournament. The event generated 271 hotel room nights.



Texas Economic Development Council – City of Farmers Branch ED Dept
won the certificate of achievement award for economic excellence.





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Staff Report

File Number: 16-266

Agenda Date: 10/3/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.6

Receive a brief update on the Mercer Crossing Development and associated Tax Increment Reinvestment Zone #3.



City of Farmers Branch

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Staff Report

File Number: 16-267

Agenda Date: 10/3/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.7

Discuss Oakbrook Homeowners Association request for infrastructure improvement assistance.



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Staff Report

File Number: 16-255

Agenda Date: 10/3/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.8

Discuss agenda items for future City Council meetings.



City of Farmers Branch

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Staff Report

File Number: 16-261

Agenda Date: 10/3/2016

Version: 1

Status: Ceremonial

In Control: City Council

File Type: Proclamation

Agenda Number: C.1

Presentation of a proclamation designating the month of October 2016 as “Fire Prevention Month” in Farmers Branch.

BACKGROUND:

The Farmers Branch Fire Department will be out in the community throughout the month of October talking about the importance of keeping smoke alarms in working order and replacing them every 10 years.

Fire Department personnel along with the Branch Brigade Firefighter Clowns will be visiting Farmers Branch schools to teach grades pre-kindergarten through fourth grade about fire safety at home and how to react if a fire occurs. Fifth grade students will be taught Hands-Only CPR and Automatic External Defibrillator Awareness.

To further promote the Fire Prevention Month theme of “Don’t Wait Check the Date! Replace Smoke Alarms Every 10 Years.” the Fire Department is sponsoring the 21st Annual Fire Prevention Poster Contest for all third grade students in Farmers Branch elementary schools. The winners of the poster contest will be announced at the November 1, 2016 City Council meeting.

The following proclamation has been prepared proclaiming October 2016 as “Fire Prevention Month” in Farmers Branch, Texas.

ATTACHMENTS:

1. Proclamation

Proclamation

Office of the Mayor

- WHEREAS** safety is the foundation on which vibrant communities are built; and
- WHEREAS** the Farmers Branch Fire Department takes action to ensure that citizens are prepared to handle emergencies; and
- WHEREAS** home fires kill more than 2,500 people annually in the United State, with three out of five fire deaths occurring in properties without smoke alarms or working smoke alarms; and
- WHEREAS** residents should have working smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and
- WHEREAS** the Farmers Branch Fire Department is dedicated to reducing the occurrence of home fires through prevention and protection education; and
- WHEREAS** the 2016 Fire Prevention Month theme, “Don’t Wait Check the Date! Replace Smoke Alarms Every 10 Years” reminds us that we need to make sure our smoke alarms are in working order to give us time to get out safely.

NOW, THEREFORE, I, Bob Phelps, by virtue of the authority vested in me as Mayor of the City of Farmers Branch in the State of Texas do hereby proclaim the month of October 2016, as:

FIRE PREVENTION MONTH

in Farmers Branch, Texas.

Bob Phelps, Mayor





City of Farmers Branch

Farmers Branch City Hall
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75234

Staff Report

File Number: 16-252

Agenda Date: 10/3/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Report

Agenda Number: G.1

Consider approving minutes of the regular called City Council meeting held on September 20, 2016; and take appropriate action.



City of Farmers Branch

Farmers Branch City Hall
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75234

Meeting Minutes

City Council

Tuesday, September 20, 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:** 5 - Mayor Pro Tem Harold Froehlich, Deputy Mayor Pro Tem Ana Reyes, Council Member John Norwood, Council Member Terry Lynne, Council Member Mike Bomgardner
- Staff:** - Charles Cox City Manager, John Land Deputy City Manager, Amy Piukana City Secretary, Braeden Metcalf City Attorney, David Hale Police Chief, 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, Sherrelle Evans-Jones Finance Director, Jeff Harting Parks and Recreation Director, Charles Cancellare Parks Superintendent

A. STUDY SESSION

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

A.1 [16-241](#) Discuss regular City Council meeting agenda items.

Council Member Norwood asked if Agenda Item H.2 (Ord-3377) and Agenda Item I.1 (R2016-058) could be combined into one motion. Mr. Gillies replied tonight City Council will conduct a Public Hearing and vote on both Ordinance No. 3377 and Resolution 2016-058, the detailed site plan.

Council Member Bomgardner asked for clarification regarding Agenda Item G.7, (John F. Burke Nature Preserve), asking if funding is being approved with tonight's plan. Parks and Recreation Director Jeff Harting replied, explaining tonight the City is

adopting the John F. Burke Master Plan explaining no funding is being authorized at this time. He further stated the goal is to first adopt a plan, then apply for future grant funding opportunities.

Council Member Bomgardner had questions regarding masonry requirements and code definitions. Mr. Gillies explained tonight's project is using 80% of either brick or stone, noting PD-90 does not include stucco. Mayor Pro Tem Froehlich asked for future discussion regarding masonry (stucco and stone) requirements.

Council Member Bomgardner noted he met with a Developer noting we may need to ease restrictions, and allow a more alcohol friendly permitted use. Mr. Gillies noted this will be a future agenda item for discussion.

Council Member Lynne asked for clarification regarding Agenda Item G.6, asking if this is a new service. City Manager Charles Cox explained this agreement allows for an annual maintenance agreement.

Deputy Mayor Pro Tem Reyes asked about the settlement timeline regarding the Harris radio issues. Mr. Cox explained Harris will provide a final invoice, then the City will negotiate off the price of the invoice, as a settlement.

A.2 [16-239](#) 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 Bomgardner noted the following line items are big line items, the Bloomin Bluegrass, Stars and Strings, and Independence Day event. Council Member Bomgardner suggested charging for tickets to help offset costs.

Council Member Lynne suggested getting more businesses involved and to obtain corporate partners to share in event costs. He further suggested using marketing to be strategic. He noted you must identify businesses to help generate additional revenue instead of charging a fee. He explained a fee might offset attendance of the event.

Mr. Harting explained a presentation will be brought forward regarding Special Events, to establish philosophy and review ideas to generate revenue and discuss City Council foundation and philosophy.

A.3 [16-249](#) Discuss and receive an update regarding the construction status on the Joint Fire Training Facility and discuss a request from Addison Fire Department to become a partner in the Fire Training Facility project.

Fire Chief Steve Parker briefed City Council regarding this project, he noted everything is on time and within budget. He noted the initial business plan included Carrollton, Coppell, Farmers Branch, and Addison Fire Departments. He further stated three of the four cities approved moving forward with the project; however, the Town of Addison at that time failed to provide funding to allow their participation. He noted in 2014, this was considered a

four (4) city project. Chief Parker noted with a new budget in place, the Town of Addison has petitioned for re-inclusion on this project. The Carrollton, Coppell, and Farmers Branch Fire Chiefs and City Managers are in support of this request. He noted if Addison is allowed to buy in, it will allow us to have a total of \$11,105.00 in savings. He noted capital costs will go down.

After discussion, City Council agreed to move forward with the interlocal agreement to incorporate the Town of Addison.

A.4 [16-251](#) Receive an update from Community Services outlining the proposed Implementation Plan for enforcement of the recycling cart screening requirement.

Building Official Hugh Pender briefed City Council noting as of October 1, the City will begin to enforce the screening requirements for recycling containers. He noted the following implementation plan is being proposed.

Step one, in September the Code Officers are utilizing the existing two sided (English/Spanish) door hangers to address the recycling carts that are improperly screened.

Step two, a mass mailed letter will go out to every resident informing them about the recycling program, its requirements and deadlines regarding set out and retrieval times and the screening options.

Step three, the City will utilize the mobile LED message boards throughout the central area of the City with a short message reminding everyone about the October 1st cart screening deadline. Public Works will be the initial contact point for questions regarding this program.

Step four, October 1st through 15th the Code Enforcement Officers will transition to a neon yellow sticker placed directly on the carts.

Step five, October 16th through the 31st the Code Enforcement Officers will use a neon red sticker placed directly on the carts. This sticker will serve as the final notice, and specify that the cart will be picked up by a certain date if not screened. The pickup date will be after October 31st. He noted the contractor will pick up carts.

Council Member Bomgardner noted a citation would also obtain the objective with the goal of encouraging everyone to recycle. Mayor Pro Tem Froehlich stated he does not want, citations issued. Council Member Lynne agreed that citations were too extreme, in his opinion, we should provide bin pick up.

Mr. Cox explained Mr. Davis conducted a brief survey, noting approximately 1,500 recycle bins were visible and need screening. Council Member Bomgardner suggested the City work with ACE Hardware to assist with screening structures

After discussion, Mayor Pro Tem Froehlich and Deputy Mayor Pro Tem Reyes approved moving forward with the step process presented tonight. Council Member Lynne asked that City Council review this item again in November to see if any tweaks are necessary.

A.5 [16-242](#) Discuss agenda items for future City Council meetings.

Deputy Mayor Pro Tem Reyes asked for an update regarding a mulching program. Mr. Davis noted the Sustainability Committee is currently reviewing and will provide an update at a future City Council meeting. Council Member Norwood asked for a quarterly Economic Development update to include the west side and any PID updates. Mayor Pro Tem Froehlich asked to review the Demo Rebuild program at next City Council meeting. Council Member Bomgardner asked that a School Board real estate discussion be set for a future meeting. Mr. Cox noted he plans to invite the DISD Superintendent out to provide an update on school renovations. Deputy Mayor Pro Tem Reyes asked if the City Council could review the renewal of the Library Contract. Council Member Lynne asked for discussion regarding decorative street lighting.

Mayor Phelps recessed for a break at 4:26 p.m. Mayor Phelps reconvened at 4:38 and skipped to Agenda Item J.1, to deliberate in closed executive session for the following item.

J. EXECUTIVE SESSION

- J.1 [16-228](#) **Council may convene into a closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate regarding:**
- ***Deliberate regarding the purchase, exchange, lease, or sale, or value of real property located east of I-35, south of Valley View, west of Josey Lane, and north of 635.***

City Council recessed from closed Executive Session at 5:21 p.m.

Mayor Phelps called the regular meeting to order at 6:00 p.m.

B. INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Pro Tem Froehlich led the invocation and provided the Pledge of Allegiance.

C. CEREMONIAL ITEMS

- C.1 [16-245](#) **Consider accepting a donation from the Walmart Community Grant Program in the amount of \$10,000 for the Farmers Branch Firehouse Theatre; and take appropriate action.**

Mayor Phelps announced the City of Farmers Branch received the following awards. The Walmart Community Grant Program awards grants through Walmart stores, Sam's Clubs and Logistics facilities to eligible nonprofit organizations operating within the service area

of the facility from which they are requesting funding. Walmart considers it a responsibility to make a positive impact in the communities they serve, and it is with great honor that the Walmart Community Grant Program has awarded \$10,000 to the Farmers Branch Firehouse Theatre.

Motion made by Mayor Pro Tem Froehlich to accept a donation in the amount of \$10,000 for the Farmers Branch Firehouse Theatre project. Motion seconded by Council Member Lynne. 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

C.2 [16-248](#) Presentation by Mayor Phelps on behalf of the City-County Communications & Marketing Association (3CMA) awards to the City of Farmers Branch, and presentation of the 2016 Communicator of the Year Award to Communications Director Tom Bryson.

Mayor Phelps announced the City of Farmers Branch received the following 3CMA Awards: Third place in the USA for Economic Development Update Series (Regular Scheduled Series), Police Recruiting Video (Promotional), and Branch Bulletin (Digital Interactive). The City of Farmers Branch won Savvy (Best in Nation) for Farmers Branch is Excited About Recycling PSA.

Mayor Phelps presented Communications Director Tom Bryson with 2016 3CMA Communicator of the Year Award.

D. REPORT ON STUDY SESSION ITEMS

Council Member Lynne provided a report on study session items. Mayor Phelps asked for prayers for the family of former City Council Member Fred Johnson who passed away this week.

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

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

- Date Night in the Park is coming back to the Farmers Branch Historical Park on Saturday, September 24. Gates open at 5:30 p.m. and admission is free. Live music from Statesboro Revue will serenade daters while they peruse the anticipated 15 food trucks that will be on site for dinner and snack offerings. After dark, the outdoor screen will come alive with the feature film "Me Before You." Find out more at fbsepcialevents.com.
- National Night Out is coming on Tuesday, October 4 and all neighborhoods are invited to get together and spend the evening outdoors to present a united front against crime in our residential areas. Block parties are encouraged to register at 972.919.9304. Registered parties will have members of the Police and Fire Departments along with elected officials and members of the City staff come by to say hello.

- And, because National Night Out is Tuesday, October 4, the City Council meeting regularly scheduled for that day will be moved up 24 hours to Monday, October 3, 6 p.m., here at City Hall in this room.
- On the front page of the City's website at farmersbranchtx.gov is a new link, labeled "City Records Archive" where employees and members of the community can access all manner of City records online. City Council packets, dating back to 1961, are available for perusal. Also, hand written minutes going back to the first-ever meeting of the Farmers Branch Town Council in 1946 can be found there. Other information includes ordinances, resolutions, Planning & Zoning agenda packets and minutes, along with Zoning Board of Adjustment packets and minutes. For more information, call the City Secretary's office at 972.919.2503.
- Vouchers are still available for the Dallas County Household Hazardous Waste collection event to be held in Farmers Branch, October 8. Residents can pick up vouchers here at City Hall on a first-come, first-served basis until they are gone. Call Public Works for more information at 972.919.2597.
- You can sign up for eNews at farmersbranchtx.gov to have current City news and information delivered directly to your eMail box.

F. CITIZEN COMMENTS

The following citizen spoke under Citizen Comments:

Former Mayor John Dodd spoke regarding his approval of the City budget, TMRS Retirement, and suggested a tax rate decrease for the middle class.

G. CONSENT ITEMS

- G.1** [16-240](#) **Consider approving minutes of the special called City Council meeting held on August 29, 2016 and the regular meeting held on September 6, 2016; and take appropriate action.**
- G.2** [16-244](#) **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** [ORD-3391](#) **Consider adopting Ordinance No. 3391 approving the 2016 tax roll certified by the Dallas Central Appraisal District; and take appropriate action.**
- G.4** [TMP-1901](#) **Consider a request for final plat approval of Commercial Equipment Addition, Lot 1, Block A; and take appropriate action.**
- G.5** [ORD-3396](#) **Consider adopting Ordinance No. 3396 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, establishing a no parking zone on the 2200 block of Delegate Drive; and take appropriate action.**
- G.6** [R2016-084](#) **Consider approving Resolution No. 2016-084 authorizing the City Manager to enter into an agreement with Harris Corporation for**

terminal maintenance of all Harris portable and mobile radios for the City of Farmers Branch; and take appropriate action.

- G.7** [R2016-086](#) **Consider approving Resolution No. 2016-086 adopting the John F. Burke Nature Preserve Master Plan; and take appropriate action.**

Mayor Pro Tem Froehlich moved to approve Consent Items G.1 through G.7, as presented. Motion seconded by Council Member Bomgardner. 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

H. PUBLIC HEARINGS

- H.1** [ORD-3390](#) **Conduct a public hearing and consider adopting Ordinance No. 3390 amending Planned Development District 88 (PD-88) 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.**

Mayor Phelps announced the applicant has requested to continue the Public Hearing to the October 3, 2016 City Council meeting.

Motion made by Mayor Pro Tem Froehlich to continue the public hearing at the October 3, 2016 City Council meeting. Motion seconded by Council Member Norwood. 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

- H.2** [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.**

Mayor Phelps announced this is a continued Public Hearing from the September 6, 2016 City Council meeting. Community Services Director Andy Gillies briefed City Council regarding this item together with Agenda Item I.1, R2016-058 (Detailed Site Plan). Mr. Gillies noted PD-90 district was created in 2007 to allow residential uses in the entire 40.4898 acres south and east of Alpha Road, west of Midway Road and north of Blue Lake Circle and to foster the development of a mixed-use community of urban-style multifamily residential, retail and office uses. He noted the entire area of PD-90 allows the development of up to 2,000 apartment units or condominium homes and requires a minimum of 33 square foot of retail spaces for every dwelling unit throughout the district and a minimum of 30,000 square feet of retail concentrated in the heart of the project,

within Tract 3 - approximately 16 acres between McEwen Drive and Blue Lake Circle. The PD-90 Conceptual Site Plan illustrates the future development as a live-work multi-family residential community with a required commercial component.

Mr. Gillies noted the current zoning amendment is referring only to Tract 3, a rectangle shaped tract bordered by Blue Lake Circle and McEwen Drive. The intent of this proposed amendment is to adjust the Conceptual Site Plan to accommodate the proposed Detailed Site Plan for a new mixed-use development project known as "Midway Urban Village". Midway Urban Village is a proposed mixed-used community containing: 586 multifamily dwelling units and 17,840 sf of retail. Mr. Gillies noted the two main differences between the existing and proposed Conceptual Site plans are: The proposed alignment of the new internal east-west private street would be modified. The proposed new street would have a direct configuration, going straight from both sides of McEwen Drive and extending Greenview Boulevard southward. This new alignment eliminates the artificial water feature. Mr. Gillies explained PD-90 zoning requires a minimum of 30,000 square feet of retail for Tract 3. The applicant is proposing to develop 17,840 square feet of retail in the first floors of two buildings and in the proposed clubhouses. Additionally, the applicant is proposing 5 "retail-ready" units (4,567 square feet) that will be built to commercial standards. The units could be converted to retail use if needed in the future, but would be allowed to be used as dwelling units until such time. The proposed amendment would establish a requirement of minimum 30 square feet of retail for every proposed dwelling unit within Tract 3, reducing the required retail for Tract 3 to 17,840 square feet. Mr. Gillies outlined other minor changes which will include commercial and retail that would not be restricted only to street level. Individual leasing offices and clubhouses will be permitted and allowed to be one or two stories in height. The requirement for installing street landscaping on the opposite sides of the streets bordering Tract 3 would be waived. Surface parking would be allowed to exceed 10% of the required parking. Requirements for screening the off-street loading areas would be waived. The standards for signage would be determined by the Detailed Site Plan. Increasing masonry requirements to 75% for all buildings. The requirement for a minimum clear width of 8 feet for all sidewalks would be waived. Mr. Gillies explained all these changes are included in the chapters for Building Volume Regulations, Site Coverage and Landscape, Parking, Loading, Signs and Exterior Materials to better accommodate the proposed Detailed Site Plan. Sixteen (16) zoning notification letters were mailed to the surrounding property owners on August 10th, 2016. Three (3) zoning notification signs were also placed on the site on the same day. A public notice was published in Dallas Morning News on August 19th, 2016. As of September 13th, no letters of opposition have been received by the City.

Council Member Lynne moved to close the Public Hearing. Motion seconded by Council Member Reyes. Motion approved by the following vote:

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

Council Member Norwood made a motion to adopt Ordinance No. 3377, as presented. Motion seconded by Council Member Bomgardner. 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

I. REGULAR AGENDA ITEMS

- I.1 [R2016-058](#) **Consider approving Resolution No. 2016-058 for a Detailed Site Plan for a mixed-use development located at 4100 and 4141 Blue Lake Circle and 4020, 4040 and 4100 McEwen Drive; and take appropriate action.**

Community Services Director Andy Gillies briefed City Council regarding this item. This 16.140 acre site is comprised of 5 lots, 4 corner lots and one lot around Blue Lake. The site is located within Planned Development Distract No. 90 (PD-90). In 2007, the City approved the Planned Development No. 90 (PD-90) for an approximately 40-acre area between Alpha Road, Midway Road and Blue Lake Circle to be completely redeveloped into a mixed-use community. The Conceptual Site Plan for PD-90 illustrates the future development as a combination of live-work multi-family residential community with a required commercial component. This original Site Plan included 500 to 900 dwelling units and 30,000 sf of retail space. The applicant, Leeds Real Estate Services Inc., is proposing to remove the four existing office buildings and create a new mixed-use development called "Midway Urban Village" in two phases. Phase One will include the north and east tracts. Phase Two will include the south west corner. Three buildings (Lot B, C and D) will be wrapped around 2-level garage structures / parking facilities and one lot (Lot A) will be designed as a rentable townhome community with individual garages for each unit. There are also two information centers / clubhouses proposed on this site. The overall proposed site coverage is 74%. The Site Plan places the four buildings around a new interior private street that cuts through the tract north of Blue Lake connecting McEwen Drive on both sides parallel with Blue Lake Circle. The primary design element for Tract 3 is the existing water feature known as "Blue Lake".

The applicant, Leeds Real Estate Services Inc., is proposing Midway Urban Village to be constructed in two phases. Mr. Gillies noted Phase I, will consist of approximately 12.014 acres and three lots (Lot A, B and C) plus an information center with a clubhouse. Phase I, includes 351 dwelling units.

Mr. Gillies explained Lot A, has a special layout being a community of rentable 3-story townhomes with individual units and mixed use buildings with first floor retail and apartment units in two extra upper floors. Lot A will contain 70,036 sf of multifamily and 5,679 sf of first-floor retail. He noted 66 units (96% one bedroom) are proposed: 52 rentable townhomes (1,238 sf in area) and 14 apartment units (690 sf to 1,250 sf in area) are proposed for this area. The townhomes will take full advantage of lake views and frontage along Midway Road. Mr. Gillies explained Lot B is located at the northeast corner, consists of one building containing 145,057 sf of multifamily and 5,161 sf of retail, wrapped around a 2-level parking garage (191 parking spaces) and a courtyard (4,382 sf). 163 units (67% one-bedroom) are proposed for Lot B. In addition to the dedicated 5,161 sf of retail, the applicant is proposing 5 "retail-ready" units (4,567 square feet) to be built to commercial standards and will be ready to be used under a potential retail demand in the future. The initial use of these 5 units will be residential. The retail portion is distributed

along the interior street, on the southern side of the building. Mr. Gillies noted Lot C will consist of one building at the northwest corner, containing 99,878 sf of multifamily wrapped around a 2-level parking garage (167 parking spaces) and a courtyard (2,577 sf). 122 units (79% one bedroom) are proposed for Lot C. No retail space is proposed within this building.

Mr. Gillies noted Phase II, will consist of 4.126 acres on the southwest corner of the block and contains one building (Building D) plus an information center with a clubhouse. The lot coverage for this Phase will be 83%. Phase Two will include 235 dwelling units. Mr. Gillies noted Lot D will contain 211,436 sf of multifamily and 235 units (48% one bedroom). The building on Lot D will be wrapped around a 2-level parking garage (298 parking spaces) and an internal courtyard (7,256 sf). No retail space is proposed within this building. This building will take full advantage of the lake view. Two additional semi-open courtyards are proposed to face the lake. To the south east corner of this building is placed the clubhouse with the information center for Phase Two (3,500 sf). All exterior building façades will be at least 80% masonry product (brick). Estimated cost for this proposed development is \$85 million. He noted Midway Urban Village will incorporate both structured and on-street parking. Mr. Gillies explained the 920 on-site parking spaces are proposed (1.56 spaces per dwelling unit), meeting City parking requirements. He noted 82.6% of the proposed on-site parking is within structured parking or individual garages (760/920 spaces): 104 parking spaces for Lot A are within individual garages for each townhome unit, 191 parking spaces for Lot B, 167 parking spaces for Lot C and 298 parking spaces for Lot D. He noted all parking garages will have access from the interior street. Lot A, C and D will have two access points including access points from McEwen Drive and Blue Lake Circle in addition to the new interior street access point.

Mr. Gillies reviewed the PD Amendments noting the major amendments are the alignment of the new East-West Street and Greenview Boulevard, and the reduction of retail requirement to 30sf/DU and minimum 17,840 sf. He noted the minor amendments include an office and retail not limited to street level, leasing office/clubhouses permitted to be one or two story, surface parking allowed to exceed 10% (DSP proposed 20%), increase masonry requirements to 75% (PD-90 requires 60%), 8' sidewalk requirement waived for some areas, establish special sign package for Midway Urban Village.

Mr. Gillies explained the Midway Urban Village proposed a mixed-used community of 586 multifamily units (alone and two bedroom apartments) 3 and 4-story high buildings, and 17,840 sf of first floor retail in the two eastern buildings. The total number of trees on this site will be 380.

Council Member Lynne asked if a payday loan would be a permitted use and if the parking spots would be head in parking places or parallel. Mr. Gillies replied payday loans are not currently permitted in PD-90. However; City Council could amend if necessary. He further stated the parking is head in parking not parallel.

Mayor Pro Tem Froehlich asked about safety and security when accessing this property, noting his concerns with the possibility of thefts with the freeway location. Mr. Gillies replied that a security gate has not been proposed.

Deputy Mayor Pro Tem Froehlich asked if the Developer has requested a reduction in retail percentage. Mr. Gillies confirmed the Developer has asked for a minimal reduction to the retail percentage.

Deputy Mayor Pro Tem Reyes asked if the site would allow for future events. Mr. Gillies replied that the site is very tight, however; we could work with management to adjust the parking spaces to allow food trucks.

The applicant Jason Leeds with Leeds Real Estate Services, Inc., briefed City Council regarding this item. Mr. Leeds provided a brief bio of his family, education, and career overview including development projects.

Council Member Lynne asked Mr. Leed if he will oversee the management. Mr. Leed noted he will oversee construction management and marketing. Council Member Lynne asked how to assure residents are utilizing appropriate parking. Mr. Leed noted resident parking stickers could be issued to manage parking.

Council Member Bomgardner asked what rent prices will be charged. Mr. Leeds replied \$1,600 per month, is the targeted rent price.

Mayor Pro Tem Froehlich explained he has two concerns 1) the structured parking on the second level being utilized during summer time, and 2) the non-climate hallway entrances only have one door to an open hallway. He noted this would be very hot in the summer and cold in the winter months. Mr. Leed explained Block A has tuck under garages. He noted residents that use the upper parking will have the benefit of a reduced rental rate.

Council Member Bomgardner asked if a key card would be required to use the elevator and gate. Mr. Leeds explained it is required to access these areas.

Deputy Mayor Pro Tem Reyes asked what the reasoning was to not air condition or heat the hallways and if security cameras would be available. Mr. Leeds explained one big solid wall would be architecturally unpleasing, and difficult to maintain. He further stated cameras would be centered on pools and retail areas offering some security.

Council Member Norwood asked about the completion timeline. Mr. Leeds explained 24 months is the estimated timeline.

Deputy Mayor Pro Tem Froehlich asked if pets are allowed and how they are managed. Mr. Leeds replied pets are allowed and the property management provides pet bags for waste disposal. He further stated it's up to the management company to enforce pet regulations.

Council Member Bomgardner asked if alcohol sales is available at this site. Mr. Gillies explained special overlays can be created and explained City Council will receive an update regarding alcohol overlays at the next City Council meeting.

Motion made by Council Member Bomgardner to approve Resolution No. 2016-058, as presented. Motion seconded by Mayor Pro Tem Froehlich. Motion approved by the following vote:

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

I.2 [ORD-3393](#) Consider adopting Ordinance No. 3393 amending the City's Operating and Capital Improvement Program Budget for the 2015-16 fiscal year; and take appropriate action.

City Manager Charles Cox briefed City Council regarding this item noting Ordinance No. 3393 amends the 2015-16 fiscal year operating and capital budget to a level that is consistent with the City's most current estimate of revenues and expenditures.

Council Member Lynne noted there is an increase in red light revenue, asking if the City plans to expand the red light cameras. Mr. Cox replied explaining the red light cameras are not expanding and are used to increase public safety.

Deputy Mayor Pro Tem Reyes made a motion to approve Ordinance No. 3393, as presented. Motion seconded by Council Member Lynne. 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

I.3 [R2016-089](#) Consider adopting Resolution No. 2016-089, authorizing the City Manager to execute an agreement with the City of Lewisville regarding future payment for the construction of Huffines Road as part of the Special Use Zoning application for the expansion of Camelot Landfill; and take appropriate action.

Environmental Services and Solid Waste Manager Shane Davis briefed City Council regarding this item. Mr. Cox noted this is part of the SUP application with City of Lewisville to expand Camelot Landfill, noting the City is required to participate in the construction of Huffines Road in Lewisville.

Motion made by Council Member Bomgardner to approve Resolution No. 2016-089, as presented. 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

- I.4 [ORD-3392](#) **Consider adopting Ordinance No. 3392 amending the Farmers Branch Code of Ordinances, Appendix A – Fee Schedule, relative to fees established pursuant to Chapter 50 “Parks and Recreation,” Section 50-41 “Parks and Recreation User Fees,” and Chapter 86 “Utilities,” Article IV “Service Rates and Billing Procedure,” Section 86-276 “Water Service Rates” and Section 86-277 “Sewer Rates,” and take appropriate action.**

Mr. Cox briefed City Council regarding this item. Mr. Cox noted City Administration has reviewed the City’s fees for the Historical Park facility and has determined a need to assess a fee for school tours of the facility of \$3.00 per person to help offset staff costs in providing the tour(s). This fee will not be assessed to a school located in Farmers Branch or the Carrollton/Farmers Branch ISD.

City Administration has also reviewed the City’s current water and sewer rate structure and has determined that it is not sufficient to address annual operating, capital and reserve requirements. The proposed budget contains a water and sewer rate increase of 9% included in revenue projections, which is necessary to help offset increases by both Dallas Water Utilities and the Trinity River Authority for the contracted purchase of treated water and wastewater disposal. Mr. Cox noted this rate increase is necessary to maintain the financial stability of the Water & Sewer Fund.

The monthly utility bill of an average residential customer with 10,000 gallons of water consumption, considering both the water and sewer rate change, will increase from \$88.03 to \$95.94 for a change of \$7.91 per month.

Council Member Lynne asked if the rate increase is due to negotiations between Dallas and Trinity River Authority. Mr. Cox explained the increase is due to negotiations and litigation between Dallas Water Utilities and Sabine River Authority.

Council Member Lynne asked if after the litigation settles, if outcome favors reimbursement, will those funds go back to the City. Mr. Cox explained after the settlement and depending on the results, these funds could be refunded back to Dallas Water Utilities and reallocated to the cities in the form of a rate decrease. He further stated it would depend on the case.

Mayor Pro Tem Froehlich noted these rates are passed on to the cities and all cities are having to participate in the waste water charge.

Council Member Norwood asked if \$3.00 Historical Park fee goes to a special account. Mr. Cox explained currently these monies are allocated to the General Fund. Council Member Norwood asked if we could allocate the \$3.00 fee to the Historical Park fund. Mr. Cox explained they could be allocated to the Hotel Motel Fund for this purpose.

Council Member Norwood made a motion to approve Ordinance No. 3392, as presented. Motion seconded by Council Member Bomgardner. 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

I.5 [ORD-3394](#) Consider adopting Ordinance No. 3394 approving and adopting the Operating and Capital Improvement Program Budget and Strategic Plan for the 2016-17 fiscal year; and take appropriate action.

City Manager Charles Cox briefed City Council regarding this item, noting tonight City Council will approve and adopt a budget and strategic plan for the fiscal year beginning October 1, 2016 and ending September 30, 2017.

Mayor Pro Tem Froehlich made a motion to approve Ordinance No. 3394, as presented. Motion seconded by Council Member Norwood.

Motion prevailed by the following roll call vote:

Deputy Mayor Pro Tem Reyes – Aye, Mayor Pro Tem Froehlich – Aye, Council Member Norwood - Aye, Council Member Bomgardner - Aye, Council Member Lynne – Aye.

Motion approved 5-0.

I.6 [R2016-083](#) Consider approving Resolution No. 2016-083 ratifying the property tax revenue increase reflected in the 2016-17 fiscal year budget; and take appropriate action.

Mr. Cox briefed City Council regarding this item. Texas Local Government Code Section 102.007(c) requires that adoption of a budget that raises more property tax revenue than was generated the previous year requires a record vote of the City Council to ratify the property tax revenue increase reflected in the budget in addition to and separate from the votes to approve the ordinance adopting the annual budget and the ordinance adopting the tax rate for the current tax year.

Public hearings concerning the proposed tax rate were held on August 16, 2016 and September 6, 2016. A public hearing concerning the proposed budget was also held September 6, 2016. All applicable laws and City Charter provisions necessary for adoption of the budget have been followed.

Motion made by Deputy Mayor Pro Tem Froehlich to approve Resolution No. 2016-083. Motion seconded by Deputy Mayor Pro Tem Reyes.

Motion prevailed by the following roll call vote:

Deputy Mayor Pro Tem Reyes – Aye, Mayor Pro Tem Froehlich – Aye, Council Member Norwood - Aye, Council Member Bomgardner - Aye, Council Member Lynne – Aye.

Motion approved 5-0.

I.7 [ORD-3395](#) Consider adopting Ordinance No. 3395 to levy and adopt the tax rate for Fiscal Year 2016-17; and take appropriate action.

Mr. Cox briefed City Council regarding this item. Mr. Cox noted the calculated effective tax rate for the City is \$0.590846. The calculated effective maintenance and operations rate for the City is \$0.502822. The calculated rollback tax rate for the City is \$0.630047. The calculated rollback maintenance and operations rate for the City is \$0.543047. The calculated debt rate under this section is \$0.087000.

Adopting a proposed rate of \$0.6056 to support debt related to Justice Center improvement bonds issued in May 2016 represents a \$.003333 (1/3 of one-cent) tax rate change from the previous tax year. It was originally determined that if this rate were approved, the entire increase would be used to support debt service and calculations were based on this assumption. If this rate is adopted and the entire increase is used to support debt service, the tax rate will exceed the effective rate calculated under Tax Code – Chapter 26 by 2.50% and will raise more taxes for maintenance and operations than last year's tax rate. The maintenance and operations portion of the tax rate will effectively be raised by 2.20% and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$0.00. Under this scenario, the \$0.6056 tax rate will be distributed as follows: \$0.513897 per \$100 of assessed value for general fund maintenance and operations distribution and \$0.091703 per \$100 of assessed value for debt service distribution. [Note: If a rate of \$0.6056 is adopted and funds are used for maintenance and operations instead of debt service, the tax rate will raise more taxes for maintenance and operations than last year's tax rate by 3.14% and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$4.70. Distribution of the \$0.6056 tax rate under this scenario, is: \$0.5186 per \$100 of assessed value for general fund maintenance and operations distribution and \$0.087 per \$100 of assessed value for debt service distribution.

After discussion, Council Member Lynne moved that the property tax rate be increased by the adoption of a tax rate of \$0.592267, which is effectively a 0.24% increase in the tax rate. Motion seconded by Mayor Pro Tem Froehlich. Motion prevailed by the following roll call vote:

Deputy Mayor Pro Tem Reyes – Nay, Mayor Pro Tem Froehlich – Aye, Council Member Norwood - Nay, Council Member Bomgardner - Nay, Council Member Lynne – Aye.

Motion failed 2-3 vote.

Council Member Bomgardner noted the City needs monument entrance signs, a marketing person and has had to provide raise increases to Police and Fire Personnel. He explained he does not support a tax reduction in this minimal of an amount, which he believes to be around \$1, a month.

Deputy Mayor Pro Tem Reyes asked if the proposed budget includes the Police Department security costs. Mr. Cox explained the proposed budget includes the Police Department security costs and absorbs a planned tax rate increase for recently issued certificates of obligations for Police Department security upgrades.

Mayor Phelps agreed with Council Member Bomgardner noting the City needs to use the funds to invest in the City's future.

Council Member Lynne explained dollars add up noting water bills are increasing and the School District is proposing higher tax rates. Council Member Lynne suggested reducing rates and re-evaluating the budget at mid-year.

Council Member Bomgardner explained if the tax rate is reduced, the cut would be in Economic Development. He noted other cities have resources, it's very difficult for Farmers Branch to compete for businesses, and the City needs a marketing person.

Council Member Norwood explained consultants have recommended adding a marketing person, and noted the landfill is expanding and an additional trained employee is necessary to move the City forward. He noted we could review again at mid-year

Mayor Pro Tem Froehlich explained we have \$3 million dollars in our Economic Development fund. He further stated you are not taking away from current City services and any changes could be reviewed at mid-year budget.

After discussion, Council Member Norwood moved that the property tax rate be increased by the adoption of a tax rate of \$0.602267, which is effectively a 1.93% increase in the tax rate. Motion seconded by Deputy Mayor Pro Tem Reyes. Motion approved by the following roll call vote:

Deputy Mayor Pro Tem Reyes – Aye, Mayor Pro Tem Froehlich – Nay, Council Member Norwood - Aye, Council Member Bomgardner - Aye, Council Member Lynne – Nay.

Motion passed by 3-2 vote.

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

L. ADJOURNMENT

Deputy Mayor Pro Tem Froehlich made a motion to adjourn the meeting at 8:27 p.m. Motion seconded by Council Member Lynne. 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 8:27 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 PL-004

Agenda Date: 10/3/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Plat

Agenda Number: G.2

Consider approving a request for final plat of QT 999 Addition, Lot 1 and 2, Block A; and take appropriate action.

BACKGROUND:

QuikTrip Corporation is the owner of a vacant 7.1120 acre tract of land located at the southeast corner of Luna Road and LBJ Freeway, addressed as 1600 LBJ Freeway. The property was previously platted in 1987 as Park West Phase V, described on that plat as Tract F.

DISCUSSION:

The owner desires to re-plate the property as QT 999 Addition, Lot 1 and 2, Block A, for development as a gas station and convenience store. A site plan and specific use permit was approved on January 5, 2016 by the passing of Ordinance No. 3351. The final plat was approved by the Planning and Zoning Commission on September 12, 2016.

The proposed final plat of QT 999 Addition, Lot 1 and 2, Block A is consistent with the Texas Local Government Code and the City's platting requirements and also consistent with the City's Guiding Principles; to provide strong, thriving commercial and residential neighborhoods through planning, land use, development, code enforcement, revitalization activities and programs.

RECOMMENDATION:

The Planning and Zoning Commission recommends final plat approval of QT 999 Addition, Lot 1 and 2, Block A.

POSSIBLE COUNCIL ACTION:

1. I move to approve the final plat of QT 999 Addition, Lot 1 and 2, Block A.
2. I move to approve the final plat of QT 999 Addition, Lot 1 and 2, Block A, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Location Map
2. Final Plat of QT 999 Addition, Lot 1 and 2, Block A
3. Ordinance No. 3351



IH 635

QT 999 Addition

Lot 1, Block A

Lot 2, Block A

LUNA ROAD



LOCATION MAP



LEGEND

5/8" I.R.S. 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "RPLS 5199"

ADP ALUMINUM DISC FOUND

PKF P-K NAIL FOUND

XF CUT "X" IN CONCRETE FOUND

XS CUT "X" IN CONCRETE SET

(CM) CONTROLLING MONUMENT

D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS

F.B.C.F.C.D. FARMERS BRANCH-CARROLLTON FLOOD CONTROL DISTRICT MAP RECORDS, DALLAS COUNTY, TEXAS

M.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

O.P.R.D.C.T. PAGE

P.O.B. POINT OF BEGINNING

P.U. PUBLIC UTILITY

R.O.W. RIGHT-OF-WAY

T.P. & L. TEXAS POWER & LIGHT COMPANY

TUEC TEXAS ELECTRIC UTILITY COMPANY

VOL. VOLUME

--- BOUNDARY LINE (SUBJECT PROPERTY)

--- LOT LINE

--- BOUNDARY LINE (OFF SITE)

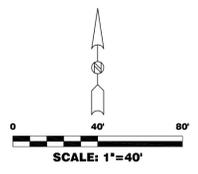
--- EASEMENT LINE

--- TXDOT CONTROL OF ACCESS LINE

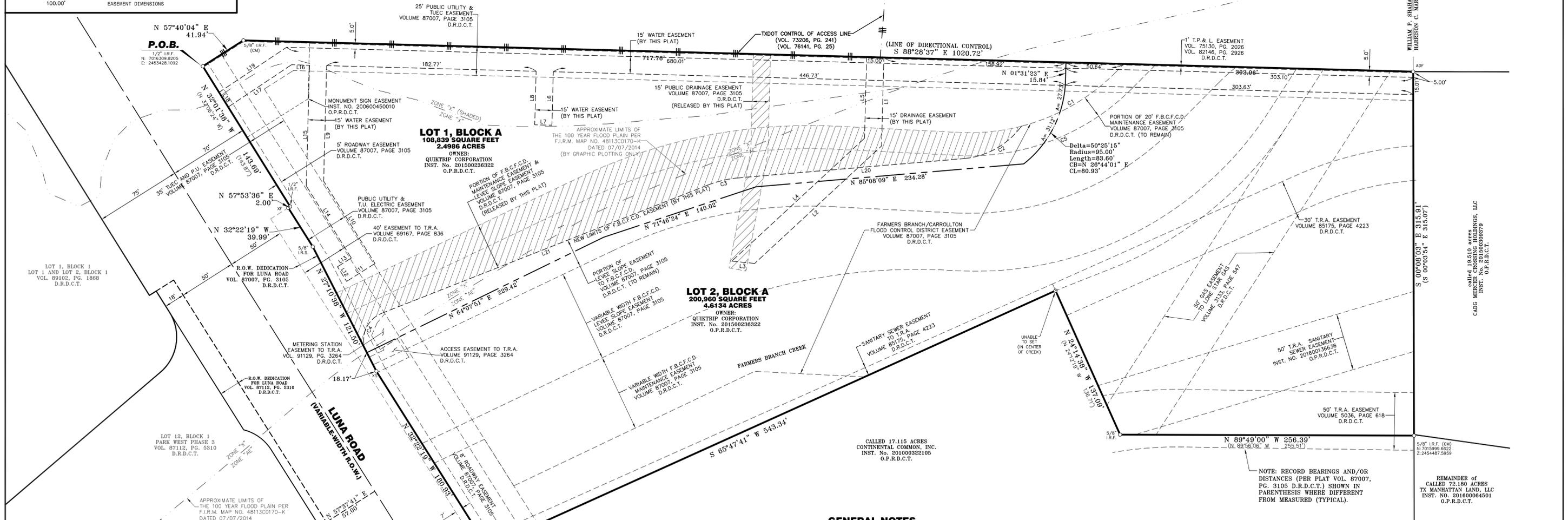
N 45°00'00" E 1000.00' BOUNDARY DIMENSIONS

100.00' OFFSITE BOUNDARY DIMENSIONS

100.00' EASEMENT DIMENSIONS



LBJ FREEWAY (INTERSTATE 635)
(VARIABLE-WIDTH R.O.W.)



LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 01°31'23" W	76.84'
L2	S 47°20'17" W	150.44'
L3	N 84°16'37" W	20.06'
L4	N 47°20'17" E	157.42'
L5	N 01°31'23" E	70.50'
L6	S 01°31'23" W	46.46'
L7	N 88°28'37" W	15.00'
L8	N 01°31'23" E	46.46'
L9	S 01°31'23" W	100.27'
L10	S 32°06'24" E	84.35'
L11	S 57°53'36" W	29.24'
L12	N 32°06'24" W	15.00'
L13	N 57°53'36" E	14.24'
L14	N 32°06'24" W	73.89'
L15	N 01°31'23" E	104.81'
L16	N 88°28'37" W	15.67'
L17	S 56°24'15" W	66.33'
L18	N 32°01'38" W	15.01'
L19	N 56°24'15" E	70.67'
L20	S 85°08'09" W	196.36'
L21	S 68°37'55" W	304.95'

CURVE TABLE

NUMBER	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	30°41'30"	180.00	96.42	S 60°15'02" W	95.27
C2	48°29'56"	70.50	59.68	S 60°53'11" W	57.91
C3	16°30'14"	99.50	28.66	S 76°53'02" W	28.56
C4	85°46'40"	25.12	37.61	S 25°20'09" W	34.19
C5	42°41'44"	200.00	149.04	N 66°15'09" E	145.61

GENERAL NOTES

- Bearing system for this survey is based on the City of Farmers Branch published control network and the Texas State Plane Coordinate System-North American Datum of 1983 (NAD83), North Central Zone (4202), based on observations at monument No. 1 (previously No. 304) and monument No. 2 (previously No. 305) made on June 23, 2010.
- Subject property is shown on the Federal Emergency Management Agency document, entitled "Flood Insurance Rate Map", for Dallas County, Texas and Incorporated Areas, Community Panel Number 48113C0170K, Map Revised Date, July 7, 2014. Portions of the subject property are shown to be located in Zone "AE", Zone "X" (shaded) and Zone "X" on said map. The location of said floodzones are based on said map, approximate in nature and are not located on the ground. Relevant zones are defined on said Map as follows:

Zone "AE" = The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

Zone "X" (shaded) = Areas of 2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

Zone "X" = Areas determined to be outside the 0.2% annual chance floodplain.
- The survey abstract lines shown hereon are approximate and are not located on the ground.
- Building setbacks are to conform to PD-88 per current zoning.
- Coordinates shown hereon are based upon the Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 (NAD83) on Grid Coordinate Value, No Scale and No Projection.
- The property shown hereon to be used for Retail Store and gasoline sales.

ZONING INFORMATION

"PD-88" (Planned Development District)
Property is subject to the "Mercer Crossing Development Code."

FINAL PLAT

QT 999 ADDITION
LOTS 1 AND 2, BLOCK A
(7.1120 ACRES OR 309,799 SQ. FT.)

BEING A REPLAT OF ALL OF
PARK WEST PHASE V
(VOLUME 87007, PAGE 3105, D.R.D.C.T.)
AN ADDITION TO THE CITY OF FARMERS BRANCH,
DALLAS COUNTY, TEXAS,
SITUATED IN THE
WILLIAM P. SHAHAN SURVEY, ABSTRACT NO. 1337

OWNER/APPLICANT
QUIKTRIP CORPORATION
1120 North Industrial Boulevard
Euless, Texas 76039
(817) 358-7680

PROJECT INFORMATION
Date of Survey: 01/02/2013
Job Number: 12149120
Drawn By: A.L.B./wjj
Date of Drawing: 08/22/2016
File: 12149120 REPLAT.Dwg
SHEET 1 OF 2

WILLIAM P. SHAHAN SURVEY, ABSTRACT NO. 1337
HARRISON C. MAJESH SURVEY, ABSTRACT NO. 316

called 18.510 acres
CALG MERCER HOLDINGS, LLC
INST. NO. 20100093979
O.P.R.D.C.T.

REMAINDER of
CALLED 72.180 ACRES
TX MANHATTAN LAND, LLC
INST. NO. 20100064501
O.P.R.D.C.T.

NOTE: RECORD BEARINGS AND/OR DISTANCES (PER PLAT VOL. 87007, PG. 3105 D.R.D.C.T.) SHOWN IN PARENTHESES WHERE DIFFERENT FROM MEASURED (TYPICAL).

FLOOD PLAIN STATEMENT

This plat is approved by the City Council of the City of Farmers Branch and accepted by the Owner, subject to the following conditions which shall be binding upon the owner, his heirs, grantees, successors and assigns:

The existing water courses, creek with its flood plain traversing within the limits of this addition, will remain as an open area at all times and will be maintained by the owners of the lot or lots that are traversed by or adjacent to the drainage course in QT 999 ADDITION. The City of Farmers Branch will not be responsible for any maintenance or operation of said water courses, creek or creeks or for any damage to private property or person that results from the flow of water along said creek, or for the control of erosion in the Flood Plain.

No obstruction to the natural flow of storm water run-off shall be permitted by filling or by construction of any type of dam, building, bridge, fence, walkway or any other structure within 100 Year Flood Plain, as hereinafter defined in QT 999 ADDITION, unless approved by the City Engineer. The property owner shall keep the 100 Year Flood Plain traversing or adjacent to his property clean and free of debris, silt and any substance which would result in unsanitary conditions and the City of Farmers Branch shall have the right of ingress and egress for the purposes on inspection and supervision on maintenance work by the homeowners association and/or the property owners to alleviate any undesirable conditions which may occur.

The natural drainage channels and water courses through QT 999 ADDITION, as is the case of all natural channels are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City of Farmers Branch shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, nor resulting from the failure of any structure or structures, within the 100 Year Flood plain.

Buildings adjacent to the flood plain within this subdivision shall be built to minimum floor elevations as required by Flood Plain Administrator.

Marc Bentley, P.E., CFM
City Engineer/Flood Plain Administrator

FLOOD STATEMENT

By graphic plotting only, the property described hereon lies in Zone "AE"- Areas subject to inundation by the 1% annual chance flood, Zone "X" (shaded)-Areas of 2% annual chance flood or areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile and/or areas protected by levees from 1% annual chance flood and Zone "X"-Areas determined to be outside the 0.2% annual chance floodplain, as indicated on documents issued by the Federal Emergency Management Agency, entitled "Flood Insurance Rate Map", for Dallas County, Texas and Incorporated Areas, Community Panel Number 48113C0170K, Map Revised Date, July 7, 2014. This flood statement does not imply that the property and /or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DALLAS §

WHEREAS, QuikTrip Corporation, an Oklahoma Corporation, is the sole owner of all of the following described tract of land located in the City of Farmers Branch, Dallas County, Texas, a part of the William P. Shahan Survey, Abstract No. 1337, being all of Park West Phase V, according to the plat thereof, as recorded in Volume 87007, Page 3105, Deed Records, Dallas County, Texas, being the same tract of land described by deed to QuikTrip Corporation, as recorded by Instrument No. 201500236322, Official Public Records, Dallas County, Texas, being that same called 7.1854 acres tract of land described by deed to CF LBJ Properties, Inc., as "Tract F", in Volume 80155, Page 3523, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the intersection of the south right-of-way line of Interstate No. 635 (a.k.a. LBJ Freeway, a variable width public right-of-way) and the east right-of-way line of Luna Road (a variable width public right-of-way);

THENCE, along said south right-of-way line, North 57 degrees 40 minutes 04 seconds East, a distance of 41.94 feet to a 5/8 inch iron rod found;

THENCE, continuing along said south right-of-way line, South 88 degrees 28 minutes 37 seconds East, a distance of 1020.72 feet to an aluminum disc found at the northwest corner of that called 19.510 acre tract of land described by deed to CADG Mercer Crossing Holdings, LLC, as recorded by Instrument No. 201500309379, Official Public Records, Dallas County, Texas;

THENCE, along the west line of said 19.510 acre tract, South 00 degrees 08 minutes 03 seconds East, a distance of 315.91 feet to a 5/8 inch iron rod found for the southeast corner of said Lot 1, being in the west line of the remainder of that called 72.180 acre tract of land described by deed to TX Manhattan, LLC as recorded by Instrument No. 201600064501, Official Public Records, Dallas County, Texas, also being the northeast corner of that called 17.115 acre tract of land described by deed to Continental Common, Inc., as recorded by Instrument No. 20100032210S, Official Public Records, Dallas County, Texas;

THENCE, along the north line of said 17.115 acre tract as follows:

North 89 degrees 49 minutes 00 seconds West, a distance of 256.39 feet to a 5/8 inch iron rod found;

North 24 degrees 14 minutes 38 seconds West, a distance of 137.09 feet to a point for corner (corner falls in Farmers Branch Creek);

South 65 degrees 47 minutes 41 seconds West, a distance of 543.34 feet to an "X" cut in concrete found in the east right-of-way line of said Luna Road, from which an "X" cut in concrete found for the most southerly southwest corner of said Tract F bears South 65 degrees 50 minutes 12 seconds West, a distance of 7.07 feet;

THENCE, along said east right-of-way line as follows:

North 32 degrees 22 minutes 19 seconds West, a distance of 180.93 feet to an "X" cut in concrete set;

North 27 degrees 10 minutes 38 seconds West, a distance of 121.50 feet to a 5/8 inch iron rod with plastic cap stamped "RPLS 5199" set;

North 32 degrees 22 minutes 19 seconds West, a distance of 39.99 feet to an "X" cut in concrete found;

North 57 degrees 53 minutes 36 seconds East, a distance 2.00 feet to a 1/2 inch iron rod found;

North 32 degrees 01 minutes 38 seconds West, a distance of 143.69 feet to the **POINT OF BEGINNING**, and containing 309,799 square feet or 7.1120 acres of land, more or less.

VALWOOD IMPROVEMENT AUTHORITY APPROVAL

STATE OF TEXAS §
COUNTY OF DALLAS §

Valwood Improvement Authority does hereby release that portion of the "Farmers Branch-Carrollton Flood Control District Maintenance Easement & Slope Easement" as shown hereon.

VALWOOD IMPROVEMENT AUTHORITY

Pat Canuteson, P.E.
Its Executive Director

CERTIFICATE OF APPROVAL

CHAIRMAN, Planning and Zoning Commission

Date: _____

Approved by the City of Farmers Branch, Texas on this the _____ day of _____, 2016.

Mayor, City of Farmers Branch, Texas

ATTEST:

City Secretary

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That, QuikTrip Corporation, an Oklahoma Corporation, acting by and through Joseph S. Faust, duly authorized so to act, does hereby adopt this plat designating the herein above described property as QT 999 ADDITION, Lots 1 and 2, Block A, an addition to the City of Farmers Branch, Dallas County, Texas, and does hereby dedicate to the public use forever, the streets and easements shown hereon. The easements are hereby reserved for the purposes indicated. No permanent structures (buildings, fences, trees, shrubs or paving) shall be constructed or placed upon, over and across said easements as shown, except with the written permission of the City of Farmers Branch, Texas. Said easements being hereby reserved for mutual use and accommodation of all public utilities. All and any public utility shall have the full right and privilege to remove and keep removed all or any parts of any buildings, fences, trees, shrubs, paving or other improvements or growths which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective utility system located within the easement, and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone. The reconstruction, relocation, or other replacement of any buildings, fences, trees, shrubs, paving or other improvements or growths within such easements shall accrue no responsibility or liability to the City of Farmers Branch, Texas. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility.) There will be no permanent structures (buildings, fences, trees, shrubs, paving or other improvements or growths) or obstructions built, placed or planted within the 100 year flood plain. The maintenance of all easements shown hereon shall be responsibility of the owners.

This plat approved subject to all platting ordinances, rules and regulations of the City of Farmers Branch, Texas.

EXECUTED this the _____ day of _____, 2016.

By: Joseph S. Faust
Title: Director of Real Estate

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Joseph S. Faust, Director of Real Estate, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public in and for the State of Texas

SURVEYOR'S STATEMENT

I, Douglas S. Loomis, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and that this plat substantially complies with the Rules and Regulations of the Texas Board of Professional Land Surveying, the City of Farmers Branch Rules and Regulations Governing the Platting and Subdivision of Land (Ordinance No. 1430) and Texas Local Government Code, Chapter 212. I further affirm that the monuments shown hereon were either found or placed in compliance with said ordinance.

Dated this the 22nd day of AUGUST, 2016.

RELEASED 8/22/2016 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

Douglas S. Loomis
Texas Registered Professional Land Surveyor No. 5199

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE me, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Douglas S. Loomis, known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of AUGUST, 2016.

Notary Public in and for the State of Texas

FINAL PLAT

**QT 999 ADDITION
LOTS 1 AND 2, BLOCK A**

(7.1120 ACRES OR 309,799 SQ. FT.)

BEING A REPLAT OF ALL OF
PARK WEST PHASE V
(VOLUME 87007, PAGE 3105, D.R.D.C.T.)
AN ADDITION TO THE CITY OF FARMERS BRANCH,
DALLAS COUNTY, TEXAS,
SITUATED IN THE
WILLIAM P. SHAHAN SURVEY, ABSTRACT NO. 1337

OWNER/APPLICANT
QUIKTRIP CORPORATION
1120 North Industrial Boulevard
Euless, Texas 76039
(817) 358-7680

PROJECT INFORMATION
Date of Survey: 01/02/2013
Job Number: 12149120
Drawn By: A.L.B./wjj
Date of Drawing: 08/22/2016
File: 12149120 REPLAT.Dwg
SHEET 2 OF 2



903 N. Bowser Road, Suite 240
Richardson, Texas 75081
(972) 424-7002 Voice
(972) 633-1702 Fax
WWW.SurveyConsultantsInc.com
TBPLS Firm No. 10139600



ORDINANCE NO. 3351

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF FARMERS BRANCH, TEXAS, BY AMENDING ORDINANCE NO. 3328 GRANTING A SPECIFIC USE PERMIT FOR A GASOLINE SERVICE STATION AND CONVENIENCE STORE ON LOT 1, BLOCK 1, PARK WEST PHASE V, FARMERS BRANCH, TEXAS, LOCATED WITHIN PLANNED DEVELOPMENT NO. 88 (PD-88) ZONING DISTRICT; ADOPTING AN AMENDED SITE PLAN, AMENDED LANDSCAPE PLAN, AND AMENDED BUILDING ELEVATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING CONFLICTS RESOLUTION CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. The Comprehensive Zoning Ordinance and zoning map of the City of Farmers Branch, Texas, be, and the same is hereby amended by amending as follows Ordinance No. 3328 granting a Specific Use Permit for a Gasoline Service Station with a Convenience Store for Lot 1, Block 1, Park West Phase V, an Addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 87007, Page 3105, Plat Records, Dallas County, Texas ("the Property") which is presently zoned Planned Development No. 88 (PD 88) Zoning District:

- A. The Site Plan attached to Ordinance No. 3328 as Exhibit "A" shall be amended in its entirety as set forth in Exhibit "A-1" attached hereto and incorporated herein by reference;
- B. The Landscape Plan attached to Ordinance No. 3328 as Exhibit "B," shall be amended in its entirety as set forth in Exhibit "B-1" attached hereto and incorporated herein by reference; and

C. The Elevations attached to Ordinance No. 3328 as Exhibit "C," shall be amended in their entirety as set forth in Exhibit "C-1" attached hereto attached hereto and incorporated herein by reference.

SECTION 4. 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 5. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Farmers Branch, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

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

ATTEST:

APPROVED:



Amy Piukana, City Secretary



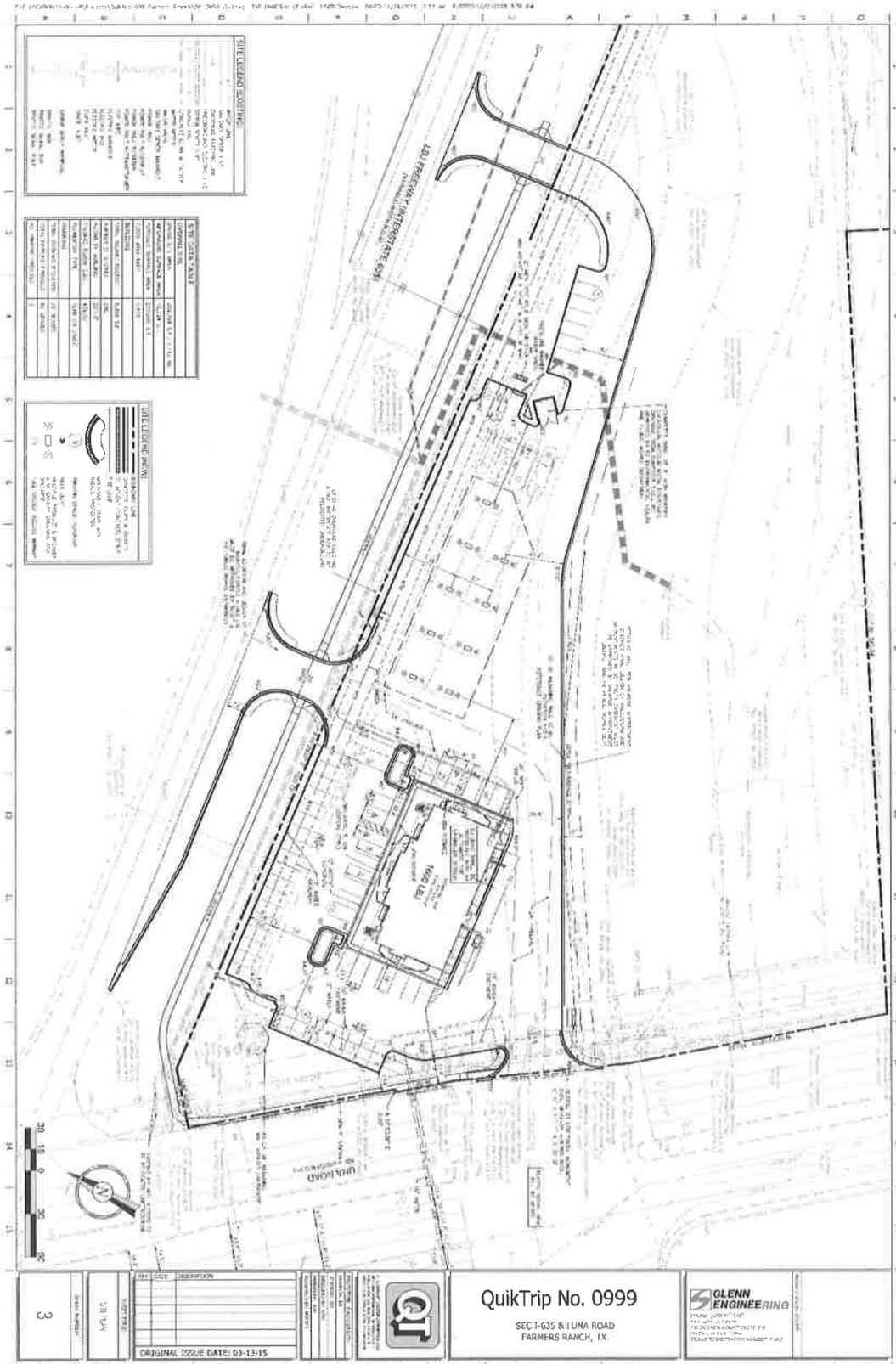
Bob Phelps, Mayor

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(kbl:12/23/15:74816)

Ordinance No. 3351 Exhibit "A-1" - Site Plan (cont)



THE CLIENT'S REQUIREMENTS

1. THE CLIENT HAS REQUESTED THAT THE SITE BE DESIGNED TO ACCOMMODATE THE FOLLOWING:

- 1.1. A TOTAL OF 100,000 SQ. FT. OF GROSS FLOOR AREA.
- 1.2. A TOTAL OF 100,000 SQ. FT. OF GROSS FLOOR AREA.
- 1.3. A TOTAL OF 100,000 SQ. FT. OF GROSS FLOOR AREA.
- 1.4. A TOTAL OF 100,000 SQ. FT. OF GROSS FLOOR AREA.
- 1.5. A TOTAL OF 100,000 SQ. FT. OF GROSS FLOOR AREA.
- 1.6. A TOTAL OF 100,000 SQ. FT. OF GROSS FLOOR AREA.
- 1.7. A TOTAL OF 100,000 SQ. FT. OF GROSS FLOOR AREA.
- 1.8. A TOTAL OF 100,000 SQ. FT. OF GROSS FLOOR AREA.
- 1.9. A TOTAL OF 100,000 SQ. FT. OF GROSS FLOOR AREA.
- 1.10. A TOTAL OF 100,000 SQ. FT. OF GROSS FLOOR AREA.

THE CLIENT'S REQUIREMENTS

NO.	DESCRIPTION	AMOUNT	UNIT
1	1.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
2	2.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
3	3.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
4	4.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
5	5.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
6	6.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
7	7.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
8	8.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
9	9.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
10	10.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.

THE CLIENT'S REQUIREMENTS

NO.	DESCRIPTION	AMOUNT	UNIT
1	1.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
2	2.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
3	3.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
4	4.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
5	5.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
6	6.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
7	7.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
8	8.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
9	9.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.
10	10.1. TOTAL GROSS FLOOR AREA	100,000	SQ. FT.

3

QUICKTRIP

NO. 0999

ORIGINAL ISSUE DATE: 03-13-15

NO.	DESCRIPTION	DATE	BY
1	1.1. TOTAL GROSS FLOOR AREA	03-13-15	GL
2	2.1. TOTAL GROSS FLOOR AREA	03-13-15	GL
3	3.1. TOTAL GROSS FLOOR AREA	03-13-15	GL
4	4.1. TOTAL GROSS FLOOR AREA	03-13-15	GL
5	5.1. TOTAL GROSS FLOOR AREA	03-13-15	GL
6	6.1. TOTAL GROSS FLOOR AREA	03-13-15	GL
7	7.1. TOTAL GROSS FLOOR AREA	03-13-15	GL
8	8.1. TOTAL GROSS FLOOR AREA	03-13-15	GL
9	9.1. TOTAL GROSS FLOOR AREA	03-13-15	GL
10	10.1. TOTAL GROSS FLOOR AREA	03-13-15	GL

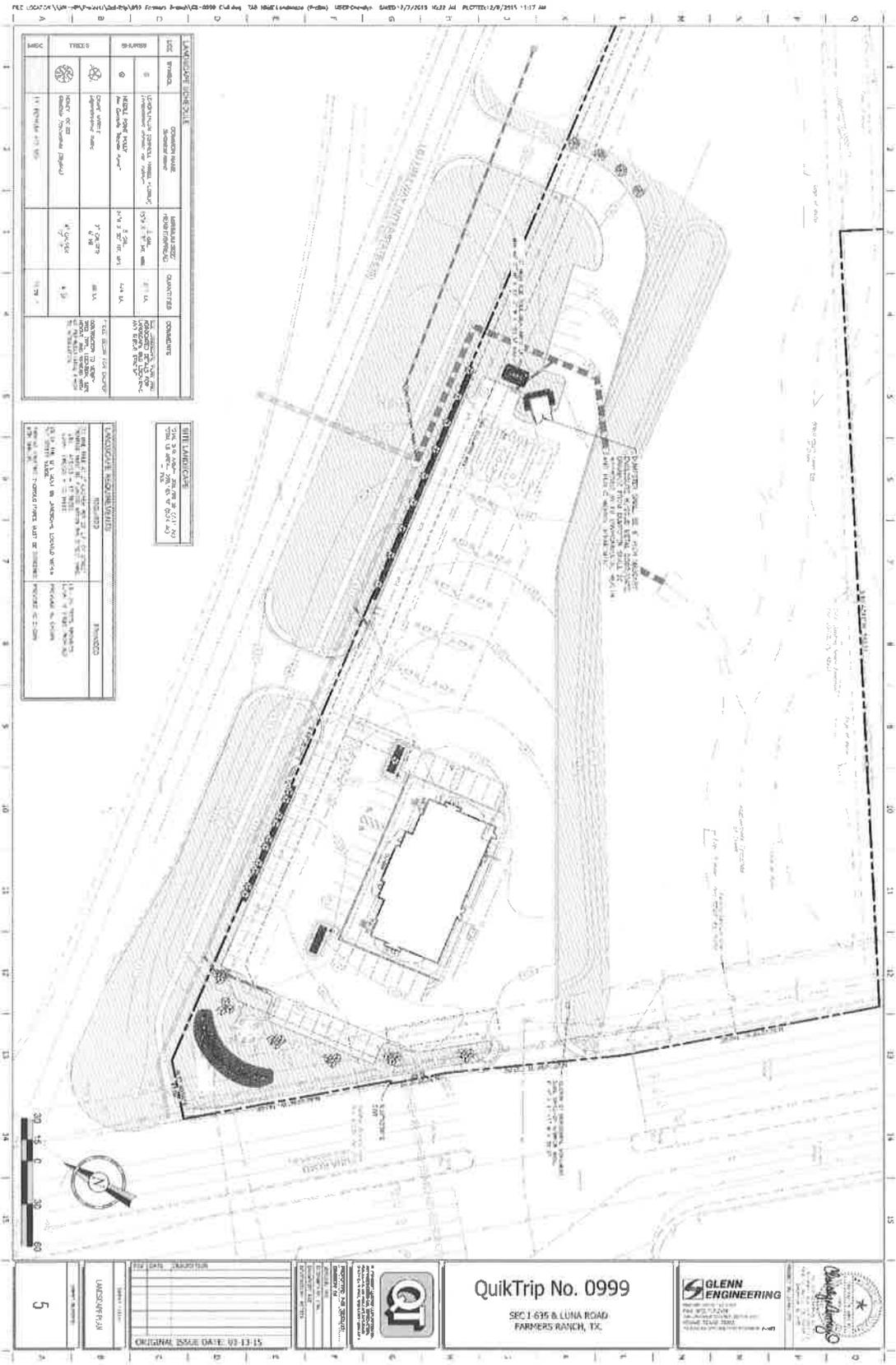
QuikTrip No. 0999

SEC 1-635 & LUNA ROAD
FARMERS RANCH, TX.

GLENN ENGINEERING

10000 W. 10TH ST. SUITE 100
DALLAS, TEXAS 75244
TEL: 972.412.1111
WWW.GLENNENGINEERING.COM

Ordinance No. 3351 Exhibit "B-1" – Landscape Plan



SYMBOL	DESCRIPTION	QUANTITY	COMMENTS
(Symbol)	Planting Area	1500 sq. ft.	Planting Area for 1500 sq. ft. of trees and shrubs.
(Symbol)	Planting Area	1500 sq. ft.	Planting Area for 1500 sq. ft. of trees and shrubs.

SYMBOL	DESCRIPTION	QUANTITY	COMMENTS
(Symbol)	Planting Area	1500 sq. ft.	Planting Area for 1500 sq. ft. of trees and shrubs.
(Symbol)	Planting Area	1500 sq. ft.	Planting Area for 1500 sq. ft. of trees and shrubs.

DATE	DESCRIPTION
03-13-15	ORIGINAL ISSUE DATE

QUICKTRIP No. 0999
SEC 1 635 S. LUNA ROAD,
FARMERS RANCH, TX.



GLENN ENGINEERING
1000 W. 11th Street
Arlington, TX 76010
TEL: 817-261-1111
FAX: 817-261-1112
WWW.GLENNENGINEERING.COM

Professional Engineer
State of Texas
No. 12345
Exp. 12/31/2018

**Ordinance No. 3351
Exhibit "C-1" – Elevations**



EQV - Material Performance Table

EQV	Material	Color	Material
EQV1	BRICK	102	MADE
EQV2	BRICK	102	MADE
EQV3	BRICK	102	MADE
EQV4	BRICK	102	MADE
EQV5	BRICK	102	MADE
EQV6	BRICK	102	MADE
EQV7	BRICK	102	MADE
EQV8	BRICK	102	MADE
EQV9	BRICK	102	MADE
EQV10	BRICK	102	MADE
EQV11	BRICK	102	MADE
EQV12	BRICK	102	MADE
EQV13	BRICK	102	MADE
EQV14	BRICK	102	MADE
EQV15	BRICK	102	MADE
EQV16	BRICK	102	MADE
EQV17	BRICK	102	MADE
EQV18	BRICK	102	MADE
EQV19	BRICK	102	MADE
EQV20	BRICK	102	MADE
EQV21	BRICK	102	MADE
EQV22	BRICK	102	MADE
EQV23	BRICK	102	MADE
EQV24	BRICK	102	MADE
EQV25	BRICK	102	MADE
EQV26	BRICK	102	MADE
EQV27	BRICK	102	MADE
EQV28	BRICK	102	MADE
EQV29	BRICK	102	MADE
EQV30	BRICK	102	MADE
EQV31	BRICK	102	MADE
EQV32	BRICK	102	MADE
EQV33	BRICK	102	MADE
EQV34	BRICK	102	MADE
EQV35	BRICK	102	MADE
EQV36	BRICK	102	MADE
EQV37	BRICK	102	MADE
EQV38	BRICK	102	MADE
EQV39	BRICK	102	MADE
EQV40	BRICK	102	MADE
EQV41	BRICK	102	MADE
EQV42	BRICK	102	MADE
EQV43	BRICK	102	MADE
EQV44	BRICK	102	MADE
EQV45	BRICK	102	MADE
EQV46	BRICK	102	MADE
EQV47	BRICK	102	MADE
EQV48	BRICK	102	MADE
EQV49	BRICK	102	MADE
EQV50	BRICK	102	MADE

Front Elevation

Rear Elevation

Right Elevation

Left Elevation

QuikTrip

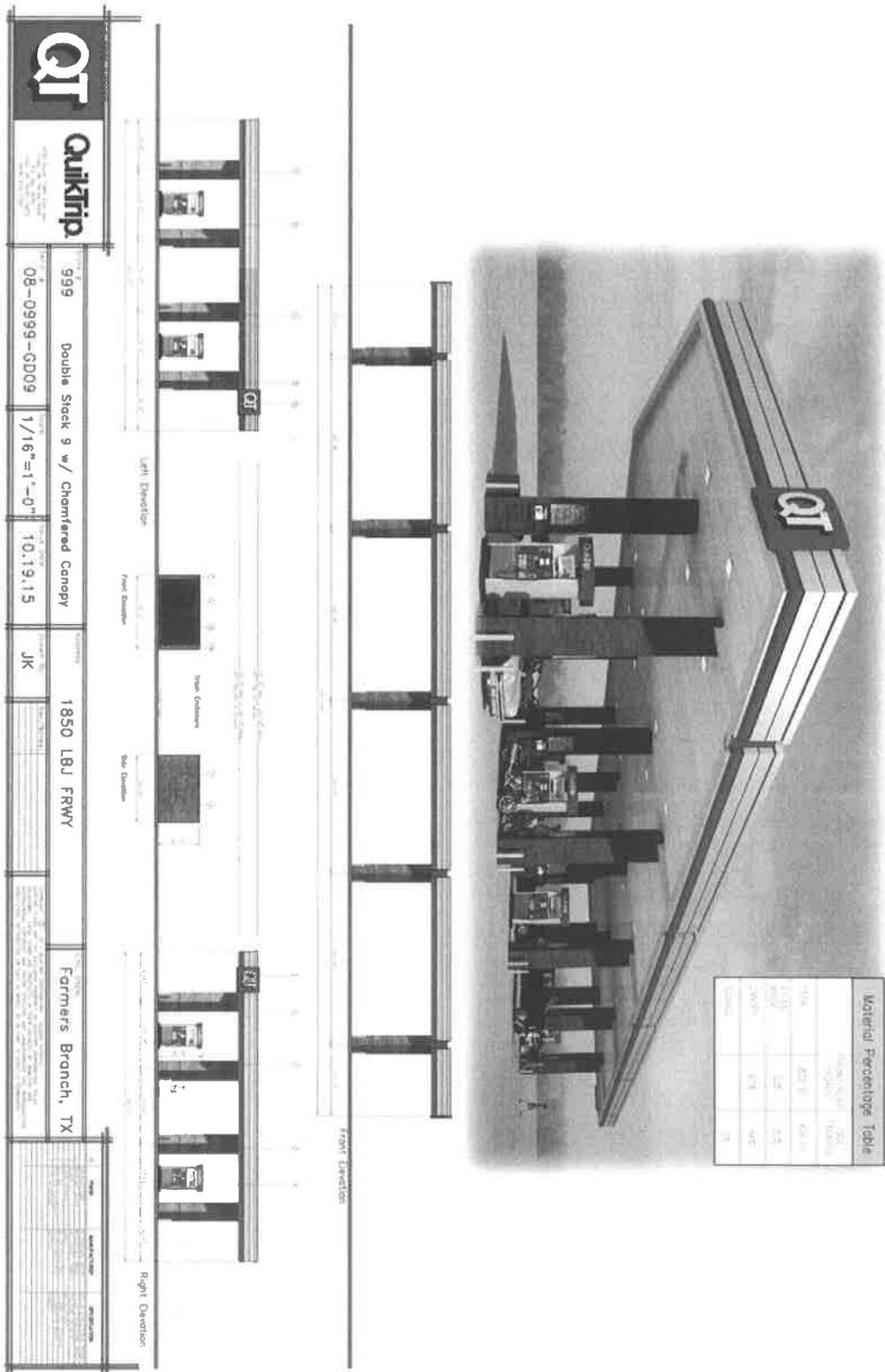
999 Flat Entry w/ Pilasters & Faux Rear Facade

08-0999-BFPI 1/16"=1'-0" 11/24/15 BP

1850 LBJ FRWY

Farmers Branch, TX

**Ordinance No. 3351
Exhibit "C-1" – Elevations (cont)**





City of Farmers Branch

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

Staff Report

File Number: R2016-088

Agenda Date: 10/3/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.3

Consider approving Resolution No. 2016-088 awarding a contract to Fuquay, Inc. for sanitary sewer main rehabilitation through the Local Government Purchasing Cooperative Agreement in the amount of \$97,764.51; and take appropriate action.

BACKGROUND:

The Public Works Department negotiated a cooperative purchasing contract utilizing the Local Government Purchasing Cooperative (BuyBoard) contract pricing. The negotiated contract is for sanitary sewer main rehabilitation along Rawhide Creek from 14120 Rawhide Parkway to Webb Chapel Road. The proposed contract was prepared using estimated quantities and will be awarded on a unit price basis. Funds are available in the Utilities Capital Improvement Program for sanitary sewer main rehabilitation.

The proposed contract includes relining approximately 680 linear feet of 15 inch sanitary sewer with cured in place pipe, cleaning the sewer main, televising the sewer main before and after the liner is installed, and all bypass pumping. Relining rather than reconstructing saves time, money and disruption to the adjacent properties. The relining process is installed from manhole to manhole and does not require any excavation of the existing sewer main.

DISCUSSION:

The Public Works Department negotiated a discounted cooperative purchasing contract with Fuquay, Inc. for sanitary sewer main rehabilitation in the amount of \$97,764.51. Fuquay has recently completed a similar project for the City.

This item supports the City's core value to provide functional, sustainable, and well maintained infrastructure, facilities and equipment.

RECOMMENDATION:

Recommendation by City Administration to approve Resolution No. 2016-088 awarding a contract to Fuquay, Inc. for sanitary sewer main rehabilitation through the Local Government Purchasing Cooperative (BuyBoard) Contract # 462-14 in an amount of \$97,764.51.

POSSIBLE COUNCIL ACTION:

1. Motion to approve Resolution No. 2016-088 awarding a contract to Fuquay, Inc. for sanitary sewer main rehabilitation through the Local Government Purchasing Cooperative (BuyBoard) Contract in an amount of \$97,764.51.

2. I move to approve Resolution No. 2016-088 awarding a contract to Fuquay, Inc. for sanitary sewer main rehabilitation through the Local Government Purchasing Cooperative (BuyBoard) Contract in an amount of \$97,764.51, with modifications.
3. I move to table the item or take no action.

ATTACHMENTS:

1. Buyboard Quote
2. Resolution No. 2016-088
3. Location Map



PROPOSAL

DATE: August 12, 2016
PROJECT: CITY OF FARMERS BRANCH RAWHIDE CREEK LINING

**Cured In Place Pipe & Pipeline Rehabilitation, Underground Asset Renewal,
and Water Tank Asset Management #462-14**

LIST PRICING

MEMBER PRICING

PROJECT SPECIFIC DISCOUNTED PRICING

ITEM 15

UV Light Cured Spiral Wound Fiberglass Liner for CIPP Mainline Rehabilitation Gravity Applications and Additional Associated Items			
		Unit	Quantity
15104	15" x 3.5 mm	LF	680
15116	15" Additional .7mm	LF	680
15116	15" Additional .7mm	LF	680
15116	15" Additional .7mm	LF	680
15127	15"-18" CIPP Set-up Charge	LF	680
15137	15" to 24" Backyard Easement Additional Setup Per Install Length	LF	680
15139	Travel and Mobilization- Pipeline Rehabilitation Crew from New Braunfels, TX	MILE	267

List Price	Total
\$66.50	\$45,220.00
\$7.50	\$5,100.00
\$7.50	\$5,100.00
\$7.50	\$5,100.00
\$10.50	\$7,140.00
\$8.50	\$5,780.00
\$12.00	\$3,204.00

7% Discount	Price	Total
-\$4.66	\$61.85	\$42,054.60
-\$0.53	\$6.98	\$4,743.00
-\$0.53	\$6.98	\$4,743.00
-\$0.53	\$6.98	\$4,743.00
-\$0.74	\$9.77	\$6,640.20
-\$0.60	\$7.91	\$5,375.40
-\$0.84	\$11.16	\$2,979.72

Discount Price	Total
\$60.00	\$40,800.00
\$6.00	\$4,080.00
\$6.00	\$4,080.00
\$6.00	\$4,080.00
\$9.00	\$6,120.00
\$7.00	\$4,760.00
\$11.00	\$2,937.00

ITEM 18

Bypass for Gravity Pipelines and Additional Associated Items			
		Unit	Quantity
18101	Set Up 4" Pump (Per Pump)(2 ea pumps, 5 days)	EA	2
18106	Set Up 4" Piping/Hose	LF	1250
18112	Operate 4" pumping System(2 ea pumps, 5 days)	DAY	10

\$642.00	\$1,284.00
\$6.50	\$8,125.00
\$1,070.00	\$10,700.00

-\$44.94	\$597.06	\$1,194.12
-\$0.46	\$6.05	\$7,556.25
-\$74.90	\$995.10	\$9,951.00

\$595.00	\$1,190.00
\$6.00	\$7,500.00
\$935.00	\$9,350.00

ITEM 19

Clean/TV and Evaluation for Gravity Pipelines and Additional Associated Items			
		Unit	Quantity
19104	15" Clean and TV sanitary sewer	LF	680
19130	6" - 18" Post TV Inspection After Rehabilitation	LF	680
19134	Root removal	LF	680

\$6.50	\$4,420.00
\$4.50	\$3,060.00
\$4.50	\$3,060.00

-\$0.46	\$6.05	\$4,110.60
-\$0.32	\$4.19	\$2,845.80
-\$0.32	\$4.19	\$2,845.80

\$6.00	\$4,080.00
\$4.00	\$2,720.00
\$4.00	\$2,720.00

ITEM 29

All Other Underground Construction and Supplemental Items and Additional Associated Items			
<u>Supplemental Items</u>			
		Unit	Quantity
29383	Traffic control	DAY	2

\$1,070.00	\$2,140.00
------------	------------

-\$74.90	\$995.10	\$1,990.20
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\$250.00	\$500.00
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\$109,433.00

\$101,772.69

\$94,917.00

PERFORMANCE & PAYMENT BONDS (IF NEEDED):

\$2,847.51

TOTAL: \$97,764.51

SPECIAL PROJECT NOTES

- 1) WORK INCLUDES REHABILITATION OF SEWER MAINS FROM MANHOLE 49MH18 TP MANHOLE 49MH11.
- 2) CITY OF FARMERS BRANCH TO PROCURE RIGHT OF ENTRY AGREEMENTS FOR ACCESS TO PROJECT SITE.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATION OR DEVIATION FROM SPECIFICATIONS AND DRAWINGS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE QUOTATION. WORKER'S COMPENSATION AND PUBLIC LIABILITY INSURANCE ON ABOVE WORK TO BE FURNISHED BY FUQUAY, INC. THERE MAY BE AN ADDITIONAL CHARGE FOR PROVIDING A WAIVER OF SUBROGATION AND/OR BEING LISTED AS AN ADDITIONAL INSURED ON FUQUAY'S INSURANCE. THE CHARGE SHALL BE EQUAL TO THE AMOUNT CHARGED TO FUQUAY FOR SAID SERVICE.

EXCLUSIONS:

- SALES TAX
- PERMITS, BURDENS, FEES
- WASTE HAUL-OFF
- SURVEYING
- SITE CLEARING
- PROVIDING AND/OR PERFORMING ANY TESTING

- BARRICADES, SIGNS, TRAFFIC HANDLING
- INFILTRATION REPAIR
- DEWATERING
- ALL BYPASS PUMPING AND PIPE PLUGGING
- BOND, SALES TAX, AND OCP

TERMS:

PAYMENT FOR SERVICES SHALL BE DUE AND PAYABLE WITHIN THIRTY DAYS OF THE DATE/MONTH THE WORK IS PERFORMED. THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN THIRTY DAYS.

ACCEPTED BY: _____

COMPANY: _____

RESPECTFULLY SUBMITTED,

NAME: _____

FUQUAY, INC.

TITLE: _____



RESOLUTION NO. 2016-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AWARDING A CONTRACT TO FUQUAY, INC. FOR SANITARY SEWER MAIN REHABILITATION THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE (BUYBOARD) CONTRACT # 462-14; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Works Department has determined to avoid potential breaks and stoppages in the City’s sanitary sewer system that the sanitary sewer mains along portions of Rawhide Creek from Webb Chapel Road to 14120 Rawhide Parkway should be rehabilitated (“the Project”); and

WHEREAS, having reviewed various options, City Administration recommends awarding a unit price contract to Fuquay, Inc. for the Project through The Local Government Purchasing Cooperative (BuyBoard) contract # 462-14 in the amount \$97,764.51; and

WHEREAS, the City Council of the City of Farmers Branch, Texas finds it to be in the public interest to approve the recommendation of the City Administration.

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

SECTION 1. The City Manager is authorized to sign on behalf of the City a unit price contract with Fuquay, Inc. in the amount of up to \$97,764.51 through The Local Government Purchasing Cooperative (BuyBoard) contract # 462-14 for the Project and to sign such change orders to said contract as the City Manager deems reasonable, necessary, and in the public interest which are in compliance with applicable law and City policy.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 3rd DAY OF OCTOBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney



Sewer Main Rehabilitation



Date: 9/13/2016



City of Farmers Branch

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

Staff Report

File Number: R2016-092

Agenda Date: 10/3/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.4

Consider approving Resolution 2016-092 authorizing the Release of Parking and Cross Access Easements affecting property generally located at 14065 Dennis Lane and adjacent City owned property; and take appropriate action.

BACKGROUND:

Dr. Gerald Pendery recently announced he was retiring as a veterinarian and selling his practice, Valwood Animal Clinic, located at 14065 Dennis Lane. While pacing through the due diligence portion of the property sale, it was discovered that there were two city easements burdening the property. The first, from an agreement between Valwood Investment Company and Joe. A Stalcup dated February 22, 1964 and the second from an agreement between Harry C. Silver, Sam W. Laughlin and C. Grady Cates and J. Curtis Sanford, undated in the original and recorded September 7, 1960.

DISCUSSION:

Dr. Pendery has requested the City vacate, abandon, or otherwise quitclaim any interest the City may have in one of the tracts of land described in Easement 1 and Easement 2. City staff has reviewed Easement 1 and Easement 2 and determined that (1) the purposes for which said easements were originally granted no longer exist or provide any benefit to the City, and (2) the City will benefit from the release of any rights or restrictions that may affect the City's property, if any, pursuant to the terms of said easements.

RECOMMENDATION:

City administration finds it to be in the public interest to agree to a mutual release of Easement 1 and Easement 2.

POSSIBLE ACTION:

Move to adopt resolution 2016-092 authorizing the release of parking and cross access agreements affecting property generally located at 14065;

Move to adopt resolution 2016-092 authorizing the release of parking and cross access agreements affecting property generally located at 14065, with modifications;

Move to table or take no action;

ATTACHMENTS:

- 1.) Release of Easements
- 2.) Resolution 2016-092
- 3.) Abstract Map

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

RELEASE OF EASEMENTS

This **Release of Easements** (hereinafter referred to as the “Agreement”) is entered into by and among **Gerald Pendery, DVM** (“Owner 1”), **Julia Pendery** (together with Gerald Pendery, “Owner 2”), and **City of Farmers Branch** (“Owner 3”). Owner 1, Owner 2 and Owner 3 are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

P R E M I S E S:

WHEREAS, Owner 1 and Owner 2 are the owners of two parcels of land commonly known as 14065 Dennis Lane, Farmers Branch, Texas 75234, as more particularly described on Exhibit A attached hereto, that is situated in Dallas County, Texas (the “Subject Parcels”);

WHEREAS, Owner 3 is the owner of certain neighboring; and

WHEREAS, the Parties, as all of the successors in interest to the parties to those certain Easements (as defined below), desire to waive any prior default thereunder and release the parcels subject to the Easements from the restrictions and covenants contained therein from and after the date hereof.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confirmed, the Parties hereby agree as follows:

1. **Easements.** The following shall constitute the “Easements”
 - A. That certain Agreement by and between Valwood Investment Company, a partnership composed of C. Grady Cates, Jr., Harry C. Silver and Sam W. Laughlin, and Joe. A Stalcup, dated as of February 22, 1964 and recorded May 14, 1964 as Volume 314, Page 1061 in the real property records of Dallas County. (“Easement 1”)
 - B. That certain Contract by and between Harry C. Silver, Sam W. Laughlin and C. Grady Cates and J. Curtis Sanford, undated in the original and recorded September 7, 1960 as Volume 5405, Page 96 in the real property records of Dallas County. (“Easement 2”)
2. **Release.** As all of the successors of the parties to the Easements and owners of the property subject to such Easements, hereby, on behalf of each Party’s successors and assigns, forever release each other and the subject properties from all restrictions, covenants, rights of access and easements in the Easements and waive any default or breach of the Easements by the other Party, or any person to whom a Party is a successor in interest, under each of the Easements, including without limitation Covenants 1, 2, 3 and 5 in Easement 2.
3. **Recording.** This Agreement shall be recorded in the Official Public Records of Dallas County and shall terminate the covenants running with the land contained in the Easements.

4. **Further Assurances.** Each Party from time to time, at another party's request, will execute, acknowledge and deliver to the requesting party such other instruments and will take such other actions and execute and deliver such other documents, certifications and further assurances as the requesting party may reasonably require. Each of the Parties agree to cooperate with the others and execute and deliver to the other Parties such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other Party as necessary to carry out, evidence and confirm the intended purposes of this Agreement. Such covenant shall be binding upon the successors and assigns of each Party.

5. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. The exchange of copies of this Agreement and any other documents contemplated by this Agreement and of their respective signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of each such document as to the Parties and may be used in lieu of the original document for all purposes except for recording in the Official Public Records of Dallas County. Signature of the Parties delivered by facsimile or electronic transmission shall be deemed their original signatures for all purposes.

6. **Miscellaneous.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, successors and assigns. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING THE CONFLICT OF LAWS PRINCIPLES THEREOF. This Agreement may be amended only by a written instrument duly executed by each of the Parties.

7. **Signatures and Authority.** Each Party has the relevant power and authority necessary to execute and deliver this Agreement and has taken all action necessary, if any, to consummate the matters contemplated by this Agreement. This Agreement constitutes the valid and binding obligations of the Parties and is enforceable in accordance with its terms. The Parties acknowledge that Gerald Pendery has taken title to the Subject Parcels as Dr. Gerald V. Pendery and Gerald Vernon Pendery, who is the same individual signing below as "Gerald V. Pendery, DVM."

[Signatures Follow on Next Page]

SIGNED AND AGREED this ____ day of _____, 2016.

Owner 1 and Owner 2

Gerald V. Pendery, DVM

Owner 2:

Julia Fields Pendery

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged before me, the undersigned authority, this ____ day of _____, 2016,
by Gerald V. Pendery, DVM.

Notary Public, State of Texas

Commission Expires:_____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged before me, the undersigned authority, this ____ day of _____, 2016,
by Julia Fields Pendery

Notary Public, State of Texas

Commission Expires:_____

Owner 3:

City of Farmers Branch

By: _____
Charles Cox, City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged before me, the undersigned authority, this _____ day of _____, 2016, by Charles Cox, City Manager of the City of Farmers Branch, a Texas home rule municipality, for and on behalf of said municipality.

Notary Public, State of Texas

Commission Expires: _____

Exhibit A
Subject Parcels Property Description

TRACT 1:

Description of a 0.111 acre tract of land situated in the R. J. West Survey, Abstract No. 1576, Dallas County, Texas; said 0.111 acre tract being all of that tract conveyed to Dr. Gerald V. Pendery by deed recorded in Volume 80196, Page 69, Deed Records, Dallas County, Texas; said 0.111 acre tract being more particularly described by metes and bounds as follows;

COMMENCING, at a 1/2-inch iron rod found at the intersection of the south right-of-way line of Valwood Parkway (100 feet wide) and the west right-of-way line of Dennis Lane (80 feet wide); said point also being the northeast corner of a tract of land conveyed to the City of Farmers Branch by deed recorded in Clerk's Instrument No. 200600102108, Official Public Records, Dallas County, Texas;

THENCE, South 00 degrees 00 minutes 00 seconds East, with said west right-of-way line of Dennis Lane, a distance of 177.31 feet to a "+" cut in concrete found at the beginning of a circular curve to the right having a radius of 784.24 feet;

THENCE, Southwesterly, with said curve to the right through a central angle of 01 degree 52 minutes 34 seconds, an arc distance of 25.68 feet (chord bears South 00 degrees 56 minutes 17 seconds West, 25.68 feet) to a point at the POINT OF BEGINNING;

THENCE, Southwesterly, continuing with said curve to the right through a central angle of 05 degrees 55 minutes 42 seconds, an arc distance of 81.14 feet (chord bears South 04 degrees 50 minutes 25 seconds West, 81.11 feet) to a "+" cut in concrete found at the southeast corner of said 0.111 acre tract; said point also being the eastern most northeast corner of a tract of land conveyed to the City of Farmers Branch by deed recorded in Volume 94152, Page 2653, Deed Records, Dallas County, Texas;

THENCE, with the common line of said 0.111 acre tract and said City of Farmers Branch tract, the following metes and bounds;

North 90 degrees 00 minutes 00 seconds West, leaving said west right-of-way line, a distance of 55.75 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the southwest corner of said 0.111 acre tract;

North 00 degrees 00 minutes 00 seconds West, a distance of 80.80 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the northwest corner of said 0.111 acre tract; said point also being an interior corner of said City of Farmers Branch tract; said point also being on the south line of a tract of land conveyed to Gerald Vernon Pendery and Julia Fields Pendery by deed recorded in Volume 93045, Page 4862, Deed Records, Dallas County, Texas;

THENCE, South 90 degrees 00 minutes 00 seconds East, with the north line of said 0.111 acre tract, a distance of 62.60 feet to the POINT OF BEGINNING;

CONTAINING, 4,838 square feet or 0.111 acres of land, more or less.

TRACT 2:

Description of a 0.225 acre tract of land situated in the R. J. West Survey, Abstract No. 1576, Dallas County, Texas; said 0.225 acre tract being all of that tract conveyed to Gerald Vernon Pendery and Julia Fields Pendery by deed recorded in Volume 93045, Page 4862, Deed Records, Dallas County, Texas; said 0.225 acre tract being more particularly described by metes and bounds as follows;

BEGINNING, at a 1/2-inch iron rod found at the northeast corner of said 0.225 acre tract; said point also being the southeast corner of a tract of land conveyed to the City of Farmers Branch by deed recorded in Clerk's Instrument No. 200600102108, Official Public Records, Dallas County, Texas; said point also being South 00 degrees 00 minutes 00 seconds East, 150.00 feet from a 1/2-inch iron rod found at the intersection of the south right-of-way line of Valwood Parkway (100 feet wide) and the west right-of-way line of Dennis Lane (80 feet wide);

THENCE, South 00 degrees 00 minutes 00 seconds East, with said west right-of-way line of Dennis Lane, a distance of 27.31 feet to a "+" cut in concrete found at the beginning of a circular curve to the right having a radius of 784.24 feet;

THENCE, Southwesterly, with said curve to the right through a central angle of 01 degree 52 minutes 34 seconds, an arc distance of 25.68 feet (chord bears South 00 degrees 56 minutes 17 seconds West, 25.68 feet) to a point at the southeast corner of said 0.225 acre tract; said point also being the northeast corner of a tract of land conveyed to Dr. Gerald V. Pendery by deed recorded in Volume 80196, Page 69, Deed Records, Dallas County, Texas;

THENCE, North 90 degrees 00 minutes 00 seconds West, leaving said west right-of-way line, passing at a distance of 62.60 feet a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the northwest corner of said Dr. Gerald V. Pendery tract; said point also being an interior corner of a tract conveyed to the City of Farmers Branch by deed recorded in Volume 94152, Page 2653, Deed Records, Dallas County, Texas; continuing, in all, a total distance of 184.70 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the southwest corner of said 0.225 acre tract; said point also being an interior corner of said City of Farmers Branch tract;

THENCE, North 00 degrees 00 minutes 00 seconds West, a distance of 53.00 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the northwest corner of said 0.225 acre tract;

THENCE, South 90 degrees 00 degrees 00 seconds East, with the north line of said 0.225 acre tract, a distance of 185.12 feet to the POINT OF BEGINNING;

CONTAINING, 9,808 square feet or 0.225 acres of land, more or less.



RESOLUTION NO. 2016-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING RELEASE OF EASEMENTS AFFECTING PROPERTY GENERALLY LOCATED AT 14065 DENNIS LANE AND ADJACENT CITY-OWNED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to (1) an agreement between Valwood Investment Company and Joe. A Stalcup dated February 22, 1964 and recorded May 14, 1964 as Volume 314, Page 1061 in the real property records of Dallas County. ("Easement 1") and (2) an agreement between Harry C. Silver, Sam W. Laughlin and C. Grady Cates and J. Curtis Sanford, undated in the original and recorded September 7, 1960 as Volume 5405, Page 96 in the real property records of Dallas County. (the "Easement 2"), certain easements for the benefit of certain property now owned by the City were established that affect the property now commonly known and addressed as 14065 Dennis Lane ("the Property"); and

WHEREAS, the current owner of the underlying fee title to the Property burdened by Easement 1 and Easement 2 has requested the City vacate, abandon, or otherwise quitclaim any interest the City may have in one of the tracts of land described in Easement 1 and Easement 2; and

WHEREAS, Easement 1 and Easement 2 also create certain burdens and obligations on the City-owned property located adjacent to the Property; and

WHEREAS, City staff has reviewed Easement 1 and Easement 2 and determined that (1) the purposes for which said easements were originally granted no longer exist or provide any benefit to the City, and (2) the City will benefit from the release of any rights or restrictions that may affect the City's property, if any, pursuant to the terms of said easements;

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to agree to a mutual release of Easement 1 and Easement 2;

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 of the City and file in the Official Public Records of Dallas County, Texas, a release of easement releasing and abandoning the City's interest in the property generally located at 14065 Dennis Lane, such release to be substantially in the form set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. This Resolution shall be effective immediately upon final passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS
BRANCH, TEXAS, THIS 3RD DAY OF OCTOBER, 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:9/23/16:79540)

Resolution No. 2016-_____
Exhibit "A" – Form of Release of Easements

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

RELEASE OF EASEMENTS

This **Release of Easements** (hereinafter referred to as the "Agreement") is entered into by and among **Gerald Pendery, DVM** ("Owner 1"), **Julia Pendery** (together with Gerald Pendery, "Owner 2"), and **City of Farmers Branch** ("Owner 3"). Owner 1, Owner 2 and Owner 3 are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

P R E M I S E S:

WHEREAS, Owner 1 and Owner 2 are the owners of two parcels of land commonly known as 14065 Dennis Lane, Farmers Branch, Texas 75234, as more particularly described on Exhibit A attached hereto, that is situated in Dallas County, Texas (the "Subject Parcels");

WHEREAS, Owner 3 is the owner of certain neighboring; and

WHEREAS, the Parties, as all of the successors in interest to the parties to those certain Easements (as defined below), desire to waive any prior default thereunder and release the parcels subject to the Easements from the restrictions and covenants contained therein from and after the date hereof.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confirmed, the Parties hereby agree as follows:

1. **Easements.** The following shall constitute the "Easements"
 - A. That certain Agreement by and between Valwood Investment Company, a partnership composed of C. Grady Cates, Jr., Harry C. Silver and Sam W. Laughlin, and Joe. A Stalcup, dated as of February 22, 1964 and recorded May 14, 1964 as Volume 314, Page 1061 in the real property records of Dallas County. ("Easement 1")
 - B. That certain Contract by and between Harry C. Silver, Sam W. Laughlin and C. Grady Cates and J. Curtis Sanford, undated in the original and recorded September 7, 1960 as Volume 5405, Page 96 in the real property records of Dallas County. ("Easement 2")

2. **Release.** As all of the successors of the parties to the Easements and owners of the property subject to such Easements, hereby, on behalf of each Party's successors and assigns, forever release each other and the subject properties from all restrictions, covenants, rights of access and easements in the Easements and waive any default or breach of the Easements by the other Party, or any person to whom a Party is a successor in interest, under each of the Easements, including without limitation Covenants 1, 2, 3 and 5 in Easement 2.

3. **Recording.** This Agreement shall be recorded in the Official Public Records of Dallas County and shall terminate the covenants running with the land contained in the Easements.

4. **Further Assurances.** Each Party from time to time, at another party's request, will execute, acknowledge and deliver to the requesting party such other instruments and will take such other actions and execute and deliver such other documents, certifications and further assurances as the requesting party may reasonably require. Each of the Parties agree to cooperate with the others and execute and deliver to the other Parties such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other Party as necessary to carry out, evidence and confirm the intended purposes of this Agreement. Such covenant shall be binding upon the successors and assigns of each Party.

5. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. The exchange of copies of this Agreement and any other documents contemplated by this Agreement and of their respective signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of each such document as to the Parties and may be used in lieu of the original document for all purposes except for recording in the Official Public Records of Dallas County. Signature of the Parties delivered by facsimile or electronic transmission shall be deemed their original signatures for all purposes.

6. **Miscellaneous.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, successors and assigns. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING THE CONFLICT OF LAWS PRINCIPLES THEREOF. This Agreement may be amended only by a written instrument duly executed by each of the Parties.

7. **Signatures and Authority.** Each Party has the relevant power and authority necessary to execute and deliver this Agreement and has taken all action necessary, if any, to consummate the matters contemplated by this Agreement. This Agreement constitutes the valid and binding obligations of the Parties and is enforceable in accordance with its terms. The Parties acknowledge that Gerald Pendery has taken title to the Subject Parcels as Dr. Gerald V. Pendery and Gerald Vernon Pendery, who is the same individual signing below as "Gerald V. Pendery, DVM."

[Signatures Follow on Next Page]

SIGNED AND AGREED this ____ day of _____, 2016.

Owner 1 and Owner 2

Gerald V. Pendery, DVM

Owner 2:

Julia Fields Pendery

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged before me, the undersigned authority, this ____ day of _____,
2016, by Gerald V. Pendery, DVM.

Notary Public, State of Texas

Commission Expires:_____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged before me, the undersigned authority, this ____ day of _____,
2016, by Julia Fields Pendery

Notary Public, State of Texas

Commission Expires:_____

Owner 3:

City of Farmers Branch

By: _____
Charles Cox, City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Acknowledged before me, the undersigned authority, this _____ day of _____, 2016, by Charles Cox, City Manager of the City of Farmers Branch, a Texas home rule municipality, for and on behalf of said municipality.

Notary Public, State of Texas

Commission Expires: _____

Exhibit A
Subject Parcels Property Description

TRACT 1:

Description of a 0.111 acre tract of land situated in the R. J. West Survey, Abstract No. 1576, Dallas County, Texas; said 0.111 acre tract being all of that tract conveyed to Dr. Gerald V. Pendery by deed recorded in Volume 80196, Page 69, Deed Records, Dallas County, Texas; said 0.111 acre tract being more particularly described by metes and bounds as follows;

COMMENCING, at a 1/2-inch iron rod found at the intersection of the south right-of-way line of Valwood Parkway (100 feet wide) and the west right-of-way line of Dennis Lane (80 feet wide); said point also being the northeast corner of a tract of land conveyed to the City of Farmers Branch by deed recorded in Clerk's Instrument No. 200600102108, Official Public Records, Dallas County, Texas;

THENCE, South 00 degrees 00 minutes 00 seconds East, with said west right-of-way line of Dennis Lane, a distance of 177.31 feet to a "+" cut in concrete found at the beginning of a circular curve to the right having a radius of 784.24 feet;

THENCE, Southwesterly, with said curve to the right through a central angle of 01 degree 52 minutes 34 seconds, an arc distance of 25.68 feet (chord bears South 00 degrees 56 minutes 17 seconds West, 25.68 feet) to a point at the POINT OF BEGINNING;

THENCE, Southwesterly, continuing with said curve to the right through a central angle of 05 degrees 55 minutes 42 seconds, an arc distance of 81.14 feet (chord bears South 04 degrees 50 minutes 25 seconds West, 81.11 feet) to a "+" cut in concrete found at the southeast corner of said 0.111 acre tract; said point also being the eastern most northeast corner of a tract of land conveyed to the City of Farmers Branch by deed recorded in Volume 94152, Page 2653, Deed Records, Dallas County, Texas;

THENCE, with the common line of said 0.111 acre tract and said City of Farmers Branch tract, the following metes and bounds;

North 90 degrees 00 minutes 00 seconds West, leaving said west right-of-way line, a distance of 55.75 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the southwest corner of said 0.111 acre tract;

North 00 degrees 00 minutes 00 seconds West, a distance of 80.80 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the northwest corner of said 0.111 acre tract; said point also being an interior corner of said City of Farmers Branch tract; said point also being on the south line of a tract of land conveyed to Gerald Vernon Pendery and Julia Fields Pendery by deed recorded in Volume 93045, Page 4862, Deed Records, Dallas County, Texas;

THENCE, South 90 degrees 00 minutes 00 seconds East, with the north line of said 0.111 acre tract, a distance of 62.60 feet to the POINT OF BEGINNING;

CONTAINING, 4,838 square feet or 0.111 acres of land, more or less.

TRACT 2:

Description of a 0.225 acre tract of land situated in the R. J. West Survey, Abstract No. 1576, Dallas County, Texas; said 0.225 acre tract being all of that tract conveyed to Gerald Vernon Pendery and Julia Fields Pendery by deed recorded in Volume 93045, Page 4862, Deed Records, Dallas County, Texas; said 0.225 acre tract being more particularly described by metes and bounds as follows;

BEGINNING, at a 1/2-inch iron rod found at the northeast corner of said 0.225 acre tract; said point also being the southeast corner of a tract of land conveyed to the City of Farmers Branch by deed recorded in Clerk's Instrument No. 200600102108, Official Public Records, Dallas County, Texas; said point also being South 00 degrees 00 minutes 00 seconds East, 150.00 feet from a 1/2-inch iron rod found at the intersection of the south right-of-way line of Valwood Parkway (100 feet wide) and the west right-of-way line of Dennis Lane (80 feet wide);

THENCE, South 00 degrees 00 minutes 00 seconds East, with said west right-of-way line of Dennis Lane, a distance of 27.31 feet to a "+" cut in concrete found at the beginning of a circular curve to the right having a radius of 784.24 feet;

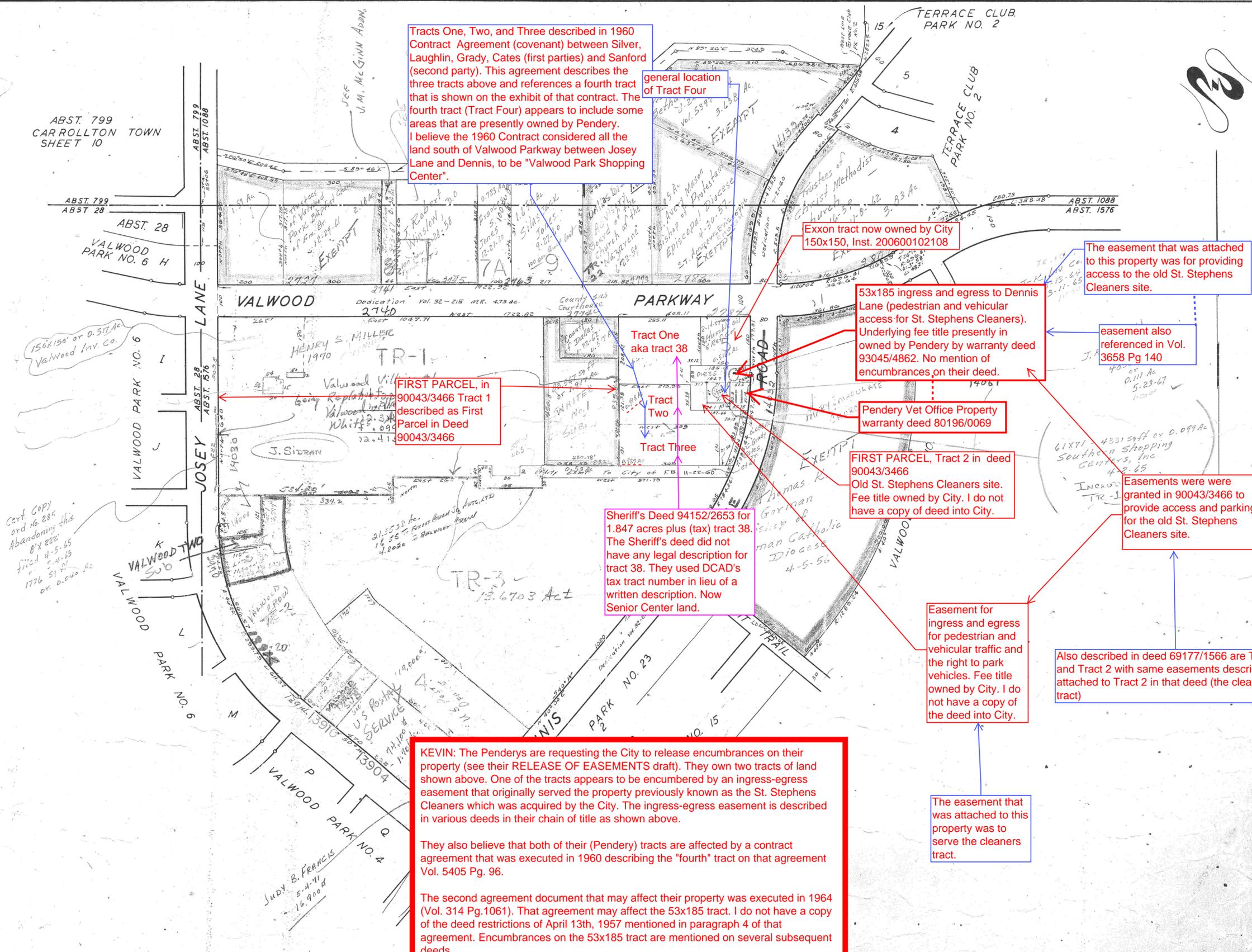
THENCE, Southwesterly, with said curve to the right through a central angle of 01 degree 52 minutes 34 seconds, an arc distance of 25.68 feet (chord bears South 00 degrees 56 minutes 17 seconds West, 25.68 feet) to a point at the southeast corner of said 0.225 acre tract; said point also being the northeast corner of a tract of land conveyed to Dr. Gerald V. Pendery by deed recorded in Volume 80196, Page 69, Deed Records, Dallas County, Texas;

THENCE, North 90 degrees 00 minutes 00 seconds West, leaving said west right-of-way line, passing at a distance of 62.60 feet a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the northwest corner of said Dr. Gerald V. Pendery tract; said point also being an interior corner of a tract conveyed to the City of Farmers Branch by deed recorded in Volume 94152, Page 2653, Deed Records, Dallas County, Texas; continuing, in all, a total distance of 184.70 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the southwest corner of said 0.225 acre tract; said point also being an interior corner of said City of Farmers Branch tract;

THENCE, North 00 degrees 00 minutes 00 seconds West, a distance of 53.00 feet to a 5/8-inch iron rod with plastic cap stamped "RPLS 5133" found at the northwest corner of said 0.225 acre tract;

THENCE, South 90 degrees 00 degrees 00 seconds East, with the north line of said 0.225 acre tract, a distance of 185.12 feet to the POINT OF BEGINNING;

CONTAINING, 9,808 square feet or 0.225 acres of land, more or less.



Tracts One, Two, and Three described in 1960 Contract Agreement (covenant) between Silver, Laughlin, Grady, Cates (first parties) and Sanford (second party). This agreement describes the three tracts above and references a fourth tract that is shown on the exhibit of that contract. The fourth tract (Tract Four) appears to include some areas that are presently owned by Pendery. I believe the 1960 Contract considered all the land south of Valwood Parkway between Josey Lane and Dennis, to be "Valwood Park Shopping Center".

general location of Tract Four

Exxon tract now owned by City 150x150, Inst. 200600102108

The easement that was attached to this property was for providing access to the old St. Stephens Cleaners site.

53x185 ingress and egress to Dennis Lane (pedestrian and vehicular access for St. Stephens Cleaners). Underlying fee title presently in owned by Pendery by warranty deed 93045/4862. No mention of encumbrances on their deed.

easement also referenced in Vol. 3658 Pg 140

FIRST PARCEL, in 90043/3466 Tract 1 described as First Parcel in Deed 90043/3466

Pendery Vet Office Property warranty deed 80196/0069

FIRST PARCEL, Tract 2 in deed 90043/3466 Old St. Stephens Cleaners site. Fee title owned by City. I do not have a copy of deed into City.

Easements were granted in 90043/3466 to provide access and parking for the old St. Stephens Cleaners site.

Sheriff's Deed 94152/2653 for 1.847 acres plus (tax) tract 38. The Sheriff's deed did not have any legal description for tract 38. They used DCAD's tax tract number in lieu of a written description. Now Senior Center land.

Also described in deed 69177/1566 are Tract 1 and Tract 2 with same easements described and attached to Tract 2 in that deed (the cleaners tract)

Easement for ingress and egress for pedestrian and vehicular traffic and the right to park vehicles. Fee title owned by City. I do not have a copy of the deed into City.

The easement that was attached to this property was to serve the cleaners tract.

KEVIN: The Penderys are requesting the City to release encumbrances on their property (see their RELEASE OF EASEMENTS draft). They own two tracts of land shown above. One of the tracts appears to be encumbered by an ingress-egress easement that originally served the property previously known as the St. Stephens Cleaners which was acquired by the City. The ingress-egress easement is described in various deeds in their chain of title as shown above.

They also believe that both of their (Pendery) tracts are affected by a contract agreement that was executed in 1960 describing the "fourth" tract on that agreement Vol. 5405 Pg. 96.

The second agreement document that may affect their property was executed in 1964 (Vol. 314 Pg.1061). That agreement may affect the 53x185 tract. I do not have a copy of the deed restrictions of April 13th, 1957 mentioned in paragraph 4 of that agreement. Encumbrances on the 53x185 tract are mentioned on several subsequent deeds.

I have been unable to view the older deeds referred above, including a tract referenced in Vol. 3658 Pg. 140.

Please review and comment to John Land and myself at your earliest convenience. Thanks, Chris Harrington



City of Farmers Branch

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

Staff Report

File Number: R2016-090

Agenda Date: 10/3/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.5

Consider approving Resolution No. 2016-090 granting a Detailed Site Plan for a multifamily community located at the future extension of Knightsbridge Road; and take appropriate action.

BACKGROUND:

This proposed 15.021-acre site is located approximately 600 feet east of Luna Road and 1000 feet south of LBJ Freeway. This site is located within the Planned Development 88 (PD-88) zoning district.

DISCUSSION:

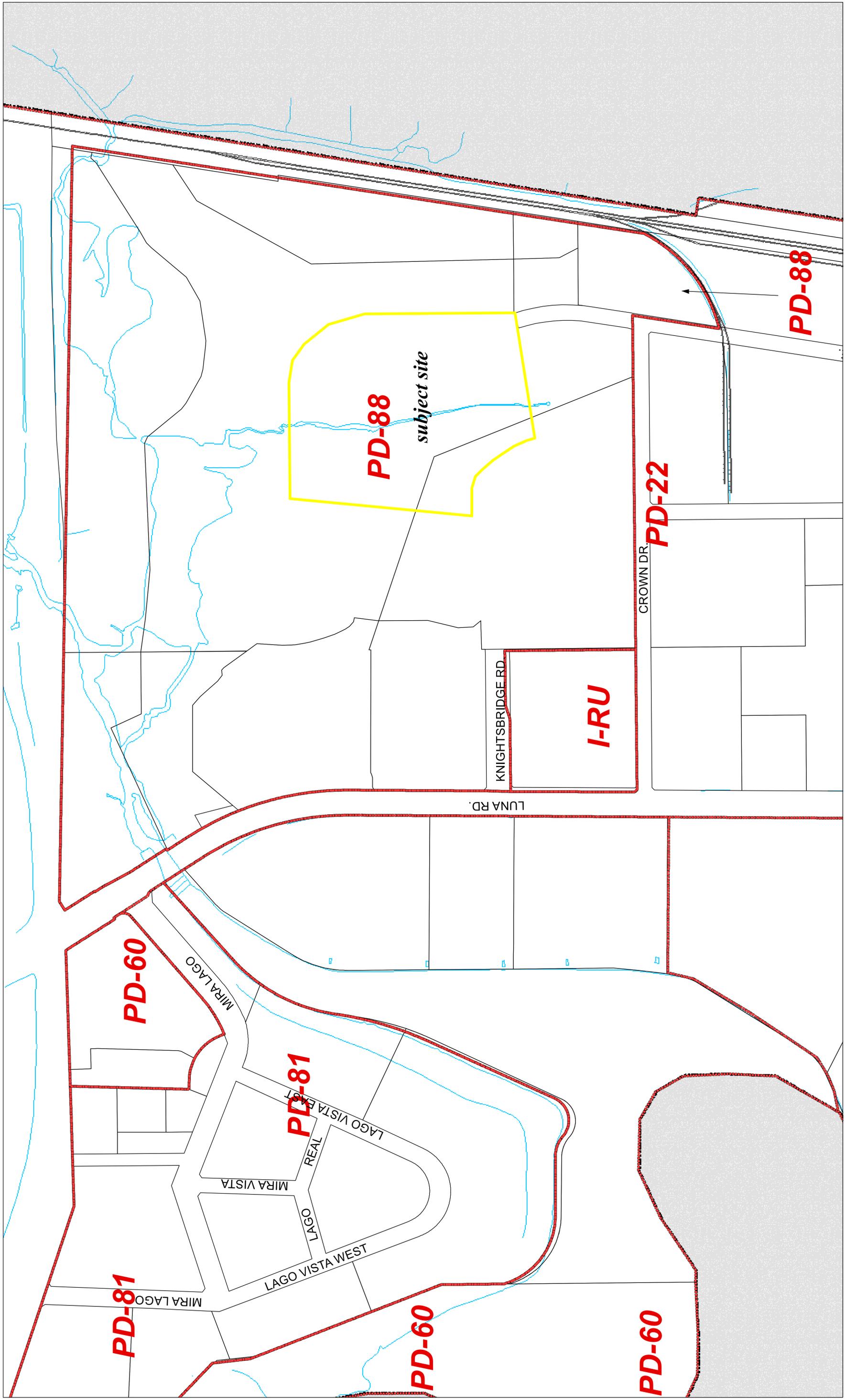
In February 2016 the City approved the zoning amendment to change this site from "Commerce" subdistrict to "Mid-Density residential" subdistrict within Planned Development No. 88 (PD-88). The applicant has proposed to develop a multifamily community of approximately 424 dwelling units in ten 3 and 4-story high buildings.

RECOMMENDATION:

On September 12th 2016, the Planning and Zoning Commission voted to recommend approval of the Detailed Site Plan as described in the Resolution No. 2016-090.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Resolution No. 2016-090
5. Ordinance 3356 Conceptual Site Plan
6. Conceptual Trail Diagram
7. Site Photographs




Zoning District Boundary
Parcel Property Boundaries
City Limit


FARMERS BRANCH

16-SP-08 - Location Map
future expansion of Knightsbridge Road

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.

0 405 810 Feet
 NORTH
 Date: 8/31/2016

Document Path: Z:\Zoning Cases\2016 cases\16-SP-08 Knightsbridge Rd (JPI MF phase 1)\GIS\Location Map.mxd



subject site



16-SP-08 - Aerial Map future expansion of Knightsbridge Road

Parcel Property Boundaries

City Limit

0 405 810

Feet

NORTH

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: September 29th, 2016
SUBJECT: Proposed Resolution No. 2016-090 to approve a Detailed Site Plan for a multi-family community at the future extension of Knightsbridge Road

Summary

Site design: 10 multifamily buildings, 2 amenity centers, 3 and 4 stories in height
Units: 424 dwelling units (DU) with an average of 929 square feet/DU
Parking: 639 parking spaces, combination of “tuck-under” garages and surface parking lots, 1.5 parking spaces/DU
Landscape: 34% of the property consisting of a linear park and landscaped open spaces, 5,694 linear feet of new trails including a boardwalk along the new lake shore

Existing Conditions

This proposed multi-family residential development was approved in February 2016 with the adoption of Ordinance 3356 amending the Planned Development District No 88 (PD-88). The amendment rezoned the 30.1-acre lot from “Commerce” subdistrict into “Mid-Density Residential” subdistrict. The City also approved the Conceptual Site Plan for this development. (See Ordinance 3356 Conceptual Site Plan).

The site is located approximately 600 feet east of Luna Road and 1,000 feet south of LBJ Freeway, at the interior city limit line between the City of Farmers Branch and the City of Dallas. The site is accessible by the future extension of Knightsbridge Road. (See Aerial Map)

For the 30.1-acre property, the applicant, JPI Real Estate Acquisition proposed to develop a mid-density residential community containing approximately 840 dwelling units in 19 buildings, to be constructed. This development is proposed to be constructed in two phases. With this application, JPI is proposing to develop the first phase of this community, the 15.021-acre site located north of future extension of Knightsbridge Road.

The site is bordered to the west by a 10-acre undeveloped tract (recently recommended for approval for a future phase of Mercer Crossing Apartments). To the south of this site is proposed Knightsbridge Road and the second phase of this residential community. To the north of the site is the newly created lake. The plat for this new lake and for Knightsbridge Road were approved in August 2016.

This site is currently located within the “Mid-Density Residential” subdistrict of PD-88 which does allow the intended multifamily use. (See Location Map).

Site Design

This proposed Detailed Site Plan for Phase One is consistent with the approved Conceptual Site Plan. Phase One consists of 10 buildings and 424 apartment units with a density of 28 dwelling units per acre as established by the Mid-Density Residential Subdistrict within PD-88. (See Site Plan)

The site plan configuration was designed around two amenities: the new lake that folds around the north and east sides of the property and a proposed linear park through the middle of the property from north (the lake shore) to south (Knightsbridge Road) that will tie together a network of east-to-west trails. The design team intended to place all 10 buildings to face either a natural amenity or a major street. The trails and open spaces along the lake shore, Knightsbridge Road and the western property line are open to the general public. All trails are designed to connect into a wider pedestrian network that creates a continuous walkable community linking all of the surrounding residential developments together.

This new community will include two amenity centers (12,130 sf), one located along Knightsbridge Road (in Building 1) and another one along the northern lake shore (in Building 4). The amenity center along Knightsbridge Road will include a leasing office and indoor clubhouse and fitness center (10,254 sf) and an outdoor community pool (8,622 sf) orientated towards the linear park. The amenity center along the lake will contain an indoor fitness center with a lounge area (1,876 sf) and an outdoor sand volleyball court (8,501 sf) towards the lake. (See Colored Landscape Plan).

The applicant is currently proposing to develop 424 apartment units with an average 929 sf/DU, within 10 buildings: 291 DU (68.6%) will be one-bedroom units, 116 DU (27.4%) will be two-bedroom units and 17 DU (4%) will be three-bedroom units.

The breakdown of units and square feet is as follows;

- 1 Bed 1 Bath: 620 - 978 Square Feet
- 1 Bed Live/Work Units: 1,045 - 1,516 Square Feet
- 2 Bedrooms: 1,119 - 1,402 Square Feet
- 2 Bed Live/Work Units: 1,493 Square Feet
- 3 Bedrooms: 1,457 - 1,823 Square Feet
- 3 Bed Live/Work Units: 1,691 Square Feet

(See Floor Plans)

The units are proposed to have the following amenities: 10 foot ceilings, granite countertops and oversized kitchen islands.

The estimated cost for the proposed development for this first phase is approximately \$68 million.

Elevations

For this development, the applicant is proposing the art deco architectural style specifically adapted for North Texas. All elevations visible from public view will comply with the 75% masonry requirement, with a combination of brick and stucco. The buildings will have flat roofs and art deco proportions and details: large windows, well-defined edge/cornice and strong horizontal elements. The elevations will also have LED lighting accents. All units will contain an outdoor patio or balcony. The balconies and patios will have metal fence parapets and awnings. (See Elevations)

All buildings will be 3 stories high (42 feet) except Building 3, 4 and 6. These three buildings are located along the lake shore and are proposed to be 4 stories in height (50 feet). For these three lakeshore buildings the applicant is proposing a special type of live-work units that will have an interior mezzanine level (with interior stairs). (See Floor Plans)

Parking

The applicant is proposing a parking ratio of 1.5 parking spaces per unit. The community will be served by 639 on-site parking spaces with a combination of “tuck-under” garages (196 parking spaces) and surface parking lots (443 parking spaces). All buildings will have “tuck-under” garages that will be connected into a common semi-open hallway system. The surface parking lots are grouped within small (open) courtyards behind the buildings. To create a walkable community, the applicant paid special attention and included a generous system of pedestrian and shared trails and landscaped open spaces over the surface parking system. (See Colored Landscape Plan).

Landscaping and Open Space

In order to create an inviting outdoor environment throughout the proposed residential community, the approved Conceptual Landscape Plan includes a linear park, trails and adequate pedestrian access to the new lake. An overall 10,500 linear feet of trails will serve the entire multifamily community and connect it with the existing community to the west. (See Conceptual Trails Diagram)

With this current application, for Phase One, the applicant is proposing to install 5,694 linear feet of trails. A 12 feet wide trail proposed along the lake shore. 10 feet wide trails are proposed within the interior linear park, throughout the parking lot and along Knightsbridge Road. (See Landscape Plan / Trails Diagram)

The proposed Landscape Plan includes an interior linear park (from the lake shore to Knightsbridge Road) that connects the two amenity centers. The outdoor community pool, open lawn area and sand volleyball court are tied into this interior linear park. (See Landscape Plan)

The proposed Landscape Plan contains approximately 34% landscaped open space. A dense cluster/canopy of trees planted along Knightsbridge Road and along the internal trails and pedestrian walkways. The applicant is proposing to install 286 new large trees, a combination of Chinese Pistachios, Elm and Oak trees. (See Colored Landscape Plan)

Signage

The applicant is proposing to install a freestanding monument sign (maximum 60 sf, 5 feet in height) along the north side of Knightsbridge Road at the driveway access point. The signage for this property shall comply with the City's Sign Ordinance. (See Proposed Monument Sign)

Special Exception

At the time of the Conceptual Site Plan review, the following Special Exceptions were approved with Ordinance 3356.

Special Exception #1- stipulates that leasing offices affiliated shall not exceed 7,500 square feet in area. The applicant is proposing the leasing offices for both phase combined with the clubhouse to form larger amenity centers (the amenity centers for phase I is proposed to be 12,130 sf).

Special Exception #2- requires that the building façade for each building facing a street shall be built to the Required Building Line (RBL) at 85% of the RBL length. Due to the curvilinear configuration of Knightsbridge Road, no on-street parking along this thoroughfare is possible. In order to create a fluid access needed for the leasing center along Knightsbridge Road, the applicant is proposing head-in parking spaces in front of the leasing office, thus shifting Building

1 back from the RBL with 72 feet. Building 9 is proposed at a setback of 53.4 feet from the property line along Knightsbridge Road. (See Site Plan)

City Staff is in support of these Special Exceptions.

Thoroughfare Plan

Knightsbridge Road is currently a four lane divided boulevard. This road is proposed to be extended to connect with Crown Road. The City recently approved the plat and civil plans for the new configuration of Knightsbridge Road, the land owner will start the construction of the roadway this fall.

The City of Farmers Branch recently conducted a Traffic Impact Analysis for Luna Road (between LBJ Freeway and Royal Lane), to assess the impact of the upcoming developments in this area of the city. The analysis identified the intersection of Luna Road and Knightsbridge Road as a location for a new traffic signal. JPI has agreed to participate in the cost associated with the installment of this new traffic signal.

Gas Well Site

In 2008, the City amended the Comprehensive Zoning Ordinance to allow gas well land uses within Planned Development District 88 (PD-88) with granting of a Specific Use Permit. In 2009 the City approved the second Specific Use Permit for a 4.55-acre gas well site at 11500 Mathis Drive, with the adoption of Ordinance No. 3057. This tract was located east of the intersection of Mathis Drive and Crown Drive and approximately 1,900 feet east of Luna Road, in the close proximity with the JPI site proposed to develop the multifamily community.

In July 2016, the City repealed and terminated this existing Specific Use Permit allowing a natural gas well site at 11500 Mathis Drive, with the adoption of Ordinance No. 3378.

Public Response:

Three (3) zoning notification letters were mailed to the surrounding property owners on August 31st, 2016. Two zoning notification signs were also placed on the site on the same day. A public notice was placed in Dallas Morning News on August 16th 2016. As of September 29th, no letters of opposition have been received.

Possible Council Action:

1. I move to adopt Resolution No. 2016-090.
2. I move to adopt Resolution No. 2016-090 with the following modification(s)...
3. I move to table the item or take no action.



RESOLUTION NO. 2016-090

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPROVING A DETAILED SITE PLAN, INCLUSIVE OF LANDSCAPE PLAN, BUILDING ELEVATIONS, AND SIGN EXHIBIT FOR A 15.150± ACRE TRACT OUT OF THE WILLIAM M. COCHRAN SURVEY, ABSTRACT NO. 279 AND HARRISON C. MARSH SURVEY, ABSTRACT NO. 916, CITY OF FARMERS BRANCH, TEXAS DESCRIBED IN EXHIBIT “A” HERETO, LOCATED IN PLANNED DEVELOPMENT NO. 88 (PD-88); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an application has been made for approval of detailed site plan for A 15.150± acre tract out of the William M. Cochran Survey, Abstract No. 279 and Harrison C. Marsh Survey, Abstract No. 916, City of Farmers Branch, Texas, described in Exhibit “A” attached hereto and incorporated herein by reference (“the Property”), which is located in Planned Development No. 88 (PD-88); 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 “B;”
- B. Landscape Plan as shown in Exhibit “C;”
- C. Building Elevations as shown in Exhibit “D;” and
- D. Sign as shown in Exhibit “E.”

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 3RD DAY OF OCTOBER, 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:9/25/16:79550)

Resolution No. 2016-090
Exhibit "A" – Description of Property

BEING a tract of land situated in the William M. Cochran Survey, Abstract No. 279 and Harrison C. Marsh Survey, Abstract No. 916, City of Farmers Branch, Dallas County, Texas and being part of a tract of land described in Substitute Trustee's Deed to 2M Holdings LP recorded in Instrument No. 201100012048 of the Official Public Records of Dallas County, Texas; and part of a tract of land described in General Warranty Deed to TCI Manhattan 2 LLC recorded in Instrument No. 200900073145 of the said Official Public Records, corrected by Instrument No. 201200271768 of said Official Public Records; and being more particularly described as follows:

COMMENCING at the intersection of the west right-of-way line of Mathis Street (a 64-foot right-of-way) and the north right-of-way line of Crown Road (a 64-foot right-of-way);

THENCE with said north right-of-way of Crown Road, South $89^{\circ}33'41''$ West, a distance of 319.04 feet to a point for corner;

THENCE departing said north right-of-way of Crown Road, the following courses and distances:

North $45^{\circ}26'02''$ West, a distance of 14.14 feet to a point for corner;

North $0^{\circ}26'19''$ West, a distance of 223.40 feet to a point at the beginning of a tangent curve to the left having a central angle of $14^{\circ}27'54''$, a radius of 520.00 feet, a chord bearing and distance of North $7^{\circ}40'16''$ West, 130.93 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 131.28 feet to the **POINT OF BEGINNING**; and being the beginning of a curve to the left having a central angle of $65^{\circ}04'08''$, a radius of 520.00 feet, a chord bearing and distance of North $47^{\circ}26'17''$ West, 559.32 feet;

THENCE in a northwesterly direction, with said curve to the left, an arc distance of 590.55 feet to a point for corner;

THENCE North $10^{\circ}01'39''$ East, a distance of 699.79 feet to a point for corner;

THENCE North $89^{\circ}11'53''$ East, a distance of 341.21 feet to a point at the beginning of a tangent curve to the right having a central angle of $90^{\circ}11'03''$, a radius of 325.00 feet, a chord bearing and distance of South $45^{\circ}42'35''$ East, 460.36 feet;

THENCE in a southeasterly direction, with said curve to the right, an arc distance of 511.55 feet to a point for corner;

THENCE South $0^{\circ}37'04''$ East, a distance of 631.26 feet to a point for corner in the north terminus of Mathis Street;

THENCE with said north terminus of Mathis Street, South $71^{\circ}36'05''$ West, a distance of 35.01 feet to a point in said west right-of-way line of Mathis Street and being the beginning of a non-tangent curve to the right having a central angle of $4^{\circ}48'33''$, a radius of 618.00 feet, a chord bearing and distance of South $15^{\circ}59'39''$ East, 51.86 feet;

THENCE in a southeasterly direction, with said west right-of-way line of Mathis Street and with said curve to the right, an arc distance of 51.87 feet to a point for corner;

THENCE departing said west right-of-way line of Mathis Street, the following courses and distances:

South $89^{\circ}22'56''$ West, a distance of 191.42 feet to a point at the beginning of a non-tangent curve to the right having a central angle of $76^{\circ}19'32''$, a radius of 38.00 feet, a chord bearing and distance of South $51^{\circ}13'10''$ West, 46.96 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 50.62 feet to a point for corner;

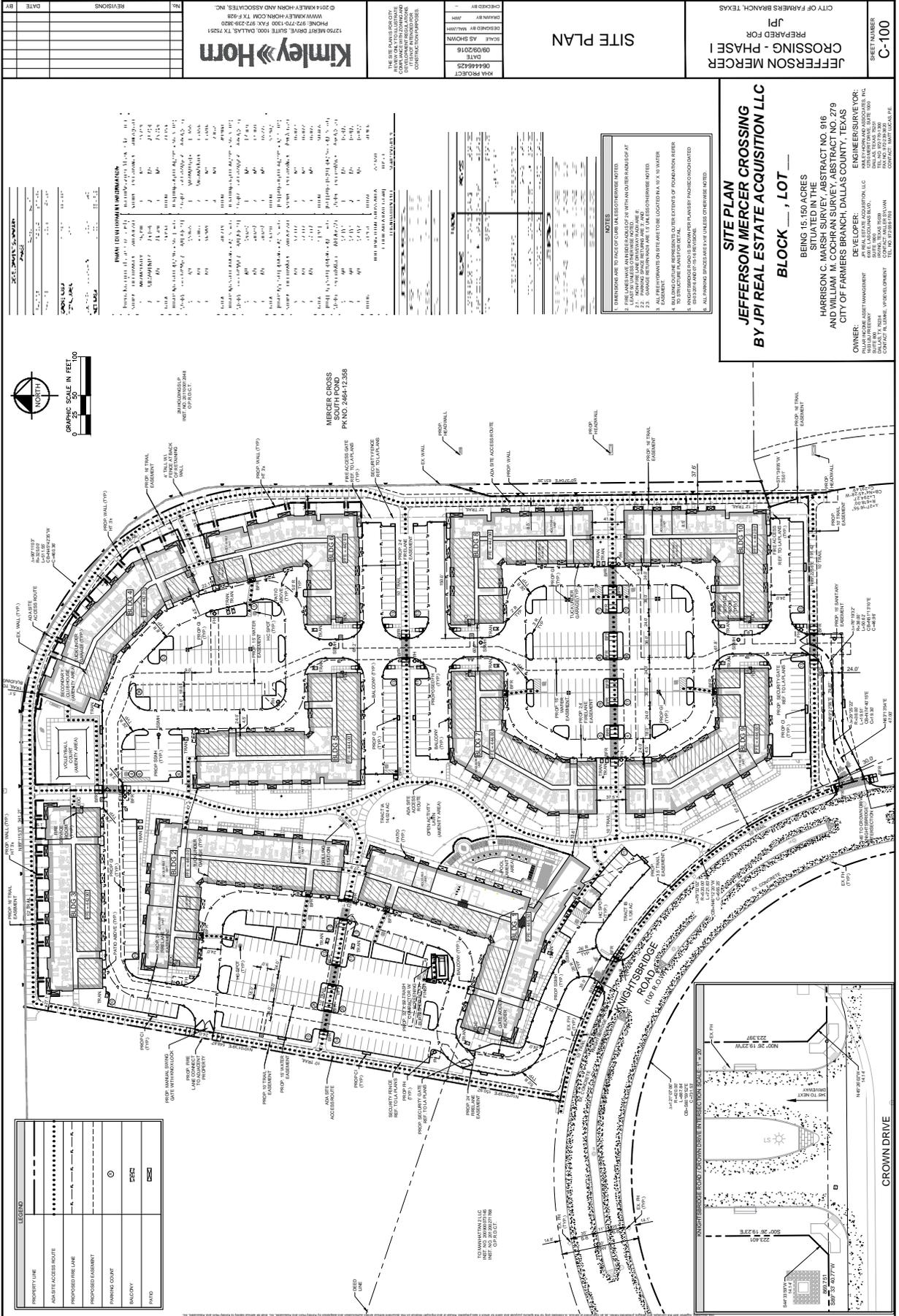
South $89^{\circ}22'56''$ West, a distance of 79.87 feet to a point at the beginning of a tangent curve to the left having a central angle of $29^{\circ}25'22''$, a radius of 38.00 feet, a chord bearing and distance of South $74^{\circ}40'15''$ West, 19.30 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 19.51 feet to a point for corner;

South $63^{\circ}13'54''$ West, a distance of 47.00 feet to the **POINT OF BEGINNING** and containing 15.150 acres or 659,933 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Resolution No. 2016-090 Exhibit "B" – Detailed Site Plan



NO.	REVISIONS	DATE	BY

Kimley-Horn
12700 MERCEY DRIVE, SUITE 1000, DALLAS, TX 75244
© 2014 KIMLEY-HORN AND ASSOCIATES, INC.
WWW.KIMLEY-HORN.COM FAX 972.383.3820
PHONE 972.710.1300

SITE PLAN

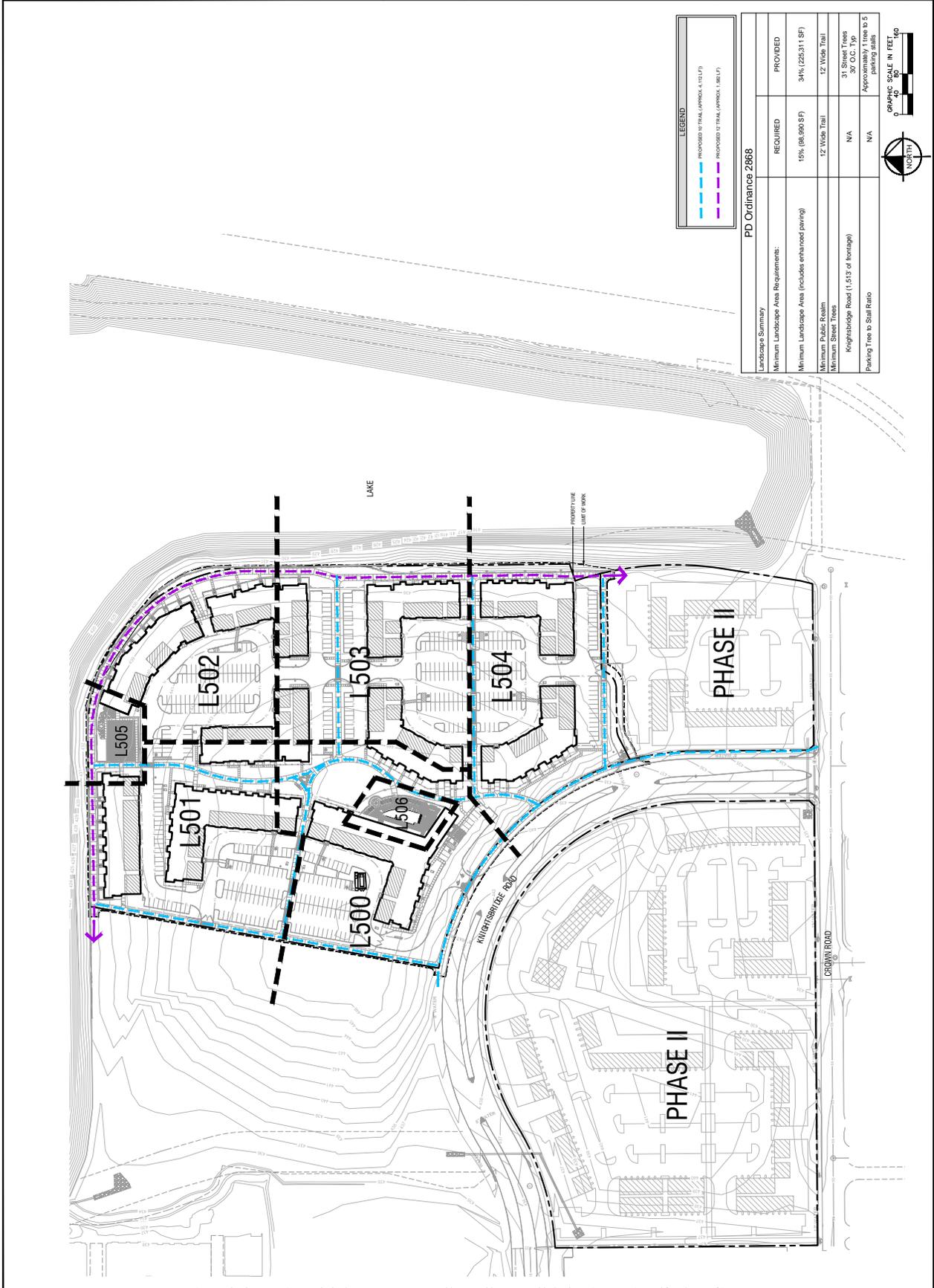
PROJECT NO.	09444425
DATE	09/08/2016
SCALE	AS SHOWN
DESIGNED BY	JM
CHECKED BY	

JEFFERSON MERCER CROSSING - PHASE I
PREPARED FOR
JPI
CITY OF FARMERS BRANCH, TEXAS

ROOM	AREA (SQ. FT.)	TYPE	FINISHES	NOTES
101	1,200	OFFICE		
102	1,500	OFFICE		
103	1,800	OFFICE		
104	2,100	OFFICE		
105	2,400	OFFICE		
106	2,700	OFFICE		
107	3,000	OFFICE		
108	3,300	OFFICE		
109	3,600	OFFICE		
110	3,900	OFFICE		
111	4,200	OFFICE		
112	4,500	OFFICE		
113	4,800	OFFICE		
114	5,100	OFFICE		
115	5,400	OFFICE		
116	5,700	OFFICE		
117	6,000	OFFICE		
118	6,300	OFFICE		
119	6,600	OFFICE		
120	6,900	OFFICE		
121	7,200	OFFICE		
122	7,500	OFFICE		
123	7,800	OFFICE		
124	8,100	OFFICE		
125	8,400	OFFICE		
126	8,700	OFFICE		
127	9,000	OFFICE		
128	9,300	OFFICE		
129	9,600	OFFICE		
130	9,900	OFFICE		
131	10,200	OFFICE		
132	10,500	OFFICE		
133	10,800	OFFICE		
134	11,100	OFFICE		
135	11,400	OFFICE		
136	11,700	OFFICE		
137	12,000	OFFICE		
138	12,300	OFFICE		
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323	67,800	OFFICE		
324	68,100	OFFICE		
325	68,400	OFFICE		
326	68,700	OFFICE		
327	69,000	OFFICE		
328	69,300	OFFICE		
329	69,600	OFFICE		</

Resolution No. 2016-090 Exhibit "C" – Landscape Plan

JEFFERSON MERCER CROSSING - PHASE I PREPARED FOR JPI CITY OF FARMERS BRANCH, TEXAS	KEY MAP	© 2016 KIMLEY-HORN AND ASSOCIATES, INC. 12750 MERIT DRIVE, SUITE 1000, DALLAS, TX 75251 WWW.KIMLEY-HORN.COM TX 853 PHONE: 972-770-1300 FAX: 972-233-3830	CHECKED BY: [] DRAWN BY: [] SCALE: AS SHOWN AUGUST 16, 2016 DATE: 08446425 PWA PROJECT:	SHEET NUMBER L-001
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This drawing is the property of Kimley-Horn and Associates, Inc. and is not to be used for any other project without the written consent of Kimley-Horn and Associates, Inc. The information contained herein is for the use of the client only and is not to be used for any other purpose. Kimley-Horn and Associates, Inc. is not responsible for any errors or omissions in this drawing. The client is responsible for the accuracy of the information provided. This drawing is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc.

Resolution No. 2016-090
Exhibit "C" – Landscape Plan (cont.)



MERCER CROSSING MULTI-FAMILY CONCEPTUAL LANDSCAPE PLAN
Farmers Branch, TX

Kimley-Horn
September 2016



Resolution No. 2016-090 Exhibit "D" – Elevations



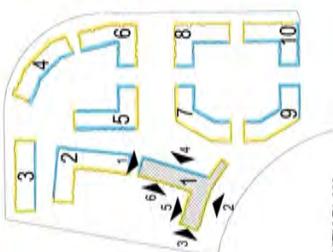
PROJECT NUMBER: 19054
J.P. FARMERS BRANCH, TEXAS
MERCER CROSSING I

BUILDING 1

Material	Block A	Block B	Block A	Block B	Sub	Area	Building
Masonry	80%	70%	75%	80%	70%	64%	100%
Stucco	15%	15%	15%	15%	25%	36%	15%
Paint	5%	10%	10%	10%	5%	6%	10%
Other	0%	0%	0%	0%	0%	0%	0%
TOTAL	100%						

NOTE: THIS TABLE SHOWS THE PERCENTAGE OF MATERIALS USED ON THE EXTERIOR OF THE BUILDING. IT DOES NOT INCLUDE MATERIALS USED ON THE INTERIOR OF THE BUILDING.
NO CHANGES ON THIS SHEET BETWEEN PROPERTIES
BUILDING 1 FINISHED FLOOR ELEVATION = 445.00'
NOT TO BE HOPE THAN AT FINISH GRADE

Design Guidelines:
75% Masonry / 25% Stucco
50% Masonry / 50% Stucco



5 NORTH B ELEVATION
SCALE: 1/8" = 1'-0"



3 WEST B ELEVATION
SCALE: 1/8" = 1'-0"



1 NORTH A ELEVATION
SCALE: 1/8" = 1'-0"

MATERIAL LEGEND

- SYNTHETIC STONE
- MAIN BRICK
- BASE TOWER
- BASE CORNER
- PAINT 1
- PAINT 2
- PAINT 3
- PAINT 4
- METAL COPING



6 WEST A ELEVATION
SCALE: 1/8" = 1'-0"



4 EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION AT KNIGHTSBRIDGE ROAD
SCALE: 1/8" = 1'-0"

PERMITS
NOT FOR CONSTRUCTION
This document is not to be used for construction without the approval of the architect or engineer.

BUILDING ELEVATIONS
1/8" = 1'-0"
Drawing No. A-410

Resolution No. 2016-090 Exhibit "D" – Elevations (cont.)



ARCHITECTURE DEMAREST
2301 WIRTH STREET, DALLAS, TX 75207
PH: 214.742.5200
WWW.ARCHITECTUREDEMAREST.COM

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Contract:

MERCER CROSSING I
PH
FARMERS BRANCH, TEXAS

PROJECT NUMBER: 15054

Revision: 00000000

CITY COMMENT RESPONSE	2016.03.31
CITY COMMENTS RESPONSE	2016.03.31
DATE SUBMITTED	2016.03.31
DATE ISSUED	2016.03.31

Permit Seal

**PRELIMINARY
NOT FOR CONSTRUCTION**
Not for permits, pricing or other
official purposes.
This document has been
compiled or checked and is for
general information or comment
only.

Title:

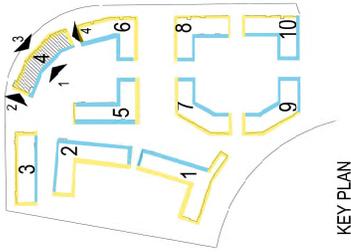
BUILDING 4 ELEVATIONS

Scale:

1/8" = 1'-0"

Sheet No.:

A-440



BUILDING 4			
Material	NE	NW	SE
Masonry	75%	50%	84%
Stucco	17%	25%	14%
Paint	100%	100%	100%
Other	0%	0%	0%

NOTE: ALL TYPED ROOMS PERMITTED.
ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED IN GREEN PANELS IS

Design Guidelines:
75% Masonry / 25% Stucco
50% Masonry / 50% Stucco

- SYNTHETIC STONE
BASE TOWERS
CORNER BOY
- THIN BRICK
BASE TOWERS
CORNER BOY
- PAINT 1: LIGHT GREY
WALLS
COLOR: SW 7017 PURE
MAIN STUCCO
- PAINT 2: LIGHT GREY
WALLS
COLOR: SW 7017 PURE
ACCENT STUCCO SIDING,
GARAGE DOORS
- PAINT 3: DARK GREY
WALLS
COLOR: SW 7017 PURE
BALCONY FASCIA,
TRIM, FASCIA ON TOWERS,
RAILINGS, DOORS
- PAINT 4: BROWN
WALLS
COLOR: SW 7017 PURE
ACCENT COLOR FOR
INSISTS AT ENCLOSED
RAILINGS
- METAL COPING
SERIES
COLOR: ALUMINUM
COPING AT TERRACES

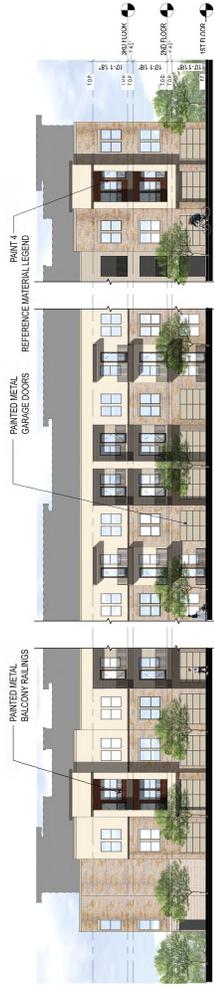
MATERIAL LEGEND



3 NORTH EAST ELEVATION
SCALE: 1/8" = 1'-0"



4 SOUTH EAST ELEVATION
SCALE: 1/8" = 1'-0"



1 NORTHWEST ELEVATION
SCALE: 1/8" = 1'-0"



2 SOUTHWEST ELEVATION
SCALE: 1/8" = 1'-0"

Resolution No. 2016-090 Exhibit "D" – Elevations (cont.)



ARCHITECTURE DEMAREST
2300 Valdes Street, Dallas, TX 75207
Tel: 214.748.6655
Fax: 214.748.5500
www.archdemarest.com

Project: Mercer Crossing I
Client: JPI
Farmers Branch, Texas
Project Number: 1504

Revision: 00000000

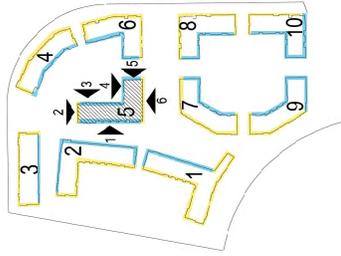
City Comments Response: 2016.08.25
City Comments Response: 2016.08.21
Site Plan Approval: 2016.08.16
Issued: 00000000

Permit Seal: 00000000

PRELIMINARY
Not for construction
This document has not been
approved for construction or
general information or contract
only.

Title: _____
Scale: 1/16" = 1'-0"
Drawing No. **A-450**

Building 5 Elevations
Revision: _____
Drawing No. _____



Material	North A		North D		West		East A		East B		Building Total
	8%	19%	18%	78%	59%	78%	97%	54%	61%	61%	
Masonry	8%	19%	18%	78%	59%	78%	97%	54%	61%	61%	85%
Stucco	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	15%
Other	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total	8%	19%	18%	78%	59%	78%	97%	54%	61%	61%	100%

NOTE: P.I. AT TOP EDGE BEHIND PARAPET
AC CONDENSERS ON ROOF CENTERED BETWEEN PARAPETS

Design Guidelines:
■ 75% Masonry / 25% Stucco
■ 50% Masonry / 50% Stucco

- PAINT 1**
MANUFACTURER: SHERWIN
MANUFACTURER: AHE
COLOR: SW 1107 MOBE
IMM STUCCO
BASE TOWERS,
BASE CORNERS
- PAINT 2**
MANUFACTURER: SHERWIN
MANUFACTURER: SHERWIN
COLOR: SW 1026 BLANDE
ACCENT STUCCO, SIDING,
GARAGE DOORS
- PAINT 3**
MANUFACTURER: SHERWIN
MANUFACTURER: SHERWIN
COLOR: SW 1416 BRNZE
CANYONS, STUCCO FOAM
INSETS AT ENCLOSED
BALCONY DOORS
- PAINT 4**
MANUFACTURER: SHERWIN
MANUFACTURER: SHERWIN
COLOR: SW 2003 BUCKWOOD
TERRAZZO
CANYONS, STUCCO FOAM
INSETS AT ENCLOSED
BALCONIES
- METAL COPING**
MANUFACTURER: BERKODE
COLOR: FLUORO
COPING AT PARAPETS

MATERIAL LEGEND



6 SOUTH A ELEVATION
SCALE: 1/16" = 1'-0"



5 EAST A ELEVATION
SCALE: 1/16" = 1'-0"



4 NORTH A ELEVATION
SCALE: 1/16" = 1'-0"



3 EAST B ELEVATION
SCALE: 1/16" = 1'-0"



2 NORTH B ELEVATION
SCALE: 1/16" = 1'-0"



1 WEST ELEVATION
SCALE: 1/16" = 1'-0"



KNIGHTSBRIDGE ROAD

CLUB

PHASE I

CLUB

PHASE II

Site Photographs





City of Farmers Branch

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

Staff Report

File Number: ORD-3390

Agenda Date: 10/3/2016

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. 3390 amending Planned Development No. 88 (PD-88) by rezoning an approximate 8.795-acre site from "Commerce" subdistrict to "Mid-Density Residential" subdistrict and establishing a Conceptual Site Plan for a new multi-family residential community; and take appropriate action. (*This is a continued Public Hearing from the September 20, 2016 City Council meeting.*)

BACKGROUND:

The "Medium Density Residential" subdistrict within Planned Development 88 (PD-88) zoning district was created in 2012 for the development of Mercer Crossing Apartments, a new mid-density multifamily community along Luna Road, just south of Farmers Branch Creek and LBJ Freeway. This zoning request will represent the next phase (Phase 3) of that development and is located immediately east of the recently completed Mercer Crossing Apartments.

DISCUSSION:

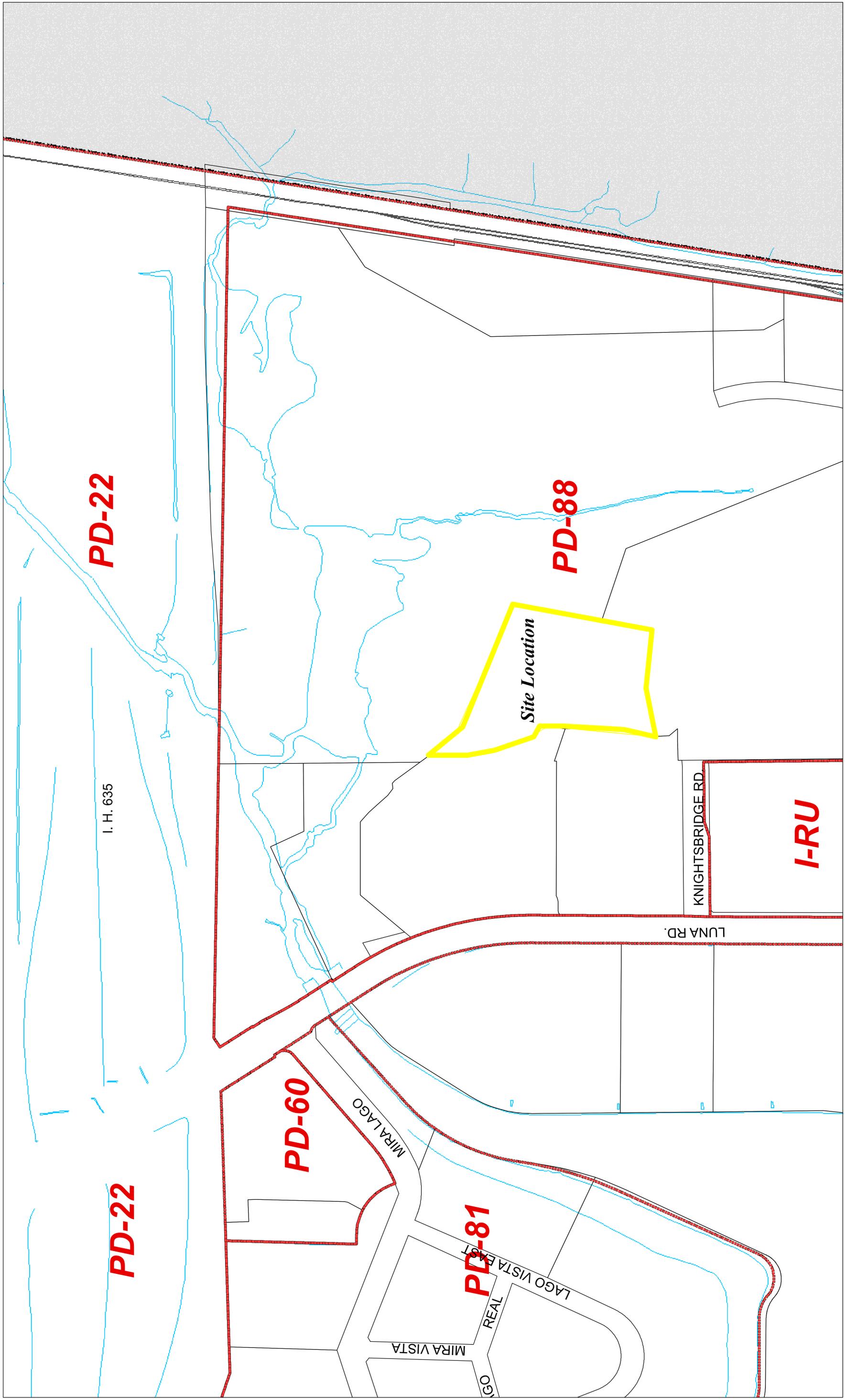
The applicant Provident Realty Advisors has proposed to develop a new mid-density multi-family community that will include 3 and 4 stories high buildings and approximately 260 dwelling units. This site is located along future Knightsbridge Road within Planned Development No. 88 (PD-88).

RECOMMENDATION:

On August 22, the Planning and Zoning Commission voted to recommend approval of this zoning amendment as described in the Ordinance No. 3390.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Ordinance No. 3390
5. Market Study
6. Site Photographs
7. Letter Request - Continue Public Hearing October 3rd



Zoning District Boundary
City Limit



16-ZA-03 - Location Map Knightsbridge Rd. & Luna Rd.

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



Feet
NORTH
Date: 8/12/2016



I. H. 635



Site Location



16-ZA-03 - Aerial Map Knightsbridge Rd. & Luna Rd.



0 370 740 Feet NORTH

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.

Date: 5/5/2016



Information MEMORANDUM

TO: Mayor and City Council
FROM: Charles Cox
City Manager
DATE: September 15th, 2016
SUBJECT: Proposed Ordinance 3390 to approve the amendment of the Planned Development District No 88 (PD-88)

Summary

Site design: *4 multifamily buildings - 3 and 4 stories in height, 1 amenity center - 1 story high*

Units: *approximately 260 dwelling units (DU)*

Masonry: *minimum 75% brick*

Parking: *416 parking spaces, combination of "tuck-under" garages and surface parking lots, 1.6 ps/DU*

Landscape: *26% of the property will be used as a linear park and landscaped open space, new trails and a boardwalk along the new lake shore*

Existing Conditions

The "Mid-Density Residential" subdistrict within Planned Development 88 (PD-88) zoning district, commonly known as Mercer Crossing Code, was created in 2012 for the development of Mercer Crossing Apartments, a new mid-density multifamily community along Luna Road, just south of Farmers Branch Creek and LBJ Freeway. This zoning request will represent the next phase of that development and is located immediately east of the recently completed Mercer Crossing Apartments.

The site is located approximately 600 feet east of Luna Road and 1,000 feet south of LBJ Freeway. The site will be accessible only by the future eastward expansion of Knightsbridge Road.

The site is bordered to the west by Mercer Crossing Apartments community and to the east by the future multifamily community to be developed by JPI Real Estate Acquisition. To the north of the site is the newly created retention lake. The plat for this new lake was approved in August 2016.

This site is currently located within the “Commerce” subdistrict of PD-88 which does not allow the multifamily use. Both tracts east and west of the proposed site are already zoned “Mid-Density Residential” subdistrict. (See Location Map)

Conceptual Site Design

The applicant, Provident Realty Advisors, is proposing to develop a mid-density residential community containing approximately 260 dwelling units. This community will consist primarily of one and two bedroom units. The dwelling units will be averaging in size from 700 sf to 1,400 sf. The proposed density for this development is 30 dwelling units per acre which falls within the standards established by the Mid-Density Subdistrict. (See Conceptual Site Plan)

The proposed site plan was designed to complement the existing communities on both sides. Special design considerations were made to take advantage of the two major amenities: the new lake on the side of the property and a proposed linear park on the western side of the property. The entire site is bordered on all sides by trails, and connects with the surrounding multifamily developments. There are no proposed fences around this development, thus a continuous walkable community is created south of the new lake.

This new community will include an amenity center (approximately 5,200 sf) located along Knightsbridge Road. The center will include a leasing office and clubhouse with a community pool and outdoor area orientated towards the linear park. (See Colorized Landscape Plan)

The estimated cost for the proposed development is approximately \$36 million.

Elevations

All elevations will comply with the 75% masonry requirement, with accents of cementitious siding and metal panels. The buildings will have pitched shingle roofs. All units will contain an outdoor patio or balcony.

The three buildings on the south side will be 3 stories high and the building along the lake will be 4 stories in height. This building will have an elevator for access to the upper levels. (See Renderings)

Parking

The proposed community will be served by 416 on-site parking spaces with a combination of “tuck-under” garages (96 parking spaces) and surface parking lots (317 parking spaces). All buildings will have “tuck-under” garages that will be connected into a common semi-open hallway system. The surface parking lots are grouped within small (open) courtyards behind the buildings. 78 parking spaces will be covered with carports. In order to create a walkable community, the applicant included a generous system of pedestrian and shared trails and landscaped open spaces throughout the surface parking system. (See Conceptual Site Plan)

Landscaping and Open Space

To create an inviting outdoor environment throughout the proposed residential community, the applicant has proposed an inclusive Conceptual Landscape Plan that connects into the wider trail and open spaces network throughout the surrounding multifamily developments along Knightsbridge Road and the new lake. This Conceptual Landscape Plan includes a north-south linear park that ties in all three phases of Mercer Crossing Apartment development, trails and adequate pedestrian access to the new lake. For example, a 12-foot wide boardwalk trail is proposed along the lake shore, a 10-foot wide trail along Knightsbridge Rd and three east-west trails to connect to the adjacent sites. The applicant has worked an agreement with the developer to the east side, JPI Real Estate Acquisition for the construction of the trail along the western property line that is going to be a public trail shared by both future communities.

The proposed Conceptual Site Plan contains approximately 26% landscaped open space. A dense cluster/canopy of trees will be planted along Knightsbridge Road, the internal trails, all pedestrian walkways, and in the parking lots. The applicant is proposing a tree ratio of 1 tree for every 5 parking spaces for the parking areas. (See Conceptual Landscape Plan)

Comprehensive Plan

The 2003 West Side Plan, the Comprehensive Plan for the western portion of the City, designated this area as a future Employment District and Open Space. In the 2003 Plan, residential development was limited to the north side of Colinas Crossing Lake (PD-81). In addition, the West Side Plan specified that no more than 5,000 additional dwelling units should be permitted west of Stemmons Freeway (US 35East).

Currently there are 1,310 existing units in multifamily communities and another approximate 5,958 units in multifamily developments entitled or under construction on the West Side, for a total of 7,268 units. Therefore, the city exceeds the Comprehensive Plan’s threshold for multifamily units in this area of the city.

Market Study

The applicant submitted a Depth of Demand Analysis completed by the Meyers Research Company. In their analysis of this area and the specific location of this site, the research projected that the average absorption of 372 units a year. The study concluded:

- Farmers Branch apartment market is growing strongly tied to the Metroplex's strong job growth,
- Farmers Branch apartment market will absorb an average of 890 units per year and occupancy will remain strong, in anticipation of four years of solid job growth (2.8% per year).

Thoroughfare Plan

Knightsbridge Road is currently a four lane divided boulevard. This road is proposed to be extended to connect with Crown Road. The City recently approved the plat and civil plans for the new configuration of Knightsbridge Road, the land owner will start the construction of the roadway soon.

The City of Farmers Branch recently conducted a Traffic Impact Analysis for Luna Road between LBJ Freeway and Royal Lane, to assess the impact of the upcoming developments in this area of the city. The analysis identified the intersection of Luna Road and Knightsbridge Road as a needed location for a new traffic signal that will ease traffic fluency on this tract of this major thoroughfare. Provident Realty Advisors has agreed to participate in the cost associated with the installment of this new traffic signal.

Public Response:

Five (5) zoning notification letters were mailed to the surrounding property owners on August 12th, 2016. Two zoning notification signs were also placed on the site on the same day. A public notice was placed in Dallas Moring News on August 27th. As of September 1th, no letters of opposition have been received.

Possible Council Action:

1. I move to adopt Ordinance No. 3390.
2. I move to adopt Ordinance No. 3390 with the following modification(s)...
3. I move to table the item or take no action.



ORDINANCE NO. 3390

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF FARMERS BRANCH, TEXAS, AS HERETOFORE AMENDED, BY CHANGING THE DESIGNATION OF AN 8.795± ACRE TRACT OF LAND OUT OF THE HARRISON C. MARSH SURVEY, ABST. NO. 916, CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, DESCRIBED IN EXHIBIT “A,” HERETO, AND LOCATED WITHIN PD-88 (MERCER CROSSING CODE) FROM “COMMERCE DISTRICT” TO “MID-DENSITY RESIDENTIAL”; ADOPTING A CONCEPTUAL SITE PLAN, CONCEPTUAL LANDSCAPE PLAN; AND BUILDING ELEVATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. The Comprehensive Zoning Ordinance and Zoning Map of the City of Farmers Branch, Texas, is hereby amended by amending Planned Development No. 88 (PD-88) Mercer Crossing Code (“the Mercer Crossing Code”), as previously amended, as follows:

- A. The property described in Exhibit “A,” attached hereto and incorporated herein by reference, (“the Property”) shall be used and developed in accordance with the use and development regulations for “Mid-Density Residential” as set forth in Planned Development No. 88 (PD 88 -Mercer Crossing Code).
- B. The Property shall be used and developed in accordance with the Conceptual Site Plan, Conceptual Landscape Plan, and Building Elevations attached hereto as Exhibits “B,” “C,” and “D,” respectively, and incorporated herein by reference.
- C. The Regulating Plan shall be amended as set forth in Exhibit “E,” attached hereto and incorporated herein by reference.

SECTION 2. 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 3. 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 4. 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 5. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Farmers Branch, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:9/1216:79017)

Ordinance No. 3390
Exhibit "A"
Description of Property

DESCRIPTION, of an 8.795 acre tract of land situated in the Harrison C. Marsh Survey, Abstract No. 916 Dallas County, Texas; said tract being part of that certain tract of land described in Substitute Trustee's Deed to 2M Holdings, LP recorded in Instrument No. 201100012048 of the Official Public Records of Dallas County, Texas and part of that certain tract of land described in General Warranty Deed to TCI Manhattan 2, LLC recorded in Instrument No. 200900073145 of said Official Public Records; said 8.795 acre tract being more particularly described as follows:

COMMENCING, at the northeast corner of Knightsbridge Road (a 100-foot right-of-way) as described in Street Deed recorded in Volume 83213, Page 599 of the Deed Records Dallas County, Texas; said point being the southernmost southeast corner Lot 2R, Block A, Mercer Crossing South, an addition to the City of Farmers Branch, Texas according to the plat recorded in Instrument No. 201500167623 of said Official Public Records;

THENCE, in a northerly and easterly direction, along an east line and a south line of said Lot 2, the following four (4) calls:

North 00 degrees, 33 minutes, 36 seconds West, a distance of 14.27 feet to a point;

North 88 degrees, 23 minutes, 52 seconds East, 70.29 feet to a point at the beginning of a tangent curve to the right;

Along said curve to the right, having a central angle of 1 degree, 06 minutes, 48 seconds, a radius of 2,064.50 feet, a chord bearing and distance of North 88 degrees, 57 minutes, 16 seconds East, 40.12 feet, an arc distance of 40.12 feet, to a point at the end of said curve;

North 89 degrees, 30 minutes, 40 seconds East, a distance of 7.40 feet to the most easterly southeast corner of said Lot 2;

THENCE, North 39 degrees, 47 minutes, 45 seconds West, with the east line of said Lot 2, a distance of 8.08 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for the POINT OF BEGINNING; said point being at the intersection of the said east line of Lot 2 and the proposed northerly right-of-way line of Knightsbridge Road (a proposed 100-foot right-of-way);

THENCE, departing the said proposed northerly line of Knightsbridge Road and along the said east line of Lot 2R and Lot 1, Block A, of Trinity South Addition, an addition to the City of Farmers Branch, Texas according to the plat recorded in Instrument No. 201300194446 of said Official Public Records, the following eighteen (18) calls:

North 39 degrees, 47 minutes, 45 seconds West, a distance of 32.72 feet to a point for corner;

North 02 degrees, 51 minutes, 59 seconds West, a distance of 62.29 feet to a point for an angle point;

North 13 degrees, 43 minutes, 06 seconds East, a distance of 127.48 feet to a point for an angle point;

North 00 degrees, 22 minutes, 33 seconds West, at a distance of 200.52 feet passing a 1/2-inch iron rod with "PACHECO KOCH" cap set at the southwest corner of said 2M Holdings tract, the northeast corner of said Lot 2R, Block A, the northwest corner of said TCI Manhattan 2 tract, and the southeast corner of said Lot 1, Block A, then continuing in all a total distance of 203.94 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point;

North 07 degrees, 45 minutes, 36 seconds East, a distance of 96.86 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner;

North 77 degrees, 51 minutes, 34 seconds West, a distance of 17.54 feet to a point for an angle point;

North 49 degrees, 17 minutes, 24 seconds West, a distance of 25.26 feet to a point for an angle point;

North 33 degrees, 02 minutes, 34 seconds West, a distance of 20.74 feet to a point for an angle point;

North 27 degrees, 32 minutes, 37 seconds West, a distance of 21.45 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point;

North 24 degrees, 34 minutes, 57 seconds West, a distance of 26.23 feet to a point for an angle point;

North 19 degrees, 36 minutes, 51 seconds West, a distance of 43.90 feet to a point for an angle point;

North 16 degrees, 34 minutes, 56 seconds West, a distance of 26.03 feet to a point for an angle point;

North 14 degrees, 57 minutes, 31 seconds West, a distance of 36.56 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point;

North 13 degrees, 47 minutes, 42 seconds West, a distance of 21.39 feet to a point for an angle point;

North 09 degrees, 40 minutes, 46 seconds West, a distance of 39.71 feet to a point for an angle point;

North 04 degrees, 49 minutes, 05 seconds West, a distance of 16.08 feet to a point for an angle point;

North 01 degree, 23 minutes, 36 seconds West, a distance of 36.86 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point;

North 03 degrees, 42 minutes, 12 seconds East, a distance of 104.85 feet to 1/2-inch iron rod with "PACHECO KOCH" cap set for corner; said point being a northeast corner of said Lot 1;

THENCE, into and across said 2M Holdings tract and said TCI Manhattan 2 tract, the following four (4) calls:

South 36 degrees, 15 minutes, 50 seconds East, a distance of 7.30 feet to a point at the beginning of a tangent curve to the left;

Along said curve to the left, having a central angle of 54 degrees, 32 minutes, 17 seconds, a radius of 280.00 feet, a chord bearing and distance of South 63 degrees, 31 minutes, 59 seconds East, 256.57 feet, an arc distance of 266.52 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the end of said curve;

North 89 degrees, 11 minutes, 53 seconds West, a distance of 419.38 feet to a mag nail with "PACHECO KOCH" washer set for corner;

South 10 degrees, 01 minutes, 39 seconds West, at a distance of 549.07 feet passing a south line of said 2M Holdings Tract and a north line of TCI Manhattan 2 tract, then continuing in all a total distance of 699.98 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner in a non-tangent curve to the left; said point being in the said proposed north line of Knightsbridge Road;

THENCE, in a southwesterly direction, along said curve the left and the said proposed north line of Knightsbridge Road, having a central angle of 41 degrees, 35 minutes, 05 seconds, a radius of 520.00 feet, a chord bearing and distance of South 79 degrees, 14 minutes, 07 seconds West, 369.18 feet, an arc distance of 377.41 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the beginning of a reverse curve to the right;

THENCE, in a southwesterly direction, along said curve to the right and continuing along the said proposed north line of Knightsbridge Road, having a central angle of 12 degrees, 01 minute, 37 seconds, a radius of 420.00 feet, a chord bearing and distance of South 64 degrees, 27 minutes, 23 seconds West, 88.00 feet, an arc distance of 88.16 feet to the POINT OF BEGINNING;

Ordinance No. 3390
Exhibit "D"
Building Elevations



JHP

Mercer Crossing Phase 3
Farmers Branch, Texas



PROVIDENT REALTY ADVISORS

Lake Side View

05.24.2016 2016033.00 22
Copyright © JHP 2016
Michael J. Hines, Owner of Commercial, Michael J. Hines
Registered Architect of State of Texas, Registration No. 11958

**Ordinance No. 3390
Exhibit "D"
Building Elevations (cont.)**



JHP

Mercer Crossing Phase 3
Farmers Branch, Texas



PROVIDENT REALTY ADVISORS

Street View

05.24.2016 2016033.00 22
Copyright © JHP 2016. All Rights Reserved. Owner: City of Farmers Branch, Texas
Registered Architect of State of Texas, Registration No. 11958



DEPTH OF DEMAND ANALYSIS

West Farmers Branch, Texas

Supply and Demand – Farmers Branch

The table below illustrates historical and forecast absorption and completions for the Farmers Branch apartment market. The market's inventory has grown by 1.5x the base multifamily inventory reported in 2007. Historically, occupancy has been strongly correlated to the metro's job growth. The metro is expected to experience strong job growth throughout the forecast period. Meyers' interviews with the most recent lease-up properties in the city indicate that new properties are absorbing an average of 31 units per month.

Year	Employment Growth	Total Stock	Occupancy Rate	Occupied Stock	Completions	Net Absorption	Avg. Employment Growth	Average Completions	Average Absorption	Difference (Absorption less Completions)
2007	2.7%	2,928	93.0%	2,723	555	n.a.	2.7%	555	n.a.	n.a.
2008	-1.2%	3,295	91.2%	3,005	367	282	-2.4%	184	68	(115)
2009	-3.7%	3,295	86.8%	2,860	0	(145)				
2010	2.1%	3,295	90.1%	2,968	0	108				
2011	2.0%	3,295	91.5%	3,016	0	48				
2012	2.9%	3,625	94.3%	3,419	330	403	3.0%	194	228	34
2013	3.6%	3,625	95.4%	3,457	0	38				
2014	4.3%	4,205	93.5%	3,931	580	474				
2015	3.2%	4,461	94.8%	4,231	256	299				
2016	2.9%	5,069	95.9%	4,859	608	629				
2017	2.7%	5,759	96.5%	5,557	690	697	2.8%	980	890	(89)
2018	3.0%	7,293	94.0%	6,859	1,534	1,302				
2019	2.4%	8,379	93.0%	7,791	1,086	932				

Going forward, the average annual pace of new completions is expected to exceed historical standards averaging 980 units per year. The majority of the identified pipeline is in two distinct areas: East Farmers Branch and West Farmers Branch. The highest rents are being achieved within the West Farmers Branch neighborhood as of December 2015.

Absorption is expected to be consistent with pipeline deliveries in the early years of the forecast and taper off as job growth in the metro moderates (2.4% in 2019 and expected to be 1.7% in 2020, according to Economy.com). **During the forecast period, absorption is expected to average 890 units per year.**

Absorption Pace of New Units is Strong

The table illustrates absorption data for four properties located in the city of Farmers Branch. These properties are the most recent to be delivered in the area and total 1,166 units.

Property Name	# Units	Date Leasing Began	Stabilized Date (or current)	Occupancy at Stabilization (or current)	Months to Stabilization (or current)	Absorption/ Mo.
Mustang Station	256	Mar-15	Dec-15	68%	9	19
Mercer Crossing I	299	Feb-15	Dec-15	82%	10	24
Lincoln Water's Edge	281	Apr-14	Sep-14	96%	5	54
Elan City Centre	330	Jun-13	Jul-14	90%	11	27
Avg.					9	31
Stabilized					8	40

Overall, the average absorption per month in the sample is 31 units per month. The stabilized properties reported absorption of 40 units per month with lease-up periods spanning 8 months.

This absorption of new units is strong compared to other submarkets in the Dallas-Fort Worth area where a general rule of thumb is 22 to 25 units absorbed per month.

Supply and Demand Conclusions

Metro Economy is Growing

Year-over-year job growth (November 2015) in the Dallas-Plano-Irving, TX MDA is in line with current forecasts for the creation of 89,100 jobs by year-end 2015. The MDA is noted as one of the fastest growing in the nation as measured by total population and households. The economy is growing in all super sectors especially high paying jobs in the professional and business services and financial activities sectors. Farmers Branch is conveniently located near major transportation arteries leading to strong job centers in North Dallas, Far North Dallas/Plano, and Las Colinas. Employment opportunities in Farmers Branch are expanding with the addition of Mercer Business Park in West Farmers Branch.

Farmers Branch's Apartment Market is Growing and Strongly Tied to Metro's Job Growth

The Farmers Branch apartment market has grown its base of unit inventory by 1.5x from 2007 to present. The market's performance has been closely tied to the metro's economy which has been outperforming the nation since 2010. Properties that have opened and leased up over the past two and a half years have moved in new residents at an average rate of 31 units per month which is considered extremely robust by industry leasing standards. From 2010 to 2015, the apartment market absorbed 1,371 units, while delivering a total of 1,166 units resulting in a market penetration rate of 1.2. During the same time period, job growth averaged 3.0% per year. Rent growth has been strong averaging 4.7% per year since 2007 and over 6% per year in 2015.

Farmers Branch's Multifamily Pipeline is Concentrated in Two Geographic Areas

Occupancy is reported in excess of 94%+ in all neighborhoods in Farmers Branch with the strongest rental rates being achieved in East Farmers Branch and West Farmers Branch where the newest inventory is located. Currently, the East Farmers Branch area contains the largest inventory of multifamily units followed by West Farmers Branch. Over the next few years, the new deliveries will shift the bulk of the new offerings in favor of West Farmers Branch where several large newly developed mixed-use projects are under construction or planned.

Farmers Branch will Absorb Units and Occupancy will Remain Strong

In anticipation of four years of solid job growth (2.8% per year per Economy.com), Meyers expects the Farmers Branch apartment market to add an average of 980 units per year with occupancy averaging 94.8%. Absorption will average 890 units per year. Rent growth will moderate to 2.8% per year as the new units are added. This rent growth forecast is lower than recent performance, but is expected as the pipeline competes with other popular apartment submarkets to attract new residents.

Site Photographs





PROVIDENT REALTY ADVISORS

September 16, 2016

Ms. Andreea Udrea
Planner II
City of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, TX 75234

RE: City Council Meeting for 16-ZA-03
Conduct a public hearing and consider adopting Ordinance No. 3390 amending Planned Development No. 88 (PD-88) by rezoning an approximate 8.795-acre site from "Commerce" subdistrict to "Mid-Density" subdistrict and establishing a Conceptual Site Plan for a new multi-family residential community; and take appropriate action.

Dear Andreea,

I'm writing to request that the above referenced case be moved to the October 3rd City Council meeting.

Thank you for all of your assistance on this case.

My Best Regards,

Matt Harris
Vice President
Provident Realty Advisors



City of Farmers Branch

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

Staff Report

File Number: 16-243

Agenda Date: 10/3/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Report

Agenda Number: I.1

**Informational video presentation regarding Carrollton-Farmers Branch
Independent School District's financial structure.**



City of Farmers Branch

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

Staff Report

File Number: R2016-085

Agenda Date: 10/3/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: I.2

Consider approving Resolution No. 2016-085 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of the property located at 12951 Epps Field; 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:

Applicant Todd Bonneau Homes is 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 \$41,070 and the estimated new improvement value is estimated to be at least \$450,000.

ATTACHMENTS:

1. Demo Rebuild Application 12951 Epps Field
2. Location Map 12951 Epps Field
3. Current Elevation 12951 Epps Field
4. Front Elevation of New Home 12951 Epps Field
5. Demo Rebuild PPT for 12951 Epps Field
6. Resolution for 12951 Epps Field

RECOMMENDATION:

Recommended motion by City Administration to approve Resolution No. 2016-085 authorizing execution of a Residential Demolition/Rebuild Program Incentive Agreement for the owner of property located at 12951 Epps Field

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution 2016-085

2. I move to approve Resolution 2016-085 with modifications.
3. I move to table the issue for further study or take no action.



FARMERS
BRANCH

Application Number D/R- _____

Date Received _____

CITY OF FARMERS BRANCH
RESIDENTIAL DEMOLITION/REBUILD
INCENTIVE PROGRAM

APPLICATION AND POLICY

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

Section A: Applicant Information

Applicant's Full Name _____

Todd Bonneau Nomes

Spouse or Co-Owner _____

Current Mailing Address _____

2815 Valley View Lane #112

City Farmers Branch State TX Zip Code 75234

Phone _____ Cell _____ Fax _____

E-mail ² _____

todd.bonneau@gmail.com

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

12951 Epps Field
Address of New Home (the structure to be demolished and to be replaced with new residence)³

Farmers Branch Tx 75237
City State Zip Code

\$450,000
Estimated Value of new structure (value of improvement only, not inclusive of land)

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

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

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

Allison.cook@farmersbranchtx.gov

Madison.clark@farmersbranchtx.gov

Section C: Incentive Selection

I am applying for the following incentive:

Residential Demolition/Rebuild Incentive Program (Check One):

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

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

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

Section D: Acknowledgements

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

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

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

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

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

Todd Borneau Homes, LLC
Printed Name of Applicant
Signature *Todd Borneau* Date 8-30-16

Printed Name of Co-Applicant
Signature _____ Date _____

Farmers Branch Residential Incentive Grant Program

Residential Demolition/Rebuild Incentive Program

Purpose. Chapter 380 of the Texas Local Government Code authorizes the City to provide incentives consisting of loans and grants of city funds, use of city personnel, facilities and services with or without charge, for the promotion of economic development. The availability of quality housing stock in the City of Farmers Branch encourages the relocation of businesses, attracts new businesses, and promotes expansion of existing businesses to and within the City, all of which in turn will stimulate growth, create jobs, and increase property and sales tax revenues. Subject to available funding and the conditions of this program, the City desires to provide economic development incentive grants pursuant to Chapter 380 of the Texas Local Government Code to encourage the redevelopment of existing one-family detached residential properties with the construction of new, higher value, one-family detached residential structures.

Eligible Applicants and Projects. This program is available to people who own and occupy a one family detached dwelling (a "residence") in the City who agree to demolish the existing residence and to construct a new residence at the same location. The eligible residence owner shall be required to enter into an agreement for the program prepared by and approved by the City Attorney. Additionally, a developer or builder may qualify for the program if the developer or builder owns a single-family residence in the City and agrees to demolish the residence and construct a new single family residence at the same location; provided, however, any incentive to be paid pursuant the program agreement will be paid to the first person that owns and occupies the new residence and not the developer or builder. The eligible developer or builder shall be required to enter into an agreement with the City for the program prepared by and approved by the City Attorney. In the case of a developer or builder, the program agreement will be assignable to the first owner occupant of the new residence within 24 months after completion of construction of the new residence, who will then be entitled to payment of the incentives. The incentive will no longer be available, if the owner or developer fails to sell and transfer the new residence to an owner/occupant within the twenty-four (24) month period.

The demolition of the existing residence and the construction of a new residence must be completed, and a certificate of occupancy or completion issued by the City for the new residence, not later than twenty-four (24) months after the effective date of the incentive agreement entered with the City following approval by the City of an eligible project for participation in the program. The program participants will be required to consent to periodic City inspections of the demolition of the existing residence and the construction of the new residence. Property owners who are delinquent in payment of property taxes or other fees due to the City are ineligible to participate in the program, and the program agreement will terminate if the property owner is delinquent in payment of property taxes or other fees due to the City.

The property owner must be approved as an eligible participant in the program and shall have entered into the program agreement with the City prior to any demolition work relating to the existing residence and prior to the construction of the new residence. A project is not eligible if work commences prior to approval of the project by the City Council.

There are two options with respect to the incentives which may be granted pursuant to the Program. The eligible participant must select which option the participant desires to pursue at the time of application. At no time may a property qualify for more than one incentive pursuant to the Program.

Program Option 1: With respect to the first option under the Program, the City will provide seven (7) annual consecutive economic development incentive grants. Each incentive shall be equal to one hundred percent (100%) of the difference between the City property taxes assessed and paid for the new improvement (excluding the land) for a given tax year and the City property taxes assessed and paid for the residential structure (prior to demolition) (excluding the land) for the tax year in which the structure was demolished (the "Base Year"). The seven (7) incentives will be paid on April 1 of the calendar year beginning with April 1 of the calendar immediately following the calendar year in which a certificate of occupancy or completion is issued by the City following completion of construction of the new residence.

In the event the participant is a builder or developer, the annual incentive will be paid to the first owner occupant of the new residence who acquires the new residence after the completion of construction of the new residence and not to the developer or builder provided the new residence is sold to the first owner occupant within twenty-four (24) months after completion of construction of the new residence. The annual incentive would be paid on April 1 of the calendar year beginning with April 1 of the calendar immediately following the calendar year in which the owner occupies the new residence pursuant to a certificate of occupancy or completion issued by the City for such owner occupant.

Each incentive shall be equal to one hundred percent (100%) of the difference between the City property taxes assessed and paid for the new improvements (excluding the land) for a given tax year and the City property taxes assessed and paid for the prior residential structure (excluding the land) for the Base Year (the tax year in which the structure was demolished). The incentive will be based on the increase in certified appraised value of the new residential improvements (excluding the land) above the certified appraised value for the residential structure, excluding the land, prior to the demolition for the Base Year as determined by the Dallas Central Appraisal District for each of the seven (7) consecutive tax years beginning January 1 of the calendar year immediately following the calendar year in which a certificate of occupancy or completion is issued by the City following completion of the new residence.

For illustration purposes only, assume that the assessed value for an existing residential improvement is \$200,000 for tax year 2014, and the project is approved by the City in 2014, and demolition commences in 2014. In this example, the Base Year is 2014 and the Base Year Assessed Value is \$200,000. Further assume that the project is completed, the City issues a certificate of completion or occupancy on May, 15, 2015, and that the certified assessed value for the new improvements for tax year 2016 (which will be the assessed value as of January 1, 2016 which will be the first year that the full value of the new improvements will be included in the certified appraised value from the Dallas Central Appraisal District) is \$300,000. The first incentive will be equal to 100% of the difference in City taxes paid for the new improvements for tax year 2016 less the City taxes paid for the improvements for the Base Year 2014, and would be paid to the applicant April 1, 2017.

The Program Option 1 incentive also includes a reimbursement for up to \$5000.00 of demonstrated out of pocket costs directly related to demolition of the original residence. Payment of the reimbursement shall not occur earlier than 30 days after commencement of construction of the new residence. If commencement of construction of the new residence does not occur within twelve (12) months after completion of demolition of the original residence, the City will have the option to terminate the incentive agreement and be under no obligation to pay any reimbursement of demolition costs. If the demolition cost reimbursement is paid and a certificate of completion or occupancy for the new residence is not issued within 24 months following the effective date of the incentive agreement, the City will have the option to terminate the agreement and seek reimbursement of the demolition cost reimbursement incentive.

Program Option 2: With respect to Program Option 2, the City will pay an incentive in an amount equal to ten (10) times the amount of increase in City property taxes for the property (not including the land) taxes between the Base Year and the first tax year following the first full calendar year following the date of completion of construction of the new residence on the land; provided, however, the incentive shall not exceed ten (10) times the estimated increase of the value of the new residence as determined by the value appearing on the building permit application submitted to the City relating to construction of the new residence. In determining the maximum amount of the incentive, (a) the determination of the Base Year is the same as for Program Option 1 and (b) the City's property tax rate for the year the new residence is completed shall be used.

At the option of the property owner, if the property owner has engaged a builder and obtained interim financing for construction of the new residence, the City will advance an amount of up to 50% of the estimated incentive after completion of construction of the new residence but prior to closing on the permanent financing in order to allow the property owner to pay the property owner's closing costs related to obtaining permanent financing on the new residence. The estimated advance payment will be based on the value of the new residence (not including the land) set forth in the building permit. The balance of the incentive will be paid in a single payment on or about April 1 following the first full calendar year following the date of completion of construction of the new residence.

For illustration purposes only, assume that the assessed value for an existing residential improvement is \$200,000 for tax year 2014, the project is approved by the City in 2014, and demolition commences in 2014. In this example, the Base Year is 2014 and the Base Year Assessed Value is \$200,000. Further assume that the project is completed and the City issues a certificate of completion or occupancy on May, 15, 2015. Assume also that the value of the new improvements constructed on the property (exclusive of land costs) as shown on the building permit application submitted to the City is \$300,000. Based on a City property tax rate of \$0.6241 per \$100 of assessed value, the incentive based on the estimated value will be \$6241.00 ($\$100,000/\$100 \times \$0.6241 \times 10 = \6241.00). Prior to closing on the permanent financing for the new residence, the property owner may request an advance of up to one-half of the incentive based on the estimated new value shown on the building permit application, or \$3120.50, which may be applied to closing costs for the permanent financing. If the certified assessed value for the new improvements for tax year 2016 (which will be the assessed value as of January 1, 2016, which will be the first year that the full value of the new improvements will be included in the certified appraised value from the Dallas Central Appraisal District) is \$300,000, then the remaining balance of the incentive of \$3120.50⁴ ($\$6241.00 - \3120.50) will be paid to the applicant April 1, 2017.

Note that if under the above example the certified assessed value for the new improvements for tax year 2016 is \$400,000, the incentive will be capped at \$6241.00 because the actual amount exceeds the estimated amount. Conversely, if the assessed value for the new improvements for tax year 2016 is \$275,000.00, the total incentive due will be \$4680.75 ($[\$275,000 - \$200,000]/\$100 \times \0.6241×10), with the balance of \$1560.25 being paid to the property owner on or about April 1, 2017.

There is no reimbursement for demolition costs provided in the Program Option 2.

Exclusions from Base Year Assessed Value. In establishing the Base Year Assessed Value for the property for both Program Option 1 and Program Option 2, valuation freezes, exemptions or reductions to which a current or former owner or occupant of the property is entitled because of age, disability, or veteran status shall not be taken into consideration. Furthermore, in determining the Base Year amount of City property taxes paid, the base year amount paid will be determined as if no exemptions allowed pursuant to Chapter 11 of the Texas Tax Code are applied unless the same exemption(s) will be also be in effect to reduce the amount of city property tax due for the tax years in which the incentive will be paid.

Incentive Agreement. The incentive will be provided pursuant an agreement between the City and the property owner (or developer/builder, as the case may be) to be prepared and approved by the City Attorney. The incentive agreement is not transferable and may not be assigned if the property is sold or transferred (including a life estate) to a

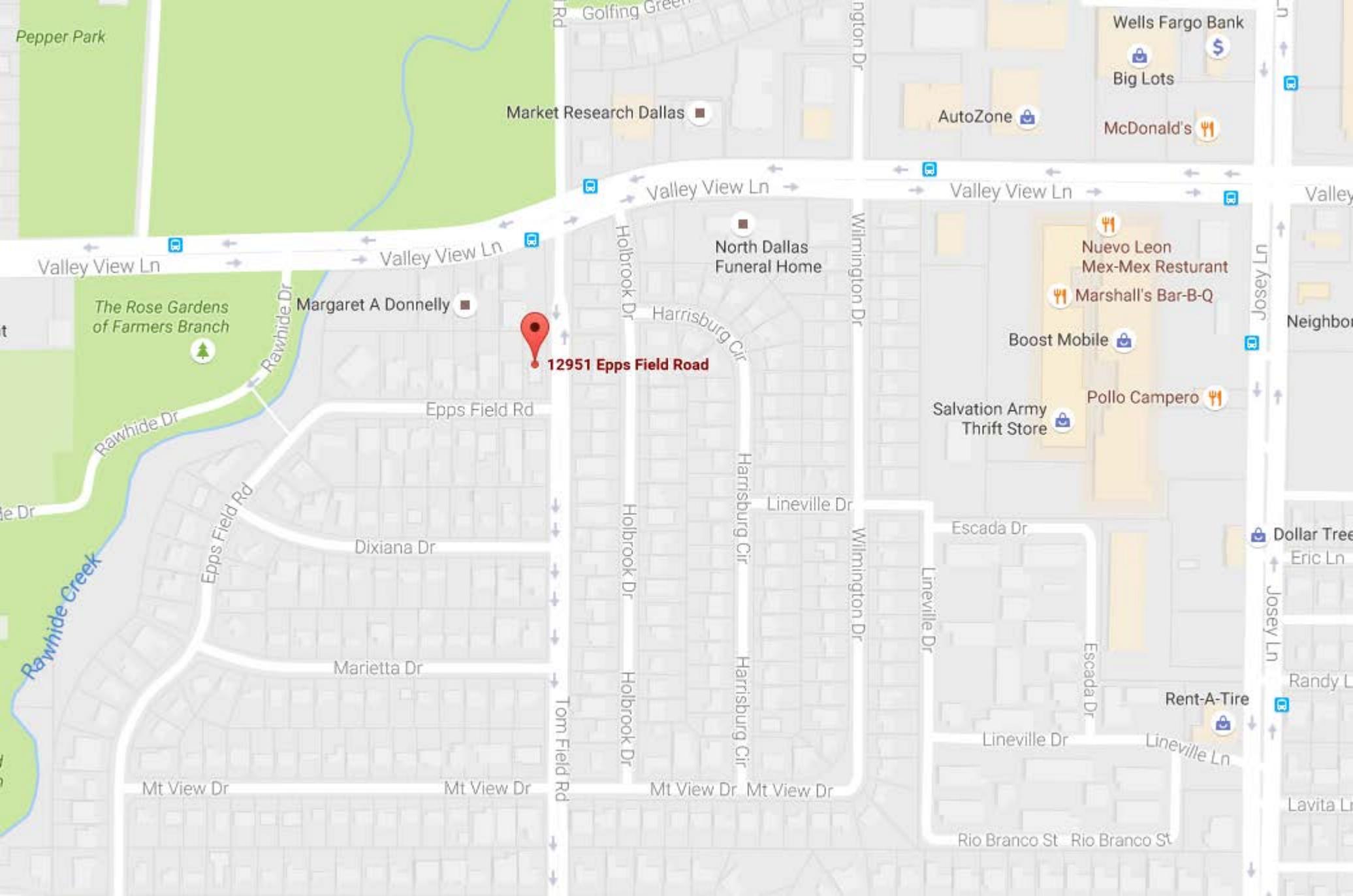
⁴ If the property owner does not take the full 50% advance on the incentive at closing of the permanent financing, the balance of the incentive will be paid on the date indicated.

subsequent owner, except in the case of a builder or developer as set forth above. In the event the new residence is sold or transferred, the incentive agreement shall automatically terminate and no further incentives will be paid.

Application. A person desiring to participate in the program shall submit an application to the Director of Economic Development on a form provided by the City prior to commencement of any demolition of the existing residence on the property. The application shall require the property owner to provide the details of the proposed demolition/rebuild project, the estimated project costs and such other information as the City may require.

Review Process. The application shall be reviewed by the Director of Economic Development (or designee) who shall determine whether the applicant and the proposed project qualify for the program. The Director of Economic Development shall review a completed application not later than fifteen (15) business days after submission. If an application is incomplete or if additional information is required, the Director of Economic Development shall notify the property owner in writing of such request with a deadline to submit such requested information. The property owner shall provide a complete application or the requested additional information, as the case may be, within the stated time period or the application shall be deemed withdrawn. The Director of Economic Development will notify the property owner in writing if the application is denied or approved, and if approved, the Director will provide the required incentive agreement. The property owner will be required to execute and return the incentive contract within fifteen (15) business days after receipt from the City.

Incentive Payment. Except as noted below, the annual incentive for Program Option 1 will be paid to the property owner pursuant to the incentive agreement on April 1 of the calendar year beginning with April 1 of the calendar immediately following the first full calendar year following the date the City issues a certificate of completion following the completion of an approved project. In a year in which the property owner decides to pay property taxes on the property by utilizing the split-payment method, payment of the incentive will not be made until the earliest of (a) April 1, (b) 60 days following delivery to the City of paid tax receipts showing that all property taxes have been timely paid, or (c) September 1. The amount of the incentive shall be determined by the Director of Economic Development, whose decision shall be final in all respects.



Pepper Park

Market Research Dallas

Wells Fargo Bank
Big Lots
AutoZone
McDonald's

The Rose Gardens
of Farmers Branch

Margaret A Donnelly

12951 Epps Field Road

North Dallas
Funeral Home

Nuevo Leon
Mex-Mex Restaurant
Marshall's Bar-B-Q

Boost Mobile

Salvation Army
Thrift Store

Pollo Campero

Dollar Tree

Rent-A-Tire

Pepper Park
Rawhide Creek
Valley View Ln
Epps Field Rd
Dixiana Dr
Marietta Dr
Mt View Dr
Tom Field Rd
Harrisburg Cir
Lineville Dr
Escada Dr
Rio Branco St
Wilmington Dr
Josey Ln
Randy L
Lavita L



PERSPECTIVE

NOT TO SCALE

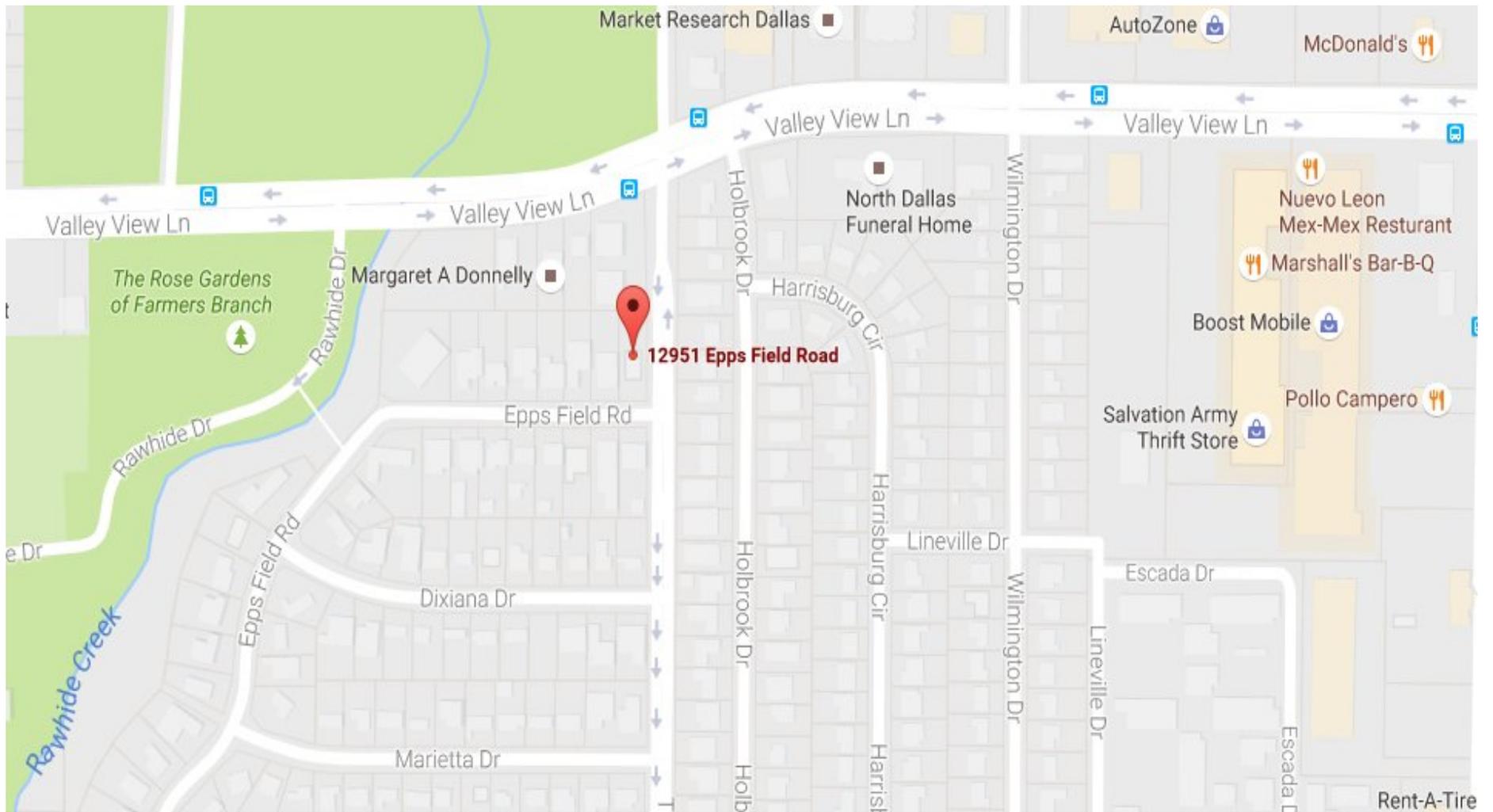


LOT II

Demo Rebuild

12951 EPPS FIELD DRIVE – TODD BONNEAU HOMES







CURRENT
IMPROVEMENT
VALUE:

\$41,070
837 SF

ESTIMATED NEW
IMPROVEMENT
VALUE:

\$450,000
2,500SF

LAND VALUE:

\$70,000

Summary

Todd Bonneau 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. 2016-085

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 12951 EPPS FIELD ROAD; 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 12951 Epps Field Road 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 Todd Bonneau Homes, LLC with respect to property generally known as 12951 Epps Field Road, 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 20TH DAY OF SEPTEMBER, 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:9-13-16:TM 79092)

Resolution No. 2016-085
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 Todd Bonneau Homes, LLC, a Texas limited liability company ("Contractor"), 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, Contractor is the owner of a one-family detached residential dwelling located at 12951 Epps Field Road, Farmers Branch, Texas 75234 (hereinafter defined as the "Residence"); and

WHEREAS, Contractor intends to demolish the Residence and construct a new one-family detached residential dwelling thereafter (hereinafter defined as the "New Residence") to be purchased by the Property Owner after completion of construction; and

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WHEREAS, the Contractor 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 fee simple title to the New Residence and the Land are conveyed by the Contractor to the Property.

"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 Contractor or 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 Contractor or 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 10, of VALLEY VIEW ADDITION, an Addition to the City of Farmers Branch, Dallas County, Texas, according to the Map thereof recorded in Volume 13, Page 369, of the 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 Contractor submitted to the City requesting payment of the Demolition Grant accompanied by (i) a copy of the written contract(s) between the Contractor 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 Contractor (e.g. copies of cancelled checks) for the fees and charges for which the Contractor seeks reimbursement, and such other information as the City may reasonably request to verify the Contractor’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 first person or people to whom Contractor conveys fee simple title of the New Residence after Completion of Construction of the New Residence and uses the New Residence as a residence homestead.

"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 \$41,070.00.

Article III
Economic Development Incentive

3.1 Payment. Subject to the Contractor's and 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

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City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

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. Subject to delays resulting from events of Force Majeure, the Contractor and/or the Property Owner shall, 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.

4.3 Timely Sale of Land and New Residence. This Agreement and the City's obligation to pay the Annual Incentive shall terminate if indefeasible fee simple title to the Land and New Residence is not conveyed by Contractor to a Property Owner on or before the second (2nd) anniversary of the Completion of Construction of the New Residence.

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;

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- (c) If any Impositions owed to the City or the State of Texas by Contractor or Property Owner shall become delinquent (provided, however, Contractor and Property Owner, as the case may be, retain the right to timely and properly protest and contest any such Impositions) and City provides the Contractor or Property Owner notice of termination, in which case termination shall be immediate;
- (d) In the event Contractor and/or 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 provided by the City;
- (e) If the Contractor and /or Property Owner suffers an Event of Bankruptcy or Insolvency;
- (f) 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 and City provides the Contractor or Property Owner notice of termination, in which case termination shall be immediate;
- (g) 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, in which case termination shall be immediate upon the effective date of said law or the date the judgment becomes non-appealable; or
- (h) The failure to convey title to the Land and New Residence to the Property Owner within the time provided in Section 4.3, without any requirement for notice from the City to the Contractor;
- (i) The sale or transfer of title to the Land and/or the Residence without obtaining prior written consent from the City for assignment of this Agreement to the new owner;
- (j) The sale or transfer of title to the Land to a third party after the demolition of the Residence but before Commencement of Construction of the New Residence; and
- (k) The termination of use of the New Residence by the Property Owner as the Property Owner's residential homestead.

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 this Agreement is terminated pursuant to (i) Section 5.1(d) for breach of Section 4.2 or (ii) Section 4.3 and Section 5.1(h), the Contractor shall, upon demand, reimburse the City the amount of the Demolition Grant paid to the Contractor.

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**Article VI
Miscellaneous**

6.1 Assignment. This Agreement may not be assigned without the prior written consent of the City. Notwithstanding the foregoing, the Contractor may assign this Agreement to the Property Owner without the prior consent of the City, which assignment shall require the Property Owner to assume and acknowledge in writing all duties and obligations of this Agreement; provided, however, such assignment without consent shall not become effective until (i) a deed conveying to the Property Owner indefeasible fee simple title of the Land and the New Residence is recorded in the Real Property Records of Dallas County, Texas, and (ii) the City is provided a copy of the recorded deed and the name, address, and phone number of the Property Owner where notices may be sent pursuant to Section 6.6.

6.2 Binding Agreement. The terms and conditions of this Agreement are binding upon the heirs, successors and assigns of the parties hereto, including, but not limited to, successors in title to the Land.

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

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

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

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

If intended for Property Owner, to:

Todd Bonneau Homes, LLC
Attn: Todd O. Bonneau, Manager
2815 Valley View Lane, Suite 112
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

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With a copy to:

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

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

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

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

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

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

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

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

6.14 Employment of Undocumented Workers. During the term of this Agreement the Property Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Property Owner shall repay the amount of the 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

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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 Contractor acknowledges and agrees that the Residence and the New Residence, as the case may be, at 12951 Epps Field Road, Farmers Branch, Texas 75234, will not be eligible for any other or further residential or other incentive offer now or hereafter by the City.

[Signature Page to Follow]

**Resolution No. 2016-085
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

Todd Bonneau Homes, LLC

By: _____
Todd O. Bonneau, Manager



City of Farmers Branch

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

Staff Report

File Number: R2016-091

Agenda Date: 10/3/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: I.3

Consider approving Resolution No. 2016-091 authorizing the City Manager to execute a contract for custodial services with ABM Janitorial Services South Central, Inc. through 1Government Procurement Alliance in an amount not to exceed \$283,374; and take appropriate action.

BACKGROUND:

The FY2016-17 Budget includes \$285,000 for contracted custodial services for City Facilities. This supports the Infrastructure and Assets Guiding Principle.

DISCUSSION:

The City of Farmers Branch requested a quotation from the 1Government Procurement Alliance. City Administration evaluated the quotations as to meeting specifications and desire to award the contract for custodial services to ABM Janitorial Services - South Central, Inc. The FY2016-17 budget amount for contracted services is \$285,000. The quotations came in at \$283,374.

RECOMMENDATION:

City Administration recommends awarding the custodial services contract to ABM Janitorial Services - South Central, Inc. through the 1Government Procurement Alliance budgeted in the FY2016-17 Budget.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution 2016-091 authorizing the City Manager to execute a contract with ABM Janitorial Services - South Central, Inc. in the total amount of \$283,374.
2. I move to approve Resolution 2016-091 authorizing the City Manager to execute a contract with ABM Janitorial Services - South Central, Inc. in the total amount of \$283,374, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-091

2. Information Memorandum to Council
3. Custodial Services Contract



RESOLUTION NO. 2016-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR CUSTODIAL SERVICES WITH ABM JANITORIAL SERVICES – SOUTH CENTRAL, INC. IN THE TOTAL AMOUNT OF \$283,374 THROUGH THE 1GOVERNMENT PROCUREMENT ALLIANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the FY 2016-17 Budget includes \$285,000 for custodial services at City facilities; and

WHEREAS, City staff prepared specifications and requested a quotation from the 1Government Procurement Alliance; and

WHEREAS, having evaluated the quotation in meeting specifications, with ABM Janitorial Services – South Central, Inc. through the City’s cooperative purchasing program with the 1Government Procurement Alliance for the amount of \$283,374; the City administration recommends execution of contract; and

WHEREAS, the City Council of the City of Farmers Branch, finds it to be in the public interest to execute a contract for custodial service with ABM Janitorial Services – South Central, Inc. through the 1Government Procurement Alliance;

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 a contract, on behalf of the City, for custodial services with ABM Janitorial Services – South Central, Inc. through the City’s cooperative purchasing agreement with the 1Government Procurement Alliance in an amount not to exceed \$283,374.

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 3RD DAY OF OCTOBER, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:9/23/16:79538)



INFORMATION MEMORANDUM

TO: Mayor and City Council

FROM: Kevin Muenchow, Fleet and Facilities Director

DATE: October 3, 2016

SUBJECT: Purchase of Sedans

The FY2016-17 Budget includes \$285,000 for contracted custodial services for City Facilities.

- Animal Adoption Center
- Aquatics Center
- City Hall
- Fire Administration
- Fire House Theatre
- Historical Park
- Justice Center
- Library
- Recreation Center
- Senior Center
- Service Center

For the last 16 years, the City has been contracting with Britton Building Maintenance for all buildings except Animal Adoption Center, Aquatics Center and the Fire House Theatre, which are contracted with Jan-Pro Cleaning Systems. The FY2015-16 total cost to provide custodial services for the City facilities was \$364,437.

Facilities Management interviewed ABM Janitorial Services prior to obtaining quotes to ensure the basic business partner requirements were met, such as internal quality control, accountable communication, prompt issue resolution, customer service, etc. Their current customer references were called to confirm overall satisfaction and if they met the partner

requirements. The quotes were provided at a total cost of \$283,374, which includes the all our current services plus the following additional services:

- Full time day Porter for public City buildings
- Annual VCT strip and wax
- Semi-annual scrub and top coat
- Weekly/nightly carpet spot treatment
- Emptying desk paper recycling boxes

AGREEMENT FOR JANITORIAL SERVICES

**THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

KNOW ALL MEN BY THESE PRESENTS

This **AGREEMENT FOR JANITORIAL SERVICES** (“Agreement”) is made and entered into as of the Effective Date by and between the **CITY OF FARMERS BRANCH, TEXAS**, (“City”), a Texas home rule municipality and **ABM JANITORIAL SERVICES – SOUTH CENTRAL, INC.** (“Contractor”), a California corporation. City and Contractor are sometimes hereafter referred to collectively 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 November 1, 2016, and, unless extended or terminated earlier in accordance with the provisions of this Agreement, shall end on October 31, 2017 (“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 July 1, 2017, with respect to extension of the term for the first Renewal Period, and on or before July 1st 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 Exhibit "A," 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 Exhibit "A," 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 Fleet and Facilities Director ("the Director") or the Director's designee. Any dispute arising hereunder shall be submitted to the Director, whose decision in the matter shall be final and binding.

D. Contractor shall furnish all supplies and equipment required and necessary for the performance of the Services, including, but not limited to, all equipment for floor care, cleaning supplies, custodial tools, safety devices, dust control products, plastic trash can liners, paper towels, toilet tissue, and hand soap to the extent set forth in the Scope of Services. All supplies and equipment used shall be of the highest quality.

Section 2.2 Special or Emergency Cleaning. When requested by Director to clean any area required for a special occasion or if cleaning is necessary because of an emergency or accident, Contractor shall furnish all labor and supervision required to fulfill the request. Contractor shall be compensated for the services provided pursuant to this Section 2.2 at the rates for similar services set forth in the Fee Schedule.

Section 2.3 Compensation.

A. Subject to additions or deletions for charges or extras agreed upon in writing, City agrees to compensate Contractor for performance of the Services in accordance with Exhibit "B," attached hereto and incorporated herein by reference ("Fee Schedule"). Contractor shall submit monthly statements for the Services rendered setting forth a description of the Services provided for the period of time covered by the invoice. 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 July 2016 and the Index published for the July 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.

D. Nothing in this Section 2.3 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.

ARTICLE III STANDARDS FOR PERFORMANCE; PERSONNEL

Section 3.1 Time for Performance. Contractor understands, acknowledges and agrees (i) the Services shall be completed in strict compliance with the Scope of Services and (ii) failure of Contractor to complete the Services in accordance with the Scope of Services 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 Cleaning Schedule.

Section 3.3 Performance Standards. In addition to any standards set forth in the Scope of Services, the Services shall be performed in accordance with the minimum performance standards set forth in the Scope of Services

Section 3.4 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. At least one person performing the Services at each of City's buildings must speak and understand English.

C. 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 City's buildings daily to insure proper and complete performance of the Services by Contractor's employees.

D. Contractor's employees under the influence of, or appearing to be under the influence of, alcohol or drugs shall not be permitted in any building.

E. No loud or boisterous conduct by Contractor's employees will be permitted.

F. Contractor's employees shall not open desk drawers or cabinets at any time except as necessary to retrieve or replace equipment and/or supplies related to providing the Services.

G. Contractor's employees shall not use or tamper with any office machines, equipment or City employees' personal property at any time.

H. Unless necessary to call 9-1-1 in an emergency situation, Contractor's employees shall not use City telephones at any time.

I. Contractor's employees shall not smoke in City buildings.

Upon written request by City, Contractor will remove from service any employee assigned to City's premises who has engaged in improper conduct, including without limitation, a breach of City policies or failure to perform the duties herein, provided such request is in accordance with applicable laws.

Section 3.5 Employee List. Upon the request of City, Contractor shall provide to City a list of all employees that will be assigned to perform the Services, which list shall include for each employee:

A. Full name;

B. Date of birth;

C. Social Security number;

D. Valid driver's license number, for those employees who hold a driver's license; and

E. Such other information sufficient to establish the employee is authorized under federal law to be employed in the United States of America. Contractor's list of employees assigned to perform the Services must be current at all times during the term of this Agreement.

3.6 Employee ID's. All of Contractor's employees working in City's buildings must wear a photo I.D. badge showing:

A. Contractor's name;

- B. Contractor's address and phone number;
- C. The employee's current photo; and
- D. The employee's name.

3.7 Contractor's Supervisors. Contractor shall assign no less than one (1) qualified supervisor to be physically present during the performance of the Services to supervise the Contractor's employees and to ensure adherence to the Cleaning Schedule. Contractor's supervisor shall be responsible for all keys assigned to unlock spaces and for the security of City's buildings while performing the Services. Contractor's supervisor will make certain that all doors are securely locked prior to leaving each night upon completion of the Services. Contractor's supervisors shall be directly responsible for the conduct and performance of the Contractor's employees and compliance with the provisions of this Agreement.

3.8 No Subcontracting. Every person providing regular daily, weekly, and monthly Services pursuant to this Agreement must be directly employed by Contractor. At no time shall Contractor subcontract or assign any rights or obligations of this Agreement unless approved in writing by City.

3.9 Holidays. Contractor is not obligated to perform the Services on the following holidays for night crew: New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

ARTICLE IV MISCELLANEOUS OPERATIONAL PROCEDURES

Section 4.1 Security Procedures. Director agrees to provide Contractor with written instructions as to the procedure for maintaining security of City's Buildings. Contractor shall be responsible for providing and explaining such written instructions to all of Contractor's employees and personnel performing the Services.

Section 4.2 Keys. A written list of all City master keys shall be maintained by Contractor and accounted for by Contractor at all times. Contractor shall not make, or allow to be made, any duplicates of the keys provided by City.

Section 4.3 Equipment Storage. City agrees to provide space on-site for all cleaning equipment supplied by Contractor which remains on the job site during the term of the Agreement.

Section 4.4 Warranty. Contractor warrants that all goods used in the performance of the Services shall conform to the proposed specifications and/or all warranties as stated and be free from all defects in material, workmanship, and title.

**ARTICLE V
TERMINATION AND DEFAULT**

Section 5.1 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 cure a default of this Agreement on or before the thirtieth (30th) day following the prior delivery of written notice to Contractor detailing the nature of the default.

B. City may terminate this Agreement on the fifth (5th) day following the delivery of written notice to Contractor on Contractor's failure to comply with the Scope of Services on more than three occasions during any twelve (12) consecutive month period;

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.

D. Contractor may terminate this Agreement immediately upon providing notice to City in the event City fails to cure a default for nonpayment on or before the thirtieth (30th) day following the prior delivery of written notice to City.

5.2 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 VI
Miscellaneous**

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

6.2 Assignment. 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.

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

6.4 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.

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

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that 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.

6.8 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: Facilities and Fleet Director
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:

ABM Janitorial Services-South Central, Inc.
1450 Regal Row
Dallas, Texas 75247

6.9 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.

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

6.11 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 NEGLIGENT 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 (EXCEPT WHEN SUCH LIABILITY OR CLAIM ARISES FROM OR IS ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY), 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.

6.12 Insurance.

A. Contractor shall, during the term of this Agreement, maintain in full force and effect the following insurance:

(1) a policy of 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 per occurrence for injury to persons (including death), and for property damage;

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement; and

(3) statutory Worker's Compensation Insurance covering all of Contractor's employees involved in the provision of services under this Agreement.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

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

(2) provide for at least thirty (30) days prior written notice to City for cancellation, non-renewal, or material change of the insurance;

(3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

C. All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service, or approved by City's Risk Manager.

D. A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

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

6.14 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.

6.15 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.

6.16 Effective Date. This Agreement shall be effective on the last date that (i) the authorized representatives of all of the Parties have signed this Agreement, (ii) all insurance certificates required by Section 6.12 have been delivered to City, and (iii) Contractor has completed and delivered to City a Form 1295 Certificate of Interested Parties in accordance with Texas Government Code §2252.908 and the rules of the Texas Ethics Commission (“the Effective Date”).

(signatures on following page)

SIGNED AND AGREED this ____ day of _____, 2016.

CITY OF FARMERS BRANCH, TEXAS

By: _____
Charles Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

SIGNED AND AGREED this ____ day of _____, 2016.

ABM Janitorial Services-South Central, Inc.

By: _____

Name: _____

Title: _____

**EXHIBIT A
SCOPE OF SERVICES**

FARMERS BRANCH CITY FACILITIES

GENERAL SPECIFICATIONS FOR ALL FACILITIES

SERVICES PERFORMED DAILY:

At minimum, Contractor agrees to perform the following custodial and cleaning maintenance services pursuant to this Agreement on a daily basis. Locations to be serviced include, but may not be limited to, office space, lavatories, corridors, lobbies, stairways, elevators, offices, break rooms, and public areas. Such services will be provided in accordance with the frequency schedule listed below:

(Site Specific scope of work and information is notated on all attached)

1. Empty waste receptacles using a cart or barrel for collection in each office. Leaking trash bags create stains that are difficult to remove. Clean and damp dust all waste receptacles and remove all waste and rubbish from the premises nightly to designated locations. Wash receptacles as necessary. Remove and replace trash liners as needed to prevent odors, spills or any offensive appearance.
2. Empty all desk side receptacles marked "RECYCLING" and dispose of contents at the outside bin marked "RECYCLE." No trash shall be placed in the recycling dumpsters at any time. All recycling trash/debris must be disposed of in clear trash bags/liners, unless the items are too large for bags/liners.
3. Empty all external ashtrays; screen sand all urns nightly and supply or replace sand as necessary and applicable. Replacement sand will be provided by Vendor.
4. Vacuum all rugs and carpeted areas in office, break rooms, lobbies and corridors.
5. Dust and wipe clean with damp or treated cloth all office furniture, file cabinets, fixtures, window sills, and other horizontal surfaces, including high surfaces such as top of desk hutches.
Remove all finger marks and smudges from all vertical surfaces, including doors, windows, and frames, around light switches.
6. Elevator cabs are to be cleaned and vacuumed nightly.
7. Elevator exterior doors will be wiped down.
8. All stainless steel/brass in Elevators will be wiped down with appropriate cleaner.
9. Clean, sanitize, and polish all drinking fountains.
10. Sweep all uncarpeted floors and stairways, employing dust control techniques.
11. Damp mop spillage in office, corridors, public areas, and break rooms.
12. Dust tops of picture frames, wall hangings, and other wall accessories.
13. Do not remove items on desks, file cabinets, credenzas or shelving while cleaning. Do not unplug computers, typewriters, copy machines, or other electrical equipment.
14. Discard only the contents in the waste containers. No other items are to be thrown away without express instructions of the building occupants.
15. Occupant doors found locked upon arrival are to be locked after the area has been cleaned.

16. At no time is Contractor to assist entry of anyone other than Contractor's employees into any building.
17. Lights are to be turned off upon completion of cleaning unless the workspace is occupied or designated to be left on.
18. Spot wash all glass, including doors and inside of interior glass windows, including glass furniture tops.
19. Clean all break room tables and chairs and wash tabletops. Clean under all kitchen appliances and countertop items.
20. Clean break room sinks daily and polish dry. (Do Not Wash Dishes Left In Sink!!)
21. Sweep exterior entrances to building and vacuum adjacent mats.
22. Clean all interior and exterior surfaces of elevators including doors and floor tracks. Polish metal surfaces sweep/mop or vacuum interior.
23. All trash carts, custodial carts, storage areas, etc. shall be kept clean and orderly. Contactor shall furnish all associated trash carts and equipment needed for transporting to proper locations.
24. Janitorial closets are to be kept in a clean and orderly manner. Must have MSDS book, periodic schedules and site specific work scope and all facilities work scope included at each facility. Paper items can be maintained in a hanging folder on the janitorial closet door. All containers shall have labels with exact chemical product within them. (MSDS Sheets are to be provided by Custodial Service Provider and maintained on site in facility manager's office which are in accordance with OSHA's recent GHS Classification and Labeling System.) (GHS = Globally Harmonized System)

In addition, paper items described here are to be maintained at each building's reception area to include supervisor and account manager's contact information, along with that facilities' custodial staff's name, position and scheduled working times.
25. Daily inspections will be performed by custodial facility's Supervisor/Lead. Copies of all inspection reporting will be left for the corresponding building director. Janitorial service provider will provide on weekly inspection reports their recommendations, follow-up and corrective actions to be taken.

SERVICES PERFORMED WEEKLY

At minimum, Contractor agrees to perform the following custodial and cleaning maintenance services pursuant to this Agreement on a weekly basis.

1. Wet mop and spray buff with high speed buffing machine all hard surface floors to a high gloss removing all black marks from flooring. Floors must be wet mopped and cleaned prior to buffing.
2. Sweep and wet mop all stair wells and dust handrails
3. Clean all baseboards to remove and prevent cobwebs, dirt and dust.
4. Clean all entrance glass doors, side windows both inside and outside, as well as all partition glass.
5. Clean inside of windows, sills and frames
6. Wipe down all doors, remove marks as necessary.
7. Wipe clean with disinfecting cloths all telephone receivers and dust bases.
8. Clean and polish interior of elevators.
9. Shampoo and extract elevator floors to remain presentable at all times.

SERVICES PERFORMED MONTHLY

At minimum, Contractor agrees to perform the following custodial and cleaning maintenance services pursuant to this Agreement on a monthly basis.

1. Clean vents and light fixtures to remove dust and prevent cobwebs.
2. Clean all metal kick plates on doors to remove smudges, dirt and other debris.
3. Brush/vacuum all upholstered furniture and window blinds.
4. Polish furniture as necessary.
5. Clean all chair rungs and legs.
6. Rub down and clean metal and other high level bright work, interior and exterior.
7. Clean all work station areas including high and hard to reach areas up to 6'
8. Spray buff all hard surface flooring throughout the buildings.

SERVICES PERFORMED QUARTERLY

At minimum, Contractor agrees to perform the following custodial and cleaning maintenance services pursuant to this Agreement on a quarterly basis.

1. Wash interior windows, including cleaning of window sills, frames and dusting of window treatments
2. Clean all ceramic tiled floors, shower stalls and counter tops. Each must be deep cleaned to remove dirt, debris and cleaning residues and to maintain grout in original color.
3. Thorough machine scrubbing and rinsing of all tile and VCT floors in all facilities to remove old finishes and embedded dirt.
4. Refinish all tile floors with premium grade seal and wax per manufacturer's recommendations.

SERVICES PERFORMED BI-ANNUALLY & ANNUALLY

At minimum, Contractor agrees to perform the following custodial and cleaning maintenance services pursuant to this Agreement on an annual or bi-annual basis.

1. It is suggested that all hard surface flooring is to be stripped and waxed/sealed on an annual basis. (Custodial Contractor will provide a rate per square foot within the current bid.)
 - a. VCT Flooring to be deep cleaned and polished annually.
2. It is suggested that all carpeting and non-specialty rugs be cleaned via hot water extraction or shampooing methods recommended by the carpeting manufacturers' specifications on a Bi-Annual basis. (Custodial Contractor will provide a rate per square foot within the current bid.)

NOTE:

Security systems may be activated at several facilities. The custodial contractor will be responsible for deactivating it upon arrival, and ensuring it is reset prior to leaving the premises.

RESTROOMS – ALL FACILITIES

SERVICES PERFORMED DAILY

1. Sweep and mop all hard surface floors with an approved odor control disinfectant, grouted tile floors shall be cleaned to prevent accumulations of dirt and mildew. Application of grout sealant at vendor's expense is subject to approval by Contract Manager or his/her designate.
2. Clean and sanitize all mirrors, chrome and stainless steel. Polish to a shine.
3. Wash and disinfect with approved odor control disinfectant, all wash basins, urinals, and toilet bowls to remove stains and clean the underside of the rims on urinals and bowls including flush holes.
4. Wash both sides of toilet seats and base with antibacterial type approved disinfectant and wipe dry. Wash with disinfectant specifically for urine stains behind toilets and surrounding flooring to keep urine stains from accumulating.
5. Clean with disinfectant all partitions, tile walls, and outside surfaces of all dispensers (paper), including soap dishes and receptacles, to remove stains, streaks, watermarks and soil. Polish and sanitize to a shine.
6. Empty and sanitize all receptacles and sanitary napkin disposal, thoroughly clean and wash with disinfectant, replace liners.
7. Restock all toilet tissue, paper towel, air fresheners, and soap dispensers with approved products.
8. All urinals must have urinal screens and urinal mats to be supplied by the contractor. Urinal mats must be cleaned nightly and replaced or deep cleaned monthly.
9. Clean and disinfect showers including green discoloration.
10. Rinse/replace shower mats.
11. Wipe outside of lockers including tops and inside if empty.

SERVICES PERFORMED WEEKLY

1. Clean and sanitize piping, toilet seat hinges, and other metal.
2. Clean and sanitize floor drain covers.
3. Thoroughly clean shower stalls with abrasive cleaner and treat with a disinfecting sanitizer

SERVICES PERFORMED MONTHLY

1. Vacuum all ventilating grills, vents, and light fixtures to remove dust and prevent cobwebs.
2. Clean tile floor/walls and grout lines. Grout lines must be sealed annually or as determined by the City's contract manager.
3. Flush all floor drains with approved odor control disinfectant solution.

PRODUCT AND EQUIPMENT ACCEPTABILITY

SUPPLIES AND MATERIALS

Contractor shall furnish all supplies, materials and equipment necessary for the performance of work in this contract.

Supplies and materials shall be of high quality and acceptable to City. Contractor shall be responsible for furnishing plastic trash bags used in collecting trash and plastic bag liners for trash receptacles, urinal mats for each urinal in all buildings as well as feminine sanitary supplies for vending machines at City Hall, Library, Aquatic and Recreation Center. Contractor shall be responsible for replenishing supplies in all dispensers. (City will provide designated storage space to stock (on a rolling basis) toilet tissue, hand towels, liquid soap, trash receptacle plastic liners, etc.)

Contractor shall provide the Director with a list of the materials that will be provided on site. Any changes to supplies must be approved in writing before use by the Director. Material Safety Data Sheets shall be kept in all areas where materials and supplies are stored, in approved notebooks that are readily available to vendor and City staff.

Located at each City facility will be storage areas for additional paper products. Contractor will be responsible for maintaining stocked product. City's Facilities Services staff will have access to this area in case of emergency situations.

A list of specific area supplies specific to City that must be provided to fit the following dispensers:

1. PLEASE LIST ALL DISPENSER PRODUCT DESCRIPTIONS HERE AND ITS CORRESPONDING PRODUCT SUPPLY TO MAINTAIN STOCK.
 - a. Automated paper towel dispenser – varies by building
 - b. Fold up paper towel dispenser – varies by building
 - c. Toilet paper roll dispensers – varies by building
 - d. Hand soap dispensers – varies by building
 - e. Paper toilet seat cover dispensers
2. If vendor changes style, types or brands of disposal products paper towels, toilet tissue, soap, toilet seat covers, deodorizers, the vendor is responsible for providing new dispensers made specifically for the products, including the cost of installation and removal of replaced equipment.
3. All replacement equipment or replacement disposal products as identified above shall be approved by the owner's representative prior to implementation.

EQUIPMENT

All necessary cleaning equipment, including commercial type power driven floor scrubber, carpet extraction machines, waxing, and high speed polishing machines, vacuum cleaners, and all necessary vehicles required for the performance of the work in this contract shall be provided by Contractor.

MANDATORY EQUIPMENT NEEDS

The following major equipment is needed at all buildings and must remain in the buildings. City personnel for emergency situations may use this equipment clean up during the day.

1. Commercial upright vacuum cleaner and backpack unit
2. Mop/Mop Bucket
3. Push Broom/Dust Pan
4. Commercial wet/dry vacuum
5. Dusting equipment sufficient to reach all areas of the buildings
6. High speed floor buffing machine

QUALITY CONTROL REQUIREMENTS – STANDARD EXPECTATION LEVELS

Services performed under this Agreement shall be subject to regular inspections by City representatives. This section outlines acceptable standards.

FLOOR CLEANING

Baseboards, walls, doors, furniture, and equipment shall not be splashed, disfigured, or damaged during cleaning. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions. Vendor must provide necessary warning signage to warn owner's staff and patrons of potential slip hazards.

Sweeping: Floor shall be swept clean, free of dirt streaks and no dirt shall be left in corners, behind doors, on stair treads, or under furniture or equipment. Likewise, exterior entrances shall be swept clean of all dirt and trash. During sweeping operations, gum, tar and other sticky substances shall be removed with a putty knife. In addition, spills and spots must be removed during the sweeping process. This operation shall be performed with a cotton mop that has been dampened with a neutral detergent solution.

Damp or Wet Mopping: Floors shall be damp or wet mopped to remove dirt and stains that cannot be removed by sweeping. Mopping should be completed so as to leave no water or soap spotting or residue. A cotton mop, mop bucket wringer, and a neutral detergent solution shall be used to remove the soil. Mops and buckets shall be cleaned after each use and kept odor free. Buckets shall not be stored with solutions left in them.

Mopping solution shall be changed frequently to ensure floors are being properly cleaned. Furniture and other equipment shall be moved to mop underneath and replaced in its original position.

Mopped water splashed on baseboards, doors, or furniture shall be removed immediately. On completion of mopping operation there shall be no soil, litter, splash marks, streaks, swirls, or mop strands visible. The floor shall present an overall appearance of cleanliness.

Spot Mopping: This operation shall include the removal of stains by spillage on small areas of floor surface, and when doors have been left open and rain, snow, or sleet has blown in, or other substances have been tracked in.

Sweeping: Sweep all floor surfaces thoroughly. Removal all gum and adhesive material.

Spray Buffing: A high speed buffing machine shall be used with a synthetic buffer pad attached thereto, and the surface shall be buffed only enough to harden the finish and bring the surface to desired luster.

Woodwork, baseboards, and furniture shall not be scarred or discolored by the buffing equipment or the solution used. Spray buffing solution shall not be applied to floors near than six (6) inches to the baseboard or non-movable fixtures.

Vacuuming of Carpet: Surface litters such as paper, gum, rubber bands, paper clips, etc. shall be picked up prior to vacuuming. A commercial heavy-duty upright carpet vacuum shall be used to remove obvious dust and soil from carpet. The carpeted floor, after vacuuming, shall be free of all visible litter and soil. In addition, movable furniture or equipment shall be tilted or moved to vacuum underneath or a portable vacuum with a crevice tool shall be used. In areas with permanent or stationary furniture and fixtures, a crevice tool shall be used to remove all dirt/dust from the edges of fixtures, etc. The carpeted floor after vacuuming shall be completely free of litter, soil and embedded grit.

Cleaning Office Furniture: Soil and dust shall be removed from office furniture. Metal desks, file cabinets, chairs, tabletops, etc., shall be dusted with clean wiping cloths and spots removed with sponge dampened in a neutral detergent solution. Vinyl covered furniture shall be cleaned with sponge or wiping cloth dampened in a neutral detergent solution. For hard to remove spots an approved cleaner shall be used. Wood furniture shall be dusted with treated dust cloths that have been sprayed with an approved polish and wiped to a shine with clean cloths.

Regular Dusting: All dust, lint, litter and dry soil shall be removed from horizontal surfaces and walls including office furniture, windowsills, shelves, etc., but items on desktops shall not be disturbed. Dusting shall be performed with clean dust cloths, and surfaces shall be dust free.

Spot Cleaning: Smudges, finger prints, marks and streaks shall be removed from washable surfaces, without scarring or discoloring the finish, by use of a sponge, clean cloth and spray bottle of neutral detergent. Germicidal cleaner solution shall be used in restrooms, eating areas, and drinking fountains. Glass cleaner shall be used on mirrors and windows. After spot cleaning, the surfaces shall have a uniform appearance free of spots, streaks and removable soil.

Washing of Interior and Exterior Glass: Smudges, oily film, dust and soil shall be removed from interior glass and mirrors by cleaning with glass cleaner solution, squeegee, and wiping cloths. Glass cleaner splash and drip marks shall be removed from adjacent surfaces. Glass surfaces shall be rinsed of detergent residue. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City's representative is followed.

Trash Removal: All wastebaskets shall be emptied and returned to their initial location. Boxes, cans, papers and other trash placed near a trash receptacle and marked "TRASH" shall be removed and emptied directly into a designated trash dumpster, receptacle or area. Soiled or torn plastic wastebasket liners shall be replaced. Sand in cigarette butt urns shall be strained to remove all debris. Both the exterior and interior of wastebaskets and trash containers shall be damp wiped with germicidal detergent solution from a spray bottle using a sponge or cloth as needed. Trash receptacles that have accumulations of debris must be removed from their location and thoroughly cleaned to prevent odor and insect infestations. Trash receptacles that are supplied with lids, the lids must be cleaned to remove all spills and accumulations of food or other substances daily.

Entrance Mats: Carpet mats shall be vacuumed with commercial heavy-duty upright vacuum machine. Entrance mats of rubber or polyester shall be swept, shaken, vacuumed or washed. Entrance mats shall be lifted and soil and moisture underneath shall be removed.

Elevators: Smudges, fingerprints, gum, marks and graffiti shall be removed from interior, exterior surfaces and railings. Floors shall be cleaned in the same manner as other types of floor coverings as specified herein.

Restrooms:

- (1) *Germicidal:* Using an approved germicidal, detergent solution, completely sanitize restroom; to include floors, walls to ceiling, partitions, doors, and fixtures. Other cleaning materials specified herein shall be in addition to the germicidal.
- (2) *General:* Schedule of clean restrooms shall include sweeping, mopping, and scrubbing as necessary of floors, cleaning of mirrors, cleaning of nickel and chrome hardware, cleaning of fixtures, walls, stall partitions, and shower stalls. Cleaning of commodes and urinals detailed in the following section. Sanitary receptacles in women's restrooms shall be cleaned and washed daily during cleaning schedule. Paper liners shall be inserted in these receptacles and replaced as necessary. Receptacles shall be emptied; liners folded, collected in separate containers, and disposed of with trash. Servicing and cleaning of restrooms during the building occupants' working hours shall be at intervals frequent enough to police and maintain an adequate supply of white toilet tissue, paper towels, hand soap, etc.
- (3) *Fixtures:* Commodes shall be cleaned daily to remove all rust and stains, inside and outside.

Urinals shall be cleaned daily to remove rust, and stains in the same manner as commodes. Cleaning solutions shall be flushed through the traps to reduce accumulations of scale. Urinal Mats shall be cleaned daily and replaced or deep cleaned monthly to prevent accumulations of urine and odors.

Commodes shall be cleaned inside and out with one gallon bucket containing germicidal solution.

Exterior of paper towel cabinets, soap dispensers, and tissue dispensers shall be wiped cleaned and refilled.

All stainless steel fixtures shall be cleaned daily with a commercial stainless steel cleaner to maintain the appearance of said fixture.

- (4) *Restroom, shower stall, and wall cleaning:* Floors shall be cleaned with mildew cleaner and sanitized with germicidal detergent cleaner and allowed to dry. In no instance shall a hose or stream of water be used to wash floor.

Shower stalls shall be cleaned with mildew cleaner to remove stains, soap scum, rust, mildew, etc., and sanitized with a germicidal detergent solution.

Walls, partitions, and woodwork shall be washed with germicidal detergent solution where wall surfaces are covered with a washable paint or vinyl covering.

Cleaning of Drinking Fountains: Soil, streaks, smudges, etc., shall be removed by use of spray bottle, germicidal detergent solution, and sponge, cloth. After cleaning, the fountain shall be free of stains, spots, smudges, and sanitized.

Polishing Metals: Solid push plates, kick plates, nameplates, and other metal fixtures shall be polished to present a bright, neat, clean shining appearance. Polishing shall be performed so as not to damage or scratch the finish

SITE SPECIFIC SCOPE OF WORK

CITY HALL – 13000 William Dodson Parkway

APPROXIMATELY 58,600 SQUARE FEET

Five (5) CLEANINGS PER WEEK: SUNDAY - THURSDAY

EXTERIOR

1. Sweep the exterior concrete entrances and remove chewing gum accumulations and spills.

GENERAL

EACH NIGHTLY CLEANING:

2. Refer to General Specifications for All Buildings.
3. All cleaning in this facility should begin after 6:00 PM.
4. Initiating cleaning in other areas of the building while night meetings are in progress is acceptable. Care should be taken not to disrupt these meetings. Schedule to be coordinated with the Director.
5. On the first and third Tuesday's of each month, the daily cleaning requirements shall be performed after the conclusion of the City Council Meeting. The meeting starts at 6 pm and will end at different times, depending on the agenda.
6. Council Chambers cleaning may not be performed during Council meetings.
7. Spray buff all lobbies and entrance areas.
8. Empty all Paper Recycling boxes found in offices and by printers. Empty into Recycle containers found in outside dock area.
9. All offices are to be locked when cleaning is complete, except where indicated by the Director or designee.
10. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch at 972-484-3620 or 911.

WEEKLY

1. Break Areas: Clean and sanitize microwave
2. Break Areas: Clean and sanitize outside of ice machine.

MONTHLY

1. Refer to general specifications for All Buildings.

QUARTERLY:

1. Refer to general specifications for All Buildings.
2. Dust under Council seating area to remove dirt and cobweb building up.
3. Wipe down / Polish all wood furniture in Council Chambers (Council seating area, podium, pews).

SITE SPECIFIC SCOPE OF WORK

SERVICE CENTER – 13333 Senlac Drive &
Utilities Field Office – 13335 Senlac Drive

APPROXIMATELY 14,700 SQUARE FEET

SERVICE CENTER (13,000 sq.ft.):

FIVE (5) CLEANINGS PER WEEK: SUNDAY - THURSDAY

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility shall be performed after 6:00 PM.
3. The door between offices and break room should be locked after cleaning.
4. Spray buff all lobbies and entrance areas.
5. Sweep the exterior entrances and remove chewing gum accumulations and spills.
6. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch at 972-484-3620 or 911.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.
2. Scrub epoxy floor – Monthly.

(Note: Kitchen is not part of the custodial services cleaning scope of work.)

SERVICE CENTER (1,700 sq.ft.):

THREE (3) NIGHTS PER WEEK: MONDAY, WEDNESDAY & FRIDAY

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility shall be performed after 8:00 PM on Monday, Wednesday & Friday
3. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch at 972-484-3620 or 911.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

SITE SPECIFIC SCOPE OF WORK

JUSTICE CENTER

POLICE AND COURTS – 3723 Valley View Lane
APPROXIMATELY 37,000 SQUARE FEET

SEVEN (7) NIGHTS PER WEEK: SUNDAY - SATURDAY

FACILITY BREAKDOWN IN SQUARE FOOTAGE:

JAIL: 10,000 SQ.FT.
COURT ROOM: 3,000 SQ.FT.
OFFICES: 24,000 SQ.FT.

EXTERIOR

1. Sweep the exterior entrances and remove chewing gum accumulations and spills

GENERAL

NIGHTLY:

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility shall be performed after 6:00 PM Monday through Friday.
3. Upon arrival to building the crew and supervisor must identify themselves to the dispatch desk to receive access to all areas of the building to complete assigned duties.
4. Spray buff all lobbies and entrance areas.
5. JAIL: Sweep and mop all hard surface flooring.
Mop down sink and commode stand.
Replace toilet tissue if needed.
Full spray and scrub of all cell areas in the interest in preventing communicable disease issues, will be coordinated through the Farmers Branch Building Maintenance Department upon request at an additional charge.
6. OSHA guidelines will be strictly adhered to in this area.
7. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch at 972-484-3620 or 911.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings

Note: All janitorial staff need to go through background check process completed by Farmers Branch Police Department.

SITE SPECIFIC SCOPE OF WORK

AQUATIC CENTER – 14032 HEARTSIDE

APPROXIMATELY 8,000 SQUARE FEET

SEVEN (7) NIGHTS PER WEEK

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility shall be performed after 10:00 PM daily (7 days per week)
 - a) Spray buff all lobbies and entrance areas.
 - b) Wipe clean all telephone receivers and dust bases.
3. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch at 972-484-3620 or 911.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

RESTROOMS:

1. Refer to General Specifications for All Buildings.
2. Clean exterior of swimsuit dryers.
3. Contractor is responsible for supplying all sanitary napkins products and will service machines, collect monies for it.

The Aquatic Center includes a Party Room and Ticket Booth:

1. Empty trash receptacles, clean trash receptacles out and replace trash liners as needed.
2. Sweep and mop all hard surface floors.
3. Wipe counter areas with disinfectant.

SEASONAL:

1. Ticketing Booth and Outside Restrooms from Memorial Day to Labor Day.

SITE SPECIFIC SCOPE OF WORK
MANSKE PUBLIC LIBRARY – 13613 Webb Chapel Road
APPROXIMATELY 44,000 SQUARE FEET

FIVE (5) NIGHTS PER WEEK: SUNDAY - THURSDAY

EXTERIOR

1. Sweep the exterior entrances and remove chewing gum accumulations and spills
2. Clean Exterior Glass Doors nightly.

GENERAL

NIGHTLY:

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility shall be performed after 9:00 PM Monday - Friday.
3. Initiating cleaning in other areas of the building while night meetings are in progress is acceptable. Care should be taken not to disrupt these meetings.
4. All weekly cleaning specifications should be performed on Monday evenings.
5. Spray buff all lobbies and entrance areas.
6. Lift chair pads and vacuum as necessary.
7. Properly position furniture, magazines and waste baskets after cleaning.
8. Empty all Paper Recycle Boxes found in offices and by printers. Empty into Paper Recycle container found by Web Chapel side entrance.
9. All offices are to be locked when cleaning is complete.
10. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch at _____.

MONTHLY & QUARTERLY:

1. Contractor is responsible for supplying all sanitary napkins products and will service machines, collect monies for it.
2. Refer to general specifications for All Buildings.

SITE SPECIFIC SCOPE OF WORK

HISTORICAL PARK – 2540 Farmers Branch Lane
APPROXIMATELY 14,000 SQUARE FEET

Five (5) NIGHTS PER WEEK: SUNDAY - THURSDAY

Janitorial Support for Events to be included

GENERAL

1. Refer to General Specifications for All Buildings.
2. Cleaning shall be performed after 10:00 PM.
3. Spray buff all lobbies and entrance areas.
4. **Church:**
 - a. Dust entry table, lectern, organ, piano and stage table.
 - b. Clean restroom.
 - c. Empty trash and replace bag.
 - d. Stock with supplies as needed.
5. **Commercial Kitchen:**
 - a. Appliances: Clean exterior weekly.
 - b. Microwave: Clean interior weekly.
 - c. Refrigerator: Clean interior monthly.
 - d. Sinks: Clean and sanitize.
 - e. Floors: Sweep and mop.
 - f. Restock supplies when needed.
 - g. Trash receptacles: Empty and replace liners as needed.
 - h. Countertops & Prep Areas: Clean and sanitize
 - i. Restrooms: Clean mirror, clean and sanitize toilet and basin, Sweep and mop floor. Restock with supplies when needed.
6. **Dodson House:**
 - a. Clean mirror.
 - b. Clean table tops.
 - c. Dust.
 - d. Trash receptacles: Empty and replace liners as needed.
 - e. Kitchen: Clean appliances interior and exterior weekly.
 - f. Kitchen: Clean Refrigerator interior monthly.
 - g. Kitchen: Clean and sanitize countertops, prep areas and sinks.
 - h. Kitchen: Sweep and Swiffer.
 - i. Restrooms: Clean mirror, clean and sanitize toilet and basin, Sweep and mop floor. Restock with supplies when needed.
 - j. Offices: Upstairs restroom – clean and sanitize toilet, sink and basin. Stock with supplies if needed. Empty Trash and replace bags (under desks and in common areas. Vacuum.

7. McKee:

- a. Kitchenette: Clean and sanitize counter tops, prep areas and sinks.
- b. Kitchenette/Office and work area: Sweep and empty trash receptacles and replace liners as needed.
- c. Restrooms: Clean mirror, clean and sanitize toilet and basin, Sweep and mop floor. Restock with supplies when needed.

8. Museum Store:

- a. Sweep floors daily.
- b. Empty trash receptacles daily and replace liners as needed.
- c. Clean glass front door and tables weekly.
- d. Dust shelves and displays weekly

9. School:

- a. Sweep floors daily.
- b. Dust when needed.

10. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch to 972-484-3620 or 911.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

SITE SPECIFIC SCOPE OF WORK

ANIMAL SHELTER – 3727 Valley View Lane

APPROXIMATELY 5,810 SQUARE FEET

FIVE (5) NIGHTS PER WEEK: SUNDAY – THURSDAY

EXTERIOR

1. Sweep exterior entrances and remove cigarette products from ashtrays.
2. Sweep the exterior entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility shall be performed after 6:00 PM on Monday – Friday.
4. Spray buff all lobbies and entrance areas.
5. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch 972-484-3620 or 911.

Note: NOT RESPONSIBLE FOR: Kennel or animal handling areas.

SITE SPECIFIC SCOPE OF WORK
COMMUNITY RECREATION CENTER – 14050 Heartside
APPROXIMATELY 60,603 SQUARE FEET

SEVEN (7) NIGHTS PER WEEK

EXTERIOR

1. Sweep exterior entrances and remove cigarette products.
2. Sweep the exterior entrances and remove chewing gum accumulations and spills

GENERAL

1. Refer to General Specifications for All Buildings.
2. Spray buff all lobbies and entrance areas.
3. All cleaning in this facility shall be performed after 10:00 PM seven days per week.
4. Dust mop gymnasium floor with dry dust mop followed by damp mopping utilizing approved waterless cleaning product and remove all gum.
5. Clean bleachers if extended out.
6. Clean track and pulastic gym floor daily due to sweat and spit.
7. Contractor is responsible for supplying all sanitary napkins products and will service machines, collect monies for it.
8. Empty all Paper Recycle boxes found in offices and by printer. Empty into Paper Recycle container.
9. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch at 972-484-3620 or 911.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

Bi-Annually:

1. VCT floors in meeting rooms - perform strip & wax 2 times per year.
2. Cleaning of track and pulastic gym floor with chemical provided by city Bi-annually.
Service to be billed separately.

SITE SPECIFIC SCOPE OF WORK

SENIOR CENTER – 14055 Dennis Lane

APPROXIMATELY 22,400 SQUARE FEET

FIVE (5) NIGHTS PER WEEK: SUNDAY - THURSDAY

EXTERIOR

1. Sweep all the exterior entrances and building overhang covers/patios.
2. Remove chewing gum accumulations and spills.

GENERAL

1. Refer to General Specifications for All Buildings.
2. All cleaning in this facility shall be performed after 9:00 PM daily.
3. Dining Hall floors, tables, chairs, counters, etc. to be cleaned and sanitized.
4. High speed buffing, halls all lobbies and entrance areas.
5. Clean coffee bar area and wipe down splashes from coffee on walls.
6. All restroom floors to be cleaned and sanitized.
7. Clean both commercial kitchens.
8. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch at 972-484-3620 or 911.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.
2. Cleaning of track and pulastic gym floor with chemical provided by city Bi-annually.
Service to be billed separately.

SITE SPECIFIC SCOPE OF WORK
FIRE HOUSE THEATER – 2535 Valley View Lane
APPROXIMATELY 7,700 SQUARE FEET

ONE (1) NIGHTS PER WEEK: WEDNESDAYS

“INCLUDING 113 DAYS A YEAR FOR PERFORMANCES”

EXTERIOR

1. Sweep all the exterior entrances and building overhang covers/patios.
2. Remove chewing gum accumulations and spills.

GENERAL

1. Refer to General Specifications for All Buildings with duties that are applicable.
2. All cleaning in this facility shall performed after 10:30 PM daily.
3. Dining Hall floors, tables, chairs, counters, etc. to cleaned and sanitized.
4. Spray buff all lobbies and entrance areas.
5. All restroom floors to be cleaned and sanitized.
6. Vacuum carpeted seat riser.
7. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch at 972-484-3620 or 911.
8. Stage area IS NOT to be cleaned.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

SITE SPECIFIC SCOPE OF WORK

BOB PHELPS FIRE STATION 3 ADMINISTRATION – 13333 Hutton Drive

APPROXIMATELY 7,924 SQUARE FEET

FIVE (5) NIGHTS PER WEEK: SUNDAY - THURSDAY

EXTERIOR

1. Sweep all the exterior entrances and building overhang covers/patios.
2. Remove chewing gum accumulations and spills.

GENERAL

1. Refer to General Specifications for All Buildings with duties that are applicable.
2. Dust clothing racks, shelving and closets.
3. Dust or polish all wooden areas as needed to maintain good appearance.
4. Spray buff all lobbies and entrance areas.
5. All cleaning in this facility shall be performed after 6:00 PM daily.
6. Dining Hall floors, tables, chairs, counters, etc. to be cleaned and sanitized.
7. All restroom floors to be cleaned and sanitized.
8. Any noted building maintenance emergencies during cleaning activities shall be immediately reported to Police Dispatch at 972-484-3620 or 911.
9. Empty all Paper Recycle boxes found in offices and by printers. Empty into paper recycle retainer by outside dumpster.

MONTHLY & QUARTERLY:

1. Refer to general specifications for All Buildings.

**EXHIBIT B
FEE SCHEDULE**

City of Farmers Branch – Janitorial Services (Night Cleaning& Day Porter Services)

Note: Each location pricing includes 9 paid holidays observed by City of Farmers Branch. The day porter receives 2 weeks vacation. (Health Insurance Package has not been included).

Pricing also includes:

- *Background Checks (Police Department check for Justice Center staff only) & I-9 Verification*
- *5 days per week service (Sunday – Thursday Night Cleaning)*
- *7 days per week service at Justice Center, Recreation Center & Aquatics Center*
- *1 day per week service at Firehouse Theatre plus 113 days for performances*
- *Day Porters receives 2 weeks paid vacation each year*
 - *Replacement personnel to be re-billed back to City of Farmers Branch for the 2 weeks of vacation.*
- *Floor Maintenance*
 - *VCT Maintenance*
 - *Annual Strip & Wax of VCT Flooring*
 - *Semi-Annual Scrub & top coat of VCT Flooring*
 - *Monthly hi-speed buffing of VCT Flooring*
 - *Carpet Care*
 - *Weekly/Nightly Spot Treatment*

*** All wall-to-wall carpet cleaning/shampoo, marble, pulastic flooring, polished granite, and/or wood floor restoration/maintenance (if applicable) to billed separately.***

1) City Hall (58,600 sf) Total Cost: \$ 3,223.00

Inclusive of the following:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phones

2) Historical Park (14,000 sf) Total Cost: \$ 812.00

Inclusive of the following:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phones

3) Fire House Theatre (7,700 sf) Total Cost: \$ 570.00

Inclusive of the following:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phones

4) Animal Adoption (5,810 sf) Total Cost: \$ 319.55

Inclusive of the following:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phones

5) Service Center & Utilities Office and Field Office(14,700 sf)

Total Cost: \$ 852.60

Inclusive of the following:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phones

6) Fire Dept. Admin (7,924 sf) Total Cost: \$ 435.82

Inclusive of the following:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phones

7) Library (44,000 sf) Total Cost: \$ 2,420.00

Inclusive of the following:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phones

8) Senior Center (22,400 sf) Total Cost: \$ 1,232

Inclusive of the following monthly costs:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phones

Cleaning of Pulastic flooring to be done bi-annually at a price of \$.08 per square foot and to be billed separately.

9) Justice Center (37,000 sf) Total Cost: \$ 2,664.00

Inclusive of the following:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phones

10) Recreation Center (60,603 sf) Total Cost: \$ 4,363.42

Inclusive of the following monthly costs:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phones

Cleaning of Pulastic flooring to be done bi-annually at a price of \$.08 per square foot, and to be billed separately.

11) Aquatics Center (8,000 sf) Total Cost: \$ 592.00

Inclusive of the following monthly costs:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phones

Includes monthly cost for outside restrooms & ticket booth at 7 days per week from Memorial Day through Labor Day

Day Porter Monthly Price: \$2,950.00

Inclusive of the following:

Cleaners' Labor Costs Including PT&I, Chemicals, Cleaning Tools, Equipment Depreciation & Maintenance, Uniforms, Cell Phone

Special Events janitorial and set-up outside of normal hours **\$20.00 per hour**

Total Monthly Cost for all above sites, night cleaning + day porter: \$20,434.48

Consumables may be billed at Cost + 6%

Example: Consumables for 280,737 sq. ft. x 3,000 + 6% = \$3,180.00

(Inclusive of toilet tissue, paper towels, hand soap, liners, seat covers and feminine products, etc.)

TOTAL ALL ABOVE: \$23,614.48

**Per square foot price all above = \$0.084/sq. ft.
Monthly**

ALL INCLUSIVE ANNUAL PRICE:

TOTAL ANNUAL COSTS \$283,373.76



City of Farmers Branch

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

Staff Report

File Number: 16-258

Agenda Date: 10/3/2016

Version: 1

Status: Closed Session

In Control: City Council

File Type: Report

Agenda Number: J.1

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

- *Consultation with City Attorney regarding Texas Commission on Environmental Quality (TCEQ) Report No. 119885 relating to TCEQ Permit Nos. 5383 and 5383A to Town of Addison for use of water in Farmers Branch Creek, pending TCEQ Complaint regarding Farmers Branch Creek.*

Council 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 property located east of I-35, south of Valley View, west of Webb Chapel, and north of 635.*