



City of Farmers Branch

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

Meeting Agenda - Final-revised

City Council

Tuesday, July 12, 2016

6:00 PM

Council Chambers

AMENDED AGENDA

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

A. STUDY SESSION

- A.1 [16-174](#) Discuss regular City Council meeting agenda items.
- A.2 [16-164](#) Receive an update regarding the City Marshal Program.
- A.3 [16-186](#) Review and discuss Code Enforcement Efforts.
- A.4 [16-187](#) Receive an update regarding the status of State of Texas vs Jeff Fuller.
- A.5 [16-189](#) Receive an update regarding Farmers Branch Police Department response in support of the Dallas Police Department and an update on the security improvements at the Justice Center.
- A.6 [16-175](#) Discuss agenda items for future City Council meetings.

B. INVOCATION & PLEDGE OF ALLEGIANCE

C. CEREMONIAL ITEMS

- C.1 [16-179](#) Presentation of the Regional Cooperation Award received from North Central Texas Council of Governments to City of Farmers Branch for the North Texas Emergency Communications Center (NTECC) Project.
- C.2 [16-181](#) Presentation to the Farmers Branch Economic Development and Tourism Department for the Certificate of Achievement for Economic Excellence Award from the Texas Economic Development Council.
- C.3 [16-182](#) Presentation of a service award to Randy Walhood for fifteen years (15) of service at City of Farmers Branch.
- C.4 [16-184](#) Consider Board and Commission appointments; and take appropriate action.

D. REPORT ON STUDY SESSION ITEMS**E. CITY MANAGER'S REPORT AND ITEMS OF COMMUNITY INTEREST**

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

F. CITIZEN COMMENTS

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

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

G. CONSENT AGENDA

- G.1** [16-176](#) Consider approving minutes of the regular City Council meeting held on June 21, 2016; and take appropriate action.
- G.2** [16-177](#) Consider excusing the absence of Mayor Bob Phelps from the June 21, 2016, regular City Council meeting; and take appropriate action.
- G.3** [16-185](#) Consider rescheduling the January 2017 City Council meeting dates; and take appropriate action.
- G.4** [R2016-061](#) Consider adopting Resolution No. 2016-061 authorizing the City Manager to approve the Buy Board purchase of one (1) replacement grapple brush truck for the Public Works Solid Waste Division in an amount not to exceed \$170,919 from MHC Kenworth; and take appropriate action.
- G.5** [R2016-062](#) Consider adopting Resolution No. 2016-062 authorizing the City Manager to approve the Buy Board purchase of one (1) replacement vaxcavator trailer for the Public Works Utilities Division in an amount not to exceed \$70,000 from Vermeer Texas-Louisiana; and take appropriate action.

- G.6 [R2016-063](#) Consider approving Resolution No. 2016-063 authorizing the City Manager to execute an Application and Agreement for an Irrevocable Standby Letter of Credit with JPMorgan Chase, N.A.; and take appropriate action.
- G.7 [R2016-064](#) Consider approving Resolution No. 2016-064 awarding unit price bids for the annual purchase of chemicals and fertilizers for the Parks and Recreation Department; and take appropriate action.

H. PUBLIC HEARINGS

- H.1 [ORD-3378](#) Conduct a public hearing and consider adopting Ordinance No. 3378 to repeal and terminate the existing Specific Use Permit allowing a gas well drilling facility at 11500 Mathis Drive; and take appropriate action.
- H.2 [ORD-3379](#) Conduct a public hearing and consider adopting Ordinance No. 3379 to repeal and terminate the existing Specific Use Permit allowing a gas well drilling facility at 12651 Mercer Parkway; and take appropriate action.
- H.3 [ORD-3380](#) Conduct a public hearing and consider adopting Ordinance No. 3380 granting Crown Castle USA a Specific Use Permit to replace the expired Interim SUP for the existing cellular monopole tower located at 4515 LBJ Freeway, and take appropriate action.

I. REGULAR AGENDA ITEMS

- I.1 [R2016-060](#) Consider approving Resolution No. 2016-060 amending Resolution No. 2016-037 by establishing the number of members, providing for an ex-officio member, and appointing a member to the Sustainability Committee; 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 16-183 Council may convene into a closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate regarding:

- Discuss the purchase, exchange, lease, or sale of real property located south of Valwood, north of Valley View, west of Webb Chapel, east of Josey Lane.
- Discuss the purchase, exchange, lease, or sale of real property located south of Valwood, north of Valley View, west of Marsh Lane, east of I35.

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.

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

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75234

Staff Report

File Number: 16-174

Agenda Date: 7/12/2016

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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75234

Staff Report

File Number: 16-164

Agenda Date: 7/12/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.2

Receive an update regarding the City Marshal Program.

BACKGROUND:

In 2015, the City Council voted to begin a City Marshal's Office to be more efficient in the service of court processes, clearing outstanding warrants and providing additional building security for the Municipal Court.

DISCUSSION:

Staff will be present to discuss progress achieved during the first few months of the program.

ATTACHMENTS:

1. Marshal's Office Update (Power Point Presentation)

Farmers Branch Marshal's Office

An update of accountability to City Council and
Administration concerning the status of the Marshal's Office



istory

The Farmers Branch Marshal's Office was the product following the analysis of a study conducted in 2014 in regards to the Warrant Officer position.

- ▶ Other Agencies
- ▶ Ordinance #3324 was passed unanimously April 7, 2015
- ▶ Once the ordinance was approved, the creation of a new law enforcement agency began.
- ▶ The agency received approval from The Texas Commission on Law Enforcement (TCOLE) with Kevin Barrett acting as chief administrator.

Setbacks & Obstacles

The court began recruiting for a Chief Marshal and Deputy Marshal

The city appointed Jesus Ramon Jr. as Chief Marshal, and Deputy Marshal's Nicole Rodriguez-Terrell and Gary Elkins.

Preparation (Civilian v. Professionals)

Training of proper warrant service

Transition to the North Texas Emergency Communications Center (NTECC) and the ongoing issues with Harris Radios

Met with solutions and positive attitudes

Chief Marshal Jesus Ramon, Jr.



- ▶ 6 years as United States Air Force Security Police K-9
- ▶ 25 years of experience working for the City of Hurst Police Department.
- ▶ 10 years experience working as Chief Marshal for the City of Hurst Marshal's Office
- ▶ Comes from a family rooted in law enforcement including his brother who retired as a Texas Ranger.
- ▶ Chief Ramon has a Master Peace Officer License

Deputy Marshal Nicole Rodriguez-Terrell



- ▶ Worked for the Dallas Police Department for 10 years
- ▶ Worked a total of 8 years for the City of Farmers Branch as a bailiff while continuing her education.
- ▶ She received a Masters Degree in Library Science.
- ▶ Realizing that her heart was in law enforcement, she returned to Baylor Hospital Police Department for 1 year.
- ▶ Marshal Terrell has returned home to Farmers Branch as Deputy Marshal.
- ▶ Deputy Marshal Terrell possesses a Master Peace Officer License.

Deputy Marshal - (Part-Time)

Gary Elkins



- ▶ Worked for the City of Sachse PD for five years.
- ▶ Elkins made a move to the Farmers Branch Police Department where he worked for 20 years serving Farmers Branch.
- ▶ Elkins retired from the City of Farmers Branch returning to work as the Court Bailiff for the past 5 years.
- ▶ Officer Elkins possesses a Master Peace Officer License and a Court Security Specialist Certification.

Achievements & Success

2016 Warrant Roundup Success

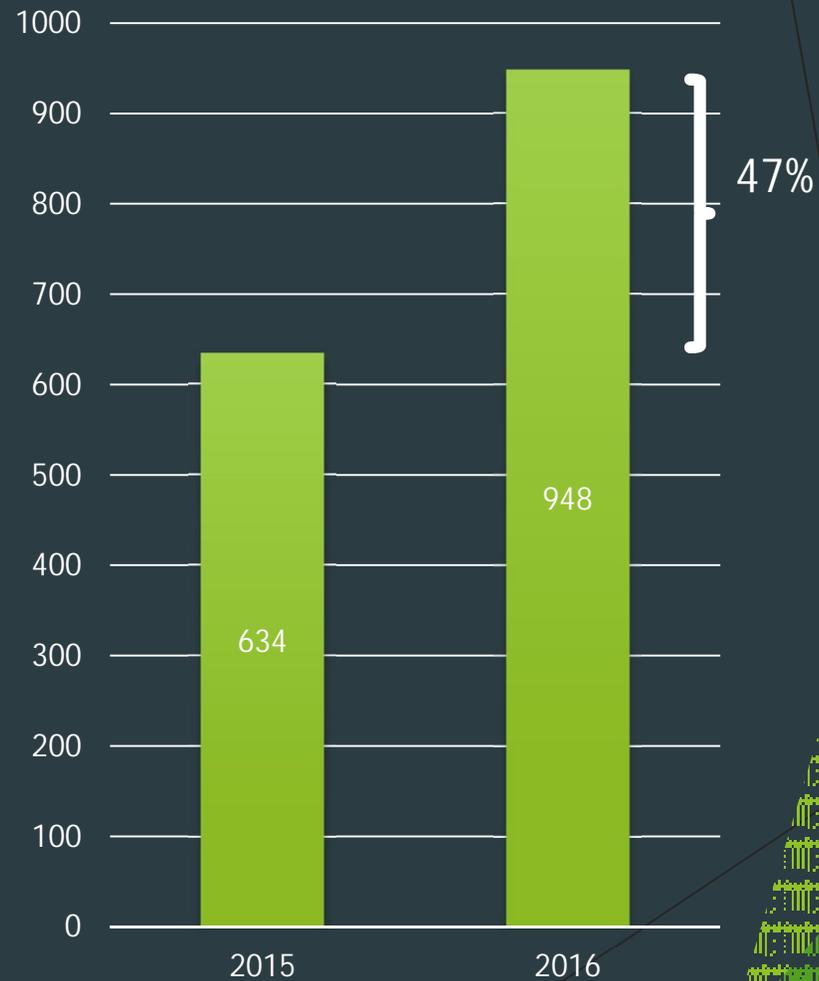
- ▶ Farmers Branch had a 47% increase in the number of warrant clearances during the roundup.
- ▶ Marshal's worked in conjunction with Farmers Branch PD eliminating the need for overtime to be used by the Police Department.

Passed TCOLE Audit in January 2016

The total number of warrants is decreasing correlating to an increase in court revenues.

Prisoner Transfers and Weekend Service

Warrant Roundup



Municipal Court Activity Metrics

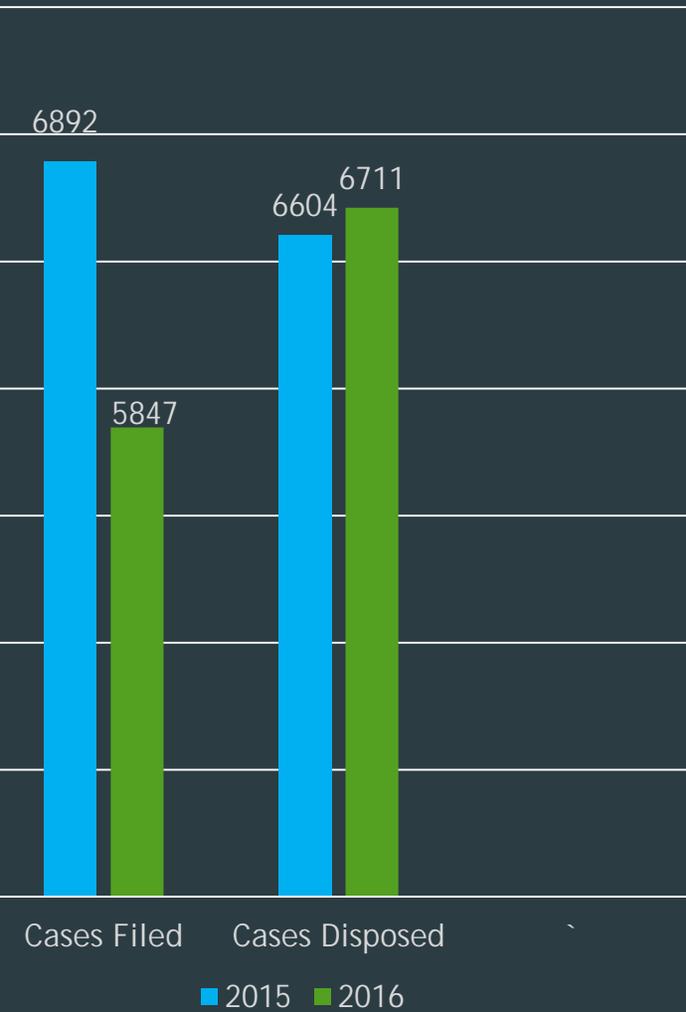
The following slides give a representation of the performance within the Marshal's Office.

Metrics Data Covers:

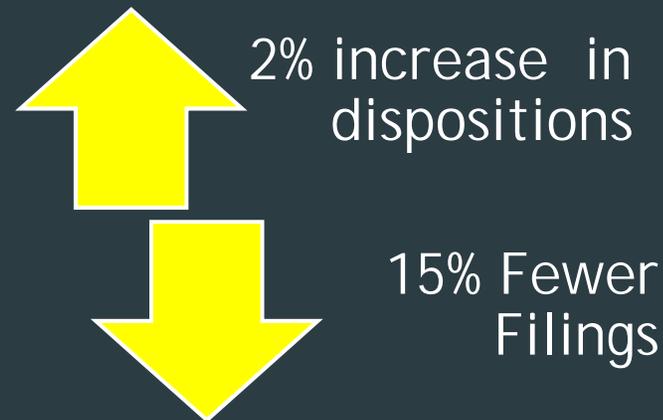
- ▶ February - June 2015
- vs.
- ▶ February - June 2016



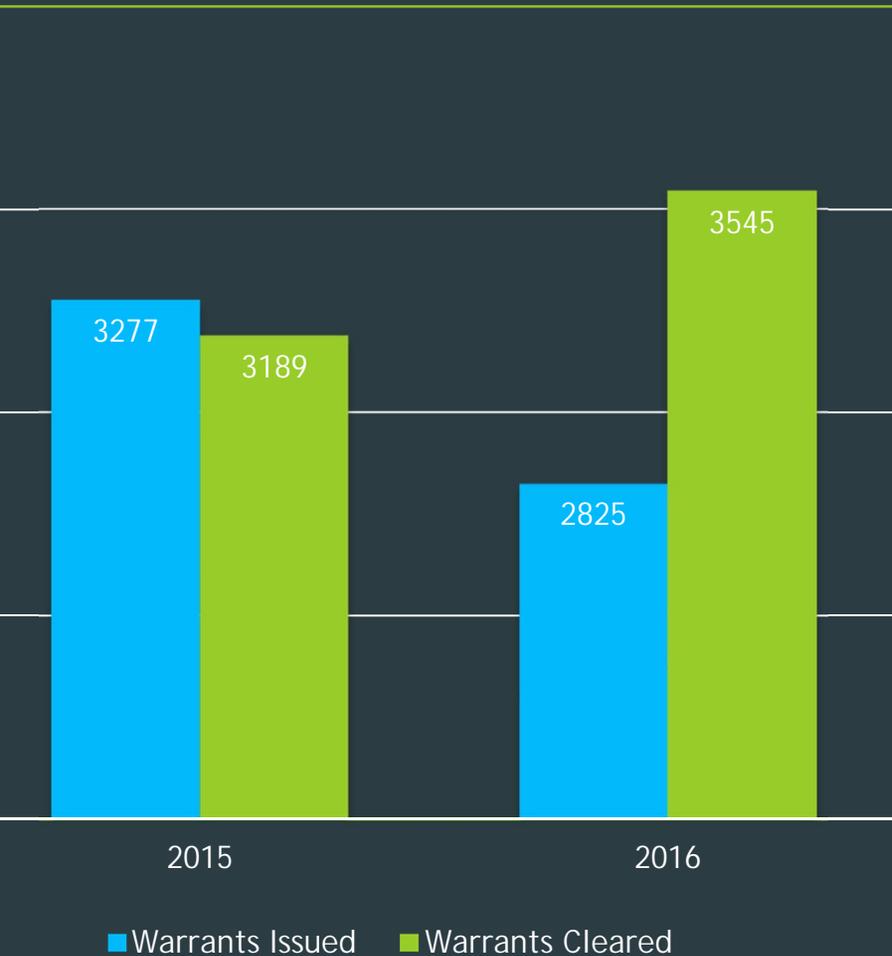
Municipal Court Activity 2015 v 2016



- Trends
- Decline of 15% in the total number of cases filed
- Increase of 2% case dispositions
- Increased output despite decreased input



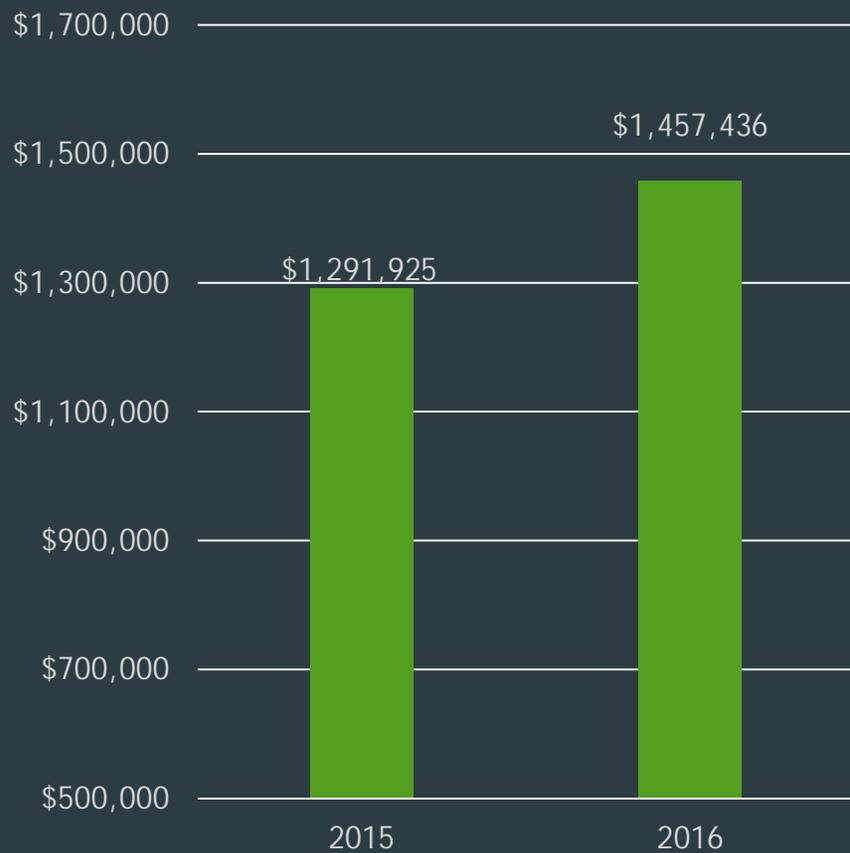
Municipal Court Activity 2015 v 2016



- Courts are adapting
- Finding different methods of dispositions
- Fewer Warrants Issued although more warrants cleared



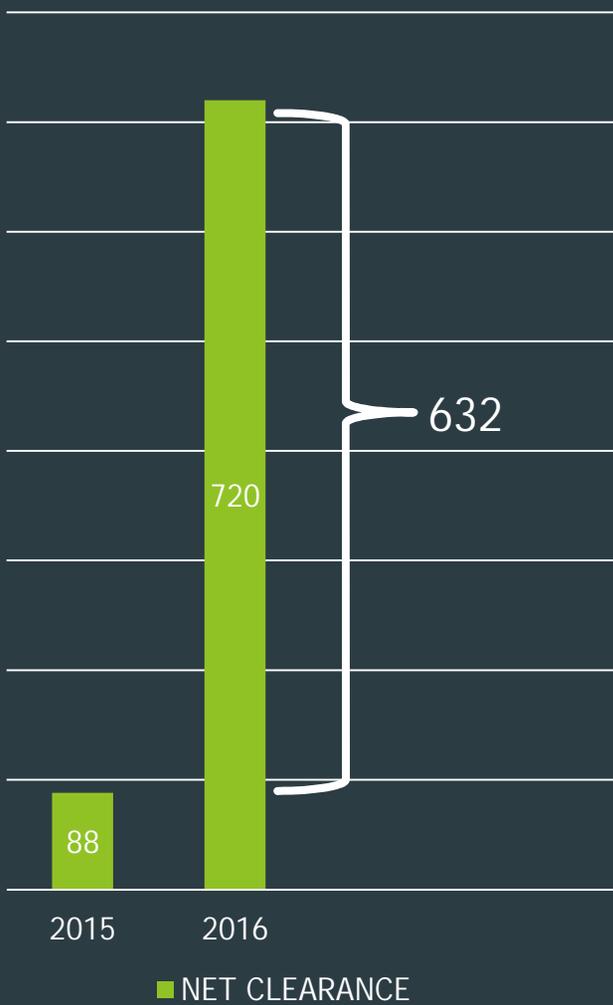
Revenue Impact



As a result in the changes approved by council, we have seen a direct impact on revenue despite a substantial decrease in filings, warrant issuance and alternative means of disposition. In the 5 months recorded so far, revenue increased 13% totaling \$165,500.

Summary and Analysis

NET CLEARANCE



The Marshal's Office is accomplishing it's main goal by decreasing the back log of warrants.

Special Thanks!

The City could not have accomplished the huge task of creating an entirely new law enforcement agency without help from a number of people!

A special thanks to:

- ▶ Farmers Branch Police Department
- ▶ Michael Hastings and Carol Williams of Information Services
- ▶ Whitney Casey and Cindy Slate in Human Resources
- ▶ Frank Dunaway and Kevin Muenchow of Fleet and Facilities
- ▶ City Council



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QUESTIONS?

Kevin D. Barrett, Court Administrator

3723 Valley View Lane

Farmers Branch, Texas 75244

Kevin.Barrett@farmersbranchtx.gov

972.919.9332



City of Farmers Branch

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75234

Staff Report

File Number: 16-186

Agenda Date: 7/12/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.3

Review and discuss Code Enforcement Efforts.

BACKGROUND:

At the City Council retreat held on June 10, 2016, City Council advised City Administration to bring forward a new Code Enforcement Program.



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Staff Report

File Number: 16-187

Agenda Date: 7/12/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.4

Receive an update regarding the status of State of Texas vs Jeff Fuller.



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Staff Report

File Number: 16-189

Agenda Date: 7/12/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.5

Receive an update regarding Farmers Branch Police Department response in support of the Dallas Police Department and an update on the security improvements at the Justice Center.

BACKGROUND:

This agenda item was requested by Deputy Mayor Pro Tem Reyes.



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Staff Report

File Number: 16-175

Agenda Date: 7/12/2016

Version: 1

Status: Study Session

In Control: City Council

File Type: Report

Agenda Number: A.6

Discuss agenda items for future City Council meetings.



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Staff Report

File Number: 16-179

Agenda Date: 7/12/2016

Version: 1

Status: Ceremonial

In Control: City Council

File Type: Report

Agenda Number: C.1

Presentation of the Regional Cooperation Award received from North Central Texas Council of Governments to City of Farmers Branch for the North Texas Emergency Communications Center (NTECC) Project.

BACKGROUND:

This award honors local governments which promote coordination and cooperation to solve regional problems; which do not allow jurisdictional boundaries to be barriers to solutions; and which demonstrate that joint projects can provide better use of resources as well as quality service.

The North Central Texas Council of Governments has presented this award to City of Farmers Branch as an annual award recognizing the cooperative regional efforts of local government for the NTECC Project.



City of Farmers Branch

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Staff Report

File Number: 16-181

Agenda Date: 7/12/2016

Version: 1

Status: Ceremonial

In Control: City Council

File Type: Report

Agenda Number: C.2

Presentation to the Farmers Branch Economic Development and Tourism Department for the Certificate of Achievement for Economic Excellence Award from the Texas Economic Development Council.

BACKGROUND:

In an effort to continue strengthening the knowledge and skills of economic development professionals and volunteers throughout the state, the Texas Economic Development Council has instituted its Economic Excellence Recognition Program. In order to qualify, economic development agencies must attain a minimum of score in such areas as professional development, organizational effectiveness, planning and economic impact studies, and special/compliance training by its governing body.

THIS PROGRAM HAS THE FOLLOWING OBJECTIVES:

- * Provide recognition to Economic Development agencies that meet a desired threshold of professionalism.

- * Encourage professional staff membership and involvement in Texas Economic Development Community.

- * Encourage agency Board member attendance at TEDC training opportunities.

- * Continue to underscore TEDC as the pre-eminent organization advocating professional economic development in Texas.



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Staff Report

File Number: 16-182

Agenda Date: 7/12/2016

Version: 1

Status: Ceremonial

In Control: City Council

File Type: Procedural Item

Agenda Number: C.3

Presentation of a service award to Randy Walhood for fifteen years (15) of service at City of Farmers Branch.

BACKGROUND:

Randy Walhood began his employment with the City of Farmers Branch in 2001 as a Project Manager for the Engineering Department. In July of 2010 Randy became the Utilities Superintendent for the Public Works Department and in September 2013 he became the Director of Public Works. Over the years, he has been responsible for multimillion dollar capital improvement projects, overseeing the Public Works Department including the streets, utilities and solid waste divisions, and development issues. He also assists city staff with planning and zoning, economic development, and capital projects related to the Fire and Park Departments.

Randy's interest in government began when he was just out of Mississippi State University and began his career with the City of Arlington in 1983 to 1990 as a Civil Engineer. He then moved to the City of Carrollton and held several positions in the Engineering Department during his tenure there from September 1990 to July 2001.

Randy is married to his wife Sharon of 13 years and on his leisure time enjoys skeet shooting and stays involved with the Grand Prairie Gun Club.

Randy has a great sense of humor. He cares about people and it shows as his department delivers exceptional customer service. He is definitely an asset to the City of Farmers Branch, not only for his experience, skills and leadership, but also for his perfect locks of wavy hair.



City of Farmers Branch

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Staff Report

File Number: 16-184

Agenda Date: 7/12/2016

Version: 1

Status: Ceremonial

In Control: City Council

File Type: Report

Agenda Number: C.4

Consider Board and Commission appointments; and take appropriate action.

BACKGROUND:

With the most recent appointment process, an alternate member (Mike DelValle) was appointed as a regular member of the Zoning Board of Adjustment/Code Board of Appeals. This action creates an alternate member vacancy for an unexpired term. The Senior Advisory Board had an alternate member (Beth Ferrell) appointed as a regular member, which creates a vacancy. As vacancies occur, City Council may appoint members to fill any open positions(s) on a Board or Commission.

DISCUSSION:

The City received four (4) applications for Zoning Board of Adjustment/Code Board of Appeals. The following applicants have met all background requirements, and are eligible to serve:

- Robin Bernier
- Paul Heller
- Wanda Barker
- Robin Dridge

The City received four (4) applications for Senior Advisory Board. The following applicants have met all background requirements, and are eligible to serve:

- Naomie Fuls
- Lyndia Mills (*Also serves on Community Watch*)
- Ray Mills (*Also serves on Community Watch*)
- Joan Oshea

RECOMMENDATION:

City Administration recommends selecting one individual that is a Farmers Branch resident, who meets all Board and Commissions background requirements, be appointed to serve on the Zoning Board of Adjustment/Code Board of Appeals and the Senior Advisory Board to fill an unexpired term.

ATTACHMENTS:

1. Board Member List - ZBA/Code Board of Appeals
2. Board Member List - Senior Advisory Board

ACTION:

1. Move to appoint _____ as Alternate Position on ZBA/Code Board of Appeals and appoint _____ as Alternate Position, on the Senior Advisory Board.
2. Move to take no action and seek more applicants to fill the vacancy.



**FARMERS
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**ZONING BOARD OF ADJUSTMENT
CODE BOARD OF APPEALS**

Place	Name
1	Mike DelValle
2	John Tarleton
3	Glenn Douglass
4	Jonathan Smith
5	Michael Rogan
6 (alt)	Vacant
7 (alt)	David Griggs



FARMERS
BRANCH

RECEIVED

MAY 10 2016

CITY SECRETARY'S OFFICE

APPLICATION
BOARDS AND COMMISSIONS

NAME: Robin Dridge WORK NUMBER: 972-484-9454

ADDRESS: 13206 Castleton Dr. HOME NUMBER: same

E-mail Address: ~~gabridge@att.com~~

Spouse's Name (optional): _____

Resident of Farmers Branch 31 years. Registered Voter? Yes # _____ No

If less than 2 years: prior address _____ Length _____

Occupation: business owner / writer

Employer: self

Address (optional): same

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

List memberships of any Civic Organizations:

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

Run a company for 32 yrs - BS in Management

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

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



FARMERS
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APPLICATION
BOARDS AND COMMISSIONS

NAME: Paul S. Heller WORK NUMBER: _____

ADDRESS: 13806 Wooded Creek Dr. PB#5244 HOME NUMBER: 972-620-1703

E-mail Address: ~~_____~~ ~~_____~~

Spouse's Name (optional): _____

Resident of Farmers Branch 24 years. Registered Voter? (Yes) # _____ No

If less than 2 years: prior address _____ Length _____

Occupation: retired

Employer: _____

Address (optional): _____

If any previous Board or Commission experience (in any City), state details:
none

List memberships of any Civic Organizations:
Public Citizen, PFAW, Branch Forum, Sierra Club, American Constitution Society, DMA,

List any particular qualifications which you think might be beneficial in serving on a board
Extensive experience as Election Judge

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

- _____ ANIMAL SHELTER ADVISORY COMMITTEE (2 Year Term)
- _____ METROCREST HOSPITAL AUTHORITY (2 Year Term)
- 2nd choice _____ LIBRARY BOARD (2 Year Term)
- _____ PARKS AND RECREATION BOARD (2 Year Term)
- _____ PLANNING AND ZONING COMMISSION (3 Year Term)
- _____ SENIOR ADVISORY BOARD (MUST BE 50 YRS OF AGE OR OLDER) (2 Year Term)
- 1st choice _____ ZONING BOARD OF ADJUSTMENT AND BUILDING CODE BOARD OF APPEALS (2 Year Term)
- _____ HISTORICAL PRESERVATION AND RESTORATION BOARD (2 Year Term)
- _____ INDUSTRIAL DEVELOPMENT CORPORATION (6 Year Term)
- _____ HOUSING FINANCE CORPORATION (6 Year Term)
- _____ VALWOOD IMPROVEMENT AUTHORITY (MUST BE LANDOWNER IN VALWOOD IMPROVEMENT DISTRICT) (2 Year Term)
- _____ COMMUNITY WATCH COMMITTEE (2 Year Term)
- _____ FAMILY ADVISORY BOARD (3 Year Term)
- 2nd choice _____ SUSTAINABILITY COMMITTEE (3 Year Term)

MAY 10 2016



FARMERS
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CITY SECRETARY'S OFFICE

APPLICATION
BOARDS AND COMMISSIONS

NAME: Wanda Barker WORK NUMBER: 972-968-4315
ADDRESS: 2838 Barmine Way HOME NUMBER: ~~972-968-4315~~
E-mail Address: ~~wbarker@farmersbranch.com~~ @ ~~farmersbranch.com~~

Spouse's Name (optional): _____

Resident of Farmers Branch 46 years. Registered Voter? Yes # No
If less than 2 years: prior address _____ Length _____

Occupation: Secretary

Employer: C-FBISD

Address (optional): 2427 Carnick St.

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

List memberships of any Civic Organizations:
9th Citizens Academy - Dept of Public Safety Citizens Academy
FBranch Citizens Academy - Carrollton Police Citizens Academy

List any particular qualifications which you think might be beneficial in serving on a board
8-10 years on Community Watch - C.O.P. Program

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

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



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SENIOR ADVISORY BOARD

Place	Name
1	Harry Currie, Jr.
2	Lynn Ainsworth
3	George Neil Thomas
4	Joe Wallen
5	James Rice
6	Beth Ferrell
7	Jonette Henderson
8	Martha Talavera
9	Al Owens
10	Dale Shaffer
11	Tom Wooldridge
12	David Crozier
13 (alt)	Sharon Aston
14 (alt)	Vacant



FARMERS
BRANCH

SCANNED

APR 28 2016

APPLICATION
BOARDS AND COMMISSIONS

CITY MANAGER'S OFFICE

NAME: NAOMIE R. FULS WORK NUMBER: _____

ADDRESS: 3622 FORE CIRCLE HOME NUMBER: 972 484 9399

E-mail Address: ~~XXXXXXXXXX@XXXXXXXXXX~~

Spouse's Name (optional): JOHN F. FULS

Resident of Farmers Branch 42 years. Registered Voter? Yes # ~~XXXXXXXXXX~~ No

If less than 2 years: prior address _____ Length _____

Occupation: RETIRED

Employer: _____

Address (optional): _____

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

List memberships of any Civic Organizations:
FARMERS BRANCH WOMANS CLUB - FARMERS BRANCH RECREATION CENTER

List any particular qualifications which you think might be beneficial in serving on a board
BEEN A VOLUNTEER AT FARMERS BRANCH SENIOR CENTER - TAUGHT SUNDAY SCHOOL - PLAY VOLLEYBALL EVERY WEEK AT RECREATION CENTER ^{FOR 10 YEARS}

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

- ANIMAL SHELTER ADVISORY COMMITTEE (2 Year Term)
- METROCREST HOSPITAL AUTHORITY (2 Year Term)
- LIBRARY BOARD (2 Year Term)
- PARKS AND RECREATION BOARD (2 Year Term)
- PLANNING AND ZONING COMMISSION (3 Year Term)
- SENIOR ADVISORY BOARD (MUST BE 50 YRS OF AGE OR OLDER) (2 Year Term)
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- INDUSTRIAL DEVELOPMENT CORPORATION (6 Year Term)
- HOUSING FINANCE CORPORATION (6 Year Term)
- VALWOOD IMPROVEMENT AUTHORITY (MUST BE LANDOWNER IN VALWOOD IMPROVEMENT DISTRICT) (2 Year Term)
- COMMUNITY WATCH COMMITTEE (2 Year Term)
- FAMILY ADVISORY BOARD (3 Year Term)
- SUSTAINABILITY COMMITTEE (3 Year Term)



FARMERS
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RECEIVED

MAY 12 2016

APPLICATION
BOARDS AND COMMISSIONS

CITY MANAGER'S OFFICE

NAME: LYNDIA K. MILLS WORK NUMBER: ~~972 241 7~~

ADDRESS: 12612 SUNGLOW LN HOME NUMBER: 972 241 7145

E-mail Address ~~lyndia.mills@cityofirving.com~~ @ ~~cityofirving.com~~

Spouse's Name (optional): MARTIN "RAY" MILLS

Resident of Farmers Branch 5 years. Registered Voter? (Yes #) No

If less than 2 years: prior address _____ Length _____

Occupation: RETIRED

Employer: _____

Address (optional): _____

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

List memberships of any Civic Organizations:

DES (NO LONGER)

VFW (" ")

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

AM INTERESTED IN KEEPING OUR CITY CLEAN & CRIME

FREE. ALSO AM A MEMBER OF FB COP PROGRAM. FB DANCE

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

CLUB

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



FARMERS
BRANCH

RECEIVED

MAY 12 2016

APPLICATION
BOARDS AND COMMISSIONS

CITY MANAGER'S OFFICE

NAME: RAY MILLS WORK NUMBER: _____

ADDRESS: 12412 SONGLOW LN HOME NUMBER: 972 241 7145

E-mail Address: ~~_____~~ @ ~~_____~~

Spouse's Name (optional): LYNDIA K. MILLS

Resident of Farmers Branch 47 years. Registered Voter? (Yes #) No

If less than 2 years: prior address _____ Length _____

Occupation: RETIRED

Employer: _____

Address (optional): _____

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

List memberships of any Civic Organizations:

List any particular qualifications which you think might be beneficial in serving on a board
FBP COP PROGRAM - 9yr
U.S. ARMY FB DANCE CLUB

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

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



FARMERS
BRANCH

RECEIVED

JUN 06 2016

BOARDS AND COMMISSIONS
APPLICATION

CITY MANAGER'S OFFICE

NAME: Joan O'Shea WORK NUMBER: Retired
 ADDRESS: 29157 Longmeade Dr. HOME NUMBER: 972-484-3600
 E-mail Address: ~~joan.oshea@farmersbranch.com~~ @ ~~farmersbranch.com~~
 Spouse's Name (optional): Daniel
 Resident of Farmers Branch 36 years. Registered Voter? Yes # _____ No
 If less than 2 years: prior address _____ Length _____
 Occupation: BETIRED TEACHER
 Employer: _____
 Address (optional): _____
 If any previous Board or Commission experience (in any City), state details:

List memberships of any Civic Organizations:

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

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

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



City of Farmers Branch

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

Staff Report

File Number: 16-176

Agenda Date: 7/12/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Report

Agenda Number: G.1

Consider approving minutes of the regular City Council meeting held on June 21, 2016; and take appropriate action.



City of Farmers Branch

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

Meeting Minutes

City Council

Tuesday, June 21, 2016

6:00 PM

Council Chambers

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

- Presiding** 1 - Mayor Pro Tem Harold Froehlich
- Present:** 4 - Mayor Pro Tem Harold Froehlich, Council Member John Norwood, Council Member Terry Lynne, Deputy Mayor Pro Tem Ana Reyes, Council Member Mike Bomgardner
- Absent:** 1 - Mayor Bob Phelps
- Staff:** 20 - Charles Cox City Manager, John Land Managing Director, Amy Piukana City Secretary, Pete Smith City Attorney, Shawna Eikenberry Assistant to the City Manager, Deputy Police Chief David Hale, LaJeana Thomas Executive Assistant Administration, 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, Rachael Johnson Assistant to City Manager, Jeff Harting Parks and Recreation Director, Miguel Gauna Animal Services Manager, Steve Parker Fire Chief, Gabe Vargas Deputy Fire Chief, Tim Dedear Fire Marshall, Brian Beasley Director of Human Resources

A. STUDY SESSION

Deputy Mayor Pro Tem Froehlich called the meeting to order at 3:00 p.m.

A.1 16-161 Discuss regular City Council meeting agenda items.

Council Member Norwood asked regarding Agenda Item H.1, if the applicant has withdrawn his application permanently, or temporarily. Community Services Director Andy Gillies explained he anticipates the applicant will come back in the next couple of months, noting he is still working out details. Deputy Mayor Pro Tem Reyes asked regarding Agenda Item G. 3, (appointing Faye Moses Wilkins to DART Board of Directors), if Ms. Wilkins will attend the meeting and provide an update. Mr. Cox explained Ms. Wilkins is unable to attend tonight, however; August would be the soonest she could attend. City Council advised City Administration to table the item to the August City Council meeting, when she is able to attend and provide an update. Mayor Pro Tem Froehlich noted under Ceremonial Items, City Council will be appointing members to fill vacancies noting the city received approximately 133 applicants to serve on various board and commissions and that a slate list will be proposed tonight for action. Deputy Mayor Pro Tem Reyes advised City Administration to amend the resolution to increase the Sustainability Committee from 9 members to 10 members at the next City Council meeting.

A.2 [16-166](#) Receive a presentation from PYRO Brand Development on City marketing and branding key findings and discuss future direction.

Assistant to City Manager Rachael Johnson introduced John Bedard with PYRO Brand Development regarding the City marketing and branding. Mr. Bedard reviewed the mission, process, brand audit report, brand audit focus, stakeholder interviews, strengths, weaknesses, opportunities, threats, and secondary research (Generational Comparisons) including target age groups. Mr. Bedard further reviewed a resident survey, brand strategy, noting the characteristics of a strong brand promise. Mr. Bedard explained the brand vision, positioning, and target audience. He further reviewed the role of personality, traits, drivers, and brand affiliation (Ego Promise).

Mr. Bedard reviewed the City of Farmers Branch Brand Promise:

Brand Vision – *Our highest calling*

Brand Positioning – *Our rational promise*

Brand Personality – *Our emotional promise*

Brand Affiliation – *Our ego promise*

The City of Farmers Branch Brand Promise is:

Brand Vision – *Nurturing a connected community.*

Brand Positioning – *To people who want to be surrounded by nature in the heart of the city, Farmers Branch is the way of life that inspires a sense of community in a variety of engaging settings.*

Brand Personality – *Vibrant and Creative.*

Brand Affiliation – *Family friendly, passionate and community focused.*

Council Member Bomgardner asked about the demographic targets. Mr. Bedard replied the demographic target range is the 25-44 year old age group.

Council discussed the steps, survey responses, age group response, and asked if metrics have been determined, that will measure success.

Mr. Bedard noted currently the team is reviewing how metrics will be utilized to measure success. He further stated he will follow up with the results, once obtained.

Council Member Norwood asked if the branding would be utilized within the city's website. Mr. Bedard confirmed, the plan is to coordinate this campaign with the city's website, noting website review is scheduled to begin October 1, 2016.

A.3 [16-169](#) Review and discuss Code Enforcement Issues.

Community Services Director Andy Gillies noted the City had a retreat and noted Code Enforcement is now utilizing door hangers as notifications, adding more specifics to violation notices and will work with software vendors to integrate photographs. Mr. Gillies stated he will move forward with repeat offenders on a more aggressive approach. He further stated Code Enforcement after hour presence would increase during after-hours and weekends.

Resident Gail Airoidi spoke regarding her citation, stating she never received a notice of violation. She asked that the City consider using door hangers and certified mail notices. Ms. Airoidi explained the City has an older population, and asked City Council to provide more compassion to elderly residents in regards to fines. She further stated the City needs to provide information to those that need assistance.

Council Member Lynne provided a Beautify the Branch PowerPoint presentation. Mr. Lynne explained the program would have code review, education, and communication. He further stated the City could have a citizen review committee that reviews and update codes, objectives, goals, priorities and measures success. He further stated the City could have a Code Ambassador Program similar to the Citizens on Patrol. Mr. Lynne asked that language on forms be updated to provide specific needs on violations. Mr. Lynne asked that a proactive approach to include knocking on doors to provide better customer service and to consider educating the public through a Town Hall meeting. He asked that the City consider education booths at special events, website information, water bill inserts, and provide available resources for those in need of assistance with their property.

Deputy Mayor Pro Tem Froehlich asked that City Administration provide an update regarding Code Enforcement. Mr. Gillies asked for Council's consensus regarding Code Enforcement noting steps are being taken to make it better. Council Member Bomgardner explained the program isn't broken and disagrees with the creation of a committee. He further explained the City needs clear communication to fix these issues and feels the steps Mr. Gillies mentioned will lead us in the right direction.

Deputy Mayor Pro Tem Reyes thanked Code Enforcement for their assistance, agreeing with Council Member Bomgardner that we should increase communication and education noting she wants to review the number of notices prior to citations being issued. Mr. Cox explained the correction notice process, noting some of these cases can take up to 60 days to reach court. He explained high grass (vegetation) can quickly get out of control, noting one correction notice a year helps alleviate these types of issues.

City Attorney Pete Smith explained common sense is the best approach. He noted the City abides by State Law. He noted the City must treat everyone equal and cannot treat rental properties differently.

Deputy Mayor Pro Tem Reyes asked if the correction notice is bold enough and explains no other notices will be provided for this violation throughout the year. Mr. Pender explained language can be added to the correction notice. The City Attorney explained the Municipal Court can send out a direct notice regarding fees owed, however; costs would be incurred with this option.

Council Member Bomgardner asked if vegetation fines could be reviewed by the City Council. The City attorney explained the Ordinance sets the maximum fine and the Judge sets the window fines. The City Attorney explained you can compare window fines on various code violations to make sure you are not over charging.

Council agreed to review the Municipal Court window fines at a future City Council meeting.

City Manager Cox agreed to provide an update at the July 12, 2016, City Council meeting.

City Council recessed at 4:50 p.m., for a break.

Mayor Pro Tem Froehlich skipped to Executive Session Agenda Item, J.1 and convened in closed executive session at 4:55 p.m.

- J.1** [16-171](#) City Council may convene into executive session pursuant to Texas Government Code Section 551.072 to deliberate regarding:
- Discuss the purchase, exchange, lease, or sale of real property located north of 635, south of Valwood, east of I35 and west of Webb Chapel.
- Council may convene into a closed executive session pursuant to Section 551.071 of the Texas Government Code to deliberate regarding:
- Discuss contemplated and pending litigation and/or administrative proceedings relating to Ana Henriquez verses Farmers Branch, Texas, a municipality, Officer Ken D. Johnson, in his individual and official capacity Civil Action No. 3-16CVO868-M United States District Court for the Northern District of Texas; and
 - Discuss contemplated and pending litigation and/or administrative proceedings relating to Eva Arevalo v. City of Farmers Branch, Texas, Civil Action No. 3:16-cv-01540-D United States District Court for the Northern District of Texas.
- A.4** [16-163](#) **Receive an Update from Citizen Bond Committee Chairperson Michelle Holmes.**

Assistant to City Manager Shawna Eikenberry introduced Bond Committee Chair Michelle Holmes. Ms. Holmes noted the Citizen Bond Committee was established by the Mayor and City Council in February 2016 and consists of 17 appointees. Ms. Holmes explained committees have met weekly and created six (6) subcommittees that meet twice per month in addition to our monthly Bond Committee meeting. These Subcommittees include Arts & Culture, Communications, Economic Development Commercial, Economic Development Residential, Parks and Recreation, and Public Safety. Initially, there were at least 40 projects for consideration. Many of those items were determined to be program related vs. bond proposals/projects. Ms. Holmes noted the Committee was able to reduce the number of projects to 15, and will reduce again to 3-5 projects by August, 2016. Ms. Holmes announced two listening meetings are scheduled July 19, 2016 at 2 p.m. at Farmers Branch Senior Center, and July 19, 2016, at 7 p.m. at the Farmers Branch Recreation Center. She further stated more information is available online by visiting farmersbranchtx.gov/bond.

Mayor Pro Tem Froehlich thanked Ms. Holmes for her dedication and work with the Bond Committee.

A.5 [16-159](#) **Discuss City Council FY '17 Budget Priorities.**

City Manager Charles Cox confirmed with the City Council that the following are FY 2017 budget priorities: funding for trails, economic development and comp study. City Council agreed these are the main budget priorities.

Deputy City Manager Froehlich asked staff to consider reducing the tax rate by half cent or $\frac{3}{4}$ of a cent. Council Member Bomgardner replied that we need to look at the economy noting this could become an issue in the future with a setback that might cause us to raise taxes. Council Member Bomgardner advised City Administration to change language to infrastructure development and redevelopment. He further stated, he would like a minimum of 10% of the increase be kept and put aside for future funding for redevelopment when we need it.

Council Member Lynne asked if the EDC funds could be used for demo rebuild projects. Mr. Cox replied, stating EDC funds can be used to attract businesses or can be used for a demo rebuild project.

Council Member Norwood asked when the tax rate is set. Mr. Cox replied the tax roll is certified July 25th, and the tax rate and budget are adopted at the second meeting in August.

City Council advised City Administration to provide a tax rate graph showing history of the past few years.

A.6 [16-157](#) **Discuss City Council liaison appointments.**

City Manager Charles Cox reviewed the 2016-17 City Council Liaison Chart noting the following:

TML Liaison – Mayor Phelps and Council Member Lynne
Metrocrest Social Services – Council Member Bomgardner
Senior Advisory Board – Council Member Lynne
Sister City Program – Council Member Norwood
Metroplex Mayors Committee – Mayor Pro Tem Froehlich
Municipal Judge Committee – Council Member Lynne
Travel Expense Review Committee – Council Member Lynne
Metrocrest Hospital Authority – Council Member Lynne
Metrocrest Medical Foundation – Council Member Reyes
Metrocrest Community Clinic – Mayor Pro Tem Froehlich

A.7 [16-167](#) **Discuss City Council meeting dates for Calendar Year 2016-17.**

Council discussed City Council dates for January 2017. After discussion, City Council advised staff to revise the meeting dates to January 10, 2017 and January 24, 2017.

A.8 [16-162](#) **Discuss agenda items for future City Council meetings.**

Deputy Mayor Pro Tem Froehlich asked for a Code Enforcement update at the July 12, 2016, City Council meeting. Council Member Norwood asked for an update regarding Oakbrook. Council Member Norwood asked for Comp Study dates. Human Resource Director Brian Beasley stated the results will be provided at the August City Council meeting. Mayor Pro Tem Froehlich asked for an update regarding street lighting coloring. Public Works Director Randy Walhood explained Oncor provides street lights and noted they are using more energy efficient bulbs. He further stated they are on a replacement system.

City Council skipped to Agenda Item J.1, Executive Session. Mayor Pro Tem Froehlich recessed into closed executive session at 5:40 p.m.

J. EXECUTIVE SESSION

J.1 [16-171](#) City Council may convene into executive session pursuant to Texas Government Code Section 551.072 to deliberate regarding:

- Discuss the purchase, exchange, lease, or sale of real property located north of 635, south of Valwood, east of I35 and west of Webb Chapel.

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

- Discuss contemplated and pending litigation and/or administrative proceedings relating to Ana Henriquez verses Farmers Branch, Texas, a municipality, Officer Ken D. Johnson, in his individual and official capacity Civil Action No. 3-16CVO868-M United States District Court for the Northern District of Texas; and
- Discuss contemplated and pending litigation and/or administrative proceedings relating to Eva Arevalo v. City of Farmers Branch, Texas, Civil Action No. 3:16-cv-01540-D United States District Court for the Northern District of Texas.

Deputy Mayor Pro Tem Froehlich recessed from Executive Session at 5:59 p.m.

Mayor Pro Tem Froehlich called the Regular Meeting to order at 6:03 p.m.

B. INVOCATION & PLEDGE OF ALLEGIANCE

Council Member Norwood provided the Invocation and Council Member Lynne led the Pledge of Allegiance.

C. CEREMONIAL ITEMS

- C.1 [16-165](#) Consider annual Board and Commission appointments; and take appropriate action.

Motion made by Council Member Bomgardner to appoint the following slate list of Board and Commission members below.

Animal Adoption Committee:

Terry Ford, DVM
Roxann Lovseth
Louise Henning

Community Watch:

Jeremiah Ellis
Mary Jo Francis
Bruce Gregory
Debbie Lehman
Lyndia Mills
Ray Mills
Al Owens

Family Advisory:

Ann Christman
Dawn Ramos
Lauren Rangel (*Youth*)
Elizabeth Seastrom (*Youth*)

Historical Preservation & Restoration Board:

Scott Ames
Ann Christman
Clare Connally
Marjorie Cutler
Carol Dingman
Connie Hardy

Library Board:

Ginny Welch
Andy Olivo
Linda Curry
Jennifer Allen
Bonnie Potraza
Abby Rojas

Parks and Recreation:

Adriane Young
Robert Dye
Nic Rady
Ernest Tiller
Sarah Langhorst
Robert Stewart
**Margaret Young – Park Board Emeritus Position*

Planning and Zoning Board:

Chris Brewer
David Moore
Cory Plunk

Senior Advisory Board:

James Rice
Martha Talavera
Harry Currie, Jr.
Beth Ferrell
Jonette Henderson
Dale Shaffer
Sharon Aston - *Alt*
David Crozier - *Alt*

Sustainability Committee:

Craig Belanger
Jonas Greene
David Griggs
Micah Harleaux

Robert ter Kuile (Chair)
Charles Lawless
Patricia Link
Margie Marshall
Jeffrey Prutz

Zoning Board of Adjustment & Building Code Board of Appeal:

Mike Del Valle
Glenn Douglass
Jonathan Smith
David Griggs – *Alt*

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

D. REPORT ON STUDY SESSION ITEMS

Council Member Bomgardner provided a report on Study Session items.

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

City Manager Charles Cox provided the City Manager's report and announced the following items of community interest:

The cities of Farmers Branch, Carrollton, Coppell and Addison were the recipients of the North Central Texas Council of Government's William J. Pitstick Regional Excellence Award for the many examples of regional cooperation, exemplified by the NTECC project.

The Tastes & Tunes summer food truck concert series has proved more popular than ever with last week's big kickoff event. The food truck concert series returns to The Grove next week on Thursday, June 30 with the Mowtown sounds of "All Funk Radio Show." A variety of food trucks will be on hand during the event from 6 until 9 p.m. that evening. Admission is free. The series concludes July 21 with the Texas sounds of "Lone Star Attitude." Visit fbspecialevents.com.

The Council-appointed Citizen Bond Committee is inviting residents to one of two – or both – "Listening Meetings" scheduled for Tuesday, July 19 at 2 p.m. at the Senior Center and at 7 p.m. at the Community Recreation Center. The Committee is hoping to get insight from residents on their preferences for possible bond issues for a 2017 ballot. Anyone with ideas for a bond issue should visit farmersbranchtx.gov/bond.

The Farmers Branch Independence Day Celebration is coming up on Sunday, July 3 with the annual Red, White and Blue festivities at the Farmers Branch Historical Park. Gates will open at 6:30 p.m. and admission is free. There will be a concert from the band "Inside Out" along with a free KidZone area, historical structure tours, Uncle Willie's Pie Eating Contest and concessionaires selling fan favorites. The traditional low-level fireworks show will

conclude the festivities after dark. Please be aware that this is a popular event and if the park reaches capacity, the gates will be closed so early arrival is recommended. Find out more at fbspecialevents.com.

Please note that most Farmers Branch offices and facilities will be closed on Monday, July 4th for the Independence Day holiday, however; the garbage and recycling schedule will run on the normal schedule. Facility exceptions include the Community Recreation Center and Margaret Young Natatorium, both open from 6 a.m. until 5 p.m.; the Historical Park, open from 8 a.m. to 5 p.m. and the Frog Pond, open from 12 noon until 6 p.m.

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

There was no one that wished to speak under citizen comments.

G. CONSENT ITEMS

- G.1** [16-160](#) Consider approving minutes of the regular City Council meeting held on June 7, 2016, and Special Called meeting held on June 10, 2016; and take appropriate action.
- G.2** [16-170](#) Consider excusing the absence of Mayor Bob Phelps from the June 10, 2016, Special Called City Council meeting; and take appropriate action.
- G.3** [R2016-055](#) Consider approving Resolution No. 2016-055, re-appointing Faye Moses Wilkins to the DART Board of Directors; and take appropriate action.
This item was tabled.

Motion made by Council Member Reyes to approve Consent Items G.1, G.2, and tabled Item G.3. 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 HEARING

- H.1** [ORD-3377](#) Conduct a public hearing and consider adopting Ordinance No. 3377 amending Planned Development District 90 (PD-90) for Tract 3 and adopting a Conceptual Site Plan for the property located at 4141 Blue Lake Circle and 4020, 4040, and 4100 McEwen Drive; and take appropriate action. *(The Applicant has withdrawn the application, no action will be taken on this item.)*

No discussion or action was taken on this item.

I. REGULAR AGENDA ITEMS**I.1 [16-172](#) Receive an update regarding Interstate 35 construction project.**

Public Works Director Randy Walhood introduced Kimberly Sims Public Information Manager for I35 Express. Ms. Sims provided a power point presentation and overview of the I35 project.

Council Member Lynne asked if the online communication has been successful with public outreach and if a team speaks at events. Ms. Sims replied they have a team that attends events as requested, and noted online communication and social media has been a huge success for their outreach program.

Deputy Mayor Pro Tem Reyes asked if the funding was for 1.4 million. Ms. Sims states \$4.8 is the total funding necessary for the project. She further explained, these funds were not available, therefore; the project was broken into two phases. Phase one consists of a \$1.4 million dollar project and Phase 2 consists of a \$3.4 million dollar project.

Deputy Mayor Pro Tem Reyes noted there are several overgrown median areas along the I35 Highway. Ms. Sims replied she will follow up with her Maintenance Manager to review the areas of concern.

Mayor Pro Tem Froehlich asked if citizens can link to TXDOT directly from the city's website. Mr. Walhood explained the City has an online link for residents to obtain updates.

City Council recessed into closed Executive Session, Agenda Item J.1 at 6:42 p.m.

J. EXECUTIVE SESSION**J.1 [16-171](#) City Council may convene into executive session pursuant to Texas Government Code Section 551.072 to deliberate regarding:**

- Discuss the purchase, exchange, lease, or sale of real property located north of 635, south of Valwood, east of I35 and west of Webb Chapel.

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

- Discuss contemplated and pending litigation and/or administrative proceedings relating to Ana Henriquez verses Farmers Branch, Texas, A municipality, Officer Ken D. Johnson, in his individual and official capacity Civil Action No. 3-16CVO868-M United States District Court for the Northern District of Texas; and
- Discuss contemplated and pending litigation and/or administrative proceedings relating to Eva Arevalo v. City of Farmers Branch, Texas, Civil Action No. 3:16-cv-01540-D United States District Court for the Northern District of Texas.

K. RECONVENE AND TAKE ANY ACTION AS A RESULT OF EXECUTIVE SESSION.

Motion made by Council Member Bomgardner to authorize the City Manager take such action on behalf of the City as may be reasonable and necessary to purchase, or authorize the purchase of Lot 5, Block C of Farmersdell an Addition to the City of Farmers Branch, Dallas County, Texas also known as 12934 Harrisburg Circle, for a purchase price not to exceed \$105,000.00 plus standard closing and acquisition costs and to sign, and authorize the City's agent to sign such other agreements, documents, and any amendments thereto, as the City Manager, in consultation with the City Attorney, deems reasonable and necessary with respect to the closing of said transaction. 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

Motion by Council Member Lynne that the City Manager be authorized to take such action on behalf of the City as may be reasonable and necessary to purchase, or authorize the purchase of Lot 9, Block B of Farmersdell, an Addition to the City of Farmers Branch, Dallas County, Texas also known as 12904 Holbrook Drive, for a purchase price not to exceed \$115,000.00 plus standard closing and acquisition costs and to sign, or authorize the City's agent to sign, such other agreements, documents, and any amendments thereto, as the City Manager, in consultation with the City Attorney, deems reasonable and necessary with respect to the closing of said transaction. Motion seconded by Deputy Mayor Pro Tem Reyes. 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

Mayor Pro Tem Froehlich reconvened into regular session at 8:26 p.m.

L. ADJOURNMENT

Council Member Bomgardner made a motion to adjourn the meeting at 8:28 p.m. Motion seconded by Deputy Mayor ProTem Reyes. 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: 16-177

Agenda Date: 7/12/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Procedural Item

Agenda Number: G.2

Consider excusing the absence of Mayor Bob Phelps from the June 21, 2016, regular City Council meeting; and take appropriate action.

BACKGROUND:

As a matter of practice, the City Council has excused the absence of a City Council member when a member has a pre noticed excusable absence. By excusing an absence the City Council member is not penalized with using one of the three unexcused absences allowed in the Charter.

DISCUSSION:

The City Council may wish to consider excusing the absence of Mayor Phelps from the June 21, 2016, regular City Council meeting.

RECOMMENDATION:

Approve the excused absence of Mayor Bob Phelps from the June 21, 2016, regular City Council meeting.

ACTIONS:

- 1) Motion to approve the excused absence of Mayor Bob Phelps from the June 21, 2016, regular City Council meeting.
- 2) Motion to deny approval of the excused absence of Mayor Bob Phelps from the June 21, 2016, regular City Council meeting.
- 3) Motion to modify to meet the needs of the Council.
- 4) Motion to table the issue for further study or take no action.



City of Farmers Branch

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

Staff Report

File Number: 16-185

Agenda Date: 7/12/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Report

Agenda Number: G.3

Consider rescheduling the January 2017 City Council meeting dates; and take appropriate action.

BACKGROUND:

City Council discussed at the June 21, 2016, City Council Study Session meeting to move the January 2017 City Council meeting dates to the 2nd and 4th Tuesday, due to Council Member schedule conflicts.

Under the Farmers Branch City Charter, Sec. 2.13 provides that the City Council establishes its regular meeting times. Since only the City Council can set its regular meeting dates, only the City Council, in a regular or special meeting, can authorize cancelling a regular City Council meeting. This action can be done by motion or resolution, and on a case by case basis.

POSSIBLE COUNCIL ACTION:

1. I move the January 2017 meeting dates be rescheduled to January 10, 2017 and January 24, 2017.
2. I move to amend the motion.
3. I move to take no action.



RESOLUTION NO. 2014-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, CHANGING THE MEETING TIMES FOR REGULAR CITY COUNCIL MEETINGS AND STUDY SESSIONS; REPEALING RESOLUTION NO. 2013-042; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Farmers Branch finds desires to change the times of the meetings as established in Resolution No. 2013-042.

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

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

SECTION 2. The Study Session workshop held in conjunction with the regular meetings of the City Council shall commence at 4:00 p.m. Central Time (or as shortly thereafter as reasonably possible) on the date of the regular council meeting or at such later time on that same date as may be determined by the City Council or City Manager.

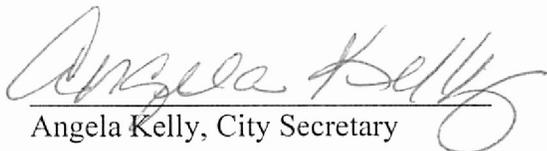
SECTION 3. Resolution No. 2013-042 is hereby repealed.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 18TH DAY OF NOVEMBER, 2014.

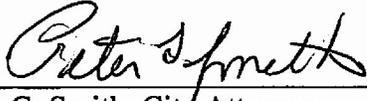
ATTEST:


Angela Kelly, City Secretary

APPROVED:


Bob Phelps, Mayor

APPROVED AS TO FORM:

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

Peter G. Smith, City Attorney
(PGS:11-5-14:TM 69013)



City of Farmers Branch

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

Staff Report

File Number: R2016-061

Agenda Date: 7/12/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.4

Consider adopting Resolution No. 2016-061 authorizing the City Manager to approve the Buy Board purchase of one (1) replacement grapple brush truck for the Public Works Solid Waste Division in an amount not to exceed \$170,919 from MHC Kenworth; and take appropriate action.

BACKGROUND:

The FY2015-2016 Fixed Asset Fund for vehicle/equipment replacement includes one (1) replacement grapple brush truck for the Public Works Solid Waste Division. The vehicle being replaced meets the recommended replacement criteria based on life cycle costs, age, and utilization and supports the Infrastructure and Assets Guiding Principle.

DISCUSSION:

The City of Farmers Branch requested a quotation through City's purchasing program through Buy Board purchasing cooperative. City Administration evaluated the quotation as to meeting specifications and desire to award the purchase of the replacement equipment to MHC Kenworth.

The FY2015-16 budget amount for the grapple brush truck vehicles is \$210,000. The quotation came in \$39,081 under the anticipated budgeted amount.

RECOMMENDATION:

City Administration recommends to approve the purchase of one replacement grapple brush truck from MHC Kenworth through the City's purchasing program through Buy Board budgeted in the FY2015-16 Budget.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution 2016-061 authorizing the City Manager to approve the purchase of one replacement grapple brush truck in the total amount of \$170,919.
2. I move to approve Resolution 2016-061 authorizing the City Manager to approve the purchase of one replacement grapple brush truck in the total amount of \$170,919, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-061
2. Information Memorandum to Council - Grapple Brush Truck
3. Quote Information - Grapple Brush Truck



RESOLUTION NO. 2016-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE PURCHASE ONE REPLACEMENT GRAPPLE BRUSH TRUCK FOR THE PUBLIC WORKS SOLID WASTE DIVISION IN THE TOTAL AMOUNT OF \$170,919 FROM MHC KENWORTH THROUGH BUY BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the FY2015-2016 Fixed Asset budget for vehicle and equipment replacement includes \$210,000 for the purchase of one replacement grapple brush truck for the Public Works Solid Waste Division; and,

WHEREAS, City staff prepared vehicle specifications and requested a quotation from City's cooperative purchasing program with Buy Board; and

WHEREAS, having evaluated the quotation received and determining grapple brush truck meeting specifications can be purchased from MHC Kenworth through the City's cooperative purchasing program with Buy Board for the amount of \$170,919, the City administration recommends such purchase; and

WHEREAS, the City Council of the City of Farmers Branch, finds it to be in the public interest to purchase the replacement grapple brush truck from MHC Kenworth through the Buy Board purchasing 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 purchase, on behalf of the City, one (1) replacement grapple brush truck from MHC Kenworth through the City's cooperative purchasing agreement with Buy Board in an amount not to exceed \$170,919.

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 12TH DAY OF JULY, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney



INFORMATION MEMORANDUM

TO: Mayor and City Council

FROM: Kevin Muenchow, Fleet and Facilities Director

DATE: July 12, 2016

SUBJECT: Purchase of Replacement Grapple Brush Truck

The FY2015-16 Fixed Asset Fund includes the replacement of one replacement grapple brush truck for the Public Works Solid Waste Division. The one grapple brush truck being replaced meets the recommended replacement criteria based on life cycle costs, age, and utilization and supports the Infrastructure and Assets Guiding Principle.

The Solid Waste grapple truck (Green Grabber) is used throughout the City to pick up various brush, trees, and other items not accepted during the normal residential trash service. These trucks are in service five days a week, continually operated throughout the day and have high idle times.

The information on the unit being replaced is as follows:

- 2008 Sterling L7500 Truck with Lemco 8000 Grapple Brush Loader
- Purchase Price \$136,799
- Total life to date maintenance and repair costs as of June 27, 2016 - \$138,529

Picture representation of vehicle being purchased – 2016 Kenworth T370 truck with Lemco 8000 Grapple Bush Loader





City of Farmers Branch

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

Staff Report

File Number: R2016-062

Agenda Date: 7/12/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.5

Consider adopting Resolution No. 2016-062 authorizing the City Manager to approve the Buy Board purchase of one (1) replacement vaxcavator trailer for the Public Works Utilities Division in an amount not to exceed \$70,000 from Vermeer Texas-Louisiana; and take appropriate action.

BACKGROUND:

The FY2015-2016 Fixed Asset Fund for vehicle/equipment replacement includes one (1) replacement vaxcavator trailer for the Public Works Utilities Division. The equipment being replaced meets the recommended replacement criteria based on life cycle costs, age, and utilization and supports the Infrastructure and Assets Guiding Principle.

DISCUSSION:

The City of Farmers Branch requested a quotation through City's purchasing program through Buy Board purchasing cooperative. City Administration evaluated the quotation as to meeting specifications and desire to award the purchase of the replacement equipment to Vermeer Texas-Louisiana.

The FY2015-16 budget amount for the replacement vaxcavator trailer is \$65,000. The quotation came in \$5,000 over the anticipated budgeted amount, which will be funded through available funds in the Fixed Asset Fund.

RECOMMENDATION:

City Administration recommends to approve the purchase of one replacement vaxcavator trailer from Vermeer Texas-Louisiana through the City's purchasing program through Buy Board budgeted in the FY2015-16 Budget.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution 2016-062 authorizing the City Manager to approve the purchase of one replacement vaxcavator trailer in the total amount of \$70,000.
2. I move to approve Resolution 2016-062 authorizing the City Manager to approve the purchase of one replacement vaxcavator trailer in the total amount of \$70,000, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-062
2. Information Memorandum to Council - Vaxcavator Trailer
3. Quote Information -Vaxcavator Trailer



RESOLUTION NO. 2016-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE PURCHASE OF ONE REPLACEMENT VAXCAVATOR TRAILER FOR THE PUBLIC WORKS UTILITIES DIVISION IN THE TOTAL AMOUNT OF \$70,000 FROM VERMEER TEXAS-LOUISIANA THROUGH BUY BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the FY2015-2016 Fixed Asset budget for vehicle and equipment replacement includes \$65,000 for the purchase of one replacement vaxcavator trailer for the Public Works Utilities Division; and,

WHEREAS, City staff prepared vehicle specifications and requested a quotation from City's cooperative purchasing program with Buy Board; and

WHEREAS, having evaluated the quotation received and determining vaxcavator trailer meeting specifications can be purchased from Vermeer Texas-Louisiana through the City's cooperative purchasing program with Buy Board for the amount of \$70,000, the City administration recommends such purchase; and

WHEREAS, the Fixed Asset Fund will fund the remaining \$5,000 through current available funds.

WHEREAS, the City Council of the City of Farmers Branch, finds it to be in the public interest to purchase the replacement vaxcavator trailer from Vermeer Texas-Louisiana through the Buy Board purchasing 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 purchase, on behalf of the City, one (1) replacement vaxcavator trailer from Vermeer Texas-Louisiana through the City's cooperative purchasing agreement with Buy Board in an amount not to exceed \$70,000.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 12TH DAY OF JULY, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney



INFORMATION MEMORANDUM

TO: Mayor and City Council

FROM: Kevin Muenchow, Fleet and Facilities Director

DATE: July 12, 2016

SUBJECT: Purchase of Replacement Vaxcavator Trailer

The FY2015-16 Fixed Asset Fund includes the replacement of one replacement vaxcavator trailer for the Public Works Utilities Division. The vaxcavator trailer being replaced meets the recommended replacement criteria based on life cycle costs, age, and utilization and supports the Infrastructure and Assets Guiding Principle.

The vaxcavator trailer is vital part of daily operations. This machine is used in areas where a smaller excavation is needed or the space is too confined for larger equipment. The vaxcavator trailer is used less in the winter, but during the spring, summer and fall it is used several days a week.

The information on the unit being replaced is as follows:

- 2001 Vac Source Vaxcavator
- Purchase Price \$40,286
- Total life to date maintenance and repair costs as of June 30, 2016 - \$45,682

Picture representation of the unit being purchased – Vac-Tron LP573SGT





June 8, 2016

Vermeer Texas-Louisiana
3025 N. STATE HWY 161
IRVING, TX 75062
Phone (972) 255-3500

Ryan City of Farmers Branch	
Farmers Branch	Tx. 75381

Quoted by: Jared Davis
214-796-7246
jdavis@vermeertexas.com

Vermeer Texas-Louisiana, Inc. is pleased to provide the following:

Make	Model	Description	Serial Number	Warranty	Transaction
VAC-TRON	LP533SGT	500 gallon vac with flowmaster		YES	SALE - NEW

Code	Description
	<p>LP573SGT with 37Hp Kohler gas 1000Cfm vacuum pump 500 gallon debris tank 3000Psi @ 4 Gpm high pressure water system 2) 100 gallon water tanks Reverse pressure to off-load liquids and dislodge debris in hose 30' of 3" suction hose with suction tool Hydraulically operated full open and locked rear door Water knife and clean up wand Low profile torsion axles FlowMaster valve exerciser package 6 way hydraulic boom with wireless remote 3" LED directional board Air gap to fill from hydrant 3" Emulsifier gun</p> <p>BuyBoard contract 424-13</p>
	Total machine price excluding any applicable taxes 86,800.00



Less the following trade-ins and/or credits:	
	-
	-
	CUSTOMER DISCOUNT ALLOWED (16,800.00)

Total price less down payment & trade-ins, excluding any applicable taxes		\$ 70,000.00
Thank you for your interest in Vermeer Equipment - We look forward to earning and keeping your business.		\$ -
Sales Tax		8.250%
Good for 30 days from date of quote		GRAND TOTAL \$ 70,000.00



City of Farmers Branch

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

Staff Report

File Number: R2016-063

Agenda Date: 7/12/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.6

Consider approving Resolution No. 2016-063 authorizing the City Manager to execute an Application and Agreement for an Irrevocable Standby Letter of Credit with JPMorgan Chase, N.A.; and take appropriate action.

BACKGROUND:

Due to a permit modification at the Camelot Landfill, the landfill closure and post-closure care cost estimates increased and the City exceeds the allowable environmental obligation ratio by \$5,336,000.

DISCUSSION:

The Texas Commission on Environmental Quality (TCEQ) requires additional financial assurance from the City to cover the landfill closure and post-closure care cost estimated increase. The TCEQ will accept financial assurance in the form of an Irrevocable Standby Letter of Credit from the City's depository bank, JPMorgan Chase, N.A. The likelihood of this letter of credit instrument being activated is remote and would only be necessary if the City has no funding available to pay for closure and post-closure costs when they occur 20+ years from now. The annual cost of this annually renewing (if needed) financial assurance is a 1% commission of \$53,360. There is also a \$500 issuance fee. These fees will be charged to the City's Landfill Closure/Post-Closure Fund.

RECOMMENDATION:

City Administration recommends approving Resolution No. 2016-063 authorizing the City Manager to execute an Application and Agreement with JPMorgan Chase, N.A. for an Irrevocable Standby Letter of Credit.

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-063 authorizing the City Manager to execute an Application and Agreement for an Irrevocable Standby Letter of Credit with JPMorgan Chase, Bank, N.A., in the amount of \$53,860.
2. I move to approve Resolution No. 2016-063, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-063
2. Application and Agreement for Irrevocable Standby Letter of Credit



RESOLUTION NO. 2016-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN AN APPLICATION AND AGREEMENT FOR AN IRREVOCABLE STANDBY LETTER OF CREDIT WITH JPMORGAN CHASE BANK, N.A. IN COMPLIANCE WITH TCEQ POST-CLOSURE REQUIREMENTS FOR THE CAMELOT LANDFILL; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Farmers Branch, Texas, (“City”) is required to provide financial assurance for landfill closure, post-closure care, and/or corrective action costs as specified in 30 Texas Administrative Code (TAC) Chapter 37; and

WHEREAS, the Camelot Landfill’s Municipal Solid Waste Permit No. 1312A was modified on April 15, 2015 to revise the facility’s landfill cell dewatering plan and increase the closure and post-closure cost estimates; and

WHEREAS, with the increase, the City exceeds the allowable environmental obligation ratio and has been notified by the Texas Commission on Environmental Quality (TCEQ) that additional financial assurance of \$5,336,000 is required; and

WHEREAS, the TCEQ will accept an Irrevocable Standby Letter of Credit from the City’s depository bank, JPMorgan Chase Bank, N. A., as acceptable financial assurance; and

WHEREAS, the City Council of the City of Farmers Branch finds it to be in the public interest to authorize an agreement to provide an Irrevocable Standby Letter of Credit in order to satisfy TCEQ regulations.

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, an Application and Agreement for Irrevocable Standby Letter of Credit with JPMorgan Chase Bank, N.A.in substantially the form attached hereto as Exhibit “A,” and incorporated herein by reference.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 12TH DAY OF JULY, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:7/6/16:77698)

Application and Agreement for Irrevocable Standby Letter of Credit

WHEN TRANSMITTING THIS APPLICATION BY FACSIMILE ALL PAGES MUST BE TRANSMITTED. QUESTIONS REGARDING COMPLETION OF THIS FORM SHOULD BE DIRECTED TO GTS.CLIENT.SERVICES@JPMCHASE.COM OR 800-634-1969.

For assistance in filling out this application, please place your cursor over the underlined, blue text for specific instructions/hints.

To: JPMorgan Chase Bank, N.A. and/or its subsidiaries and/or affiliates (“Issuer”).

Date: July 12, 2016

I. Pursuant to the Terms and Conditions contained herein, please issue an IRREVOCABLE STANDBY Letter of Credit (together with any replacements, extensions or modifications, the “Credit”) and transmit it by:

S.W.I.F.T. (to Advising Bank) Courier (directly to the Beneficiary)

If completing in Microsoft Word, please enter data by ‘clicking’ on the gray boxes.

<p><u>Applicant/Obligor</u> (Full name and address, jointly and severally if more than one, individually and collectively, “Applicant/Obligor”): City of Farmers Branch 13000 William Dodson Parkway Farmers Branch, TX 75234-6253</p> <p>[Signature lines are on last page].</p>	<p><u>Beneficiary</u> (Full name and address): Texas Commission on Environmental Quality 12100 Park 35 Circle, Bldg. A Austin, TX 78753-1808</p>
<p><u>Account Party</u> (Full name and address of entity to be named in Letter of Credit if different than the above Applicant/Obligor):</p>	<p><u>Advising Bank</u> Specify name, S.W.I.F.T./address through whom the Credit is to be transmitted to the Beneficiary. (If left blank, Issuer may, at its own discretion, transmit through one of its branches, affiliates or correspondents.):</p>
<p>Amount: Up to an aggregate amount of \$5,336,000 If not USD, indicate currency</p>	<p><u>Expiry Date:</u> Demands/claims must be presented to the counters of the nominated bank not later than July 12, 2017</p>
<p>II. <u>REQUIRED FOR SANCTION SCREENING PURPOSES.</u> A brief description of the purpose of the Credit including, where applicable, a description of the merchandise, the country of origin of the merchandise, and the name of the countries where merchandise is being shipped from and to must be entered: Financial assurance for landfill closure/postclosure costs.</p>	
<p>III. <u>Complete only</u> if automatic extension of the expiry date is required. Credit to contain automatic extension clause with extension period of <input checked="" type="checkbox"/> one year/<input type="checkbox"/> other (please specify). No less than 120 calendar days non-extension notice to the beneficiary. Automatic extension final expiration date: (the date after which the Credit will no longer be subject to automatic extension).</p>	
<p>IV. <u>AVAILABLE BY</u> (indicate A, B, C or D) <input checked="" type="checkbox"/> <u>A.</u> Beneficiary’s dated statement referencing JPMorgan Chase Bank, N.A. Letter of Credit Number indicating amount of demand/claim and purportedly signed by an authorized person reading as follows (Please state within the quotation marks the wording to appear on the statement to be presented): “(insert appropriate reason for drawing) The Executive Director of the Texas Commission on Environmental Quality may call on the financial assurance mechanism(s) when an owner or operator who is required to comply with 30 Texas Administrative Code Chapter 37 has: (1) failed to perform closure, post closure, or corrective action when required;</p>	

- (2) failed to provide an alternate financial assurance mechanism, when required; or
- (3) failed to provide continuous financial assurance coverage.”

See attached sheet(s) for additional documents and/or special instructions, which form(s) an integral part of this Application. Such attachments/special instructions must be approved and signed by Applicant/Obligor.

- B.** Issue substantially as per the attached sheet(s) and/or special instructions, which form(s) an integral part of this Application. Such attachments/special instructions must be approved and signed by Applicant/Obligor.
- C.** Issue Credit in your standard format in favor of another bank (See Section VI. below).
- D.** Other:

DELIVERY INSTRUCTIONS/SPECIAL HANDLING (IF ANY)

- Multiple drawings prohibited** (if blank, multiple drawings will be permitted).
- Partial drawings prohibited** (if blank, partial drawings will be permitted).
- Credit is transferable only in its entirety (Issuer is authorized to include its standard transfer conditions and is authorized to nominate a transferring bank, if applicable). Transfer fees/charges are for the account of Beneficiary or if box is checked, for the account of the Applicant/Obligor.**

V. The Credit, or any Credit issued by you shall be subject to the International Standby Practices 1998, International Chamber of Commerce Publication 590 (“ISP”) or, if box is checked, it shall be subject to the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 (“UCP”).

VI. Complete only when another bank is to issue its guarantee or undertaking based on the issued Credit.

We understand and agree that by making this request, we shall remain liable under this Credit until Issuer is fully released in writing by such entity.

- (i)** Please issue a Credit in your customary format (as a counter guarantee) in favor of another bank (or Issuer’s affiliated office, branch or other correspondent bank) and we request that such bank issue a local guarantee, bond, standby letter of credit or other undertaking (collectively referred to as “**Undertaking**”) substantially as set forth below. The term “Credit” as used in this Agreement shall also include any such Undertaking.

Details provided below:

Type of Undertaking: Bid; Performance; Advance Payment; Specify Other:

Expiry Date (at least 30 days prior to the Expiry Date on page 1):

Beneficiary (Full name and full street address):

Bid/contract ref no.:

Bid/contract purpose/description/name:

Conditions for Drawing:

- (ii)** Please request/authorize another bank to issue their Undertaking substantially in the attached format

See attached sheet(s) for additional documents and/or special instructions, which form(s) an integral part of this Application. Such attachments/special instructions must be approved and signed by Applicant/Obligor.

Unless otherwise stated herein, the nominated bank (if any) is authorized to send all documents to you in one airmail or courier service, if available.

VII. To induce JPMorgan Chase Bank, N.A. and/or any of its domestic or foreign subsidiaries or affiliates (individually and collectively, “**Bank**”), in its sole discretion, to issue for the account of Applicant or for the account of the Account Party named in the Application, a standby letter of credit, or other independent undertaking at the request of the undersigned (individually and collectively, “**Applicant**”; jointly and severally, if more than one), Applicant agrees as to the letter of credit or undertaking (together with any replacements, extensions or modifications, a “**Credit**”, collectively, “**Credits**”) as follows.

1. **Applications/Instructions.** The request to issue a Credit (an “**Application**”) shall be irrevocable and in such form as Bank shall from time to time require or agree to accept (including any type of electronic form or means of communication). Inquiries, communications and instructions (whether oral, telephonic, written, electronic mail or transmission, facsimile or other) regarding a Credit, each Application and this Agreement are each referred to herein as “**Instructions**” (and the term “Application” is subsumed within the term “Instruction”). Bank’s records of the content of any Instruction shall be conclusive. Applicant shall be responsible for the final text of a Credit notwithstanding Bank’s recommendation, assistance or drafting or Bank’s use, non-use or refusal to use text submitted by Applicant. Bank may transmit a Credit and any amendment thereto by S.W.I.F.T. message and thereby bind Applicant directly and as indemnitor to the S.W.I.F.T. rules, including rules obligating Applicant or Bank to pay charges.

2. **Payment Terms; Obligations Absolute.** (a) For each Credit, Applicant shall pay Bank: (i) the amount of each drawing paid by Bank under the Credit on demand, if under a sight draft and at least one Business Day prior to the date when payment is to be made under a time draft (or acceptance relating thereto) or deferred payment obligation; (ii) commissions, fees and charges in respect of the Credit (including, commissions and fees for issuance, transfer, assignment of proceeds, amendments and drawings and of any adviser, confirming institution or entity or other nominated person), at such rates, amounts and times as Bank and Applicant shall mutually agree (or if no agreement, the rate then customarily charged by Bank); (iii) interest on each amount under this Agreement for each day from and including the date such payment is due through the date of payment, on demand, at a rate per annum (computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day) equal to the lesser of (A) Prime plus 2% and (B) the highest rate permitted by applicable law; (iv) Bank’s charges, costs and expenses (including reasonable external counsel fees, expenses and charges) incurred in connection with the protection or enforcement of Bank’s rights under this Agreement and any correspondent’s charges, with interest from the date paid or incurred by Bank through the date of payment by Applicant, on demand, at a rate per annum equal to Prime plus 2%; and (v) if Bank determines that any Regulatory Change regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on Bank’s capital or on the capital of Bank’s holding company, if any, as a consequence of this Agreement or the Credits, to a level below that which Bank or its holding company could have achieved but for such Regulatory Change (taking into consideration Bank’s policies and the policies of its holding company with respect to capital adequacy and liquidity), then from time to time Applicant will pay to Bank such additional amount or amounts as will compensate it or its holding company for any such reduction suffered. A certificate of Bank setting forth the amount or amounts necessary to compensate it or its holding company, as the case may be, as specified in this Section shall be delivered to Applicant and shall be conclusive absent manifest error. Applicant shall pay Bank the amount shown as due on any such certificate within 10 days after receipt thereof. Failure or delay on the part of Bank to demand compensation pursuant to this Section shall not constitute a waiver of Bank’s right to demand such compensation. “**Regulatory Change**” means (a) the adoption of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the interpretation or application thereof by any Governmental Authority or (c) compliance by Bank (or, for purposes of Section 2(a)(v), by any lending office of Bank or Bank’s holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a “Regulatory Change”, regardless of the date enacted, adopted or issued. “**Governmental Authority**” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government. “**Business Day**” means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City, New York are authorized or required by law to remain closed. “**Prime**” shall mean the rate of interest per annum announced by Bank from time to time as its Prime Rate; each change in the Prime Rate shall be effective from and including the date such change is announced as being effective.

(b) If the amount drawn under any Credit is in non-United States currency (“**foreign currency**”), Applicant shall pay under Section 2(a)(i) above the United States dollar equivalent of the amount computed at Bank’s selling rate, as of the date of Applicant’s payment, for cable transfers of such foreign currency to the place of payment; provided, further, that if, for any reason, Bank has no selling rate for cable transfers of that currency to such place on the payment date, Applicant shall pay Bank an amount in United States currency

equivalent to Bank's actual cost of settlement of its obligation. Applicant's obligation to make payments in any currency (the "**Contract Currency**") shall not be discharged or satisfied by any tender, or any recovery pursuant to any judgment or otherwise, that is expressed in or converted into any currency other than the Contract Currency, except to the extent that such tender or recovery results in the actual receipt by Bank at its designated office of the full amount of the Contract Currency specified to be payable hereunder. Applicant's obligation to make payments in the Contract Currency shall be enforceable as an alternative or additional cause of action to the extent that such actual receipt is less than the full amount of the Contract Currency specified to be payable hereunder, and shall not be affected by judgment being obtained for other sums due hereunder. Applicant shall indemnify Bank for any shortfall in such actual receipt.

(c) All payments shall be made in immediately available funds, free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges, withholdings, set-off or other liabilities. Applicant shall pay all withholding, stamp and other taxes or duties imposed by any taxing authority on payment under any Credit and this Agreement and shall indemnify Bank against all liabilities, costs, claims, and expenses resulting from Bank having to pay or from any omission to pay or delay in paying any duty or tax.

(d) Bank may (but shall not be required to), without demand for payment or notice to Applicant, and in addition to any other right of set-off which Bank may have, (i) debit any account or accounts maintained by Applicant with any office of Bank (now or in the future) and set-off and apply (X) any balance or deposits (general, special, time, demand, provisional, final, matured, unmatured, contingent or absolute) in the account(s) and (Y) any sums due or payable from Bank, to the payment of any and all amounts owed by Applicant to Bank and/or (ii) advance funds to Applicant under any line of credit (committed or uncommitted) made available to Applicant by Bank and apply such funds to said payment obligations.

(e) Applicant's payment obligations under this Section 2 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including, without limitation: (i) any lack of validity, enforceability or legal effect of any Credit or this Agreement, or any term or provision therein or herein; (ii) payment against presentation of any draft, demand or claim for payment under any Credit or other document presented for purposes of drawing under any Credit ("**Drawing Document**") that does not comply in whole or in part with the terms of the applicable Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person (or a transferee of such Person) purporting to be a successor or transferee of the beneficiary of such Credit; (iii) Bank or any of its branches or affiliates being the beneficiary of any Credit; (iv) Bank or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Credit even if such Drawing Document claims an amount in excess of the amount available under the Credit; (v) the existence of any claim, set-off, defense or other right that Applicant or any other Person may have at any time against any beneficiary, any assignee of proceeds, Bank or any other Person; (vi) Bank or any correspondent having previously paid against fraudulently signed or presented Drawing Documents (whether or not Applicant reimbursed Bank for such drawing); and (vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing, that might, but for this Section, constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, Applicant's obligations hereunder (whether against Bank, the beneficiary or any other Person); provided, however, that subject to Section 3 hereof, the foregoing shall not exculpate Bank from such liability to Applicant as may, be finally, judicially determined in an independent action or proceeding brought by Applicant against Bank following payment of Applicant's obligations under this Agreement. "**Person**" means any natural Person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

3. Indemnification; Limitation of Liability. (a) Applicant shall indemnify and hold harmless Bank, its parent, and correspondents and each of their respective directors, officers, employees and agents (each, including Bank, an "**Indemnified Person**") from and against any and all claims, suits, judgments, costs, losses, fines, penalties, damages, liabilities, and expenses, including expert witness fees and legal fees, charges and disbursements of any counsel (including external counsel fees and allocated costs) for any Indemnified Person ("**Costs**"), arising out of, in connection with, or as a result of: (i) any Credit or any pre-advice of its issuance; (ii) any transfer, sale, delivery, surrender, or endorsement of any Drawing Document at any time(s) held by any Indemnified Person in connection with any Credit; (iii) any action or proceeding arising out of or in connection with any Credit or this Agreement (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Credit, or for the wrongful dishonor of or honoring a presentation under any Credit; (iv) any independent undertakings issued by the beneficiary of any Credit; (v) any unauthorized Instruction or error in computer transmission; (vi) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated; (vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of letter of credit proceeds or holder of an instrument or document; (viii) the fraud, forgery or illegal action of parties other than the Indemnified Person; (ix) the enforcement of this Agreement or any rights or remedies under or in connection with this Agreement or any Credit; (x) Bank's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation; (xi) Bank dishonoring any presentation upon or during the continuance of any Event

of Default or for which Applicant is unable or unwilling to make any payment to Bank required under Section 2 above; (xii) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of such Indemnified Person; in each case, including that resulting from Bank's own negligence, provided, however, that such indemnity shall not be available to any Person claiming indemnification under (i) through (xii) above to the extent that such Costs are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Indemnified Person claiming indemnity. If and to the extent that the obligations of Applicant under this Section are unenforceable for any reason, Applicant shall make the maximum contribution to the Costs permissible under applicable law.

(b) The liability of Bank (or any other Indemnified Person) under, in connection with and/or arising out of this Agreement or any Credit (or any pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to any direct damages suffered by Applicant that are caused directly by Bank's gross negligence or willful misconduct in (i) honoring a presentation that does not at least substantially comply with a Credit, (ii) failing to honor a presentation that strictly complies with a Credit or (iii) retaining Drawing Documents presented under a Credit. In no event shall Bank be deemed to have failed to act with due diligence or reasonable care if Bank's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement, including Section 3(c) below. Applicant's aggregate remedies against Bank and any Indemnified Person for wrongfully honoring a presentation under any Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by Applicant to Bank in respect of the honored presentation in respect of such Credit under Section 2 above, plus interest. **Notwithstanding anything to the contrary herein, Bank and the other Indemnified Persons shall not, under any circumstances whatsoever, be liable for any punitive, consequential, indirect or special damages or losses regardless of whether Bank or any Indemnified Person shall have been advised of the possibility thereof or of the form of action in which such damages or losses may be claimed.** Applicant shall take action to avoid and mitigate the amount of any damages claimed against Bank or any Indemnified Person, including by enforcing its rights in the underlying transaction. Any claim by Applicant for damages under or in connection with this Agreement or any Credit shall be reduced by an amount equal to the sum of (i) the amount saved by Applicant as a result of the breach or alleged wrongful conduct and (ii) the amount of the loss that would have been avoided had Applicant mitigated damages. If a Credit is to be governed by a law other than that of the State of New York, Bank shall not be liable for any Costs resulting from any act or omission by Bank in accord with the UCP or the ISP, as applicable, and Applicant shall indemnify Bank for all such Costs. **"Standard Letter of Credit Practice"** means, for Bank, any domestic or foreign law or letter of credit practices applicable in the city in which Bank issued the applicable Credit or for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Credit, as the case may be. Such practices shall be (i) of banks that regularly issue Credits in the particular city and (ii) required or permitted under the UCP or the ISP, as chosen in the applicable Credit. **"ISP"** means, International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any subsequent revision thereof adhered to by Bank on the date such Credit is issued. **"UCP"** means, Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any subsequent revision thereof adhered to by Bank on the date such Credit is issued.

(c) Without limiting any other provision of this Agreement, Bank and each other Indemnified Person (if applicable), shall not be responsible to Applicant for, and Bank's rights and remedies against Applicant and Applicant's obligation to reimburse Bank shall not be impaired by: (i) honor of a presentation under any Credit which on its face substantially complies with the terms of such Credit; (ii) honor of a presentation of any Drawing Documents which appear on their face to have been signed, presented or issued (X) by any purported successor or transferee of any beneficiary or other party required to sign, present or issue the Drawing Documents or (Y) under a new name of the beneficiary; (iii) acceptance as a draft of any written or electronic demand or request for payment under a Credit, even if nonnegotiable or not in the form of a draft, and may disregard any requirement that such draft, demand or request bear any or adequate reference to the Credit; (iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness, or legal effect of any presentation under any Credit or of any Drawing Documents; (v) disregard of any non-documentary conditions stated in any Credit; (vi) acting upon any Instruction which it, in Good Faith, believes to have been given by a Person or entity authorized to give such Instruction; (vii) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation; (viii) any delay in giving or failing to give any notice; (ix) any acts, omissions or fraud by, or the solvency of, any beneficiary, any nominated Person or any other Person; (x) any breach of contract between the beneficiary and Applicant or any of the parties to the underlying transaction; (xi) assertion or waiver of any provision of the UCP or ISP which primarily benefits an issuer of a letter of credit, including, any requirement that any Drawing Document be presented to it at a particular hour or place; (xii) payment to any paying or negotiating bank (designated or permitted by the terms of the applicable Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under the Standard Letter of Credit Practice applicable to it; (xiii) dishonor of any presentation upon or during any Event of Default or for which Applicant is unable or unwilling to reimburse or indemnify Bank (provided that Applicant acknowledges that if Bank shall later be required to honor the presentation, Applicant shall be liable therefore in accordance with Section 2 hereof); and (xiv) acting or failing to act as required or permitted under Standard Letter of Credit Practice (or in the case of other

independent undertakings or guarantees, the UN Convention) applicable to where it has issued, confirmed, advised or negotiated such Credit, as the case may be. **“Good Faith”** means honesty in fact in the conduct of the transaction concerned. **“UN Convention”** means the United Nations Convention on Independent Guarantees and Standby Letters of Credit.

(d) Applicant shall notify Bank of (i) any noncompliance with any Instruction, any other irregularity with respect to the text of any Credit or any amendment thereto or any claim of an unauthorized, fraudulent or otherwise improper Instruction, within one (1) Business Day of Applicant’s receipt of a copy of such Credit or amendment and (ii) any objection Applicant may have to Bank’s honor or dishonor of any presentation under any Credit or any other action or inaction taken or proposed to be taken by Bank under or in connection with this Agreement or any Credit, within three (3) Business Days after Applicant receives notice of the objectionable action or inaction. The failure to so notify Bank within said times shall discharge Bank from any loss or liability that Bank could have avoided or mitigated had it received such notice, to the extent that Bank could be held liable for damages hereunder; provided, that, if Applicant shall not provide such notice to Bank within three (3) Business Days of the date of receipt in the case of clause (i) or ten (10) Business Days from the date of receipt in the case of clause (ii), Bank shall have no liability whatsoever for such noncompliance, irregularity, action or inaction and Applicant shall be precluded from raising such noncompliance, irregularity or objection as a defense or claim against Bank. Applicant’s acceptance or retention of a Drawing Document presented under or in connection with any Credit (whether or not the document is genuine) or of any Released Merchandise shall ratify Bank’s honor of the presentation and preclude Applicant from raising a defense, set-off or claim with respect to Bank’s honor of such Credit. Bank shall not be required to seek any waiver of discrepancies from Applicant or to grant any waiver of discrepancies which Applicant approves or requests. **“Released Merchandise”** means all Property referred to in or relating to the applicable Credit, released (including pursuant to a forwarders cargo receipt or by any other means whatsoever) or consigned to Applicant or any Person designated by Applicant in connection with such Credit. **“Property”** means all property of any kind whatsoever (now existing or hereafter acquired) including, without limitation, any and all right, title and interest of Applicant in any goods, equipment, inventory, money, documents, letters of credit, warehouse receipts, instruments, securities, security entitlements, financial assets, investment property, precious and base metals, chattel paper, electronic chattel paper, accounts, commercial tort claims, deposit accounts, general intangibles (including any claims for breach of contract, breach of warranty claims and any insurance policies and proceeds), letter of credit rights, choses in action and the proceeds of any and all thereof (including any and all of the aforesaid referred to in any Credit or the Drawing Documents relating thereto).

(e) Applicant (i) will comply with all foreign and domestic laws, rules and regulations (including the USA Patriot Act, foreign exchange control regulations, foreign asset control regulations and other trade-related regulations) now or hereafter applicable to each Credit, the transactions underlying such Credit or Applicant’s execution, delivery and performance of this Agreement; (ii) will cause all Released Merchandise to be insured against theft, fire and such other risks usually insured against in connection with the underlying transaction; (iii) will permit Bank (or its representatives) to inspect and audit any Property and Applicant’s books and records with respect thereto upon reasonable notice; (iv) to the extent not provided to Bank under other agreements, upon request, will furnish Bank with Applicant’s most recent year-end, quarterly and monthly (if any), financial statements (as audited) and such other information as Bank shall reasonably request regarding the financial condition, business or operations of Applicant; (v) will maintain in effect and enforce policies and procedures designed to ensure compliance by Applicant, its subsidiaries, affiliates and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions; (vi) agrees that no goods or vessels used to transport goods will be the subject of any Sanctions; and (vii) will not request any Credit, and shall not use, and shall procure that its subsidiaries, affiliates and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, to the extent such activities, businesses or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States or in a European Union member state, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto. Further, the undersigned acknowledges and agrees to provide Bank additional information, records, and documentation as requested by Bank, pursuant to Bank’s programs enacted to comply with Section 326 of the USA Patriot Act, the applicable regulations promulgated thereunder, and Bank’s Customer Identification Program and authorizes Bank to verify information as per the USA Patriot Act Regulation. **“Sanctions”** means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) if Applicant is organized outside of the United States of America the United Nations Security Council, the European Union, any European Union member state, Her Majesty’s Treasury of the United Kingdom or any other relevant sanctions authority.

(f) Applicant acknowledges that this Agreement and each Credit is entered into (or will be entered into) for commercial purposes. To the extent that Applicant may now or hereafter be entitled, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement or any Credit, to claim for itself or its revenues or properties any immunity from the jurisdiction of any court or from legal process (whether from service or notice, attachment prior to judgment, attachment in aid of

execution of judgment, execution of judgment or otherwise), and to the extent that in any such jurisdiction there may be attributed to Applicant any such immunity (whether or not claimed), Applicant hereby irrevocably agrees not to claim, and hereby waives, such immunity in respect of its obligations under this Agreement or any Credit.

4. Representations and Warranties. Applicant hereby represents and warrants as of the date of this Agreement (and with each Instruction for the issuance of a Credit represents and warrants as of the date of the Instruction) that: (a) it has all necessary power and authority to enter into and perform this Agreement; (b) it has obtained all authorizations, consents and approvals required for it to enter into and perform this Agreement in accordance with its terms; (c) this Agreement constitutes the legal, valid and binding obligation of Applicant, enforceable against it in accordance with its terms; (d) the execution, delivery and performance of this Agreement by Applicant does not and will not contravene (i) its charter, by-laws or other organizational documents, (ii) any order or writ binding on or affecting Applicant or its properties, or (iii) any agreement or arrangement to which Applicant is a party or by which it or its properties may otherwise be bound, the contravention of which agreement or arrangement would have a material adverse effect on Applicant; (e) the financial statements most recently furnished to Bank by Applicant fairly present the financial condition of Applicant in accordance with generally accepted accounting principles, and there has been no material adverse change in Applicant's business, condition (financial or otherwise) or results of operation since the date of Applicant's most recent annual financial statements; (f) no information now or hereafter furnished by Applicant to Bank in connection with this Agreement or any Credit is or shall be materially false or misleading when furnished; (g) there is no pending or threatened action which may materially adversely affect its financial condition or business or which purports to affect the validity or enforceability of this Agreement, any Credit or any transaction related to any Credit; (h) Applicant is acting for itself and for no other Person or entity in requesting issuance of each Credit; (i) Applicant has implemented and maintains in effect policies and procedures designed to ensure compliance by Applicant, its subsidiaries, affiliates and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Applicant, its subsidiaries, affiliates and their respective directors and officers and, to the knowledge of Applicant, their respective employees and agents are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects and if Applicant is organized outside of the United States of America, Applicant further represents that it is not knowingly engaged in any activity that would reasonably be expected to result in Applicant being designated as a Sanctioned Person; (j) none of (A) Applicant, any subsidiary, affiliate or any of their respective directors, officers or employees, or (B) to the knowledge of Applicant, any agent of Applicant, any subsidiary or affiliate that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person; and (k) no Credit, use of proceeds or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions. **"Anti-Corruption Laws"** means all laws, rules, and regulations of any jurisdiction applicable to Applicant or any of its subsidiaries or affiliates from time to time concerning or relating to bribery or corruption. **"Sanctioned Country"** means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of signing this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). **"Sanctioned Person"** means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any European Union member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

5. Pledge and Assignment of Security. (a) As security for the payment and performance of all obligations and liabilities of Applicant to Bank in respect of any and all Credits issued hereunder (if any) and under this Agreement, whether matured or unmatured, absolute or contingent, now existing or hereafter incurred (**"Obligations"**), Applicant hereby grants to Bank a continuing lien and security interest in, and pledges and assigns to Bank all of Applicant's present and future right, title and interest in, to and under all of the following property (whether now existing or hereafter created or acquired): (i) the balance of all deposit accounts and all securities accounts with any office of Bank wherever located, (**"Deposit Accounts"** and **"Securities Accounts"**, as the case may be), and any other claims of Applicant against Bank; (ii) all Property which has been or at any time shall be delivered to or otherwise come into the possession, custody or control of any office of Bank or any correspondent (which shall be deemed a collateral agent or a bailee of Bank for the purpose of perfecting a security interest in the Property) for any purpose, whether or not for the express purpose of being used by any such entity as collateral security or for safekeeping, custody, pledge, transmission or otherwise; (iii) all Property received or receivable by Bank or its correspondents under or in connection with each Credit; (iv) all Property received or receivable by Applicant in connection with the transaction underlying each Credit; (v) all present and future claims and rights of Applicant against any beneficiary of any Credit arising in connection with such Credit or the transaction underlying such Credit; and (vi) all products and proceeds of the foregoing (collectively, the **"Collateral"**).

(b) Applicant shall hold all payments of the Obligations and all proceeds of Collateral in trust for Bank. Bank shall be deemed to have possession, custody or control of all Collateral actually in transit to or set apart for it (or any of its agents, correspondents or others acting in its behalf), it being understood that the receipt at any time by Applicant (or any of its agents, correspondents, or others acting in its behalf), of Collateral of whatever nature, including cash, shall not be deemed a waiver of any of Bank's rights or powers.

(c) If at any time there shall occur and be continuing (i) any Event of Default, (ii) any material adverse change in the condition (financial or otherwise), business, operations or prospects of Applicant or any Person that has guaranteed or provided credit support for all or part of the Obligations (“**Guarantor**”), (iii) any action for a temporary restraining order, preliminary or permanent injunction, beneficiary wrongful dishonor action or the issuance or commencement of any similar order, action or event in connection with any Credit or any Drawing Document or this Agreement, which order, action or event may apply, directly or indirectly, to Bank or which otherwise threatens to extend or increase Bank’s contingent liability beyond the time, amount or other limit provided in such Credit or this Agreement; or (iv) any other event or condition which provides a basis for Bank in good faith to deem itself insecure, **then**, Applicant shall, upon Bank’s demand, deliver to Bank, as additional security for the Obligations, cash in an amount required by Bank.

(d) Bank is authorized to file financing statements, naming Applicant as debtor and Bank as secured party, with respect to any or all of the Collateral hereunder. Bank is authorized to take any action necessary to protect its rights in the Collateral. Applicant will, at its own expense upon request by Bank from time to time, sign any other instrument or document (including any security agreement, or control agreement) and take any other action Bank may reasonably deem necessary or desirable to preserve, perfect, protect or maintain the Collateral and the priority of Bank’s security interest therein and to realize upon Bank’s rights and remedies as a secured party. For the avoidance of doubt and not in limitation of the rights of Bank under Sections 9-104(a)(1), 9-106(a) and 8-106(e) of the Code as adopted by the State of New York, Applicant and Bank (acting as a bank with respect to all Deposit Accounts and as a securities intermediary with respect to all Securities Accounts) agree that Bank may direct disposition of the funds in any Deposit Account and may issue and follow its own entitlement orders with respect to any Securities Account, in either case without the consent of Applicant.

(e) To the extent Bank honors a presentation for which Bank remains unpaid, Bank may assert rights of Applicant and Applicant shall cooperate with Bank in its assertion of Applicant’s rights against the beneficiary, the beneficiary’s rights against Applicant and any other rights that Bank may have by subordination, subrogation, reimbursement, indemnity or assignment.

(f) If Bank shall agree to honor (accept) Drawing Documents under a Credit on a time draft or deferred payment basis, Applicant shall not take possession of the Drawing Documents or the underlying Property except for the purpose of loading, unloading, storing, shipping, transshipping, manufacturing, processing or otherwise dealing with such Property in a manner preliminary to its sale or exchange. An Instruction to release any such Drawing Document or Property shall be deemed a representation by Applicant to Bank that Applicant seeks such release for one of said purposes. In each such case, Applicant immediately shall apply the sale proceeds of such Property to the Obligations relating to the applicable Credit.

6. Events of Default; Obligations Due; Remedies. (a) Each of the following shall be an “**Event of Default**” under this Agreement:

(i) Applicant shall fail to pay any sum payable upon or in respect of any of the Obligations when due; (ii) Applicant shall fail to perform any agreement contained herein; (iii) Applicant or any Guarantor shall fail to pay any taxes when due and such taxes shall not be contested in good faith or the amount thereof reserved for in accordance with generally accepted accounting principles; (iv) there shall be commenced against Applicant or any Guarantor any proceeding for enforcement of a money judgment, which proceeding shall not have been stayed within ten (10) Business Days; (v) any statement made, or any information, report or Instruction furnished by or for Applicant to Bank contains any misstatement of a material fact or omits to state a material fact or any fact necessary to make any statement contained therein not materially misleading; (vi) the dissolution, termination or, if an individual, death of Applicant or a Guarantor; (vii) any indebtedness, obligation and/or liability of Applicant or a Guarantor to any Person, including but not limited to Bank, shall not be paid or performed when due or any event or condition shall occur that shall result in any indebtedness, obligation or liability becoming due prior to its scheduled maturity or settlement date or that permits (with or without the giving of notice, the lapse of time or both) the holder of such indebtedness or obligee to cause such indebtedness, obligation or liability to become due, or to require the prepayment, repurchase, redemption or defeasance thereof prior to its scheduled maturity or settlement date; (viii) any Person shall contest the validity or enforceability of any guaranty supporting the Obligations; (ix) Applicant or any Guarantor shall become insolvent (however such insolvency may be evidenced or defined) or generally not be able to pay its debts as they become due, shall make a general assignment for the benefit of creditors, or shall suspend the transaction of its usual business or be expelled or suspended from any exchange, or if an application is made by any judgment creditor of Applicant or a Guarantor for any order directing Bank to pay over money or to deliver other property, or a petition in bankruptcy shall be filed by or against Applicant or a Guarantor or any proceeding shall be instituted by or against Applicant or a Guarantor for any relief under any bankruptcy or insolvency laws or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extensions or if any governmental authority or any court at the instance of any governmental authority shall take possession of any substantial part of the property of Applicant or any Guarantor or shall assume control over the affairs or operations of Applicant or any Guarantor, or if a receiver or custodian shall be appointed for, or a writ or order of attachment or garnishment shall be issued or made against, any of the property or assets of Applicant or a Guarantor or Applicant or a Guarantor shall indicate that any of the foregoing has occurred or will occur; or (x) there shall occur in one or a series of transactions (A) the sale or transfer of, or the creation or assertion of a lien over, a substantial portion of the assets of

Applicant or of any Guarantor, (B) any transaction or event which results in the reduction in shareholder's equity (or partnership capital, net worth or similar equivalent term) of Applicant or any Guarantor of 50% or more (measured against such equity as of the date hereof), (C) an acquisition, directly or indirectly, of the power to direct or cause the direction of the management or policies of Applicant (or any Guarantor), whether by means of contract, voting power or otherwise, or (D) the merger or consolidation of Applicant or any Guarantor.

(b) Upon an Event of Default, all of the Obligations shall be immediately due and payable without notice or demand (whether or not a drawing or claim had in fact been made or paid) and Bank may, in addition to all other rights and remedies it may have at law or in equity, (i) exercise any remedies of a secured party under applicable law, including under the Code, (ii) charge, debit and/or set-off against any general or special account of Applicant maintained at any office of Bank (whether matured or unmatured) for the amount of the Obligations, (iii) amend or terminate, or transfer drawing rights or cure one or more discrepancies under, any Credit, and/or (iv) make payment in satisfaction of the Obligations or hold all amounts, proceeds and Collateral as security for each Credit. Upon an Event of Default, Applicant shall assemble all Collateral and make it available to Bank at a place designated by Bank which is reasonably convenient to Bank and Applicant, and Bank shall be authorized to liquidate or sell immediately, without demand for payment, advertisement or notice to Applicant, all of which are hereby expressly waived (except such notice as is required by applicable law and cannot be waived, in which event such notice shall be deemed proper if mailed at least five Business Days before disposition or other action) any and all Collateral (whether received pursuant to Section 5(c) hereof or otherwise) at private sale or at public auction or at brokers' board or upon any exchange or otherwise, at Bank's option, in such parcels and at such time and at such place and at such price and upon such terms and conditions as Bank may deem proper, and to apply the net proceeds of such sale or sales, together with any balance of deposits and any sums credited by or due from Bank to Applicant in general account or otherwise, to the payment of any and all of the Obligations, all without prejudice to the rights of Bank against Applicant with respect to any and all amounts which may be or remain unpaid and if any such sale be at broker's board or public auction or upon any exchange Bank may itself be a purchaser at such sale, free from any right of redemption, which Applicant hereby expressly waives and releases.

7. Continuing Rights and Obligations. Bank's rights and liens hereunder shall continue unimpaired, and Applicant shall be and remain obligated in accordance with the terms and provisions hereof, notwithstanding the release and/or substitution of any Property which may be held as security hereunder at any time, or of any rights or interest therein. Applicant waives any defense whatsoever which might constitute a defense available to, or discharge of, a surety or a guarantor. If more than one Person signs this Agreement or an Application hereunder, each of them shall be jointly and severally liable hereunder and thereunder and all the terms and provisions regarding liabilities, obligations and Property of such Persons shall apply to any liabilities, obligations and Property of any and all of them.

8. Electronic Transmissions. Bank is authorized to accept and process any Application and any amendments, transfers, assignments of proceeds, Instructions, consents, waivers and all documents relating to the Credit or the Application which are sent to Bank by electronic transmission, including SWIFT, electronic mail, facsimile, courier, mail or other computer generated telecommunications and such electronic communication shall have the same legal effect as if written and shall be binding upon and enforceable against Applicant. Bank may, but shall not be obligated to, require authentication of such electronic transmission or that Bank receives original documents prior to acting on such electronic transmission. If it is a condition of the Credit that payment may be made upon receipt by Bank of an electronic transmission advising negotiation, Applicant hereby agrees to reimburse Bank on demand for the amount indicated in such electronic transmission advice, and further agrees to hold Bank harmless if the documents fail to arrive, or if, upon the arrival of the documents, Bank should determine that the documents do not comply with the terms and conditions of the Credit.

9. Jurisdiction; Waiver of Jury Trial. (a) Applicant submits to the nonexclusive jurisdiction of any state or federal court located in the Borough of Manhattan, City of New York, State of New York, for itself and its Property and agrees that any such court shall be a proper forum for any action or suit brought by Bank. Service of process in any legal action or proceeding arising out of or in connection with this Agreement, any Instruction or any Credit may be made upon Applicant by mailing a copy of the summons to Applicant either at the address set forth in the applicable Application or at Applicant's last address appearing in Bank's records. In addition, if Applicant is organized or incorporated in a jurisdiction outside the United States of America, Applicant designates the CT Corporation located at 111 8th Avenue, New York, New York 10011 as the true and lawful agent and attorney-in-fact of Applicant for receipt of the summons, writs and notices in connection with any such action or suit. Nothing in this Section 9 shall affect the right of Bank to serve legal process in any other manner permitted by law or affect the right of Bank to bring any action or proceeding against Applicant or its property in the courts of any other jurisdiction.

(b) No legal action or proceeding arising out of or in connection with this Agreement, any Instruction or any Credit may be brought by Applicant against Bank (i) except in a state or federal court located in the Borough of Manhattan, City of New York, State of New York and (ii) unless commenced within one (1) year after (X) the expiration date of the applicable Credit or (Y) the alleged breach shall have purportedly occurred, whichever is earlier.

(c) APPLICANT WAIVES (I) THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION OR PROCEEDING IN WHICH BANK AND APPLICANT ARE PARTIES (WHETHER OR NOT THE ONLY PARTIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY INSTRUCTION OR ANY CREDIT AND (II) THE RIGHT TO INTERPOSE ANY CLAIM, SETOFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION.

10. Applicable Law; Severability. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflict of laws. The UCP and the ISP are incorporated by reference into this Agreement and are evidence of Standard Letter of Credit Practice with respect to matters covered therein provided, however, that to the extent permitted by applicable law, this Agreement shall prevail in case of a conflict between this Agreement, the Uniform Commercial Code (the “Code”), the UCP, ISP 98 and/or Standard Letter of Credit Practice and the UCP shall prevail in case of conflict between the UCP and the Code or other Standard Letter of Credit Practice if the Credit is a standby Credit governed by the UCP, and the ISP shall prevail in case of a conflict between the ISP and the Code and other Standard Letter of Credit Practice if the Credit is a standby Credit governed by the ISP. Any provisions of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Applicant hereby waives any provision of law, which prohibits or renders unenforceable any provision of this Agreement.

11. No Third Party Benefits; Successor; Assignment; Integration; Delivery by Facsimile; Notices. This Agreement shall be binding upon and inure to the benefit of Bank and Applicant and their respective successors and permitted assigns. This Agreement shall not confer any right or benefit upon any Person other than the parties to this Agreement, the Indemnified Persons and their respective successors and permitted assigns. Bank may assign or sell participations in all or any part of any Credit or this Agreement to another entity. Bank may disseminate information relating to Applicant, this Agreement or any Credit (i) in connection with any assignment or participation; (ii) upon the order of any court or otherwise to the extent required by statute, rule, regulation or judicial process; (iii) to bank examiners or upon the request or demand of any other administrative, regulatory agency, or authority; or (iv) to any domestic or foreign branch, subsidiary or affiliate, representative office or agent of Bank and third parties selected by any of the foregoing entities, wherever situated, for confidential use (including in connection with the provision of any service and for data processing, statistical and risk analysis purposes), or in connection with Bank’s performance, administration or enforcement of this Agreement. Applicant may not assign this Agreement without the prior written consent of Bank. Delivery of an executed copy or signature page of this Agreement by facsimile or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. Notices to Bank shall be sent to the address of Bank as set forth on the Credit and shall be delivered by hand, overnight courier or certified mail, return receipt requested. Notices to Applicant shall be sent to the address set forth in the Application unless advised otherwise in writing. **THIS AGREEMENT CONSTITUTES THE ENTIRE CONTRACT AND FINAL AGREEMENT AMONG THE PARTIES RELATING TO THE SUBJECT MATTER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

12. Continuing Agreement. This Agreement is a continuing agreement and may not be terminated by Applicant except upon (i) thirty (30) days’ prior written notice of such termination by Applicant to Bank at the address of Bank set forth on the most recent Credit issued hereunder, (ii) payment of all Obligations and (iii) the expiration or cancellation of all Credits issued hereunder. Notwithstanding the foregoing sentence, if a Credit is issued in favor of a sovereign or commercial entity, which is to issue a guarantee or undertaking on Applicant’s behalf in connection therewith, or is issued as support for such a guarantee, Applicant shall remain liable with respect to such Credit until Bank is fully released in writing by such entity.

13. Survival. The provisions of Sections 2, 3, 5, 9, 10, 12 and 13 shall survive and remain in full force and effect regardless of the consummation of any transactions contemplated hereby, the reimbursement or repayment of any drawings or Obligations, the expiration or termination of the Credits or the termination of this Agreement or any provision hereof.

14. Limitation of Interest and Other Charges. Applicant and Bank intend to conform strictly to the applicable usury laws, if any, now or hereafter in force with respect to this Agreement. To such end: the aggregate of all interest and other charges constituting interest under such applicable usury laws and contracted for, chargeable or receivable under this Agreement shall never exceed the maximum amount of interest, nor produce a rate in excess of the maximum contract rate of interest, that Bank is authorized to charge Applicant under such applicable usury laws.

15. Amendment; Waiver. Bank shall not be deemed to have amended or modified any term hereof, or waived any of its rights unless Bank consents in writing to such amendment, modification or waiver. No such waiver, unless expressly stated therein, shall be effective as to any transaction which occurs subsequent to such waiver, nor as to any continuance of a breach after such waiver. Bank’s consent

to any amendment, waiver, or modification does not mean that Bank shall consent or has consented to any other or subsequent Instruction to amend, modify, or waive a term of this Agreement or any Credit.

16. MISCELLANEOUS.

Installments. If the Credit is issued subject to UCP 600, unless otherwise agreed, in the event that any installment of the Credit is not drawn within the period allowed for that installment, the Credit may continue to be available for any subsequent installments in the sole discretion of Bank, notwithstanding Article 32 of UCP 600.

Auto Extend Notice. If the Credit provides for automatic extension without amendment, Applicant agrees that it will notify Bank in writing at least sixty (60) days prior to the last day specified in the Credit by which Bank must give notice of nonextension as to whether or not it wishes the Credit to be extended. Any decision to extend or not extend the Credit shall be in Bank's sole discretion and judgment. Applicant hereby acknowledges that in the event Bank notifies the beneficiary of the Credit that it has elected not to extend the Credit and the beneficiary draws on the Credit after receiving the notice of non-extension, Applicant acknowledges and agrees that Applicant shall have no claim or cause of action against Bank or defense against payment under the agreement for Bank's discretionary decision to extend or not extend the Credit.

Pending Expiry Notice. If a Credit's terms and conditions provide that Bank give beneficiary a notice of pending expiration, Applicant agrees that it will notify Bank in writing at least sixty (60) days prior to the last day specified in the Credit by which Bank must give such notice of the pending expiration date. In the event Applicant fails to so notify Bank and the Credit is extended, Applicant's Obligations under this Agreement shall continue in effect and be binding on Applicant with regard to the Credit as so extended.

THE UNDERSIGNED HEREBY AGREES TO ALL THE TERMS AND CONDITIONS SET FORTH HEREIN, ALL OF WHICH HAVE BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED.

(Applicant/Obligor)

(Authorized "Signature")

Charles S. Cox
(Print Authorized Signor's Name)

City Manager
(Title)

972-919-2515
(Phone)

July 12, 2016
(Date)

THE FOLLOWING IS TO BE EXECUTED IF THE CREDIT IS TO BE ISSUED FOR THE ACCOUNT OF A PERSON OTHER THAN THE PERSON SIGNING ABOVE:

AUTHORIZATION AND AGREEMENT OF ADDITIONAL PARTY NAMED AS ACCOUNT PARTY

To: THE ISSUER OF THE CREDIT

We join in the above Agreement, naming us as Account Party, for the issuance of the Credit and, in consideration thereof, we irrevocably agree (i) that the above Applicant has sole right to give instructions and make agreements with respect to this Application, the Agreement, the Credit and the disposition of documents, and we have no right or claim against you, any of your affiliates or subsidiaries, or any correspondent in respect of any matter arising in connection with any of the foregoing and (ii) to be bound by the Agreement and all obligations of Applicant thereunder as if we were a party thereto. Applicant is authorized to assign or transfer to you all or any part of any security held by Applicant for our obligations arising in connection with this transaction and, upon any such assignment or transfer, you shall be vested with all powers and rights in respect of the security transferred or assigned to you and you may enforce your rights under this Agreement against us or our Property in accordance with the terms hereof.

(Account Party)

(Authorized "Signature")

(Print Authorized Signor's Name)

(Title)

(Phone)

(Date)



City of Farmers Branch

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

Staff Report

File Number: R2016-064

Agenda Date: 7/12/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Resolution

Agenda Number: G.7

Consider approving Resolution No. 2016-064 awarding unit price bids for the annual purchase of chemicals and fertilizers for the Parks and Recreation Department; and take appropriate action.

BACKGROUND:

The Parks and Recreation Department requests bids for an annual supply of chemicals and fertilizers. Bidding an annual supply increases staff efficiency and is more cost efficient than buying individual items numerous times throughout the year.

DISCUSSION:

Bid requests were advertised and sent to seven vendors. Six bids were received and opened on May 24, 2016. Vendors were notified in the specifications that the quantities were estimates and that the City may purchase adjusted quantities of each product. The low bids received met specifications on all items. The total cost of the low bid items meeting specifications is \$85,515.96

There is \$100,500 budgeted for the annual supply of chemicals and fertilizers. The balance of that account will be utilized to purchase other fertilizers that cannot be included due to price volatility.

This item furthers the Strategic Plan of providing beautifully maintained natural environments, parks, rights-of-way, and green space and a wide variety of quality recreational and entertainment opportunities for all ages.

RECOMMENDATION:

Recommended motion by City Administration to approve Resolution No. 2016-064 awarding bids for chemicals and fertilizers for the Parks and Recreation Department, to the following vendors:

BWI Companies, Inc.: Items 1, 2, 4, 5, 11, 12, 14, 16, 18, 20, 21, 24, 27, 30 and 36 in the amount of \$45,604.45.

Harrell's LLC: Items 3, 6, 7 and 34 in the amount of \$9,440.79.

Helena Chemical Company: Items 9, 13, 15, 19, 25, 26, 31 and 33 in the amount of \$14,354.50.

Site One: Items 10, 17, 23, 29 and 35 in the amount of \$7,447.54.

Target Specialty Products: Item 28 in the amount of \$351.10.

Winfield Solutions: Items 8, 22, and 32 in the amount of \$ 8,317.58.

ATTACHMENTS:

1. Information Memorandum
2. Resolution No. 2016-064



INFORMATION MEMORANDUM

TO: Mayor and City Council

FROM: Charles Cox,
City Manager

DATE: July 12, 2016

SUBJECT: Bid Award for Chemicals and Fertilizers

The Farmers Branch Parks and Recreation Department uses chemicals and fertilizers to maintain athletic fields, parks, landscapes, medians and rights-of-way. Chemicals and Fertilizers are used to enhance the quality of the plant material and turf in the park system.

On May 25, 2016 six bids were received and opened for chemicals and fertilizers. All the items that are listed below are the low bid, meeting specifications:

- BWI Companies, Inc. submitted the low bid for items 1, 2, 4, 5, 11, 12, 14, 16, 18, 20, 21, 24, 27, 30 and 36 in the amount of \$45,604.45.
- Harrell's LLC submitted the low bid for items 3, 6, 7 and 34 in the amount of \$9,440.79.
- Helena Chemical Company submitted the low bid for items 9, 13, 15, 19, 25, 26, 31 and 33 in the amount of \$14,354.50.
- Site One submitted the low bid for items 10, 17, 23, 29 and 35 in the amount of \$7,447.54.
- Target Specialty Products submitted the low bid for item 28 in the amount of \$351.10.
- Winfield Solutions submitted the low bid for items 8, 22, and 32 in the amount of \$8,317.58.

The total of low bid items meeting specifications is \$85,515.96.

Possible Council Action:

1. I move to approve Resolution No. 2016-064 awarding the bid for Chemicals and Fertilizers to BWI Companies Inc., Harrell's LLC, Helena Chemical Company, Site One, Target Specialty products, and Winfield Solutions.
2. I move to approve Resolution No. 2016-064 awarding the bid for Chemicals and Fertilizers to BWI Companies Inc., Harrell's LLC, Helena Chemical Company, Site One, Target Specialty products, and Winfield Solutions, with modification(s).
3. I move to table the item or take no action.



RESOLUTION NO. 2016-064

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH AWARDING UNIT PRICE BIDS FOR THE ANNUAL PURCHASE OF CHEMICALS AND FERTILIZERS FOR THE PARKS AND RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purchase of an annual supply of chemicals and fertilizers is necessary for the maintenance of athletic fields, parks, city lawns and landscaped areas; and

WHEREAS, having solicited, received and evaluated bids for conformity to specifications, City Administration recommends awarding the bids for chemicals and fertilizers based on the unit prices set forth in the bid tabulation attached to this resolution; and

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

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

SECTION 1. The City Manager is hereby authorized, on behalf of the City, to award bids and enter agreements with the companies identified in Exhibit "A" Bid Tabulation, attached hereto, for the purchase of chemicals and fertilizers in accordance with the unit prices in said Bid Tabulation, as follows:

- A. BWI Companies, Inc.: Items 1, 2, 4, 5, 11, 12, 14, 16, 18, 20, 21, 24, 27, 30 and 36 in the amount of \$45,604.45.
- B. Harrell's LLC: Items 3, 6, 7 and 34 in the amount of \$9,440.79.
- C. Helena Chemical Company: Items 9, 13, 15, 19, 25, 26, 31 and 33 in the amount of \$14,354.50.
- D. Site One: Items 10, 17, 23, 29 and 35 in the amount of \$7,447.54.
- E. Target Specialty Products: Item 28 in the amount of \$351.10.
- F. Winfield Solutions: Items 8, 22, and 32 in the amount of \$ 8,317.58

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 12TH DAY OF JULY 2016.

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

APPROVED:

Bob Phelps, Mayor

Exhibit "A" Bid Tabulation
2015-16 Chemicals and Fertilizers

Jim Garrett 972-242-4755	Kevin Lebanick 817-659-9111	Dirk Doyle 800-455-5666	Keith McGinty 800-321-5325 2550	Jim Travis 214-357-5741	Greg Bronniman 214-905-3887
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NO.	ITEM	UNIT	QTY	BWI Companies, Inc.		Harrell's LLC		Helena Chem. Co.		SiteOne		Target Specialty Prod		Winfield Solutions	
				UNIT COST	TTL COST	UNIT COST	TTL COST	UNIT COST	TTL COST	UNIT COST	TTL COST	UNIT COST	TTL COST	UNIT COST	TTL COST
LANDSCAPE FERTILIZER															
1	Super Thrive	1 gal. cont.	20	96.95	1,939.00	-	-	-	-	132.99	2,659.80	132.00	2,640.00	120.00	2,400.00
2	Sprint 138	5 lb. cont.	80	80.50	6,440.00	-	-	84.94	6,795.20	-	-	84.75	6,780.00	89.50	7,160.00
3	Peter's 20-20-20 (=)	25 lb. bag	5	25.45	127.25	19.85	99.25	21.25	106.25	37.10	185.50	27.42	137.10	22.50	112.50
4	21-0-0 Ammonium Sulf	50 lb. bag	200	9.00	1,800.00	10.65	2,130.00	11.80	2,360.00	9.52	1,904.00	9.44	1,888.00	10.45	2,090.00
5	25-0-10; 50% Uflex...	50 lb. bag	240	14.00	3,360.00	16.79	4,029.60	15.63	3,751.20	21.81	5,234.40	15.50	3,720.00	-	-
6	40-0-0; 90% Nutralene...	50 lb. bag	360	28.00	10,080.00	23.40	8,424.00	27.63	9,946.80	-	-	31.00	11,160.00	-	-
INSECTICIDES															
7	Merit (=)	1.6 oz. pkt	20	13.90	278.00	5.50	110.00	16.50	330.00	9.63	192.60	16.48	329.60	6.30	126.00
8	Talstar P Professional	.75 gal. cont	21	24.00	504.00	28.63	601.23	26.00	546.00	24.84	521.64	35.49	745.29	23.45	492.45
9	Forbid Miticide	48 oz. case	1	1,170.00	1,170.00	1,296.25	1,296.25	1,140.00	1,140.00	1,419.48	1,419.48	1,212.00	1,212.00	1,194.00	1,194.00
10	Wasp Freeze	17.5 oz. can	12	7.50	90.00	7.48	89.76	8.10	97.20	6.04	72.48	7.39	88.68	7.12	85.44
11	Acephate 75	12 lb. case	12	95.00	1,140.00	113.52	1,362.24	118.80	1,425.60	131.04	1,572.48	114.50	1,374.00	121.80	1,461.60
12	Topchoice	50 lb. bag	50	125.00	6,250.00	125.00	6,250.00	125.00	6,250.00	137.50	6,875.00	125.00	6,250.00	125.00	6,250.00
13	Sevin SL	2.5 gal. cont.	10	92.00	920.00	96.06	960.60	88.75	887.50	117.66	1,176.60	94.15	941.50	97.50	975.00
14	Suffoil X	2.5 gal. cont.	10	44.50	445.00	-	-	26.77	267.70	31.35	313.50	49.86	498.60	46.85	468.50
HERBICIDES															
15	Dimension 2EW	2.5 gal. cont.	4	578.75	2,315.00	578.75	2,315.00	500.00	2,000.00	525.00	2,100.00	576.66	2,306.64	525.00	2,100.00
16	Pendulum 2G	40 lb. bag	150	53.75	8,062.50	58.53	8,779.50	56.00	8,400.00	75.53	11,329.50	61.99	9,298.50	68.95	10,342.50
17	Pendulum Aquacap	2.5 gal. cont.	50	125.95	6,297.50	142.32	7,116.00	135.00	6,750.00	119.12	5,956.00	141.60	7,080.00	130.00	6,500.00
18	Ronstar 2G	50 lb. bag	132	66.50	8,778.00	77.22	10,193.04	70.00	9,240.00	98.94	13,060.08	77.25	10,197.00	74.45	9,827.40
19	Trimec Southern	2.5 gal. cont.	50	128.00	6,400.00	137.94	6,897.00	122.50	6,125.00	163.09	8,154.50	134.30	6,715.00	131.50	6,575.00
20	Confront	1 gal. cont.	4	125.00	500.00	136.45	545.80	129.00	516.00	152.62	610.48	141.39	565.56	125.88	503.52
21	Image	11.43 oz. cont	20	101.00	2,020.00	103.85	2,077.00	108.00	2,160.00	126.55	2,531.00	107.53	2,150.60	-	-
22	Certainty	1.25 oz. cont.	110	69.30	7,623.00	74.78	8,225.80	72.00	7,920.00	74.89	8,237.90	75.83	8,341.30	67.90	7,469.00
23	Celcius WG	10 oz. bottle	4	96.20	384.80	96.20	384.80	96.20	384.80	96.20	384.80	84.73	338.92	96.20	384.80
24	Monument 75WG	10 gram case	1	194.95	194.95	230.00	230.00	240.00	240.00	257.00	257.00	313.44	313.44	242.50	242.50
25	Rodeo	2.5 gal. cont.	16	42.50	680.00	56.06	896.96	35.00	560.00	50.58	809.28	52.44	839.04	42.00	672.00
26	Round Up Pro	2.5 gal. cont.	40	28.50	1,140.00	30.59	1,223.60	28.25	1,130.00	52.81	2,112.40	46.29	1,851.60	30.50	1,220.00
27	Surflan	2.5 gal. cont.	4	114.25	457.00	135.78	543.12	125.00	500.00	127.77	511.08	133.32	533.28	120.00	480.00
28	Ornamec	1 gal. cont.	2	-	-	197.26	394.52	210.00	420.00	232.69	465.38	175.55	351.10	190.00	380.00
29	Specticle Total	1 gal. cont.	8	1,575.00	12,600.00	1,575.00	12,600.00	1,575.00	12,600.00	73.82	590.56	60.25	482.00	1,575.00	12,600.00
ALGAE/FUNGICIDES															
30	Copper Sulfate - Md/Lg	50 lb. bag	40	79.50	3,180.00	82.92	3,316.80	-	-	164.74	6,589.60	107.71	4,308.40	95.00	3,800.00
31	Banner Max II	1 gal. cont.	6	216.00	1,296.00	216.00	1,296.00	216.00	1,296.00	216.00	1,296.00	195.92	1,175.52	216.00	1,296.00
32	Compass	1 lb. cont.	1	384.00	384.00	415.00	415.00	380.00	380.00	461.31	461.31	407.69	407.69	356.13	356.13
GROWTH REGULATORS															
33	Atrimec	1 gal. cont.	4	315.00	1,260.00	322.16	1,288.64	304.00	1,216.00	346.99	1,387.96	314.29	1,257.16	320.00	1,280.00
34	Primo (Podium=)	1 gal. cont.	6	290.00	1,740.00	134.59	807.54	150.00	900.00	290.00	1,740.00	333.14	1,998.84	290.00	1,740.00
CHEMICAL ADDITIVES															
35	SPI-Max/Blazon (=)	2.5 gal. cont.	10	69.50	695.00	59.08	590.80	105.00	1,050.00	44.37	443.70	94.28	942.80	65.50	655.00
36	Non-ionic surfactant	1 gal. cont.	120	8.65	1,038.00	29.99	3,598.80	12.00	1,440.00	47.52	5,702.40	14.89	1,786.80	13.45	1,614.00
Sub-total of low quotes per vendor:					45,604.45		9,440.79		14,354.50		7,447.54		351.10		8,317.58

Total of low quotes meeting specifications: 85,515.96

Low bid meeting specifications	GREEN
Typo/miscalculation; vendor requests item be remove from consideration.	YELLOW
Multiple vendors provided same price. Supplier chosen by blind random draw.	BLUE
Product does not meet specs	ORANGE



City of Farmers Branch

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

Staff Report

File Number: ORD-3378

Agenda Date: 7/12/2016

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. 3378 to repeal and terminate the existing Specific Use Permit allowing a gas well drilling facility at 11500 Mathis Drive; and take appropriate action.

BACKGROUND:

In October 2009 the City of Farmers Branch adopted Ordinance No. 3057 approving a Specific Use Permit for a natural gas well site on a 4.5 acres tract located east of the intersection of Mathis Avenue and Crown Drive, commonly known as 11500 Mathis Drive. The site is surrounded by commercial or industrial land uses and is located within Planned Development District 88 (PD-88), also known as the Mercer Crossing Form-Based Code. In 2008, the City amended the Comprehensive Zoning Ordinance to allow gas well land uses within this zoning district with granting of a Specific Use Permit. In 2009 the City approved the second Specific Use Permit for a gas well site at this location, 11500 Mathis Drive, with the adoption of Ordinance No. 3057.

DISCUSSION:

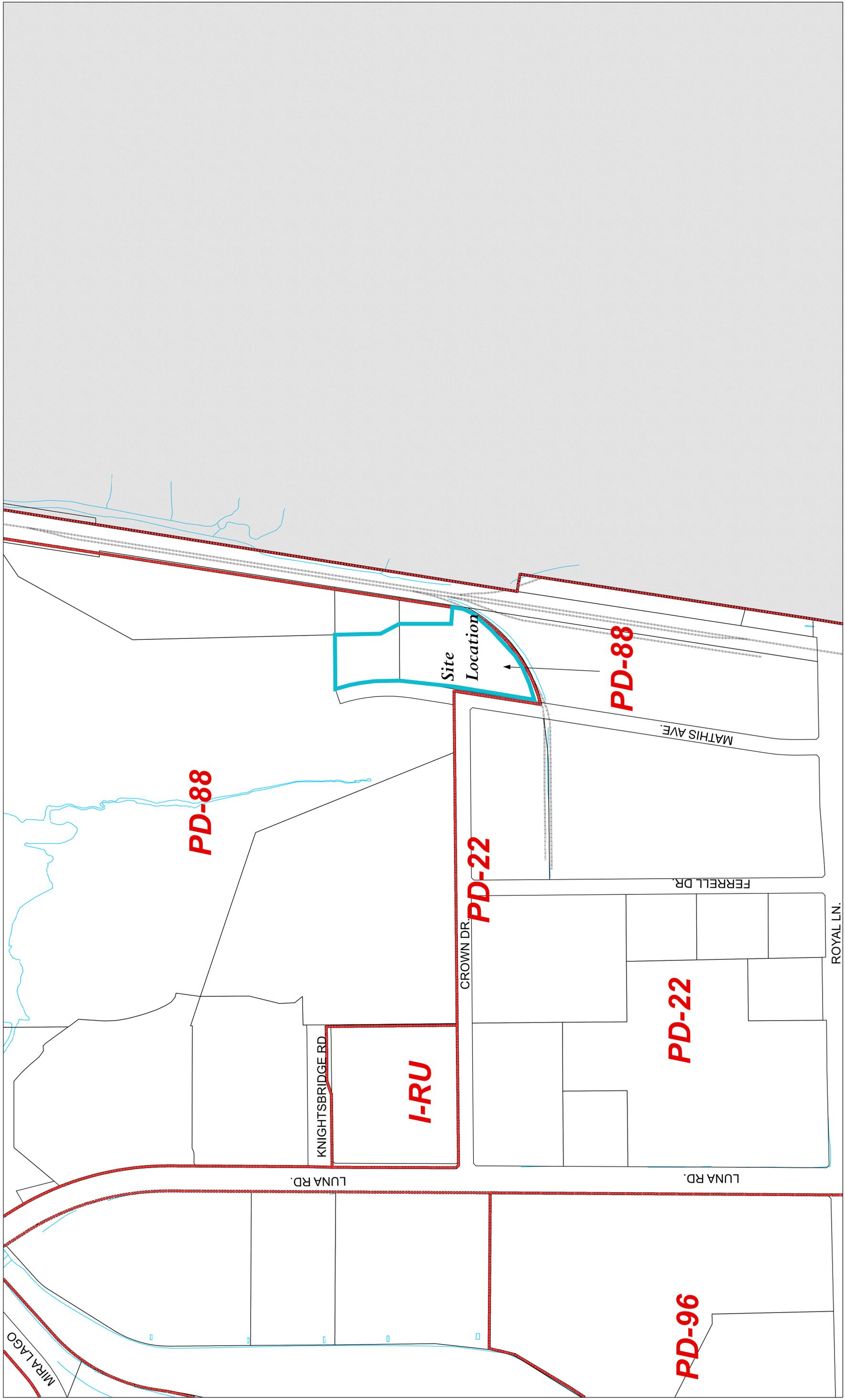
Currently Mathis Drive terminates at the intersection with Crown Drive. Future development plans for this area, however, includes an expansion of Knightsbridge Road to the west of the site. Earlier this year the city approved an amendment to PD-88 establishing the property immediate to the west of this site to be development for new multi-family community. With this new change in land use immediately next door to this industrial site, the existing property owner, Pillar Income, has requested this existing Gas Well SUP be repealed and terminated.

RECOMMENDATION:

On June 13th 2016, the Planning and Zoning Commission voted to recommend approval of the request to repeal and terminate the existing Specific use Permit as described in Ordinance No. 3378.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Ordinance No. 3378
5. Gas Well No build Zone Exhibit
6. Gas Well Network Map
7. Ordinance 3057 creating the gas well SUP
8. Notification Map
9. Summary of Mailed Notices



16-SU-08 - Location Map

11500 Mathis Ave.

-  Zoning District Boundary
-  Parcel Property Boundaries
-  City Limit

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





Site Location

16-SU-08 - Aerial Map 11500 Mathis Ave.

-  Parcel Property Boundaries
-  City Limit



0 405 810

Feet



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: July 12, 2016

SUBJECT: Proposed Ordinance No. 3378 for repeal and termination of the existing Specific Use Permit allowing a natural gas well site on a 4.55 acre tract located east of the intersection of Mathis Drive and Crown Drive and approximately 1,900 feet east of Luna Road.

Existing Conditions:

The subject property is currently an undeveloped 4.55 acre lot located along the eastern side of Mathis Drive, adjacent to the intersection with Crown Drive. The site is surrounded by commercial or industrial land uses. To the west of the site (on the southwest corner of the Mathis /Crown intersection) is an existing business park. Most of the occupants in this business park are small and intermediate businesses requiring both office and warehouse space. To the south and east of the site are active railroad tracks (formerly owned by Burlington Northern and now by the City of Dallas) and additional warehouse or industrial uses. To the north of the site is undeveloped commercial land.

This site is located within Planned Development District 88 (PD-88), also known as the Mercer Crossing Form-Based Code. In 2008, the City amended the Comprehensive Zoning Ordinance to allow gas well land uses within this zoning district with granting of a Specific Use Permit. In 2009 the City approved the second Specific Use Permit for a gas well site at this location, 11500 Mathis Drive, with the adoption of Ordinance No. 3057 (See attached).

Currently Mathis Drive terminates at the intersection with Crown Drive. Future development plans for this area, however, includes an expansion of Knightsbridge Road to the west of the site. Earlier this year the city approved an amendment to PD-88 establishing the property immediate to the west of this site to be development for new multi-family community. With this new

change in land use immediately next door to this industrial site, the existing property owner, Pillar Income, has requested this existing Gas Well SUP be repealed and terminated.

Comprehensive Plan:

The West Side Plan was developed in 2003. Within the West Side Plan, this area was generally identified for open space and employment use.

Thoroughfare Plan:

This site only has street access to the future northern extension of Mathis Drive. Future Mathis Drive is planned to be a 4 lane undivided street, however, no construction date has been estimated or budget established for this road improvement at this time.

Public Response

A public notice ad was placed in Dallas Morning News on June 19th, 2016. As of July 6th no letters of opposition for this SUP request have been received by the City.

Possible Council Action:

1. I move to adopt Ordinance No. 3378.
2. I move to adopt Ordinance No. 3378 with the following modification(s)...
3. I move to table the item or take no action.



ORDINANCE NO. 3378

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 REPEALING ORDINANCE NO. 3057 GRANTING A SPECIFIC USE PERMIT FOR A GAS WELL SITE ON A 4.557 ACRE TRACT LOCATED EAST OF THE INTERSECTION OF MATHIS DRIVE AND CROWN DRIVE APPROXIMATELY 1900 FEET EAST OF LUNA ROAD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; 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 the Zoning Map of the City of Farmers Branch, Texas, be, and the same are hereby amended, by repealing Ordinance No. 3057 granting a Specific Use Permit for a Gas Well Site on a 4.557 acre tract located east of the intersection of Mathis Drive and Crown Drive approximately 1900 feet from Luna Road (11500 Mathis Drive) more particularly described in Exhibit "A" of said Ordinance No. 3057 ("the Property"), and terminating all rights granted in said ordinance for use and development of the Property for a gas well site.

SECTION 2. 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 3. 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 4. 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 12TH DAY OF JULY, 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:7/6/16:77141)

PROJECT DATA

ZONING:	EXISTING - PD-88	
	PROPOSED - PD	
UNIT AVERAGE NET SF:	900 S.F.	
TOTAL UNIT:	840	
	PHASE I: 420	
	PHASE II: 420	
TOTAL ACREAGE:	30.1 NET ACRES	
	PHASE I: 15.0 NET ACRES	
	PHASE II: 15.1 NET ACRES	
DENSITY:	28 UNITS/ ACRE TOTAL ACREAGE	
	PHASE I: 28 UNITS/ ACRE	
	PHASE II: 28 UNITS/ ACRE	
BUILDING AREA:	PHASE I: 550,000 S.F.	
	PHASE II: 555,000 S.F.	
AMENITY SPACE:	PHASE I: 11,500 S.F.	
	PHASE II: 8,500 S.F.	
PARKING:	PROVIDED 1302	(1.55 PARKING/ UNIT)
	PHASE I: SURFACE - 451	
	GARAGE - 200	
	PHASE II: SURFACE - 441	
	GARAGE - 210	



VALLEY VIEW LN

MERCER PKWY

TRINITY WEST ADDITION (C7)

TRINITY EAST ADDITION (C3)

IH 635

TRINITY SOUTH ADDITION (C4)

LUNA RD

ROYAL LN

Burlington Northern R.R. (City of Dallas)





FARMERS
BRANCH

ORDINANCE NUMBER 3057

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, BY GRANTING A SPECIFIC USE PERMIT TO ALLOW A GAS WELL SITE ON A 4.55 ACRE TRACT LOCATED EAST OF THE INTERSECTION OF MATHIS DRIVE AND CROWN DRIVE APPROXIMATELY 1900 FEET EAST OF LUNA ROAD AND WITHIN PLANNED DEVELOPMENT 88 (PD-88) ZONING DISTRICT; ADOPTING A SITE PLAN, SPECIAL EXCEPTIONS, AND SPECIAL CONDITIONS; PROVIDING FOR A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND (\$2,000.00) DOLLARS PER OFFENSE; PROVIDING FOR INJUNCTIVE RELIEF; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1. That the Comprehensive Zoning Ordinance of the City of Farmers Branch, Texas, be, and the same is hereby amended, by amending the Zoning Map of the City of Farmers Branch so as to grant a Specific Use Permit to allow a natural gas well site on a 4.55-acre tract located east of the intersection of Mathis Drive and Crown Drive approximately 1900 feet from Luna Road (11500 Mathis Drive) and within Planned Development 88 (PD-88) zoning district (hereinafter the "Property"), said property being more particularly described in Exhibit "A," attached hereto and incorporated herein as if set out in full in this Section 1.

SECTION 2. That the Property shall conform in operation, location and construction to the development standards specified within Planned Development 88 (PD-88) zoning district and in

accordance with the Site Plan attached hereto as Exhibit "B," and shall be further developed in accordance with the following Special Exceptions and Conditions:

A. Special Exceptions:

- (1) To allow the proposed concrete wall and fence to be located within the thirty foot (30.0') front setback along existing and future Mathis Drive as shown on Exhibit "B"-Site Plan (Landscape Plan Details).
- (2) To allow the use of eight inch (8.0") flex-based gravel (compressed to support at least 80,000 vehicles) for fire lanes, travel-ways and parking areas within the site.

B. Special Conditions:

- (1) A final plat of the Property must be approved and recorded prior to issuance of a Building Permit or Gas Well Permit for the site.
- (2) Installation of all sidewalk, streetlights, landscaping and fence improvements as shown on the Site Plan (Exhibit "B") shall be completed not later than nine (9) months after the date of the issuance of a Building Permit or Gas Well Permit for the site.
- (3) If the operator who obtains a Gas Well Permit for the drilling and production of natural gas on and from the Property commences drilling one or more gas wells on the Property and subsequently abandons all such drilling and/or production activities, and such abandonment occurs prior to the completion of construction of the improvements required by the Special Condition set forth in Paragraph (2), above, the Property must be restored to the condition of the Property prior to the adoption of this Ordinance, said restoration to be completed not later than three (3) months after the abandonment.
- (4) No activity for the exploration, drilling, or production of oil, gas, or other minerals shall occur on the Property until the holder of the Gas Well Permit authorizing such activities on the Property has signed a Right-of Way Maintenance and Repair Agreement with the City of Farmers Branch.

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

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

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

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

SECTION 7. In addition to and accumulative of all other penalties, the City of Farmers Branch shall have the right to seek injunctive relief for any and all violations of this ordinance.

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

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ON THIS THE 6TH DAY OF OCTOBER, 2009.

ATTEST:



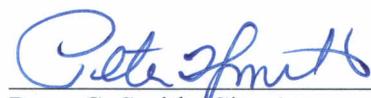
Cindee Peters, City Secretary

APPROVED:



Tim O'Hare, Mayor

APPROVED AS TO FORM:



Peter G. Smith, City Attorney

Exhibit A- Legal Description

LAND DESCRIPTION

Being a tract of land situated in the William M. Cochran Survey, Abstract No. 279, Dallas County, Texas and being a portion of Lot 2R, Block C, Luna 635 Business Park, an addition to the City of Farmers Branch, Texas as recorded in Volume 80017, Page 2039 of the Deed Records of Dallas County, Texas and also being a portion of those certain tracts of land as described in deeds to Transcontinental Realty Trust, Inc. as recorded in Volume 2000030, Page 4607 and Volume 2002176, Page 10952 of the Deed Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set with "Pate" cap at the intersection of the northerly right of way line of Crown Drive (64 foot wide right-of-way) and the easterly right-of-way line of Mathis Drive (64 foot wide right-of-way) according to the plat of said Luna 635 Business Park;

THENCE North 13 degrees 54 minutes 20 seconds East, departing the right-of-way lines of said Crown Drive and Mathis Drive, a distance of 10.58 feet to a 5/8 inch iron rod set with "Pate" cap for a corner;

THENCE North 08 degrees 53 minutes 00 seconds East, a distance of 159.86 feet to a 5/8 inch iron rod set with "Pate" cap at the beginning of a curve to the left, having a central angle of 27 degrees 16 minutes 55 seconds, a radius of 682.00 feet and being subtended by a 321.68 foot chord which bears North 04 degrees 45 minutes 28 seconds West;

THENCE, along said curve to the left in a northwesterly direction, an arc distance of 324.74 feet to a 5/8 inch iron rod set with "Pate" cap for a corner;

THENCE North 89 degrees 32 minutes 34 seconds East, a distance of 223.47 feet to a 5/8 inch iron rod set with "Pate" cap for a corner;

THENCE South 01 degrees 24 minutes 10 seconds East, a distance of 188.12 feet to a 5/8 inch iron rod set with "Pate" cap for a corner;

THENCE South 27 degrees 51 minutes 18 seconds East, a distance of 133.99 feet to a 5/8 inch iron rod set with "Pate" cap for a corner;

THENCE South 11 degrees 35 minutes 46 seconds West, a distance of 202.04 feet to a 5/8 inch iron rod set with "Pate" cap for a corner;

THENCE South 89 degrees 42 minutes 29 seconds East, a distance of 90.79 feet to a 5/8 inch iron rod set with "Pate" cap for a corner on the westerly line of that certain tract of land as described in deed to the City of Dallas as recorded in Volume 86057, Page 342 of the Deed Records of Dallas County, Texas;

THENCE South 08 degrees 50 minutes 28 seconds West, along the westerly line of said City of Dallas tract, a distance of 39.32 feet to a 5/8 inch iron rod set with "Pate" cap at the beginning of a non-tangent curve to the right, having a central angle of 48 degrees 13 minutes 44 seconds, a radius of 603.29 feet and being subtended by a 492.96 foot chord which bears South 52 degrees 20 minutes 12 seconds West;

THENCE, along said curve to the right in a southwesterly direction, an arc distance of 507.82 feet to a 5/8 inch iron rod set with "Pate" cap for a corner on the easterly right-of-way line of the aforementioned Mathis Drive;

THENCE North 08 degrees 48 minutes 13 seconds East, along the easterly right-of-way line of said Mathis Drive, a distance of 358.62 feet to the **POINT OF BEGINNING** and containing 198,520 Square Feet or 4.557 acres of land, more or less.

Exhibit B – Site Plan- (Production Phase)

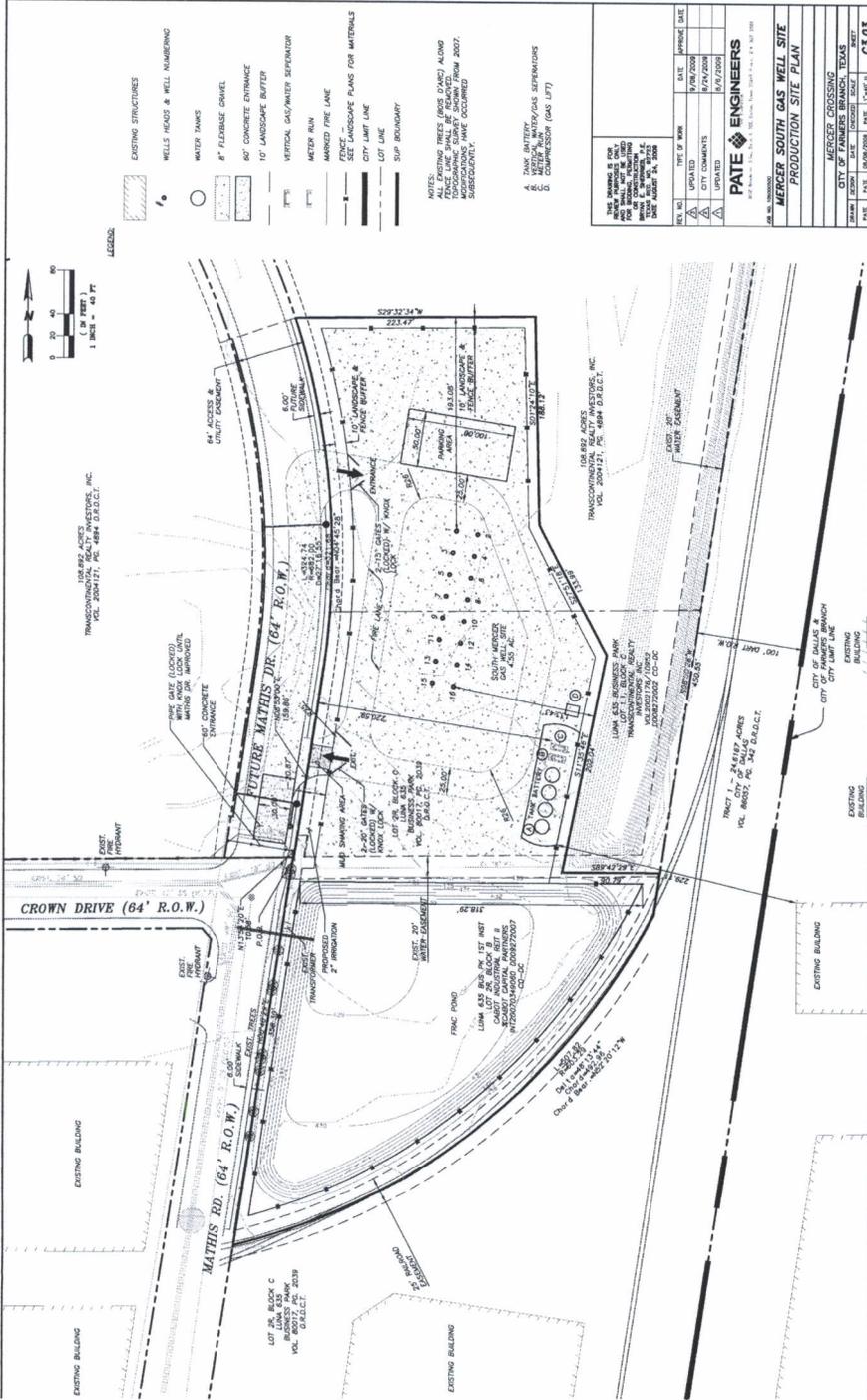
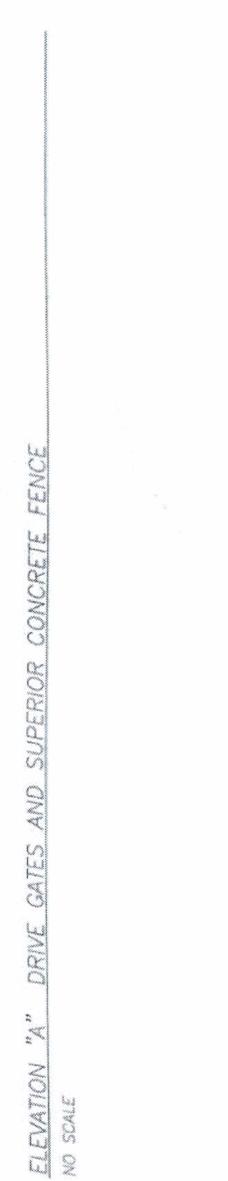
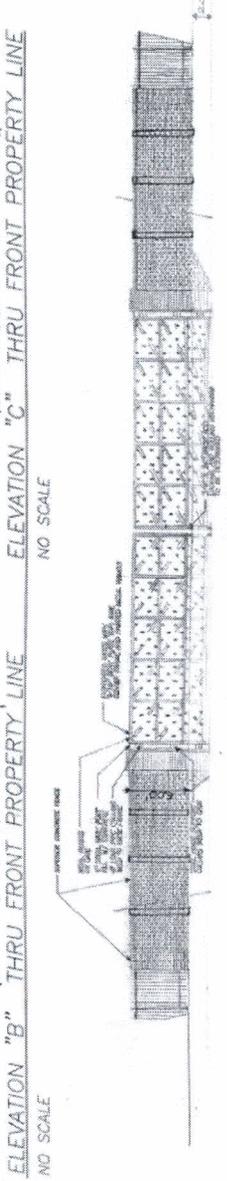
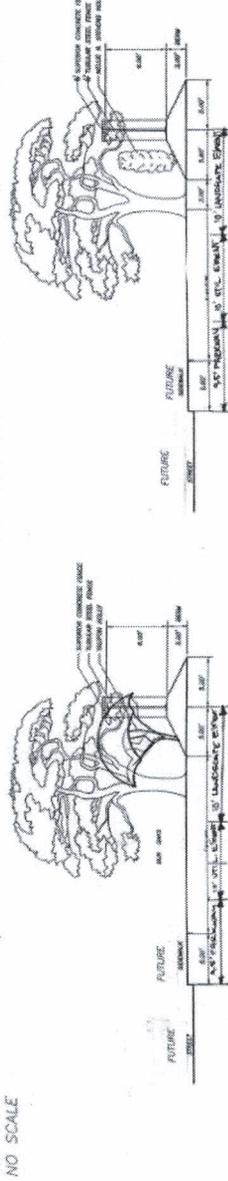
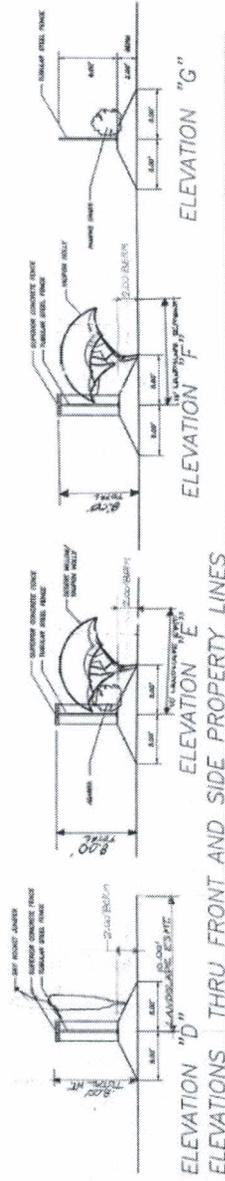


Exhibit B – Site Plan- (Landscape and Wall Details)



REV. NO.	DESCRIPTION	DATE	BY	CHKD.

MICHAEL ZEFFRACH & ASSOCIATES, INC.
 2001 W. UNIVERSITY BLVD., SUITE 200
 AUSTIN, TEXAS 78705
 TEL: 512.476.1111 FAX: 512.476.1112

MERCER SOUTH GAS WELL SITE
 LANDSCAPE CONSTRUCTION DETAILS

MERCER CROSSING
 CITY OF FARMERS BRANCH, TEXAS
 DRAWN: J. GIBSON DATE: 08/02/2008 SCALE: AS SHOWN
 PLOT: 14.15 DATE: 08/02/2008 SHEET NO.: C6.01

Exhibit B – Site Plan- (Drainage)

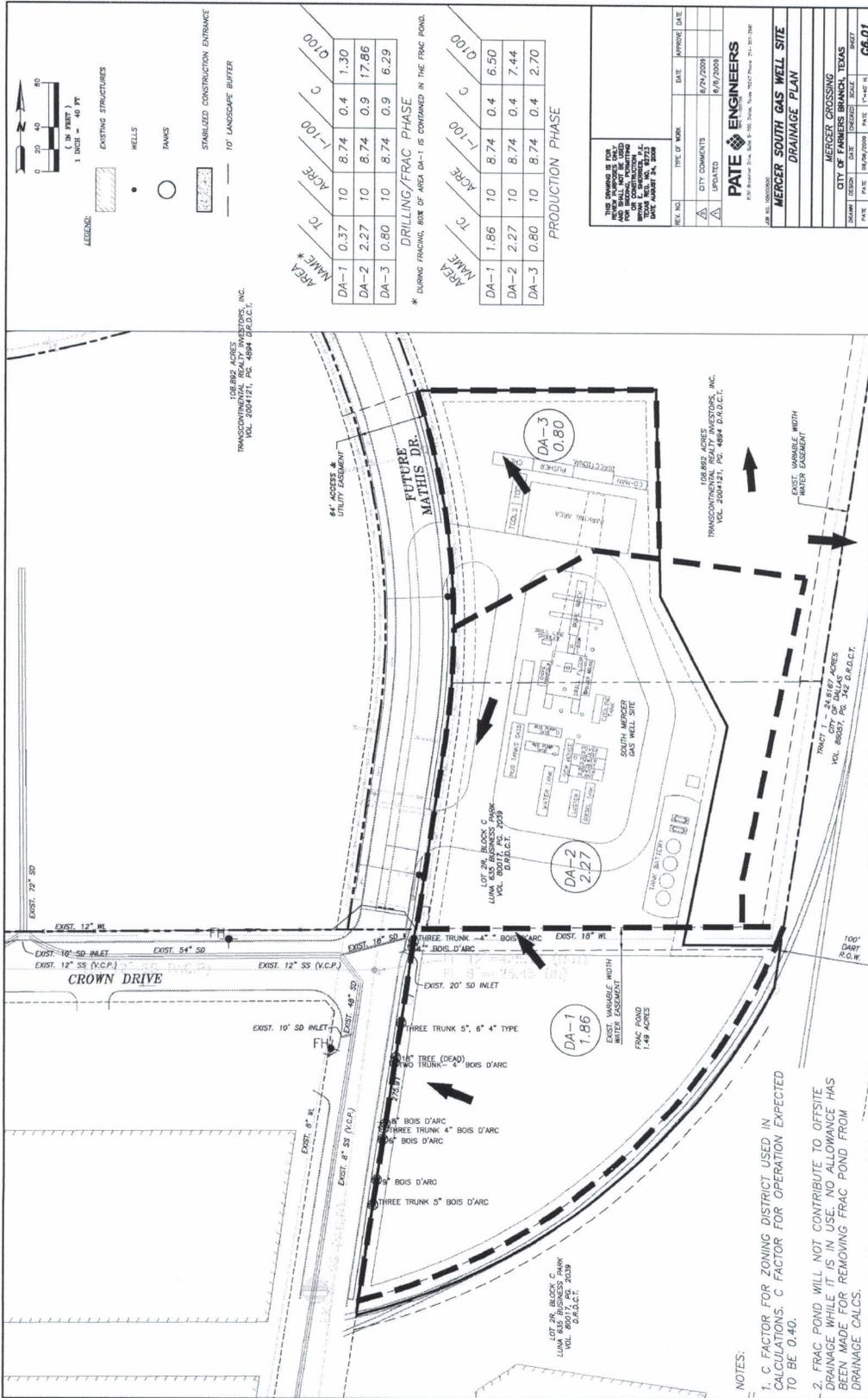
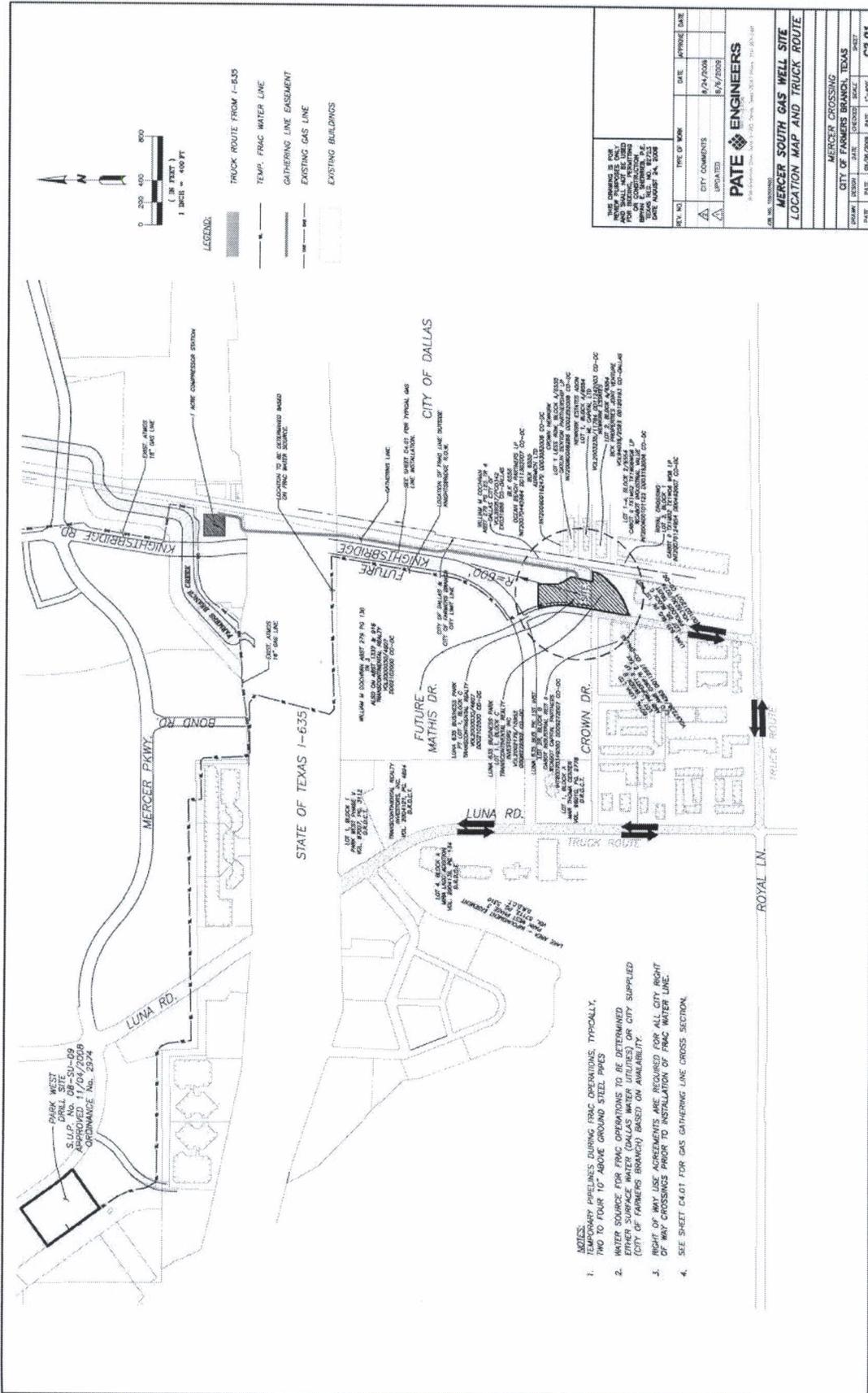
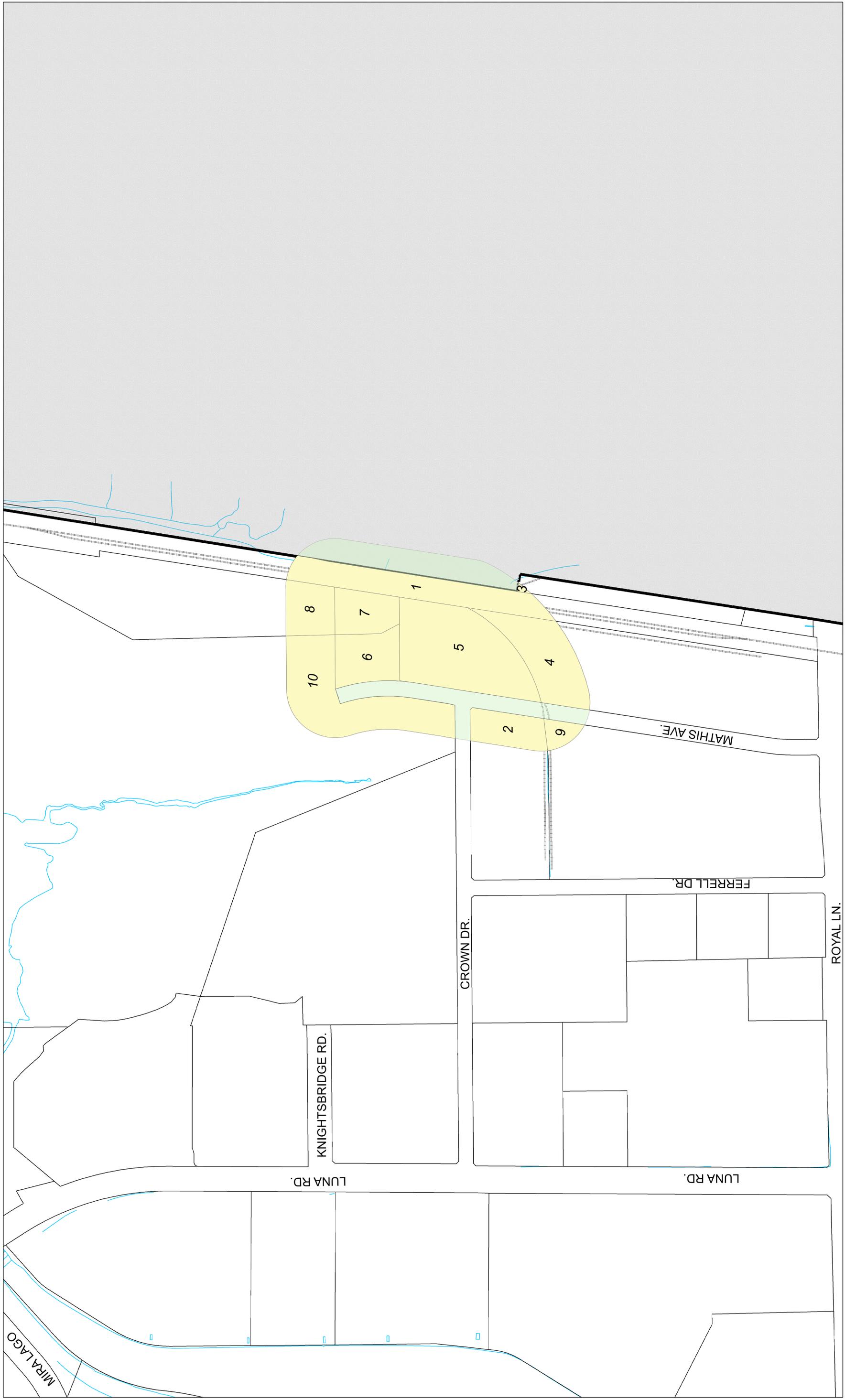


Exhibit B – Site Plan- (Gas Well Network Plan)





Parcels2015_Clip22

City Limit

Parcel Property Boundaries



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.

0 400 800 Feet



16-SU-08 - Notification Map

11500 Mathis Ave.

**Summary of Mailed Notices
Property Owner List
16-SU-08
11500 Mathis Ave**

Map	First Name	Address	City	State	Zip	Written Response
1	DALLAS CITY OF	1500 Marilla St	Dallas	TX	75201-6318	No response
2	COLFIN COBALT I II OWNER LLC	2450 Broadway Suite 600	Santa Monica	CA	90404-3591	No response
3	CABOT II TX1M02	1 Beacon St Suite 1700	Boston	MA	02108-3106	No response
4	CATELLUS OPERATING LTD PS	4545 Airport Way	Denver	CO	80239-5716	No response
5	TRANSCONTINENTAL REALTY INVESTORS INC	1603 LBJ Fwy Suite 300	Dallas	TX	75234-6057	No response
6	2M HOLDINGS LP	1603 LBJ Fwy Suite 300	Dallas	TX	75234-6057	No response
7	TCI MANHANTTAN 2 LLC	1603 LBJ Fwy Suite 300	Dallas	TX	75234-6057	No response
8	TCI MANHANTTAN 2 LLC	1603 LBJ Fwy Suite 300	Coppell	Texas	750196907	No response
9	AMB PROPERTY II LP	14305 Olympic Ct	Farmers Branch	Texas	752343878	No response
10	2M HOLDINGS LP	14371 Olympic Dr	Farmers Branch	Texas	752343831	No response



City of Farmers Branch

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

Staff Report

File Number: ORD-3379

Agenda Date: 7/12/2016

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number: H.2

Conduct a public hearing and consider adopting Ordinance No. 3379 to repeal and terminate the existing Specific Use Permit allowing a gas well drilling facility at 12651 Mercer Parkway; and take appropriate action.

BACKGROUND:

In March 2011 the City of Farmers Branch adopted Ordinance No. 3129 approving a Specific Use Permit for natural gas exploration and drilling activity. The subject property is currently an undeveloped 4.2 acre lot located along the western side of new Mercer Parkway, approximately midway between Valley View Lane and Luna Road. There are no existing buildings immediately adjacent to the site. The closest permanent structure to the site is an unoccupied water pump house located approximately 60 feet west of the southwest corner of the site. An extensive levee system, owned and operated by the Valwood Improvement District is located directly west of the subject property. This site is located within Planned Development District 99 (PD-99)

DISCUSSION:

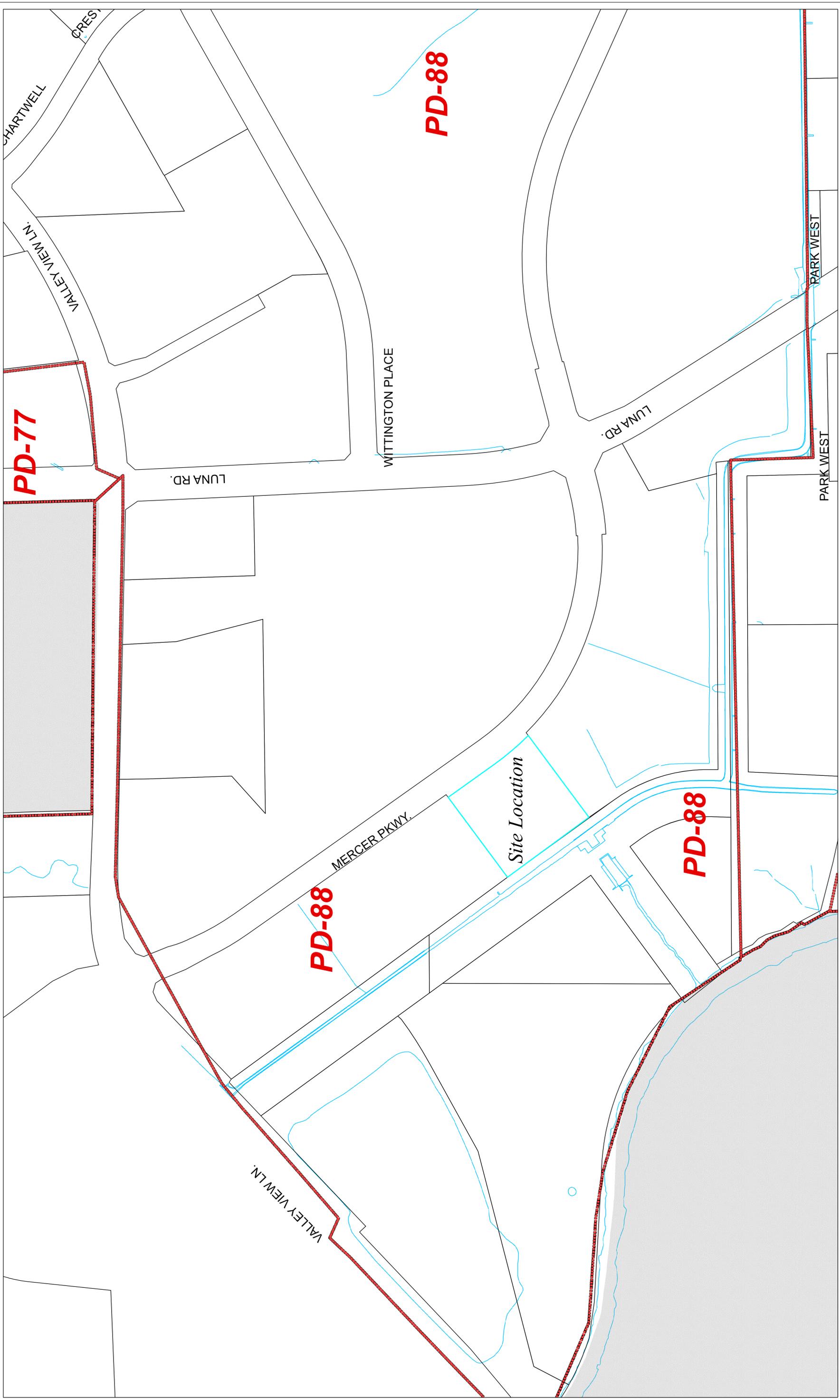
Earlier this year Centurion American proposed a new master planned community for approximately 268 acres west of Mercer Crossing Lake. This new community, known as Planned Development No. 99 (PD-99) was approved by the City with the adoption of Ordinance No. 3359. The approved conceptual site plan for this new community included a wide variety of new residential development on the west side of Luna Road, including this 4.2 acre site allowing a future gas well. In preparation of this new residential development, Centurion American is now requesting this existing Specific Use Permit be repealed and terminated. The repeal of this SUP, as outlined in Ordinance No. 3129, will protect these new residential land uses from potential industrial activity.

RECOMMENDATION:

On June 13th 2016, the Planning and Zoning Commission voted to recommend approval of the request to repeal and terminate the existing Specific Use Permit as described in Ordinance No. 3379.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Ordinance No. 3379
5. PD-99 Conceptual Site Plan
6. Ordinance 3129 creating gas well SUP
7. Site Photographs
8. Notification Map
9. Summary of Mailed Notices

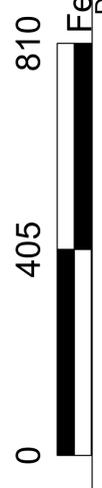


16-SU-09 - Location Map

12651 Mercer Parkway

-  Zoning District Boundary
-  Parcel Property Boundaries
-  City Limit

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





16-SU-09 - Aerial Map

12651 Mercer Parkway



- Parcel Property Boundaries
- City Limit

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





Information MEMORANDUM

TO: Mayor and City Council

FROM: Charles Cox
City Manager

DATE: July 12, 2016

SUBJECT: Proposed Ordinance No. 3379 to repeal and terminate the existing Specific Use Permit, associated Site Plan, and three Special Exceptions for a Gas Well Site located along Mercer Parkway approximately 1,150 feet from Luna Road as outlined in Ordinance No. 3129.

Existing Conditions:

The subject property is currently an undeveloped 4.2 acre lot located along the western side of new Mercer Parkway, approximately midway between Valley View Lane and Luna Road. There are no existing buildings immediately adjacent to the site. The closest permanent structure to the site is an unoccupied water pump house located approximately 60 feet west of the southwest corner of the site. An extensive levee system, owned and operated by the Valwood Improvement District is located directly west of the subject property. This site is located within Planned Development District 99 (PD-99)

Earlier this year Centurion American proposed a new master planned community for approximately 268 acres west of Mercer Crossing Lake. This new community, known as Planned Development No. 99 (PD-99) was approved by the City with the adoption of Ordinance No. 3359. The approved conceptual site plan for this new community included a wide variety of new residential development on the west side of Luna Road, including this 4.2 acre site allowing a future gas well. In preparation of this new residential development, Centurion American is now requesting this existing Specific Use Permit be repealed and terminated. The repeal of this SUP, as outlined in Ordinance No. 3129, will protect these new residential land uses from potential industrial activity.

Comprehensive Plan:

The West Side Plan generally identifies this area for open space and employment use.

Thoroughfare Plan:

This site only has street access to Mercer Parkway. Mercer Parkway is a 4 lane divided street, and was constructed in 2007. Based on Planned Development No. 99 (PD-99) several modifications to Mercer Parkway will be necessary in order to implement the Conceptual site Plan. Currently a Detailed Site Plan for this area is being prepared, and should be submitted to the city later this year.

Public Response:

A public notice ad was placed in Dallas Morning News on June 19th, 2016. As of July 6th no letters of opposition for this SUP request have been received by the City.

Possible Council Action:

1. I move to adopt Ordinance No. 3379.
2. I move to adopt Ordinance No. 3379 with the following modification(s)...
3. I move to table the item or take no action.



ORDINANCE NO. 3379

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 REPEALING ORDINANCE NO. 2974, AS AMENDED BY ORDINANCE NO. 3129, GRANTING A SPECIFIC USE PERMIT FOR A GAS WELL SITE ON A TRACT OF LAND LOCATED AT 12651 MERCER PARKWAY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Comprehensive Zoning Ordinance and the Zoning Map of the City of Farmers Branch, Texas, be, and the same are hereby amended, by repealing Ordinance No. 2974, as amended by Ordinance No. 3129, granting a Specific Use Permit for a Gas Well Site on a 4.179 acre tract of land generally located at 12651 Mercer Parkway more particularly described in Exhibit “A” of said Ordinance No. 3129 (“the Property”), and terminating all rights granted in said ordinance for development and use of the Property for a gas well site.

SECTION 2. 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 3. 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 4. 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 12TH DAY OF JULY, 2016.**

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:7/6/16:77143)

LAND USE MAP

Legend

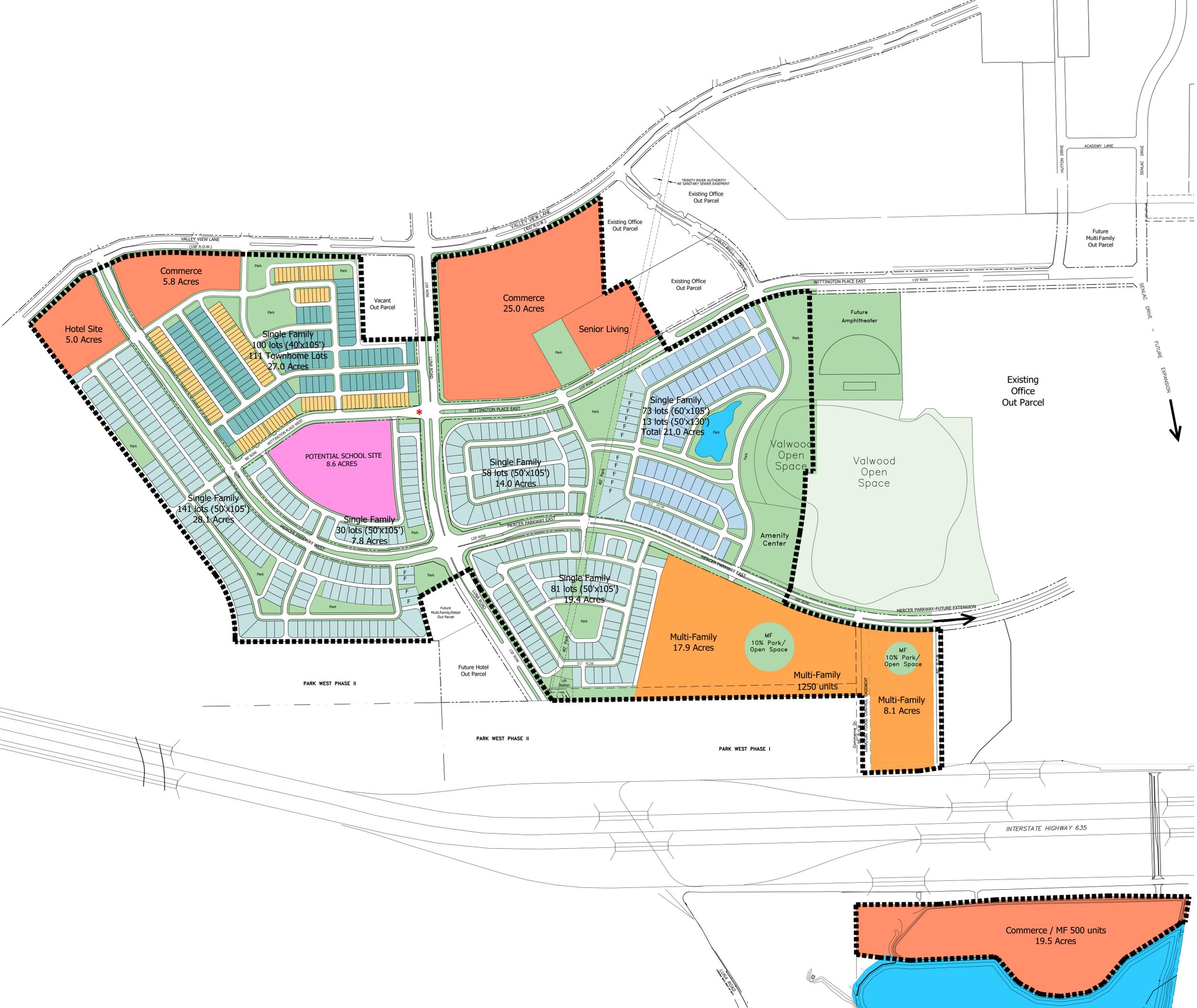
Single Family 60'x105' lots	73 lots
Single Family 50'x130' lots	13 lots
Single Family 50'x105' lots	310 lots
Single Family 40'x105' lots	100 lots
Townhomes 25'x90' lots	111 lots
Multi-Family (Includes O.S.)	26.0 Acres
Commerce/ Hotel/Sr. Living	55.3 Acres
Potential School Site	8.6 Acres
Park / Linear Park Amenity Center/ Valwood OS (inside)	26.8 Acres
Amphitheater	8.8 Acres
Valwood Open Space (Outside)	31.2 Acres
Water Area	
Zoning Boundary	■■■■■■
F Front-Load Lot	
* Final alignment of Wittington and Luna intersection to be addressed during street design.	

NOTICE:
 Acreages, land uses, lot yields, road alignments, park/open spaces and trails are illustrative in nature and may change due to final surveys, field conditions and environmental findings, utilities, final site plans, and City of Farmers Branch and other governmental agency reviews and approvals. Ion Design Group, LLC is not responsible for loss of lots and land use changes due to these conditions. Owner reserves right to modify land-use allocations and densities by ±10%.



JOB NAME
Mercer Crossing Layout
 CITY OF FARMERS BRANCH DALLAS COUNTY TEXAS

Ion Design Group
 7075 Twin Hills Ave
 Suite 300
 Dallas, Texas 75231
 Firm TX F6701
 214.370.3470 Ph





ORDINANCE NO. 3129

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, BY AMENDING THE PROPERTY DESCRIPTION, SITE PLAN, SPECIAL EXCEPTIONS, AND SPECIAL CONDITIONS IN ORDINANCE NO. 2974 GRANTING A SPECIFIC USE PERMIT TO ALLOW A GAS WELL SITE ON A TRACT OF LAND LOCATED AT 12651 MERCER PARKWAY, WHICH PROPERTY IS LOCATED WITHIN PLANNED DEVELOPMENT 88 (PD-88) ZONING DISTRICT; PROVIDING A REPEALING CLAUSE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS PER OFFENSE; PROVIDING FOR INJUNCTIVE RELIEF; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. The Comprehensive Zoning Ordinance of the City of Farmers Branch, Texas, be, and the same is hereby amended, by amending the Zoning Map of the City of Farmers Branch so as to amend Ordinance No. 2974 granting a Specific Use Permit to allow a natural gas well site on a tract located property generally at 12651 Mercer Parkway as follows:

- A. The property to which the Specific Use Permit applies shall be reduced from 6.0 acres to 4.179 acres, said property being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("the Property").
- B. Section 2 of Ordinance No.2974 is hereby amended to read in its entirety as follows:

SECTION 2. If used and developed as a gas well site, the Property shall conform in operation, location and construction to the development standards specified within Planned Development 88 (PD-88) zoning district and in accordance with the Site Plan attached hereto consisting of Exhibits B-1, B-2, B-3, and B-4, respectively, and shall be further developed in

accordance with the following Special Exceptions and Conditions:

A. Special Exceptions:

- (1) The precast concrete screening wall to be constructed/installed in accordance with the Site Plan shall be permitted to have blank wall lengths of more than 40 feet.
- (2) The screening wall surrounding the well site may be constructed with a forty foot (40.0') wide solid metal gate at the entrance of the site as shown on the Site Plan.
- (3) Fire lanes, travel ways, and parking areas throughout the interior of the site may be constructed using eight inch (8.0") flex-based gravel compressed to support at least 80,000 pound vehicles.

B. Special Conditions:

- (1) A final plat of the Property must approved and recorded prior to (a) issuance of a Certificate of Occupancy or Gas Well Permit or (b) activities relating to the exploration and/or production of natural gas may commence on the Property.
- (2) Construction and/or installation on the Property of all sidewalks, street lights, landscaping, and fence improvements shown on Exhibit "B," must be completed not later than twelve (12) months from the date a Gas Well Permit is issued for the Property.
- (3) If the operator who obtains a Gas Well Permit for the drilling and production of natural gas on and from the Property commences drilling one or more gas wells on the Property and subsequently abandons all such drilling and/or production activities, and such abandonment occurs prior to the completion of construction of the improvements required by the Special Condition set forth in Paragraph (2), above, the Property must be restored to the condition of the Property prior to the adoption of this Ordinance, said restoration to be completed not later than nine (9) months after abandonment of the site for gas exploration or production or such later date as may be authorized by the City Manager.
- (4) No Gas Well Permit shall be issued for the Property has signed a Right-of Way Maintenance and Repair Agreement with the City of Farmers Branch.

C. Exhibit "B" – Site Plan (Drilling Phase), Exhibit "B" – Site Plan (Production Phase), and Exhibit "B" – Site Plan (Landscape Plan Details) shall be amended in their

entirety as shown in Exhibits B-1, B-2, and B-3, respectively, attached hereto and incorporated herein by reference.

D. Adding a new Exhibit B-4 Site Plan (Streetscape Details) as shown in Exhibit B-4, attached hereto and incorporated herein by reference.

SECTION 3. The provisions of Ordinance No. 2974 are hereby repealed to the extent that Ordinance No. 2974 grants a specific use permit for the use and development of a gas well on property which is not described in Exhibit "A" to this Ordinance.

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. In addition to and accumulative of all other penalties, the City of Farmers Branch shall have the right to seek injunctive relief for any and all violations of this ordinance.

SECTION 9. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH,
TEXAS, ON THIS THE 15th DAY OF MARCH, 2011.**

ATTEST:

APPROVED:

Cindee Peters, City Secretary

Tim O'Hare, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(Reviewed by K. Laughlin 3/8/11 48184)

Exhibit A- Legal Description

Being a tract of land situated in the James F. Chenwith Survey, Abstract No. 267, Dallas County, Texas and being a portion of Block A, Westside Addition Section 1, an addition to the City of Farmer's Branch as recorded in County Clerk's Document No. 200600172708 of the Deed Records of Dallas County, Texas and also being a portion of that certain tract of land as described in deed to TCI Mercer Crossing, Inc. as recorded in County Clerk's Document No. 200600375806 as recorded in the Deed Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the westerly right-of-way line of Luna Road (a variable width right-of-way) and the southerly right-of-way line of Mercer Parkway (a variable width right-of-way);

THENCE, departing the westerly right-of-way line of said Luna Road and along the southerly right-of-way line of said Mercer Parkway the following courses:

North 65 degrees 01 minutes 09 seconds West, a distance of 80.59 feet to a 5/8 inch iron rod set with "Pate" cap for a corner;

South 75 degrees 36 minutes 09 seconds West, a distance of 55.41 feet to a 5/8 inch iron rod set with "Pate" cap for a corner and being the beginning of a curve to the right, having a central angle of 11 degrees 14 minutes 04 seconds, a radius of 1,086.50 feet and being subtended by a 212.70 foot chord which bears South 81 degrees 13 minutes 12 seconds West;

Along said curve to the right in a southwesterly direction, an arc distance of 213.04 feet to a 5/8 inch iron rod set with "Pate" cap for a corner at the end of said curve;

North 03 degrees 09 minutes 47 seconds West, a distance of 16.50 feet to a 5/8 inch iron rod set with "Pate" cap for a corner at the beginning of a non-tangent curve to the left, having a central angle of 47 degrees 58 minutes 13 seconds. A radius of 1070.00 feet and being subtended by a 869.91 foot chord which bears North 69 degrees 10 minutes 40 seconds West;

Along said curve to the left and along said northwesterly direction, an arc distance of 895.84 feet to a 5/8 inch iron rod set with "Pate" cap for the POINT OF BEGINNING;

THENCE South 53 degrees 52 minutes 19 seconds West, departing the southwesterly right-of-way line of said Mercer Parkway, a distance of 440.89 feet to a 5/8 inch iron rod set with "Pate" cap for a corner on the easterly line of the Farmers Branch - Carrollton Flood Control District as recorded in Volume 76185, Page 1406 of the Deed Records of Dallas County, Texas;

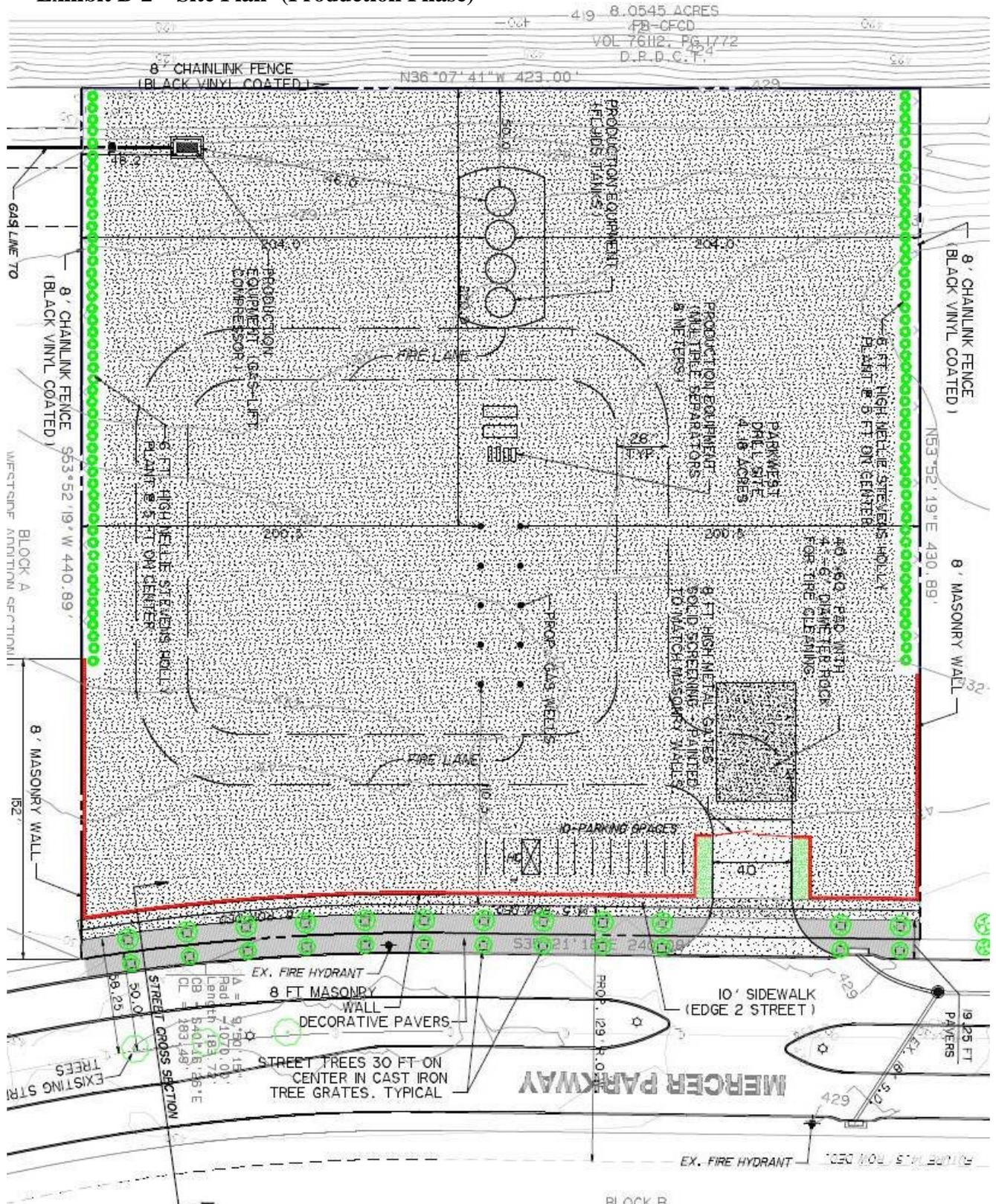
THENCE North 36 degrees 07 minutes 41 seconds West, along the easterly line of said Farmers Branch - Carrollton Flood Control District, a distance of 423.00 feet to a point for a corner;

THENCE North 53 degrees 52 minutes 19 seconds East, a distance of 430.89 feet to a point for a corner on the southwesterly right-of-way line of the aforesaid Mercer Parkway;

THENCE South 35 degrees 21 minutes 18 seconds East, along the southwesterly right-of-way line of said Mercer Parkway, a distance of 240.08 feet to a 5/8 inch iron rod set with "Pate" cap for a corner at the beginning of a curve to the left, having a central angle of 09 degrees 50 minutes 15 seconds, a radius of 1,070.00 feet and being subtended by a 183.49 foot chord which bears South 40 degrees 16 minutes 26 seconds East;

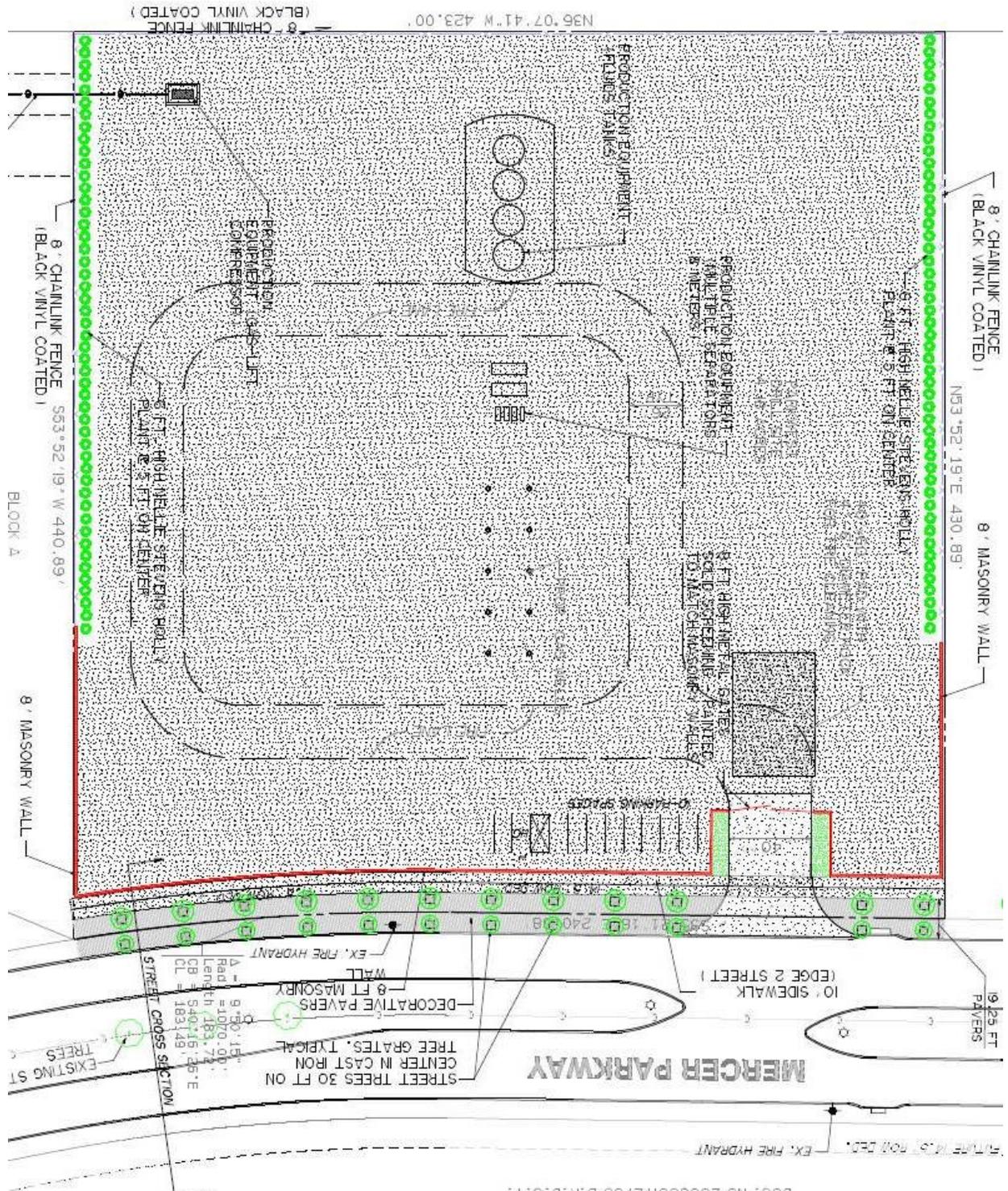
THENCE, along said curve to the left and along the southwesterly right-of-way line of said Mercer Parkway in a southeasterly direction, an arc distance of 183.72 feet returning to the POINT OF BEGINNING and containing 82,017 square feet or 4.179 acres of land, more or less.

Exhibit B-2 – Site Plan- (Production Phase)



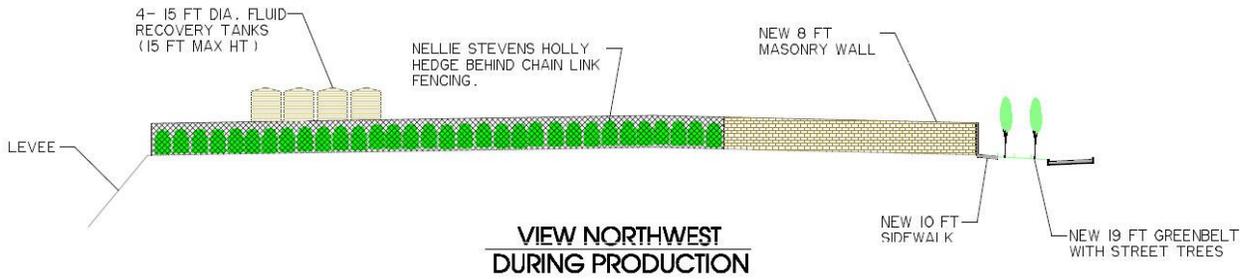
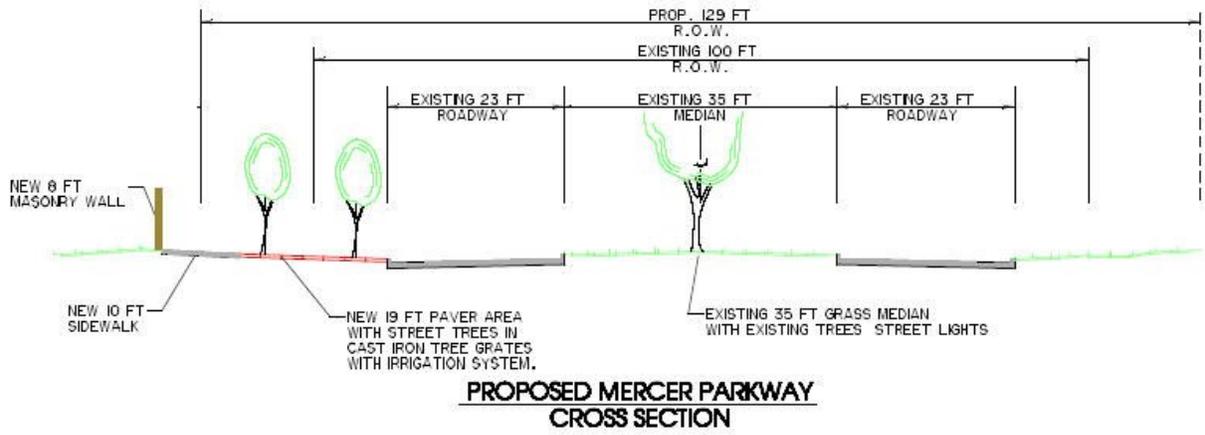
BLOCK B
 WESTSIDE ADDITION SECTION I
 DOC. NO 200600172708 D.R.D.C.T.

Exhibit B -3- Site Plan- (Landscape Plan Details)



QUANTITY	PLANT NAME	PLANTING SIZE
116	NELLIE R. STEVENS HOLLY	6' HT., 5' O.C.
24	STREET TREES	3" CALIPER
AREAS SHADED WITH GREEN DOTS	BERMUDA GRASS	SOD

Exhibit B -4- Site Plan- (Streetscape Details)



Proposed Wall Treatment

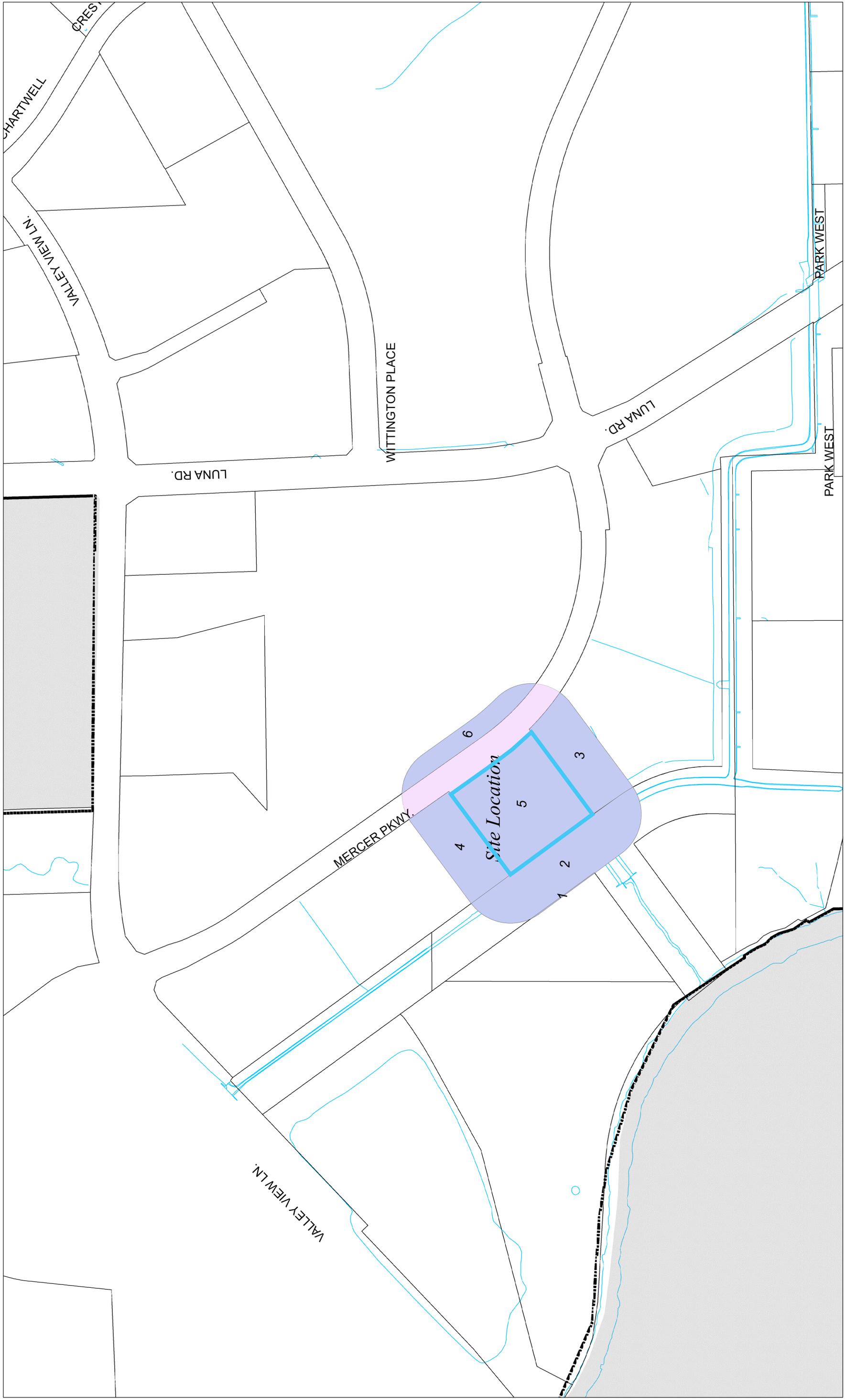
Site Photographs



From southbound Mercer Parkway looking southwest at site



Looking southbound on Mercer Parkway



16-SU-09 - Notification Map

12651 Mercer Parkway

-  Parcel Property Boundaries
-  City Limit

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



**Summary of Mailed Notices
Property Owner List
16-SU-09
12651 Mercer Parkway**

Map	First Name	Address	City	State	Zip	Written Response
1	REALTY ADVISORS INC	1603 LBJ Fwy Suite 800	Dallas	TX	75234-6061	No response
2	VALWOOD IMPT AUTHORITY	1430 Valwood Pkwy Suite 160	Carrollton	TX	75006-8378	No response
3	TCI MERCER CROSSING INC	1603 LBJ Fwy Suite 300	Dallas	TX	75234-6057	No response
4	TCI MERCER CROSSING INC	1603 LBJ Fwy Suite 300	Dallas	TX	75234-6057	No response
5	TCI MERCER CROSSING INC	1603 LBJ Fwy Suite 300	Dallas	TX	75234-6057	No response
6	TCI MERCER CROSSING INC	1603 LBJ Fwy Suite 300	Dallas	TX	75234-6057	No response



City of Farmers Branch

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

Staff Report

File Number: ORD-3380

Agenda Date: 7/12/2016

Version: 1

Status: Public Hearing

In Control: City Council

File Type: Ordinance

Agenda Number: H.3

Conduct a public hearing and consider adopting Ordinance No. 3380 granting Crown Castle USA a Specific Use Permit to replace the expired Interim SUP for the existing cellular monopole tower located at 4515 LBJ Freeway, and take appropriate action.

BACKGROUND:

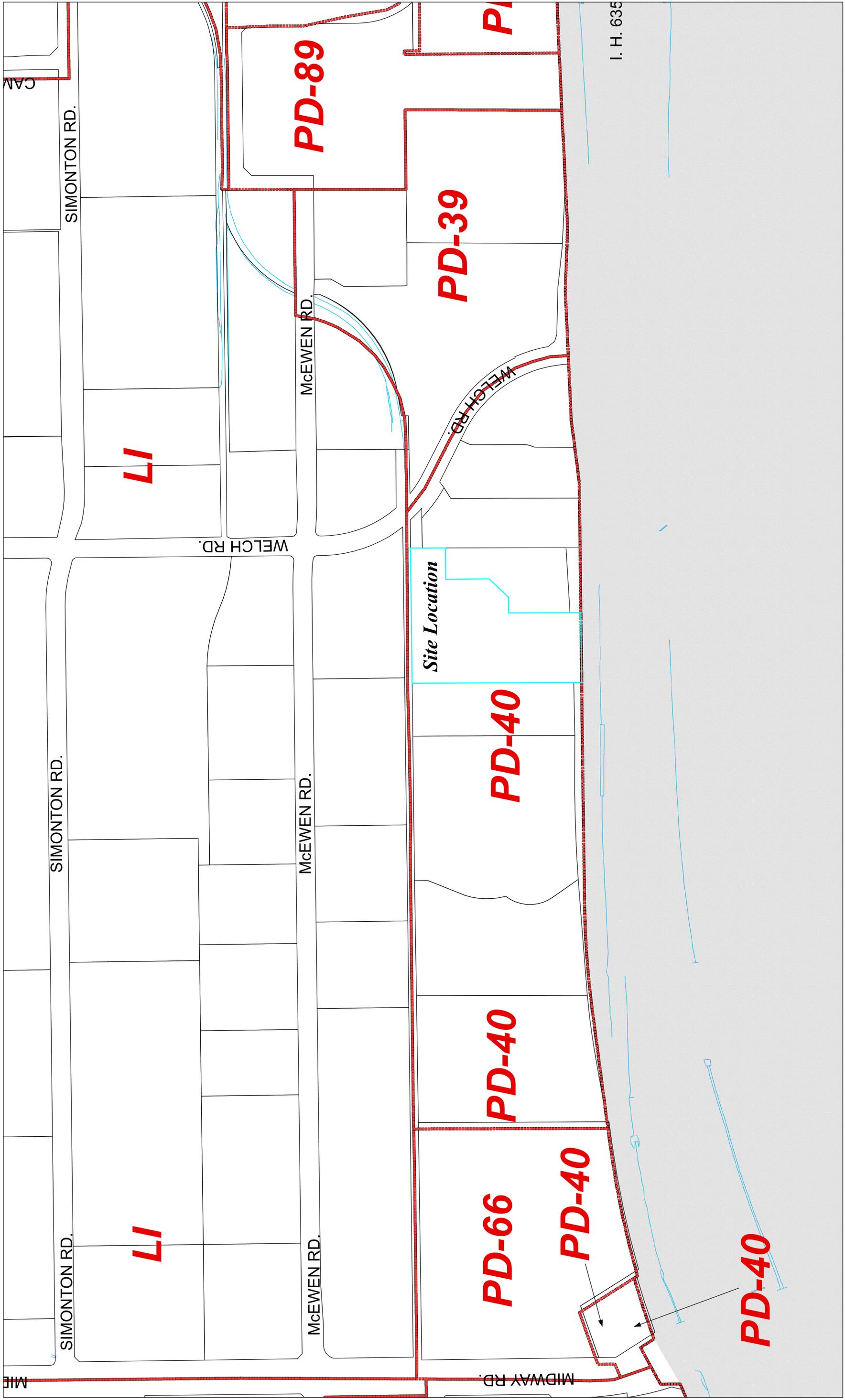
Crown Castle USA is requesting a permit to continue the use of the existing tower. The site is located within the Planned Development District 40 (PD-40) zoning district.

RECOMMENDATION:

On June 13th, 2016 the Planning and Zoning Commission voted to recommend approval of the Specific Use Permit as described in Ordinance No. 3380.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Information Memorandum
4. Ordinance No. 3380
5. Site Photographs
6. Notification Map
7. Summary of Mailed Notices

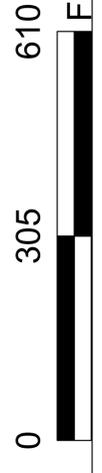


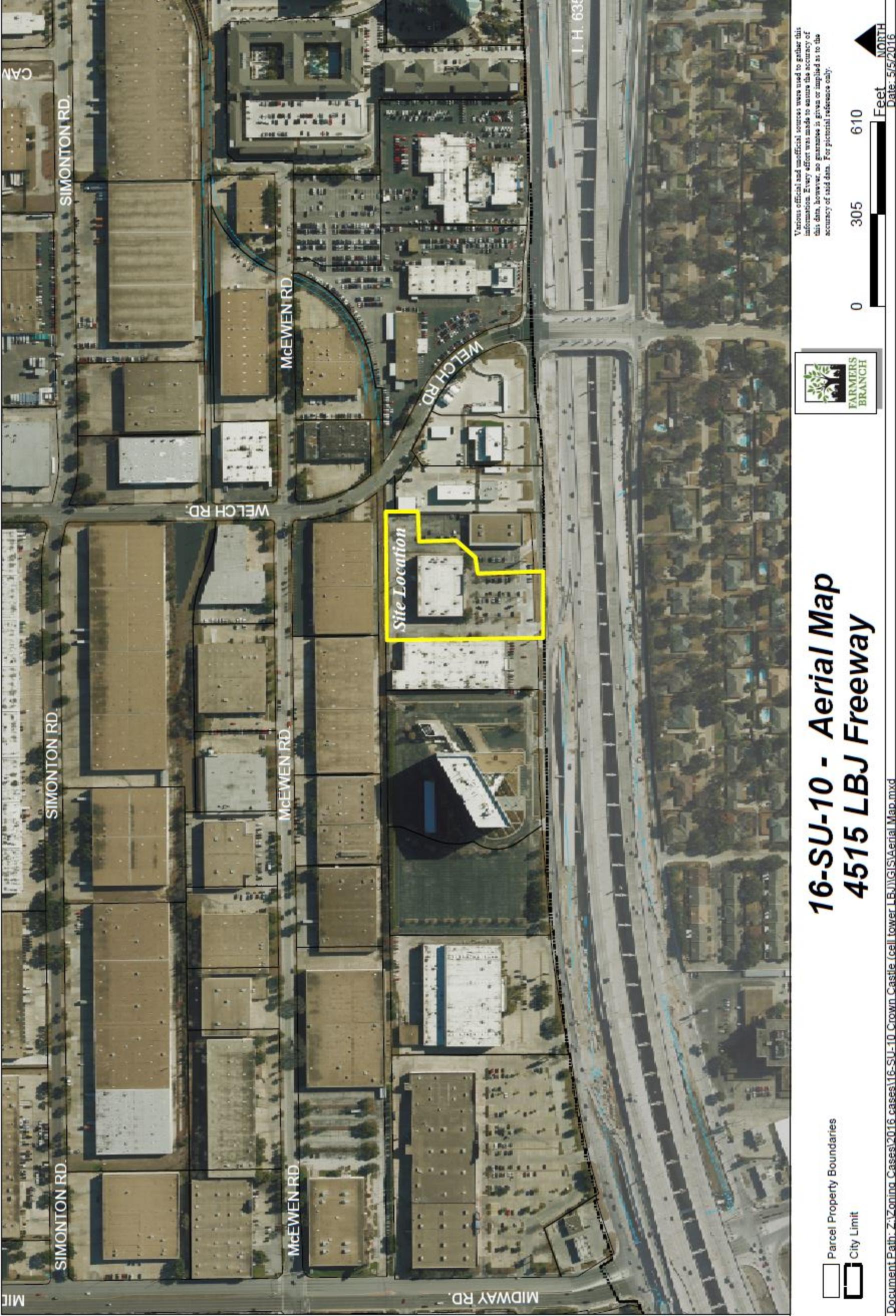
16-SU-10 - Location Map

4515 LBJ Freeway

-  Zoning District Boundary
-  Parcel Property Boundaries
-  City Limit

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





Site Location

16-SU-10 - Aerial Map 4515 LBJ Freeway

-  Parcel Property Boundaries
-  City Limit



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

0 305 610

Feet NORTH



Information MEMORANDUM

TO: Mayor and City Council
FROM: Charles Cox
City Manager
DATE: July 12, 2016
SUBJECT: Proposed Ordinance No. 3380 to approve the Specific Use Permit for a cell tower located at 4515 LBJ Freeway

Existing Conditions:

The subject property is located north of the LBJ Freeway and is accessed by Welch Road and LBJ. The telecommunication tower site is approximately 400 feet north from the LBJ Freeway frontage. There is a monopole located behind the existing two-story building located on the property. This site is located within Planned Development No. 40 (PD-40) which requires all telecommunication towers obtain a Specific Use Permit. This site is surrounded by commercial and light industrial land uses to the north, and to the south by the LBJ Freeway.

The current Interim Specific Use Permit (Ordinance 2581) was for a period of 10 years and expired on January 08, 2011. This applicant, Crown Castle is requesting a new Specific Use Permit to replace the expired SUP and to allow continued telecommunications operations at this site for as long as the property owner allows.

Site Design:

The subject property is owned by Dallas County and is the site of the old REI building. The tower owner/manager, Crown Castle USA Inc., leases the site (20 feet x 40 feet) from the property owner. The cell tower and the ground equipment are existing and have been in place for 10 years. This SUP application also includes the proposal to extend the tower with additional 15 feet in height at a later date. Currently the existing tower is 65 feet in height, therefore, if approved, the monopole tower has the option to extend and become 80 feet tall.

The existing tower supports antennas and equipment for one carrier, AT&T, and the applicant is requesting the additional height either as an option for AT&T either for a potential future carrier. The ground equipment and monopole is located within Crown Castle's existing area and also includes an existing mechanical shelter (10 feet x 16 feet) as well as a transformer. (See Site Plan and Elevations)

In regards to the height increase and the proximity to the Addison airport, staff did verify that notification to the Federal Aviation Administration (FAA) is required for any tower construction or alteration of an antenna structure that is registered with the Commission. Towers that meet certain height and location criteria (generally towers more than 200 feet in height or located near an airport) will require notice to the FAA and registration with the FCC.

Parking:

This site will not require any onsite employee or customer parking. Occasionally, maintenance workers and technicians may be on site, but no daily visitors. The site includes space for service trucks to be parked next to the telecommunications facility.

Landscaping and Screening:

No supplemental landscape or screening is required at this location. Additionally, staff did not find any opportunity for additional landscaping due to the location of the tower behind the existing building.

Public Response:

Eleven (11) notification letters were mailed to the surrounding property owners on June 10th, 2015. Two zoning notification signs were also placed on the site on that same day. A public notice ad was placed in Dallas Morning News on June 19th, 2016. As of July 6th no letters of opposition for this SUP request have been received by the City.

Possible Council Action:

1. I move to adopt Ordinance No. 3380.
2. I move to adopt Ordinance No. 3380 with the following modification(s)...
3. I move to table the item or take no action.

ORDINANCE NO. 3380



AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF FARMERS BRANCH, TEXAS, GRANTING A SPECIFIC USE PERMIT FOR A TELECOMMUNICATIONS TOWER ON AN APPROXIMATELY 800 SQUARE FOOT TRACT OF LAND OUT OF LOT 4, BLOCK 1, METROPOLITAN INDUSTRIAL PARK, SECTION THREE, AN ADDITION TO THE CITY OF FARMERS BRANCH, WHICH PROPERTY IS LOCATED IN PLANNED DEVELOPMENT NUMBER 40 (PD-40); PROVIDING FOR APPROVAL OF A SITE PLAN AND USE REGULATIONS; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR 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, so as to grant a change in zoning by granting a Specific Use Permit for installation of a telecommunications monopole within the Planned Development Number 40 (PD-40) zoning district on an approximately 800 square foot (20 foot by 40 foot) portion of Lot 4, Block 1, Metropolitan Industrial Park Section Three, an addition to the City of Farmers Branch, Texas, according to the plat thereof recorded in Volume 92201, Page 2752, Map Records, Dallas County, Texas (more commonly known as 4515 LBJ Freeway)(“the Property”).

SECTION 2. The Property shall conform in operation, location and construction to the development standards specified within Planned Development No. 40 (PD-40) Zoning District as well as the following special conditions:

- A. The tower, antennas, and equipment sheds shall be installed on the area of the Property shown as the “20’ x 40’ Lease Area” on the Site Plan attached hereto as Exhibit “A” and incorporated herein by reference, and which is hereby approved.

B. The maximum height of the tower and any equipment installed on the Property shall at no time exceed eighty (80) feet above the ground.

C. The location of the tower and equipment sheds shall be fenced, screened, and/or landscaped as substantially shown on Exhibit "A", hereto.

D. The owner of the tower, antenna system, and all associated equipment installed pursuant to this Specific Use Permit granted by this Ordinance, shall remove all antennas, microwave dishes, mounting brackets, and associated cabling and equipment not later than ninety (90) days following the discontinuance or abandonment of the use of such antennas, dishes, or equipment as the result of obsolescence or otherwise.

E. The replacement of equipment, including antennas located on the tower, shall not require an amendment to this Specific Use Permit as long as the replacement antennas are located substantially within the area of the tower where the antennas are shown on Exhibit "A," hereto, they otherwise comply with the regulations of this Specific Use Permit as amended, and they do not result in the highest point of any part of the tower or any antenna exceeding eight (80) feet above the ground.

SECTION 3. The Property shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Farmers Branch, as heretofore amended and as amended herein.

SECTION 4. The provisions of this ordinance shall be controlling with respect to the use and development of the Property for the purposes authorized in Sections 1 and 2, above. In the event of any irreconcilable conflict with the provisions of any other ordinances of the City of Farmers Branch, 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 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 12TH DAY OF JULY, 2016.**

ATTEST:

APPROVED:

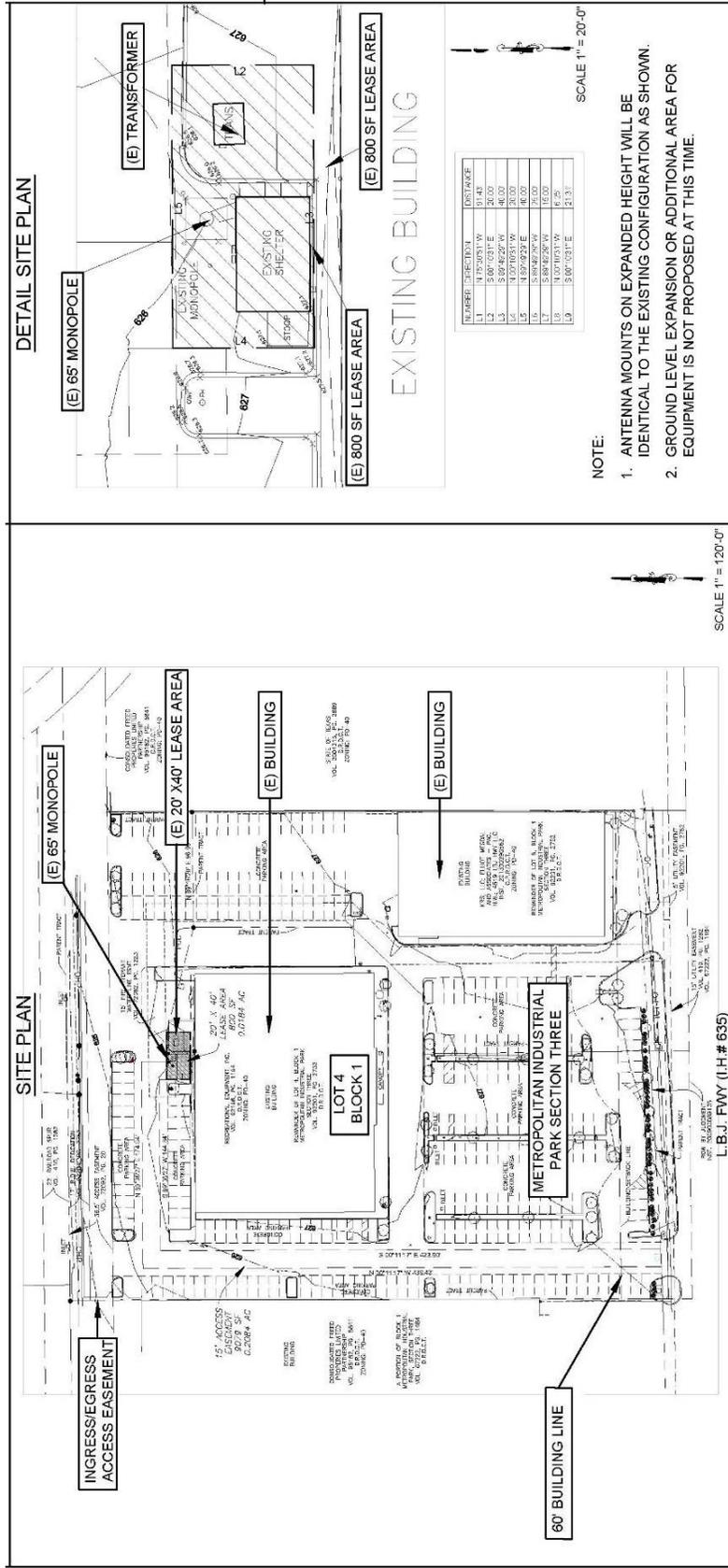
Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

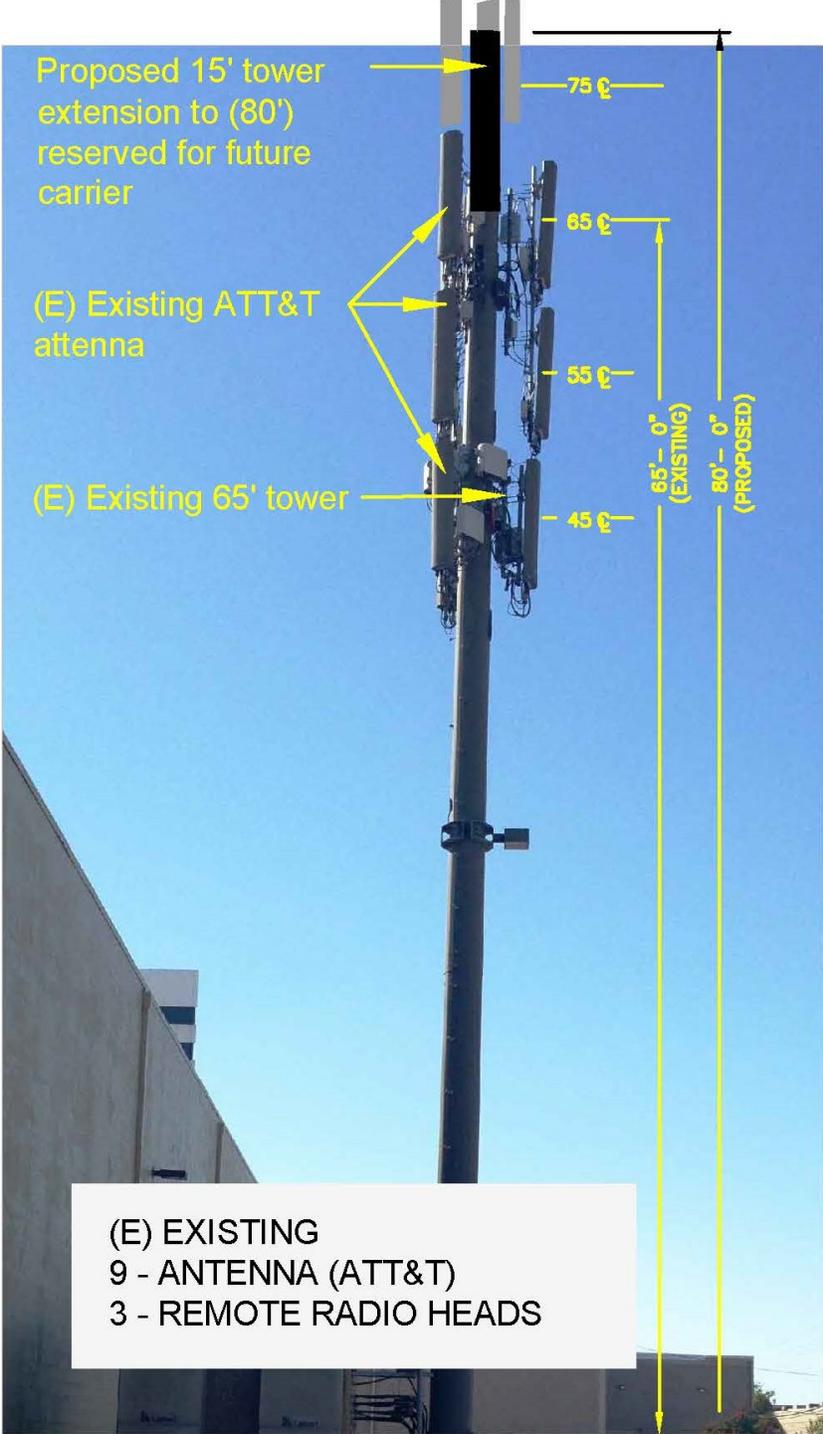
Peter G. Smith, City Attorney
(kbl:6/30/16:77632)

Ordinance No. 3380 Exhibit "A" - Site Plan



Ordinance No. 3380
Exhibit "A" - Site Plan (cont.)

TOWER - TYPICAL



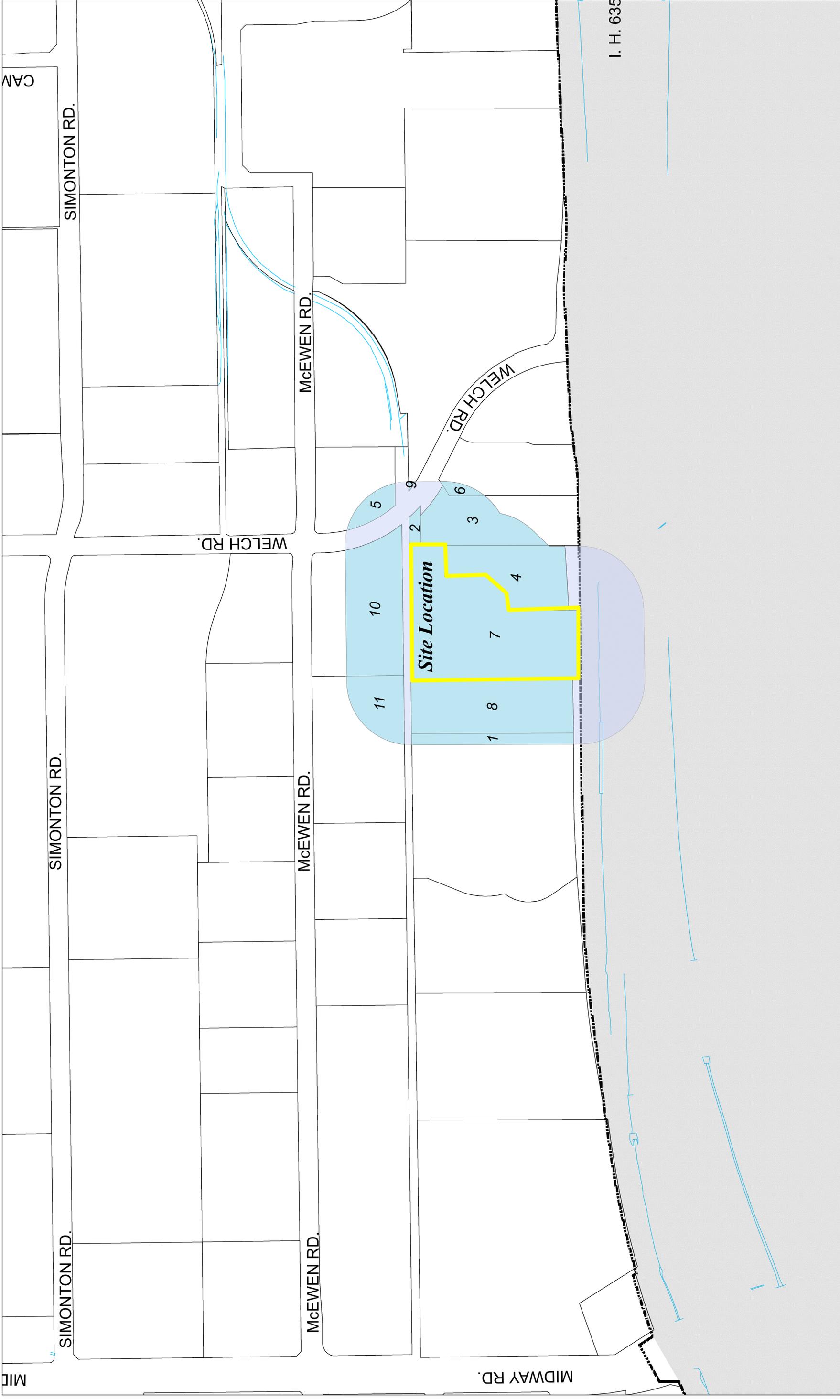
NOTE
(P) PROPOSED 15' EXTENSION OF TOWER HEIGHT ALLOWS ONE (1) POTENTIAL FUTURE CARRIER TO CO-LOCATE ON THIS EXISTING STRUCTURE OR AT&T EXPANSION FOR 3 ADDITIONAL ANTENNA.

SITE PHOTOGRAPHS



NOT TO SCALE





16-SU-10 - Notification Map

4515 LBJ Freeway



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.

-  Parcel Property Boundaries
-  City Limit



**Summary of Mailed Notices
Property Owner List
16-SU-10
4515 LBJ Freeway**

Map	First Name	Address	City	State	Zip	Written Response
1	TOWN NORTH BANK	4455 LBJ Fwy Suite 812	Dallas	TX	75244-5931	No response
2	LAND ONLY	866 W Peachtree St NW	Atlanta	GA	30308-1123	No response
3	LBJ EXPRESS	PO BOX 133067	Dallas	TX	75313-3067	No response
4	GUITAR CENTER	433 N Camden Dr Suite 1070	Beverly Hills	CA	90210-4434	No response
5	UNOCCUPIED	4707 LBJ Fwy	Dallas	TX	75244-5909	No response
6	LBJ EXPRESS PROJECT PUBLIC INFORMATION CENTER	4777 US Highway 80 E	Mesquite	TX	75150-6642	No response
7	R E I	6750 S 228th ST	Kent	WA	98032-4803	No response
8	HAVERTYS FURNITURE	866 W Peachtree St NW	Atlanta	GA	30308-1123	No response
9	BANKSTON NISSAN	4707 LBJ Fwy	Dallas	TX	75244-5909	No response
10	AMERICAN FURNITUE MART/FURNITURE WORLD	8333 Douglas Ave Suite 1414	Dallas	TX	75225-5821	No response
11	LIBERTY Dallas/ROOMSTORE	2001 Ross Ave Suite 3400	Dallas	TX	75201-2966	No response



City of Farmers Branch

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

Staff Report

File Number: R2016-060

Agenda Date: 7/12/2016

Version: 1

Status: Regular Agenda

In Control: City Council

File Type: Resolution

Agenda Number: I.1

Consider approving Resolution No. 2016-060 amending Resolution No. 2016-037 by establishing the number of members, providing for an ex-officio member, and appointing a member to the Sustainability Committee; and take appropriate action.

BACKGROUND:

Resolution No. 2016-037 creating the Sustainability Committee established the size of the committee at 9 members. Council has directed staff to consider increasing the Committee to 10 members. The committee members will serve staggered 3-year terms. After its formation, Brookhaven College congratulated the City creating a Sustainability Committee expressed an interest in partnering with the City on sustainable initiatives. In an effort to partner with the college, the Brookhaven College Director of Sustainability can be appointed as an ex officio, non-voting, Sustainability Committee member.

DISCUSSION:

Recently City Council advised Administration to bring forward a resolution to increase the Sustainability Committee from 9 to 10 members. If the extra seat is added, City Council may wish to utilize the list of remaining applicants who expressed an interest in serving on the Sustainability Committee. They have met all background requirements, and are eligible to serve:

- Sharon Aston (*Currently serves on Senior Advisory Board - Alternate*)
- Wanda Barker
- Marvin Burrows
- Mike DelValle (*Currently serves on ZBA*)
- Joseph Dingman
- Paul Heller
- Steve Kane
- Justin Langhorst
- Keitha McCall
- Bonnie Potraza (*Currently serves on Library Board*)

POSSIBLE COUNCIL ACTION:

1. I move to approve Resolution No. 2016-060, and appoint _____ to the Sustainability Committee, and appoint the Brookhaven College Director of Sustainability as an ex-officio, non-voting member.

2. I move to approve Resolution No. 2016-060, with modifications and appoint _____ to the Sustainability Committee, and appoint the Brookhaven College Director of Sustainability as an ex-officio, non-voting member.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:

1. Resolution No. 2016-060
2. Applicant List - Sustainability Committee
3. Sustainability Committee - List



RESOLUTION NO. 2016-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, INCREASING THE NUMBER OF MEMBERS OF THE SUSTAINABILITY COMMITTEE AND ADDING THE BROOKHAVEN COLLEGE DIRECTOR OF SUSTAINABILITY AS A EX-OFFICO NON-VOTING MEMBER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council previously established the Sustainability Committee and desires to increase the number of members to the Sustainability Committee;

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

SECTION 1. Resolution No. 2016-037 is hereby amended to provide that the Sustainability Committee is composed of ten (10) residents of the City of Farmers Branch appointed by the City Council and the Brookhaven College Director of Sustainability, or the successor position as an ex-officio non-voting member.

SECTION 2. Resolution No. 2016-037 shall remain in full force and effect except as amended herein.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 12TH DAY OF JULY, 2016.

ATTEST:

APPROVED:

Amy Piukana, City Secretary

Bob Phelps, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(PGS:6-22-16:TM 77505)

SUSTAINABILITY COMMITTEE

APPLICANTS

Sharon Aston

Wanda Barker

Marvin Burrows

Mike Del Valle

Joseph Dingman

Paul Heller

Steve Kane

Justin Langhorst

Keitha McCall

Bonnie Potraza



RECEIVED

MAY 13 2016

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS
CITY MANAGER'S OFFICE

NAME: Sharon Aston WORK NUMBER: 972-764-7021
ADDRESS: 3515 Brookline Lane HOME NUMBER: 972-233-3967(H)
E-mail Address: ~~sharon.aston@farmersbranch.com~~ sharon.aston@farmersbranch.com

Spouse's Name (optional): Robert Stewart

Resident of Farmers Branch 1 1/2 years. Registered Voter? Yes # _____ No

If less than 2 years: prior address 14711 Sherlock Dr., Addison, TX 75001 Length 21 years

Occupation: CPA

Employer: RSM US LLP

Address: 13355 Noel Road, Ste 800, Dallas, TX 75240

If any previous Board or Commission experience (in any City), state details:
Town of Addison Bond Advisory Committee
Addison Community Partners Bureau (reason for non-profit to Council)
List memberships of any Civic Organizations: Attended Town of Addison Academy my charity was The Family Place

List any particular qualifications which you think might be beneficial in serving on a board
Adopted Kitten from Animal Shelter

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

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

MAY 10 2016



FARMERS BRANCH

CITY SECRETARY'S OFFICE

APPLICATION BOARDS AND COMMISSIONS

NAME: Wand. Barker WORK NUMBER: 972-968-4315
ADDRESS: 2838 Barmine Way HOME NUMBER: cell.
E-mail Address: [redacted] @ [redacted]

Spouse's Name (optional):

Resident of Farmers Branch 46 years. Registered Voter? Yes # [checked] No

If less than 2 years: prior address Length

Occupation: Secretary

Employer: C-FBISD

Address (optional): 2427 Carrick St.

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

List memberships of any Civic Organizations:
ABi Citizens Academy - Dept of Public Safety Citizens Academy
FB Branch Citizens Academy - Carrollton Police Citizens Academy

List any particular qualifications which you think might be beneficial in serving on a board
8-10 years on Community Watch - C.O.P. Program

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

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

RECEIVED

MAY 16 2016

CITY SECRETARY'S OFFICE



FARMERS BRANCH

APPLICATION BOARDS AND COMMISSIONS

NAME: MARVIN BURROWS WORK NUMBER: 214-556-4716

ADDRESS: 3303 SARIET DAK GT. HOME NUMBER: 469-360-9445

E-mail Address [redacted] @ [redacted]

Spouse's Name (optional): LAURA "STAR"

Resident of Farmers Branch 33 years. Registered Voter? Yes # No

If less than 2 years: prior address Length

Occupation: SALES INTERIOR CONTRACT FURNISHINGS

Employer: FURNITURE MARKETING GROUP, INC.

Address (optional): 6100 WEST PLANO PARKWAY SUITE # 1400

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

No

List memberships of any Civic Organizations:

NONE OTHER THAN CHRIST UNITED METHODIST CHURCH

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

GRADUATE ARCHITECT WITH A BACHELORS DEGREE IN ARCHITECTURE 75 UNIVERSITY OF HOUSTON - THESES IN URBAN PLANNING.

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

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



FARMERS
BRANCH

**APPLICATION
BOARDS AND COMMISSIONS**

NAME: Mike Del Valle WORK NUMBER: 972-814-2264

ADDRESS: 3161 Whitemarsh Circle HOME NUMBER: 972-243-3564

E-mail Address [redacted] @ [redacted].com

Spouse's Name (optional): Debbie Del Valle

Resident of Farmers Branch 31 years. Registered Voter? Yes # _____ No

If less than 2 years: prior address _____ Length _____

Occupation: Account Executive

Employer: Regency Office & Promotional Products

Address (optional): 2025 Irving Blvd., #206, Dallas, TX 75207

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

Farmers Branch Chamber Board, Community Watch Committee, Business Community Relations Board, Zoning Board of Adjustments and Appeals, Citizens on Patrol Team Lead

List memberships of any Civic Organizations:

List any particular qualifications which you think might be beneficial in serving on a board
6 yrs previous experience, graduate of Citizens Police Academy and Team Lead of Citizens on Patrol

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

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

APR 20 2016



CITY MANAGER'S OFFICE

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

NAME: Joseph Dingman WORK NUMBER: _____
ADDRESS: 13223 Glad Acres Dr HOME NUMBER: 972-241-1202

E-mail Address: ~~_____~~
Spouse's Name (optional): _____

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

If less than 2 years: prior address _____ Length _____

Occupation: Financial Exec

Employer: self

Address: home

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

List memberships of any Civic Organizations:

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

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

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



FARMERS
BRANCH

APPLICATION
BOARDS AND COMMISSIONS

NAME: Paul S. Heller WORK NUMBER: _____

ADDRESS: 13806 Wooded Creek Dr. PB#5244 HOME NUMBER: 972-620-1703

E-mail Address: ~~XXXXXXXXXX~~ @ ~~XXXXXXXXXX~~

Spouse's Name (optional): _____

Resident of Farmers Branch 24 years. Registered Voter? Yes # _____ No

If less than 2 years: prior address _____ Length _____

Occupation: retired

Employer: _____

Address (optional): _____

If any previous Board or Commission experience (in any City), state details:
none

List memberships of any Civic Organizations:
Public Citizen, PFAW, Branch Forum, Sierra Club, American Constitution Society, DMA,

List any particular qualifications which you think might be beneficial in serving on a board
Extensive experience as Election Judge

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

- _____ ANIMAL SHELTER ADVISORY COMMITTEE (2 Year Term)
- _____ METROCREST HOSPITAL AUTHORITY (2 Year Term)
- 2nd choice _____ LIBRARY BOARD (2 Year Term)
- _____ PARKS AND RECREATION BOARD (2 Year Term)
- _____ PLANNING AND ZONING COMMISSION (3 Year Term)
- _____ SENIOR ADVISORY BOARD (MUST BE 50 YRS OF AGE OR OLDER) (2 Year Term)
- 1st choice _____ ZONING BOARD OF ADJUSTMENT AND BUILDING CODE BOARD OF APPEALS (2 Year Term)
- _____ HISTORICAL PRESERVATION AND RESTORATION BOARD (2 Year Term)
- _____ INDUSTRIAL DEVELOPMENT CORPORATION (6 Year Term)
- _____ HOUSING FINANCE CORPORATION (6 Year Term)
- _____ VALWOOD IMPROVEMENT AUTHORITY (MUST BE LANDOWNER IN VALWOOD IMPROVEMENT DISTRICT) (2 Year Term)
- _____ COMMUNITY WATCH COMMITTEE (2 Year Term)
- _____ FAMILY ADVISORY BOARD (3 Year Term)
- 2nd choice _____ SUSTAINABILITY COMMITTEE (3 Year Term)

RECEIVED

MAY 10 2016

CITY SECRETARY'S OFFICE



FARMERS BRANCH

APPLICATION BOARDS AND COMMISSIONS

NAME: Steve Kane WORK NUMBER: 972-761-2185

ADDRESS: 2760 Leta Mae Cir HOME NUMBER:

E-mail Address: [redacted]

Spouse's Name (optional):

Resident of Farmers Branch 10 years. Registered Voter? Yes # No

If less than 2 years: prior address Length

Occupation: MANAGER

Employer: FDIC

Address (optional): 1601 Bryan St., Dallas, Tx 75261

If any previous Board or Commission experience (in any City), state details: None

List memberships of any Civic Organizations: None

List any particular qualifications which you think might be beneficial in serving on a board: Almost 40 years of gov. experience mostly in management @ FDIC

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

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

Open to any



FARMERS
BRANCH

BOARDS AND COMMISSIONS
APPLICATION

NAME: Justin Langhorst WORK NUMBER: 972.768.0695

ADDRESS: 3034 Lavita Ln HOME NUMBER: 972.768.0695

E-mail Address ~~_____~~ @ ~~_____~~

Spouse's Name (optional): Sarah Langhorst

Resident of Farmers Branch 3.5 years. Registered Voter? Yes # ~~_____~~ No

If less than 2 years: prior address _____ Length _____

Occupation: Software Developer

Employer: HealthBlocks, Inc.

Address (optional): _____

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

Big D Climb planar event planning committee for the Leukemia + Lymphoma Society

List memberships of any Civic Organizations:

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

prior committee experience, business degree, super interested in permaculture and sustainability in general, and how it can help bring people together

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

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



FARMERS
BRANCH

APPLICATION
BOARDS AND COMMISSIONS

NAME: Keetha McCall WORK NUMBER: _____

ADDRESS: 2702 Golfing Green Drive HOME NUMBER: 352-222-3695

E-mail Address ~~XXXXXXXXXX~~ @ ~~XXXXXXXXXX~~

Spouse's Name (optional): Ethan Anderson

Resident of Farmers Branch 2.5 years. Registered Voter? Yes # ~~XXXXXXXXXX~~ No

If less than 2 years: prior address 3635 Garden Brook Drive Unit 15300 Length 1 year

Occupation: Homemaker

Employer: N/A

Address (optional): _____

If any previous Board or Commission experience (in any City), state details:
None

List memberships of any Civic Organizations:

List any particular qualifications which you think might be beneficial in serving on a board
Participated in resident hall government during college; was a page for the South Carolina state senate

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

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



FARMERS
BRANCH

APPLICATION
BOARDS AND COMMISSIONS

NAME: Bonnie Potvaza WORK NUMBER: _____

ADDRESS: 3510 Chellen Drive HOME NUMBER: 512-653-1888

E-mail Address ~~XXXXXXXXXX~~ @ ~~XXXXXXXXXX~~

Spouse's Name (optional): Joe Potvaza

Resident of Farmers Branch 4 years. Registered Voter? Yes # _____ No

If less than 2 years: prior address _____ Length _____

Occupation: stay at home mom

Employer: _____

Address (optional): _____

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

List memberships of any Civic Organizations:

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

I am a civic minded person with available time to invest in my city

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

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



3 May 2016

Honorable Mayor Bob Phelps
City of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, TX 75234

Mayor Phelps and Members of the City Council:

When earlier this year the Farmers Branch City Council approved the formation of a Sustainability Committee, it came as welcome news to Brookhaven College where we prominently emphasize sustainability in our strategic and operational planning. Our 192-acre footprint is among the largest of any Farmers Branch employer, and we want to be good stewards and partners in ensuring the preservation and resilience of our natural resources.

Because several City of Farmers Branch staff members have volunteered service as external experts and contributing voices at the College's sustainability planning table, I am hopeful that you will consider a respectful request that we also be considered for an *ex officio* seat on the City's Sustainability Committee. Toward that end, I have included this cover letter to the application of Carrie Schweitzer, Director of Sustainability. I believe Carrie's presence will provide a vital, reciprocal link between our two entities, which will inform mutual planning and partnership opportunities.

I appreciate your willingness to consider this request. If I can provide further information or be of greater service, just say the word.

Kind regards,

A handwritten signature in black ink that reads "Thom D. Chesney". The signature is fluid and cursive, with a long horizontal stroke at the end.

Thom D. Chesney, Ph.D.
Brookhaven College President



FARMERS
BRANCH

**BOARDS AND COMMISSIONS
APPLICATION**

NAME: Carrie Schweitzer WORK NUMBER: 972-860-4848

ADDRESS: 5439 Eastside Ave. Dallas 75214 HOME NUMBER: [REDACTED]

E-mail Address: [REDACTED]

Spouse's Name (optional): _____

Resident of Farmers Branch No years. Registered Voter? Yes # 1083009761 No

If less than 2 years: prior address _____ Length _____

Occupation: Director of Sustainability, Brookhaven College

Employer: _____

Address (optional): 3939 Valley View Ln. Farmers Branch, Tx 75244

If any previous Board or Commission experience (in any City), state details:
none

List memberships of any Civic Organizations:
none

List any particular qualifications which you think might be beneficial in serving on a board
Over Approximately 7 years working with college Green Team and sustainability initiatives; 2 years as Director of Sustainability

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

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



**FARMERS
BRANCH**

SUSTAINABILITY COMMITTEE

Name
Craig Belanger
Jonas Greene
David Griggs
Micah Harleaux
Robert ter Kuile - Chair
Charles Lawless
Patricia Link
Margie Marshall
Jeffrey Prutz



City of Farmers Branch

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

Staff Report

File Number: 16-183

Agenda Date: 7/12/2016

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 551.072 of the Texas Government Code to deliberate regarding:

- **Discuss the purchase, exchange, lease, or sale of real property located south of Valwood, north of Valley View, west of Webb Chapel, east of Josey Lane.**
- **Discuss the purchase, exchange, lease, or sale of real property located south of Valwood, north of Valley View, west of Marsh Lane, east of I35.**

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.**