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US: +1 346 248 7799 or +1 253 215 8782 or +1 669 900 9128 or +1 312 626 6799
Webinar ID: 895 6623 2720

The meeting will be recorded and uploaded to the City website following the conclusion of the meeting.

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

B. INVOCATION & PLEDGE OF ALLEGIANCE

C. CEREMONIAL ITEMS

C.1 20-253 Receive a presentation honoring 2019 fallen peace officers in observance of National Police Week

D. 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.

E. 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.

F. CONSENT AGENDA

F.1 20-244 Consider approving the following City Council meeting minute(s); and take appropriate action

   • May 5, 2020

F.2 R2020-58 Consider approving Resolution No. 2020-058 authorizing the Mayor to execute an Agreement of Cooperation for Community Development Block Grant HOME Program with Dallas County for a period of three years; and take appropriate action

F.3 R2020-57 Consider approving Resolution No. 2020-57 adopting the Dallas County Hazard Mitigation Action Plan Update 2020; authorizing incorporation of said updated Plan into the City’s Emergency Operations Plan; and take appropriate action

F.4 R2020-62 Consider approving Resolution No. 2020-62 authorizing the City Manager to purchase replacement desktop, laptop and rugged mobile computer systems and associated accessories in an amount not to exceed $130,000 from Dell Marketing, L.P.; and take appropriate action
F.5  R2020-063  Consider approving Resolution No. 2020-63 awarding the bid and authorizing a unit price contract to Aushill Construction, LLC. for the Water Main Replacement 2020; and take appropriate action

F.6  R2020-59  Consider approving Resolution No. 2020-59 authorizing the City Council to appoint a shared member to serve on DART Board of Directors; and take appropriate action

F.7  R2020-64  Consider approving Resolution No. 2020-64 authorizing the City Council to appoint Mayor Kevin Falconer as Primary Representative and Mayor Robert C. Dye as the Alternate Representative to the Regional Transportation Council; and take appropriate action

F.8  20-263  Consider appointing a member to the Mayor’s IH-35E Betterments Task Force; and take appropriate action

F.9  R2020-65  Consider approving Resolution No. 2020-65 authorizing the Mayor to establish Select Committees; and take appropriate action

G.  REGULAR AGENDA ITEMS

G.1  20-251  Discuss and receive medical, city facility programming, and financial updates related to the COVID-19 Pandemic

G.2  20-224  Report on results of the Solar Feasibility Study

G.3  20-249  Receive an update on the Census

G.4  20-252  Consider a Board and Commission appointment to the Census 2020 Complete Count Committee; and take appropriate action

G.5  20-219  Discuss agenda items for future City Council meetings

H.  EXECUTIVE SESSION

H.1  20-254  Council may convene into a closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate regarding:

- Discuss the purchase, exchange, lease, or sale of real property located west of Webb Chapel, south of Valley View Lane, north of I-635, and east of Josey Lane in Farmers Branch, TX

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

- Consultation with the City Attorney regarding enforcement of Short Term Rental Ordinance and the property located at 3751 Ridgeoak, Farmers Branch, TX
I. **TAKE ANY ACTION NECESSARY AS A RESULT OF THE CLOSED EXECUTIVE SESSION**

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: _________________________
Receive a presentation honoring 2019 fallen peace officers in observance of National Police Week

BACKGROUND:
National Police Week was May 10-16, 2020. This week is set aside annually to honor law enforcement officers who have given their lives, in the previous year, in service to their communities across the United States.

ATTACHMENT(S):
1. National Police Week PowerPoint
National Law Enforcement Memorial Week

May 10-16, 2020
History

• In 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week. Currently, tens of thousands of law enforcement officers from around the world converge on Washington, DC to participate in a number of planned events which honor those that have paid the ultimate sacrifice.
In Memoriam
Officer Lowell Clayton Tribble

Farmers Branch Police Officer Killed in the line of duty.
End of Watch: August 27, 1983
Cause of Death: Gunfire
Texas Peace Officers Killed in the line of duty 2019
21 Fallen Heroes

Deputy Sheriff William Christopher Dickerson
Panola County Sheriff's Office, TX
EOW: Tuesday, December 31, 2019
Cause of Death: Gunfire

Detective Clifton John Martinez
San Antonio Independent School District Police Department, TX
EOW: Saturday, December 21, 2019
Cause of Death: Vehicular assault

Deputy Sheriff Bryan Charles Pfluger
San Jacinto County Sheriff's Office, TX
EOW: Saturday, December 21, 2019
Cause of Death: Automobile crash

Police Officer Jose Humberto Meza
Burnet Police Department, TX
EOW: Friday, December 20, 2019
Cause of Death: Heart attack

Sergeant Kaila Marie Sullivan
Nassau Bay Police Department, TX
EOW: Tuesday, December 10, 2019
Cause of Death: Vehicular assault

Supervisory Deputy US Marshal Norman D. Merkel
United States Department of Justice - United States Marshals Service, US
EOW: Wednesday, January 16, 2019
Cause of Death: Heart attack

Deputy Sheriff Jose Luis Blancarte
Kinney County Sheriff's Office, TX
EOW: Friday, August 23, 2019
Cause of Death: Heart attack

Deputy Sheriff Jose Luis Blancarte
Kinney County Sheriff's Office, TX
EOW: Friday, August 23, 2019
Cause of Death: Gunfire

Deputy Sheriff Matthew Ryan Jones
Falls County Sheriff's Office, TX
EOW: Friday, October 11, 2019
Cause of Death: Struck by vehicle

Deputy Sheriff Sandeep Singh Dhaliwal
Harris County Sheriff's Office, TX
EOW: Friday, September 27, 2019
Cause of Death: Gunfire

Trooper Moises Sanchez
Texas Department of Public Safety - Texas Highway Patrol, TX
EOW: Saturday, August 24, 2019
Cause of Death: Gunfire

Deputy Sheriff Jose Luis Blancarte
Kinney County Sheriff's Office, TX
EOW: Friday, August 23, 2019
Cause of Death: Gunfire

Corporal Jose Luis "Speedy" Esparicueta, Jr.
Mission Police Department, TX
EOW: Thursday, June 20, 2019
Cause of Death: Gunfire

Sergeant David Jones Fitzpatrick
The Colony Police Department, TX
EOW: Monday, June 10, 2019
Cause of Death: Heart attack

Police Officer Albert Ramirez Castaneda, Jr.
Grand Prairie Police Department, TX
EOW: Friday, June 7, 2019
Cause of Death: Struck by vehicle

Deputy Sheriff Peter John Herrera
El Paso County Sheriff's Office, TX
EOW: Sunday, March 24, 2019
Cause of Death: Gunfire

Police Officer Nathan Hayden Heidelberg
Midland Police Department, TX
EOW: Tuesday, March 5, 2019
Cause of Death: Gunfire

Border Patrol Agent Donna Marie Doss
EOW: Saturday, February 2, 2019
Cause of Death: Struck by vehicle

Community Supervision Officer Russell Dean Salazar
Kendall County Community Supervision and Corrections Department, TX
EOW: Thursday, January 31, 2019
Cause of Death: Automobile crash

Deputy Sheriff Ray Elwin Horn, III
Comal County Sheriff's Office, TX
EOW: Thursday, January 17, 2019
Cause of Death: Heart attack
Fallen Heroes Nationally 2019

- 146 Officers died in the line of duty
- 43 have died so far in 2020
- 21,910 officers have made the ultimate sacrifice in the United States as recorded since the year 1786.
- Most likely day of the week for an officer to be feloniously killed is Friday. Most likely cause of death is gun violence.
Moment of Silence
Honoring Those who Continue to Serve

• Despite the dangers, the men and women of the Farmers Branch Police Department continue to serve our community with great pride. I am grateful to all of them for the phenomenal service they provide. It is my privilege to be a part of such an honorable and noble group of public servants. Thank you to each of you!

• The police department’s annual awards and recognition ceremony, normally held during Police Memorial Week, was canceled due to COVID-19.
Consider approving the following City Council meeting minute(s); and take appropriate action

- May 5, 2020
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Webinar ID: 874 3206 8752

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Presiding: 1 - Mayor Robert Dye

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

Staff: - 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 - REGULAR MEETING (6 P.M.)

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

B. INVOCATION & PLEDGE OF ALLEGIANCE

Mayor Dye provided the Invocation and led the Pledge of Allegiance and Pledge to the Texas Flag.
C.1 20-169  Proclamation recognizing May as National Bike Month in Farmers Branch

Mayor Dye read a proclamation declaring May as National Bike Month.

C.2 20-229  Proclamation recognizing May 5, 2020 as High School Senior Day in the City of Farmers Branch

Mayor Dye read a proclamation declaring May 5, 2020 as High School Senior Day in the City of Farmers Branch.

C.3 20-228  Proclamation declaring May as Mental Health Awareness Month and Update on Mental Health from UT Southwestern

Mayor Dye read a proclamation declaring the month of May as Mental Health Awareness and recognized Lisa Rigsby with Woven Health, Elizabeth Aviles and Rosanna Sanchez with Children's Health. Dr. Trombello with UT Southwestern provide a presentation on Mental Health Awareness and tips to manage stress.

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

Mayor Dye and City Manager Charles Cox provided a report on items of community interest. Deputy Mayor Pro Tem Lynne announced the Farmers Branch Chamber plans to hold a golf tournament at Brookhaven Country Club on May 27th at 8 a.m.

E. CITIZEN COMMENT(S)

There were no citizens that wished to speak.

F. CONSENT AGENDA

F.1 20-220  Consider approving the following City Council meeting minute(s); and take appropriate action
April 21, 2020

F.2 R2020-50  Consider approving Resolution No. 2020-50 authorizing the purchase of a generator for the Keenan Service Center in the total amount of $59,665 from Loftin Equipment Company through the HGAC Contract; providing an effective date and take appropriate action

F.3 R2020-53  Consider approving Resolution No. 2020-53 denying Oncor Electric Delivery Company LLC’s application for approval of a Distribution Cost Recovery Factor to increase distribution rates within the City of Farmers Branch; and take appropriate action
F.4 R2020-055 Consider approving Resolution No. 2020-55 authorizing a professional services agreement with Freese & Nichols, Inc. to perform an AWIA Risk and Resilience Assessment of the City water system in the amount of $80,000; and take appropriate action

F.5 R2020-056 Consider approving Resolution No. 2020-56 authorizing Freese & Nichols, Inc. to develop a Capacity, Management, Operations and Maintenance (CMOM) Program for the City sanitary sewer system in the amount of $75,000; and take appropriate action

Motion made by Mayor Dye to approve Consent Items F.1 through F.5, as presented. Motion seconded by Council Member Retana. Motion approved unanimously.

G. PUBLIC HEARING(S)

G.1 ORD-3635 Conduct a public hearing and consider adopting Ordinance No. 3635 for a Specific Use Permit to allow for on-site sale/consumption of alcoholic beverages, within a qualifying restaurant located at 2727 LBJ Freeway; and take appropriate action

Director of Planning and Development Tina Firgens briefed City Council regarding this item. Ms. Firgens explained the applicant has applied for a Specific Use Permit to allow on-premise consumption of alcoholic beverages within this existing restaurant.

She noted the restaurant is an amenity for the tenants of the office building and serves primarily the employees and people working within the office building. She noted the property is zoned Development District No. 74 (PD-74), which allows for on-premise consumption of alcoholic beverages within a qualifying restaurant subject to approval of an SUP. She explained the applicant is proposing to add on-premise alcoholic beverages to be served within the restaurant. She explained operating hours would be Monday through Friday 8:00 a.m. to 7:00 p.m.; the restaurant is closed on Saturday and Sunday. The applicant intends to serve beer starting at 11:00 a.m. with wine and cocktails starting at 3:00 p.m.; these beverages will be served till 6:30 p.m. only.

Applicant Jordan Berkstresser spoke stating she plans to open in May noting licensing could take up to a couple of months to process.

After discussion, Mayor Dye opened the public hearing. There were no citizens present or by phone that wished to speak. Motion made by Deputy Mayor Pro Tem Lynne to close the public hearing and approve Ordinance No. 3635, as presented. Motion seconded by Council Member Retana. Motion approved unanimously.

H. REGULAR AGENDA ITEM(S)

H.1 20-233 Receive an update on COVID-19

Fire Chief Steve Parker briefed City Council regarding this item. He reviewed the Governor's report, TML update, Dallas County Amended Order (May 4-15), Testing, Peak Rates and reviewed Dallas County Health & Human Service summaries. He also provided an update on Metrocrest Services housing needs, food and financial support from neighboring cities.
Mayor Dye thanked the Police and Fire Departments for assisting with essential services to our community during this difficult time. He urged residents to be safe, stay at home and wear masks when possible. Council Member Retana urged residents to be cautious when leaving home and to wear a mask, noting some people are Covid positive and may experience no symptoms. She noted Dallas County funding may be available to various cities that may need these resources.

The City Council discussed the number of cases and locations of testing, percentage of calls that are Covid related, Wyndham cases, effects of short term rental properties, assistance for reopening businesses, possible task force to reopen the economy and assist small businesses (similar to City of Dallas, per Council Member Retana), and the possibility of allowing signage temporary signage to promote Farmers Branch restaurants.

The Fire Chief explained the Covid numbers provided are aggregate numbers from Dallas County. He further stated that all EMS calls are treated as Covid positive during this pandemic in order to protect first responders. He noted the City has seen a decrease in call volume with the stay at home order in effect.

Mayor Dye skipped to Agenda Item H.3.

**H.3 R2020-054**

**Consider approving Resolution No. 2020-054 authorizing a contract with Fuquay, Inc. for sanitary sewer main rehabilitation in the amount of $1,075,837; and take appropriate action**

Director of Public Works Marc Bentley briefed City Council regarding this item. Mr. Bentley explained the Public Works Department negotiated a cooperative purchasing contract utilizing the Local Government Purchasing Cooperative (BuyBoard) contract pricing. The negotiated contract is for sanitary sewer main rehabilitation along Janlyn Lane from Templeton Trail to Pennystone Ln. and Morningstar Ln from Templeton Trail to Morningstar Circle. He explained the contract includes pipe bursting approximately 2,860 linear feet of 8-inch to enlarge to 10-inch along Janlyn Ln. and approximately 2,570 linear feet of 8-inch pipe to remain the same size, cleaning the sewer mains, and rehabilitating manholes as needed.

Mayor Pro Tem Norwood asked how the project list is prioritized.

Mr. Bentley replied explaining the lists are prioritized by necessity and budget.

Mayor Pro Tem Norwood thanked Mr. Bentley for his efforts on this project and suggested the Council review the priority list again during budget discussions.

**H.2 20-231**

**Receive the Fiscal Year 2019-20 Second Quarterly Financial Report and Related Projections**
Director of Finance Sherrelle Evans-Jones briefed City Council regarding this item.

Ms. Sherrelle Evans Jones reviewed the following key points:

**Property Taxes and Penalties & Interest** near the planned budget. Received over 97% of property taxes by March 2020.

- **Sales & Use Taxes** are performing slightly better than budget continuing with Q1-2020 trend.
- **Charges for Services** performed ahead of budget. This increase is primarily driven by positive performance with false alarm collections and Parks & Recreation related revenue (including Building Use Fee, Concessions, and Aquatics Center Revenues).
- **Franchise Fees** are trending higher than expected due to the unanticipated receipt of franchise cable revenue receipts. The funds received represent receipts from cable providers that do not offer telephone service.
- **Licensing & Permits** started the year strong due to construction on the West and East sides.

**Property Taxes** at March 2020 exceed that of the same period in the prior year due to overall growth in property values (11.44%).

- **Sales & Use Taxes** performed better than the same period in the prior year due to positive economic trends across all sectors. This sales tax trend has continued into Q2-2020.
- **Charges for Services** performed better overall in most areas compared to the same period in the prior year. The increased revenue year-over-year is primarily driven by positive performance with Police Services (false alarm billings/collections) and Parks & Recreation related revenue (including Building Use Fee, Concessions, and Aquatics Center Revenues).
- **Fines, Forfeits & Assessments** performed better than the same period in the prior year due to increased court collection efforts.

Ms. Evans Jones reviewed the timing for COVID-19 in regards to revenues to watch. She explained the Hotel/Motel Taxes, Sales Taxes, Court, Parks & Recreation Revenues make up 21% of our total budget, Licenses and Permits make up 3% of our total budget, Property Tax, Water/Sewer Revenue, Franchise Fee and Landfill Revenue make up 76% of our total budget. She noted sales tax, Municipal Court and Parks and Recreation combined having projected a revenue loss estimated at $1,840,000. Ms. Evans Jones explained that with the savings from frozen and vacated positions, reduced travel, reduced contractor loss, delayed projects, and reduced programs our expenditure savings has been able to offset the loss with savings of $1,894,000. She further explained our total Hotel/Motel Fund Balance as of 9/30/19 is $2,012,065.

The City Council discussed impacts of assessments and rate of collection, monthly sales tax history, creating programs to offset Covid impacts, and the projected 20% estimate. The City Council expressed gratitude to Finance Director Sherrelle Evans Jones and the City Manager for managing conservatively and having reserve funds to manage the budget efficiently during these difficult times.

**H.4  20-218**  **Discuss agenda items for future City Council meetings**

Council Member Retana asked for a Census update and voting by mail ballot update. Council Member Blackson requested discussion regarding a Mayor's Task Force without City Council appointment restrictions. Council Member Bomgardner asked for a future item to review a long range pay strategy for Police and Fire.
I. **ADJOURNMENT**

Mayor Dye made a motion to adjourn at 8:55 p.m. Motion seconded by Council Member Retana. Motion approved unanimously.

Signed: ______________________
Mayor Robert C. Dye

Attest: _______________________
City Secretary
Consider approving Resolution No. 2020-058 authorizing the Mayor to execute an Agreement of Cooperation for Community Development Block Grant HOME Program with Dallas County for a period of three years; and take appropriate action

BACKGROUND:
The Department of Housing and Urban Development (HUD) requires that Dallas County and all interested cities with populations under 50,000 enter into a cooperative agreement for three years. The City of Farmers Branch has been participating in the Dallas County Community Development Block Grant (CDBG) program since 1994. CDBG funds can be used for a variety of activities as long as they primarily benefit low-to-moderate income residents. Farmers Branch has used these funds for the installation of sidewalks at various locations, street reconstruction, and water and sewer main replacements.

DISCUSSION:
The current agreement between the City and Dallas County will expire on September 30, 2020. The new agreement is for 2020 through 2022. Recently, CDBG funds are being used for the sewer replacement of Havenhurst Street. Because Farmers Branch will be receiving funds under this agreement, it may not apply for similar grants under the Small Cities or State of Texas CDBG program, or from a HOME program consortium with other cities during the term of this agreement.

This item is consistent with the guiding principles to maintain stewardship of taxpayers’ investments in the community, and to maintain and improve the current infrastructure, facilities, and equipment assets of the City.

RECOMMENDATION:
City Administration recommends approving Resolution No. 2020-058 authorizing the Mayor to execute an Agreement of Cooperation for CDBG Home Program with Dallas County for a period of three years.

ACTIONS:
1) Motion to approve Resolution No. 2020-058 authorizing the Mayor to execute an Agreement of Cooperation for CDBG Home Program with Dallas County for a period of three years.
2) Motion to deny Resolution No. 2020-058 authorizing the Mayor to execute an Agreement of
Cooperation for CDBG Home Program with Dallas County for a period of three years.
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. Resolution No. 2020-058
2. Agreement of Cooperation CDBG Program
RESOLUTION NO. 2020-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH AUTHORIZING AN AGREEMENT OF COOPERATION FOR THE URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM WITH DALLAS COUNTY FOR A PERIOD OF THREE YEARS; PROVIDING AN EFFECTIVE DATE

WHEREAS, Dallas County (the “County”) is applying to the U.S. Department of Housing and Urban Development (“HUD”) for Urban County Community Development Block Grant (“Urban County CDBG”) entitlement status; and,

WHEREAS, Texas cities and counties are authorized under Chapter 373 and Section 381.003, of the Texas Local Government Code to conduct essential Housing and Community Development activities; and

WHEREAS, the City of Farmers Branch (the “City”) is eligible to participate in the Dallas County Urban County CDBG Program (the “Program”); and

WHEREAS, Chapter 791, Texas Government Code authorizes cities and counties to enter into interlocal cooperation agreements with one another; and

WHEREAS, the City Council of the City of Farmers Branch finds it to be in the public interest to enter into such an interlocal cooperation agreement with Dallas County regarding the City’s participation in the Program.

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

SECTION 1. The City supports the County’s efforts to qualify for the Program and asks that the City’s population be included in the Program for three consecutive years (i.e., Federal Fiscal Years 2021, 2022, and 2023).

SECTION 2. The City acknowledges that during the term of the interlocal cooperation agreement between the City and the County relating to the Program, the City may not apply for grants under HUD’s Small Cities CDBG Program, the State of Texas CDBG program, and may not participate in a HOME consortium while participating in the Program.

SECTION 3. The Mayor and City Manager are hereby authorized to sign on behalf of the City the Agreement of Cooperation for CDBG Program with Dallas County for a period of three years and any additional forms that the U.S. Department of Housing and Urban Development may require, said agreement to be substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 4. This resolution shall be effective immediately upon its approval.

ATTESTED

________________________________________
Amy Piukana, City Secretary

ACCEPTED

________________________________________
Robert C. Dye, Mayor

APPROVED AS TO FORM:

________________________________________
Peter G. Smith, City Attorney

(kbl:5/8/2020:115532)
AGREEMENT of COOPERATION for CDBG/HOME/ESG PROGRAMS

WHEREAS, the 93rd Session of Congress passed, and the President of the United States signed into law, the Housing and Community Development Act of 1974 (PL93-383) which created the Community Development Block Grant (CDBG) program; and

WHEREAS, Dallas County, Texas, is applying to the U.S. Department of Housing and Urban Development (HUD) for Urban County CDBG entitlement status; and

WHEREAS, in order to qualify for this status, Dallas County must enter into cooperation agreements with local governments and have the collective population of the County’s unincorporated area and the participating local governments total at least 100,000 people; and

WHEREAS, Texas cities and counties are authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential housing and community development activities; and

WHEREAS, Texas cities and counties are authorized under Chapter 791, Government Code, to enter into cooperation agreements with one another.

NOW, THEREFORE, BE IT RESOLVED AND AGREED THAT:

The City of Farmers Branch, Texas (hereafter, “City”) supports the efforts of Dallas County, Texas (hereafter “County”) to qualify as an Urban County for the CDBG program and asks that its population be included in such a program beginning for Federal Fiscal Years 2021, 2022, and 2023.

This Cooperation Agreement (“Agreement”) covers the CDBG entitlement program and, when applicable, the HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs.

This Agreement remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received with respect to the three-year qualification period are expended and the funded activities completed, and that the County and City may not terminate or withdraw from the Agreement while the Agreement remains in effect.

The City understands that by executing this CDBG Cooperation Agreement it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the County's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the County. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments; and

3. May receive a formula allocation under the ESG program only through the County.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
County and City shall take all actions necessary to ensure compliance with the Urban County certification by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1968 and other applicable laws.

County and City shall take all actions necessary to ensure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975.

County and City understand and agree that Urban County funding will not be provided for activities, within or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County’s actions to comply with County fair housing certifications.

City understands and agrees that in accordance with 24 CFR §§ 570.501(b) and 570.503 (which requires a written agreement), it shall be subject to the same administrative requirements as a grant fund subrecipient should it receive funding under this program.

City agrees to report to the County any income generated by the expenditure of CDBG, HOME, and/or ESG funds received and that any such program income must be paid to the County to be used for eligible activities in accordance with the original grant requirements.

County is responsible for monitoring and reporting to HUD on the use of any program income. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

City agrees to notify the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition, and further agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG/HOME/ESG funds) for property acquired or improved with CDBG/HOME/ESG funds that is sold or transferred for a use which does not qualify under the CDBG/HOME/ESG regulations.

Any money generated from the disposition or transfer of property acquired using CDBG, HOME, or ESG funds pursuant to this Agreement will be treated as program income and returned to the County prior to, or subsequent to, the close-out, change of status, or termination of this Agreement between the County and City.

City understands that it may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974.

County shall notify City in writing, by the date specified in the HUD urban qualification notice for the next qualification period, of its right not to participate.

City has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrances to or exits from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

City understands that the County will have final responsibility for administering the CDBG/HOME/ESG programs, selecting CDBG/HOME/ESG projects and activities, and making annual grant requests.

City’s Mayor or other legal designee is authorized to sign any additional forms, on behalf of the City, that HUD may require.

APPROVED AND ACCEPTED BY CITY AND COUNTY ON THE DATES SET FORTH BELOW.

____________________________________  ______________________________________
Charles S. Cox, City Manager              Clay Lewis Jenkins, County Judge
City of Farmers Branch, Texas             Dallas County, Texas
____________________________________  ______________________________________
Date                                      Date

ATTEST:

____________________________________
Amy Piukana, City Secretary
City of Farmers Branch, Texas

APPROVED AS TO FORM:

____________________________________
Peter G. Smith, City Attorney
City of Farmers Branch, Texas
Approved as to Form:*

John Creuzot
District Attorney

By: ________________________________

Randall Miller
Assistant District Attorney

*By law, the Dallas County District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).
Consider approving Resolution No. 2020-57 adopting the Dallas County Hazard Mitigation Action Plan Update 2020; authorizing incorporation of said updated Plan into the City's Emergency Operations Plan; and take appropriate action

BACKGROUND:
The Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for various pre-disaster and post-disaster federal funding for mitigation purposes. FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the federal funding. The City of Farmers Branch currently has a FEMA approved plan called the Dallas County Hazard Mitigation Plan. This Dallas County Hazard Mitigation Plan was approved in 2015 that was submitted as a joint plan with Dallas County, Town of Addison, City of Balch Springs, City of Carrollton, City of Cedar Hill, City of Cockrell Hill, City of Coppell, City of DeSoto, City of Duncanville, City of Farmers Branch, City of Glenn Heights, Town of Highland Park, City of Irving, City of Lancaster, City of Richardson, City of Rowlett, City of Sachse, City of Seagoville, Town of Sunnyvale, City of University Park, and City of Wilmer.

In 2019, Dallas County, Farmers Branch and the 19 other jurisdictions collectively updated the 2015 Hazard Mitigation Plan to be submitted and approved by FEMA in 2020. Dallas County hired H2O Partners to assist with the update of the plan and plan submittal to the State and to FEMA. In the Dallas County Hazard Mitigation Plan Update, Farmers Branch outlined a mitigation vision, goals and objectives; assessed risk from a range of hazards; and identified risk reduction strategies and actions for hazards that threaten our community. If the City were awarded federal funding after a disaster, the hazard mitigation plan will be used to develop projects for possible funding.

Each jurisdiction that is partnering in the Dallas County Hazard Mitigation Action Plan 2020 is required to have their Council adopt the plan via Resolution.

DISCUSSION:
The importance of adopting the Dallas County Hazard Mitigation Plan Update is that it allows the City to apply for federal disaster funding. The Plan is a tool for the City to formulate projects to mitigate the various identified hazards (ex. flooding, tornado, etc.) that can and have in the past impacted the City.

The next step is for H2O Partners to submit the Dallas County Hazard Mitigation Plan along with the partner jurisdictional resolutions to FEMA for final approval. Once approved, our Dallas County
Hazard Mitigation Plan 2020 will be in good standing until its next required update in 2025.

Approved Plan Link:
<https://www.dropbox.com/s/yq2voi6i8ld3fvw/Dallas%20County%20HMAP%20-%20APA%20-%20April%202020.pdf?dl=0>

**FISCAL IMPACT:**
There is no cost to the City adopt the plan. The adoption of the plan allows for possible allotment of federal disaster grant funds in the future.

**RECOMMENDATION:**
City Administration recommends approving Resolution No. 2020-57 adopting the Dallas County Hazard Mitigation Action Plan Update 2020 as the City of Farmers Branch’s Hazard Mitigation Action Plan.

**POSSIBLE COUNCIL ACTION:**
1. I move to approve Resolution No. 2020-57 adopting the Dallas County Hazard Mitigation Action Plan Update 2020 as the City of Farmers Branch’s Hazard Mitigation Action Plan.
2. I move to approve Resolution No. 2020-57 adopting the Dallas County Hazard Mitigation Action Plan Update 2020 as the City of Farmers Branch’s Hazard Mitigation Action Plan, with modifications.
3. I move to table the issue for further study or take no action.

**ATTACHMENT(S):**
1. Resolution No. 2020-57
2. DR4272-005 Dallas Co. APA Notice
3. Dallas County Hazard Mitigation Action Plan Update 2020
RESOLUTION NO. 2020-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FARMERS BRANCH, TEXAS, ADOPTING THE DALLAS
COUNTY HAZARD MITIGATION PLAN UPDATE 2020;
AUTHORIZING INCORPORATION OF SAID UPDATED PLAN
INTO THE CITY’S EMERGENCY OPERATIONS PLAN; AND
PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Farmers Branch (the “City”) recognizes the threat that natural hazards pose to people and property within the City of Farmers Branch; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (“FEMA”) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, on January 19, 2016, pursuant to Resolution No. 2016-012, the City Council adopted the Dallas County Hazard Mitigation Plan (“the Plan”) approved by Dallas County on or about December 15, 2015, and incorporated said plan into the City’s Emergency Operations Plan; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, on April 23, 2020, FEMA notified Dallas County that the Dallas County Hazard Mitigation Plan Update 2020 (“the 2020 Plan Update”) had been approved by FEMA subject to approval and adoption of the communities who were participating in the Plan; and

WHEREAS, the City has assessed the community’s potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the 2020 Plan Update outlines a mitigation vision, sets goals and objectives, assesses risk from a range of hazards, and identifies risk reduction strategies and actions for hazards that threaten the community; and

WHEREAS, the City Council of the City of Farmers Branch finds it to be in the public interest to adopt the 2020 Plan Update and to authorize its incorporation into the City’s own emergency planning documents.

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

SECTION 1. The Dallas County Hazard Mitigation Action Plan Update 2020, approved by FEMA on April 23, 2020, is hereby adopted and is authorized to be incorporated as an appendix to and made a part of the City of Farmers Branch Emergency Operations Plan.
SECTION 2. The City will pursue available funding opportunities for implementation of the proposals designated in the 2020 Plan Update, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies.

SECTION 3. The Mayor is hereby vested with the responsibility, authority, and means to inform all parties of this action; assure that the 2020 Plan Update will be reviewed at least annually; and that any needed adjustments will be presented to the City Council for consideration.

SECTION 4. The City will take such other action as may be reasonably necessary to carry out the objectives of the 2020 Update Plan and report on progress as required by FEMA and the Texas Division of Emergency Management.

SECTION 5. This resolution shall be effective immediately upon approval.


ATTEST:  

APPROVED:  

Amy Piukana, City Secretary  
Robert C. Dye, Mayor  

APPROVED AS TO FORM:  

Peter G. Smith, City Attorney  

(kbl:4/30/2020:115368)
Consider approving Resolution No. 2020-62 authorizing the City Manager to purchase replacement desktop, laptop and rugged mobile computer systems and associated accessories in an amount not to exceed $130,000 from Dell Marketing, L.P.; and take appropriate action

BACKGROUND:
The City replaces computers on a four year cycle (subject to funding availability), which is a benchmark that generally corresponds to the useful life and supportability of these devices. The FY 2019-2020 budget includes funding for the routine replacement of a proportion of the City’s desktop and laptop computer systems, including specialty ruggedized mobile computers for public safety and other field work.

DISCUSSION:
The City of Farmers Branch requested vendor quotations utilizing the State of Texas Department of Information Resources contract pricing for automated information systems. City Administration evaluated the quotations as to meeting specifications and desires to award the purchase of the computer hardware to Dell Marketing, L.P.

The FY 2019-2020 budget provides funding for the purchase of ruggedized mobile computers and docking units for Public Safety, desktop computers, laptop computers and associated accessories, such as monitors, docking stations, carry cases and sounds bars. The hardware will be procured under a cooperative purchasing contract through the Texas Department of Information Resources (DIR), contract number DIR-TSO-3763. It is anticipated that the proposed procurement from Dell Marketing, L.P. would include the following items, but quantities and configurations may change slightly, dependent upon final analysis:

(10) Ruggedized Mobile Computers for Fire $32,000
(14) Computer Docking Units for Fire $10,304
(5) Ruggedized Mobile Computer for Non-Public Safety $13,190
(45) Standard Desktop Computers $41,175
(25) Standard Laptop Computers and Docking Units $30,000
Misc. Items (monitors, keyboards, etc.) $2,400

FISCAL IMPACT:
Budgeted Financial Impact is $130,000 from Innovation & Technology Operating Account 1012112
620025.

RECOMMENDATION:
City Administration recommends approving the purchase of replacement ruggedized mobile computers, desktop and laptop computer systems and associated accessories from Dell Marketing, L.P. utilizing the State of Texas catalog purchasing procedures, in an amount not to exceed $130,000.

POSSIBLE COUNCIL ACTION:
1. I move to approve Resolution No. 2020-62 authorizing the City Manager to purchase replacement desktop and laptop computer systems and associated accessories in an amount not to exceed $130,000.
2. I move to approve Resolution No. 2020-62 authorizing the City Manager to purchase replacement desktop and laptop computer systems and associated accessories in an amount not to exceed $130,000, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENT(S):
2. Dell Quotes
3. Contract Certificate 1295 Letter
RESOLUTION NO. 2020-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE CITY MANAGER TO PURCHASE REPLACEMENT DESKTOP, LAPTOP, AND RUGGED MOBILE COMPUTER SYSTEMS AND ASSOCIATED ACCESSORIES IN AN AMOUNT NOT TO EXCEED $130,000 FROM DELL MARKETING, L.P. UTILIZING THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT PRICING FOR AUTOMATED INFORMATION SYSTEMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmers Branch, Texas, pursuant to the authority granted by Section 271.081 – 271.083 Local Government Code, V.T.C.A., desires to participate in the described purchasing programs of the State Catalog Purchase procedures for automated information systems; and

WHEREAS, the FY 2019-2020 budget includes funds for information technology purchases of new and replacement equipment; and

WHEREAS, City Administration prepared desktop, laptop, and rugged mobile computers specifications and requested vendor quotations utilizing the State of Texas Department of Information Resources contract DIR-TSO-3763; and

WHEREAS, City Administration has determined that desktops, laptops, and rugged mobile computers which meet specifications can be purchased from Dell Marketing, L.P. through the State of Texas Department of Information Resources contract DIR-TSO-3763 for an amount not to exceed $130,000; and

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

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

SECTION 1. The City Manager is hereby authorized to take such action as necessary to purchase replacement desktop, laptop, and rugged mobile computer systems and associated accessories from Dell Marketing, L.P. through the State of Texas Department of Information Resources contract DIR-TSO-3763 in an amount not to exceed $130,000.

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

(kbl:5/8/2020:115553)
A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we’ve created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

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Sales Rep: Jennifer Bray
Phone: (800) 456-3355, 5139135
Email: Jennifer_Bray@Dell.com
Billing To: ACCOUNTS PAYABLE
CITY OF FARMERS BRANCH
PO BOX 819010
DALLAS, TX 75381-9010

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order.

Thank you for shopping with Dell!

Regards,
Jennifer Bray

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<td>Docking Station and LPS-137 with Triple Pass-through</td>
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<td>Antenna for Dell's Latitude 14 Rugged and Latitude 12 &amp; 14</td>
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<td>Rugged Extreme Notebooks</td>
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Shipping: $0.00
Non-Taxable Amount: $42,304.00
Taxable Amount: $0.00
Estimated Tax: $0.00
Total: $42,304.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
# Dell Latitude 7424

Estimated delivery if purchased today:  
Jun. 01, 2020  
Contract # C000000006841  
Customer Agreement # DIR-TSO-3763  

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Total Subtotal: $32,000.00

Page 2
Docking Station and LPS-137 with Triple Pass-through Antenna for Dell’s Latitude 14 Rugged and Latitude 12 & 14 Rugged Extreme Notebooks

Estimated delivery if purchased today: Apr. 23, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

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Subtotal: $42,304.00
Shipping: $0.00
Estimated Tax: $0.00
Total: $42,304.00
**Important Notes**

**Terms of Sale**

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote (“Supplier”) and the entity to whom this Quote was issued (“Customer”). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

**Governing Terms**: This Quote is subject to: (a) a separate written agreement between Customer or Customer’s affiliate and Supplier or a Supplier’s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell’s Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the “Governing Terms”). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions**: Customer’s use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

**Offer-Specific, Third Party and Program Specific Terms**: Customer’s use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms (“Offer Specific Terms”).

**In case of Resale only**: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only**: If Customer intends to enter into a financing arrangement (“Financing Agreement”) for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier (“FS”), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer’s use (and Customer’s resale of and the end-user’s use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier’s compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer’s invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^Dell Business Credit (DBC):**
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.
A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we’ve created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

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Customer #: 123919860
Quoted On: Apr. 14, 2020
Expires by: May. 14, 2020
Deal ID: 19398680
Sales Rep: Jennifer Bray
Phone: (800) 456-3355, 5139135
Email: Jennifer_Bray@Dell.com
Billing To: ACCOUNTS PAYABLE
CITY OF FARMERS BRANCH
13000 WILLIAM DODSON PKWY
FARMERS BRANCH, TX 75234-6253

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you’re ready to place an order. Thank you for shopping with Dell!

Regards,
Jennifer Bray

<table>
<thead>
<tr>
<th>Product</th>
<th>Unit Price</th>
<th>Qty</th>
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Subtotal: $1,198.27
Shipping: $0.00
Non-Taxable Amount: $1,198.27
Taxable Amount: $0.00
Estimated Tax: $0.00
Total: $1,198.27

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
Dell Latitude 5500

Estimated delivery if purchased today: May. 27, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

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<td>379-BDLD</td>
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<tr>
<td>Win 10 Pro 64 English, French, Spanish</td>
<td>619-AHKN</td>
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<td>1</td>
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<tr>
<td>No AutoPilot</td>
<td>340-CKSZ</td>
<td>-</td>
<td>1</td>
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<tr>
<td>Microsoft(R) Office 30 Days Trial</td>
<td>658-BCSB</td>
<td>-</td>
<td>1</td>
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<tr>
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<td>631-ACCI</td>
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<tr>
<td>8GB, 1x8GB, DDR4 Non-ECC</td>
<td>370-AECX</td>
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<tr>
<td>15.6&quot; FHD WVA (1920 x 1080) Anti-Glare Non-Touch, Camera &amp; Mic, WLAN/WWAN Capable, Privacy Shutter</td>
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<td>No Anti-Virus Software</td>
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<td>OS-Windows Media Not Included</td>
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<tr>
<td>Setup and Features Guide</td>
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<td>US Order</td>
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<td>Fixed Hardware Configuration</td>
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<td>SupportAssist</td>
<td>525-BBCL</td>
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<tr>
<td>Dell(TM) Digital Delivery Cirrus Client</td>
<td>640-BBLW</td>
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<td></td>
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<tr>
<td>Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)</td>
<td>658-BBMR</td>
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<td>Waves Maxx Audio</td>
<td>658-BBRB</td>
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<tr>
<td>Dell Developed Recovery Environment</td>
<td>658-BCUV</td>
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<td>Dell Power Manager</td>
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<td>Dell Latitude 5500 SRV</td>
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Intel Core(TM) i5 Processor Label 389-CGBBB - 1 -
No Option Included 340-ACQQ - 1 -
No Mouse 570-AADK - 1 -
No Resource DVD / USB 430-XXYG - 1 -
ENERGY STAR Qualified 387-BBNO - 1 -
Smart Selection Shipment (S) 800-BBQI - 1 -
EAN label 389-BKKL - 1 -
No Removable CD/DVD Drive 429-AATO - 1 -
Latitude 5500 bottom door 321-BELH - 1 -
Dell Limited Hardware Warranty Extended Year(s) 975-3461 - 1 -
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport or call 1-866-516-3115 989-3449 - 1 -
Dell Limited Hardware Warranty 997-8317 - 1 -
ProSupport: 7x24 Technical Support, 4 Years 997-8346 - 1 -
ProSupport: Next Business Day Onsite, 1 Year 997-8349 - 1 -
ProSupport: Next Business Day Onsite, 3 Year Extended 997-8357 - 1 -

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**Dell Pro Briefcase 15 (PO1520C)**

Estimated delivery if purchased today: Apr. 20, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

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**Dell Dock- WD19 130w Power Delivery - 180w AC**

Estimated delivery if purchased today: May. 08, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

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Subtotal: $1,198.27
Shipping: $0.00
Estimated Tax: $0.00

Total: $1,198.27
Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote (“Supplier”) and the entity to whom this Quote was issued (“Customer”). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer’s affiliate and Supplier or a Supplier’s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell’s Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the “Governing Terms”). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer’s use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dellmc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer’s use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms (“Offer Specific Terms”).

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement (“Financing Agreement”) for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier (“FS”), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer’s use (and Customer’s resale of and the end-user’s use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier’s compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement. For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer’s invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC): OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.
A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we’ve created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

**Quote No.** 3000058977014.1
**Total** $913.64
**Customer #** 123919860
**Quoted On** Apr. 02, 2020
**Expires by** May. 02, 2020
**Deal ID** 16630776

**Sales Rep** Jennifer Bray
**Phone** (800) 456-3355, 5139135
**Email** Jennifer_Bray@Dell.com
**Billing To** ACCOUNTS PAYABLE
CITY OF FARMERS BRANCH
13000 WILLIAM DODSON PKWY
FARMERS BRANCH, TX 75234-6253

**Message from your Sales Rep**

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Jennifer Bray

<table>
<thead>
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<th>Product</th>
<th>Unit Price</th>
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<th>Subtotal</th>
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
### OptiPlex 5070 SFF MLK

Estimated delivery if purchased today: May. 14, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

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<tr>
<td>Win 10 Pro 64 English, French, Spanish</td>
<td>619-AHKN</td>
<td>-</td>
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<tr>
<td>No AutoPilot</td>
<td>340-CKSZ</td>
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<tr>
<td>Microsoft(R) Office 30 Days Trial</td>
<td>658-BCSB</td>
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<tr>
<td>8GB 1X8GB 2666MHz DDR4 Memory</td>
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<tr>
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<td>400-BEUP</td>
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<td>M.2 22x30 Thermal Pad</td>
<td>412-AAQT</td>
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<td>Dell(TM) Digital Delivery Cirrus Client</td>
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**Subtotal:** $913.64  
**Shipping:** $0.00  
**Estimated Tax:** $0.00  
**Total:** $913.64
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A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we’ve created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this Quote to Order.

Quote No. 3000060665040.1
Customer # 123919860
Quoted On May. 06, 2020
Expires by Jun. 05, 2020
Deal ID 19398680

Sales Rep Jennifer Bray
Phone (800) 456-3355, 5139135
Email Jennifer_Bray@Dell.com

Billing To ACCOUNTS PAYABLE
CITY OF FARMERS BRANCH
13000 WILLIAM DODSON PKWY
FARMERS BRANCH, TX 75234-6253

Message from your Sales Rep
Please contact your Dell sales representative if you have any questions or when you’re ready to place an order. Thank you for shopping with Dell!

Regards,
Jennifer Bray

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Shipping: $0.00
Non-Taxable Amount: $9,889.97
Taxable Amount: $0.00
Estimated Tax: $0.00

Total: $9,889.97

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.
### Dell Latitude 7220

Estimated delivery if purchased today: Jun. 29, 2020

Contract # C000000006841

Customer Agreement # DIR-TSO-3763

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Supplier Software Licenses and Services Descriptions: Customer’s use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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March 24, 2020

Dear Sirs,

Dell Marketing LP is a wholly owned subsidiary of Dell Technologies Inc., a publicly traded business entity since December 2018.

This is publicly available information and is posted on the SEC website, for a SEC reference document please see the following that lists all subsidiaries of Dell Technologies, Inc. as of the date specified:

https://www.sec.gov/Archives/edgar/data/1571996/000157199619000008/exhibit 211_020119.htm

Dennis Brabandt
Dennis Brabandt
Dell Marketing L.P.
Contract Program Manager
Consider approving Resolution No. 2020-63 awarding the bid and authorizing a unit price contract to Aushill Construction, LLC. for the Water Main Replacement 2020; and take appropriate action

BACKGROUND:
The 2019-2020 Capital Improvement Program, Utility Replacement & Improvement provides funding for the rehabilitation of water lines and sanitary sewers. The water mains in Morningstar Lane and Morningstar Circle will be replaced. The water mains scheduled to be replaced are over 50 years old and in poor condition.

DISCUSSION:
On May 12, 2020, nine (9) bids were received, opened and all bids met specifications. The low bidder is Aushill Construction, LLC. with a bid in the amount of $256,135.00. The successful contractor has performed similar projects for the City of Farmers Branch in the past and has provided adequate references. The contract time is 120 calendar days. The proposed contract was prepared using estimated quantities and will be awarded on a unit price basis.

This item is consistent with City’s Guiding Principles relative to providing functional, sustainable, and well-maintained infrastructure, facilities and equipment.

FISCAL IMPACT:
Budgeted Financial Impact (2019-2020 Capital Improvement Program, Non-Bond Utility Fund, $256,135.00)

RECOMMENDATION:
City Administration recommends the approval of Resolution No. 2020-063 awarding the bid and authorizing a unit price contract with Aushill Construction, LLC. for the Water Main Replacement 2020 in the amount of $256,135.00.

POSSIBLE COUNCIL ACTION:
1. I move to approve Resolution No. 2020-063 authorizing a contract with Aushill Construction, LLC. for the Water Main Replacement 2020 Project.
2. I move to approve Resolution No. 2020-063 authorizing a contract with Aushill Construction, LLC. for the Water Main Replacement 2020 Project, with modifications.
3. I move to table the issue for further study or take no action.
ATTACHMENT(S):
1. Location Map
2. Resolution No. 2020-063
3. Bid Tabulation
RESOLUTION NO. 2020-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS AWARDING A CONTRACT TO AUSHILL CONSTRUCTION, LLC FOR THE WATER MAIN REPLACEMENT 2020 PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2019-2020 Capital Improvement Utility Non-Bond Fund provides for the replacement of water mains along Morningstar Lane and Morningstar Circle (“the Project”); and

WHEREAS, City Administration, having received and opened bids for the Project and having determined that Aushill Construction, LLC has submitted the lowest most qualified bid in the amount of $256,135.00, City Administration recommends a unit price contract be awarded to Aushill Construction, LLC to perform the Project; and

WHEREAS, the City Council of the City of Farmers Branch, Texas finds it to be in the public interest to accept the recommendation of the City Administration and award the above-described unit price contract to Aushill Construction, LLC;

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

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City a unit price contract with Aushill Construction, LLC for construction of the Project in the amount of $256,135.00, as well as such change orders to said contract as the City Manager deems reasonable, necessary, and in the public interest which are in compliance with applicable law and City policy.

SECTION 2. This Resolution shall become effective immediately upon its passage.


ATTEST:                      APPROVED:
_____________________________    ______________________________
Amy Piukana, City Secretary    Robert C. Dye, Mayor

APPROVED AS TO FORM:

______________________________
Peter G. Smith, City Attorney

(kbl:5/12/2020:115603)
## 2019-20 Morningstar Water Main Replacement:

### Sunglow to Ridge oak

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<th>Total</th>
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<th>Total</th>
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<tbody>
<tr>
<td>MORNINGSTAR WATER MAIN REPLACEMENT TOTAL:</td>
<td>$256,135.00</td>
<td>$256,180.00</td>
<td>$265,532.50</td>
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</tbody>
</table>

*1 Submitted bid was reduced by $58,500 due to bidder's math error
*2 Submitted bid was increased by $15,000 due to bidder's math error

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
<th>Total</th>
<th>Total</th>
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<tbody>
<tr>
<td>MORNINGSTAR WATER MAIN REPLACEMENT TOTAL:</td>
<td>$303,050.00</td>
<td>$316,680.00</td>
<td>$328,000.00</td>
<td>$343,201.25</td>
</tr>
</tbody>
</table>
Consider approving Resolution No. 2020-59 authorizing the City Council to appoint a shared member to serve on DART Board of Directors; and take appropriate action

BACKGROUND:
With the resignation of Lissa Smith on the Dallas Area Rapid Transit Board of Directors a vacancy occurred to fill the unexpired term ending on June 30, 2020. The City Council appointed Mayor Robert C. Dye to fill this vacancy on February 2020 for an unexpired term ending 6/30/2020.

Mayor Dye has enjoyed serving on DART Board of Directors and is seeking reappointment. Tonight, City Council will consider approving Resolution No. 2020-59 appointing Robert C. Dye as a shared member to serve on the Dallas Area Rapid Transit (DART) Board of Directors for a full two-year term ending 6/30/2022.

RECOMMENDATION:
City Administration recommends approving Resolution No. 2020-33 authorizing the City Council to appoint Robert C. Dye to serve on DART Board of Directors to fill a full term ending 6/30/2022.

POSSIBLE COUNCIL ACTION:
1. I move to approve Resolution No. 2020-59, as presented.
2. I move to approve Resolution No. 2020-59, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENT(S):
1. Robert Dye - Application
2. Robert Dye - Letter
3. Resolution No. 2020-59
BOARD/COMMISSION APPLICATION DATA FORM

☑ Yes, I am interested in being considered for reappointment to this board.
☐ No, I am not interested in reappointment.

Please print full legal name and your name as you wish it to appear, if different.

Robert C. Dye

Name of Board/Commission
DART Board of Directors – Plano and Farmers Branch Member

Home Address
13218 Bee Street, Farmers Branch, TX 75234

County
Dallas

Home Telephone Number
469.877.4165

Voter Registration #
1020166274

Home Fax Number

Driver’s License #
19441724

Home E-mail Address
Robert.dye@farmersbranchtx.gov

Business Owner: ☐ Yes ☒ No

Name of Employer
Woodhaven Commercial Development, LLC

Work Address
13218 Bee Street, Farmers Branch, TX 75234

Work Telephone Number
469.877.4165

Work Fax Number

Work E-mail Address
rob@woodhavendevelopment.com

All appointees to City Boards, Commissions and Committees must:
• Be residents of the City for at least 12 consecutive months prior to appointment/reappointment to a board or commission;
• Have a current and valid voter registration;
• Adhere to a Code of Conduct;
• Those serving on final decision-making boards cannot have financial interest in a contract with the City;
• Have no indebtedness to the City (i.e., unpaid taxes, library fines, etc); and
• Attend at least 75% of regular meetings;

By my signature below I affirm that: I have been a resident of Plano for the past consecutive 12 months; I am qualified to vote; and, I am not indebted to the City of Plano.

Signature
Date

If appointed I will meet/exceed the minimum attendance requirements and I am aware of the City’s Code of Conduct.

Please return this data sheet by Friday, May 8th via: alices@plano.gov, 972-423-9587 (fax) or City Secretary, City of Plano, P.O. Box 860358, Plano, TX 75086-0358
May 7, 2020

Ms. Amy Piukana
City Secretary
City of Farmers Branch
City Hall
13000 William Dodson Parkway
Farmers Branch, TX 75234

Re: Appointment of Farmers Branch Representative to DART’s Board of Directors

Dear Ms. Piukana:

Members of DART’s Board of Directors serve staggered two-year terms pursuant to Section 452.578 of the Texas Transportation Code. Robert C. Dye was appointed to represent the term shared by the City of Plano and the City of Farmers Branch. His term of office will expire on June 30, 2020.

Please send or email a copy of the resolution appointing or re-appointing a representative to the DART Board of Directors to the attention of:

Nancy K. Johnson
Director, Office of Board Support
Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266
NJJohnson@DART.org

If you have any questions regarding this matter, please call me at (214) 749-3347 or email me at the email address noted above.

Sincerely,

Nancy K. Johnson
Director, Office of Board Support

NKJ/ln

Cc: Paul N. Wageman, Chair, DART Board of Directors
    Gary C. Thomas, DART President/Executive Director
    Gene Gamez, DART General Counsel
RESOLUTION NO. 2020-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, REAPPOINTING ROBERT C. DYE TO THE AGGREGATE POSITION OF REPRESENTATIVE TO THE DALLAS AREA TRANSIT AUTHORITY (“DART”) BOARD OF DIRECTORS, WHICH FRACTIONAL ALLOCATION MEMBERSHIP IS SHARED BY THE CITY OF FARMERS BRANCH AND THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Transportation Code, Section 452.573, authorizes cities having a fractional allocation for board membership to aggregate their populations in order to appoint a member of the board of the rapid transit authority; and

WHEREAS, the City of Farmers Branch and the City of Plano have mutually agreed to aggregate population for the selection of a Dallas Area Rapid Transit Authority Board Member; and

WHEREAS, Robert C. Dye is presently serving in the aggregated position of representative to the DART Board of Directors;

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

SECTION 1. The City of Farmers Branch hereby reappoints Robert C. Dye as a member of the DART Board of Directors to serve a two (2) year term ending June 30, 2022.

SECTION 2. The City of Plano having concurred, the City of Farmers Branch, Texas, hereby reappoints Robert C. Dye to serve on the DART Board of Directors in the aggregated position for the term ending June 30, 2022.

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


ATTEST:                         APPROVED:

_____________________________  __________________________
Amy M. Piukana, City Secretary  Robert C. Dye, Mayor

APPROVED AS TO FORM:

_____________________________
Peter G. Smith, City Attorney
(PGS-05-11-20:TM 115539)
Consider approving Resolution No. 2020-64 authorizing the City Council to appoint Mayor Kevin Falconer as Primary Representative and Mayor Robert C. Dye as the Alternate Representative to the Regional Transportation Council; and take appropriate action.

BACKGROUND:
The Regional Transportation Council (RTC) is composed primarily of local elected officials. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

The cities of Carrollton and Farmers Branch share a seat on the Regional Transportation Council. The person serving shall serve a two-year term. Mayor Dye has already served one term and is requesting to serve again.

RECOMMENDATION:
City Administration recommends approving Resolution No. 2020-64 authorizing the City Council to appoint Mayor Kevin Falconer as Primary and Mayor Robert C. Dye to serve as Alternate on the Regional Transportation Council to fill a full term ending 6/30/2022.

POSSIBLE COUNCIL ACTION:
1. I move to approve Resolution No. 2020-59, as presented.
2. I move to approve Resolution No. 2020-59, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENT(S):
1. RTC Letter
3. Resolution No. 2020-59
April 23, 2020

The Honorable Kevin Falconer
Mayor
City of Carrollton
PO Box 110535
Carrollton, TX 75011-0535

The Honorable Robert C. Dye
Mayor
City of Farmers Branch
13000 William Dodson Pkwy.
Farmers Branch, TX 75234

Dear Mayors Falconer and Dye:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Membership on the Regional Transportation Council is either by direct membership or group representation. Each seat on the Regional Transportation Council will be provided a primary member and permitted an alternate member. The cities of Carrollton and Farmers Branch share a seat on the Regional Transportation Council. The RTC’s Bylaws and Operating Procedures state that the person representing a group of several cities shall be selected by the mayors using a weighted vote of the maximum population or employment of the cities represented, and the person selected shall serve a two-year term beginning in July of even-numbered years and shall be serving on one of the governing bodies they represent. A table containing population and employment figures is enclosed. The Bylaws further state that in the spirit of integrated transportation planning, all cities within a city-only cluster are eligible to hold the RTC membership seat for the cluster, and the cities should strongly consider rotation of the seat among the entities within the respective cluster. Items to consider when contemplating seat rotation may include: 1) a natural break in a member’s government service, such as the conclusion of an elected term, 2) a member’s potential to gain an officer position or advance through the officer ranks, 3) a member’s strong performance and commitment to transportation planning, or 4) the critical nature of a particular issue or project and its impact on an entity within the cluster.

An alternate member is the individual appointed to represent an entity or group of entities on the Regional Transportation Council in the absence of the primary member. The alternate member must be predetermined in advance of a meeting and will have voting rights in the absence of the primary member. An entity or group of entities may elect to appoint its alternate member(s) from a pool of eligible nominees. The same requirements apply to alternate members as to primary members. If a primary member is an elected official, then the alternate member must also be an elected official; if a primary member is a non-elected individual, then the alternate member can be either a non-elected individual or an elected official. A best practice for city-only clusters may be to appoint the alternate member from an eligible entity within the cluster that is not providing the primary member.
Your current primary representative on the RTC is Kevin Falconer, Mayor, City of Carrollton. Your current alternate representative is Robert Dye, Mayor, City of Farmers Branch. You may choose to keep your current representatives or appoint a new primary representative and/or alternate representative. All appointments, whether a reappointment or new appointment, must be received by June 30, 2020. Per the RTC Bylaws, the new two-year terms begin in July. Please email (VPruitt-Jenkins@nctcog.org), mail (P.O. Box 5888, Arlington, TX 76005-5888), or fax (817/640-3028) your correspondence to Vercie Pruitt-Jenkins of NCTCOG. Please note that your designations must be confirmed in writing by all entities included in this group. Once the appointments have been determined by weighted vote, confirmation of the primary and/or alternate member(s) will be provided to your group.

In addition, the Regional Transportation Council has established an Ethics Policy in accordance with Section 472.034 of the Texas Transportation Code. This policy applies to both primary and alternate RTC members, whether elected or non-elected. All RTC members must also adhere to Chapter 171 of the Local Government Code and to the Code of Ethics from their respective local governments and public agencies. Please remind your representatives to be cognizant of these policies and codes.

We understand that each of you are currently dealing with guidelines and restrictions related to the Coronavirus or COVID-19 pandemic; we are transmitting this request in advance with the hope that it will help you to provide your designations by the June 30, 2020, deadline. Entities that have not responded by the end of May will be reminded to provide their designation. Due to Regional Transportation Council Chair Andy Eads’ current focus on responsibilities related to COVID-19, this correspondence is being transmitted on the Chair’s behalf.

Please contact Vercie Pruitt-Jenkins at VPruitt-Jenkins@nctcog.org or 817/608-2325 if you have any questions. We look forward to hearing from you.

Sincerely,

Michael Morris, P.E.
Director of Transportation

VPJ
Enclosure

cc: Mr. Charles Cox, City Manager, City of Farmers Branch
Ms. Erin Rinehart, City Manager, City of Carrollton
RESOLUTION NO. 2020-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, APPOINTING MAYOR KEVIN FALCONER TO THE AGGREGATED POSITION OF PRIMARY REPRESENTATIVE, AND MAYOR ROBERT C. DYE TO THE AGGREGATED POSITION OF ALTERNATE REPRESENTATIVE, TO THE REGIONAL TRANSPORTATION COUNCIL OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, WHICH FRACTIONAL ALLOCATION MEMBERSHIP IS SHARED WITH THE CITY OF CARROLLTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, regional transportation planning and improved mobility are goals of the City of Farmers Branch; and

WHEREAS, the City of Farmers Branch desires to have a representative on the Regional Transportation Council; and

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

SECTION 1. Kevin Falconer, Mayor of the City of Carrollton, is hereby appointed as Primary Representative to the Regional Transportation Council of the North Central Texas Council of Governments for the term ending June 30, 2022.

SECTION 2. Robert C. Dye, Mayor of the City of Farmers Branch, is hereby appointed as Alternate Representative to the Regional Transportation Council of the North Central Texas Council of Governments for the term ending June 30, 2022.

SECTION 3. That this Resolution shall become effective immediately from and after its passage.


ATTEST:  
Amy M. Piukana, City Secretary  

APPROVED:  
Robert C. Dye, Mayor  

APPROVED AS TO FORM:  

Peter G. Smith, City Attorney
( PG5:05-12-20/TM 115587)
Consider appointing a member to the Mayor’s IH-35E Betterments Task Force; and take appropriate action

BACKGROUND:
The City Council approved Resolution No. 2020-25 establishing the Mayor’s IH-35E Betterments Task Force to identify opportunities for improving mobility and aesthetics of the IH-35E highway corridor within the City of Farmers Branch. With the recent resignation of Giovanni Zavala (Planning and Zoning Commission), a vacancy has occurred. Planning and Zoning Commissioner Tim Yarbrough has applied to fill this vacancy on the Mayor’s IH-35E Betterments Task Force.

DISCUSSION:
The Resolution states the Task Force Appointments shall consist of the Mayor, Director of Planning (and/or designee), Director of Public Works (and/or designee), Director of Sustainability and Public Health (and/or designee), Director of Parks and Recreation (and/or designee), one member of the Planning and Zoning Commission, one member of the Public Arts and Culture Committee, and other members as deemed necessary by the Mayor with the consent of the Council.

The following members currently serve on the Mayor’s IH-35E Betterments Task Force:

- Matthew Peters (Public Arts and Culture Committee)
- Marc Bentley (Public Works Department)
- VACANT (Planning and Zoning Commission)
- Robert C. Dye (Mayor)
- Pam Smith (Parks and Recreation Department)
- John Land (Deputy City Manager/City Manager’s Office)
- Tina Firgens (Planning Department)
- Shane Davis (Sustainability and Public Health Department)
- Cristal Retana (Council Member)

RECOMMENDATION:
City Administration recommends the City Council appoint Tim Yarbrough to serve on the Mayor’s IH-35E Betterments Task Force.

POSSIBLE COUNCIL ACTION:
1. I move to appoint Tim Yarbrough to serve on the Mayor’s IH-35E Betterments Task Force.
2. I move to table the issue for further study or take no action.

ATTACHMENT:
1. Board Details
2. Resolution No. 2020-25
The purpose of the Mayor's IH-35E Betterments Task Force is to identify opportunities for improving mobility and aesthetics of the IH-35E Highway corridor within the City of Farmers Branch including but not limited to structural improvements, intersection designs, sidewalks, hike and bike trail connectivity, landscaping, lighting, public art, and overhead utility relocation, and to make recommendations as needed to the Mayor and City Council. The Mayor's IH-35E Betterments Task Force shall dissolve on December 31, 2020 unless otherwise continued by resolution of the City Council.

Overview

- Size 8 Seats
- Term Length N/A
- Term Limit N/A

Additional

Special Qualifications Required

(i) Mayor (ii) Director of the Planning Department and/or designee; (iii) Director of the Public Works Department and/or designee; (iv) Director of Sustainability and Public Health Department and/or designee; (v) Director of Parks and Recreation Department and/or designee; (vi) Planning and Zoning Commissioner (vii) Public Arts and Culture Committee member (viii) Other individuals as may be appointed by the Mayor from time to time and confirmed by the City Council. The members of the Mayor's IH-35E Betterments Task Force appointed by the Mayor pursuant to serve at the pleasure of the Mayor and may be removed at any time by the Mayor. An application for consideration of appointment to the Task Force shall not be required. The Mayor shall serve as the Chair of the Task Force.

Duties

The purpose of the Mayor's IH-35E Betterments Task Force is to identify opportunities for improving mobility and aesthetics of the IH-35E Highway corridor within the City of Farmers Branch including but not limited to structural improvements, intersection designs, sidewalks, hike and bike trail connectivity, landscaping, lighting, public art, and overhead utility relocation, and to make recommendations as needed to the Mayor and City Council.

Meetings

The Mayor's IH-35E Betterments Task Force shall meet at such times as may be called by the Mayor.
RESOLUTION NO. 2020-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, ESTABLISHING THE MAYOR’S IH-35E BETTERMENTS TASK FORCE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Farmers Branch desires to establish an ad hoc committee to be known as the Mayor’s IH-35E Betterments Task Force to identify opportunities for improving mobility and aesthetics of the IH-35E Highway corridor within the City of Farmers Branch, Texas;

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

SECTION 1. There is hereby created an ad hoc committee to be known as the “Mayor’s IH-35E Betterments Task Force” which shall have the following purposes and be subject to the following:

A. Purpose. The purpose of the Mayor’s IH-35E Betterments Task Force is to identify opportunities for improving mobility and aesthetics of the IH-35E Highway corridor within the City of Farmers Branch including but not limited to structural improvements, intersection designs, sidewalks, hike and bike trail connectivity, landscaping, lighting, public art, and overhead utility relocation, and to make recommendations as needed to the Mayor and City Council.

B. Members. The Mayor’s IH-35E Betterments Task Force shall consist of: (i) the Mayor; (ii) Director of the Planning Department and/or designee; (iii) the Director of the Public Works Department and/or designee; (iv) the Director of Sustainability and Public Health Department and/or designee; (v) the Director of Parks and Recreation Department and/or designee; and (vi) one member of the Planning and Zoning Commission, one member of the Public Arts and Culture Committee and such other individuals as may be appointed by the Mayor from time to time and confirmed by the City Council. The members of the Mayor’s IH-35E Betterments Task Force appointed by the Mayor pursuant to Section B (vi) above serve at the pleasure of the Mayor and may be removed at any time by the Mayor. An application for consideration of appointment to the Task Force shall not be required. The Mayor shall serve as the Chair of the Task Force.

C. Meetings. The Mayor’s IH-35E Betterments Task Force shall meet at such times as may be called by the Mayor.

D. Sunset. The Mayor’s IH-35E Betterments Task Force shall dissolve on December 31, 2020 unless otherwise continued by resolution of the City Council.
SECTION 2. This resolution shall become effective immediately upon its approval.


ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(TM 113507)

APPROVED:

Robert C. Dye, Mayor
Consider approving Resolution No. 2020-65 authorizing the Mayor to establish Select Committees; and take appropriate action

BACKGROUND:
The proposed resolution authorizes the Mayor to establish Select Committees (adhoc advisory committees) to assist and support the Mayor with important community issues. The Committees will serve solely in an advisory capacity to the Mayor and shall not require expenditure of City funds other than normal support from City staff for meetings.

The number of members shall be determined by the Mayor, and the Committees shall include at least one Council Member but not more than two Council Members appointed by the Mayor.

The Mayor shall provide the City Council bi-monthly reports on the activities of each Select Committee. The Committees shall sunset six months after the date of formation by the Mayor unless the City Council extends by motion.

FISCAL IMPACT:
1. No Financial Impact

RECOMMENDATION:
The City Council may approve Resolution No. 2020-65.

POSSIBLE COUNCIL ACTION:
1. Motion to approve Resolution No. 2020-65.
2. Motion to approve Resolution No. 2020-65 with the following modifications…
3. Motion to deny Resolution No. 2020-65.
4. Motion to table the issue for further study or take no action.

ATTACHMENT(S):
1. Resolution No. 2020-65
RESOLUTION NO. 2020-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE MAYOR TO ESTABLISH SELECT COMMITTEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2.06 of the City Charter provides that the City Council may establish committees from time to time; and

WHEREAS, the City Charter does not expressly authorize the Mayor to establish ad hoc advisory committees without the approval of the City Council; and

WHEREAS, the City Council desires to authorize the Mayor to establish ad hoc committees from time to time for matters of pressing community importance to assist and support the mayor in such matters;

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

SECTION 1. The Mayor may establish Advisory Committees from time to time for matters of pressing Farmers Branch community importance (“Select Committees”).

SECTION 2. A Select Committee may consist of such persons appointed by the Mayor. The number of members of the Select Committee shall be determined by the Mayor; provided, however, each Select Committee shall include at least one Council Member but not more than two Council Members appointed by the Mayor. Council Members may not serve on consecutively established Select Committees established by the Mayor.

SECTION 3. Each Select Committee shall serve solely in an advisory capacity to the Mayor on the matter of community importance; and shall not require the expenditure of City funds other than the normal City staff support for a City committee.

SECTION 4. The Mayor shall notify the City Council and City Secretary in writing when a Select Committee is established and the number of members, the names of the members appointed, and the subject matter of pressing community importance warranting the establishment of such Select Committee. The Mayor shall provide the City Council bi-monthly reports on the activities of each Select Committee, which reports may be in writing and/or as oral presentations made to the City Council at City Council Workshop meetings.

SECTION 5. Each Select Committee shall sunset six months after the date of formation by the Mayor unless the City Council by motion or formal resolution approves the continuance of such Select Committee setting forth the period time of such extension or establishing a new sunset date.

SECTION 6. This Resolution shall be effective immediately upon its approval.

ATTEST:                                    APPROVED:

Amy M. Piukana, City Secretary              Robert C. Dye, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

(PGS:05-13-2020:TM 115613)
Discuss and receive medical, city facility programming, and financial updates related to the COVID-19 Pandemic

Staff will provide an update and overview on COVID-19 and its effects in Farmers Branch.

ATTACHMENT:
1. COVID-19 Facility Opening Discussion
COVID-19 Update

Facility Reopening
Welcome Back
Same Great Service, Safety-Focused Service Delivery

Facilities Opening
• City Hall
• Manske Library*
• Municipal Court
• Animal Adoption Center
• Farmers Branch Historical Park**

Safety Considerations
• 25% Capacity
• Masks are required
• Social distancing
• Symptom awareness
• Good Hygiene
*modified hours
**grounds only

CITY BEGINS REOPENING FACILITIES

FBTX ~ In response to Texas Governor Greg Abbott’s phased plan to re-open Texas, the City of Farmers Branch began limited reopening of certain facilities in early May.

The Farmers Branch City Hall, the Manske Library, Municipal Court and the Animal Adoption Center reopened with the maximum number of people allowed in at 25 percent of Fire Marshal-authorized capacity. In addition, the Farmers Branch Historical Park reopened its grounds, but without programming, classes or access to structures.

The Citizen Collection Center was scheduled to reopen on Thursday, May 14.

Fire Chief Steve Parker stressed the “limited” nature of this reopening phase adding that people should follow the governor’s recommendation and not come to a City facility unless necessary, but added that residents will be required to wear a mask to limit the spread of the virus and out of
City Hall
Hours
Mon-Thurs
8:00AM-6:00PM
Friday
8:00AM-5:00PM
Closed Holidays

Welcome Back

We care deeply about the safety of our residents, visitors, and staff members. Therefore, while you conduct business in this facility please be mindful of the following:

1. Masks are required:
   - Face masks are required to enter the facility.

2. Social Distancing:
   - If you feel ill, have a fever, or are coughing, please do not enter the facility.

3. Maintain Distance:
   - If you conduct your business please maintain a distance of six feet from others.

4. Practice Good Hygiene:
   - Wash your hands often with soap and water for at least 20 seconds. When necessary, use hand sanitizer.
Questions?
Report on results of the Solar Feasibility Study

BACKGROUND:
In April 2019, City of Farmers Branch released a Request for Qualifications (RFQ) to solicit references and technical qualifications from firms to perform a solar feasibility study of City facilities and parcels of City land, including the City’s closed landfill next to the Citizen Collection Center. The Department of Sustainability and Public Health interviewed three firms and selected the joint submission from Shor Power and Sea Oak Capital to complete the solar feasibility study.

On June 4, 2019 Farmers Branch City Council approved a contract with Shor Power (Resolution No. 2016-65) to explore the feasibility and cost effectiveness of installing solar infrastructure on city facilities and property with a budget of $49,480.

DISCUSSION:
Based on the summary of the feasibility analysis, it is feasible for the City to build solar on several of the City-owned buildings, predominantly those with a larger rooftop area. The analysis also supports factoring in potential solar power generation from the landfill project in the City’s next long term electricity contract. Shor Power has secured an ONCOR subsidy for a portion of the rooftop projects in the amount of $313,000 which would assist the City in its execution of the rooftop projects. Should the City agree with the findings that the projects are feasible, the next step would be to complete the development of the projects so that the estimates herein can be refined to reflect actual costs and numbers which can then be relied upon for installation of the projects.

Discuss results, pros and cons, financial implications and receive direction from Council.

FISCAL IMPACT:
The Manske Library rooftop solar project estimated upfront cost is $580,728. A portion ($114,070) of this cost will come from ONCOR incentives, with a net cost to the City of $466,658. Staff recommends this balance be paid for out of the fund balance.

The Recreation Center rooftop solar project estimated upfront cost is $670,905. A portion ($120,000) of this cost will come from ONCOR incentives, with a net cost to the City of $550,905. Staff recommends this balance be paid for out of the fund balance.

RECOMMENDATION:
Staff recommends moving forward with two of the rooftop solar projects: the Manske Library and the Recreation Center. Staff recommends procuring green energy in the City’s next electricity contract.

**ATTACHMENT(S):**
1. Solar Feasibility Study
2. Solar Feasibility Study Presentation
Based on the summary of our feasibility analysis, it is feasible for the City to build solar on several of the City-owned buildings, predominantly those with a larger rooftop area, and evaluate the inclusion of solar from the potential solar landfill project during its ongoing discussions with retail electricity providers for the City’s next long term electricity contract. We have secured an Oncor subsidy for a portion of the rooftop projects in the amount of $313,000 which will assist the City in its execution of the rooftop projects. We recommend the City pursue a self-ownership model of the rooftop projects and pursue a third-party ownership model of the landfill project. Should the City agree with our findings that the projects are feasible, the next step would be to complete the development of the projects so that the estimates herein can be refined to reflect actual costs and numbers which can then be relied upon for installation of the projects.
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Definition of Terminology

“Behind the Meter” – A behind the meter generation system is a solar project that produces power on the actual facility that is using the electricity, rather than on the grid side of the meter. The meter is physically located at the connection of the grid and the building, hence “behind the meter” refers to a project that is sited on the building side of the meter.

“In Front of the Meter” – An in front of the meter generation system is a solar project that produces power that is fed directly into the grid. The power flows from the project, to the grid, through the meter and into the building or electricity use case.

Qualified Scheduling Entity – Qualified scheduling entities (QSEs) submit bids and offers on behalf of resource entities or load serving entities (LSEs) such as retail electric providers (REPs).¹

“REP” – Retail Electricity Provider – A Retail Electric Provider (REP) sells electric energy to retail customers in the areas of Texas where the sale of electricity is open to retail competition. A REP buys wholesale electricity, delivery service, and related services, prices electricity for customers, and seeks customers to buy electricity at retail.²

“Load Serving Entity” - Load Serving Entities (LSEs) provide electric service to individual and wholesale Customers. LSEs include Competitive Retailers and Non-Opt-In Entities.³

“Interconnection Study” – A preliminary study performed by the transmitting utility (Oncor) to determine what equipment at what cost would be required to safely and reliably interconnect a solar project to Oncor’s transmission system.

“Interconnection” – The equipment and facilities required to safely and reliably interconnect a solar project to the transmission system of the transmitting utility.

“EPC” – Engineering, Procurement, and Construction firm responsible for the engineering design, procurement of hardware, and physical construction of a solar project.

“TDSP” - TDU/TDSP Delivery Charges are charges assessed by a Transmission and Distribution Utility (TDU) for the delivery of electricity to a customer over poles and wires and through other TDU facilities. Though these charges are assessed to the Retail Electric Provider (REP) and not the consumer directly, REPs may itemize these charges on consumers’ electric bills.⁴

“PPA” – Power Purchase Agreement – This is a contract that an electricity buyer signs to purchase the power from a solar project.

“TCEQ” – Texas Commission on Environmental Quality – This is the State governmental body that oversees any proposed development on existing or capped landfills in the State of Texas.

¹ http://www.ercot.com/services/rg/qse
³ http://www.ercot.com/services/rg/lse
⁴ https://www.dallaselectricityrates.com/oncor-energy
Summary of Findings

Shor Power and Sea Oak Capital are pleased to present our findings to the City of Farmers Branch (the “City”) in relation to the solar feasibility study for the City buildings, properties and available land.

To begin the study, we spoke with members of the City local government including, but not limited to, the Mayor, Sustainability Manager, and the Fleet and Facilities Director to understand the long-term sustainability objectives, broader City goals, and the hypothesis that solar could help reduce the electricity expenses of the City. Once the objectives of the study were defined, we divided our efforts into two opportunity segments: potential rooftop solar systems and potential ground mounted solar systems. These different types of systems have implications with respect to size, cost, interconnection feasibility, structural requirements, available incentives, and market regulatory dynamics. This feasibility report will provide the results of evaluating both rooftop and ground mounted solar systems within the City.

For the rooftop projects, we began by evaluating the total electricity usage for all of the City’s buildings, in addition to the area of available roof space on each building. The electricity demand of each building dictates how much power there is to potentially offset via solar, and the available roof space effectively acts as a limiting factor with respect to how large of a system can be installed on each rooftop. After reviewing each City building, we created a shortlist of buildings in which the size of the potential solar system installed relative to the power that it would generate would likely create electricity savings for the City.

This shortlist of buildings included City Hall, Manske Library, Farmers Branch Community Recreation Center, Margaret Young Natatorium, Children’s Health Stars Center, and the new Fire Station on Alpha Road. We collaborated with a local contractor to perform a structural review of the roof construction on each of these buildings (except for the Fire Station) to determine load bearing capability. All buildings passed the initial structural review, after which we had a solar system designed for each rooftop explicitly. These project designs were then submitted concurrently to Oncor for proposed interconnection and to the Oncor Solar Photovoltaic Standard Offer Program for the purpose of securing an allocation of grant funds from Oncor that could help offset the cost to the City for the solar projects on a project-specific basis. The projects proposed for City Hall, Manske Library, Farmers Branch Community Recreation Center, and the Margaret Young Natatorium all received favorable outcomes with respect to the proposed interconnection and are currently in “Interconnection Agreement Available” status, which enables the projects to proceed, should the City elect to do so. More importantly, the four projects in this interconnection status have all individually received an allocation of grant funding from Oncor which totals approximately $313,000 across the four projects. The grant funds will be made available in the event the City elects to move forward with building the projects this calendar year. The new Fire Station on Alpha Road is on the wait list for potential grant funding from Oncor in the event that more funds become available.
Concurrently with the rooftop review, the primary piece of land we evaluated within the City is the capped landfill co-located at 1399 Valley View Lane with the Farmers Branch Citizens Collection Center. Per our review, the site can hold a slighter greater than 5MW_{dc} solar array, which equates to a 4.5MW_{ac} solar project. To put this in perspective, this is roughly 23.5 times the size of the system proposed for the rooftop of the Manske Library. This project would be considered “in front of the meter” whereas each of the rooftop projects would be considered “behind the meter.” The difference between the two is explained later within this report. Due to regulatory requirements in Oncor territory, should the City elect to move forward with this 4.5MW_{ac} solar project, the project would require a “Qualified Scheduling Entity” and a “Load Serving Entity” to interface between the electrical grid and the City electricity demands. We have determined from our review that the project is tentatively feasible, dependent on the economics of the long-term electricity contract that the City would sign with the landfill solar project, as well as with the next electricity contract that the City is currently planning to secure.

The City is a member of the Governmental Aggregation Project, Inc. (GAP), a political subdivision corporation. GAP assists the City with contracting for electricity as well as other electricity-related projects, such as budgeting and reporting. GAP reviewed the evaluation of the solar project and their comments have been included in this report. In making this determination for the landfill solar project, we collaborated with a national engineering, procurement, and construction group to do the preliminary design work for the project. This work was submitted in the landfill interconnection impact study, which came back favorably with a cost of ~$275,000 to interconnect the project, which is low compared to other projects of similar scale across the country.

Communication with Texas Commission on Environmental Quality (TCEQ) suggests that with a defined engineering plan, it would be relatively easy to get their approval to build on the capped landfill. There are no local incentives that could be applied to the landfill project, but the project itself does achieve meaningful economies of scale relative to the rooftop projects, as the project cost per Watt installed is lower. However, the contracts associated with the landfill project will be more complicated than the rooftop “behind the meter” projects.

Based on the summary of our analysis, it is feasible for the City to build solar on several of the City-owned buildings, predominantly those with a larger rooftop area, and evaluate the inclusion of solar from the potential solar landfill project during its ongoing discussions with retail electricity providers for the City’s next long term electricity contract. The potential ~8,300,000 kWh generated from the proposed solar projects would represent ~64% of the City’s 2019 electricity usage of ~13,000,000 kWh.

We appreciate the consideration to assist the City in this opportunity.

Sincerely,

Adam Shor
Principal, Shor Power

Dan Poydenis
CEO, Sea Oak Capital
Initial System Designs

As part of the feasibility analysis of each potential location, design engineers at Native Solar, a Texas based rooftop solar EPC, analyzed each City location under consideration and prepared layouts of a proposed solar facility. Best design practices commonly used in the solar industry were observed, including but not limited to identification of current roof obstructions and skylights, safety considerations such as setbacks from the edge of the roof and spacing between rows of panels, and performance considerations such as roof slope, shading and configuration. A simplified explanation of how these systems would work is immediately below for reference.\(^5\)

The results of this design work are summarized by location in the table below.

<table>
<thead>
<tr>
<th>Location</th>
<th>AC System Size</th>
<th>DC System Size</th>
<th>Year 1 kWh Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall</td>
<td>66.6 KWac</td>
<td>83.6 KWdc</td>
<td>129,711 kWh</td>
</tr>
<tr>
<td>Rec Center</td>
<td>200 KWac</td>
<td>270 KWdc</td>
<td>415,047 kWh</td>
</tr>
<tr>
<td>Natatorium</td>
<td>53.5 KWac</td>
<td>60.8 KWdc</td>
<td>94,583 kWh</td>
</tr>
<tr>
<td>Manske Library</td>
<td>200 KWac</td>
<td>218 KWdc</td>
<td>343,642 kWh</td>
</tr>
<tr>
<td>Fire Station</td>
<td>61.2 KWac</td>
<td>69.2 KWdc</td>
<td>100,403 kWh</td>
</tr>
<tr>
<td>Landfill</td>
<td>4,582 KWac</td>
<td>5,120 KWdc</td>
<td>7,291,000 kWh</td>
</tr>
</tbody>
</table>

City Hall Proposed Solar Layout

Recreation Center Proposed Solar Layout
Margaret Young Natatorium Proposed Solar Layout

Manske Library Proposed Solar Layout
Fire Station Proposed Solar Layout
The layouts prepared for the initial system designs consist of what is commonly referred to as a “30% design set.” This indicates that the layout is generally about 30% of the way through the engineering and design process that would ordinarily occur to obtain a building and electrical permit, and for an EPC contractor to rely upon during a construction process.

If the City were to proceed with the projects above, an independent engineer would be engaged to review and comment on the design and engineering drawings of the EPC contractor. Customarily, a refreshed 30% drawing would be presented for review and comment by the City and an independent engineer followed by 60% and 90% progress sets of drawings for review and comment prior to agreeing upon the final construction set. During this process, optimization and advanced engineering would refine the design of the solar systems to reach the best cost-benefit system for the City.
While this process will likely result in changes to the numbers set forth above, it is customary to conduct feasibility analysis on a 30% set of drawings.

In terms of the forecasted system performance, we anticipate an industry standard approximate .5% degradation of the system output year over year. For example, if the first year estimated kWh for the City Hall is 129,711, we would anticipate year 2 generates 129,062 (Y1 * .995%).

The momentum in the solar industry is toward a 35-year useful life. Generally, projects start with a 35-year assumption and then shorten it if appropriate for various site-specific reasons. For example, if a certain location is believed to require a roof replacement in year 30, and the cost to decommissioning and reinstall the solar facility was cost prohibitive, then the useful life would be reduced to 30 years to track the amount of time the City believes the solar system can be in operation.

Analysis of the current electrical rate and potential future rates if solar projects are implemented

Current Rate
The City currently pays an “all-in” averaged price of ~$.11301/kWh for electricity across all of its buildings and other electricity uses (e.g. streetlights). The “all-in” pricing refers to both the electricity and Oncor’s charges for transmission, distribution, demand and other customer and metering charges (“TDSPs”). Breaking that down, the TDSP represent on average roughly $.0618 cents of the $.11301 cents per kWh total. Excluding the TDSPs charged for street lighting, the TDSP charges represent $.04301 cents per kWh on average. TDSP charges are specific for each electricity use within the City. From our discussions with various Retail Electricity Providers as well as the City’s electricity contract consultant, GAP, the average electricity rate of $.04971 cents per kWh included in the $.11301 cents per kWh may be slightly reduced in the next contract the City signs with a Retail Electricity Provider due purely to a potential drop in underlying electricity rates. Preliminary bids that GAP has solicited for the City’s next electricity contract suggest an average electricity rate reduction of $.008 cents per kWh, bringing the average electricity rate to approximately ~$.041 cents per kWh. Again, this electricity rate is not inclusive of TDSP charges. Given the time between these initial indications and when a contract will be ultimately signed, this is merely an early indication of where the City’s electricity rate will fall.

Projected Rate(s) for projects and why
The rate that the City will pay in its next long-term contract for electricity with a Retail Electricity Provider is still to be determined through the efforts of the City’s consultant GAP. Assuming that the rates will trend down from where they are today, and in order to sustain savings from a possible solar installation within the City, the levelized cost of electricity\(^6\) for the

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\(^6\) Levelized cost of electricity is by definition the approximate rate of electricity that is achieved by dividing the cost of the system and associated cost to maintain the system by the amount of power the system will produce over its usable lifetime, which is generally 30 years for a rooftop solar system.
rooftop solar projects will likely need to be in the $.07 cents per kWh range. This is based on an assumption of City ownership of the rooftop projects and the fact that the rooftop solar offsets both the electricity rate as well as the transmission and distribution rate, i.e. the “all-in” rate referenced above. With assistance from GAP, we’ve been able to determine the average TDSP charges for the buildings being evaluated for solar is roughly $.024 cents per kWh. Adding that to the average electricity rate of ~$.049 cents per kWh, this equates to ~$.073 cents per kWh for electricity and TDSP charges for each of the buildings. This is due to the fact that from the electrical grid’s perspective, the rooftop solar is just part of the building, and it thereby reduces the demand that the grid experiences from the respective building that has solar installed on it. This reduction in the electricity required by the building simultaneously reduces the number of kWh that is required to be delivered to the building. Therefore, in order to achieve savings with the rooftop systems, the levelized cost of electricity from those systems must be compared to the electricity rate plus the TDSPs from Oncor that GAP will assist the City in achieving via the next electricity contract.

The economics of the proposed landfill project are slightly different, given that the landfill is “in front of the meter.” This means that the project delivers power to the grid before delivering power to the user of the electricity. Given the regulatory environment that this project would exist under, the City could sign a power purchase agreement (PPA) with the landfill project at a specified rate whereby the City would contractually agree to buy the power produced by the proposed solar project on the landfill. This rate would be explicit to the electrical component of the “all-in” pricing that the City ultimately sees on its bill from its Retail Electricity Provider. Said differently, the PPA rate for solar from the landfill project would not be inclusive of the transmission and distribution charges levied by Oncor. Thus, in order to achieve savings from the proposed landfill solar project, the PPA rate would likely need to be in the range of $.05-.06 cents per kWh, which does not include the $.0618 cents per kWh for TDSP charges from Oncor.

The landfill project is significantly more influenced by the regulatory requirements than the rooftop projects. We will provide more details on the regulations in the section below.

**Summary of the permitting process(es) and associated costs with regulatory agencies (e.g. ONCOR, TCEQ, City)**

There are several permitting processes associated with building solar projects, all of which depend on where the project is located and how the project would ultimately be built and connected to the grid. The foremost process is interconnection permitting. This takes place via Oncor, the utility that controls the operation of the grid for the City and surrounding areas.

**Oncor**

To begin with, we communicated with two Oncor employees, Sam Widhalm, Senior Engineer in the Assets Planning, DG Resource Integration group, and Jerry Bates, Area Manager, Oncor/Customer Relations. Sam was our primary point of contact for all aspects associated with interconnection. He helped oversee the pre-screen, which was an internal Oncor initial evaluation on whether any of the proposed projects would be difficult to interconnect. Once the pre-screen came back with positive initial results, we determined it would be sufficient to move...
forward to full interconnection applications for each of the proposed rooftop projects, as well as the proposed landfill solar project.

The application process is different depending on the scale of the project being proposed. For each of the rooftop projects, a local contractor submitted preliminary design drawings, single line electrical diagrams, proposed hardware specifications, as well as building specific details related to the meter numbers and the meter locations. We worked with Farmers Branch staff including Katy Evans, Sustainability Manager, and Kevin Muenchow, Fleet and Facilities Director, to identify building specific and electricity meter details, in addition to getting Kevin’s sign-off for Oncor to proceed with the interconnection studies. While we forecasted that each of the rooftop interconnection applications would result in a material cost for each, we were pleasantly surprised that Oncor ultimately performed each of the studies at no expense to the City. Each rooftop interconnection application currently stands in a “Interconnection Agreement Sent for Signature” Stage in the diagram below.

**PROJECT PROGRESS STATUS**

1. **Project Submitted**
2. **Project Reviewed**
3. **Interconnection Agreement Sent for Signature**
4. **Permission To Operate (PTO)**

Per Oncor’s guidance: “This step initiates the completion of processing of (the) project by Oncor. An email notification will be sent when the designated installer sends out the interconnection agreement for signature. Oncor works with end-use customer and their designated installer to complete the Interconnection Agreement and issue a Permission to Operate (PTO) letter. Oncor
initiates meter and account changes so that the chosen Retailer will have the billing information necessary for the installed system. The designated Installer must sign the Interconnection Agreement and End-Use Customer must sign the Customer Affirmation Schedule designating your Installer as a party to the Interconnection Agreement. Please reference the Oncor Interconnection Guide at www.oncor.com/dg. Please be advised that not all Retailers offer buy-back plans or credits for excess energy sent to the grid, and as the end-use customer it is up to you which Retailer you choose.”

The interconnection process for the landfill is similar, albeit with a substantially longer time required for the study, as well as a more in-depth level of engineering required given the materially larger scale of the project relative to the proposed rooftop projects. We collaborated with a M+W Group, a national EPC firm with Gigawatts of solar engineering and construction work experience, to prepare the engineering and initial project site layout for the proposed landfill project. Once the engineering was completed, the documentation was submitted and the City directly paid Oncor the $4,275.35 cost of the study from the Feasibility Study budget. There were three elective items for the study, expected in-service date, GPS coordinates for the Point of Interconnection, and a meter selection based on how frequently the meters coordinate with the market. To that end, we proposed that the expected in-service date of the proposed landfill solar project would be September 30th, 2020. This date was projected for the purposes of the interconnection study, but does not require that the project be placed in service by this date. If however the project moves forward after a three month period post the receipt of the interconnection study, February 28th, 2020, then the project will be required to resubmit for a second interconnection study to determine nothing has changed in the interim with respect to the project’s ability to interconnect via Oncor.

Based on guidance from Oncor with respect to the most cost-effective location for the proposed Point of Interconnection, we picked the southwestern-most electrical pole on the site. This location was further informed by a discussion with Shane Davis, Director of Sustainability and Public Health for the City of Farmers Branch, regarding the location of the existing landfill gas passive venting infrastructure on the capped landfill.
The results of the Oncor Interconnection Impact Study for the landfill were formally received February 28th, 2020 and have come back extremely favorable, from a cost standpoint, for a project of this scale. The cost to interconnect the project per Oncor is $274,859.20. From Oncor: “Completed Impact Studies are valid for three months. If after three months there is not a decision to proceed, then the Impact Study will expire. If the customer elects to proceed past this initial three-month period, then the project will be re-evaluated based on any policies, standards or codes that have changed since the previous Impact Study was completed. The project will also be subject to a new Impact Study fee.

If within these three months another project is proposed on the same feeder or substation by another developer, then Oncor will approach the existing customer to complete their project. Preparation of the contract cost could take up to six weeks. After the final contract price is submitted to the customer, funding will be required within two weeks. If funding is not secured, then the existing Impact Study will expire.”

TCEQ
Given the fact that the Texas Commission on Environmental Quality has oversight to any proposed work for on former landfill sites, we were obliged to determine early on what requirements would need to be satisfied in order to build on the capped landfill.

Landfill work falls under Subchapter T: Permitting Standards for Owners and Operators of Commercial Industrial Nonhazardous Waste Landfill Facilities. Because solar is built on capped landfills across the country regularly now, this is becoming a more common use case for otherwise unbuildable land. However, historically low power prices in Texas have resulted in a far fewer landfill solar projects in the state to date. This may be changing, as per our conversation with Gayatri Bitracanti, an Environmental Permit Specialist in TCEQ’s Municipal Solid Waste Division. She stated that there are 2-3 other potential landfill solar projects currently being evaluated at this time in Texas, one being near the City of Houston which is discussed in more detail below.

From a process standpoint, for any kind of proposed surface disturbance to a capped landfill, TCEQ Form 20787: Authorization to Disturb Final Cover Over Closed Municipal Solid Waste Landfill for Non-Enclosed Structure (included in the supplemental information) and all of the corresponding attachments must be submitted for review to TCEQ.7 This focuses on a work plan authorization request, a Deed’s recordation confirming the site is a landfill, and drawings signed, sealed, and submitted by a Professional Engineer. Initial conversations with Chuck Marsh at Weaver Consultants Group suggest a budget of $15,000-20,000 for this work. These documents need to be submitted to TCEQ and then they have 30 days to approve of the proposed work plan, or provide a Notice of Deficiency, (N.O.D.) If a N.O.D. is provided, there is another 14 days of review once an updated work plan is submitted to TCEQ. Once the forms are submitted to the TCEQ, a project manager will be designated to shepherd the request for authorization through the organization. There is no fee for this authorization request beyond the cost for the Professional Engineer to draw up the plan in the first place.

7 https://www.tceq.texas.gov/permitting/waste_permits/msw_permits/msw_closeduse.html
City of Farmers Branch
Permitting within the City would follow standard City building permit processes, although, per City officials, some consideration would be given to waiving permitting fees for each of the projects as the projects would be for the explicit benefit of the City itself.

Analysis of regulations and allowable options within those rules
The primary influencing regulation for the proposed projects is whether the project is “in front of the meter” or “behind the meter.” This dictates how the electricity is perceived by the grid, and ultimately how it influences the value of the electricity. As described in the section on potential rates above, the value of solar on a building’s rooftop is greater in a relative sense than the value of solar located off premises. This is due to the ability of a rooftop project to offset some of the TDSP charges, where an “in front of the meter” project cannot offset the TDSP charges. This has an influence on the economics of the project, but not on the ability of any of the projects to move forward.

To operate in Oncor territory, the “in front of the meter” proposed landfill project will require a Qualified Scheduling Entity (QSE) due to its proposed project size. This will allow it to interface with the electrical grid in order to be able to supply power to the grid in an orderly fashion once operational. This QSE serves to interface with the Load Serving Entity, which can also double as the Retail Electricity Provider. The QSE role can come at an additional cost to the PPA rate, given that the QSE is a different entity than the actual landfill solar project. However, from our discussions with MP2, a Retail Electricity Provider in the Texas market, it is possible to have the QSE role built into a long term electricity procurement contract that the City would sign with a Retail Electricity Provider, assuming the City had also signed a PPA with the landfill solar project to procure the electricity to offset against all of the City’s electricity demands (e.g. buildings, street lights, and any other use cases the city has). This is one of the most important aspects in negotiating the city’s next power contract in the event the city elects to move forward with a PPA for the proposed the landfill solar project. Said more simply, the landfill project will have additional third parties involved to manage the operation of the solar plant, but depending on the City’s next Retail Electricity Provider, that entity could provide economic advantages by simultaneously performing those roles in addition to their Retail Electricity Provider role.

As noted in the above permitting section, TCEQ does have regulatory oversight on the closed landfill. However, the regulatory requirements are fairly straightforward for building a non-enclosed structure on a closed landfill, provided that the disturbance to the landfill cap is minimal and the engineering plan is well documented. This engineering plan would be a component of any engineering, procurement, and construction (EPC) contract for the landfill solar project and would not inhibit the project from moving forward. This landfill solar project would be the 2nd or 3rd landfill solar project in the state that TCEQ would be evaluating. At this moment, there is a similar, albeit larger, 75MW solar project being proposed for a landfill near

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8 [http://www.ercot.com/services/rq/qse](http://www.ercot.com/services/rq/qse)
Houston that would provide power to the City of Houston. MP2, one of the Retail Electricity Providers we spoke with during the diligence for this report is actively involved with assisting the landfill project in Houston.

Analysis of project taxation: 1) sales tax, 2) personal property tax, 3) real property tax

In the most general terms, analysis of the forecasted operating expenses of a solar project include an analysis of three different types of taxation a solar project may face; (1) personal property tax, (2) real property tax, and (3) sales tax.

The applicable of each of the foregoing taxes varies significantly on a state by state and town by town basis.

**Personal Property Tax**

In general terms, personal property tax addresses the taxation applicable to the solar equipment in the field at a particular location. It some states, solar is exempt from personal property tax. In others it is calculated in a manner similar to other equipment: by assessing the value of the equipment, agreeing upon a depreciation schedule, and determining the annual tax burden by utilizing an industrial or commercial mill rate in the town. In instances in which personal property tax is applicable, solar system developers and towns frequently negotiate “PILOT” agreements, or “payment in lieu of taxes” agreements that pre-agree to the personal property taxation of a solar project over an extended period of time to offer certainty to both sides.

**Real Property Tax**

Conversely, real property tax considers only the real estate or real property of a particular location, without consideration of the equipment that is onsite. Generally, this is calculated by determining the assessed value of the real estate and applying a town mill rate to it.

**Sales Tax**

Finally, sales tax can be applicable to the sales of electricity generated by the solar facility. In most states, solar facilities are exempt from sales tax, but this must be considered on a case by case basis as a structure is determined and a power sale arrangement is finalized.

For purposes of our analysis herein and based on a conversation with Farmers Branch Mayor Robert Dye, we have assumed that the solar facilities are exempt from each of the foregoing three taxes. Additionally, GAP has confirmed that Cities in Texas are exempt from personal, property and sales taxes.

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Procurement summary and initial turnkey cost estimates based on the site-specific projects

For each opportunity, we requested a line item breakout of the currently forecasted construction costs. These costs can vary significantly as commodity and equipment prices fluctuate, and also by virtue of conducting an RFP or competitive bidding process. However, for purposes of this feasibility study, it was important to set a baseline for cost estimates to perform the necessary analysis set forth in this report.

Below is a matrix summarizing the estimated construction costs for each of the locations:

<table>
<thead>
<tr>
<th>Location</th>
<th>DC System Size</th>
<th>Cost per DC Watt</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall</td>
<td>83.6 KWdc</td>
<td>$2.08</td>
<td>$174,387</td>
</tr>
<tr>
<td>Rec Center</td>
<td>270 KWdc</td>
<td>$2.02</td>
<td>$545,905</td>
</tr>
<tr>
<td>Natatorium</td>
<td>60.8 KWdc</td>
<td>$2.08</td>
<td>$132,021</td>
</tr>
<tr>
<td>Manske Library</td>
<td>218 KWdc</td>
<td>$2.09</td>
<td>$455,728</td>
</tr>
<tr>
<td>Fire Station</td>
<td>69.2 kWdc</td>
<td>$2.16</td>
<td>$150,000</td>
</tr>
<tr>
<td>Landfill</td>
<td>4,582 kWdc</td>
<td>$1.48</td>
<td>$6,784,457</td>
</tr>
</tbody>
</table>

The costs set forth in the table above are numbers that we believe reflect conservative forecasts that can be significantly improved upon by enhanced cost-benefit analysis and competitive bidding. Additionally, each site was priced without any reliance on any additional site or sites being completed, meaning there were no efficiencies or economies of scale considered in the pricing. The impact of COVID-19 on the economy has also brought about significant upheaval in the labor market and equipment markets, such that EPC firms are very strongly motivated to build projects at the moment and are able to do so at lower costs. This provides leverage for negotiation with respect to pricing.

In particular, the rooftop systems carry equipment costs that can be materially reduced by the economies of scale the landfill would offer.

We also want to make clear that these costs exclude any transactional costs, soft costs or interconnection costs imposed by Oncor, and reflect the turnkey construction costs of the solar facility itself that the City can expect to have within the scope of a standard turnkey EPC contract.
A line item by line item forecast can be provided upon request. The initial conservative EPC budgets for the rooftop projects are included in the supplemental information supporting this report.

Analysis of Available Transaction Structures – PPA, ownership, hybrid

As the City reviews the opportunity to build solar facilities on city building rooftops and/or the capped landfill, there are options to consider with respect to the ownership structure and corresponding asset management responsibilities for the projects.

Power Purchase Agreement (PPA)
The first type of arrangement is a Power Purchase Agreement (“PPA”) previously referenced in sections above. A PPA is a contract that an electricity user can enter into to buy power from a solar project. The contract generally stipulates one of two pricing structures: a fixed price that may escalate at a fixed percentage over time or a fixed discount to a floating price usually correlating to an agreed upon index that the utility utilizes to determine the general electricity rates applicable to the PPA Buyer. Whether the environmental attributes, such as carbon credits, renewable energy certificates and other “green” commodities are included in a PPA is a point negotiated by the PPA buyer and seller.

A PPA may have other terms and conditions relating to guaranteed production, operations and maintenance, and similar provisions that are generally applicable to the underlying project for supply contracts in other asset classes. This “third party ownership” model, is the predominant model in market because it allows the City an opportunity to receive some level of guaranteed electricity savings without having any upfront capital outlay or ongoing operational obligations with respect to the underlying solar facility. In other terms, it allows the City to participate in economic benefits of a solar project without having to assume its burdens. The savings generated by purchasing lower cost power from the project relative to the electrical grid is the motivation for moving forward with a PPA. Given the City’s municipal status, and the fact that it doesn’t pay federal taxes for the core of its operations, third party ownership for these projects would enable them to monetize solar investment tax credits, worth roughly 26% of the tax basis of the project through the end of 2020, as a mechanism to improve the economics of the projects.

City Ownership
The second type of arrangement is where the solar projects are City owned, and the City assumes the cost to build the projects, after which the City oversees the long-term operation and maintenance (O&M) of the projects. This type of arrangement generally necessitates an ongoing O&M and/or asset management agreement and similar arrangements to ensure that the solar project is fully operational year over year. The performance of the solar facility, and

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10 The solar investment tax credit is worth 26% of the tax basis of a solar project for projects that begin construction or spend more than 5% of their cost on project related expenses before the end of 2020. If neither of these elements are achieved, the solar investment tax credit drops to 22% of the tax basis of the solar project for projects that begin construction in 2021, and 10% thereafter under current legislation.
how well it is managed day-by-day, will dictate the ultimate return the City recoups on its upfront investment. The primary differences between this arrangement and that of the PPA is that the City assumes the complete burden and benefit, both upfront and over time, with respect to the solar facility. Additionally, given that the City has municipal status and doesn’t pay federal income taxes, the City would not be eligible to monetize the tax credits under this ownership structure.

Hybrid
The third option is a hybrid of the first two options. It is a PPA with an early buyout clause that allows the City to purchase the asset at a fair market value after the IRS recapture period associated with the tax credits passes. Said differently, this hybrid model allows for third party ownership and therefore third party financing of the projects, with provisions in the contract that allow the City to purchase the projects from the third party PPA provider at some pre-determined time after the projects have been operational, usually for more than 5 years. This allows for the monetization of the federal tax credits, but still provides meaningful savings to the City during both the initial term of the PPA and afterwards, assuming the City elects to exercise the fair market value early buyout clause. Should the City not elect to exercise the fair market early buyout clause, the PPA would resemble the first PPA option described above where the third party PPA provider would continue to operate and maintain the project and the City would continue to purchase the electricity generated by the project.

Recommendations
Based on the entirety of the information in this feasibility study, it is our initial recommendation that the City pursue self-ownership (Option 2) with respect to the proposed rooftop projects given the scale of those projects doesn’t lend themselves to third party ownership. The project cash flows in a proposed PPA are likely insufficient to cover additional expenses required by a third party owner. Self-ownership of the proposed rooftop projects would, however, create meaningful electricity expense savings to the City over the 30-year life of the rooftop projects.

Secondarily, it is our recommendation that if the City would like to proceed with the proposed landfill project, the most economically advantageous manner would be for the City pursue a PPA with the proposed landfill project (Option 1 or 3, as described above) given that the capital expenses associated with a 5.12MWdc project are substantially larger than those of the proposed rooftop projects, the operational burdens are much more significant, and the value of monetizing the federal investment tax credits is also increased given the scale of the project. Should the City desire to own the asset in the future, a PPA with an early buyout clause would allow for that optionality whilst simultaneously allowing for the monetization of the tax credits.

Analysis of Available Power Sale Contracts
As of the date of this study and based upon the feasibility work completed to date, it is unlikely the City will be able to sell power from these proposed solar projects to another user. This is particularly the case for the rooftop projects, where the power generated from those projects would literally flow directly into the building on which the project is located to help offset and reduce electrical demand the grid sees from the building. There is the possibility of having
multiple electricity offtakers for the landfill project, should the City elect not to purchase the entirety of the electricity output from the project, although the likelihood of that remains small. Thus, the power sale contracts that would be options for the City would be in line with the three options (PPA, City ownership, or PPA with an early buyout clause) referenced in the section immediately above. This is something that could be explored further in the event the projects proceed into a development phase.

For the avoidance of any doubt, GAP is the City consultant with respect to assisting the City with their next long-term electricity contract.

**Analysis of Available Subsidies – ONCOR small scale projects and federal tax credits**

There are two available subsidies available for consideration for the proposed solar projects.

**Oncor Solar Photovoltaic Standard Offer Program**
The first is Oncor’s Solar Photovoltaic Standard Offer Program, which is geared explicitly for rooftop solar installations, less than 200kWac in size, that do not provide more than 75% of the maximum electrical demand for the building. Additionally, the program is open to a shortlist of qualified installers, of which Native Solar is one. Each of the proposed rooftop projects were designed explicitly with this in mind. The program generously offers up to $0.50/Watt of a grant subsidy, paid directly to the installer of the project, until the funds associated with the program are used up. The budget for the program in 2020 is roughly $2.2M and is fully allocated across projects that have submitted their applications thus far through 3/26/20.

Submissions were made to the program on behalf of each of the rooftop projects, including the City Hall, Manske Library, Margaret Young Natatorium, Farmers Branch Recreation Center, and the Children’s Health StarCenter. It was during this submission process that a change in organization structure occurred at the StarCenter and the proposed solar project for that rooftop was put on hold. Across the initial four projects, our submissions have secured a total allocation of $313,000 in Oncor funds divided across the projects based on the size of their proposed solar system. Additionally, the proposed project for the new Fire Station on Alpha Road has also been submitted to the Oncor program and is currently on the wait list. Projects that are granted an allocation but do not move forward eventually give up their allocation of funds, which are then used on wait list projects.

**Federal Solar Investment Tax Credit**
The second subsidy opportunity is the use of the federal solar investment tax credit and bonus depreciation benefits. A solar project that begins construction and is placed in service in 2020 qualifies for a 26% federal tax credit. This credit is based on the tax basis of the project, essentially the cost of the project inclusive of hardware costs, labor costs, financing costs, and

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11 The full 2020 Oncor Solar Photovoltaic Standard Offer Program summary is provided in the supplemental information.
12 [https://www.seia.org/initiatives/solar-investment-tax-credit-itc](https://www.seia.org/initiatives/solar-investment-tax-credit-itc)
reasonable developer margin. In order to monetize this federal tax credit, the owner of the project must be an entity that pays federal income taxes. Given the City’s municipal status, the City would not be able to monetize the solar investment tax credit in a City ownership model.

Recommendations
In order to monetize the investment tax credits for the City’s benefit, a federal tax-paying third party would be required to own the project(s) upon which the tax credit was to be taken. There are non-negligible legal expenses incurred when monetizing investment tax credits, which generally require a project of a certain size and scale to make it worthwhile to do so. At this point, it remains our recommendation that the City pursue a self-ownership model for the proposed rooftop projects, whereas pursuing the investment tax credit model via third party ownership for the proposed landfill project makes good economic sense. Similarly, a project is eligible to accelerate its depreciation from a standard MACRS schedule to a much more accelerated “bonus” depreciation schedule. This schedule is subject to various tax rules that are impact dependent on whether the underlying project also assumes recourse or non-recourse debt that can get complicated and require exact inputs to calculate that are generally not available until a project is at a much more advanced stage. The depreciation benefits can be further discussed upon request.

Financial Analysis and Preliminary Modeling
The financials of a solar project operate similarly to infrastructure investments in that they require a substantial upfront capital outlay in order to commission a hard asset that is forecasted to generate a return of, and on, that capital overlay over a prolonged period of time. The returns tend to be similar to infrastructure returns in that they are generally stable relative to other types of assets, but also tend to take a significant period of time for the investment to begin showing a positive return. Therefore, the decision for the City is whether the significant cost that must be invested upfront is worth the benefit you hope to receive over time.

It is also important to note that the actual costs and benefits of any solar project are difficult to predict until the project completes the development cycle. The actual costs will be known once permits, interconnection studies and market conditions are known. The benefits of solar project will not be known until design and engineering is complete, system sizes are confirmed, technology is selected and business deals (PPAs, taxes, real estate contracts, etc.) are finalized. Therefore, the numbers outlined below must be coupled with a statement that they are general estimates generated by a feasibility study but are subject to significant change should the City elect to proceed with the development of the solar projects. It is not until the City would be in a position to commit to equipment providers and laborers (through an EPC) that the costs would be able to locked in to a certain margin of error.

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13 The modified accelerated cost recovery system (MACRS) is a depreciation system used for tax purposes in the U.S. MACRS depreciation allows the capitalized cost of an asset to be recovered over a specified period via annual deductions. The MACRS system puts fixed assets into classes that have set depreciation periods. ([https://www.investopedia.com/terms/m/macrs.asp](https://www.investopedia.com/terms/m/macrs.asp))
In terms of the capital outlay, the table below summarizes costs estimated to be expended in order to develop, design, build and interconnect each solar project. The EPC Cost column sets forth a conservative turnkey cost to build the applicable project. The Estimated Development, Soft and Transaction Costs column includes items like design, permitting, legal, environmental, etc. that will be expended in addition to the turnkey EPC cost to complete the installation process. The Total Cost column sums the two aforementioned columns. We note that any incentives from Oncor are excluded from these calculations.

<table>
<thead>
<tr>
<th>Location</th>
<th>EPC Cost</th>
<th>Estimated Development, Soft and Transaction Costs</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall</td>
<td>$174,388</td>
<td>$75,000</td>
<td>$249,388</td>
</tr>
<tr>
<td>Rec Center</td>
<td>$545,905</td>
<td>$125,000</td>
<td>$670,905</td>
</tr>
<tr>
<td>Natatorium</td>
<td>$132,021</td>
<td>$75,000</td>
<td>$207,021</td>
</tr>
<tr>
<td>Manske Library</td>
<td>$455,728</td>
<td>$125,000</td>
<td>$580,728</td>
</tr>
<tr>
<td>Fire Station</td>
<td>$150,000</td>
<td>$75,000</td>
<td>$225,000</td>
</tr>
<tr>
<td>Landfill</td>
<td>$6,784,457</td>
<td>$650,000*</td>
<td>$7,434,457</td>
</tr>
<tr>
<td>Total</td>
<td>$8,242,499</td>
<td>$1,125,000*</td>
<td>$9,367,499</td>
</tr>
</tbody>
</table>

*includes system impact study cost from Oncor

**Rooftop**

Once an estimate of costs is established, the investment analysis progresses to a determination of the benefit generated by the solar facility once it is installed. With respect to the rooftop systems for which we have recommended the City pursue self-ownership, this benefit is primarily derived from arbitraging the now presumably free electricity against the rate the City otherwise would have paid. This analysis is included in the supplemental materials to this report as outlined in the Native Solar rooftop project specific summaries. We note that this positive savings arbitrage must be netted against the operating expenses the City will incur to ensure the solar project is fully functional. As we mentioned previously in this report, the City will enjoy the full benefits and burdens of the solar facility under a self-ownership model. Therefore, things like operations and maintenance expense, insurance, and other operating expenses must be considered in arriving at the net benefit to the City.

**Landfill**

In terms of the landfill, we note that we have suggested the City pursue a third-party ownership model. Under this model the city will not incur any upfront capital outlay and therefore it begins profitable participation in the solar economics of the landfill as soon as it is installed. The roughly
$7.5M cost outlined in the table above will be assumed by a third party and the City will benefit primarily through arbitraging its current electric rate against the rate in the PPA it negotiates with the owner of the landfill.

With the current design we have considered in this report, the landfill is expected to generate 7,291,000 kWh in its first year of operation. Assuming that base case generation, the City will benefit $72,910 for each $.01/kWh it purchases power under the PPA relative to its other electricity purchase obligations. For example, if the City is generally purchasing power at $.0927/kWh (excluding the TDSP charges for street lighting), and it purchases power from the landfill at $.083 under a PPA, it would derive a Y1 benefit in the amount of $70,722.7.
Supplemental Information

1) Project Specific Preliminary Sales Reports for the City Hall, Rec Center, Natatorium, Manske Library & Fire Station from Native Solar
2) Project Specific EPC budgets and a blank EPC agreement from Native Solar for the rooftop projects
3) Rooftop project structural review report from Plainview Engineering
4) Oncor pre-screen materials that were completed prior to interconnection applications being filed for all prospective projects, both rooftop and landfill
5) Oncor Landfill Solar Interconnection Study Invoice (Paid)
7) Landfill Interconnection Report from Oncor complete with engineering details from the Interconnection Application
8) Pre-Sales Layout and equipment selection for the Landfill project from Exyte
9) TCEQ Form 20787 - Authorization to Disturb Final Cover Over Closed Municipal Solid Waste Landfill for Non-Enclosed Structure
10) TCEQ Form 20714 – Correspondence Cover Sheet – Waste Permits Division
11) Bio on Gayatri Bitracanti, Waste Permits Division, Texas Commission on Environmental Quality
12) TCEQ Subchapter T: Permitting Standards for Owners and Operators of Commercial Industrial Nonhazardous Waste Landfill Facilities
Solar Feasibility Study

Department of Sustainability and Public Health with Shor Power and Sea Oak Capital
May 19, 2020
TABLE OF CONTENTS

Presentation of Solar Feasibility Study (Adam Shor and Dan Poydenis)
- Background
- Feasibility Study
- Proposed Projects
- Oncor Solar Photovoltaic Project Incentive
- Project Considerations

Staff Recommendations (Katy Evans)
- Landfill Solar Project
- Rooftop Solar Projects
- Alternative Energy Options
Today’s Objectives

• Receive a report from the City’s consultants on the results of the Solar Feasibility Study
• Compare green energy options
• Receive staff recommendations
• Provide direction
Background

• In April 2019, City of Farmers Branch released a request for qualifications to solicit references and technical qualifications from firms to perform a solar feasibility study of City facilities and parcels of City land, including the City’s closed landfill.

• The City selected the joint submission from Shor Power and Sea Oak Capital to complete the solar feasibility study.

• On June 4, 2019 Farmers Branch City Council approved a contract with Shor Power (Resolution No. 2016-65) to explore the feasibility and cost effectiveness of installing solar infrastructure on city facilities and property with a budget of $49,480.
Project Goals

• Assessment of environmental and financial long term benefits to the City if solar energy systems are installed.

• Assessment of the potential to install solar energy system(s) on or near municipal facilities to offset municipal electricity usage and the physical constraints associated with each facility.

• Assessment of the regulatory permitting requirements and challenges for solar projects.

• Typical construction timeline for solar projects.
Feasibility Study Summary

• It is feasible for the City to build solar on several of the City-owned buildings, predominantly those with a larger rooftop area, and evaluate the inclusion of solar from the potential solar landfill project during its ongoing discussions with retail electricity providers for the City’s next long-term electricity contract.

• We have secured an Oncor subsidy for the rooftop projects in the amount of $313,000 that will reduce the cost to the City, should it elect to move forward.

• We recommend the City pursue a self-ownership model of the rooftop projects and pursue a third-party ownership model of the landfill project.

• Next steps would be to complete the development of the projects so that the estimates herein can be refined to reflect actual costs and numbers which can then be relied upon for installation of the projects.
Proposed Rooftop Solar Projects

City Hall
System Size: 83.6 KWdc
Year 1 Production: 129,711 kWh

Margaret Young Natatorium
System Size: 53.5 KWdc
Year 1 Production: 94,583 kWh
Proposed Rooftop Solar Projects

Manske Library
System Size: 218 KWdc
Year 1 Production: 343,642 kWh

Community Recreation Center
System Size: 270 KWdc
Year 1 Production: 415,047 kWh
Landfill Solar Project

Capped Landfill Located at
1399 Valley View Lane
System Size: 5.12 MWdc
Year 1 Production: 7,291,000 kWh

This represents ~56% of the City’s total annual municipal electricity needs.
Project Considerations: Discussion Points

- City Ownership vs. Third Party Ownership
- Connection to Retail Electricity Provider (REP) Contract
- “Behind the Meter” vs. “In Front of the Meter” Regulatory Considerations
- Projected Costs vs. Savings
- Recommendations
Staff Recommendations: Green Energy

Katy Evans
Sustainability Manager
Department of Sustainability and Public Health
Why go green?

Cost Savings

Lead by Example

FY 21 CBO7
Execute Sustainability Initiatives

Reduce Footprint
# Green Energy Options

<table>
<thead>
<tr>
<th>Project</th>
<th>Pros</th>
<th>Cons</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>No change to current programs</td>
<td>• Cost savings up front</td>
<td>• Environmental footprint remains the same</td>
<td>• $0</td>
</tr>
<tr>
<td></td>
<td>• Can be purchased separately from the city’s electricity contract</td>
<td>• The city is still purchasing power from traditional power sources</td>
<td>• Averages about $10k per year, but may vary</td>
</tr>
<tr>
<td></td>
<td>• Allows you to notionally “re-separate” renewable power so that it</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>is dedicated to you</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Each REC is independently tracked and verified</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Effectively reduce footprint</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Renewable Energy Credits (RECs)</td>
<td>• Supports renewable energy</td>
<td>• Renewable energy typically comes with a higher rate</td>
<td>• Varies; TBD based on City’s next electricity contract</td>
</tr>
<tr>
<td></td>
<td>• Leading by example</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Reduced footprint</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landfill Solar Project</td>
<td>• Can generate up to 56% of the City’s annual municipal electricity</td>
<td>• Regulatory hurdles</td>
<td>• Estimated $7,434,457</td>
</tr>
<tr>
<td></td>
<td>needs</td>
<td>• Feasibility depends on the City’s next Retail Electricity Provider</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• High visibility</td>
<td>(Most REPs do not allow net metering, which is a key component of</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>the project)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• High visibility</td>
<td>• High upfront cost</td>
<td></td>
</tr>
<tr>
<td>Rooftop Solar Projects</td>
<td>• Energy cost savings</td>
<td>• High upfront cost</td>
<td>• Varies (see next slide)</td>
</tr>
<tr>
<td></td>
<td>• High visibility</td>
<td>• Operation and maintenance</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Incentivized by Oncor</td>
<td>• 30 year life</td>
<td></td>
</tr>
</tbody>
</table>
# Rooftop Solar

## Manske Library

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upfront Cost:</td>
<td>$580,728</td>
</tr>
<tr>
<td>ONCOR Incentive:</td>
<td>$114,070</td>
</tr>
<tr>
<td>Net Cost:</td>
<td>$466,658</td>
</tr>
<tr>
<td>30-Year Savings:</td>
<td>$983,627</td>
</tr>
</tbody>
</table>

*C成本在第11年恢复

## Recreation Center

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upfront Cost:</td>
<td>$670,905</td>
</tr>
<tr>
<td>ONCOR Incentive:</td>
<td>$120,000</td>
</tr>
<tr>
<td>Net Cost:</td>
<td>$550,905</td>
</tr>
<tr>
<td>30-Year Savings:</td>
<td>$1,174,908</td>
</tr>
</tbody>
</table>

*C成本在第11年恢复
Staff Recommendation

• Staff recommends installing rooftop solar infrastructure on the Manske Library and Recreation Center using fund balance, as it provides a high rate of return over the lifespan of the project.

• Staff recommends the City move forward with procuring green energy in its next electricity contract.
Questions?
Receive an update on the Census

BACKGROUND:
The City Council passed Resolution No. 2018-59 supporting the U.S. Census Bureau 2020 and Resolution No. 2019-49 providing for the creation of a six-member Complete Count Committee consisting of one-member from each council district and the Mayor as committee chair. Mayor Robert Dye will deliver an update on the activities and initiatives that are underway and planned by the Census Committee in support of the 2020 U.S. Census to help ensure every Farmers Branch resident is counted.

DISCUSSION:
The success of the Census Committee will impact census figures which are the basis for defining our federal, state and local political districts. Census figures also fuel medical, economic and social research on communities, and inform much of our local infrastructure planning and decision-making processes. Perhaps most importantly, the data play a crucial role in determining how more than $800 billion of federal funding is distributed and allocated annually across state and local governments. City Council will have the opportunity to review the goals of the Census Committee to identify Hard to Count (HTC) populations in the community, develop strategies to increase their likelihood of participation, and conduct outreach to those communities through trusted voices, whether that is faith-based institutions, immigrants’ rights groups, or local service providers and business leaders.

WEBSITE:
<https://farmersbranchtx.gov/1306/Census-2020>

ATTACHMENT:
1. Census Update Presentation
2. Census Operational Adjustments
2020 US Census
Timeline Update

RESPOND TO CENSUS

Online
By Mail
By Phone

ENTER YOUR CENSUS AT 20CENSUS.GO
# Census Timeline Changes

**May 8, 2020**

<table>
<thead>
<tr>
<th>Activity/Operation</th>
<th>Original Schedule</th>
<th>New Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Response Phase (online, phone, mail)</td>
<td>March 12–July 31</td>
<td>March 12–October 31</td>
</tr>
<tr>
<td>Group Quarters (e-Response and Paper Enumeration)</td>
<td>April 2–June 5</td>
<td>April 2–September 3</td>
</tr>
<tr>
<td>Update Leave—Stateside</td>
<td>March 15–April 17</td>
<td>Selected Area Census Offices starting May 4</td>
</tr>
<tr>
<td>Update Leave—Puerto Rico</td>
<td>March 15–April 17</td>
<td>Needs further review and coordination with outside partners and stakeholders.</td>
</tr>
<tr>
<td>Update Enumerate</td>
<td>March 16–April 30</td>
<td>June 14–July 29</td>
</tr>
<tr>
<td>In-Person Group Quarters Enumeration</td>
<td>April 2–June 5</td>
<td>July 1–September 3</td>
</tr>
<tr>
<td>Mobile Questionnaire Assistance</td>
<td>March 30–July 31</td>
<td>Needs further review and coordination with outside partners and stakeholders.</td>
</tr>
</tbody>
</table>
# Census Timeline Changes
## May 8, 2020

<table>
<thead>
<tr>
<th>Activity/Operation</th>
<th>Original Schedule</th>
<th>New Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service-Based Enumeration</td>
<td>March 30–April 1</td>
<td>Needs further review and coordination with outside partners and stakeholders.</td>
</tr>
<tr>
<td>Count of People Experiencing Homelessness Outdoors</td>
<td>April 1</td>
<td>Needs further review and coordination with outside partners and stakeholders.</td>
</tr>
<tr>
<td>Nonresponse Followup (NRFU)</td>
<td>May 13–July 31</td>
<td>August 11–October 31</td>
</tr>
<tr>
<td>Enumeration of Transitory Locations</td>
<td>April 9–May 4</td>
<td>Tentatively September 3–September 28, but may need further review and coordination.</td>
</tr>
<tr>
<td>Deliver Apportionment Counts to the President</td>
<td>By December 31</td>
<td>Deliver by April 30, 2021</td>
</tr>
<tr>
<td>Deliver Redistricting Counts to States</td>
<td>By April 1, 2021</td>
<td>Deliver by July 31, 2021</td>
</tr>
</tbody>
</table>
Response Rates
May 12, 2020

- Texas 53.5%
- Dallas County 54.8%
- Farmers Branch 58.3%
- Carrollton 64.5%
- Addison 52.4%
- Coppell 74%
Current Initiatives/Considerations

- Census Committee
- Chloroplast signs
- Targeted mailing to apartments and west-side homes
- Sidewalk decals
- Vehicle magnets
- StarCenter
- Library digital sign
- Continued messaging in Twitter, Facebook, NextDoor, and Branch Bulletin
Questions?
The 2020 Census is underway, and more than half of the households across America have responded and more are responding every day. Online, phone, and mailed self-responses will continue throughout the data collection process. In light of the COVID-19 outbreak, the U.S. Census Bureau has adjusted 2020 Census operations in order to:

- Protect the health and safety of the American public and Census Bureau employees.
- Implement guidance from federal, state, and local authorities regarding COVID-19.
- Ensure a complete and accurate count of all communities.

The Office of Management and Budget and the Office of Personnel Management have provided federal agencies with guidelines for resuming operations on an epidemiologically sound, data-driven basis, adhering to the latest federal, state, and local guidance. The Census Bureau continues to monitor the changing conditions at the state and local level, and in consultation with the appropriate officials, update its planned start dates for selected operations in selected states.

The information the Census Bureau receives daily from FEMA and state and local authorities guides Census Bureau decisions on timing. As a result, selected field operations will resume on a phased schedule on a geographic basis.

Under the adjusted 2020 Census operational plan, the Census Bureau is conducting a series of preparatory activities so we are fully ready to resume field activities as we continue to advance the mission of the 2020 Census to ensure a complete and accurate count. In-person activities, including enumeration, office work, and processing activities, will always incorporate the most current guidance from authorities to ensure the health and safety of the public and Census Bureau employees.

<table>
<thead>
<tr>
<th>Activity/Operation</th>
<th>Original Schedule</th>
<th>New Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Self-Response Phase</strong></td>
<td>March 12–July 31</td>
<td>March 12–October 31</td>
</tr>
<tr>
<td>Online, phone, and mailed self-responses continue throughout the data collection process.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Group Quarters (e-Response and Paper Enumeration)</strong></td>
<td>April 2–June 5</td>
<td>April 2–September 3</td>
</tr>
<tr>
<td>Many group quarters have already begun responding through our e-response enumeration option.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Remote Alaska</strong></td>
<td>January 21–April 30</td>
<td>Tentatively January 21–June 19, but may need further review and coordination.</td>
</tr>
<tr>
<td>Early operation to reach parts of Alaska that may be difficult to reach later in the year and whose populations depart for other activities. The operation will be mostly completed on the original planned schedule, though some areas with year-round populations will be enumerated when it is safe to do so.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activity/Operation</td>
<td>Original Schedule</td>
<td>New Schedule</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>---------------------</td>
<td>------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Island Areas</strong></td>
<td>February 3–June 30</td>
<td>Needs further review and coordination with Island Areas governments and stakeholders.</td>
</tr>
<tr>
<td>Census takers interview households in American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, and the U.S. Virgin Islands. This operation is coordinated with the local Island Areas governments. Census takers use paper questionnaires to interview households.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Field Offices at Peak Operations</strong></td>
<td>March 1</td>
<td>Selected Area Census Offices starting May 4.</td>
</tr>
<tr>
<td>Managers and staff commence administrative, training, deployment, and support activities for peak data collection operations. This includes selecting and hiring field staff.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Update Leave—Stateside</strong></td>
<td>March 15–April 17</td>
<td>Needs further review and coordination with outside partners and stakeholders.</td>
</tr>
<tr>
<td>Census takers drop off invitations to respond and paper questionnaires at the front doors of 5 million households stateside while updating the addresses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Update Leave—Puerto Rico</strong></td>
<td>March 15–April 17</td>
<td>Needs further review and coordination with outside partners and stakeholders.</td>
</tr>
<tr>
<td>Update Leave Operation for the Commonwealth of Puerto Rico, approximately 1.7 million households, will be coordinated separately.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Update Enumerate</strong></td>
<td>March 16–April 30</td>
<td>June 14–July 29</td>
</tr>
<tr>
<td>Census takers interview about 2,000 households in remote parts of northern Maine and southeast Alaska.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Nonresponse Followup (NRFU)</strong></td>
<td>May 13–July 31</td>
<td>August 11–October 31</td>
</tr>
<tr>
<td>Census takers will interview households in person.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>In-Person Group Quarters Enumeration</strong></td>
<td>April 2–June 5</td>
<td>July 1–September 3</td>
</tr>
<tr>
<td>Group quarters that remain a part of our in-person group quarters enumeration efforts will begin in July.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Service-Based Enumeration</strong></td>
<td>March 30–April 1</td>
<td>Needs further review and coordination with outside partners and stakeholders.</td>
</tr>
<tr>
<td>We're working with service providers at soup kitchens, shelters, and regularly scheduled food vans to count the people they serve.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Mobile Questionnaire Assistance</strong></td>
<td>March 30–July 31</td>
<td>Needs further review and coordination with outside partners and stakeholders.</td>
</tr>
<tr>
<td>Census Bureau staff assists people with responding online at places people gather (events, grocery stores, etc.).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activity/Operation</td>
<td>Original Schedule</td>
<td>New Schedule</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>----------------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Count of People Experiencing Homelessness Outdoors</strong></td>
<td>April 1</td>
<td>Needs further review and coordination with outside partners and stakeholders.</td>
</tr>
<tr>
<td>Census takers count people under bridges, in parks, in</td>
<td></td>
<td></td>
</tr>
<tr>
<td>all-night businesses, etc.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>April 9–May 4</td>
<td>Tentatively September 3–September 28, but may need further review and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>coordination.</td>
</tr>
<tr>
<td><strong>Enumeration of Transitory Locations</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Census takers count people staying at campgrounds, RV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>parks, marinas, and hotels if they do not usually live</td>
<td></td>
<td></td>
</tr>
<tr>
<td>elsewhere.</td>
<td>April 9–May 4</td>
<td>Tentatively September 3–September 28, but may need further review and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>coordination.</td>
</tr>
<tr>
<td><strong>Process Apportionment Counts</strong></td>
<td>July 31, 2020–December 31,</td>
<td>October 31, 2020–April 30, 2021</td>
</tr>
<tr>
<td>After collection activities are complete, Census Bureau</td>
<td></td>
<td></td>
</tr>
<tr>
<td>experts run and review output from programs to</td>
<td></td>
<td></td>
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<tr>
<td>unduplicate responses, determine final housing unit</td>
<td></td>
<td></td>
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<tr>
<td>status, populate any missing housing unit data on</td>
<td></td>
<td></td>
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<tr>
<td>household size, and finalize the universe to be</td>
<td></td>
<td></td>
</tr>
<tr>
<td>included in the apportionment count file.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Process Redistricting Data</strong></td>
<td>January 1, 2021–March 30,</td>
<td>May 1, 2021–July 31, 2021</td>
</tr>
<tr>
<td>Census Bureau experts run and review programs to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>populate any missing demographic data for each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>household, run differential privacy programs to ensure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>confidentiality, and run tabulation programs for each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>state delivery.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deliver Apportionment Counts to the President</strong></td>
<td>By December 31, 2020</td>
<td>Deliver by April 30, 2021.</td>
</tr>
<tr>
<td>By law, the Census Bureau will deliver each state’s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>population total, which determines its number of seats</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>President Delivers Apportionment Counts to Congress</strong></td>
<td>Within 7 days of start of</td>
<td>Within 14 days of receipt.</td>
</tr>
<tr>
<td></td>
<td>legislative session or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>approximately 10–20 days</td>
<td></td>
</tr>
<tr>
<td></td>
<td>after receipt.</td>
<td></td>
</tr>
<tr>
<td><strong>Deliver Redistricting Counts to States</strong></td>
<td>By April 1, 2021</td>
<td>Deliver by July 31, 2021.</td>
</tr>
</tbody>
</table>
Consider a Board and Commission appointment to the Census 2020 Complete Count Committee; and take appropriate action

BACKGROUND:
With the resignation of Kay Lynn Lyon, as representative of District 5 on the Census 2020 Complete Count Committee, a vacancy has occurred. As vacancies occur, City Council may appoint members to fill open positions. The Committee consists of six members, one member appointed from each City Council district and the Mayor who serves Chairman.

DISCUSSION:
The City Secretary’s Office has received two applications for the Census 2020 Complete Count Committee.

- Stacey Baker
- Beth (Virginia Ferrell)

Both applicants have expressed interest in serving on the Census 2020 Complete Count Committee. Both applicants live in District 5, have passed all background requirements, and are eligible to serve. The City Council must pick one to fill the vacancy.

ATTACHMENTS:
1. Census Committee - Current Roster
2. District 5 - Application Stacey Baker
3. District 5 - Application Beth Ferrell
4. Resolution No. 2019-49

ACTION:
1. I move to appoint (___) to serve as a regular member designated as District 5, on the Census 2020 Complete Count Committee.
2. I move to take no action and seek another candidate.
Jessica Rodriguez  
**Partial Term** Jan 22, 2020 - Aug 31, 2020  
**Email** jessica_rodriguez2013@yahoo.com  
**Home Phone** Home: (214) 808-5760  
**Address**  
13806 Heartside Pl.  
Farmers Branch, TX 75234  
**Position** Place 2

Patricia C Gaytan  
**1st Term** Jul 01, 2019 - Aug 31, 2020  
**Email** pcano73@gmail.com  
**Home Phone** Home: (972) 369-3270  
**Address**  
12224 Treeview ln  
Farmers Branch , TX 75234  
**Position** Place 3  
**Office/Role** Secretary

Elizabeth Aviles  
**1st Term** Jul 01, 2019 - Aug 31, 2020  
**Email** elizabeth.aviles213@gmail.com  
**Home Phone** Mobile: (469) 744-6389  
**Address**  
2524 Brandywine Dr  
Farmers Branch, TX 75234  
**Position** Place 1

Katie Marchant  
**1st Term** Jul 01, 2019 - Aug 31, 2020  
**Email** katielmarchant@gmail.com  
**Home Phone** Mobile: (713) 410-8750  
**Address**  
3611 George Court  
Farmers Branch, TX 75234  
**Position** Place 4
Robert Dye

1st Term Apr 16, 2019 - Aug 31, 2020

Email robert.dye@farmersbranchtx.gov

Position Place 6
Office/Role Chair
Category Mayor

Vacancy

Position Place 5
Profile

Stacey Baker
First Name
Last Name

Email Address

Home Address

Farmers Branch
City
TX
State
75234
Postal Code

Home: (214) 966-8885
Primary Phone

Home:
Alternate Phone

CFBISD
Employer
Kindergarten teacher
Job Title
Teacher
Occupation

Interests & Experiences

Which Boards would you like to apply for?

Farmers Branch Manske Library Board: Reapplying

What are the three things that are most important to you when serving the public?

First, listen to everyone and hear their thoughts. Second, be open to new ideas. Third, think of others before myself.

Describe in your own words the role and responsibility of a board member.

Board members work together to plan for the library’s future. We also need to be liaisons between the citizens, library employees, and the city council.
Describe a time when you had to analyze information and make a recommendation.

At almost every meeting we study data, information, and suggestions. For example at our last meeting, we looked at the attendance the data for different past events to help with future planning. We pay close attention patrons’ suggestions to see what is important them and keep them in mind while working as a board.

Are you willing to attend a required 2 hour orientation and within 90 days complete an online 2 hour video training on the Open Meetings Act?

☐ Yes ☐ No

---

Demographics

I certify that the information contained herein is true and accurate. I understand the eligibility requirements of a background check, residency, and voter registration.*

☐ I am a Farmers Branch Resident & Registered Voter.

Length of Residency:

☐ 15-20 years

Date of Birth

Question applies to multiple boards

Voter ID

Voter Precinct

☐ 2301

Council District

☐ District 5

Background Check

Question applies to multiple boards

Have you completed the background check request?

☐ Yes ☐ No

---

Disclosure & Authorization
Electronic Signature

Stacey Baker

Date

04/05/2020
Profile

Virginia B Ferrell

Email Address

Home Address: Farmers Branch, TX 75234

Primary Phone: (972) 345-3365

Employer: Spirit International

Job Title: Design/creative Director

Occupation: Product Designer/Jewelry displays and packaging

Interests & Experiences

Which Boards would you like to apply for?

Senior Advisory Board: Reapplying

I meet a special requirement for this board: 50 years of age or greater.

Yes ☐ No ☐

Select a position of interest: (Not all positions are available for every board)

☐ Regular Member

What are the three things that are most important to you when serving the public?

Giving back Using experience and knowledge for a greater need Working with peer group for social and mental challenges
Describe in your own words the role and responsibility of a board member.

Set standards to insure the highest quality of leadership Present creative ideas to attract attendance to facilities activities Share friendship and show attention to members of the facility

Describe a time when you had to analyze information and make a recommendation.

The name change to rebrand the facility from Senior Center to The Branch Connection was my recommendation

Are you willing to attend a required 2 hour orientation and within 90 days complete an online 2 hour video training on the Open Meetings Act?

☐ Yes  ☐ No

Demographics

I certify that the information contained herein is true and accurate. I understand the eligibility requirements of a background check, residency, and voter registration.

☐ I am a Farmers Branch Resident & Registered Voter.

Length of Residency:

☐ 15-20 years

Date of Birth

Voter ID

Voter Precinct

☐ 2301

Council District

☐ District 5

Background Check

Have you completed the background check request?

☐ Yes  ☐ No
Disclosure & Authorization

Electronic Signature

VBeth Ferrell

Date

04/28/2020
RESOLUTION NO. 2019-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, CREATING A CENSUS 2020 COMPLETE COUNT COMMITTEE FOR THE PURPOSE OF PLANNING AND IMPLEMENTING LOCAL OUTREACH EFFORTS TO INCREASE COMMUNITY AWARENESS AND PARTICIPATION IN CENSUS 2020; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Census has been performed every ten years since 1790, with the last census in 2010; and

WHEREAS, the City’s decennial census population count directly affects the amount of federal revenue distributed for roads, schools, libraries, senior centers, day care centers, and hospitals; and

WHEREAS, accurate census information is critical to planning for future growth, development and social needs of the City of Farmers Branch; and

WHEREAS, the City welcomes assistance and advice from community-based organizations, the school districts, local businesses and the media in counting the entire local population, including traditionally hard to count, or undercounted, populations; and

WHEREAS, the more informed residents become about the 2020 census operations, the probability of a successful enumeration will be increased; and

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to establish an ad hoc committee to assist in the formulation of community strategies to increase the response to the 2020 Census

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

SECTION 1. The City Council does hereby establish an ad hoc committee to be known as the “Census 2020 Count Committee” (the “Committee”). The Committee shall have six members consisting of (a) one member appointed from each City Council district by the City Council, and (b) the Mayor, who shall be the chairperson of the Committee.

SECTION 2. The purpose and charge of the Committee is to develop strategies and recommend projects and programs designed to increase the participation and response rate to the Census 2020 within the City of Farmers Branch and to increase knowledge and awareness of the Census 2020 throughout the City.

SECTION 3. The Committee members shall serve from their date of appointment and swearing in through August 31, 2020 at which time the Committee shall dissolve. No dissolving resolution shall be necessary.
SECTION 4. The Committee shall establish its rules of procedures and a schedule for regular meetings subject to the following

A. The quorum for the Committee shall be three, inclusive of the Chairperson,

B. The Mayor shall not vote except in the case of a tie vote,

C. Approval of any matter by the Committee shall require the affirmative vote of a majority of the members present, and

D. The Committee shall comply with the provisions of the Texas Open Meetings Act to the same extent as the City’s standing committees.

SECTION 5. The Committee shall report its activities to the City Council on not less than a quarterly basis

SECTION 6. This Resolution shall take effect immediately upon its passage.


ATTEST:

Amy Piukana, TRMC, City Secretary

APPROVED:

Robert C Dye, Mayor

APPROVED AS TO FORM.

Peter G Smith, City Attorney
(kbl 4/5/19 107164)
Discuss agenda items for future City Council meetings
City Council - Future Agenda Items

**Topic(s):**

- Mayor’s Task Force (BB)
- Fire & PD salary long range plan (MB)
- Mail Ballot Voting (CR)
- Cigar Bars (TBD)
- Sign Toppers (BB)
- Environmental Purchasing Policy (TBD)

*All items are subject to change*
Council may convene into a closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate regarding:

- Discuss the purchase, exchange, lease, or sale of real property located west of Webb Chapel, south of Valley View Lane, north of I-635, and east of Josey Lane in Farmers Branch, TX

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

- Consultation with the City Attorney regarding enforcement of Short Term Rental Ordinance and the property located at 3751 Ridgeoak, Farmers Branch, TX