AMENDED AGENDA

Study Session Meeting to be held at 3:00 p.m. in the Study Session Room with a Dinner Break at 5:15 p.m.

A. CALL TO ORDER - STUDY SESSION (3 P.M.)
   A.1  20-62  Discuss regular City Council meeting agenda items
   A.2  20-79  Receive an update related to the IH-35E Phase 2 highway expansion
   A.3  20-92  Receive a Sister City Program Update
   A.4  20-77  Receive a presentation of the Police Traffic Stop Data Analysis Report for calendar year 2019, as required by Section 2.132 of the Texas Code of Criminal Procedures
   A.5  20-78  Discuss potential foundation design options for residential construction projects
   A.6  20-86  Receive an update on the Twilight Farmers Branch Market
   A.7  20-91  Receive the Fiscal Year 2019-20 First Quarter Financial Report
   A.8  20-63  Discuss agenda items for future City Council meetings

B. CALL TO ORDER - REGULAR MEETING (6 P.M.)

C. INVOCATION & PLEDGE OF ALLEGIANCE

D. REPORT ON STUDY SESSION ITEMS

E. MAYOR AND CITY MANAGER'S REPORT ON 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, and 7) reports from Council Liaisons to supported organizations.

F. CEREMONIAL ITEMS

F.1 20-81 Recognition of the Firehouse Theatre for receiving the Professional Theater designation

G. 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 Mayor prior to the start of the City Council meeting. There is a three (3) minute time limit for each citizen to speak with a reasonable limitation on speakers on one topic or item with a maximum of fifteen total minutes on the same topic item. Anyone wishing to speak shall be courteous and cordial.

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.

H. CONSENT AGENDA

H.1 20-61 Consider approving the following City Council meeting minute(s); and take appropriate action
- January 21, 2020

H.2 ORD-3619 Consider adopting Ordinance No. 3619 ordering a General Election to be held on May 2, 2020 for the purpose of electing the Mayor and City Council Member District 2; and take appropriate action

H.3 R2020-07 Consider approving Resolution No. 2020-07 authorizing the City Manager to execute a professional services agreement with W&M Environmental, a division of Braun Intertec Corporation, for the completion of the environmental investigation and closure under the Texas Voluntary Cleanup Program for City properties at 2710 and 2784 Valwood Parkway; and take appropriate action
Calendar of Business:

H.4 R2020-09 Consider approving Resolution No. 2020-09 authorizing the City Manager to negotiate and enter into contractual agreement with Johnson and Sons for the installation of a commercial epoxy floor for the Service Center Project and take appropriate action

H.5 R2020-14 Consider approving Resolution No. 2020-014 awarding the 2019-2020 annual supply of small water meters in a unit price purchase to Core & Main LP and; and take appropriate action

I. REGULAR AGENDA ITEMS

I.1 20-70 Receive an update from Dallas Medical Center

I.2 20-38 Receive an update on the Farmers Branch Power Switch

J. ADJOURNMENT

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

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 Printed on 1/29/2020
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Discuss regular City Council meeting agenda items
Receive an update related to the IH-35E Phase 2 highway expansion

BACKGROUND:
Ms. Ashton Strong, from the Texas Department of Transportation (TXDOT) Dallas District, will present a project update as it relates to the IH-35E Phase 2 expansion project. A representative from TXDOT provided a previous update to City Council during April 2019, and since that time the approved 2010 design schematic has been modified and TXDOT has received the necessary funding for the Phase 2 expansion.

RECOMMENDATION:
None.

POSSIBLE COUNCIL ACTION:
No action required.

ATTACHMENT(S):
None.
Receive a Sister City Program Update

BACKGROUND:
The Chair of the Sister City Program will provide City Council with an update on upcoming events.
Receive a presentation of the Police Traffic Stop Data Analysis Report for calendar year 2019, as required by Section 2.132 of the Texas Code of Criminal Procedures

BACKGROUND:
The Texas Code of Criminal Procedures requires annual reporting of traffic stop data to the governing body. The data is collected on every traffic stop in which a citation or warning is issued or an arrest is made.

The Professional Development Institute of the University of North Texas (PDI) conducts an independent comprehensive analysis of this data as well as a review of departmental policies, training, and procedures pertaining to bias-based policing prevention.

FISCAL IMPACT:
1. No Financial Impact

ATTACHMENT(S):
1. PDI Report 2019
2. PowerPoint Presentation
FARMERS BRANCH
POLICE DEPARTMENT

2019

RACIAL PROFILING ANALYSIS

PREPARED BY:

Eric J. Fritsch, Ph.D.
Chad R. Trulson, Ph.D.
Executive Summary

Article 2.132-2.134 of the Texas Code of Criminal Procedure (CCP) requires the annual reporting to the local governing body of data collected on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to data collection and reporting requirements. Article 2.134 of the CCP directs that “a comparative analysis of the information compiled under 2.133” be conducted, with specific attention to the below areas:

1. evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
2. examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and
3. evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
4. information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

Since the law provides no clear instruction to a governing body on how to review such data, the Farmers Branch Police Department requested this analysis and review to assist the City Council in reviewing the data.

The analysis of material and data from the Farmers Branch Police Department revealed the following:

- A comprehensive review of the Farmers Branch Police Department regulations, specifically Standard Operating Procedure GP-02 and Section 200.08 outlining the department’s policy concerning bias-based profiling, shows that the Farmers Branch Police Department is fully in compliance with Article 2.132 of the Texas Code of Criminal Procedure.

- A review of the information presented and supporting documentation reveals that the Farmers Branch Police Department is fully in compliance with Texas law on training and education regarding racial profiling.

- A review of the documentation produced by the department in both print and electronic form reveals that the department is fully in compliance with applicable Texas law on the racial profiling complaint process and public education about the complaint process.

- Analysis of the data reveals that the department is fully in compliance with applicable Texas law on the collection of racial profiling data.
• **The Farmers Branch Police Department is fully in compliance with applicable Texas law concerning the reporting of information to TCOLE.**

• **The Farmers Branch Police Department is fully in compliance with applicable Texas law regarding CCP articles 2.132-2.134.**
Introduction

This report details an analysis of the Farmers Branch Police Department’s policies, training, and statistical information on racial profiling for the year 2019. This report has been prepared to specifically comply with Article 2.132, 2.133, and 2.134 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of traffic stop data. Specifically, the analysis will address Articles 2.131 – 2.134 of the CCP and make a determination of the level of compliance with those articles by the Farmers Branch Police Department in 2019. The full copies of the applicable laws pertaining to this report are contained in Appendix A.

This report is divided into six sections: (1) Farmers Branch Police Department’s policy on racial profiling; (2) Farmers Branch Police Department’s training and education on racial profiling; (3) Farmers Branch Police Department’s complaint process and public education on racial profiling; (4) analysis of Farmers Branch Police Department’s traffic stop data; (5) additional traffic stop data to be reported to TCOLE; and (6) Farmers Branch Police Department’s compliance with applicable laws on racial profiling.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

Farmers Branch Police Department Policy on Racial Profiling

A review of Farmers Branch Police Department Standard Operating Procedure GP-02 and Section 200.08 revealed that the department has adopted policies to be in compliance with Article 2.132 of the Texas CCP (see Appendix B). There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are clearly covered in Standard Operating Procedure GP-02 and Section 200.08. Farmers Branch Police Department regulations provide clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined up to and including termination. The regulations also provide a very clear statement of the agency’s philosophy regarding equal treatment of all persons regardless of race or ethnicity. Appendix C lists the applicable statute and corresponding Farmers Branch Police Department regulation.

A COMPREHENSIVE REVIEW OF FARMERS BRANCH POLICE DEPARTMENT STANDARD OPERATING PROCEDURE GP-02 AND SECTION 200.08 SHOWS THAT THE FARMERS BRANCH POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Farmers Branch Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas Peace officers. Documentation provided by Farmers Branch Police Department reveals that all officers have received bias-based/racial profiling training.
A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE FARMERS BRANCH POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Farmers Branch Police Department Complaint Process and Public Education on Racial Profiling

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Farmers Branch Police Department Standard Operating Procedure GP-02 Complaint Investigation section and Public Education section cover this requirement. Specifically, the department has information regarding the complaint process and how to file a complaint on its website (https://farmersbranchtx.gov/137/Police-Department and https://farmersbranchtx.gov/365/Police-Compliments-Complaints) and has prepared a tri-fold pamphlet on the complaint process that is available in the lobby of the police department. The pamphlet and website are clearly written and provide detailed information on the process and how to file a complaint.

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Farmers Branch Police Department Statistical Data on Racial Profiling

Article 2.132(b) 6 and Article 2.133 requires that law enforcement agencies collect statistical information on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to other information noted previously. Farmers Branch Police Department submitted statistical information on all motor vehicle stops in 2019 and accompanying information on the race/ethnicity of the person stopped. Accompanying this data was the relevant information required to be collected and reported by law.

ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

Analysis of the Data

Comparative Analysis #1:

Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities. Texas Code of Criminal Procedure Article 2.134(c)(1)(A)
The first chart depicts the percentages of people stopped by race/ethnicity among the total 14,474 motor vehicle stops in which a ticket, citation, or warning was issued, including arrests made, in 2019.¹

![Chart depicting race/ethnicity percentages](chart.png)

**White drivers** constituted 33.16 percent of all drivers stopped, whereas Whites constitute 44.20 percent of the city population, 33.10 percent of the county population, and 50.90 percent of the region population.²

**African-American drivers** constituted 26.22 percent of all drivers stopped, whereas African-Americans constitute 4.80 percent of the city population, 22.30 percent of the county population, and 14.50 percent of the region population.

**Hispanic drivers** constituted 33.97 percent of all drivers stopped, whereas Hispanics constitute 45.40 percent of the city population, 38.30 percent of the county population, and 27.30 percent of the region population.

**Asian drivers** constituted 6.18 percent of all drivers stopped, whereas Asians constitute 4.40 percent of the city population, 5.00 percent of the county population, and 5.20 percent of the region population.

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¹ There were 67 motor vehicle stops of drivers considered Alaska Native/American Indian. These motor vehicle stops were not charted in the first figure of this report due to the small number of cases relative to the population in Farmers Branch and relative to the total number of motor vehicle stops among all drivers (14,474).

² City and County populations were derived from the 2010 Census of the U.S. Census Bureau. Regional population figures were derived from 2010 Census data compiled and published by the North Central Texas Council of Governments which is defined as the 16 county Dallas-Ft. Worth Area including the following counties: Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.
The chart shows that White drivers are stopped at rates lower than the percentage of Whites found in the city and regional population and almost identical to the county population. African-Americans are stopped at rates higher than the percentage of African-Americans found in the city, county, and regional population. Hispanics are stopped at rates lower than the percentage of Hispanics found in the city and county populations, but higher than the percentage of Hispanics in the regional population. Asian drivers are stopped at rates slightly higher than the percentage of Asians found in the city, county, and regional populations.

Methodological Issues

Upon examination of the data, it is important to note that differences in overall stop rates of a particular racial or ethnic group, compared to that racial or ethnic group’s proportion of the population, cannot be used to make determinations that officers have or have not racially profiled any given individual motorist. Claims asserting racial profiling of an individual motorist from the aggregate data utilized in this report are erroneous.

For example, concluding that a particular driver of a specific race/ethnicity was racially profiled simply because members of that particular racial/ethnic group as a whole were stopped at a higher rate than their proportion of the population—are as erroneous as claims that a particular driver of a specific race/ethnicity could NOT have been racially profiled simply because the percentage of stops among members of a particular racial/ethnic group as a whole were stopped at a lower frequency than that group’s proportion of the particular population base (e.g., city or county population). In short, aggregate data as required by law and presented in this report cannot be used to prove or disprove that a member of a particular racial/ethnic group was racially profiled. Next, we discuss the reasons why using aggregate data—as currently required by the state racial profiling law—are inappropriate to use in making claims that any individual motorist was racially profiled.

**Issue #1: Using Group-Level Data to Explain Individual Officer Decisions**

The law dictates that police agencies compile aggregate-level data regarding the rates at which agencies collectively stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not individual officers are “racially profiling” motorists. This methodological error, commonly referred to as the "ecological fallacy," defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate stop data. **In short, one cannot prove that an individual officer has racially profiled any individual motorist based on the rate at which a department stops any given group of motorists.** In sum, aggregate level data cannot be used to assess individual officer decisions, but the state racial profiling law requires this assessment.

**Issue #2: Problems Associated with Population Base-Rates**

There has been considerable debate as to what the most appropriate population “base-rate” is in determining whether or not racial/ethnic disparities exist. The base-rate serves as the benchmark for comparison purposes. The outcome of analyses designed to determine whether or not disparities exist is dependent on which base-rate is used. While this report utilized the most recent 2010 Census as a population base-rate, this population measure can become quickly
outdated and may not keep pace with changes experienced in city and county and regional population measures.

In addition, the validity of the benchmark base-rate becomes even more problematic if analyses fail to distinguish between residents and non-residents who are stopped. This is because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures. **In sum, a valid measure of the driving population does not exist. As a proxy, census data is used which is problematic as an indicator of the driving population.** In addition, stopped motorists who are not residents of the city or county where the motor vehicle stop occurred are not included in the benchmark base-rate.

In short, the methodological problems outlined above point to the limited utility of using aggregate level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

Table 1 reports the summaries for the total number of motor vehicle stops in which a ticket, citation, or warning was issued, and to arrests made as a result of those stops, by the Farmers Branch Police Department in 2019. Table 1 and associated analyses are utilized to satisfy the comparative analyses as required by Texas law, and in specific, Article 2.134 of the CCP.

Comparative Analysis #2:

*Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction.* Texas Code of Criminal Procedure Article 2.134(c)(1)(B)
As shown in Table 1, there were a total of 14,474 motor vehicle stops in 2019 in which a ticket, citation, or warning was issued. The table also shows arrests made as a result of those stops. Roughly 41 percent of stops resulted in a written warning and roughly 57 percent resulted in a citation, less than 1 percent resulted in a written warning and arrest, and 299 stops or roughly 2 percent (299/14,474) resulted in citation and arrest. Overall, arrests were rare compared to all stops.

Relative to the result of the stop within each racial/ethnic group, verbal warnings did not occur in 2019, nor did sole arrests. Written warnings and arrest were rare among all racial/ethnic groups, comprising less than 1 percent of all stop outcomes across each racial/ethnic group.

Specific to written warnings, White motorists received a written warning in roughly 45 percent of stops involving White motorists (2174/4800), African-American motorists received a written warning in roughly 40 percent of stops of African-American motorists, Hispanic motorists received a written warning in roughly 38 percent of stops of Hispanic motorists, Asian motorists received a written warning in roughly 41 percent of stops of Asian motorists, and Alaska Native/American Indian motorists received a written warning in roughly 42 percent of stops involving Alaska Native/American Indians.

White motorists received a citation in roughly 53 percent of stops involving White motorists (2547/4800), African-American motorists received a citation in roughly 58 percent of stops of African-American motorists, Hispanic motorists received a citation in roughly 59 percent of stops of Hispanic motorists, Asian motorists received a citation in roughly 58 percent of stops of Asian motorists, and Alaska Native/American Indian motorists received a citation in roughly 58 percent of stops involving Alaska Native/American Indians.
Finally, relative to citation and arrest, White motorists were cited and arrested in roughly 1 percent of stops involving White motorists (67/4800), African-American motorists were cited and arrested in roughly 2 percent of stops involving African-American motorists, Hispanics were cited and arrested in roughly 3 percent of stops involving Hispanic motorists, Asian motorists were cited and arrested in less than 1 percent of stops of Asian motorists, and no Alaska Native/American Indian motorists received an outcome of citation and arrest as the result of a stop.

Comparative Analysis #3:

_Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches._ Texas Code of Criminal Procedure Article 2.134(c)(1)(C)

In 2019, a total of 597 searches of motorists were conducted, or roughly 4 percent of all stops resulted in a search. Among searches within each racial/ethnic group, White motorists were searched in roughly 3 percent of all stops of White motorists (127/4800), African-American motorists were searched in roughly 5 percent of all stops of African-American motorists, Hispanic motorists were searched in roughly 5 percent of all stops of Hispanic motorists, Asian motorists were searched in roughly 1 percent of all stops of Asian motorists, and Alaska Native/American Indian motorists were searched in roughly 3 percent (2 total searches among 67 total stops) of all stops of Alaska Native/American Indian motorists.

Regarding searches, it should be further noted that only 54 out of 597 searches (see Table 3), or 9.0 percent of all searches, were based on consent, which are regarded as discretionary as opposed to non-discretionary searches. Relative to the total number of stops (14,474), discretionary consent searches occurred in 0.37 percent of stops.

Of the searches that occurred in 2019, and as shown in Table 3, contraband was discovered in 278 or roughly 47 percent of all searches (278/597 total searches). Among the searches in which contraband was discovered (278), 75 percent of the time the contraband discovered was drugs (209/278).

Comparative Analysis #4:

_Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling._ Texas Code of Criminal Procedure Article 2.134(c)(2)

In 2019, internal records indicate that the Farmers Branch Police Department received one complaint alleging that a peace officer employed by the agency engaged in racial profiling. Upon internal investigation, this complaint was not sustained (unfounded).
Additional Information Required to be Reported to TCOLE

Tables 2-4 provide additional information relative to motor vehicle stops in 2019 by the Farmers Branch Police Department. These data are required to be collected by the Farmers Branch Police Department under the Texas Code of Criminal Procedure Article 2.133.

Table 2: Data on Traffic Stops and Arrests

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<th>Stop Table</th>
<th>Frequency</th>
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<td>Number of Stops</td>
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<tr>
<td><strong>Reason for Stop</strong></td>
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</tr>
<tr>
<td>Violation of Law</td>
<td>1008</td>
</tr>
<tr>
<td>Preexisting Knowledge</td>
<td>253</td>
</tr>
<tr>
<td>Moving Traffic Violation</td>
<td>7729</td>
</tr>
<tr>
<td>Vehicle Traffic Violation</td>
<td>5484</td>
</tr>
<tr>
<td><strong>Result of Stop</strong></td>
<td></td>
</tr>
<tr>
<td>Verbal Warning</td>
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</tr>
<tr>
<td>Written Warning</td>
<td>5949</td>
</tr>
<tr>
<td>Citation</td>
<td>8190</td>
</tr>
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<td>Written Warning and Arrest</td>
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<tr>
<td>Citation and Arrest</td>
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<tr>
<td>Arrest</td>
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<tr>
<td><strong>Arrest Based On</strong></td>
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</tr>
<tr>
<td>Violation of Penal Code</td>
<td>90</td>
</tr>
<tr>
<td>Violation of Traffic Law</td>
<td>111</td>
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<td>Violation of City Ordinance</td>
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<td>Outstanding Warrant</td>
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<td>Search Table</td>
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<tr>
<td><strong>Search Conducted</strong></td>
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<td>Yes</td>
<td>597</td>
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<td>No</td>
<td>13877</td>
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<tr>
<td><strong>Reason for Search</strong></td>
<td></td>
</tr>
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<td>Consent</td>
<td>54</td>
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<tr>
<td>Contraband in Plain View</td>
<td>7</td>
</tr>
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<td>Probable Cause</td>
<td>281</td>
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<td>Inventory</td>
<td>113</td>
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<td>Incident to Arrest</td>
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<td><strong>Was Contraband Discovered</strong></td>
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<td>Yes</td>
<td>278</td>
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<td>No</td>
<td>319</td>
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<tr>
<td><strong>Description of Contraband</strong></td>
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<td>Drugs</td>
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<tr>
<td>Currency</td>
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<td>Weapons</td>
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<td>Stolen Property</td>
<td>2</td>
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<td>Other</td>
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### Table 4: Additional Data on Traffic Stops

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<td>Male</td>
<td>9435</td>
</tr>
<tr>
<td>Female</td>
<td>5039</td>
</tr>
<tr>
<td><strong>Race/Ethnicity Known Prior to Stop</strong></td>
<td></td>
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<tr>
<td>Yes</td>
<td>452</td>
</tr>
<tr>
<td>No</td>
<td>14022</td>
</tr>
<tr>
<td><strong>Was Physical Force Resulting in Bodily Injury Used During Stop</strong></td>
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<tr>
<td>Yes</td>
<td>21</td>
</tr>
<tr>
<td>No</td>
<td>14453</td>
</tr>
<tr>
<td><strong>Approximate Location of Stop</strong></td>
<td></td>
</tr>
<tr>
<td>City Street</td>
<td>13460</td>
</tr>
<tr>
<td>US Highway</td>
<td>481</td>
</tr>
<tr>
<td>County Road</td>
<td>21</td>
</tr>
<tr>
<td>State Highway</td>
<td>401</td>
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<tr>
<td>Private Property/Other</td>
<td>111</td>
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</table>

**Analysis of Racial Profiling Compliance by Farmers Branch Police Department**

The foregoing analysis shows that the Farmers Branch Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection and reporting of data in compliance with the law.

In addition to providing summary reports and analysis of the data collected by the Farmers Branch Police Department in 2019, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Farmers Branch Police Department as well as police agencies across Texas.
TCOLE Reporting Forms
Racial Profiling Report

Agency Name: Farmers Branch Police Department
Reporting Date: 01/08/20
TCOLE Agency Number: TX0571000
Chief Administrator: Chief David Hale
Agency Contact Information: Phone: 972-484-3620
Email:
Mailing Address: 3723 Valley View Ln, Farmers Branch, TX 75244

By submitting, the chief administrator affirms that the agency has a policy in place in accordance with Texas Code of Criminal Procedure §2.132, and that the policy:

1. clearly defines acts constituting racial profiling;
2. strictly prohibits peace officers employed by the agency from engaging in racial profiling;
3. implements a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
4. provides public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and email address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
5. requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
6. requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
   A. the race or ethnicity of the individual detained;
   B. whether a search was conducted and, if so, whether the individual detained consented to the search;
   C. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
   D. whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
   E. the location of the stop; and
   F. the reason for the stop; and


(7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and
(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: [Signature]
Date: 01/08/20 [Signature]
Total stops:

1. Gender
   CCP 2.133(b)(1)(a)
   1.1 Female: 5039
   1.2 Male: 9435

2. Race or ethnicity
   CCP 2.132(a)(3), 2.132(b)(5)(A), 2.133(b)(1)(B)
   2.1 Black: 3795
   2.2 Asian/Pacific Islander: 895
   2.3 White: 4800
   2.4 Hispanic/Latino: 4917
   2.5 Alaska Native/American Indian: 67

3. Was race or ethnicity known prior to stop?
   CCP 2.132(b)(6)(C)
   3.1 Yes: 452
   3.2 No: 14022

4. Reason for stop?
   CCP 2.132(b)(6)(F), 2.133(b)(2)
   4.1 Violation of law: 1008
   4.2 Preexisting knowledge: 253
   4.3 Moving traffic violation: 7729
   4.4 Vehicle traffic violation: 5484
5. Street address or approximate location of the stop
   CCP 2.132(b)(6)(E), 2.133(b)(7)
   5.1 City street: 13460
   5.2 US highway: 481
   5.3 County road: 21
   5.4 State highway: 401
   5.5 Private property or other: 111

6. Was a search conducted?
   CCP 2.132(b)(6)(B), 2.133(b)(3)
   6.1 Yes: 597
   6.2 No: 13877

7. Reason for Search?
   CCP 2.132(b)(6)(B), 2.133(b)(3)
   7.1 Consent: 54
   7.2 Contraband in plain view: 7
   7.3 Probable cause: 281
   7.4 Inventory: 113
   7.5 Incident to arrest: 142

8. Was Contraband discovered?
   CCP 2.133(b)(4)
   8.1 Yes: 278
   8.2 No: 319

9. Description of contraband
   CCP 2.133(b)(4)
   9.1 Drugs: 209
   9.2 Currency: 1
   9.3 Weapons: 1
   9.4 Alcohol: 4
   9.5 Stolen property: 2
   9.6 Other: 61
10. Result of the stop
10.1 Verbal warning: 0  CCP 2.133(b)(8)
10.2 Written warning: 5949  CCP 2.133(b)(8)
10.3 Citation: 8190  CCP 2.133(b)(8)
10.4 Written warning and arrest: 36
10.5 Citation and arrest: 299
10.6 Arrest: 0  CCP 2.133(b)(6)

Arrest Total (10.4, 10.5, and 10.6) =

11. Arrest based on
CCP 2.133(b)(6)

11.1 Violation of Penal Code: 90
11.2 Violation of Traffic Law: 111
11.3 Violation of City Ordinance: 1
11.4 Outstanding Warrant: 133

12. Was physical force resulting in bodily injury used during stop?
CCP 2.132(b)(6)(D), 2.133(b)(9)

12.1 Yes: 21
12.2 No: 14453
Appendix A: Racial Profiling Statutes and Laws
**Texas Racial Profiling Statutes**

**Art. 3.05. RACIAL PROFILING.**
In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.


**Art. 2.131. RACIAL PROFILING PROHIBITED.**
A peace officer may not engage in racial profiling.


**Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.**
(a) In this article:
   (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.
   (2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
   (3) "Race or ethnicity" means the following categories:
       (A) Alaska native or American Indian;
       (B) Asian or Pacific Islander;
       (C) black;
       (D) white; and
       (E) Hispanic or Latino.
(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
   (1) clearly define acts constituting racial profiling;
   (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
   (A) the race or ethnicity of the individual detained;
   (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
   (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
   (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
   (E) the location of the stop; and
   (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
   (A) the Texas Commission on Law Enforcement; and
   (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.


Amended by:
Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 25, eff. September 1, 2009.
Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.05, eff. May 18, 2013.
Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
   (A) the person's gender; and
   (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:
   (A) any contraband or other evidence was in plain view;
   (B) any probable cause or reasonable suspicion existed to perform the search; or
   (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop;

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and
(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b) to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.


Amended by:
Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 26, eff. September 1, 2009.
Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.02, eff. September 1, 2017.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:
(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).
(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:
(1) a comparative analysis of the information compiled under Article 2.133 to:
(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
(B) examine the disposition of motor vehicle stops made by officers employed by the agency,
categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.


Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 27, eff. September 1, 2009.
Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.06, eff. May 18, 2013.
Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.03, eff. September 1, 2017.

**Art. 2.136. LIABILITY.**

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.
Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
(2) smaller jurisdictions; and
(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using video and audio equipment and body worn cameras for those purposes.
Art. 2.138. RULES.
The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Art. 2.1385. CIVIL PENALTY.
(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an amount not to exceed $5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.
(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of $1,000 for each violation.
(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.
Appendix B: Agency Policy
PREFACE

Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures shall be respected. Bias-based profiling and racial profiling are unacceptable law enforcement tactics and will not be condoned by this agency.

PROHIBITION

Officers of the Farmers Branch Police Department are strictly prohibited from engaging in bias-based profiling and/or racial profiling as defined by this S.O.P and Texas State Law.

SCOPE

Bias-based profiling and racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior.

EXCLUSIONS

The prohibition of bias-based profiling and racial profiling does not preclude the use of race, ethnicity or national origin when used as part of an actual description of a specific suspect for whom an officer is searching.

Nothing in this procedure shall preclude officers from offering assistance to a person who is not the subject of an investigation of suspected criminal activity.

DEFINITIONS

Bias-based Profiling: A law enforcement initiated action, detention or interdiction based solely on ethnic background, gender, sexual orientation, religion, economic background, age, cultural group, or any other identifiable group, rather than on the individual’s behavior and/or information tending to identify the individual as having engaged in criminal activity.

Motor Vehicle Stop: Means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
Race or Ethnicity: Of a particular decent, including White, Black, Hispanic/Latino, Asian or Pacific Islander, American Indian or Alaska Native.

Racial Profiling: A law enforcement-initiated action based solely on an individual’s race, ethnicity, and/or national origin, rather than on the individual’s behavior and/or information tending to identify the individual as having engaged in criminal activity.

PROCEDURES

Complaint Investigation
Complaints involving the allegation of bias-based profiling and/or racial profiling will be handled in accordance with General Orders Section 200.09.

Sustained complaints involving bias-based profiling and/or racial profiling will result in disciplinary action as set forth in General Orders Section 200.11.

On the commencement of an investigation of a complaint alleging bias-based profiling and/or racial profiling in which an audio or video recording of the occurrence on which the complaint was made, a copy of the recording will be promptly provided to the peace officer who is the subject of the complaint on written request by the officer.

Public Education
The Farmers Branch Police Department will provide public education relating to the agency’s compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint on each ticket, citation, or warning issued by a peace officer.

Additionally, the compliment and complaint process explanation will be part of public presentations made by officers, be printed in pamphlets made available in the police department lobby, and be given on the department’s social media sites and official websites.

Motor Vehicle Stops
All individuals with whom employees of this agency come into contact will be treated fairly and with respect regardless of their race or ethnicity.

No officer will initiate a motor vehicle stop based solely on the factor of race or ethnicity, gender, sexual orientation, religion, economic background, age, cultural group, or any other identifiable group. Such detentions are unlawful and unconstitutional and will not be tolerated by this agency.

Officers will make audio and video recordings of all motor vehicle stops as well as on other occasions as required by S.O.P. #PE-03 & S.O.P. # PE-06.

If an officer is assigned to a vehicle that has inoperable audio and/or video equipment, the condition will be reported to the shift supervisor immediately.
**Collection of information**
The Farmers Branch Police Department shall collect information relating to motor vehicle stops in which a ticket, citation, or warning, is issued and to arrests made as a result of these stops. The information collected shall include:

1) A physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
   a) The person’s gender; and
   b) The person’s race or ethnicity, as stated by the person or, if the person does not state the person’s race or ethnicity, as determined by the officer to the best of the officer’s ability;

2) The initial reason for the stop;

3) Whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

4) Whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

5) The reason for the search, including whether:
   a) any contraband or other evidence was in plain view;
   b) any probable cause or reasonable suspicion existed to perform the search; or
   c) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

6) Whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

7) The street address or approximate location of the stop;

8) Whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop;

9) Whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code (“means physical pain, illness, or any impairment of physical condition), during the stop; and

10) Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual.

If the equipment used to record motor vehicle stops is malfunctioning or otherwise not operable, the officer making the stop shall report the malfunction to his/her supervisor immediately and manually collect the data and properly record and report the information as required by this S.O.P. and Article 2.133, Texas Code of Criminal Procedure, “Reports Required for Motor Vehicle Stops.” Repairs deemed necessary should be made as soon as practicable.

**Training**
The Farmers Branch Police department will provide in-service training on the prohibition of bias-based policing, racial profiling and on the requirement to explain the compliment and complaint process to each person issued a ticket, citation, or warning.

**Use of Audio and Video Equipment**
1) The policy of the Farmers Branch Police Department is that all police vehicles regularly used by a police officer to make motor vehicle stops shall be equipped with a video camera and
transmitter-activated equipment. Also, officers will be equipped with body worn cameras (See S.O.P. # PE-06).

2) Each motor vehicle stop made by a police officer shall be recorded by audio and video equipment.

3) The Farmers Branch Police Department will retain the audio/video recordings of each motor vehicle stop recorded for 90 days after the date of the stop in accordance with S.O.P.#GP-05.

4) If a complaint is filed alleging that a police officer has engaged in bias-based profiling and/or racial profiling with respect to a motor vehicle stop, the police department shall retain the audio and video recording of the stop until final disposition of the complaint.

Supervisory Responsibility
It shall be the responsibility of each supervisor, who manage officers assigned to police vehicles that are regularly used to make motor vehicle stops, to ensure that the officers are complying with this S.O.P.’s collection of information requirements. Supervisors are also responsible for:

1) Assigning officers to vehicles with operational audio/video equipment before utilizing vehicles that the equipment has been removed from or has malfunctioned to the point of rendering the equipment inoperable.

2) Supervisors will specify audio/video equipment that is out of service due to maintenance issues, indicating which equipment is not available and the unit number it is assigned to.

3) Supervisors will view at a minimum one motor vehicle stop and/or pedestrian stop of five different officers per month per patrol shift. A form listing which officer’s stops have been viewed will be forwarded to the appropriate person responsible for analysis of bias-based profiling and racial profiling data. Should concerns emerge from these viewings regarding the possibility of bias-based profiling and/or racial profiling, the person in charge of analysis should be notified and additional recordings will be reviewed to determine if a pattern presents itself. If a pattern is established, the Chief of Police will be notified and all appropriate documentation preserved. Any obvious act of bias-based profiling and/or racial profiling will be handled by the supervisor who becomes aware of said act by following the guidelines set forth in General Orders section 200.09 and this S.O.P.

Compilation and Analysis of Information Collected
The Farmers Branch Police Department shall compile and analyze the information collected under this S.O.P. Not later than March 1 of each year, the Chief of Police shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement (TCOLE) and the governing body of the City of Farmers Branch. The report will include:

1) A comparative analysis of the information compiled in this S.O.P. to:
   a) Evaluate and compare the number of motor vehicle stops, within the city, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
   b) Examine the disposition of motor vehicle stops made by officers employed by the agency categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the city; and
   c) Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
2) Information relating to each complaint filed with the police department alleging that an officer has engaged in racial profiling.

3) Any other combination of data deemed necessary by the Chief of Police.

The report shall not include identifying information about the officer who makes a motor vehicle stop or about the person who is stopped or arrested by the officer. This report does not affect the duty of Farmers Branch Police officers to collect the information required under this S.O.P.

David Hale
Chief of Police

DH:kl

Attachment: Audio/Video Viewing Record
SECTION 200.08  BIAS-BASED PROFILING

A. Purpose

The Farmers Branch Police Department is committed to unbiased policing in all its encounters between officers and any person. This policy reinforces procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion and protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

B. Agency philosophy

It is the policy of this department to police in a proactive manner and to investigate suspected violations of the law. Officers shall actively enforce state, federal and local laws in a responsible and professional manner, without regard to race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers are strictly prohibited from engaging in bias-based/racial profiling as defined in this policy and as outlined in the Texas Code of Criminal Procedure. This policy shall be applicable to all persons, whether drivers, passengers or pedestrians.

C. Definitions

Bias-based Profiling: A law enforcement initiated action, detention or interdiction based solely on ethnic background, gender, sexual orientation, religion, economic background, age, cultural group, or any other identifiable group, rather than on the individual’s behavior and/or information tending to identify the individual as having engaged in criminal activity.

Race or Ethnicity: Of a particular decent, including White, Black, Hispanic/ Latino, Asian or Pacific Islander, American Indian or Alaska Native.

Racial Profiling: a law enforcement-initiated action based solely on an individual’s race, ethnicity, and/or national origin, rather than on the individual’s behavior and/or information tending to identify the individual as having engaged in criminal activity.

D. Policy

The use of bias based and/or racial profiling by police officers in any law enforcement encounters with persons viewed as suspects and/or potential suspects in criminal activities is prohibited. The prohibition against bias-based profiling and racial profiling does not preclude the Farmers Branch Police from using race, ethnicity, or national origin as factors in a detention decision. For instance, a suspect’s race, ethnicity, or national origin may be legitimate factors in deciding whether to detain the suspect when those factors are used as a physical description of a specific suspect for whom a police officer is searching.

E. Implementation

Officers of the Farmers Branch Police Department will refer to the current Standard Operating Procedure for specific implementation of this policy.
AUDIO/VIDEO VIEWING RECORD

SHIFT_______________________    DATE OF VIEWING_______________________

NAME OF OFFICER ________________________________________________________

DATE OF STOP ______________

TYPE OF STOP VIEWED (CIRCLE ONE): PEDESTRIAN    TRAFFIC

NUMBER OF STOPS VIEWED ______________

COMMENTS:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

SUPERVISOR’S SIGNATURE _________________________________________________
**Appendix C: Racial Profiling Laws and Corresponding Standard Operating Procedures**

<table>
<thead>
<tr>
<th>Texas CCP Article</th>
<th>FARMERS BRANCH POLICE DEPARTMENT Standard Operating Procedure GP-02/Section 200.08 Bias-Based Profiling</th>
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<tbody>
<tr>
<td>2.132(b)1</td>
<td>Definitions Section</td>
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<td>2.132(b)2</td>
<td>Prohibition Section</td>
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<tr>
<td>2.132(b)7</td>
<td>Procedures Section (Compilation and Analysis of Information Collected)</td>
</tr>
</tbody>
</table>
History

• First law passed in the 77th Texas Legislative Session (effective 2001) making it illegal to racially profile.
• Required data collection on traffic stops.
• Partial exemption on data collection for departments installing in-car video. (*Repealed 2017)
• Requirement to audit in-car and body camera video.
• Requirement to analyze, compare and contrast collected data.
2019 Report on Traffic Stops

• Report prepared by the University of North Texas Professional Development Institute. Dr. Eric Fritsch.

• Provides comprehensive review of policy, practices, procedures and traffic stop data.

• Required by Code of Criminal Procedure to be presented to the governing body by March 1 of each year.
Findings

• In full compliance with Article 2.132-2.134 Texas Code of Criminal Procedure.
• In full compliance with Texas law on Education and training of officers.
• In full compliance with Texas law on public complaint process and public education. (*One complaint for biased based policing in 2019: Finding was unfounded)
• In full compliance with Texas law on data collection.
Findings Continued

• In full compliance with policy prohibiting bias based policing.

• In full compliance with reporting requirements to the Texas Commission on Law Enforcement (TCOLE).

• *Despite methodological limitations with analysis that are defined by Texas state law there is no evidence in the report that indicates bias-based policing practices by the Farmers Branch Police Department.
Questions?
Discuss potential foundation design options for residential construction projects

BACKGROUND:
Since March of 2002 the City has adopted and continuously used the International Residential Code (IRC) for new and remodel construction projects. The International Residential Code (IRC) is a comprehensive, stand-alone residential code that creates minimum regulations for one- and two-family dwellings of three stories or less. It brings together all building (i.e. framing, foundation and roofing), plumbing, mechanical, fuel gas, energy and electrical provisions for one- and two-family residences.

DISCUSSION:
A concern was raised by City Council regarding the minimum foundation design requirements the City has in place and the longevity associated with those foundation requirements. Staff will present the current minimum requirements as well potential options for consideration.

FISCAL IMPACT:
1. No Financial Impact

POSSIBLE COUNCIL ACTIONS:
1. Leave currently adopted IRC foundation requirements in place.
2. Consider more stringent foundation design requirements such as requiring an engineer’s design.
3. Make other changes discussed during study session.

ATTACHMENT:
1. Presentation PDF
Residential Foundation Discussion

Study Session
February 4th 2020
Background

- 2018 International Residential Code (IRC) effective Jan.1st 2020. Previous editions have been in use at FB since March of 2002.

- IRC section on foundations provides minimum requirements for constructing footings and walls for foundations of:
  - Wood
  - Masonry
  - Concrete
  - Pre-cast Concrete

- IRC does require foundations placed upon expansive soils to be designed using one of two particular structural engineering design manuals.

- Typical size footing for one story house: 12 inches deep x 6 inches wide
- Typical size footing for two story house: 15 inches deep x 6 inches wide
- Typical floor thickness of concrete: 3 ½ inches
## Foundation design requirements of surrounding Cities

<table>
<thead>
<tr>
<th>City</th>
<th>Engineer required on <strong>new</strong> const.</th>
<th>Engineer required on <strong>existing</strong> const.</th>
<th>Most common foundation type(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arlington</td>
<td>Y</td>
<td>Y</td>
<td>Post-tension</td>
</tr>
<tr>
<td>Carrollton</td>
<td>Y</td>
<td>Y</td>
<td>Post-tension</td>
</tr>
<tr>
<td>Coppell</td>
<td>Y</td>
<td>Y</td>
<td>Post-tension</td>
</tr>
<tr>
<td>Farmers Branch</td>
<td>N*</td>
<td>N</td>
<td>Post-tension/slab on grade</td>
</tr>
<tr>
<td>Flower Mound</td>
<td>N</td>
<td>N</td>
<td>Post-tension</td>
</tr>
<tr>
<td>Garland</td>
<td>Y</td>
<td>N</td>
<td>Post-tension/slab on grade</td>
</tr>
<tr>
<td>Highland Park</td>
<td>Y</td>
<td>Y</td>
<td>Pier and beam</td>
</tr>
<tr>
<td>Highland Village</td>
<td>Y</td>
<td>Y</td>
<td>Post-tension</td>
</tr>
<tr>
<td>Irving</td>
<td>Y</td>
<td>N</td>
<td>Post-tension</td>
</tr>
<tr>
<td>Lewisville</td>
<td>Y</td>
<td>Y</td>
<td>Post-tension</td>
</tr>
<tr>
<td>Plano</td>
<td>Y</td>
<td>N</td>
<td>Post-tension</td>
</tr>
</tbody>
</table>

* 100% of new home construction permits (in FB) currently provide an engineered foundation design.
Conclusion

- 82% of the City's surveyed require Texas registered engineers design on **new** single family construction.
- 45% of the City's surveyed require Texas registered engineers design on **existing** single family construction.
- Entire North Texas region sets upon expansive clay soil, which expands with the presence of moisture and contracts without moisture.
- The North Central Texas Council of Governments (NCTCOG) recommends all new and existing modifications to single family house foundations be designed by a Texas registered professional engineer.
- Would formalize current practice of Farmers Branch new home builders.

Add a local amendment to the International Residential Code requiring a Texas registered professional engineers design for foundations for new single family homes as well as addition/remodel of existing single family homes.
Questions, Comments or Concerns?
Receive an update on the Twilight Farmers Branch Market

BACKGROUND:
The Farmers Branch Market has been held at The Grove since 2016, with the last two years featuring an evening market concept. Since its inception, attendance for the market has steadily declined due to increased market competition, and as a result of the competition, traditional produce vendors have been limited. In an effort to spike attendance, staff altered market hours, significantly increased marketing, attempted to secure more produce vendors, booked premium cover bands once a month and added additional children’s activities.
Attendance dramatically increased at the markets where premium cover bands were present and additional children’s activities were added. Despite the stronger turnout, purchasing at the market remained low.
With an eye towards the future, staff believes there is a great opportunity to rework the Farmers Branch Market into a new event series entitled, “Denton Drive Live.” Denton Drive Live will capitalize on the popular elements of the Farmers Branch Market, while tying in the vibrancy of Mustang Station including fresh produce available at the new Cox Farms Market.
This new event series will take place from 5-9pm on the second Saturday of every month, beginning in April and ending in September. Up to two popular local bands will perform at each event and the event series will place a greater emphasis on family friendly games, concessions, and partnerships with several of the vendors that will take up residency at Mustang Station Restaurant and Retail Park. Staff believe the larger crowds will answer the demand for affordable family friendly entertainment, and will allow for greater sponsorship opportunities.
Finally, the current budget will permit for this change without requiring any additional funding.

RECOMMENDATION:
Staff recommends converting the Farmers Branch Market into Denton Drive Live.

ATTACHMENT(S):
1. Farmers Branch Market Update Presentation
Farmers Branch Market Update
Event history

2016
  - Original concept created

2018
  - Rebranded as a Twilight Market

2019
  - Adjusted the hours to 5:30 to 8:30

2020
  - Cox Farms Market coming to Farmers Branch
Observations

• Declining attendance throughout the season (25% reduction from 2018-2019)
• Reduced number of vendors from 2018-2019 (28% reduction)
• Reduced number of farmers from start to end of market (70% reduction)
• Unreliability of vendors and shopping habits of attendees
• Concert nights were highly popular
• Kids activities also very popular
Opportunity for Improvement

**Denton Drive Live!**

- Six-month family concert series
  - April 11
  - May 9
  - June 13
  - July 11
  - August 8
  - September 12
- Event hours: 5:00 - 9:00pm
- Capitalize on elements of most successful Twilight Markets
- Grow and foster business partnerships
- Increased sponsorship opportunities
- Greater community engagement
Themes

- **Disco**
  - Le Freak

- **Classic Rock**
  - Blaze of Glory – Bon Jovi tribute
  - Infinite Journey

- **Salsa/Latin**
  - Selena tribute
  - Havana NRG

- **Texas Rockabilly**
  - Two Tons of Steel
  - The Derailers

- **Country/Tex Mex**
  - Straight Tequila Night
  - The Tejas Brothers

- **Heritage Tribute**
  - Walk the Line – Johnny Cash
  - Kraig Parker performs Elvis
What else will you find at Denton Drive Live!?

- **Kids Activities**
  - Examples:
    - Inflatables based on theme
    - Petting zoo
    - Various artists (balloon, face painter, roving characters)
    - Existing yard games at The Grove
  - Depending on theme, other activities could be featured
    - Examples:
      - Best disco outfit contest!
      - Salsa dancing lessons during Latin theme night
      - Country line dancing lessons on Country night
      - Best Elvis costume contest!

- **Specialty vendors**
  - 3-4 vendors offering snack type offerings for people to enjoy while at Denton Drive Live
    - Ex:
      - Rustica’s – Desserts
      - Salsa Texan – chips and dips
      - Agua Fresca – fresh specialty fruit drinks

- **Food and Beer/Wine available**
  - One food/alcohol concessionaire on site
  - Potential for more based on attendance level and sales
    - Opportunity to work with Mustang Station restaurants on a pilot program – order at The Grove for delivery

- **Photo Opportunities**
  - Instagram moments

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Receive the Fiscal Year 2019-20 First Quarter Financial Report

**DISCUSSION:**

Director of Finance (Sherrelle Evans-Jones) will present the Fiscal Year 2019-20 First Quarter Financial Report.

**ATTACHMENT(S):**

1. Fiscal Year 2019-20 First Quarter Financial Report
General Fund Results – Summary
December 2019 – Fiscal Year to Date

<table>
<thead>
<tr>
<th>Revenues</th>
<th>YTD Budget</th>
<th>YTD Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>$9,789,800</td>
<td>$10,190,245</td>
</tr>
<tr>
<td>Sales &amp; Use Taxes</td>
<td>4,397,500</td>
<td>4,523,944</td>
</tr>
<tr>
<td>Charges for Service</td>
<td>1,275,850</td>
<td>1,402,523</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>878,600</td>
<td>921,712</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>595,140</td>
<td>762,305</td>
</tr>
<tr>
<td>Fines, Forfeits &amp; Assessments</td>
<td>395,560</td>
<td>452,733</td>
</tr>
<tr>
<td>Interest, Contributions &amp; Misc.</td>
<td>266,031</td>
<td>264,049</td>
</tr>
<tr>
<td>Penalties &amp; Interest</td>
<td>30,000</td>
<td>5,854</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$17,628,481</strong></td>
<td><strong>$18,523,364</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>YTD Budget</th>
<th>YTD Actual</th>
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<tr>
<td>General Government</td>
<td>$3,210,973</td>
<td>$3,964,771</td>
</tr>
<tr>
<td>Public Works</td>
<td>2,643,399</td>
<td>4,137,094</td>
</tr>
<tr>
<td>Public Safety</td>
<td>7,096,069</td>
<td>7,428,406</td>
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<tr>
<td>Culture &amp; Recreation</td>
<td>3,525,618</td>
<td>4,320,563</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$16,476,058</strong></td>
<td><strong>$19,850,834</strong></td>
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Note: Totals may vary slightly due to rounding. December 2019 YTD Actual Expenditures include $418,133 in Carry-Forwards, which are purchase orders that remained open at the end of the prior fiscal year. Expenditure Carry-Forwards and related budgetary impacts are detailed in each funds expenditure presentation included in this report.
Carry Forwards

What’s a Carry Forward?

- There are all kinds of Carry Forwards.
Carry Forwards
What is a Budget Carry Forward?

• A Budget Carry Forward, stems from a Purchase Order that was opened in a Prior Year, but not fully expended by the end of the year – so it CARRIED FORWARD.

• A few things to note about Budget Carry Forwards:
  • Already approved by Council under Prior Year Budgets – This is not new spending or expanding of the budget
  • Represent financial commitments to purchase at the time the Purchase Order is issued
  • Many have been presented to Council a second time in connection with contract approval process
  • Only impact Expenditures – Not Revenues
  • Carry forwards happen every year – This is not new
Carry Forwards
Why are we talking about Carry Forwards Now?

- The new accounting software, PROMISE, allows for greater transparency.

- Now 2019-20 Actual Expenditures include Carry Forwards are
  - In prior years, Carry Forwards were captured in Balance Sheet accounts then manually adjusted at Year End when the CAFR was prepared.

- This requires re-casting of the 2019-20 Budget to show the Budget with Carry Forwards
The 2019-20 Adopted Budget shows General Fund Expenditures totaling $65,486,100.

At September 30, 2019, there were $418,133 of open purchase orders in the General Fund spanning all departments.

Those purchase orders were carried forward to create a 2019-20 Adjusted Budget for the General Fund of $65,904,233.
# General Fund Results – Summary

## December 2019 – Fiscal Year to Date

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**Adjusted Budget = $65,940,233 x 25% = $16,476,058**
Note: The Adopted Budget of $65,486,100 has been adjusted (reference Adjusted Budget 2019-20) to include legally authorized budget transfers between departments and/or divisions [net effect $0] and $418,133 in Carry-Forwards, which are purchase orders that remained open at the end of the prior fiscal year. December 2019 YTD Actuals reflect the full amount of the Carry-Forwards.
General Fund Results – Expenditures
December 2019 – Detail by Department

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Government</td>
<td>$12,965,500</td>
<td>($121,610)</td>
<td>$12,843,890</td>
<td>$3,964,771</td>
<td>30.87%</td>
<td>$3,210,973</td>
<td>($753,799)</td>
</tr>
<tr>
<td>General Government</td>
<td>$2,108,300</td>
<td>($324,413)</td>
<td>$1,783,887</td>
<td>$504,716</td>
<td>28.29%</td>
<td>$445,972</td>
<td>($58,744)</td>
</tr>
<tr>
<td>General Administration</td>
<td>1,106,500</td>
<td>24,700</td>
<td>1,131,200</td>
<td>284,927</td>
<td>25.19%</td>
<td>282,800</td>
<td>(2,127)</td>
</tr>
<tr>
<td>Communications</td>
<td>770,500</td>
<td>12,566</td>
<td>783,066</td>
<td>268,788</td>
<td>36.62%</td>
<td>195,766</td>
<td>(91,022)</td>
</tr>
<tr>
<td>Economic Development</td>
<td>460,500</td>
<td>5,725</td>
<td>466,225</td>
<td>159,017</td>
<td>34.11%</td>
<td>116,556</td>
<td>(42,461)</td>
</tr>
<tr>
<td>Human Resources</td>
<td>1,008,900</td>
<td>13,800</td>
<td>1,022,700</td>
<td>240,392</td>
<td>23.51%</td>
<td>255,675</td>
<td>15,283</td>
</tr>
<tr>
<td>Finance</td>
<td>2,276,100</td>
<td>31,605</td>
<td>2,307,705</td>
<td>702,276</td>
<td>30.43%</td>
<td>576,926</td>
<td>(125,349)</td>
</tr>
<tr>
<td>Information Services</td>
<td>2,655,500</td>
<td>72,059</td>
<td>2,727,559</td>
<td>1,062,878</td>
<td>38.97%</td>
<td>681,890</td>
<td>(300,988)</td>
</tr>
<tr>
<td>Community Services</td>
<td>2,579,200</td>
<td>42,349</td>
<td>2,621,549</td>
<td>723,777</td>
<td>27.61%</td>
<td>655,387</td>
<td>(66,390)</td>
</tr>
<tr>
<td>Public Works</td>
<td>$10,315,900</td>
<td>$257,695</td>
<td>$10,573,595</td>
<td>$4,137,094</td>
<td>39.13%</td>
<td>$2,643,399</td>
<td>($1,493,695)</td>
</tr>
<tr>
<td>Public Works</td>
<td>$4,925,800</td>
<td>$114,879</td>
<td>$5,040,679</td>
<td>$2,212,737</td>
<td>43.90%</td>
<td>$1,260,170</td>
<td>($952,567)</td>
</tr>
<tr>
<td>Sustainability &amp; Public Health</td>
<td>5,390,100</td>
<td>142,815</td>
<td>5,532,915</td>
<td>1,924,357</td>
<td>34.78%</td>
<td>1,383,229</td>
<td>(514,128)</td>
</tr>
<tr>
<td>Police</td>
<td>$15,366,600</td>
<td>$61,977</td>
<td>$15,428,577</td>
<td>$4,070,195</td>
<td>26.38%</td>
<td>$3,857,144</td>
<td>($213,051)</td>
</tr>
<tr>
<td>Fire</td>
<td>12,939,700</td>
<td>16,000</td>
<td>12,955,700</td>
<td>3,358,210</td>
<td>25.92%</td>
<td>3,238,925</td>
<td>(119,285)</td>
</tr>
<tr>
<td>Culture &amp; Recreation</td>
<td>$13,898,400</td>
<td>$204,071</td>
<td>$14,102,471</td>
<td>$4,320,563</td>
<td>30.64%</td>
<td>$3,525,618</td>
<td>($794,945)</td>
</tr>
<tr>
<td>Parks &amp; Recreation</td>
<td>$11,601,000</td>
<td>$204,071</td>
<td>$11,805,071</td>
<td>$2,782,333</td>
<td>23.57%</td>
<td>$2,951,268</td>
<td>$168,935</td>
</tr>
<tr>
<td>Library</td>
<td>2,297,400</td>
<td>0</td>
<td>2,297,400</td>
<td>1,538,230</td>
<td>66.96%</td>
<td>574,350</td>
<td>(963,880)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$68,486,100</strong></td>
<td><strong>$418,133</strong></td>
<td><strong>$65,904,233</strong></td>
<td><strong>$19,850,834</strong></td>
<td><strong>30.12%</strong></td>
<td><strong>$16,476,058</strong></td>
<td><strong>($3,374,776)</strong></td>
</tr>
</tbody>
</table>

Note: The Adopted Budget of $65,486,100 has been adjusted (reference Adjusted Budget 2019-20) to include legally authorized budget transfers between departments and/or divisions [net effect $0] and $418,133 in Carry-Forwards, which are purchase orders that remained open at the end of the prior fiscal year. December 2019 YTD Actuals reflect the full amount of the Carry-Forwards.
## General Fund Results – Expenditures
### December 2019 – Expenditure by Type

<table>
<thead>
<tr>
<th></th>
<th>ADOPTED BUDGET 2019-20</th>
<th>BUDGET TRANSFERS &amp; CARRY-FWDS</th>
<th>ADJUSTED BUDGET 2019-20</th>
<th>% OF BUDGET</th>
<th>ACTUAL YTD 12/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services/Benefits</td>
<td>$36,778,400</td>
<td>$380,800</td>
<td>$37,159,200</td>
<td>56.38%</td>
<td>$8,953,362</td>
</tr>
<tr>
<td>Purchased Prof &amp; Tech Services</td>
<td>4,073,500</td>
<td>146,075</td>
<td>4,219,575</td>
<td>6.40%</td>
<td>3,198,078</td>
</tr>
<tr>
<td>Supplies</td>
<td>2,367,100</td>
<td>65,435</td>
<td>2,432,535</td>
<td>3.69%</td>
<td>632,798</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>7,044,900</td>
<td>128,389</td>
<td>7,173,289</td>
<td>10.88%</td>
<td>2,907,984</td>
</tr>
<tr>
<td>Services</td>
<td>8,727,000</td>
<td>25,455</td>
<td>8,752,455</td>
<td>13.28%</td>
<td>2,303,409</td>
</tr>
<tr>
<td>Production &amp; Disposal</td>
<td>47,500</td>
<td>0</td>
<td>47,500</td>
<td>0.07%</td>
<td>3,515</td>
</tr>
<tr>
<td>Contracts</td>
<td>400,000</td>
<td>0</td>
<td>400,000</td>
<td>0.61%</td>
<td>400,000</td>
</tr>
<tr>
<td>Events</td>
<td>325,400</td>
<td>(8)</td>
<td>325,392</td>
<td>0.49%</td>
<td>143,189</td>
</tr>
<tr>
<td>Other Objects</td>
<td>2,492,200</td>
<td>(328,013)</td>
<td>2,164,187</td>
<td>3.28%</td>
<td>424,475</td>
</tr>
<tr>
<td>Transfers</td>
<td>3,230,100</td>
<td>0</td>
<td>3,230,100</td>
<td>4.90%</td>
<td>884,024</td>
</tr>
<tr>
<td><strong>Total Appropriations</strong></td>
<td><strong>$65,486,100</strong></td>
<td><strong>$418,133</strong></td>
<td><strong>$65,904,233</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$19,850,834</strong></td>
</tr>
</tbody>
</table>

**Note:** The Adopted Budget of $65,486,100 has been adjusted (reference Adjusted Budget 2019-20) to include legally authorized budget transfers between departments and/or divisions (net effect $0) and $418,133 in Carry-Forwards, which are purchase orders that remained open at the end of the prior fiscal year. December 2019 YTD Actuals reflect the full amount of the Carry-Forwards.
General Fund Results – Expenditures
December 2019 – Fiscal Year to Date

Note: The Adjusted Budget 2019-20 includes legally authorized budget transfers between departments and/or divisions [net effect $0] and $418,133 in Carry-Forwards, which are purchase orders that remained open at the end of the prior fiscal year. December 2019 YTD Actuals reflect the full amount of the Carry-Forwards.
### General Fund Results – Revenue

**December 2019 – Fiscal Year to Date – Budget to Actual**

<table>
<thead>
<tr>
<th></th>
<th>YTD ESTIMATED 12/31/19</th>
<th>YTD ACTUAL 12/31/19</th>
<th>DIFFERENCE (Actual vs. Estimated)</th>
<th>ACTUAL AS % OF YTD ESTIMATED</th>
<th>EXPECTED AS % OF BUDGET (YTD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>$9,789,800</td>
<td>$10,190,245</td>
<td>$400,445</td>
<td>104.09%</td>
<td>31.00%</td>
</tr>
<tr>
<td>Sales &amp; Use Taxes</td>
<td>4,397,500</td>
<td>4,523,944</td>
<td>126,444</td>
<td>102.88%</td>
<td>25.00%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>1,275,850</td>
<td>1,402,523</td>
<td>126,673</td>
<td>109.93%</td>
<td>19.00%</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>878,600</td>
<td>921,712</td>
<td>43,112</td>
<td>104.91%</td>
<td>23.00%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>595,140</td>
<td>762,305</td>
<td>167,165</td>
<td>128.09%</td>
<td>21.00%</td>
</tr>
<tr>
<td>Fines, Forfeits &amp; Assessments</td>
<td>395,560</td>
<td>452,733</td>
<td>57,173</td>
<td>114.45%</td>
<td>22.00%</td>
</tr>
<tr>
<td>Interest, Contributions, Misc.</td>
<td>266,031</td>
<td>264,049</td>
<td>(1,982)</td>
<td>99.25%</td>
<td>27.00%</td>
</tr>
<tr>
<td>Penalties &amp; Interest</td>
<td>30,000</td>
<td>5,854</td>
<td>(24,146)</td>
<td>19.51%</td>
<td>25.00%</td>
</tr>
<tr>
<td></td>
<td><strong>$17,628,481</strong></td>
<td><strong>$18,523,364</strong></td>
<td><strong>$894,883</strong></td>
<td><strong>105.08%</strong></td>
<td><strong>27.00%</strong></td>
</tr>
</tbody>
</table>

- **Property Taxes and Franchise Fees** are performing better than estimated due to the timing of payments received.
- **Sales & Use Taxes** are performing slightly better than budget (less than 1% ahead of budget).
- **Charges for Services** performed ahead of budget. This increase is primarily driven by positive performance with Refuse Services and Parks & Recreation related revenue (including Building Use Fee, Concessions, and Aquatics Center Revenues).
- **Licensing & Permits** has started the year strong due to construction on the West and East sides.
General Fund Results – Revenue
December 2019 – Fiscal Year to Date – CY Actual to PY Actual

- **Property Taxes** at December 2019 exceed that of December 2018 due to overall growth in property values (11.44%) and more timely payments.
- **Sales & Use Taxes** performed significantly better than the same period in 2018 due to positive economic trends across all sectors. This sales tax trend has continued into Q1-2020.
- **Charges for Services** performed better overall in most areas compared to the same period in 2018. The increased revenue year-over-year is primarily driven by positive performance with Refuse Services and Parks & Recreation related revenue (including Building Use Fee, Concessions, and Aquatics Center Revenues).
- **Fines, Forfeits & Assessments** performed better than the same period in 2018 due to increased court collection efforts.

<table>
<thead>
<tr>
<th></th>
<th>YTD ACTUALS 12/31/19</th>
<th>YTD ACTUALS 12/31/2018</th>
<th>DIFFERENCE CURRENT YEAR TO PRIOR YEAR</th>
<th>ACTUAL AS % OF BUDGET (YTD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Taxes</td>
<td>$10,190,245</td>
<td>$8,991,622</td>
<td>$1,198,623</td>
<td>11.76%</td>
</tr>
<tr>
<td>Sales &amp; Use Taxes</td>
<td>4,523,944</td>
<td>4,107,808</td>
<td>416,136</td>
<td>9.20%</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>1,402,523</td>
<td>1,200,262</td>
<td>202,261</td>
<td>14.42%</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>921,712</td>
<td>949,522</td>
<td>(27,810)</td>
<td>-3.02%</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>762,305</td>
<td>793,547</td>
<td>(31,242)</td>
<td>-4.10%</td>
</tr>
<tr>
<td>Fines, Forfeits &amp; Assessments</td>
<td>452,733</td>
<td>373,343</td>
<td>79,390</td>
<td>17.54%</td>
</tr>
<tr>
<td>Interest, Contributions, Misc.</td>
<td>264,049</td>
<td>345,219</td>
<td>(81,170)</td>
<td>-30.74%</td>
</tr>
<tr>
<td>Penalties &amp; Interest</td>
<td>5,854</td>
<td>10,087</td>
<td>(4,233)</td>
<td>-72.30%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$18,523,364</td>
<td>$16,771,410</td>
<td>$1,751,954</td>
<td>9.46%</td>
</tr>
</tbody>
</table>
General Fund Results – Revenues
December 2019 – Fiscal Year to Date

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>YTD ACTUALS 12/31/2018</th>
<th>YTD ACTUALS 12/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Penalties &amp; Interest</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interest, Contributions, Misc.</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Fines, Forfeits &amp; Assessments</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Licenses &amp; Permits</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Charges for Services</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Sales &amp; Use Taxes</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Property Taxes</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>-$</strong></td>
<td><strong>$8,000</strong></td>
</tr>
</tbody>
</table>
**General Fund Results – Revenues**

**December 2019**

- Taxes continue to be the largest source of General Fund Revenue, with current Y-T-D actuals representing 55%.
- Other revenue sources provided a valuable 45% of revenue to support General Fund activities.
Enterprise Fund Results – Summary
December 2019 – Fiscal Year to Date

- Water/Sewer Sales are trending higher than expected due to significant growth on the City’s West Side, less than anticipated rainfall during the quarter, and a 5% water and sewer rate increase.

- Stormwater revenue is higher than the prior year due to a transfer-in from the General Fund of $500,000 (representing $125,000 of YTD revenue) to support stormwater initiatives.

- Water/Sewer Operations 2019 actual expenses are significantly higher than expected due primarily to purchase orders being opened at the beginning of the year to reserve/encumber funds for the annual purchase of water and annual treatment of sewer. In prior years, payment for these expenses were made as they became due and were not encumbered.

- Stormwater Utilities 2019 actual expenses appear higher than the prior year due to $753,381 in Carry-Forwards, which are included in December 2019 YTD Actuals. When the impact of Carry Forwards is removed, December 2019 YTD Actual expenses are less when compared to same period in the prior year due to the dredging of Rawhide Creek at the Library, which represented approximately $666,500 in December 2018 expenses.

Note: The Adopted Expense Budget of $27,601,000 has been adjusted [reference Adjusted Budget 2019-20 Expenses] to include $782,475 in Carry-Forwards, which are purchase orders that remained open at the end of the prior fiscal year. December 2019 YTD Actuals reflect the full amount of the Carry-Forwards.
Hotel/Motel Fund Results – Summary
December 2019 – Fiscal Year to Date

Note: The Adopted Expenditure Budget of $2,947,700 has been adjusted [reference Adjusted Budget 2019-20 Expenditures] to include $259,956 in Carry-Forwards, which are purchase orders that remained open at the end of the prior fiscal year. December 2019 YTD Actuals reflect the full amount of the Carry-Forwards.

| Revenues | ADOPTED BUDGET 2019-20 | TRANSFERS & CARRY- 
|FWDS | ADJUSTED BUDGET 2019-20 | ACTUAL YTD 12/31/2019 | ACTUAL AS % OF BUDGET | EXPECTED AS % OF BUDGET | ACTUAL YTD 12/31/2018 | DIFFERENCE | % CHANGE |
|---|---|---|---|---|---|---|---|---|
| Hotel/Motel Tax | $3,100,000 | $790,991 | 25.52% | 25.00% | $782,063 | $8,928 | 1.14% |
| Special Revenues | 67,000 | 64,344 | 96.04% | 25.00% | 17,889 | 46,455 | 259.68% |
| Interest | 35,000 | 5,854 | 16.73% | 25.00% | 10,941 | (5,087) | -46.49% |
| **Total** | **$3,202,000** | **$861,189** | 26.90% | 25.00% | **$810,893** | **$50,296** | **6.20%** |

| Expenditures | ADOPTED BUDGET 2019-20 | TRANSFERS & CARRY- 
|FWDS | ADJUSTED BUDGET 2019-20 | ACTUAL YTD 12/31/2019 | ACTUAL AS % OF BUDGET | EXPECTED AS % OF BUDGET | ACTUAL YTD 12/31/2018 | DIFFERENCE | % CHANGE |
|---|---|---|---|---|---|---|---|---|---|
| Historical Preservation | $1,467,000 | 11,149 | $1,478,149 | 471,089 | 31.87% | 25.00% | $337,429 | $133,660 | 39.61% |
| Promotion of Tourism | 1,461,700 | 248,807 | 1,710,507 | 1,029,213 | 60.17% | 25.00% | 552,784 | 476,429 | 86.19% |
| Convention Center | 19,000 | - | 19,000 | 3,750 | 19.74% | 25.00% | - | 3,750 | N/A |
| **Total** | **$2,947,700** | **$259,956** | **$3,207,656** | **$1,504,052** | **46.89%** | 25.00% | **$890,213** | **$613,839** | **68.95%** |

| Net Increase/(Decrease) to Fund Balance | ADOPTED BUDGET 2019-20 | TRANSFERS & CARRY- 
|FWDS | ADJUSTED BUDGET 2019-20 | ACTUAL YTD 12/31/2019 | ACTUAL AS % OF BUDGET | EXPECTED AS % OF BUDGET | ACTUAL YTD 12/31/2018 | DIFFERENCE | % CHANGE |
|---|---|---|---|---|---|---|---|---|---|
| Hotel/Motel Special Revenue | $254,300 | $5,656 | $ (642,863) | $ (79,320) | N/A | N/A | N/A | N/A | N/A |

Note: The Adopted Expenditure Budget of $2,947,700 has been adjusted [reference Adjusted Budget 2019-20 Expenditures] to include $259,956 in Carry-Forwards, which are purchase orders that remained open at the end of the prior fiscal year. December 2019 YTD Actuals reflect the full amount of the Carry-Forwards.

- **Hotel/Motel Special Revenue** is trending higher than the same period of the prior year due to increased event revenue in the current year.
- **Historical Preservation Expenditures** are trending higher due primarily to purchase orders being opened at the beginning of the year in order to reserve/encumber funds for known expenditures/vendors. In prior years, payment for these types of expenses were made as they became due and were not encumbered.
- **Promotion of Tourism Expenditures** are trending higher than expected due in part to purchase orders being opened at the beginning of the year to reserve/encumber funds for known expenditures/vendors and due to the Carry-Forward of $248,807 in prior year Purchase Orders, which are reflected in the current year’s Actual YTD.
Investment Portfolio
As of September 30, 2019

<table>
<thead>
<tr>
<th>Investment Type</th>
<th>Value</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Obligations</td>
<td>$47,092,446</td>
<td>67.76%</td>
</tr>
<tr>
<td>CDAR</td>
<td>$10,000,000</td>
<td>14.39%</td>
</tr>
<tr>
<td>Treasury Notes</td>
<td>$7,593,200</td>
<td>10.93%</td>
</tr>
<tr>
<td>Repo Agreements</td>
<td>$3,920,003</td>
<td>5.64%</td>
</tr>
<tr>
<td>Depository</td>
<td>$895,184</td>
<td>1.28%</td>
</tr>
</tbody>
</table>

- Book Value at 12/31/19 - $69,400,666
- Market Value at 12/31/19 - $69,500,833
- Unrealized Gain - $100,167
- Weighted Average Maturity at 12/31/19 – 295 Days
- Fiscal Year-to-Date Average Monthly Yield – 2.205%
Questions?
Discuss agenda items for future City Council meetings
City Council - Future Agenda Items

**Estimated Council Date: TBD**

- Cigar Bars (TBD)
- Mandatory Crime Prevention Program Update (DH-2/18)
- Signature Park Presentation (MM-2/18)
- Front Entry Garage (TF-3/3)
- Ordinance for Bond Issuance (SEJ-2/18)
- Citywide Sustainability Plan (SD-2/18)
- Foundation/Engineer Design (HP-2/18)
- I35 Sub Committee Review Team (TF-2/18)
- Short Term Rental Update (HP-2/18)
- Oakbrook Update (MB-2/18)
- Christmas Activity Update (MM-2/18)
- Stump Program (HP-2/18)

*All items are subject to change*
Recognition of the Firehouse Theatre for receiving the Professional Theater designation

BACKGROUND:
As The Firehouse Theatre prepares for its fifth anniversary the company has one more reason to celebrate. The theater just joined the Actor’s Equity Association (AEA), making the jump from community theater to one of few professional theaters in the Dallas area. The designation is a huge badge of achievement in the theater world, and one that couldn’t have been reached without artistic director Derek Whitener, who has been running Firehouse by union standards since he came on board a couple years ago.

Becoming a small professional theater means that Firehouse must pay its artists union wages, follow union labor rules, and include at least one union actor in every production. The Firehouse Theatre is the 10th AEA theater in North Texas, joining the ranks of Dallas Theater Center, Dallas Children’s Theater, WaterTower Theatre, to name a few.
Consider approving the following City Council meeting minute(s); and take appropriate action

- January 21, 2020
Study Session Meeting to be held at 3:00 p.m. in the Study Session Room with a Dinner Break at 5:15 p.m.

Presiding: 1 - Mayor Robert Dye

Present: 5 - Mayor Pro Tem John Norwood, Council Member Bronson Blackson, Council Member Mike Bomgardner, Deputy Mayor Pro Tem Terry Lynne and Council Member Cristal Retana

Staff: 18 - City Manager Charles Cox, Deputy City Manager John Land, Assistant City Manager Benjamin Williamson, City Secretary Amy Piukana, City Attorney Peter G. Smith, Police Chief David Hale, Fire Chief Steve Parker, Director of Human Resources Brian Beasley, Director of Public Works Marc Bentley, Director of Sustainability & Health Shane Davis, Director of Planning & Zoning AICP Tina M. Firgens, Director of Economic Development Allison Cook, Director of Library Denise Wallace, Building Official Hugh Pender, Director of Information Services Mark Samuels, Director of Communications Tom Bryson and Director of Fleet & Facilities Kevin Muenchow

A. CALL TO ORDER - STUDY SESSION (3 P.M.)

Mayor Dye called the meeting to order at 3 p.m.

A.1 20-29 Discuss regular City Council meeting agenda items

Council Member Bomgardner asked for clarification on Agenda Item G.8, in regards to monies being spent on vehicle accessories. Director of Fleet and Facility Services Kevin Muenchow explained this is necessary in order to add lights, armor to doors, equipment and inside modifications.

Council Member Bomgardner asked for clarification on Agenda Item I.2, Stumps. Mayor Dye suggested holding off on tree stump discussion until the meeting convenes downstairs.

Council Member Bomgardner asked for clarification on Agenda Item I.3, the Connector Project for Alpha Road in regards to the detention pond. City Manager Charles Cox replied noting the subcommittee met with Addison and Brookhaven College and negotiations are ongoing.

Council Member Bomgardner asked about the cost associated with building a detention pond. Mayor Dye explained he has spoken with Addison and Brookhaven, and efficiencies would be utilized by the City with design and excavation.

Council Member Retana asked for clarification on Agenda Item I.3, the Connector Project for Alpha Road, if the Council should authorize the City Manager to negotiate or if the contract needs to be reviewed again by the Council.
Mr. Cox explained he feels comfortable handling the negotiation, and could bring back the contract if City Council prefers.

Council Member Retana asked for clarification on Agenda Item I.2 Stumps, if the City can assist with tree stump removal.

Mr. Cox explained it's difficult for City crews to do maintenance on private property.

Council Member Lynne asked for clarification on Agenda Item G.4, Disaster Debris Monitoring.

Mr. Cox explained this contract provides set fees for disaster assistance if one were to occur.

## A.2 20-22

**Receive an update from the Planning and Zoning Commission**

Planning and Zoning Chairman David Moore briefed City Council regarding this item. Mr. Moore reviewed the purpose of the Commission, Commissioners, Accomplishments from 2019, and future items.

Council Member Bomgardner suggested pervious pavers be added to a policy and included with driveways.

Council Member Lynne suggested the Economic Development Team assist with relocating businesses within the City.

Mayor Dye suggested creating a subcommittee to work with TXDOT to ensure all components are tied together with the corridor and the vision study.

## A.3 20-23

**Discuss and provide direction regarding draft amendments to the Comprehensive Zoning Ordinance related to creation of an Entertainment Overlay District and allowing certain land uses and related standards within the district.**

Director Tina Firgens briefed City Council regarding this item. Ms. Firgens reviewed the purpose of the CZO Amendment, the Planning and Zoning Commission Deliberation, Proposed Boundary and Land Use of the Entertainment Overlay District, New Definitions, Parking Requirements, Regulations to Address Nuisance Impacts, and the next steps.

Mayor Dye recommended amending the north boundary to Spring Valley Road and noted he supports smoking establishments go through the SUP process.

Council Member Blackson stated he prefers a focused boundary area from Midway to Inwood and Spring Valley to Alpha Road.

Mayor Pro Tem Norwood explained he does not intend to change the existing smoking ordinance. He recommended identifying target areas for these types of businesses, and suggested removing the yellow overlay lines and identify by street names.

Council Member Retana suggested including walkability, noting she supports the overlay and making the area smaller.

## A.4 20-31

**Discuss Campaign Finance Reform**

Council Member Bomgardner briefed City Council regarding this item.

Council Member Bomgardner explained this could impact PACs more, since they would be able to receive funding. He stated it appears we are dealing with a problem that in his opinion, doesn't exist and could open us up to legal action.
Deputy Mayor Pro Tem Lynne stated he does not feel we have a problem. He stated in this could encourage under the table dealings and non-reporting. He feels this could be a first amendment issue and asked if other cities have policies like this.

Council Member Blackson stated he supports allowing residents to choose.

Mayor states he supports allowing residents to speak by voting and suggested this be a future charter amendment. He further stated this would be best reviewed by the future Charter Review Committee.

Council Member Lynne suggested having a Town Hall and allowing the Charter Review Committee to research prior to going to voters.

Mayor Pro Tem Norwood stated he supports limiting contributions but noted this is difficult to manage. He agreed that the future Charter Review Committee could conduct some research. He does not support this as a ballot item at this time.

Council Member Retana stated she supports transparency and allowing residents to decide, noting education is key.

A.5 20-40 Discuss the policy framework for establishing a Youth Council

Assistant City Manager Ben Williamson briefed City Council regarding the creation of a Youth Council. He reviewed the structure (6 students), organization, eligibility requirements, application process, and meeting structure. Mr. Williamson explained tonight, the Council has the opportunity to approve the Resolution.

Council Member Retana thanked City Staff for assisting and noted she has spoken with CFBISD Officials and they agreed to support the program.

Council Member Bomgardner stated he supports this item and suggested adding alternates.

Deputy Mayor Pro Tem Lynne explained he prefers to see a Youth Learning Academy instead of a Youth Council to allow more students to participate.

Mayor Dye stated he supports moving forward with 6 students and to consider this as a pilot program.

Mayor Pro Tem Norwood explained staff needs to ensure students understand this is a time commitment, and students will need transportation and parental support. He suggested tasking the Youth Council with finding ways on how to better communicate with youth in our schools and how to make an impact.

A.6 20-37 Receive an update from the Census Committee (Complete Count)

Mayor Dye explained he serves as Chairman of the Census Ad Hoc Committee and provided an update. He explained the Census Committee is currently conducting outreach to include mobile kiosks. He further stated outreach efforts are engaged which includes multi family, churches and attending community events.

Council Member Retana explained she works on the state task force and would like the City to help communicate Census information noting April 1, 2020 is the citywide target activation date. She further stated nonprofits should be included with the outreach.
A.7 Discuss agenda items for future City Council meetings

Mayor Dye asked that a Mayor's Task Force (subcommittee) be created which includes City Staff, and Committee Members to meet and provide feedback on the I35 corridor.

Mayor Pro Tem Norwood requested a homeless update, trail update, Mandatory Crime Prevention update, and a future item on engineering report requirements on foundations for residential properties.

Council Member Bomgardner requested a short-term rental registration update.

Council Member Lynne requested to do a presentation at the next Council meeting on the sweep done last week on LBJ Express and the Environmental Housing Department. He requested a discussion on painting of curb ends with reflective paint and sustainability mulching at Camelot Landfill.

Mr. Cox noted some of these topics will be addressed at the City Council Strategic Planning Retreat.

Council Member Retana suggested looking into best practices provided by the Task Force and Homeless Solutions when they provide an update.

Mayor Dye recessed from Study Session at 5:38 p.m.

B. CALL TO ORDER - REGULAR MEETING (6 P.M.)

Mayor Dye called the meeting to order at 6:01 p.m.

C. INVOCATION & PLEDGE OF ALLEGIANCE

Council Member Bomgardner provided the invocation and led the Pledge of Allegiance and Pledge to the Texas flag.

D. REPORT ON STUDY SESSION ITEMS

Council Member Bomgardner provided an update on Study Sessions items.

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

City Manager Charles Cox provided an update on items of Community Interest.

Council Member Lynne thanked the Fire Department for assisting him excellent service in his time of need.

F. CITIZEN COMMENTS

Chamber of Commerce President Grace Speece provided the City Council with an update on Chamber happenings. She provided an internal update noting she has an IT Sponsor who is assisting with laptops and system upgrades. She invited Council to attend next Wednesday the EMS Active Shooter and Stop the Bleed Training at Manske Library. She also invited them to attend the Cyber Security Luncheon upcoming February 10th.

Ms. Susan Sokat spoke regarding her concerns with the City of Farmers Branch current procedures in handling bags and yard clippings, noting these items are often sent to the landfills and she would like the Council to create a green initiative.
CONSENT AGENDA

G.1 20-45 Consider approving the following City Council meeting minute(s); and take appropriate action
January 7, 2020

G.2 20-28 Consider excusing the absence of Council Member Mike Bomgardner from the January 7, 2020, City Council meeting; and take appropriate action

G.3 R2020-12 Consider approving Resolution No. 2020-12 authorizing a change order in the amount of $27,428 to PGAL Architects for the value engineering re-design work for the new Fire Station No. 2 construction project; and take appropriate action

G.4 R2020-01 Consider approving Resolution No. 2020-01 authorizing the City Manager to execute agreements for disaster debris monitoring services with DebrisTech, LLC. as the primary vendor and True North Emergency Management as the secondary vendor, for Disaster Debris Monitoring and Consulting Services; and take appropriate action

G.5 R2020-13 Consider approving Resolution No. 2020-13 establishing a Youth Council; and take appropriate action

G.6 ORD-3625 Consider adopting Ordinance No. 3625 amending the City’s Code of Ordinances, Chapter 86, Utilities, Article VII, Municipal Drainage Utility System, Division 3, Stormwater Drainage Requirements, Section 86-606 Drainage to add regulations related to Lot-To-Lot and Site Drainage; and take appropriate action

G.7 R2020-16 Consider approving Resolution No. 2020-16 amending Resolution 2019-173 authorizing the purchase of one replacement vehicle to correctly identify the vendor from whom the purchase is being made; providing an effective date, and take appropriate action.

G.8 R2020-15 Consider approving Resolution No. 2020-15 authorizing the City Manager to approve the purchase of six patrol vehicles for the Police Department in the total amount of $196,094 from Reliable Chevrolet through the Sheriffs’ Association of Texas Contract; and take appropriate action.

G.9 20-60 Consider Board and Commission appointments (Census Ad Hoc Committee); and take appropriate action

Motion made by Council Member Blackson to approve Consent Items G.1 through G.9. Motion seconded by Council Member Retana. Motion approved unanimously.
H.  PUBLIC HEARINGS

H.1  ORD-3626 Conduct a public hearing and consider adopting Ordinance No. 3626 for a request to amend the Comprehensive Zoning Ordinance including amending: Article 3.3. Measurement and Exceptions as it relates to front-entry garages; and take appropriate action

Director of Development Tina Firgens briefed City Council regarding this item. Ms. Firgens explained this is a city-initiated zoning amendment to the Comprehensive Zoning Ordinance (CZO) as it relates to measurement and exception standards, specifically regarding front entry garages in residential zoning districts.

Mayor Dye opened the public hearing. There were no citizens present that wished to speak.

Council Member Blackson made a motion to close the Public Hearing and approve Ordinance No. 3626, as presented. Motion seconded by Council Member Bomgardner. Motion approved unanimously.

I.  REGULAR AGENDA ITEMS

I.1  R2020-04 Consider approving Resolution No. 2020-04 adopting the Comprehensive Annual Financial Report for the fiscal year ending September 30, 2019 as submitted by Grant Thornton, LLP; and take appropriate action

Director of Finance Sherrelle Evans Jones briefed City Council regarding this item. She introduced Natalie Woods who is the Senior Manager with Grant Thornton. Ms. Woods provided Council with an audit update.

Council Member Lynne asked if competitive bidding was used on Slide 12, in regards to the specialists.

Ms. Evans Jones replied explaining the City's fee is included with the auditor's fee for any specialist needed.

After discussion, Mayor Pro Tem Norwood moved to approve Resolution No. 2020-04. Motion seconded by Council Member Lynne. Motion prevailed unanimously.

I.2  ORD-3624 Consider adopting Ordinance No. 3624 amending Chapter 56, Section 81E(f)3 of the Farmers Branch Code of Ordinances by removing the language requiring grinding of tree stumps in the front yard; and take appropriate action

Community Services Director Hugh Pender briefed City Council regarding this item. He noted tonight he has provided City Council with several option.

Council Member Lynne provided a presentation on tree stumps, code enforcement concerns from residents, emails received and survey responses from a recent study he conducted.

City Council discussed the date the ordinance was passed and what policies surrounding cities have regarding stumps.
Mr. Pender explained the original Ordinance was passed in 1991, and stated a dead tree shall be removed. He explained the Ordinance passed in August 2019 was cleanup of the language "dead tree" and added language requiring stump grinding language.

Council Member Blackson asked the City Manager to provide a 12-month history on City Park tree stumps that have been grinded.

Mr. Cox replied stating the City parks have been recently cleaned which included some stump grinding.

The following citizens spoke regarding this item:

Christy Dimon spoke in favor of keeping the ordinance as is, stating in her opinion, stump grinding is affordable and enhances the community. She further stated falling limbs could be a safety concern.

Dr. Joyce Benoit spoke with concerns about the ordinance references "grade level", which isn't considered flush with the ground and asked Council to consider revising this language. She noted impacts would be costly with the proposed Planning and Zoning Commission tree preservation ordinance.

Mayor Pro Tem Norwood stated he was opposed to this ordinance due to fees being imposed on residents especially senior citizens. He suggested creating a program to assist residents with fees.

Mayor Dye does not support retroactive code enforcement of the ordinance.

Council Member Retana expressed concerns with costs to residents and stated she would support the ordinance if a program was created to assist with funding.

Council Member Blackson stated he is opposed to the ordinance.

Mayor Dye suggested tabling this item to allow City Staff time to research and help create a program to assist with cost issues.

Mayor Dye made a motion to table this item until Feb 21, 2020 City Council meeting. Motion seconded by Council Member Lynne. Motion approved unanimously.

Consider approving Resolution No. 2020-17 authorizing the City Manager to negotiate and sign an Interlocal Cooperation Agreement for Alpha Road Connector Project with the Town of Addison and the Dallas County Community College District; and take appropriate action

Mr. Cox briefed City Council regarding this item. He explained the proposed resolution authorizes the City Manager to negotiate and execute an agreement with Dallas County Community College District and the Town of Addison to construct a public road through DCCCD’s Brookhaven College campus that will connect the Vitruvian development, located in Addison, to Alpha Road, which is also located within the City. In an effort to improve drainage, a drainage easement and detention pond is being considered on the undeveloped portion of the campus.

Mayor Dye made a motion to approve Resolution No. 2020-17. Motion seconded by Mayor Pro Tem Norwood. Mayor Dye called for a roll call vote:

Ayes: Deputy Mayor Pro Tem Member Lynne, Council Member Retana, Mayor Pro Tem Norwood, Council Member Bomgardner

Nay: Council Member Blackson

Motion passed 4-1, Council Member Blackson was opposed.
J. **ADJOURNMENT**

The meeting adjourned at 7:40 p.m.

Signed by: ________________________________
Mayor Robert C. Dye

Attested by: ________________________________
City Secretary Amy M. Piukana
Consider adopting Ordinance No. 3619 ordering a General Election to be held on May 2, 2020 for the purpose of electing the Mayor and City Council Member District 2; and take appropriate action

BACKGROUND:
In accordance with the general laws and Constitution of the State of Texas, and the Charter of the City of Farmers Branch, a municipal officers’ election is to be held on the first Saturday in May.

The term for Mayor and City Council Member for District 2 will expire in May, 2020.

DISCUSSION:
It is necessary that the City Council order an election to be held on May 2, 2020 for the purpose of electing two (2) members of the City Council for Mayor and City Council District 2.

RECOMMENDATION:
City Administration recommends adopting Ordinance No. 3619 ordering a general election to be held on May 2, 2020 for the purpose of electing two (2) members of the City Council for Mayor and City Council District 2.

ACTIONS:
1) Motion to adopt Ordinance No. 3619 ordering a general election to be held on May 2, 2020 for the purpose of electing two (2) members of the City Council for Mayor and City Council District 2.
2) Motion to deny Ordinance No. 3619 ordering a general election to be held on May 2, 2020 for the purpose of electing two (2) members of the City Council for Mayor and City Council District 2.
3) Motion to modify to meet the needs of the Council.
4) Motion to table the issue for further study or take no action.

ATTACHMENTS:
1. Ordinance No. 3619
ORDINANCE NO. 3619

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON THE 2ND DAY OF MAY, 2020, FOR THE PURPOSE OF ELECTING MEMBERS OF THE FARMERS BRANCH CITY COUNCIL FOR MAYOR AND DISTRICT 2; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas and the Charter of the City of Farmers Branch, Texas, a Municipal Officers’ election is to be held on the first Saturday in May; and

WHEREAS, it is necessary that the City Council of the City of Farmers Branch order an election to be held on the 2nd day of May 2020, 7:00 a.m. to 7:00 p.m., for the purpose of electing the Mayor and Council Member for District 2; and

WHEREAS, the election shall be held as a Joint Election administered by the Dallas County Elections Administrator in accordance with the provisions of the Texas Election Code, the Charter of the City of Farmers Branch, and a Joint Election Contract with the County of Dallas; and

WHEREAS, the City of Farmers Branch accepts Dallas County Election Administration’s use of the direct record and optical scan voting systems, which have been certified by the Secretary of State in accordance with the Texas Election Code and approved by the United States Department of Justice.

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

SECTION 1: That a Municipal Officers’ election is hereby ordered for May 2, 2020, for the City of Farmers Branch, Texas, for the purpose of electing members of the City Council for Mayor and Council District 2. Polling locations for the election will be determined in the Joint Election Contract to be entered into with Dallas County. The polling locations shall be open between the hours of 7:00 a.m. and 7:00 p.m. the date of the election. The election will be conducted in accordance with the Joint Election Contract by and between the City, the County of Dallas and other units of government and the Texas Election Code.

SECTION 2: That the City Secretary is hereby directed to cause notice of said election to be published at least once, not earlier than the 30th day nor later than the 10th day, before election day as provided in Section 4.003(a)(1) of the Texas Election Code; and shall be posted on the bulletin board used for posting notices of the City Council meetings not later than the 21st day before election day; and shall be delivered to the county clerk and voter registrar of Dallas County.
no later than the 60th day before the election as provided in Section 4.008(a) of the Texas Election Code. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with Texas Election Code Section 4.005.

SECTION 3. That early voting by personal appearance by any qualified Dallas County resident may be conducted at the City of Farmers Branch City Hall, 13000 William Dodson Parkway, Farmers Branch, Texas, or at any of the other Dallas County branch locations established by the Joint Election Contract, if any. Early voting by personal appearance for the May 2, 2020, election will be conducted by the Dallas County Elections Department beginning on Monday, April 20, 2020, and continue through Saturday, April 25, 2020, between 8:00 a.m. until 5:00 p.m.; and on Sunday, April 26, 2020 between 1:00 p.m. and 6:00 p.m.; and on Monday, April 27, 2020 and Tuesday, April 28, 2020, between 7:00 a.m. and 7:00 p.m.

SECTION 4. That applications for early voting ballot by mail shall be mailed to: Toni Pippins-Poole, Early Voting Clerk, Dallas County Elections Department, 2377 N. Stemmons Freeway, 8th Floor, Dallas, Texas 75207. Applications for early voting ballot by mail must be received no later than the close of business on Wednesday, April 29, 2020.

SECTION 5. That if a run-off election becomes necessary, the Dallas County Elections Administrator will conduct the run-off election to be held on Saturday, June 13, 2020. The polling places and the time and date of such run-off election shall be held in accordance with the Joint Election Contract with Dallas County.

SECTION 6. That in accordance with Section 123.001 of the Texas Election Code, the Direct Record and Optical Scan Voting Systems approved by the Secretary of State are hereby adopted for the election on May 2, 2020.

SECTION 7. That the City Manager is hereby authorized to execute a Joint Election Contract for the conduct of a joint election to be held on May 2, 2020, and to approve any amendments thereto.

SECTION 8. That the first day to file an application for a place on the ballot with the City Secretary is January 15, 2020, at 8:00 a.m., with the last day for filing to be February 14, 2020, at 5:00 p.m., in accordance with the Election Code Sections 143.006 and 143.007.

SECTION 9. That pursuant to the Joint Election Contract, the Dallas County Elections Administrator shall serve as Election Administrator for the election. Presiding Election Judges and an Alternate Presiding Election Judges appointed to serve at said polling places shall be those election officials furnished by the Elections Administrator from the list of proposed election judges listed in an attachment to the Election Contract.

SECTION 10. That in compliance with Section 271.006 of the Texas Election Code, Toni Pippins-Poole, Dallas County Elections Administrator, will be appointed as Early Voting Clerk.
Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting by personal appearance at the branch locations.

SECTION 11. That an Early Voting Ballot Board shall be created to process early voting results in accordance with Section 87.001 of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the Joint Election Contract and the Presiding Judge and Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the Joint Election Contract.

SECTION 12. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution, which shall remain in full force and effect.

SECTION 13. This Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.


ATTEST: ________________________________

Amy Piukana, City Secretary

APPROVED: ________________________________

Robert C. Dye, Mayor

APPROVED AS TO FORM:

______________________________

Peter G. Smith, City Attorney

(kbl:1/13/2020:113201)
ORDENANZA NO. 3619

UNA ORDENANZA DEL CONSEJO MUNICIPAL DE LA CIUDAD DE FARMERS BRANCH, TEXAS, CONVOCANDO A UNA ELECCIÓN GENERAL A REALIZARSE EL DÍA 2 DE MAYO DE 2020, CON LA FINALIDAD DE ELEGIR A LOS MIEMBROS DEL CONSEJO MUNICIPAL DE LA CIUDAD DE FARMERS BRANCH PARA ALCALDE Y UN MIEMBRO DEL CONSEJO PARA EL DISTRITO 2; DESIGNANDO LOS LUGARES DE VOTACIÓN; ORDENANDO LA ENTREGA DE AVISOS DE ELECCIÓN; AUTORIZANDO LA FIRMA DE UN CONTRATO DE ELECCIÓN CONJUNTA; PROPORCIONANDO UNA CLÁUSULA DE REVOCACIÓN; PROPORCIONANDO UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONANDO UNA FECHA DE VIGENCIA.

CONSIDERANDO QUE, según las leyes generales y la Constitución del Estado de Texas, así como los Estatutos de la Ciudad de Farmers Branch, Texas, debe realizarse una elección de funcionarios municipales el primer sábado del mes de mayo; y

CONSIDERANDO QUE, es necesario que el Consejo Municipal de la Ciudad de Farmers Branch ordene una elección a realizarse el día 2 de mayo de 2020, de 7:00 a.m. a 7:00 p.m., con la finalidad de elegir al Alcalde y a un miembro del consejo para el Distrito 2; y

CONSIDERANDO QUE, la elección debe realizarse como una Elección Conjunta dirigida por el Administrador de Elecciones del Condado de Dallas según las disposiciones del Código de Elecciones de Texas, los Estatutos de la Ciudad de Farmers Branch y el Contrato de Elección Conjunta con el Condado de Dallas; y

CONSIDERANDO QUE, la Ciudad de Farmers Branch acepta que la Administración de Elecciones del Condado de Dallas utilice el registro directo y los sistemas de votación de escaneo óptico, que han sido certificados por la Secretaría de Estado según el Código de Elecciones de Texas y aprobados por el Departamento de Justicia de los Estados Unidos.

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE FARMERS BRANCH, TEXAS, ORDEÑA QUE:

SECCIÓN 1: Debe realizarse una elección de funcionarios municipales, según el presente documento, el 2 de mayo de 2020, para la Ciudad de Farmers Branch, Texas, con la finalidad de elegir a los miembros del Consejo Municipal para Alcalde y a un miembro del consejo para el Distrito 2. Los lugares de votación para la elección se determinarán en el Contrato de Elección Conjunta a firmarse con el Condado de Dallas. Los lugares de votación estarán abiertos en el horario de 7:00 a.m. a 7:00 p.m. en la fecha de la elección. La elección se realizará según el Contrato de Elección Conjunta entre la Ciudad, el Condado de Dallas y otras unidades de gobierno, así como según el Código de Elecciones de Texas.
SECCIÓN 2: La Secretaría de la Ciudad está autorizada, por el presente documento, a dar un aviso de dicha elección, el cual debe publicarse por lo menos una vez, no antes del día 30 ni después del día 10, antes del día de la elección, según se dispone en la Sección 4.003(a)(1) del Código de Elecciones de Texas; y deberá publicarse en el tablero de boletines que se utiliza para publicar los avisos de reuniones del Consejo Municipal antes del día 21 previo al día de la elección; además, deberá entregarse al secretario del condado y al registrador de votantes del Condado de Dallas a más tardar 60 días antes de las elecciones, según lo dispuesto en la Sección 4.008(a) del Código de Elecciones de Texas. Una copia del aviso publicado con el nombre del periódico y la fecha de publicación debe conservarse como un registro de dicho aviso, y la persona que publica el aviso debe hacer un registro al momento de la publicación, declarando la fecha y el lugar de publicación según la Sección 4.005 del Código de Elecciones de Texas.

SECCIÓN 3. La votación anticipada en persona por parte de los residentes calificados del Condado de Dallas debe realizarse en la Municipalidad de la Ciudad de Farmers Branch, 13000 William Dodson Parkway, Farmers Branch, Texas, y en cualquiera de las otras sucursales en el Condado de Dallas establecidas según el Contrato de Elección Conjunta, si hubiera. La elección anticipada en persona a realizarse el 2 de mayo de 2020, será dirigida por el Departamento de Elecciones del Condado de Dallas, a partir del lunes 20 de abril de 2020, y continuará hasta el sábado 25 de abril de 2020, en el horario de 8:00 a.m. a 5:00 p.m.; el domingo 26 de abril de 2020 en el horario de 1:00 p.m. a 6:00 p.m.; y el lunes 27 de abril de 2020 y el martes 28 de abril de 2020 el horario será de 7:00 a.m. a 7:00 p.m.

SECCIÓN 4. Las solicitudes de papeletas de votación anticipada por correo deben enviarse a: Toni Pippins-Poole, Secretario de Votación Anticipada, Departamento de Elecciones del Condado de Dallas, 2377 N. Stemmons Freeway, Piso 8, Dallas, Texas 75207. Las solicitudes de papeletas de votación anticipada por correo deben recibirse antes del cierre del día laboral, el miércoles 29 de abril de 2020.

SECCIÓN 5. Si es necesario una elección de desempate, el Administrador de Elecciones del Condado de Dallas realizará la elección de desempate el sábado 13 de junio de 2020. Los lugares de votación y la hora y fecha de esa elección de desempate se realizarán de acuerdo con el Contrato de Elección Conjunta con el Condado de Dallas.

SECCIÓN 6. Según la Sección 123.001 del Código de Elecciones de Texas, por el presente documento se adoptan el registro directo y los sistemas de votación de escaneo óptico, aprobados por la Secretaría de Estado, para la elección del 2 de mayo de 2020.

SECCIÓN 7. El Gerente de la Ciudad está autorizado, por el presente documento, a firmar el Contrato de Elección Conjunta para la realización de una elección conjunta a realizarse el 2 de mayo de 2020 y a aprobar todas las modificaciones a este contrato.

SECCIÓN 8. El primer día para presentar una solicitud para un lugar en la papeleta de votación en la Secretaría de la Ciudad es el 15 de enero de 2020, a las 8:00 a.m., y el último día para la presentación es el 14 de febrero de 2020, a las 5:00 p.m., según el Código de Elecciones, Secciones 143.006 y 143.007.
SECCIÓN 9. Según el Contrato de Elección Conjunta, el Administrador de Elecciones del Condado de Dallas prestará servicios como Administrador de Elecciones para la elección. Los Jueces presidentes de la elección y los Jueces presidentes suplentes de la elección designados para prestar servicios en los mencionados lugares de votación deben ser aquellos funcionarios de elecciones que proporcione el Administrador de Elecciones a partir de la lista de jueces para la elección propuestos que aparecen en el anexo del Contrato de Elección.

SECCIÓN 10. Según la Sección 271.006 del Código de Elecciones de Texas, Toni Pippins-Poole, Administrador de Elecciones del Condado de Dallas, será designado como Secretario de Votación Anticipada. Otros secretarios suplentes de votación anticipada serán designados según sea necesario para procesar los correos de votación anticipada y para dirigir la votación anticipada en persona en las sucursales.

SECCIÓN 11. Debe crearse un Comité de papeletas de votación anticipada para procesar los resultados de la votación anticipada según la Sección 87.001 del Código de Elecciones de Texas. El Comité de papeletas de votación anticipada debe estar formado por los miembros designados en la forma establecida en el Contrato de Elección Conjunta, y el Juez presidente y el Juez presidente suplente del Comité de papeletas de votación anticipada deben ser los funcionarios de elecciones indicados en el Contrato de Elección Conjunta.

SECCIÓN 12. En caso que alguna palabra, oración, párrafo, subdivisión, cláusula, frase o sección de esta resolución se considere inválida o inconstitucional, la misma no afectará la validez de las partes restantes de esta resolución, las cuales deben permanecer en plena vigencia.

SECCIÓN 13. Esta Ordenanza surtirá efecto inmediatamente después de su adopción según lo determine la ley y los estatutos para estos casos.


DOY FE: APROBADO:

___________________________________________
Amy Piukana, Secretaria de la Ciudad

___________________________________________
Robert C. Dye, Alcalde

APROBADO EN CUANTO A LA FORMA:

___________________________________________
Peter G. Smith, Abogado de la Ciudad
Consider approving Resolution No. 2020-07 authorizing the City Manager to execute a professional services agreement with W&M Environmental, a division of Braun Intertec Corporation, for the completion of the environmental investigation and closure under the Texas Voluntary Cleanup Program for City properties at 2710 and 2784 Valwood Parkway; and take appropriate action

BACKGROUND:
The City owns property at the corner of Dennis Lane and Valwood Parkway adjacent to the Branch Connection. The properties, 2710 and 2784 Valwood Parkway, potentially have environmental issues. The City would like to assess the contamination level and remediate the properties to residential land use standards. This requires extensive environmental assessment and potential remediation of the soil and/or groundwater under the property. W&M Environmental provides such services.

2784 Valwood Parkway was a former Exxon filling station from about 1965-1987 that contained four underground storage tanks, three for gasoline and one for waste oil. The tanks were removed in 1989 and a release was reported, resulting in a Leaking Petroleum Storage Tank case with the Texas Commission on Environmental Quality. The facility was extensively investigated and groundwater was monitored for multiple years, and the LPST incident received closure in March 1992, based on commercial use.

The adjoining property addressed at 2788 Valwood Parkway historically contained a dry cleaner business (St. Stephens Cleaners) that experienced a release of dry cleaning solvent such as perchloroethylene (PCE) and its daughter products. The soil and groundwater at this property was contaminated, and a plume of chlorinated VOCs migrated north in groundwater flow to the 2784 Valwood Parkway property and further under Valwood Parkway and property beyond. The facility entered the Voluntary Cleanup Program (VCP) in 1997. After remediation activities, the VCP case was closed in September 2008.

The closure of the St. Stephens VCP case contained deed restrictions on a number of affected properties in the area, including the 2784 Valwood Parkway and a portion of 2710 Valwood Parkway. The restrictions include:

- The use and exposure to contaminated groundwater is prohibited until chemicals of concern no longer exceed levels protective of public health.
- Residential land use is prohibited until chemicals of concern no longer exceed levels protective of public health.
DISCUSSION:
The Site parcels are being considered for redevelopment for senior-living purposes, and this will require additional environmental work to demonstrate conformance with the TCEQ deed restrictions. The approach to address these issues as proposed by W&M Environmental is outlined below:

- Review existing information to identify historical concentrations of contaminants in soil and groundwater (both from the LPST case and dry cleaner release).
- Meet with TCEQ to discuss change in land use to allow residential development and verify program requirements. Prepare a Work Plan describing tasks to meet TCEQ requirements.
- Re-enter the two development parcels into the VCP. Agree to provide monthly or quarterly updates to TCEQ on the progress of the project.
- Formally restrict groundwater use in the affected areas by implementation of a Municipal Settings Designation (MSD). Select the Site (2710 and 2784 Valwood Parkway) and other contiguous City-owned and private properties to be included within the MSD boundary, since costs to expand the MSD boundary are nominal and the benefits can be enjoyed by other properties for future use. Commission a boundary survey of the MSD parcels.
- Obtain approval for an MSD from the City of Farmers Branch (requires 5-mile water well review, public notice, water well owners notices, site signage, a public meeting and City Council approval).
- Obtain a Resolution of Support for the MSD from the City of Carrollton, which is located within 0.5 miles and maintains an emergency water well supply located within 5 miles. This requires a City meeting and City Council appearance. Carrollton has approved an ROS for two previous MSDs in Farmers Branch.
- Obtain certification of the MSD from TCEQ.
- Conduct additional soil sampling to demonstrate that shallow soil conditions on the two parcels satisfy residential and use standards. If areas are above residential standards, then soil with elevated concentrations will be removed and disposed.
- Submit technical documents to TCEQ demonstrating that groundwater use is restricted and soil meets residential land use standards.
- File Certificate of Completion with the property records.
- Plug monitoring well, dispose of investigative wastes.

FISCAL IMPACT:
2. Budgeted Financial Impact ($113,000 in Account 1014129 630070 Environmental Health Special Services)

RECOMMENDATION:
City Administration recommends adopting Resolution Number 2020-07 authorizing the City Manager to execute a professional services agreement with W&M Environmental for $113,000.

POSSIBLE COUNCIL ACTION:
1. I move to approve Resolution No. 2020-07 authorizing the City Manager to execute a professional services agreement with W&M Environmental for $113,000.
2. I move to approve Resolution No. 2020-07 authorizing the City Manager to execute a professional services agreement with W&M Environmental for $113,000, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENT(S):
1. Resolution No. 2020-07
2. Professional Services Agreement - W&M Environmental
RESOLUTION NO. 2020-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH W&M ENVIRONMENTAL, A DIVISION OF BRAUN INTERTEC CORPORATION, FOR PROFESSIONAL SERVICES RELATING TO THE COMPLETION OF THE ENVIRONMENTAL INVESTIGATION AND CLOSURE UNDER THE TEXAS VOLUNTARY CLEANUP PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, site parcels within the City of Farmers Branch are being considered for redevelopment for residential purposes which will require additional environmental work to demonstrate conformance with the TCEQ deed restrictions (“the Project”); and

WHEREAS, City Administration has determined that W&M Environmental, a division of Braun Intertec Corporation, is the most qualified to provide professional services related to the Project, and has proceeded to negotiate a Professional Services Agreement with W&M Environmental, a division of Braun Intertec Corporation, for professional services related to the Project for a fee that is determined to be fair and reasonable; and

WHEREAS, City Administration recommends entering into the proposed Professional Services Agreement with W&M Environmental, a division of Braun Intertec Corporation, for the Project; and

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

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

SECTION 1. The City Manager is authorized to negotiate and execute on behalf of the City a Professional Services Agreement with W&M Environmental, a division of Braun Intertec Corporation, to provide professional services relating to the Project for a fee not to exceed the amount of $117,000.00.

SECTION 2. This resolution shall become effective immediately from and after its passage.


ATTEST:

____________________________
Amy Piukana, City Secretary

APPROVED:

____________________________
Robert C. Dye, Mayor
APPROVED AS TO FORM:

______________________________
Pete r G. Smith, City Attorney

(PGS:01-23-20:TM 113372)
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between W&M Environmental, a Division of Braun Intertec Corporation, a Minnesota Corporation, ("CONSULTANT"), and the City of Farmers Branch, Texas ("CITY") acting by and through their authorized representatives.

RECITALS

WHEREAS, CITY desires CONSULTANT to perform certain work and services set forth in the Scope of Work attached as Exhibit “A” (the “Scope of Work”); and

WHEREAS, CONSULTANT has expressed a willingness to perform said work and services, (hereinafter collectively referred to only as "services"), set forth in the Scope of Work, and this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, CITY and CONSULTANT agree as follows:

Section 1. Scope of Work

Upon issuance of a written Notice to Proceed by CITY, CONSULTANT agrees to provide to CITY the necessary professional services related to the completion of the Environmental Investigation and Closure Under the Texas Voluntary Cleanup Program ("the Project") as set forth in the Scope of Work.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONSULTANT completes the services required herein to the satisfaction of CITY, unless sooner terminated as provided herein.

Section 3. Consultant Obligations

A. CONSULTANT shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should CITY require additional services not included under this Agreement, CONSULTANT shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of CITY. The
cost of such personnel and assistance shall be the responsibility of CONSULTANT and is a
reimbursable expense to CONSULTANT only if authorized in writing in advance by CITY.

C. CONSULTANT shall furnish and pay for all labor, tools, materials, equipment,
supplies, transportation and management necessary to perform all services set forth in the Scope
of Work.

Section 4. Payment

A. CITY agrees to pay CONSULTANT for all services authorized in writing and
properly performed by CONSULTANT in accordance with the Payment Schedule set forth in the
Scope of Work, subject to additions or deletions for changes or extras agreed upon in writing. All
fees paid to CONSULTANT, by CITY, shall be based on invoices submitted by CONSULTANT
for work performed monthly by CONSULTANT, less any previous payments, Payments shall be
made within 30 days of receipt of invoice by CITY. Unless otherwise stated in the Scope of Work,
Consultant will submit invoices for services related to the Scope of Work on at least a monthly
basis.

B. CITY reserves the right to delay, without penalty, any partial payment when, in the
opinion of CITY, CONSULTANT has not made satisfactory progress on the design of this Project
based on the Scope of Work and the Completion Schedule Estimate. If CITY objects to any portion
of an invoice, CITY will notify Consultant within fifteen (15) days from the date of receipt of the
invoice and will pay that portion of the invoice not in dispute, and the Parties shall immediately
make every effort to settle the disputed portion of the invoice.

C. The Total Fee shall be as specified in the Scope of Work, shall not exceed One
Hundred Seventeen Thousand Dollars ($117,000) unless otherwise approved in writing by CITY.
CITY may deduct from any amounts due or to become due to CONSULTANT any sum or sums
owing by CONSULTANT to CITY. In the event of any breach by CONSULTANT of any
provision or obligation of this Agreement, or in the event of the assertion by other parties of any
claim or lien against CITY, or the CITY’s premises, arising out of CONSULTANT’s performance
of this Agreement, CITY shall have the right to retain out of any payments due or to become due
to CONSULTANT an amount sufficient to completely protect the CITY from any and all loss,
damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or
adjusted by CONSULTANT.

D. If CITY fails to make any payment due to CONSULTANT within thirty (30) days
after receipt of an invoice, then the amount due CONSULTANT will increase at the lesser of 1.5
percent per month or the maximum amount allowed by law after the 30th day. In addition,
CONSULTANT may, after giving seven (7) days written notice to CITY, suspend its services and
any deliverables until CONSULTANT has been paid in full for all amounts outstanding more than
thirty (30) days. If CONSULTANT must resort to legal action to enforce collection of payments
due, CITY agrees to pay reasonable attorney fees and any other reasonable costs resulting from
such action.
Section 5. Responsibilities

A. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all studies, designs, drawings, specifications, plans, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans, reports, studies and other services.

B. Neither CITY’s review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of CITY under this Agreement are as provided by law.

D. CITY will designate in writing the person or persons with authority to act in CITY’s behalf on all matters concerning the work to be performed by CONSULTANT for CITY.

E. CITY will furnish to CONSULTANT all existing studies, reports, data and other information available to CITY which may be necessary for performance of the work, authorize CONSULTANT to obtain additional data as required, and furnish the services of others, where reasonably necessary, for the performance of the services. CONSULTANT will be entitled to use and rely upon all such information.

F. Unless otherwise stated in the Scope of Work, CITY shall be responsible to provide CONSULTANT access to the work site or property to perform the work.

Section 6. Time for Performance

A. CONSULTANT shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with CITY’s requirements. Such services shall be completed as provided in the time provided in the Scope of Work after written Notification to Proceed from CITY to CONSULTANT, exclusive of CITY and other governmental review time.

B. In the event CONSULTANT's performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or damages or additional compensation as a consequence of such delays unless otherwise approved by CITY in writing.
C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CITY, unless CONSULTANT shall have made written request upon CITY for such extension, unless otherwise approved in writing by CITY.

D. CONSULTANT’s services for the Scope of Work will be considered complete at the earlier of (i) the date when CONSULTANT’s report is accepted by the CITY or (ii) thirty (30) days after the date when CONSULTANT’s report is submitted for final acceptance, if CONSULTANT is not notified in writing within such 30-day period of a material defect in such report.

Section 7. Standard of Care

A. The Consultant shall perform the services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants. Licenses. Consultant represents to City that Consultant possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Consultant’s services pursuant to this Agreement.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by CONSULTANT and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of CITY. CONSULTANT and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONSULTANT) in and to all Project Documents, whether in draft form or final form, which are produced at CITY’s request and in furtherance of this Agreement. CITY shall have full authority to authorize contractor(s), subcontractors, subcontractors, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents. CITY shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONSULTANT shall, upon completion of the services and full payment for the CONSULTANT’S services by the CITY, or earlier termination, provide CITY with reproductions of all materials,
reports, and exhibits prepared by CONSULTANT pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY. Such Project Documents prepared by CONSULTANT are not intended or represented to be suitable for reuse by the CITY or others on extensions or modifications of the Project or on any other project. Any such reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at the user’s sole risk, and user agrees to hold CONSULTANT harmless as to all costs and liability arising out of such unauthorized use. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CITY and CONSULTANT.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by CITY.

C. Acceptance and approval of the Project Documents by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, contractors, agents and Consultants for the accuracy or competency of the designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONSULTANT, its employees, contractor, agents and contractors.

D. CONSULTANT will retain the technical Project file for a period of 10-years period following Project completion. CITY shall notify CONSULTANT at the completion of services if CITY requires the file in this matter to be transferred to CITY or another entity or retained by CONSULTANT for a longer period. In the absence of any written instructions to the contrary from CITY, CONSULTANT will have the right to discard any and all files, records or documents of any type related to the Scope of Work after the 10-year period. During this 10-year period, any requests for document recovery and reproduction will be assessed a fee in accordance with CONSULTANT's Schedule of Fees that is applicable at the time of document recovery or reproduction.

Section 9. Safety

A. CITY agrees to inform CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site, which CONSULTANT shall communicate to its employees. CONSULTANT and its
employees will be obligated to adhere to such procedures and regulations once notice has been given.

B. Unless specifically provided in the Scope of Work, CONSULTANT shall not have any responsibility for overall job safety at the site. If in CONSULTANT’s opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, CONSULTANT may immediately suspend performance until such safety standards can be attained.

Section 10. Termination

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

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

Section 11. Insurance

A. CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:

   (i) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the CONSULTANT’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

   (ii) A policy of automobile liability insurance covering any vehicles owned and/or operated by CONSULTANT, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
(iii) Statutory Worker's Compensation Insurance at the statutory limits and employers Liability covering all of CONSULTANT's employees involved in the provision of services under this Agreement with policy limit of not less than $1,000,000.00, and

(iv) Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; (2) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage. CONSULTANT shall provide written notice to CITY of any material change of or to the insurance required herein.

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

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of services, and upon request by CITY.

Section 12. Indemnification For Injury and Performance

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).
INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS’ FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT’S LIABILITY.

THE CONSULTANT’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 13. Assignment

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

Section 14. Applicable Laws

CONSULTANT shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement without regard to any choice of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15. Default of CONSULTANT

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

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event, of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either using its own forces or by contracting with others.
B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONSULTANT.

Section 16. Adjustments in Services

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

Section 17. Execution becomes Effective

This Agreement will be effective upon the last date of execution of the Agreement by and between CONSULTANT and CITY.

Section 18. Amendments

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

Section 19. Severability.

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

Section 20. Independent Contractor.

It is understood and agreed by and between the parties that CONSULTANT, in satisfying the conditions of this Agreement, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONSULTANT's actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of CITY. CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.
Section 21. **Right-Of-Access.**

CITY will obtain and/or furnish right-of-access on any project site for CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to any Scope of Work CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 22. **Notice.**

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

If to CITY: City Manager
(Physical Address) City of Farmers Branch
13000 William Dodson Pkwy
Farmers Branch, Texas 75234

(With copies to): Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard, Suite 1800
Dallas, Texas 75201

If to CONSULTANT: Frank Clark, P.E.
W&M Environmental, a Division of Braun Intertec Corporation
714 S. Greenville Ave., Suite 160
Allen, Texas 75002

Section 23. **Counterparts.**

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

Section 24. **Exhibits.**

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
Section 25. **Survival of Obligations.**

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

Section 26. **Prohibition of Boycott Israel.**

CONSULTANT verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019 this section does not apply if the CONSULTANT is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the CONSULTANT has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

(Signature page to follow)
SIGNED AND AGREED this ______ day of __________________, 2020.

CITY:

By: __________________________
   Charles S. Cox, City Manager

ATTEST:

______________________________
Amy Piukana, City Secretary

APPROVED AS TO FORM:

______________________________
Pete G. Smith, Attorney

SIGNED AND AGREED this ___________ day of __________________, 2020.

CONSULTANT:

W&M Environmental, a division of Braun Intertec Corporation

By: __________________________
Printed Name___________________
Title: _________________________
EXHIBIT "A"
SCOPE OF WORK

ENVIRONMENTAL INVESTIGATION AND CLOSURE UNDER THE TEXAS VOLUNTARY CLEANUP PROGRAM
2710-2784 VALWOOD PARKWAY
FARMERS BRANCH, TEXAS

The Site parcels are being considered for redevelopment for residential purposes, and this will require additional environmental work to demonstrate conformance with the TCEQ deed restrictions. The approach to address these issues is outlined below:

Data Review and TCEQ Coordination

- Review existing information to identify historical concentrations of contaminants in soil and groundwater (both from the LPST case and dry cleaner release).
- Meet with TCEQ to discuss change in land use to allow residential development and verify program requirements. Prepare a Work Plan describing tasks to meet TCEQ requirements.
- Re-enter the two development parcels into the VCP. Agree to provide monthly or quarterly updates to TCEQ on the progress of the project.

MSD Process

- Formally restrict groundwater use in the affected areas by implementation of a Municipal Setting Designation (MSD). Select the Site (2710 and 2784 Valwood Parkway) and other contiguous City-owned and private properties to be included within the MSD boundary, since costs to expand the MSD boundary are nominal and the benefits can be enjoyed by other properties for future use. Commission a boundary survey of the MSD parcels.
- Obtain approval for an MSD from the City of Farmers Branch (requires 5-mile water well review, public notice, water well owner notices, site signage, a public meeting and City Council approval).

The MSD process involves providing information to the City of Farmers Branch and TCEQ to demonstrate that there is no potable use of groundwater in the Site vicinity, and therefore that cleanup of groundwater to drinking water standards or other ingestion pathways is not required. Once an MSD is approved, this information will be used to justify alternate cleanup standards for the chemicals of concern (COCs) in order to move the property to regulatory closure.

The specific tasks required to obtain an MSD from the City and TCEQ, and submit the technical documents required for the VCP, are briefly summarized below.
City MSD Process

- Develop site maps identifying the MSD property, contaminant sources and extent, soil and groundwater sampling locations, and groundwater flow direction.
- Contract for a water well search within a 5-mile radius to identify water wells, retail public utilities and public drinking water systems.
- Assess and document potential complete exposure pathways, receptors and media characteristics for each COC within the impacted groundwater.
- Develop tables summarizing the analytical results and appropriate TCEQ Protective Concentration Levels (PCLs).
- Submit the MSD Application to the City for approval
- Respond to any questions or deficiencies identified in the City’s review of the MSD Application.
- Develop supporting information, exhibits and presentation material for use at the public meeting/City Council hearing.
- A registered Professional Engineer or Geoscientist familiar with the MSD application will attend the public meeting and City Council hearing to answer questions regarding the application.
- Provide additional supporting information as necessary based upon the comments in the meeting/hearing

*Note that certain property deeds, legal descriptions and survey information will be required.*

Resolution of Support – Carrollton

- Obtain a Resolution of Support for the MSD from the City of Carrollton, which is located within 0.5 miles and maintains an emergency water supply well located within 5 miles. This requires a City meeting and City Council appearance. Carrollton has approved an ROS for two previous MSDs in FB.

TCEQ Application

- Prepare the TCEQ MSD Application Form.
- Send out additional certified notices to water well owners as required in TCEQ’s notice rules.
- Provide supporting documentation as required for submittal of the TCEQ MSD Application.

VCP Investigations

- Conduct additional soil sampling to demonstrate that shallow soil conditions on the two parcels satisfy residential land use standards. *Conduct soil removal if any hot areas remain.*
**Preparation of APAR Document**

The purpose of the APAR will be to document Site history and all soil and groundwater investigations at the Site, document the adjusted cleanup criteria based upon the MSD, and present the rationale that the areas of concern at the Site meet the requirements for regulatory closure under the TRRP. The APAR will include the following tasks that have not been completed:

- Document Site-specific cleanup criteria for applicable COCs.
- Prepare the required figures for the APAR, including affected property maps, geologic maps and cross-sections, potential receptor maps, COC maps.
- Document utilities in the Site area for inclusion on appropriate figures.
- Prepare the data tables in the required APAR format, including water well summary, and soil and groundwater data summaries.
- Complete a Tier 1 Ecological Exclusion Criteria Checklist with supporting information.
- Prepare and submit the APAR document to the VCP.

**VCP Project Management**

W&M will budget for project management time for correspondence with the TCEQ and Client regarding the status of the MSD and APAR. Monthly TCEQ Status reports will be required, per the VCP Agreement between Client and TCEQ.

**IDW Disposal and Well Plugging**

- Plug monitoring wells, dispose of investigation derived wastes to a licensed landfill.
Payment

The estimated costs to complete these tasks are summarized on the table below.

<table>
<thead>
<tr>
<th>TASK</th>
<th>ESTIMATED COSTS</th>
<th>COMMENTS ON COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review Data, Develop Work Plan, &amp; Meet with TCEQ</td>
<td>$6,000</td>
<td></td>
</tr>
<tr>
<td>Enter the 2 Parcels into the VCP</td>
<td>$3,000</td>
<td>Incl. $1,000 App. Fee</td>
</tr>
<tr>
<td>MSD Boundary Survey</td>
<td>$8,000 - $12,000</td>
<td>Estimated cost range</td>
</tr>
<tr>
<td>MSD Process – City Review</td>
<td>$24,000</td>
<td>Assumes no City fees</td>
</tr>
<tr>
<td>ROS from Carrollton</td>
<td>$6,000</td>
<td>Incl. $2,500 App. Fee</td>
</tr>
<tr>
<td>MSD Certification by TCEQ</td>
<td>$6,000</td>
<td>Incl. $1,000 App. Fee</td>
</tr>
<tr>
<td>Additional Soil Sampling (VCP)</td>
<td>$10,000 - $16,000</td>
<td>To demonstrate residential suitability</td>
</tr>
<tr>
<td>Additional Groundwater Sampling?</td>
<td>$0 - $4,000</td>
<td></td>
</tr>
<tr>
<td>APAR Submittal &amp; Revisions</td>
<td>$10,000 - $14,000</td>
<td>Incl. response to comments</td>
</tr>
<tr>
<td>Final Closure Certificate/Recording</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>IDW Disposal/Well Plugging</td>
<td>$4,000</td>
<td></td>
</tr>
<tr>
<td>Project Mg’t/Meetings/VCP Status</td>
<td>$8,000 - $10,000</td>
<td>Over 20-24 months</td>
</tr>
<tr>
<td>TCEQ Oversight Fees</td>
<td>$8,000 - $10,000</td>
<td>Estimated</td>
</tr>
<tr>
<td><strong>Total Estimated Costs:</strong></td>
<td><strong>$95,000 - $117,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

Note that some of the costs have been estimated and are subject to change, for example TCEQ oversight fees, the possible need for additional monitoring wells, and costs for focused soil remediation should soil above residential cleanup criteria be discovered during the VCP investigations.

Consultant will not exceed the quoted fees without the prior written consent of the Client. Work shall be performed under the terms and conditions set forth in the attached Consulting Agreement or in a mutually agreeable professional services agreement issued by the City.
BILLING INFORMATION:
CITY OF FARMERS BRANCH
13000 William Dodson Parkway
Farmers Branch, Texas  75234

REMIT PAYMENT TO:
W&M ENVIRONMENTAL, A Division of Braun Intertec Corporation
NW 7644 PO Box 1450
Minneapolis, Minnesota 55485

BM: Clayton Snider, P.G.
PM: Mr. Frank W. Clark, P.E.
fclark@braunintertec.com
972-509-9611 Phone

BY: ____________________________.

DATE: _________________________
Consider approving Resolution No. 2020-09 authorizing the City Manager to negotiate and enter into contractual agreement with Johnson and Sons for the installation of a commercial epoxy floor for the Service Center Project and take appropriate action

BACKGROUND:
City Administration, with the assistance of the Construction Manager, publically advertised and accepted competitive sealed bids for work, equipment, and materials related to the installation of a commercial epoxy floor for the Service Center Project. The bids were received on January 20, 2020, at 2 p.m., the seal bids received were opened and publically read by the Construction Manager in the presence of the City’s Purchasing Agent. The City’s Construction Manager assisted the City in evaluating the lowest and most responsible bid.

DISCUSSION:
City Administration reviewed bid recommendations from the City’s Construction Manager and the project budget with actual bid costs. City Administration concurred with the recommendation to award the contract to Johnson and Sons for $63,860 and an agreement be signed and negotiated with Johnson and Sons to perform said work. This contract is within the current “not to exceed” project budget of $7 million. This project is “pay as you go” from the Non-Bond Utility CIP Fund.

FISCAL IMPACT:
Budgeted Financial Impact of $63,860 to account PW270001-CONST

RECOMMENDATION:
City Administration recommends approving Resolution 2020-09 authorizing the City Manager to negotiate and enter into a contractual agreement with Johnson and Sons for the installation of a commercial epoxy floor for the Service Center Project.

POSSIBLE COUNCIL ACTION:
1. I move to approve Resolution 2020-09 authorizing the City Manager to negotiate and enter into contractual agreement with Johnson and Sons for the installation of a commercial epoxy floor for the Service Center Project in the amount of $63,860.

2. I move to approve Resolution 2020-09 authorizing the City Manager to negotiate and enter into contractual agreement with Johnson and Sons for the installation of a commercial epoxy floor for the Service Center Project in the amount of $63,860, with modifications.
3. I move to table the issue for further study or take no action.

**ATTACHMENT(S):**

1. Resolution No. 2020-09
2. Information Memorandum to Council - Service Center Epoxy Floor
3. Bid Tabulation and Recommendation Letter
RESOLUTION NO. 2020-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS AUTHORIZING A CONTRACT WITH JOHNSON AND SONS FOR THE INSTALLATION OF A COMMERCIAL EPOXY FLOOR FOR THE KEENAN SERVICE CENTER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration, with the assistance on the City’s construction manager, developed a scope of work for the installation of a commercial epoxy floor finish for the Keenan Service Center Project and solicited bids for such work in accordance with applicable law; and

WHEREAS, having opened and reviewed the bids received, City Administration has determined that Johnson and Sons has submitted the lowest most responsible bid for the requested work; and

WHEREAS, City Administration recommends that the work related to the installation of a commercial epoxy floor be awarded to Johnson and Sons and an agreement be signed and negotiated with Johnson and Sons to perform said work; and

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

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

SECTION 1. The City Manager is hereby authorized to negotiate and execute an agreement with Johnson and Sons in the amount of $63,860.00 to provide the work, materials, equipment, and/or supplies to install a commercial epoxy floor for the Keenan Service Center; and to negotiate and execute such changes orders to said agreement as he determines to be reasonable and necessary subject to applicable state law, city policies, and, in the event of an increase in contract price, the availability of current funds to pay such costs.

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


ATTEST:                          APPROVED:

____________________________________  ______________________________________
Amy Piukana, City Secretary           Robert C. Dye, Mayor
APPROVED AS TO FORM:

________________________________________
Peter G. Smith, City Attorney
(ktl:1/21/2020:113307)
TO: Mayor and City Council
FROM: Kevin Muenchow, Fleet and Facilities Director
DATE: February 4, 2020
SUBJECT: Service Center Epoxy Floor

Background

During the design of the Service Center Project (“Project”) with rising construction costs at an estimated 1% per month, the architect and staff had removed several items in the original design of the project in hopes it would stay under the $7 million budget when bid.

The construction bids were approved by City Council on Resolution on 2019-53 on May 7, 2019, and the total of the bids came in near the original budget estimates and the total Project budget was within the $7 million budget. The Project budget included $425,000 in contingency funding for unanticipated needs or changes, which normally occur with any building construction project. The project is currently 90% complete and should be completed by the end of February 2020. At this point in the project, the City’s Construction Manager does not anticipate any major needs or changes, which provides an opportunity to use contingency dollars for items removed from the project during design.

Discussion

The current contingency balance is $177,791. Administration desires to use a net cost of $55,967 for the installation of a commercial epoxy floor in the 8900 sq. ft. mechanical bay area. The cost for the commercial epoxy floor is $63,860 and the Service Center Project will receive a credit change order in the amount of $7,893 from a current contract for the sealing the concrete floor that would not need to be completed. There is an estimated $2 per square foot savings to do this work before the building is occupied, in comparison to doing this work at some point in the future. The Architect on the project recommends the installation of
the commercial epoxy floor for the specific use of the mechanical repair bays. The long-term benefits of a commercial epoxy floor are:

- **Strength** – withstanding use with stationary equipment, mobile equipment, vehicles, etc., without chipping, cracking or damage. It is chemical and impact resistant.
- **Safety** – Slip-resistant additives and coating limit hazards and reduce slipping.
- **Cleanliness** – a seamless non-porous epoxy repels oil, grease, and water which makes the floors easy to continually clean.
- **Aesthetics** – A commercial epoxy floor typically has life cycle of 25 years or more. The epoxy floor will maintain a consistent good appearance compared to sealed concrete requiring annual maintenance and has a potential for staining and/or damage to the concrete floor.

**Bid Process**

City Administration, with the assistance of the Construction Manager, publicly advertised, and accepted competitive sealed bids for work, equipment, and materials related to the installation of a commercial epoxy floor for the Service Center Project. The bids were received on January 20, 2020, at 2 pm., the seal bids received were opened and publically read by the Construction Manager in the presence of the City’s Purchasing Agent. The City’s Construction Manager assisted the City in evaluating the lowest and most qualified bid for various portions of the Project.

City Administration reviewed bid recommendations from the City’s Construction Manager and the project budget with actual bid costs. City Administration concurred with the recommendation to award the contract to Johnson and Sons in the amount of $63,860 and an agreement be signed and negotiated with Johnson and Sons to perform said work. This contract is within the current budget of $7 million. This project is “pay as you go” from the Non-Bond Utility.

**Recommendation**

City Administration recommends approving Resolution 2020-09 authorizing the City Manager to negotiate and enter into a contractual agreement with Johnson and Sons for the installation of commercial epoxy floor for the Service Center Project.
January 20, 2020

Mr. Kevin R. Muenchow, Fleet and Facilities Director
City of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, Texas 75234

Re: City of Farmers Branch Service Center
Service Bay Epoxy Flooring
Recommendation to Award

Mr. Muenchow,

The City of Farmers Branch received competitive sealed proposals for the Service Center Service Bay Epoxy Flooring project on January 20, 2020. A total of three bids were received, the Bid Tabulation is as follows:

1. Johnson & Sons, Inc.: $63,860.00
2. Flooring and Concrete Technologies: $68,722.00
3. Protech Designs, Inc.: $71,300.00

After a thorough review of the bids received, Gallagher Construction Services recommends that the City of Farmers Branch award this contract to Johnson and Sons, Inc. Award will be contingent upon the City of Farmers Branch receiving the required insurance and bonds from the selected contractor. If the awarded contractor does not provide the required documents, award will be made to the respondent with the next highest evaluation.

This contractor offers the best value to the City of Farmers Branch, based on our evaluation of the proposals received using the following selection criteria as set forth in the bid documents:
- Purchase price
- Ability of Vendor to provide adequate manpower & resources to complete the Project(s) on schedule
- Reputation of the Vendor
- Quality of Vendor’s work
- Extent of Vendor’s services to meet the needs of the City
- Vendor’s past relationship with the City
- Vendor’s designation as a historically underutilized business
- Total long term cost to the City
- Other criteria:
  - Has the Respondent constructed projects of similar size, type and complexity?
  - Are Respondent’s personnel experienced in similar projects?
  - Does the Respondent stay on schedule?
  - Does the Respondent work well with the Owner on change orders?
  - Does the Respondent timely complete warranty work?

Gallagher Construction Services is honored for the continued opportunity to work with the City of Farmers Branch. We look forward to the successful completion of this project.

Sincerely,
GALLAGHER CONSTRUCTION SERVICES

Bill Morgan
Consider approving Resolution No. 2020-014 awarding the 2019-2020 annual supply of small water meters in a unit price purchase to Core & Main LP and; and take appropriate action

BACKGROUND:
The Public Works Department requested bids for the 2019-2020 annual supply of small water meters. Bids were prepared using estimated quantities and are awarded on a unit price basis. The proposed contract is for a one-year period with an option for up to three additional one-year renewal periods, if agreeable by both parties. Funds are available in the 2019-2020 Public Works Operating Budget for the purchase of small water meters needed throughout the City.

This contract is also a continuance of a program converting all meters to electronic reading format. It is Public Works intention to replace non-electronic, damaged or non-operating meters with new more efficient and accurate electronic reading meters. Currently, a little over fifty (50%) percent of all meters are electronic reading.

DISCUSSION:
Three bids were received and opened on January 9, 2020. Core & Main LP submitted the lowest unit price bid in an amount of $77,773.00 for a one-year period with the option to renew for three additional one-year periods, if agreeable to both parties.

FISCAL IMPACT:

RECOMMENDATION:
City Administration recommends approving Resolution No.2020-014 awarding the 2019-2020 annual supply of small water meters in a unit price purchase to Core & Main LP using approved available funds in the Utilities operating budget.

POSSIBLE COUNCIL ACTION:
1. I move to approve Resolution No. 2020-014 awarding the 2019-2020 annual supply of small water meters in a unit price purchase to Core & Main LP
2. I move to approve Resolution No. 2020-014 awarding the 2019-2020 annual supply of small water meters in a unit price purchase to Core & Main LP with modifications.
3. I move to table the issue for further study or take no action.

**ATTACHMENT(S):**
1. Bid Tabulation
2. Resolution No. 2020-014
City of Farmers Branch
Bid Tabulation

BID NO.: 20-02
Bid Opens: 1/9/2020 Time: 10:00 a.m.

SMALL METER PURCHASE 2019-2020

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Bid Qty</th>
<th>Core &amp; Main LP</th>
<th>Republic Meter, Inc</th>
<th>Aqua-Metric Sales Company</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Unit Price</td>
<td>Total</td>
<td>Unit Price</td>
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<tr>
<td>1</td>
<td>5/8&quot; x 3/4&quot; Disc cold water meter, including absolute digital encoders with Itron pigtail potted.</td>
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<td>730</td>
<td>$85.00</td>
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<td>$1,670.00</td>
<td>$221.99</td>
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<td>3</td>
<td>1 1/2&quot; Disc cold water meter, including absolute digital encoders with Itron pigtail potted.</td>
<td>EA</td>
<td>10</td>
<td>$388.00</td>
<td>$3,880.00</td>
<td>$590.99</td>
</tr>
<tr>
<td>4</td>
<td>1 1/2&quot; Turbo cold water meter, including absolute digital encoders with Itron pigtail potted.</td>
<td>EA</td>
<td>1</td>
<td>$690.00</td>
<td>$690.00</td>
<td>$1,290.10</td>
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<tr>
<td>5</td>
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<td>20</td>
<td>$440.00</td>
<td>$8,800.00</td>
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<td>6</td>
<td>2&quot; Turbo cold water meter, including absolute digital encoders with Itron pigtail potted.</td>
<td>EA</td>
<td>1</td>
<td>$683.00</td>
<td>$683.00</td>
<td>$1,609.10</td>
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</table>

Total Amount Base-Bid: $77,773.00 $110,233.70 $139,435.87
RESOLUTION NO. 2020-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AWARDING A BID TO AND AUTHORIZING A CONTRACT WITH CORE & MAIN LP FOR THE UNIT PRICE PURCHASE OF SMALL WATER METERS; AUTHORIZING RENEWALS OF SAID CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, bids for the 2019-2020 Small Water Meter Purchase (“Bid No. 20-02”) were opened on January 9, 2020, with Core & Main LP submitting the lowest unit price bid for water meters; and

WHEREAS, City Administration recommends awarding a unit price contract for the annual supply of small water meters to Core & Main LP which complied with specifications; and

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

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

SECTION 1. The City Manager is authorized to sign on behalf of the City a unit price contract with Core & Main LP to supply small water meters to the City in accordance with its unit prices set forth in its response to Bid No. 20-02 and to sign such change orders to said contract as the City Manager deems reasonable, necessary, and in the public interest which are in compliance with applicable law and City policy.

SECTION 2. The City Manager is authorized to sign a renewal of the unit price contract authorized by Section 1, above, for three additional annual periods at the unit prices set forth in the contract subject to the availability of funds to make such purchases in the then current City budget.

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


ATTEST: ___________________________________ APPROVED: ___________________________________

__________________________________________
Amy Piukana, TRMC, City Secretary

______________________________
Peter G. Smith, City Attorney
(kbl:1/27/2020:113432)
Receive an update from Dallas Medical Center

BACKGROUND:
This agenda item was requested by Deputy Mayor Pro Tem Lynne.
Receive an update on the Farmers Branch Power Switch

BACKGROUND:
On March 6, 2018, the City Council adopted Resolution No. 2018-25 which established the policy pathway for partnering with iChoosr and participating in the Texas Power Switch. Branded as the Farmers Branch Power Switch, this program has impacted 814 Farmers Branch households for a total savings of $347,317 or $427 per household. The Power Switch is actively registering residents for the next round of the program through March 3, 2020.

DISCUSSION:
Council will have the opportunity to review the Farmers Branch Power Switch and the impact it has had on Farmers Branch.

STRATEGIC LINK:
B2. Enhance service delivery through continual process improvement  
F3. Provide services in the most efficient and effective manner possible

ATTACHMENT(S):
1. FB Power Switch Presentation 2020  
2. DMN Article
4 Rounds Complete
Round 5 underway
Our Why

‘Virtually unchecked’

So Arizonans, Texas leaders can say rates have dropped, but tell that to the Texan who opens her or his electric bill. Add-on fees have that name for a reason.

A 2019 study by Texas ROSE — Texas Ratepayers’ Organization to Save Energy — found 28 different add-on fees used by electricity companies to grab more of your money.

The fees are “virtually unchecked” by the PUC, and sometimes in violation of state law, the report states.

Meanwhile, a 2019 study by TCAP found that the number of electricity-related complaints filed with the PUC increased for the second year in a row and now stands at a four-year high.

TCAP also found that Texans buying electricity from competitive providers historically have paid higher prices, on average, than Texans receiving power from providers exempt from competition.

A report by the Houston Chronicle this month found that while wholesale electricity prices fell nationwide last year, they jumped in Texas.

The Chronicle’s L.M. Sixel also reported that Energy’s “Truly Free 7 Days” plan works out to an average of a whopping 14.5 cents per kilowatt-hour for households using 2,000 kWh a month. For other times, on this plan, after canceling out the highest seven days, the cost can go as high as 24.6 cents per kWh.

A spokesman told the Chronicle that reps “are trained to ask customers about their lifestyles so shoppers can be matched with the best option.”

But “Truly Free”? I think not.

So Arizonans, if you want to step into this muck, now at least you have a definition of what Texas “gold standard” means. With weak laws, scheming companies and lazy regulators, it means we’re powerless.

By Dave Lieber, Dallas Morning News, January 24, 2020
Understanding Your Bill

- No monthly fee
- Flat rate
- 12-month term

<table>
<thead>
<tr>
<th>Program</th>
<th>Start</th>
<th>End</th>
<th>Oncor Flat Rate</th>
<th>Oncor Hourly</th>
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## Our Results

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<tr>
<th>Program</th>
<th>Start</th>
<th>End</th>
<th>Oncor Flat Rate</th>
<th>Oncor Hourly</th>
<th>Retail Rate</th>
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</tbody>
</table>

$347,317 Total Saved  
814 Households Served  
$427 Average Savings
Texas Power Switch 8 Timeline

- Registration: **Now – March 3**
- Celebrate the Rate: **February 5** at City Hall (5 to 7 PM)
- Decision: **February 5 – March 3**
- Switch window: **February 11 – May 19**
iChoosr Overall

iChoosr’s Results in Texas

**NUMBER OF PARTICIPATING CITIES**

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<tr>
<th>TPS1</th>
<th>TPS2</th>
<th>TPS3</th>
<th>TPS4</th>
<th>TPS5</th>
<th>TPS6</th>
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<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
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</table>

**AVERAGE MARKET RATE VS TEXAS POWER SWITCH RATE**

<table>
<thead>
<tr>
<th>TPS1</th>
<th>TPS2</th>
<th>TPS3</th>
<th>TPS4</th>
<th>TPS5</th>
<th>TPS6</th>
<th>TPS7</th>
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<td>$0.072</td>
<td>$0.092</td>
<td>$0.095</td>
<td>$0.094</td>
<td>$0.097</td>
<td>$0.095</td>
<td>$0.100</td>
<td>$0.119</td>
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</table>
Charles Cox
Farmers Branch, City Manager

The program works because our residents trust the City and realize that the Texas Power Switch is a completely voluntary program. We try and look at our residents from a holistic stand-point and do what we can to reduce their costs – not just via property taxes and fees. The residents that have signed up have saved hundreds of dollars annually.
'Bring Your Bill' event coming up February 5

FBTX ~ The City reminds everyone that they are eligible to participate in the Farmers Branch Power Switch process that allows for potentially lower energy bills through volume buying power.

Employees can bring their bills to Power Switch event

FBTX ~ The City reminds employees that they are eligible to participate in the Farmers Branch Power Switch process that allows for potentially lower energy bills through volume buying power.

Everyone is invited to bring their current electric bill to City Hall on Wednesday, February 5 from 5 until 7 p.m. in order to find out what they may be able to save using the Power Switch process.

Those who have already switched with the Power Switch Program are expected to save an average of approximately $400 a year on their energy bills. The reverse auction will be held in early 2020 with personal offers sent to applicants via email.

FBTX ~ The City reminds everyone that they are eligible to participate in the Farmers Branch Power Switch process that allows for potentially lower energy bills through volume buying power.

OUTREACH

With the approval of the City Council, the City of Farmers Branch continues to work with the Texas Power Switch team to help residents save money on their electric bills with the Farmers Branch Power Switch.

What is the Farmers Branch Power Switch?
The Farmers Branch Power Switch is an energy switching program that gives residents the opportunity to lower their electricity bills by selecting energy providers to bid on the group's business. There is no cost to the City for this service, nor does the City receive any compensation from this partnership.

Save on average $375 per year on your electric bills per year.

Texas customers who participate in the Power Switch program are expected to save an average of $375 per year on their energy bills. To participate, simply sign up and accept the winning provider's offer. The more people that participate, the greater the savings for participants.

Here's how it works:

- Register for free at www.texaspowerswitch.com/farmersbranch.
- Register by February 5.
- Electric providers will compete for the group's business, and the lowest rates win.
- All registrants will receive a personal offer email by February 14, 2020, and can decide whether to accept the offer or not. There is no obligation to switch.
- The Texas Power Switch team will oversee the transition to the new electric provider for all residents who accept the winning offer.
- For those who have already participated in a previous program, there is no obligation to switch.

You can reach them by calling 888-376-2077 or emailing info@texaspowerswitch.com. You can also reach Ben Williamson in the City Manager's Office at 972-919-2535 or at benjamin.williamson@farmersbranchtx.gov. The Texas Power Switch team will also be at Farmers Branch City Hall on February 5th from 5:30 p.m. to 7:30 p.m. to answer any questions.

Respectfully,

Farmers Branch City Council

Para obtener más información en español, visite texaspowerswitch.com/texases
Celebrate the Rate – February 5 at City Hall (5 to 7 PM)
Questions?
The Watchdog: Yo, Arizona! Don’t deregulate your electricity market like Texas unless you want games galore

- By Dave Lieber The Dallas Morning News Commentary

Mark Finley Author email
- Jan 26, 2020
The Watchdog warns Arizona not to copy the Texas model for selling retail electricity. Texas regulators are lazy, and they allow electricity companies to game the system, Dave Lieber says.

_Courtesy photo/Noah Berger_

Attention residents of Arizona:

DON'T DO IT!

Don't let your state regulators deregulate electricity as we did in Texas. I learned about this from Arizona TV reporter Courtney Holmes of ABC15 in Phoenix.

She contacted me because she heard that Texas is, in her words, considered by some to be "the gold standard" of deregulation in the United States.

![Dave Lieber](image)

Dave Lieber

After I picked myself up off the floor, I enlightened her.

On her newscast, she showed video of me saying: "Competition creates new headaches for consumers. You have to kind of be a math genius to figure out how to find the lowest rate from the best company."

I explained that confused customers have been sending me complaints for the past decade.

"Electricity companies have figured out how to game the system," I continued. "Introductory prices are low enough to lure customers in, but once the contract expires, the rates jump."

I explained about hidden fees, about getting charged for talking to a live agent, about penalties for not using enough electricity.

"My advice to would-be Arizona regulators," I said, is "have the tightest regulatory rules known to mankind because these companies come in and they will game the system 50 different ways."
"Gold standard"? How about dull copper?

'Emotional distress'

I told the Public Utility Commission that I planned to write this, and its spokesman, Andrew Barlow, sent me information about how electricity rates have dropped since deregulation was first implemented almost two decades ago.

But this ain’t about the rates, babe. Besides, any drop in rates (and I can make the argument that the drop is not nearly as much as the PUC claims) is not so big that copper gets promoted to gold.

The real problem is best summed up by a letter I received this week from Virginia M. (She wrote me privately, so I will withhold her last name.)

"I have been looking to sign a new contract, and I hate looking. I've been under great emotional distress just looking at plans. I've learned the more electricity we use, the cheaper it is.

"I have checked with over 20 companies, and some of them won’t tell you how much you’ll be paying per kilowatt hour until you sign up. No wonder I was caught crying by a family member. It's just so hard to understand and stressful, but I want to make the right choice for my family."

Arizonans, do you really want to do that to your people?

'Lazy regulators'

I was naive about how to fix this problem. For many years, I figured the Texas Legislature would step in and eliminate the gamesmanship that ruins retail electricity shopping. (Free nights and weekends!)

Then I realized the Lege wouldn’t take action until Public Utility Commission officials recommended it. But the PUC stubbornly refuses to reform the system it's supposed to regulate.

With all the complaints coming in and the obvious games being played, the only conclusion I can come up with is that top PUC leaders are lazy.

Fixing the system requires commitment and courage. Rolling up your sleeves, combating powerful lobbyists, not giving in.

The folks in the top offices in the William B. Travis Building in Austin might even have to stay past 5 p.m. some nights.

Oh, sorry, what was I thinking?

'Built on a fraud'

I may have figured out why our system is so messed up.

It's built on a fraud.
Let’s travel back to the mid-1990s, when a powerful Texas energy company “had begun aggressively advocating for deregulation,” according to a deregulation history published by the Texas Coalition for Affordable Power.

That company’s name?

Enron.

California was the first state to deregulate, based, in part, by a hard push by lobbyists working for Houston-based Enron. But California’s new system fell into crisis when prices jumped from $1 per megawatt hour to $9,999, then back down to a penny. How? Market manipulation.

Meanwhile, back home in Texas, California’s troubles didn’t stop Gov. George W. Bush from keeping at it.

“He unveiled an Enron-supported bill in 1997 that would deregulate the Texas retail electric market,” TCAP history continues. It didn’t fly.

By 1999, a new bill pushed by Enron lobbyists was on the fast track.

“Enron was a big supporter of the legislation,” TCAP writes. And it passed.

Meanwhile, in California, the market was in turmoil, in part, because of “price manipulation by Enron traders."

Remember how this ended?

In 2001, just months before deregulation in Texas launched, Enron’s chief executive, Jeffrey Skilling, resigned. Enron imploded. The world’s largest energy trader and the seventh-largest company in the country filed for bankruptcy.

“Enron’s end came just days before Texas went forward with the deregulation system the company had pioneered,” TCAP’s history states.

Eventually, Gov. Rick Perry appointed a former Enron executive to chair the PUC.

It makes sense now.

‘Virtually unchecked’

So Arizonans, Texas leaders can say rates have dropped, but tell that to the Texan who opens her or his electric bill. Add-on fees have that name for a reason.

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A report by the *Houston Chronicle* this month found that while wholesale electricity prices fell nationwide last year, they jumped in Texas.

The *Chronicle*’s L.M. Sixel also reported that Reliant Energy’s “Truly Free 7 Days” plan works out to an average of a whopping 14.5 cents per kilowatt-hour for households using 2,000 kWh a month. For other times, on this plan, after canceling out the highest seven days, the cost can go as high 24.6 cents per kWh.

A Reliant spokesman told the *Chronicle* that reps “are trained to ask customers about their lifestyles so shoppers can be matched with the best option.”

But “Truly Free”? I think not.

So Arizonans, if you want to step into this muck, now at least you have a definition of what Texas’ “gold standard” means. With weak laws, scheming companies and lazy regulators, it means we’re powerless.