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

B. INVOCATION & PLEDGE OF ALLEGIANCE

C. CEREMONIAL ITEMS

C.1 20-275 Consider accepting a donation for The Branch Connection from the Farmers Branch Woman’s Club; and take appropriate action

C.2 20-277 Presentation of Achievement of Excellence Award to the City Secretary’s Office

D. REPORT ON STUDY SESSION ITEMS

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

Pursuant to Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) expression of thanks, congratulations or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, and 6) announcements involving an imminent threat to public health and safety, and 7) reports from Council Liaisons to supported organizations.

F. 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.

G. **CONSENT AGENDA**

G.1 **20-264** Consider approving the following City Council meeting minute(s); and take appropriate action

- May 19, 2020 *(Regular)*
- May 27, 2020 *(Work Session)*

G.2 **20-296** Consider excusing the absence of Council Member Mike Bomgardner from the May 27, 2020, Work Session Council meeting; and take appropriate action

G.3 **R2020-60** Consider approving Resolution No. 2020-60 for a professional services agreement with DFW MultiMedia, Inc. for video production services; and take appropriate action

G.4 **ORD-3637** Consider adopting Ordinance No. 3637 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, establishing no parking zones for vehicles with a gross vehicle weight exceeding 14,000 pounds on Mira Lago Boulevard, Lago Vista West, Lago Vista East, and Hotel Road; providing a defense if loading or unloading such vehicle; and take appropriate action

G.5 **ORD-3639** Consider adopting Ordinance No. 3639 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, amending No Parking Zones on Commerce Street; and take appropriate action

G.6 **R2020-68** Consider adopting Resolution No. 2020-68 authorizing the City Manager to execute a professional services agreement for architectural services for phase one of the Recreation Center Renovation Project with Quorum Architects, Inc. in the total amount of $169,000; and take appropriate action
G.7  R2020-70  Consider approving Resolution No. 2020-70 amending the composition and governance for the Youth Advisory Council; and take appropriate action

G.8  ORD-3638  Consider adopting Ordinance No. 3638 changing the name of the Public Art and Culture Committee to Art and Culture Committee; and take appropriate action

G.9  R2020-71  Consider approving Resolution No. 2020-71 to continue the Parks and Restoration Board, Manske Library Board, Parks and Recreation Board, Senior Advisory Board, and Art and Culture Committee; and take appropriate action

H.  PUBLIC HEARING(S)

H.1  ORD-3636  Conduct a public hearing and consider adopting Ordinance No. 3636 to amend the Comprehensive Zoning Ordinance including but not limited to amending: Article 2.6 Alcoholic Beverage Sales in Restaurants and Private Clubs, Article 3.21 Light Industrial District, Article 3.22 Heavy Industrial District, and Article 4.5 Performance Standards as it relates to uses and development standards requiring approval of a Specific Use Permit; and take appropriate action

I.  REGULAR AGENDA ITEM(S)

I.1  ORD-3640  Consider adopting Ordinance No. 3640 authorizing the City Manager to execute an agreement for rooftop solar projects for Manske Library, the Farmers Branch Community Recreation Center, and the new Fire Station #2; and take appropriate action

I.2  20-295  Review the establishment of a local Coronavirus Aid, Relief, and Economic Security (CARES) Act funding program

I.3  19-263  Consider annual Board and Commission appointments; and take appropriate action

I.4  20-273  Discuss agenda items for future City Council meetings

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: ______________________
Consider accepting a donation for The Branch Connection from the Farmers Branch Woman’s Club; and take appropriate action

BACKGROUND:
The Farmers Branch Woman’s Club would like to make a donation of $2,000 to The Branch Connection that will be used to purchase new equipment and supplies.

DISCUSSION:
The Farmers Branch Woman’s Club, organized in 1963, is a non-profit organization providing philanthropic support to the Farmers Branch community through volunteer fundraising. With the help of donations from local businesses, supporters, and club members, the Farmers Branch Women’s Club supports local causes and provides scholarships to deserving students in the Carrollton Farmers Branch Independent School District. This donation by the Farmers Branch Women’s Club demonstrates their continued support of City programs, and particularly their support of The Branch Connection.

RECOMMENDATION:
City Administration recommends accepting the $2,000 donation from the Farmers Branch Woman’s Club for The Branch Connection.

POSSIBLE COUNCIL ACTION:
1. I move to accept a donation of $2,000 from the Farmers Branch Woman’s Club, and amend the 2019-2020 budget as required.
2. I move to accept a donation of $2,000 from the Farmers Branch Woman’s Club, and amend the 2019-2020 budget as required, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENT:
1. Thank you letter.
May 25, 2020

Mrs. Jan Wooldridge
Farmers Branch Woman’s Club
P.O. Box 815641
Dallas, TX 75381

Dear Mrs. Jan Wooldridge,

On behalf of the entire Farmers Branch City Council and the participants at The Branch Connection, I want to thank you and the Woman’s Club for your generous donation of $2,000. The Farmers Branch Woman’s Club continues to be an amazing community partner by providing support to The Branch Connection and its programs.

Your donation will be utilized to acquire new equipment and supplies for the Branch Connection. This will help enrich the lives of seniors. Once again, the Council and I thank you.

Warmest Regards,

Robert C. Dye
Mayor, City of Farmers Branch
Presentation of Achievement of Excellence Award to the City Secretary’s Office

BACKGROUND:
This recognition provides validation of the effective management and resources the City Secretary’s Office provides to the residents of Farmers Branch. The Achievement of Excellence Award recognizes Cities who exceed compliance in records management, professional development, government transparency, elections, public information, open meetings act, boards and commissions and policies and procedures.

The Farmers Branch City Secretary’s Office (Consisting of City Secretary Amy Piukana, Assistant to City Secretary Sara Egan, and Administrative Assistance Valerie Hawkins.

Farmers Branch was one of eighteen recipients out of 595 Texas Cities to be recognized.
Consider approving the following City Council meeting minute(s); and take appropriate action

- May 19, 2020 (Regular)
- May 27, 2020 (Work Session)
This meeting will be open to the public and/or viewable via Zoom Videoconference. Texas Governor Greg Abbott has granted temporary suspension of the Open Meetings Act to allow telephone or videoconference. These actions are being taken to mitigate the spread of COVID-19.

The City Council will conduct the meeting by video conference and live at City Hall utilizing telephonic capabilities. Any residents wishing to speak are invited to attend the City Council meeting at City Hall in person or via zoom if related to the Public Hearing item.

Members are entitled to participate remotely via Zoom Teleconferencing. To join the meeting by videoconference visit the link below:
https://farmersbranchtx.gov/councilmeeting

Or iPhone one-tap:US: +13462487799,89566232720#
Or Telephone: Dial (for higher quality, dial a number based on your current location): 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.

Presiding: 1 - Mayor Robert Dye

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

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

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 led the Invocation, Pledge of Allegiance and Pledge to the Texas Flag.

C. CEREMONIAL ITEMS

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

Police Chief David Hale provided a presentation honoring 2019 fallen Peace Officers in observance of National Police Officers Week.

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.

E. CITIZEN COMMENTS

There were no citizens that wished to speak.

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. 2020-58 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

Motion made by Council Member Blackson to approve Consent Items F.1 through F.9, as presented.  Motion seconded by Mayor Pro Tem Norwood.  Motion approved unanimously.

G.  REGULAR AGENDA ITEMS

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

Fire Chief Steve Parker briefed City Council regarding this item. He reviewed the Executive Order GA-21, Dallas County updates including COVID data, Testing, EMS response, Financials, Grants, Donations, UT Southwestern Medical Center analysis, and Metrocrest Services financial support.

The City Council discussed masks for Branch Connection, Deputy Mayor Pro Tem Lynne noted he personally purchased protective masks and delivered to the Branch Connection.

Director of Finance Sherrelle Evans-Jones briefed City Council regarding revenues to watch, reviewing Municipal Court (Projected Revenue Loss FY19-20 $140,000), Parks and Recreation (Projected FY 19-20 Revenue Loss $500,000), Sales Taxes (FY 19-20 Revenue Loss projected $1.2 mill), and Hotel Motel Taxes (Projected Revenue Loss FY 19-20 $1.1 mill).

Ms. Evans-Jones explained that with other revenues such as Water/Sewer, the city is 4% ahead of budget through April 2020 and noted property taxes collected in April increased by $165,000. She noted property tax is supported debt, noting Bond issuance will continue without negative financial impacts to the budget.

The City Council discussed projections, Municipal Court revenue, budget trends, hotel audits for tax purposes, expenditure fund execution process, and if any City fees are being waved. Deputy Mayor Pro Tem Lynne asked for the number of outstanding warrants and a list of Hotel Motel debt to City.

Ms. Evans-Jones explained Staff is gathering data to create three scenarios of action plans to move forward noting no fees have been waved in Municipal Court at this time. She explained night court and E-Court (Zoom Options) have been utilized to assist the public.

City Manager Charles Cox explained Code Enforcement citations have been reduced, with written notices provided. He further stated Municipal Court has been closed.
Director of Parks & Recreation Michael Mashburn briefed City Council regarding this item. Mr. Mashburn reviewed the Recreation Center noting opening of the second floor would occur, once 50% capacity is permitted. He reviewed plans to move Summer Funshine and Teen Camp to The Branch Connection, which is subject to 25% building capacity. He stated the goal is to begin renovation of the first floor, if the budget allows. He reviewed the estimated total of $1,882,000, which does not include equipment purchase. Mr. Mashburn explained the Branch Connection will remain closed through summer months and online programming will be available. He stated the Frog Pond and Natatorium will open June 15 at 25% capacity with slides and play features closed. He noted the indoor pool would be closed until 50% capacity is permitted. He explained the Independence Day Celebration would have limited capacity at the Historical Park or be moved to Brokhaven College. He explained on May 31 youth athletics opens and May 25 the Dog Park reopens.

The City Council discussed amenities such as lounge chair availability, concessions and the innovative solutions, increased capacity for the Summer Funshine Program, special events and locations near DART, rebroadcasting Denton Drive Live, playground equipment use, moving forward with the new normal, the possibility of utilizing portable kiosks to scan seniors for temperature prior to entering the Branch Connection facility.

Mayor Pro Tem Norwood asked if direction from Council is necessary for the Recreation Center.

Mr. Mashburn explained Council direction is needed to help him prioritize projects.

After discussion, the City Council agreed unanimously to move forward with Recreation Center renovation project.

Assistant City Manager Ben Williamson briefed City Council regarding Facility Openings.

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

Sustainability Manager Katy Evans and Consultants Adam Shor and Dan Poydenis provided a Solar Feasibility Study to the City Council. The following summary was provided:
- 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.
- 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.

The proposed City rooftops were identified: City Hall, Margaret Young Natatorium, Manske Library, Community Recreation Center, and Landfill Solar Project.

The City Council discussed cost recovery, grants, green approach, Oncor deadline, and construction timeline.

Mayor Pro Tem Norwood asked Ms. Evans if she supported all four locations. Ms. Evans replied stating she recommends starting with the Manske Library and Recreation Center.

Mayor Pro Tem Norwood stated more research is necessary noting now may not be the right timing.
Deputy Mayor Pro Tem Lynne stated more discussion is necessary, noting at this point, he is opposed.

Council Member Retana explained more research is necessary on savings over the years.

Council Member Bomgardner stated he supports solar at the Library.

Council Member Blackson requested a future discussion on this item.

Mayor Dye stated he supports this project. He stated reducing cost and supporting green initiatives is his goal for the future of Farmers Branch.

**G.3 20-249**

**Receive an update on the Census**

This item was not discussed.

**G.4 20-252**

**Consider a Board and Commission appointment to the Census 2020 Complete Count Committee; and take appropriate action**

A motion was made by Council Member Bomgardner to appoint Stacey Baker to the Census 2020 Complete Count Committee. Motion was seconded by Council Member Blackson. Motion approved unanimously.

**G.5 20-219**

**Discuss agenda items for future City Council meetings**

Deputy Mayor Pro Tem Lynne suggested the City hold a shredding event.

**G.6 20-17**

**Consider authorizing the City Manager to negotiate and execute an interlocal cooperation agreement with Dallas County for distribution of CARE Act Funds; and take appropriate action**

City Manager Charles Cox explained the State announced distribution of State CARES Funds to local governments in the amount of $55/per person based on population. He noted Staff will need policy direction from Council on future programs that may benefit from these funds.

Motion made by Mayor Dye to authorize the City Manager to negotiate and execute an interlocal agreement with Dallas County for CARE Act Funds. Motion seconded by Council Member Retana. Motion approved unanimously.

**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*

Mayor Dye recessed into closed executive session at 10:25 p.m. and reconvened into regular session at 10:56 p.m.
I. **TAKE ANY ACTION NECESSARY AS A RESULT OF THE CLOSED EXECUTIVE SESSION**

Mayor Pro Tem Norwood motioned that the City Manager be authorized to take such action on behalf of the City as may be reasonable and necessary to purchase, or authorize the purchase of Lot 10, Block 1 Valley View Estates, No. 2nd, also known 2981 Primrose Lane for a purchase price not to exceed $205,000.00 plus all closing and acquisition costs and to sign or authorize the City's agent to sign, such other agreements, documents and any amendments thereto, as the City Manager in consultation with the City Attorney deems reasonable and necessary with respect to the closing of said transaction. Motion seconded by Council Member Blackson. Motion approved unanimously.

J. **ADJOURNMENT**

Mayor Dye made a motion to adjourn at 10:57 p.m. Motion seconded by Mayor Pro Tem Norwood. Motion approved unanimously.

Signed: __________________________

Mayor Robert C. Dye

Attest: __________________________

City Secretary, Amy M. Piukana
City of Farmers Branch

Meeting Minutes

City Council

Wednesday, May 27, 2020  12:00 PM  HUB Training Room

CITY COUNCIL - WORKSHOP
Sunset Review and Boards & Commissions Review

Absent:  1 - Council Member Mike Bomgardner
Presiding:  1 - Mayor Robert Dye
Present:  4 - Mayor Pro Tem John Norwood, Council Member Bronson Blackson, Deputy Mayor Pro Tem Terry Lynne and Council Member Cristal Retana
Staff:  5 - City Manager Charles Cox, Deputy City Manager John Land, Assistant City Manager Benjamin Williamson, City Secretary Amy Piukana, and Assistant to City Secretary Sara Egan

A.  CALL TO ORDER - WORKSHOP

Mayor Dye called the meeting to order at 12 p.m.

A.1  20-102  Receive Sunset Review presentations and conduct a Sunset Review of Boards and Commissions

The City Council received a Sunset Review presentation from the following boards:
- Parks & Recreation Board - Chair Jan Wooldridge
- Public Art & Culture - Chair Derek Whitener
- Sustainability Committee - Chair David Griggs
- Historical Preservation & Restoration Board - Ann Christman
- Senior Advisory Board - Matt Rice
- Library Board - Jennifer Bauer (Zoom Recording)

A.2  20-136  Discuss and review applications for annual Boards and Commissions and Youth Council appointments

The City Council discussed the Sustainability Committee. Council Member Retana suggested broadening the scope of the Sustainability Committee to include bigger environmental issues such as air quality and water conservation and more.

After discussion, the City Council agreed unanimously to consider sunsetting the Sustainability Committee to allow for a new staff member to be hired, and time to review and restructure a new Committee for this purpose. The City Council agreed to repurpose and recreate a committee in July or August.
A.3 20-151 Conduct Slate List Exercise for Boards and Commissions

The City Council conducted slate list exercises for annual board and commission appointments and Youth Council appointments. The City Council unanimously agreed to amend the Youth Council resolution and enlarge the board to 9 members. No official action was taken, and this item will be added to the June 9 City Council meeting.

B. ADJOURNMENT

Mayor Dye motioned to adjourn the meeting at 2:50 p.m. Motion seconded by Council Member Blackson. Motion approved unanimously.

Signed: __________________________
Mayor Robert C. Dye

Attest: ____________________________
Amy M. Piukana, City Secretary
Consider excusing the absence of Council Member Mike Bomgardner from the May 27, 2020, Work Session Council meeting; and take appropriate action

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

DISCUSSION:
The City Council may wish to consider excusing the absence of Council Member Bomgardner from the May 27, 2020, City Council meeting.

RECOMMENDATION:
Approve the absence of Council Member Bomgardner from the May 27, 2020, City Council meeting.

POSSIBLE COUNCIL ACTION:
1. I move to approve excusing the absence of Council Member Bomgardner from the May 27, 2020 Work Session meeting.
2. I move to deny excusing the absence of Council Member Bomgardner.
3. I move to table the issue for further study or take no action.
Consider approving Resolution No. 2020-60 for a professional services agreement with DFW MultiMedia, Inc. for video production services; and take appropriate action

BACKGROUND:
The City sent out five Requests for Quotations on March 10, and received three responses by the March 23 deadline. Of the three, DFW Multimedia offers all professional media and video services that the City requires at the lowest bid.

DISCUSSION:
DFW MultiMedia has provided the City with video and technical support for a variety of projects, including regularly scheduled City Council and Planning and Zoning meetings, as well as recording select special events and targeted promotional videos. City staff has done business with DFW Video for a number of years, and feel they are the best fit in meeting and exceeding the contract requirements.

Cost Comparison of Previous Agreement to Proposed Agreement

Council/P&Z Meeting Production Costs

Old Contract (based on 48 meetings per year w/ 4 hour minimum to include prep time and shutdown): $13,440

New agreement (based on 48 meetings per year w/ 4 hour minimum to include prep time and shutdown): $20,640

- It should be noted that DFW Video has not raised rates in the first six years of association with the City, despite the rising costs of labor for specialized video technicians.
- Of the other two respondents to the RFP, one did not quote meeting production, one quoted meeting production at $119,760 per year (based on 48 meetings).

Special Events

- Old Contract: $111 per hour
- New Contract: $125 per hour

Miscellaneous Video Production

- Old Contract: $125 per hour
- New Contract: $90 to $125 per hour

Video Dubbing

- Old Contract: $25 per hour
- New Contract: $25 per hour
FISCAL IMPACT:
Budgeted Financial Impact - All contract expenses are budgeted in the Contractor Services Account for the scope of projects outlined in the agreement.

RECOMMENDATION:
City Administration recommends approving this resolution and authorizing the execution of this agreement.

POSSIBLE COUNCIL ACTION:
1. Move to approve Resolution No. 2020-60
2. Move to approve Resolution No. 2020-60, with modifications.
3. Move to table the issue for further study or take no action.

ATTACHMENT(S):
1. Resolution No. 2020-60
2. DFW Multimedia Professional Services Agreement
RESOLUTION NO. 2020-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A VIDEO PRODUCTION SERVICES AGREEMENT WITH DFW MULTIMEDIA, INC. FOR VIDEO PRODUCTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to engage videotaping, programming, editing and production services related to bi-monthly City Council meetings, Planning and Zoning meetings and other video services as requested, including special events, dubbing for Public Information requests and Emergency Operations; and

WHEREAS, the City Council finds it to be in the public interest to enter into a Video Production Services Agreement with DFW MultiMedia, Inc. for such professional services;

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

SECTION 1. The City Manager is authorized to negotiate and execute on behalf of the City a Video Production Services Agreement with DFW MultiMedia, Inc. to provide video production services.

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


ATTEST:                      APPROVED:

____________________________________  ______________________________________
Amy Piukana, City Secretary          Robert C. Dye, Mayor

APPROVED AS TO FORM:

____________________________________
Peter G. Smith, City Attorney
(PGS:06-02-20:TM 115980)
STATE OF TEXAS § VIDEO PRODUCTION SERVICES AGREEMENT
COUNTY OF DALLAS §

This Video Production Services Agreement ("Agreement") is made by and between the City of Farmers Branch, Texas (the "City") and DFW MultiMedia, Inc. (the "Company") (each a "Party" or collectively "Parties"), acting by and through their respective authorized representatives.

WITNESSETH

WHEREAS, the City desires to engage the Company to provide video production services, including pre-production, taping and editing, as well as providing counsel to City staff regarding production methods, set requirements, lighting, and editing processes in an effort to develop a professional, final product, as an independent contractor and not as an employee, in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Company desires to render services for the City as set forth in Exhibit "A" (the "Scope of Services") in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 The initial term of this Agreement shall be for a period of three (3) years beginning June 10, 2020. Thereafter, the term of this Agreement may be renewed by the City for two (2) successive terms of one year each (each a "Renewal Term") by providing written notice to the Company prior to the expiration of the then current term. The compensation to be paid Company shall remain the same for any Renewal Term.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, the Company shall have thirty (30) days to complete any work then in progress, and shall deliver to the City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Company in connection with this Agreement. In the event of such termination, the Company shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination. Upon termination of this Agreement, the Company shall deliver all records, notes, data, memorandum, models, and equipment of any nature that are the property of the City or relate to the City’s business.
Article II
Scope of Services

2.1 Services. The Company shall provide videotaping, programming, editing and production services related to bi-monthly City Council meetings, Planning and Zoning meetings and other video services as requested, including special events, dubbing for Public Information requests and Emergency Operations services as set forth in the Scope of Services. The City shall provide the Company a minimum of seventy-two (72) hours prior notice of any City event that the City wants Company to videotape. The Company is responsible for the editing and completion of each program; however, the City retains the right to approve the final edit of any program or event taped in connection with this Agreement and retains all right of ownership thereof. The way the Company services are to be performed and the specific hours to be worked by the Company shall be determined solely by the Company, subject to the need for the services set forth herein. The Company shall work as many hours as may be reasonably necessary to satisfy its obligations under this Agreement.

2.2 Production Rights. All programming, videotape or other work prepared by the Company for the City pursuant to this Agreement shall be the sole property of the City. The City shall have exclusive right to retain all pre- and post-production videotape and any reproductions and/or intellectual property generated as a result of the Company services. The Company agrees that any videotape or reproduction is the sole property of the City, and that the Company hereby expressly waives all title and rights to any such materials or property. The provisions of this Section shall survive termination.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Company represent the best judgment of the Company.

2.4 In case of conflict between this Agreement and any exhibits forming a part of this Agreement, the provisions of this Agreement shall govern.

Article III
Compensation

3.1 Compensation. The City shall pay the Company for the services rendered according to the schedule below. The compensation shall be paid to the Company on the fifteenth (15th) day of each calendar month (or the next business day if the fifteenth (15th) day falls on a weekend or holiday) following the calendar month during which the services were performed. In the event of termination, the Company shall be entitled to payment for any month or a portion of a month that occurred prior to the date of termination for which the Company has not yet been paid.
<table>
<thead>
<tr>
<th>Service</th>
<th>Fees/Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Production of City meetings</td>
<td>$20,640</td>
</tr>
<tr>
<td>Special Events (per hour)</td>
<td>$125 to 200 based on tech needs</td>
</tr>
<tr>
<td>A/V Dubbing (per hour)</td>
<td>$40</td>
</tr>
<tr>
<td>Miscellaneous Video Production (per hour)</td>
<td>$90 to 125</td>
</tr>
</tbody>
</table>

3.2 Additional Services. Additional services requested by the City in writing will be billed at a reasonable rate based upon services provided and agreed upon by both Parties prior to the start of any work, in which event the Parties shall mutually execute an appropriate amendment to this Agreement to reflect the scope of work and agreed compensation.

3.3 Expenses. Unless otherwise provided herein, the Company shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges, unless otherwise provided herein.

Article IV
Devotion of Time; Personnel; and Equipment

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

4.2 To the extent reasonably necessary for the Company to perform the services under this Agreement, the Company shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Company may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Company.

4.3 The Company shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article V
Miscellaneous

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

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

5.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

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

5.7 Independent Contractor. It is understood and agreed by and between the Parties that the Company in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third Party in connection with these actions. All services to be performed by Company pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Company shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

If intended for City:  With Copy to:

Attn: Tom Bryson  Peter G. Smith
   Director of Communications  Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
   City of Farmers Branch  500 North Akard
   13000 William Dodson Parkway  1800 Ross Tower
   Farmers Branch, Texas 75234  Dallas, Texas 75201

If intended for Contractor:

Attn: Kevin Slayter
   DFW MultiMedia, Inc.
   13747 Montfort Drive, Suite 340
   Dallas, Texas 75240
5.9 **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

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

5.11 **Indemnification.** COMPANY DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE COMPANY, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS’ FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL’S LIABILITY.

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

5.12 **Audits and Records.** The Company agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Company’s records relating to the services provided pursuant to this Agreement, and for a period of one (1) year following the date of completion of services as determined by the City, or date of termination if sooner.

5.13 **Insurance.**

(a) Company shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Company’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000 per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Company, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker’s Compensation Insurance covering all of Company’s employees involved in the provision of services under this Agreement.
(b) All insurance shall be endorsed to: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage, with the exception of Worker’s Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Company shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

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

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services.

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

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

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

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

CITY OF FARMERS BRANCH, TEXAS

By: ______________________________________
    Charles S. Cox, City Manager

APPROVED AS TO FORM:

__________________________________________
City Attorney
(PG:06-01-2020:TM115976)

SIGNED AND AGREED this ______ day of _____________________, 2020.

DFW MULTI MEDIA, INC.

By: ______________________________________
    Name:________________________________________
    Title:________________________________________
EXHIBIT “A”
Scope of Services

Production Services for City Council Meetings
City Council meetings are held at City Hall, which also houses a production facility. The existing equipment consists of a three-camera switching system, automated character generator, 16-channel audio board, live switching utilizing Blackmagic, and programming via Tightrope, and editing products for post-production. Should Company choose not to use existing equipment, please specify what type of equipment will be used for video production of Council and Planning and Zoning meetings. Equipment should ensure that video quality of production is better than or equal to that which can be produced using existing equipment.

Each evening, the Company will be expected to complete a checklist before and after each meeting. The Company must be able to assist Council, Board members, staff and speakers in troubleshooting computer, audio and video problems. Expect a minimum commitment of approximately 3.5 hours per City Council meeting and 2.5 hours per Planning and Zoning meeting for up to 24 meetings each. Schedules are subject to change.

Specifications:
- Two evening Study Session and City Council meetings are hosted at City Hall every month (the months of July and August usually host only one meeting), minimum of 3.5 hours each meeting.
- Two operators needed skilled in the use of the aforementioned equipment.
- Operators must be skilled in troubleshooting problems with aforementioned equipment.
- Operators must be skilled in the use of various software including Microsoft’s PowerPoint (all versions Windows XP and later).
- Meetings are streamed live; Operator must be knowledgeable of ViewCast Niagara 2100 converter box or propose alternative method for streaming.
- At least one Operator must be onsite ninety minutes prior to meeting start times to power up, test and troubleshoot.
- Operator may be asked to prepare and upload graphics for meetings and must properly queue such graphics for meetings.
- Two evening Planning and Zoning meetings are hosted at City Hall every month, minimum of 2.5 hours each meeting.
- Only one operator is required for the Planning and Zoning meetings as these meetings are recorded for archive purposes only.

Special Event(s) as requested by the City
The City of Farmers Branch hosts various special events throughout the year. Traditionally, the following events have been videotaped for playback at a later date:
- Veteran’s Day
- Town Hall Meetings (two annually, dates vary each year)

This list is not a comprehensive listing of all possible special events for which video services may be needed. However, based on the specifications below, the Company is expected to provide video production services for special events with a minimum expectation of 25 - 35 hours annually.
EXHIBIT “A”
Scope of Services

Specifications:
For these additional events, the City expects the Company to provide the following services:
  • One camera and operator committed for wide view of event.
  • One camera and operator committed for close-ups at event.
  • Operator must be onsite 2 hours prior to event start times to set up, power up, test and troubleshoot.
  • Operator for sound board.
  • Provide input and advice to the City, if requested, for optimal camera placement, audio setup, and other production functions, such as lighting and framing.
  • Provide for post-production editing with music, graphics, and video roll ins (pending approval by City).
  • Provide input, as requested, during the set up preparation that typically occurs the day prior to the event.

A/V Dubbing for Open Records Requests
The City receives many requests for audio and video records, primarily materials from either Council meetings or from police mobile video cameras. This service is on call only and cannot be pre-scheduled. Based on the specifications below, the Company is expected to provide for the provision of dubbing audio and video files for open records requests.

Specifications:
  • Operator must be able to dub requested materials within the time frame specified by state law and as requested by the City.

Miscellaneous Video Production
From time to time, the City utilizes special videos for different events. In the past, Town Hall meetings and the Veteran’s Day event both had dedicated videos produced for display at the event. These videos typically run between 12 and 20 minutes in length and feature on camera interviews with city staff, integration of photos and video, and music. City staff would be primarily responsible for general idea conception and script writing. This service is on-call only and cannot be pre-scheduled. These, and other, miscellaneous video productions may be executed utilizing different vendors and/or student assistance. Recognizing the Company as the City’s primary video vendor, due consideration will be given to affording such opportunities to the Company.

Specifications:
  • Operator must be able to utilize existing equipment at City Hall to shoot in-house and offsite footage.
  • Operator may be asked to provide equipment for off-site shoots at various locations throughout the City.
  • Provide input and advice to the City, if requested, for optimal camera placement, audio setup, and other production functions, such as lighting.
  • Provide for post-production editing (pending approval by City).
Consider adopting Ordinance No. 3637 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, establishing no parking zones for vehicles with a gross vehicle weight exceeding 14,000 pounds on Mira Lago Boulevard, Lago Vista West, Lago Vista East, and Hotel Road; providing a defense if loading or unloading such vehicle; and take appropriate action.

BACKGROUND:
The police department has received numerous complaints regarding on-street parking and storage of large trucks in the peninsula area. The large trucks: are unsightly, impair visibility, and monopolize on-street parking. This prevents apartment residents from being able to utilize parking near the adjacent complexes.

DISCUSSION:
This ordinance will prevent the on-street parking of trucks rated Class Four or higher, with a gross vehicle weight exceeding 14,000 pounds, in and around the apartment complexes in the peninsula area. It will make parking more available to apartment residents and visitors as was originally intended.

This area is located within PD-81 and is considered mixed residential. The consensus is that the area allows for commercial uses as well as residential. Therefore, the current residential parking prohibitions covered in the comprehensive zoning ordinance do not apply.

The police department consulted with the Director of Planning, Director of Community Services and the City Attorney in order to develop the parameters for the proposed ordinance.

RECOMMENDATION:
City Administration recommends adopting Ordinance No. 3637 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, establishing no parking zones for vehicles with a gross vehicle weight exceeding 14,000 pounds on Mira Lago Boulevard, Lago Vista West, Lago Vista East, and Hotel Road.

ACTIONS:
1) Motion to adopt Ordinance No. 3637 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95,
establishing no parking zones for vehicles with a gross vehicle weight exceeding 14,000 pounds on Mira Lago Boulevard, Lago Vista West, Lago Vista East, and Hotel Road.

2) Motion to deny Ordinance No. 3637 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, establishing no parking zones for vehicles with a gross vehicle weight exceeding 14,000 pounds on Mira Lago Boulevard, Lago Vista West, Lago Vista East, and Hotel Road.

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. Plat Map
2. Truck Weight Class Chart
3. Photo of Trucks 5/28/2020
4. Aerial Photo
5. Ordinance No. 3637
ORDINANCE NO. 3637

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 82 “TRAFFIC AND VEHICLES”, ARTICLE II “OPERATION OF VEHICLES”, DIVISION 6 “PARKING”, SECTION 82-95 “NO PARKING ZONES” BY ESTABLISHING NO PARKING ZONES FOR VEHICLES WITH A GROSS VEHICLE WEIGHT EXCEEDING 14,000 POUNDS ON MIRA LAGO BOULEVARD, LAGO VISTA WEST, LAGO VISTA EAST, AND HOTEL ROAD; PROVIDING A DEFENSE IF LOADING OR UNLOADING SUCH VEHICLES; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED $200; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Administration, in order to increase the safety of the movement of traffic along the public thoroughfares of the City of Farmers Branch, is recommending establishing no parking zones for vehicles with a gross vehicle weight of 14,000 pounds on Mira Lago Boulevard, Lago Vista West, Lago Vista East, and Hotel Road and to provide certain defenses to such violations; and

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to amend the Code of Ordinances of the City of Farmers Branch to concur in the foregoing recommendation;

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

<table>
<thead>
<tr>
<th>Street:</th>
<th>Description</th>
<th>Time of Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel Road</td>
<td>Both sides from its intersection with Mira Lago Boulevard to its intersection with Interstate Highway 635 (LBJ Freeway), but applicable only to vehicles with a gross vehicle weight greater than 14,000 pounds when active loading or unloading of personal property into or out of the vehicle from or to an adjacent property is not occurring</td>
<td>All times</td>
</tr>
<tr>
<td>Lago Vista East</td>
<td>Both sides from its intersection with Mira Lago Boulevard to its intersection with Lago Vista West, but applicable only to vehicles with a gross vehicle weight greater than 14,000 pounds when active loading or unloading of personal property into or out of the vehicle from or to an adjacent property is not occurring</td>
<td>All times</td>
</tr>
<tr>
<td>Lago Vista West</td>
<td>Both sides from its intersection with Mira Lago Boulevard to its intersection with Lago Vista East, but applicable only to vehicles with a gross vehicle weight greater than 14,000 pounds when active loading or unloading of personal property into or out of the vehicle from or to an adjacent property is not occurring</td>
<td>All times</td>
</tr>
<tr>
<td>Mira Lago Boulevard</td>
<td>Both sides for its entire length, but applicable only to vehicles with a gross vehicle weight greater than 14,000 pounds when active loading or unloading of personal property into or out of the vehicle from or to an adjacent property is not occurring</td>
<td>All times</td>
</tr>
</tbody>
</table>

**SECTION 2.** Appropriate signs prohibiting parking at the places and during the times consistent with this Ordinance shall be installed and maintained by City forces.

**SECTION 3.** Any person violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined a sum not to exceed TWO HUNDRED DOLLARS ($200.00).

**SECTION 4.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 5.** If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than the portion so decided to be invalid or unconstitutional.
SECTION 6. This ordinance shall take effect from and after its passage and the publication of
the caption of said ordinance as the law and the City Charter in such cases provides.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH,
TEXAS, ON THE 9TH DAY OF JUNE 2020.

ATTEST:

Amy Piukana, City Secretary

APPROVED:

Robert C. Dye, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

(kbl:5/27/2020.115868)
Consider adopting Ordinance No. 3639 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, amending No Parking Zones on Commerce Street; and take appropriate action

BACKGROUND:
The City has recognized an issue with on-street parking on Commerce Street from Mercer Parkway to LBJ frontage road. Commerce Street is a collector street intended to carry traffic out of the west side development area. The design of the roadway allows for a maximum of 3 lanes. The current configuration is one lane in both north and south direction with a turn lane at the north end intersection with Mercer Parkway. The configuration does not allow for parking on either side of the roadway, however, due to the number of apartment complexes being built adjacent to the roadway, parking on the roadway has become an issue.

DISCUSSION:
In the interest of traffic safety and to allow better traffic movement along Commerce Street, City staff and the Police Department have determined vehicles parked along both sides of the street creates a hazard for traffic entering and exiting Commerce Street at Mercer Parkway and creates nonstandard narrowed travel lanes for safe two-way traffic.

RECOMMENDATION:
City Staff and the Police Chief recommends amending the Code of Ordinances by establishing a no parking zone along both sides of Commerce Street from Mercer Parkway to LBJ Frontage Road.

POSSIBLE COUNCIL ACTION:
1. I move to adopt Ordinance No. 3639 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, amending No Parking Zones on Commerce Street.
2. I move to adopt Ordinance No. 3639 amending the City of Farmers Branch Code of Ordinances, Chapter 82, Traffic and Vehicles, Article II, Division 6, Section 82-95, amending No Parking Zones on Commerce Street, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENTS:
1. Location Map
2. Ordinance No. 3639
LOCATION MAP

PROPOSED NO PARKING

MERcer PKwY

ComMerce ST

ih635

Document Path: G:\0B-CAD & GIS\GIS\0-Arcmap Projects\1-Location Maps\Location Map 2.mxd

Date: 5/29/2020
ORDINANCE NO. 3639

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 82 “TRAFFIC AND VEHICLES”, ARTICLE II “OPERATION OF VEHICLES”, DIVISION 6 “PARKING”, SECTION 82-95 “NO PARKING ZONES” BY ESTABLISHING A NO PARKING ZONE ON COMMERCE STREET; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERABILITY CLAUSE; REPLACING ALL CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED $200.00; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City Administration, in order to increase the safety of the movement of traffic along the public thoroughfares of the City of Farmers Branch, is recommending the establishment of certain no parking zones along Commerce Street; and

WHEREAS, the City Council of the City of Farmers Branch, Texas, finds it to be in the public interest to amend the Code of Ordinances of the City of Farmers Branch to establish the recommended “no parking zones”;

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

SECTION 1. Code of Ordinances, Chapter 82, “Traffic and Vehicles”, Article II, “Operation of Vehicles”, Division 6, “Parking”, Section 82-95, “No Parking Zones”, is hereby amended by establishing a new no parking zone on Commerce Street:

<table>
<thead>
<tr>
<th>Street:</th>
<th>Description</th>
<th>Time of Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commerce Street</td>
<td>Both sides, from its northern intersection with Mercer Parkway to its southern intersection with IH635 Frontage Road.</td>
<td>All times</td>
</tr>
</tbody>
</table>

SECTION 2. All ordinances or parts thereof expressly in conflict with this ordinance are hereby repealed.

SECTION 3. Appropriate signs prohibiting parking at the places and during the times consistent with this Ordinance shall be installed and maintained by City forces.

SECTION 4. Any person violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined a sum not to exceed TWO HUNDRED DOLLARS ($200.00).
SECTION 5. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than the portion so decided to be invalid or unconstitutional.

SECTION 7. This ordinance shall take effect from and after its passage and the publications of the caption of said ordinance as the law and the City Charter in such cases provides.


ATTEST:                                        APPROVED:

______________________________________________  ____________________________
Amy Piukana, City Secretary                    Robert C. Dye, Mayor

APPROVED AS TO FORM:

______________________________________________
Peter G. Smith, City Attorney

(kbl:6/1/2020:115932)
Consider adopting Resolution No. 2020-68 authorizing the City Manager to execute a professional services agreement for architectural services for phase one of the Recreation Center Renovation Project with Quorum Architects, Inc. in the total amount of $169,000; and take appropriate action.

BACKGROUND:

The FY2019-20 budget includes funding for the first phase of the Recreation Center Renovation Project (“Project”). The first phase of the renovation is focused on the first floor of the Recreation Center, which includes:

- West gym
- Front entrance and hall corridors
- Children’s area
- Meeting rooms and Kitchen
- Restrooms
- Office areas

The next step in the Project is the architectural design of the west gym; front entrance-hall corridors, and children’s area, which includes design, construction plans, project bidding, and construction design oversite. This project supports the City of Farmers Branch Critical Business Outcome - Plan for, build, and maintain high quality public assets.

DISCUSSION:

The City of Farmers requested a proposal from Quorum Architects, Inc. for the design, construction documents, project bidding, and construction design oversite of phase one of the Project. City staffed reviewed the proposal as to meeting the scope of project and desire to get Council approval to negotiate and execute the agreement.

Quorum Architects, Inc. was the company that provided services for the preliminary design drawings for this project presented to council on February 19, 2020. Quorum has worked with the City on the following projects:

- Animal Adoption Center
- Space needs assessment and master plan on Service Center
- Preliminary design drawing for the Library and the Stars Center
- Keenan Service Center
Quorum was selected because of past successful and well received design projects. They have demonstrated their ability to provide quality design concepts and on building projects have always designed a long term sustainable end product at the best value.

**FISCAL IMPACT:**

Budgeted Financial Impact $169,000  1036052-645015

**RECOMMENDATION:**

City Administration recommends to authorize negotiation and execution of this agreement with Quorum Architects, Inc. for professional architectural services associated with the design, construction plans, project bidding, and construction design oversite for phase one of the Project budgeted in the FY2019-20 Budget.

**POSSIBLE COUNCIL ACTION:**

1. I move to approve Resolution 2020-68 authorizing the City Manager to execute the architectural agreement for the Recreation Center Renovation Project with Quorum Architects in the total amount of $169,000.

2. I move to approve Resolution 2020-68 authorizing the City Manager to execute the architectural agreement for the Recreation Center Renovation Project with Quorum Architects in the total amount of $169,000, with modifications.

3. I move to table the issue for further study or take no action.

**ATTACHMENT(S):**

1. Resolution No. 2020-68
2. Information Memorandum to Council
3. Quorum Architects, Inc. Agreement
RESOLUTION NO. 2020-68

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING NEGOTIATION AND EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH QUORUM ARCHITECTS, INC. FOR ARCHITECTURAL SERVICES ASSOCIATED WITH PHASE ONE OF THE RECREATION CENTER RENOVATION PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City Administration has recommended proceeding with phase one of the Recreation Center Renovation Project (“the Project”); and

WHEREAS, having determined that the firm of Quorum Architects, Inc. is qualified to perform the architectural services necessary for the preparation of design, construction plans, project bidding and construction design oversite for phase one of the Project, City Administration recommends negotiation and execution of a professional services agreement with Quorum Architects, Inc. to provide such architectural services for a fee that is fair and reasonable; and

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

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

SECTION 1. The City Manager is authorized to negotiate and execute on behalf of the City a professional services agreement with Quorum Architects, Inc for architectural services relating to phase one of the Project for a fee not to exceed $169,000.

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


ATTEST:          APPROVED:

Amy Piukana, City Secretary          Robert C. Dye, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

(kbl:6/1/2020:115934)
INFORMATION MEMORANDUM

TO: Mayor and City Council
FROM: Kevin Muenchow, Director of Fleet and Facilities Management
DATE: June 9, 2020
SUBJECT: Architectural Services for Phase One of Recreation Center Renovation Project

BACKGROUND:

The FY2019-20 budget includes funding for the first phase of the Recreation Center Renovation Project ("Project") and supports the City of Farmers Branch Critical Business Outcome – Plan to, build, and maintain high quality public assets. The budget for the Project is $1,925,000.

The first phase of the renovation is focused on the first floor of the Recreation Center, which includes:

- West gym
- Front entrance and hall corridors
- Children’s area
- Meeting rooms and Kitchen
- Restrooms
- Office areas

The next step in the Project is the architectural design of the west gym; front entrance-hall corridors, and children’s area, which includes design, construction plans, project bidding, and construction design oversite. An architect is necessary for this part of the project due to the following:

- State requirement for public buildings for projects over $50,000 when alterations require the removal, relocation or addition of walls or partitions.
- Size and complexity
• Due to the unique design proposed in all three areas an architect will also need to use a lighting consultant to be sure that proper light is dispersed throughout the space without exceeding that permitted by the energy code.
• Modifications to both electrical and mechanical will require code research and coordination
• The complexity of the proposed modifications in all three areas will best be evaluated and designed in a 3-D model form in order to minimize conflicts and discrepancies between mechanical, electrical, structural and interior design.
• It will require the use of mechanical and electrical engineers since the HVAC system in at least two of the three spaces will be modified and the electrical in all three areas will be significantly altered as well.
• Due to the extent of the project, the cost and significant modifications an architect will need to meet with a code official to be sure that the building still meets the code requirements applicable to this renovation. This may include life safety type issues such as exiting from the building and complying with accessibility requirements.

Facilities Management will separately manage the work in the meeting rooms, kitchen, restrooms and office areas. Quorum Architects, Inc. will provide the finishes and color selections for the bid packages for these areas to ensure a consistent look. These will be brought back to council separately at a future date.

DISCUSSION:

The City of Farmers requested a proposal from Quorum Architects, Inc. for the design, construction documents, project bidding, and construction design oversite of phase one of the Project. City staffed reviewed the proposal as to meeting the scope of project and desire to get Council approval to negotiate and execute the agreement.

Quorum Architects, Inc. was the company that provided services for the preliminary design drawings for this project presented to council on February 19, 2020. Quorum has worked with the City on the following projects:

• Animal Adoption Center
• Space needs assessment and master plan on Service Center
• Preliminary design drawing for the Library and the Stars Center
• Keenan Service Center

Quorum was selected because of past successful and well received design projects. They have demonstrated their ability to provide quality design concepts and on building projects have always designed a long term sustainable end product at the best value.
RECOMMENDATION:

City Administration recommends to authorize negotiation and execution of this agreement with Quorum Architects, Inc. for professional architectural services associated with the design, construction plans, project bidding, and construction design oversite for phase one of the Project budgeted in the FY2019-20 Budget.
May 29, 2020

Kevin Muenchow  
Director of Facilities  
13000 William Dodson Parkway  
Farmers Branch, TX  75234

RE:  Farmers Branch Recreation Center  
Design and Construction Administration  
Quorum No: 19174.01

Dear Kevin,

Quorum Architects, Inc. is pleased to submit this proposal for design and construction administration for spaces within the Farmers Branch Community Recreation Center Design and Construction. We have provided herein a detailed description of each proposed task based on our preliminary project understanding and discussions. We are available to discuss our proposal at your convenience.

Below we have summarized our understanding of the project scope, fee and deliverables to clearly communicate expectations of each party. For budgeting purposes as well as for the purpose of providing a general baseline for this proposal, we are assuming our scope of work will be limited to the following areas: 1) the Lobby, reception desk, and main corridors, 2) the Gym / fitness area, and 3) the Children’s area, and will be based generally upon the renderings provided in February. Additionally, Quorum will provide a list of recommended materials and colors for the ground level restrooms to compliment the work in the areas under our scope.

It is our understanding that the City will be having the demolition work done outside of our scope while we are designing the improvements, and that the City will perform design and construction for the community rooms and restrooms using the material selection provided by Quorum. If there are significant changes in direction from the City following the preliminary Design, changes to this Basic Services scope and compensation may become necessary due to a change in scope for us or our consultants. Upon approval of the proposal, and prior to beginning Basic Services, the Architect and Client agree to enter into an Agreement between Owner and Architect (AIA Document B101) as agreed upon by both parties for more detailed scope definition.

**BASIC SERVICES**

Design Development  – Based on the mutually agreed upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Architect will utilize related unit costs for similarly constructed facilities recently designed by Quorum as a basis for using square foot
costing methods. Design Development Documents consisting of drawings and other documents shall fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Generally, most of the drawing sheets will be started as well as most specification sections, although the details of each will be completed during Construction Document development.

Construction Documents – Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the project. The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions. The Architect shall assist the Owner in preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor. It is anticipated that the Owner will utilize a competitive sealed proposal process for bidding and will provide the Architect in a value rating system for evaluation of proposals. Architect will assist in permit application and submission with final permit being obtained in the name of the selected general contractor. One rendering will be included in Basic Services.

Bidding – The Architect will assist the Owner in bidding, including attending Pre-proposal meeting, development of addenda as necessary and answering contractor RFI’s, questions of clarifications on the Documents, and other concerns. Architect will also review and analyze proposals, and provide an evaluation letter for final contractor selection by the City.

Construction Administration – The Architect shall provide administration of the Contract for Construction as set forth in the General Conditions of the Contract for Construction, unless otherwise provided in this Agreement. The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor’s operations, or as otherwise agreed by the Owner and the Architect, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

For the purpose of this proposal, we have assumed a maximum of 12 site visits over a four (4) month construction period, including a pre-construction meeting and two (2) final review visits. Additional visits may be performed as Additional Services.
SUPPLEMENTAL SERVICES

Interior Design Services – Quorum will utilize the services of an Interior Designer to assist in selection of materials and installation details appropriate for meeting the intent of the concept renderings previously provided.

TDLR Review and Inspection - Architect to coordinate TDLR review and inspection with local TDLR RAS or preferred RAS of choice by the Client.

Direct Expenses Allowance - Lump sum fee to cover printing, travel, and other miscellaneous expenses occurred throughout project. This includes four meetings during Basic Services, up to 12 site visits, as well as printing for 2 full size review sets for the Owner during design and permitting and 2 sets for construction.

COMPENSATION

Compensation is proposed to be **a lump sum fees of $169,000** as described below, invoiced on percent complete each month:

1. BASIC SERVICES
   a. Design Development $32,000
   b. Construction Documents $47,000
   c. Bidding $12,000
   d. Construction Admin $47,000
   Total Basic Services $138,000

2. SUPPLEMENTAL SERVICES
   a. Interior Design $24,000
   b. TDLR review and inspection $2,500
   c. Direct Expense Allowance $4,500
   Total Special Services $31,000

Additional Services (Optional) – If there is a request to expand the scope of Basic Services, the fee will be negotiated based on the specific scope. This may include, but not be limited to, additional renderings and videos, site plan submittals and meetings, detailed cost projections beyond architectural summaries, fees paid for approvals of authorities having jurisdiction, permitting, audio, visual, security or other low voltage design, LEED Compliance, revisions to previously approved work, and multiple designs for comparison or bidding after Design Development. Additional Services work shall not be completed until approved by the Client.

Payments shall be made within 30 days of receipt of invoice. Late payments: Accounts unpaid 30 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance.
ADDITIONAL INFORMATION

Quorum Architects, Inc. will provide the Owner with architectural services as required and agreed upon for satisfactory and normal completion of this project. The Architect shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinances, and regulations, which are in effect as of the date of this agreement.

The Architect and its Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project site.

In performing Architectural Services, the Architect will use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the City can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The City agrees to establish a construction contingency fund of no less than 5% of the estimated construction cost to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions.

Texas law requires registrants to provide all clients with the following written statement: “The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect’s Registration Law, Texas Civil Statutes, and Article 249a”.

Should you have any questions or additional concerns, please feel free to contact us at your convenience. Thank you for trusting Quorum Architects, Inc. to assist you in this endeavor. An authorized signature below from the City will serve as acceptance and a notice to proceed.

David G. Duman, AIA TX Registration #14305
Quorum Architects, Inc.

___________________   __________
City of Farmers Branch                             Date
Consider approving Resolution No. 2020-70 amending the composition and governance for the Youth Advisory Council; and take appropriate action

BACKGROUND:
During the May 27, City Council Work Session, City Council directed Staff to expand the Youth Council to nine (9) regular members. The proposed Resolution allows the City Council to each appoint one (1) member for a total of (6), then appoint as a group three (3) additional members for a total of nine (9).

DISCUSSION:
The proposed resolution provides eight (8) voting members and one (1) Mayor who shall preside over the meeting. The Mayor may only vote in case of a tie. The Mayor serves for one year in such office with the term ending May 31st. Five (5) members present of the Youth Council shall constitute a quorum.

RECOMMENDATION:
City Administration recommends approval of Resolution No. 2020-70, as presented.

POSSIBLE COUNCIL ACTION:
1. I move to approve Resolution No. 2020-70.
2. I move to approve Resolution No. 2020-70, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENT(S):
1. Resolution No. 2020-70
RESOLUTION NO. 2020-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE COMPOSITION AND GOVERNANCE FOR THE YOUTH COUNCIL BY AMENDING AND RESTATING RESOLUTION NO. 2020-13; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmers Branch created the Youth Advisory Council on January 21, 2020, by Resolution No. 2020-13, which established an advisory council focused on providing City Council and City staff advice and recommendations regarding programs, policies, and public improvements that could be adopted or constructed to enhance the quality of life of the City’s younger residents and their families; and

WHEREAS, the City Council desires to amend the composition and governance of the Youth Council as established in Resolution No. 2020-13;

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

SECTION 1. Resolution No. 2020-13 is hereby amended and restated to read as follows:

“A. Composition; membership; term. The Youth Council shall consist of nine (9) regular members. The City Council as a group will appoint three (3) Youth Council members and each member of the City Council, including the Mayor, shall be entitled to appoint one member of the Youth Council to serve a term of two (2) years commencing on June 1st following the date of their appointment. As of the commencement of the member’s term, the member of the Youth Council shall be:

(1) A resident of the City of Farmers Branch; and

(2) Enrolled as a student in the 10th grade or 11th grade for the next regular school year following the member’s appointment in a school in the Carrollton-Farmers Branch Independent School District or a private school, charter school or home school located within the City of Farmers Branch.

One member of the City Council and one City employee designated by the City Manager shall serve as ex-officio non-voting members of the Youth Council.

B. Purpose. The purpose of Youth Council is to develop young service leaders through learning about the functions and purpose of local government and, in particular, the City of Farmers Branch, advising the City Council on youth-related issues, assisting with special projects and events, designing and planning new youth events and activities to encourage youth involvement in the community, serving as ambassadors
for the City, and inspiring other young people by completing service projects within the City and sharing their stories.

C. **Vacancies.** Vacancies to the Youth Council shall be filled in the same manner as the original appointment was made for the unexpired term of any member of the Youth Council whose place becomes vacant. By way of illustration, if the member of the Youth Council appointed by the Councilmember for District 4 resigns or is no longer able to serve, the Councilmember for District 4 shall appoint a qualified person to fill the vacancy.

D. **Attendance; Report of Absences.** Members of the Youth Council are required to attend all meetings of the Youth Council. The City staff ex-officio member shall advise the City Council regarding any Youth Council member who fails to attend three consecutive regular meetings of the Youth Council without first being excused by the full Youth Council.

E. **Officers; meetings; rules; quorum.**

(1) The members of the Youth Council shall organize and select their officers in a manner similar to that of the City Council with eight (8) voting members and a mayor who shall preside over meetings of the Youth Council but vote only in case of a tie.

(2) The members of the Youth Council shall elect to serve as Mayor and other officers of the Youth Council shall serve only one (1) year in such office, with the term ending on the May 31st following the date of election.

(3) The Youth Council shall hold at least one regular meeting per month at a time and place designated by the Youth Council.

(4) The Youth Council may hold other special meetings at times as may be determined by the Youth Council.

(5) The Youth Council shall not meet at the same time as the City Council except when meeting jointly with the City Council.

(6) The Youth Council shall adopt its own rules of procedure and keep a record of its proceedings.

(7) Five (5) members of the Youth Council shall constitute a quorum for the transaction of business.

F. **Removal.** The members of the Youth Council shall serve at the discretion of the City Council and may be removed with or without cause prior to the end of the member’s term upon a vote of the majority of the City Council present and voting.
G. **Sunset.** The Youth Council and this resolution shall terminate on May 31, 2022, unless the resolution is amended to extend the termination date.”

**SECTION 2.** Should any sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

**SECTION 3.** All provisions of the resolutions in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 4.** This Resolution shall take effect immediately upon its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS 9 DAY OF JUNE 2020.**

**ATTEST:**  

Amy Piukana, City Secretary

**APPROVED:**  

Robert C. Dye, Mayor

**APPROVED AS TO FORM:**  

Peter G. Smith, City Attorney  
(PGS:05-28-20:115885)
Consider adopting Ordinance No. 3638 changing the name of the Public Art and Culture Committee to Art and Culture Committee; and take appropriate action

BACKGROUND:
The City Council conducted a sunset review of the Public Art and Culture Committee and suggested eliminating “Public” and renaming to “Art and Culture Committee.”

RECOMMENDATION:
City Administration recommends adopting Ordinance No. 3638 to rename the Public Art and Culture Committee to Art and Culture Committee.

POSSIBLE COUNCIL ACTION:
1. I move to approve Ordinance No. 3638, as presented.
2. I move to approve Ordinance No. 3638, with modifications.
3. I move to table the issue for further study or take no action.

ATTACHMENT(S):
1. Ordinance No. 3638
ORDINANCE NO. 3638

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERS BRANCH, TEXAS, BY AMENDING DIVISION 9A TO CHANGE THE NAME OF THE “PUBLIC ART AND CULTURE COMMITTEE” TO “ART AND CULTURE COMMITTEE”, AND WHEREVER IT APPEARS IN THE CODE OF ORDINANCES; PROVIDING FOR A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Code of Ordinances of the City of Farmers Branch, Texas, be and the same is hereby amended by amending Division 9A of the Code of Ordinances and wherever the phrase “Public Art and Culture Committee” appears in the Code of Ordinances by changing the name of the “Public Art and Culture Committee” to “Art and Culture Committee”.

SECTION 2. The Art and Culture Committee shall continue in existence until June 30, 2025, unless the City Council takes affirmative action to continue the existence of the Art and Culture Committee to the next termination date as provided by Section 2-40(a) of the Code of Ordinances, as amended.

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

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

SECTION 5. This Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.


APPROVED:

__________________________________________
Robert C. Dye, Mayor
ATTEST:

Amy M. Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(PGS:05-28-20:TM 115878)
Consider approving Resolution No. 2020-71 to continue the Parks and Restoration Board, Manske Library Board, Parks and Recreation Board, Senior Advisory Board, and Art and Culture Committee; and take appropriate action

BACKGROUND:
In years ending with “0” and “5”, the following boards and commissions must be reviewed by City Council to decide to whether to continue the board or take no action which terminates the board.

The City Council attended a Workshop on May 27, 2020 to receive presentations by the Board Chair of each of the following boards requiring a Sunset Review: (1) Historical Preservation and Restoration Board, (2) Manske Library Board, (3) Parks and Recreation Board, (4) Senior Advisory Board, (5) Sustainability Committee, and (6) Art and Culture Committee (Public Art and Culture).

DISCUSSION:
The City Council completed a Sunset Review, and recommends continuing the following boards until the next Sunset Review scheduled for June 2025: (1) Historical Preservation and Restoration Board, (2) Manske Library Board, (3) Parks and Recreation Board, (4) Senior Advisory Board, and (5) Art and Culture Committee.

RECOMMENDATION:
City Administration recommends City Council approve continuance of the following Sunset Boards: Historical Preservation and Restoration Board, Manske Library, Parks and Recreation Board, Senior Advisory Board, Art and Culture Committee until their next scheduled Sunset Review.

ACTIONS:
Motion to approve continuance of the following Sunset Boards until the next review: Historical Preservation and Restoration Board, Manske Library Board, Parks and Recreation Board, Senior Advisory Board, and Art and Culture Committee.

  1) Motion to approve Resolution No. 2020-71, as presented.
  2) Motion to table.
  3) Motion to take deny.

ATTACHMENTS:
  1. Sunset Review Excerpt - Ordinance No. 3563
  2. Resolution No. 2020-71
D. A new Section 2-40 titled “Sunset Review of Certain Boards and Commission” is added to read as follows.

Sec. 2-40 - Sunset Review of Certain Boards and Commission

(a) On June 30<sup>th</sup> in years ending with “0” and “5”, the following boards and commissions shall terminate without further action of the City Council unless the City Council has affirmatively voted that the board or commission shall continue in existence until the next termination date

(1) Historical Preservation and Restoration Board;

(2) Farmers Branch Manske Library Board,

(3) Parks and Recreation Board,

(4) Senior Advisory Board; and

(5) Sustainability Committee.

(b) Nothing in this section shall be construed as prohibiting the City Council from terminating any board or commission at any time in accordance with the provisions of the City Charter and state law.
RESOLUTION NO. 2020-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, CONTINUING CERTAIN BOARDS AND COMMISSIONS UNTIL THE NEXT SUNSET REVIEW; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-40 of the Code of Ordinances requires the sunset review of certain boards and commissions; and

WHEREAS, on June 30 in years ending with “0” and “5,” the following boards and commissions shall terminate without further action of the City Council unless the City Council has affirmatively voted that the board or commission shall continue in existence until the next termination date: (1) Historical Preservation and Restoration Board; (2) Farmers Branch Manske Library Board; (3) Parks and Recreation Board; (4) Public Art and Culture Committee; (5) Senior Advisory Board; and (6) Sustainability Committee; and

WHEREAS, the City Council completed a Sunset Review, and has determined to continue the Historical Preservation and Restoration Board, the Farmers Branch Manske Library Board, the Parks and Recreation Board, the Public Art and Culture Committee, and the Senior Advisory Board until the next Sunset Review scheduled for June 2025;

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

SECTION 1. That the Historical Preservation and Restoration Board, the Farmers Branch Manske Library Board, the Parks and Recreation Board, the Public Art and Culture Committee, and the Senior Advisory Board shall continue in existence until June 30, 2025, unless sooner terminated by the City Council or the City Council takes affirmative action to continue such boards and committees in existence until the next termination date of June 30, 2030.

SECTION 2. Should any sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

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

SECTION 4. 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
(PGS:06-03-20:116011)
Conduct a public hearing and consider adopting Ordinance No. 3636 to amend the Comprehensive Zoning Ordinance including but not limited to amending:

Article 2.6 Alcoholic Beverage Sales in Restaurants and Private Clubs, Article 3.21 Light Industrial District, Article 3.22 Heavy Industrial District, and Article 4.5 Performance Standards as it relates to uses and development standards requiring approval of a Specific Use Permit; and take appropriate action

BACKGROUND:
This is a city initiated Comprehensive Zoning Ordinance (CZO) text amendment. City Council directed staff to consider removing Specific Use Permit requirements from the CZO that may no longer be necessary or the most appropriate means for regulating certain uses and/or improvements. The last major overhaul of the CZO was adopted by City Council in January of 2017 and included a thorough review of the land uses subject to approval of a specific use permit. However, there still remains provisions within the CZO that require approval of an SUP particularly as it relates to development standards; therefore, staff has focused its review on the development performance standards. The following items listed below are proposed for removal of the SUP requirement and clarification of existing requirements:

- Outdoor patio areas associated with qualifying restaurants;
- More than two driveway approaches for properties located within Light Industrial (LI) and Heavy Industrial (HI) zoning districts; and
- The amount of open storage allowed by right versus that which requires approval of an SUP.

Staff presented this proposed CZO amendment to the Planning and Zoning Commission at a study session discussion during their February 10, 2020 regular meeting. The Commission was agreeable to the proposal and advised staff to proceed with the public hearing and ordinance adoption process. The proposed amending ordinance is attached with this staff report.

RECOMMENDATION:
On May 11, 2020 Planning and Zoning Commission considered this request and unanimously recommended approval of the Zoning request as presented in Ordinance No. 3636.

ACTIONS:
1. Motion to adopt Ordinance No. 3636.
2. Motion to adopt Ordinance No. 3636 with the following modifications…
3. Motion to deny Ordinance No. 3636.
4. Motion to continue discussion at the next meeting.

ATTACHMENT(S):
1. Information Memorandum
2. Ordinance No. 3636
3. Existing CZO excerpts (Subsections 2.6.F.3, 3.21, 3.22, 4.5.B, and 4.5.C)
4. May 11, 2020 Planning and Zoning Commission Meeting Minutes (Draft) (excerpt item D.1)
5. Staff Presentation (Draft)
TO:       Mayor and City Council
FROM:   Charles S. Cox
              City Manager
DATE:       June 9, 2020
SUBJECT: Conduct a public hearing and consider adopting Ordinance No. 3636 to amend the Comprehensive Zoning Ordinance including but not limited to amending: Article 2.6 Alcoholic Beverage Sales in Restaurants and Private Clubs, Article 3.21 Light Industrial District, Article 3.22 Heavy Industrial District, and Article 4.5 Performance Standards as it relates to uses and development standards requiring approval of a Specific Use Permit; and take appropriate action.

Background:

This is a city initiated Comprehensive Zoning Ordinance (CZO) text amendment. City Council directed staff to consider removing Specific Use Permit requirements from the CZO that may no longer be necessary or the most appropriate means for regulating certain uses and/or improvements. The last major overhaul of the CZO was adopted by City Council in January of 2017 and included a thorough review of the land uses subject to approval of a specific use permit. However, there still remains provisions within the CZO that require approval of an SUP particularly as it relates to development standards; therefore, staff has focused its review on the development performance standards. The following items listed below are proposed for removal of the SUP requirement and clarification of existing requirements:

- Outdoor patio areas associated with qualifying restaurants;
- More than two driveway approaches for properties located within Light Industrial (LI) and Heavy Industrial (HI) zoning districts; and
- The amount of open storage allowed by right versus that which requires approval of an SUP.

Staff presented this proposed CZO amendment to the Planning and Zoning Commission at a study session discussion during their February 10, 2020 regular meeting. The Commission was agreeable to the proposal and advised staff to proceed with the public hearing and ordinance adoption process. The proposed amending ordinance is attached with this staff report.
Proposed Amendments:

Staff has identified the following provisions within the CZO to discuss removal or clarification of the SUP requirement.

**A. Qualifying Restaurants**

The CZO defines qualifying restaurants as an existing or proposed eating establishment whose gross sale of food and non-alcoholic beverages shall constitute at least 50% of the establishment's combined gross sales of food, non-alcoholic and alcoholic beverages quarterly. The CZO allows qualifying restaurant by right in the Local Retail District-1 (LR-1), Local Retail District-2 (LR-2), Commercial (C), Light Industrial (LI) and Heavy Industrial (HI) zoning districts pursuant to requirements in Section 2.6 which includes provisions related to alcoholic beverage sales, structural and building requirements, food service regulations, application and submittal criteria, and alcohol awareness program. Additionally, Section 2.6 requires approval of an SUP for the sale of alcoholic beverage within an outdoor patio, as provided for below:

2.6 *Alcoholic beverage sales in restaurants and private clubs*

   **F. Food Service**

   3. A qualifying restaurant may provide service in an attached patio or garden subject to approval of a specific use permit by the City Council.

As previously mentioned, the CZO allows qualifying restaurant by right in the LR-1, LR-2, C, LI and HI zoning districts. However, the aforementioned provision requiring approval of an SUP for an attached patio with a qualifying restaurant defeats the intent of the CZO to allow qualifying restaurants by right. Staff believes it is appropriate to remove the SUP requirement for the attached patio with qualifying restaurants. If the location allows a qualifying restaurant by right through the base zoning district, then the attached patio should not be required to go through an SUP approval process as it is part of the main land use, i.e. the restaurant.

**B. Access Drive Approaches**

*Article 3. Zoning District Dimensional Standards* of the CZO includes standards that regulate siting and massing of structures on a property. For each zoning district there are additional notes (or provisions) listing unique development standards applicable to that particular zoning district, outside of the height or siting standards. There are two such provisions within LI and HI zoning districts that has an SUP approval requirement for access drive approaches, specifically sites wanting more than two drive approaches.

3.21 *LI (Light Industrial District)*

   **Notes**

   5. Two approach driveways not exceeding 40 feet in width each may be located in the front yard. Additional driveways require approval of a specific use permit in accordance with Section 6.5.
3.22 HI (Heavy Industrial District)

Notes

6. Two approach driveways not exceeding 40 feet in width each may be located in the front yard. Additional driveways require approval of a specific use permit pursuant to Section 6.5.

Currently driveway spacing, maximum number of driveways, driveway location and other site design related items are reviewed on a case by case basis through the city’s detailed site plan review process. The city’s Public Works Department follows engineering best management practices and standards for these site design elements. As a result, there is no need for having maximum number, width or location of driveways within the LI or HI zoning districts being subject to approval of an SUP to design otherwise. These standards can unintentionally contradict optimal site layout and configuration based on engineering best management practices. Furthermore, the SUP process should be reserved for evaluating the appropriateness of land uses within a zoning district, including but not limited to land use impacts on adjacent properties, compatibility of uses, and use operations. Therefore, staff recommends these two SUP requirements should be removed from the CZO.

C. Open Storage

Article 4. Site Development Standards of the CZO has requirements related to how open storage may be provided on a property. The open storage provisions stated below require clarification, as through ordinance amendments over the years, the ordinance language might have lost some of its original clarity related to the amount of open storage allowed by right on a property versus the amount which triggers approval of an SUP.

4.5 Performance Standards

B. C, LI and PD Districts

8. Open Storage

b. The area designated as open storage shall not exceed 15% of the total gross square foot of the building located on the same lot as the open storage area prior to approval of a specific use permit in accordance with Section 6.5.

C. HI District

8. Open Storage

b. The area designated as open storage shall not exceed the total gross square foot of the building located on the same lot as the open storage area prior to approval of a specific use permit in accordance with Section 6.5.

This CZO requirement of restricting open storage on site is to control nuisance and aesthetic issues of any operation. There has been a need to clarify the “15%” provision within the C and LI districts as the statement is confusing in determining when the SUP requirement is triggered. Based on past review of the city’s CZO prior to the ordinance being amended in 2017, the equivalent up to 15% of building floor area was allowed as open storage by right, and any amount of open storage
exceeding 15% required approval of an SUP. Therefore, staff proposes to amend the language as follows:

b. The area designated as of open storage authorized by right pursuant to paragraph a. above, shall not exceed 15% of the total gross square footage of the area of the building(s) located on the same lot and to which such outside storage constitutes an accessory use as the open storage area. Use of an area for open storage exceeding 15% of the total gross square footage of the area of the building(s) on the same lot and to which such outside storage constitutes an accessory use shall require prior to approval of a specific use permit in accordance with Section 6.5.

Similar clarification is proposed for the open storage provision in the HI zoning district as follows:

b. The area designated as of open storage authorized by right pursuant to paragraph a. above, shall not exceed the total gross square footage of the area of the building(s) located on the same lot and to which such outside storage constitutes an accessory use as the open storage area. Use of an area for open storage exceeding the total gross square footage of the building(s) on the same lot and to which such outside storage constitutes an accessory use shall require prior to approval of a specific use permit in accordance with Section 6.5.

Open storage shall still be subject to existing screening requirements as provided for in the CZO; no changes are proposed to the screening requirements (i.e. minimum 6-ft/maximum 8-ft tall masonry wall and landscaping).

**Comprehensive Plan Recommendation:**

The City of Farmers Branch comprehensive plan is comprised of the West Side Plan, Central Area Plan, and East Side Plan. Each of these comprehensive plans recognize zoning as one of the most important tools to accomplish the land use goals and objectives of these long range plans’ recommendations. The East Side Plan states that zoning restrictions and complicated alcohol regulations are a significant barrier to entry for new businesses. By removing the unwarranted SUP requirement from the CZO, the proposed amendment is consistent with the Plan’s recommendations, thereby allowing for streamlined development review process. The amendment encourages new and re-development projects by reducing application review and processing time.

**Public Response:**

The required public hearing notice was published in the Dallas Morning News on May 22, 2020. No zoning notification signs nor mailed notices are required for amendments to the CZO. Staff has received no correspondence related to this proposed CZO amendment.

**Recommendation:**

On May 11, 2020 Planning and Zoning Commission considered this request and unanimously recommended approval of the Zoning request as presented in Ordinance No. 3636.
Possible Council Action:
1. Motion to adopt Ordinance No. 3636.
2. Motion to adopt Ordinance No. 3636 with the following modifications…
3. Motion to deny Ordinance No. 3636.
4. Motion to continue discussion at the next meeting.
ORDINANCE NO. 3636

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS AMENDING THE CHAPTER 94 “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF FARMERS BRANCH, TEXAS, AS HERETOFORE AMENDED, BY AMENDING ARTICLE 2 “ZONING DISTRICTS AND USES” SECTION 2.6 “ALCOHOLIC BEVERAGE SALES IN RESTAURANTS AND PRIVATE CLUBS” BY AMENDING SUBSECTION F ”FOOD SERVICE” TO ELIMINATE THE REQUIREMENT TO OBTAIN SPECIFIC USE PERMITS FOR OUTDOOR PATIOS AND MAKE OTHER CONFORMING AMENDMENTS; AMENDING ARTICLE 3 “ZONING DISTRICT DIMENSIONAL STANDARDS” BY REPEALING NOTE 5 IN SECTION 3.21 “LI (LIGHT INDUSTRIAL DISTRICT)” AND RENUMBERING SUBSEQUENT NOTES ACCORDINGLY, AND; BY REPEALING NOTE 6 IN SECTION 3.22 “HI (HEAVY INDUSTRIAL DISTRICT)” AND RENUMBERING SUBSEQUENT NOTES ACCORDINGLY; AND AMENDING ARTICLE 4 “SITE DEVELOPMENT STANDARDS” SECTION 4.5 “PERFORMANCE STANDARDS” BY AMENDING PARAGRAPH 8.b. OF SUBSECTION B “C, LI, AND PD DISTRICTS” AND PARAGRAPH 8.b. OF SUBSECTION C “HI DISTRICT” RELATING TO ALLOWABLE AREA USED FOR OPEN STORAGE; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS ($2000.00) FOR EACH OFFENSE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING PUBLICATION

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

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

SECTION 1. Chapter 94 “Zoning” of the Code of Ordinances of the City of Farmers Branch, Texas, as previously amended, (i.e. the Comprehensive Zoning Ordinance) is hereby further amended as follows
A. Subsection F “Food Service” of Article 2 “Zoning Districts and Uses,” Section 2.6 “Alcoholic Beverage Sales in Restaurants and Private Clubs” is amended to read as follows:

F. Food Service

1. Qualifying restaurants shall provide regular food service for their customers.

2. All qualifying restaurants shall receive from the sale of food at least 50% of the restaurant's gross sales at that location which sales figures shall be accurately reflected on a quarterly basis, subject to verification by the City in accordance with Section 2.6J.

3. Only attached patios or gardens that occupy an area greater than or equal to 50% of the total floor area occupied by the enclosed portion of a qualifying restaurant shall be included in the calculation of minimum required parking.

4. No drive-in, drive-through, or curb service of alcoholic beverages is permitted.

5. The qualifying restaurant shall designate a portion of its total combined floor area for food preparation and storage adequate to service customers in a manner that permits and allows the qualifying restaurant to maintain the prescribed food to alcoholic beverage sales ratio prescribed herein.

6. A private club or mixed beverage serving area located in a hotel or motel will be allowed in an area totally separate from the restaurant area subject to the following:

   a. The qualifying restaurant must be located within the same building as the hotel or motel.

   b. Not less than 2,000 square feet of floor area shall be occupied by qualifying restaurant facilities (total qualifying restaurant operations).

   c. The floor area devoted to the sale of alcoholic beverages within the qualifying restaurant does not exceed the floor area devoted to food service.

   d. The qualifying restaurant will designate a portion of its total combined floor area for food preparation and storage adequate to service customers in a manner that permits and
allows the qualifying restaurant to maintain the prescribed food to alcoholic beverage sales ratio prescribed in this Chapter.

e. The sale and consumption of alcoholic beverages may be permitted within the restaurant area.

f. Pursuant to Texas Alcoholic Beverage Code § 28.01(b), the holder of a mixed beverage permit for a qualifying restaurant in a hotel zoned pursuant to this Chapter may deliver mixed beverages, including wine and beer, to individual rooms of the hotel or to any other location in the hotel building or grounds, except a parking area on the licensed premises or another alcoholic beverage establishment, without regard to whether the place of delivery is part of the licensed premises. A permittee in a hotel may allow a patron or visitor to enter or leave the licensed premises, even though the patron or visitor possesses an alcoholic beverage, if the beverage is in an open container and appears to be possessed for present consumption.

B. Article 3 “Zoning District Dimensional Standards” is amended as follows:

1. Section 3.21 “LI (Light Industrial District)” is amended by repealing and deleting Note 5 and renumbering Notes 6 through 9 to become Notes 5 through 8, respectively; and

2. Section 3.22 “HI (Heavy Industrial District)” is amended by repealing and deleting Note 6 and renumbering Notes 7 through 10 to become Notes 6 through 9, respectively.

C. Article 4 “Site Development Standards”, Section 4.5 “Performance Standards” is amended as follows:

1. Paragraph 8.b. of Subsection B “C, LI and PD Districts” is amended to read as follows:

b. The area of open storage authorized by right pursuant to paragraph a, above, shall not exceed 15% of the total gross square footage of the area of the building(s) located on the same lot and to which such outside storage constitutes an accessory use. Use of an area for open storage exceeding 15% of the total gross square footage of the area of the building(s) located on the same lot and to which such outside storage constitutes an accessory use shall require prior approval of a specific use permit in accordance with Section 6.5.
2. Paragraph 8.b. of Subsection C “HI District” is amended to read as follows:

b. The area of the open storage authorized by right pursuant to paragraph a, above, shall not exceed the total gross square footage of the area of the building(s) located on the same lot and to which such outside storage constitutes an accessory use. Use of an area for open storage exceeding the total gross square footage of the area of the building(s) located on the same lot and to which such outside storage constitutes an accessory use shall require prior approval of a specific use permit in accordance with Section 6.5.

SECTION 2. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Farmers Branch and the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

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

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


ATTEST: ____________________________  APPROVED: ____________________________

Amy Piukana, TRMC, City Secretary                  Robert C. Dye, Mayor
The following standards shall be used in the design, location and sighting of Garden and Nursery Sales (Outside). A comprehensive site plan shall be submitted for approval by the Building Official prior to permit approval. Garden and Nursery Sales (Outside) sites shall comply with the following:

1. **Location** - The site shall be adjoining the building in which the primary business is conducted. No sales shall be located in front of the building. The site shall be located in such a manner so that it will not impede or hinder traffic flow.

2. **Screening** - The sales area shall be screened from public view by a minimum six-foot-high, maximum eight foot high screening fence. No merchandise may be stacked above the fence. No merchandise may be displayed outside the sales area. Fencing shall be of a material consistent with the exterior of the building. Visual openings may be allowed in the fence provided the opening does not exceed four inches in width with a minimum of eight feet between openings. Visual openings in the fence shall be constructed of wrought iron with no space larger than six feet, measured in any direction. Tree limbs may extend above the required fence.

3. **Roof** - A roof shall be required over the sales area. The roof shall be consistent with materials and construction methods approved by the Building Code.

4. **Accessibility** - The sales area shall have ingress and egress only through the main building.

5. **Deliveries and Customer Pick-up** - An opening ten feet wide, equipped with a gate, may be allowed only on the side or the rear of the sales area for deliveries and customer pick-up of merchandise. This opening may not be used as an entrance to the sales area, except as indicated in this section.

6. **Drainage** - A 12 inches high concrete curb shall be placed on all sides of the sales area to prevent drainage of chemicals into the public storm sewer system. An onsite drainage system with a dilution basin shall be installed when required by the Plumbing Code.

7. **Exceptions** - Exceptions to these operation standards may be requested by the applicant. Exceptions must be submitted on a site plan and approved by the Commission and City Council.

### 2.6 ALCOHOLIC BEVERAGE SALES IN RESTAURANTS AND PRIVATE CLUBS

#### A. Compliance with Additional Regulations

The sale of alcoholic beverages in a restaurant or private club on any property within the City, whether by right or pursuant to a specific use permit, shall be in compliance with this section.

#### B. Definitions

Whenever used in this section, the following words and phrases shall have the meaning set forth below unless specifically defined otherwise:
1. **Private Club**: An association of persons, whether incorporated or unincorporated under the laws of the State of Texas, that is the holder of a valid and subsisting private club permit issued by the Texas Alcoholic Beverage Commission and whose stated purpose is for the promotion of some common object and whose members must be passed upon by a committee made up of members of the club.

2. **Qualifying Restaurant**: An existing or proposed eating establishment whose gross sale of food and non-alcoholic beverages shall constitute at least 50% of the establishment's combined gross sales of food, non-alcoholic and alcoholic beverages quarterly.

3. **Restaurant**: Unless specifically indicated otherwise, the term "restaurant" shall mean a qualifying restaurant where the operator is the holder of a mixed beverage permit or a private club permit.

4. **Holder of a Mixed Beverage Permit**: Holder of a mixed beverage permit issued by the Texas Alcoholic Beverage Commission pursuant to Chapter 28 of the Texas Alcoholic Beverage Code.

C. **Continuation of Existing Private Clubs**: All existing and legal private clubs are declared legal and valid and may continue to operate as legal and valid operations after the effective date of this ordinance.

D. **Eleemosynary Corporations**: No application for a specific use permit for an applicant claiming to be an eleemosynary corporation, may be considered or approved until, based on data and information provided by the applicant, the City Attorney has determined the applicant is an eleemosynary corporation as defined in Section 2.6B.5.

E. **Structural and Building Requirements**

1. No qualifying restaurant may be located in a hotel unless such hotel:
   a. Has at least 200 sleeping rooms; or
   b. Has at least 160 sleeping rooms and meeting space in excess of 2,000 square feet.

2. Exterior signs or signs visible from the restaurant’s exterior that advertise the sale of alcoholic beverages are prohibited.

3. No qualifying restaurant shall be located within 300 feet of a church, school (public or private), or public hospital. The method for measuring distance shall be as determined in Texas Alcoholic Beverage Code §109.33(b), as amended.

F. **Food Service**

1. Qualifying restaurants shall provide regular food service for their customers.

2. All qualifying restaurants shall receive from the sale of food at least 50% of the restaurant’s gross sales at that location which sales figures shall be accurately reflected on a quarterly basis, subject to verification by the City in accordance with Section 2.6J.

3. **A qualifying restaurant may provide service in an attached patio or garden subject to approval of a specific use permit by the City Council**.
3.21 LI (LIGHT INDUSTRIAL DISTRICT)

Description
The LI District is intended to accommodate offices, light manufacturing, research and development, warehousing, wholesale, processing and commercial uses in order promote economic viability, encourage employment growth, and limit the encroachment of non-industrial development within established industrial areas. Facilities in the district should be operated in a relatively clean and quiet manner, and should not be obnoxious to nearby residential or commercial uses. The district should be applied in established industrial areas or where such a land use pattern is desired in the future.

Height (see Section 3.3 for additional height provisions)

Siting (see Section 3.3 for additional lot and yard provisions)

Notes
1. Buildings may be built to any height not prohibited by other laws and ordinances.
2. Buildings constructed on a lot fronting on a street with a right-of-way with a width of 100 feet or greater must have a front yard setback of at least 30 feet. For corner lots, frontage along both streets are considered front yards.
3. Except along secondary streets where automobile parking areas are allowed within six (6) feet of the front property line, front yards must be kept free and clear of structures, parking areas, accessory buildings, fences, and other uses, unless allowed in other sections of this zoning ordinance.
4. Loading docks located on the front of the building must be set back not less than 60 feet.
5. Two approach driveways not exceeding 40 feet in width each may be located in the front yard. Additional driveways require approval of a specific use permit in accordance with Section 6.5.

6. The area between the lot line and the minimum side yard line must be kept free and clear of accessory buildings and storage areas, but may be paved and used as driveways.

7. When retail, commercial, or industrial uses back to a common lot line with a residential district, a 10 feet rear setback is required unless another provision of this zoning ordinance requires a greater rear setback, in which case the other provision shall control.

8. When commercial or industrial uses do not back upon an alley or easement with a width of at least 20 feet, a 10 foot rear setback is required.

9. Parking requirements shall comply with Section 4.3.
3.22 **HI (HEAVY INDUSTRIAL DISTRICT)**

**Description**

The HI District is intended to accommodate a broad range of high-impact manufacturing, industrial or other uses, including extractive and waste-related uses, that by their nature create some nuisance, and which are not properly associated with or are not compatible with nearby residential districts or other less intense districts. The district should be applied in established heavy industrial areas or where such a land use pattern is desired in the future.

**Height** (see Section 3.3 for additional height provisions)

- **Height (no max)**
- **Height of Encroachments (no max)**

**Siting** (see Section 3.3 for additional lot and yard provisions)

- **Lot Area (no min)**
- **Lot Width (no min)**
- **Lot Depth (no min)**
- **Front Yard (no min)**
- **Side Yard (min 5 ft)**
- **Rear Yard (no min)**
- **Floor Area Ratio (1:1 max)**

**Notes**

1. Buildings may be built to any height not prohibited by other laws and ordinances.
2. Gasoline pumps must be set back not less than 18 feet from the street right-of-way line.
3. Buildings constructed on a lot fronting on a street with a right-of-way with a width of 100 feet or greater must have a front yard setback of at least 30 feet. For corner lots, frontage along both streets are considered front yards.
4. Except along secondary streets where automobile parking areas are allowed within 6 feet of the front property line, front yards must be kept free and clear of structures, parking areas, accessory buildings, fences, and other uses, unless allowed in other sections of zoning ordinance.
5. Loading docks located on the front of the building must be set back not less than 60
feet.

6. Two approach driveways not exceeding 40 feet in width each may be located in the front yard. Additional driveways require approval of a specific use permit pursuant to Section 6.5.

7. The area between the side lot line and the minimum side yard line must be kept free and clear of accessory buildings and storage areas but may be paved and used as driveways.

8. When retail, commercial, or industrial uses back to a common lot line with a residential district, a 10 foot rear setback is required unless another provision of this zoning ordinance requires a greater rear setback, in which case the other provision shall control.

9. When commercial or industrial uses do not back upon an alley or easement with a width of least 20 feet, a 10 foot rear setback is required.

10. Parking requirements shall comply with Section 4.3.
4.5 PERFORMANCE STANDARDS

A. Applicability

1. All uses in all zoning districts shall conform in operation, location, and construction to the performance standards specified for noise, odorous matter, toxic and noxious matter and glare set forth in this Section 4.5.

2. All uses in the C, LI, HI, or PD zoning districts shall conform in operation, location and construction to the performance standards specified for noise, odorous matter, toxic and noxious matter, glare, smoke, particulate matter and other air contaminants, fire and explosive or hazardous matter, vibration, open storage, planting, waste materials, and sanitation set forth in this Section 4.5.

B. C, LI and PD Districts

1. Applicability

The provisions of this Section 4.5.C. shall apply only within the C, LI, and PD zoning districts.

2. Noise

At no point at the bounding property line of any use shall the sound pressure level of any operation or plant exceed the decibel limits specified in the Octave Bands groups designated in the following table:

a. The maximum permissible daytime octave band-decibel limits at the bounding property line shall be as follows:

<table>
<thead>
<tr>
<th>Octave Band (Cycles per Second)</th>
<th>37-75</th>
<th>75-150</th>
<th>150-300</th>
<th>300-600</th>
<th>600-1200</th>
<th>1200-2400</th>
<th>2400-4800</th>
<th>4800-9600</th>
<th>A Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decibel Band Limit (dB re 0.0002 micro-bars)</td>
<td>86</td>
<td>76</td>
<td>70</td>
<td>65</td>
<td>63</td>
<td>58</td>
<td>55</td>
<td>53</td>
<td>70</td>
</tr>
</tbody>
</table>

Note: Scale levels are provided for monitoring purposes only and are not applicable to detailed sound analysis.

b. The following corrections shall be made to the table of octave band-decibel limits in determining compliance with the noise level standards:

i. When noise is present at nighttime: subtract -7 dB.

ii. When noise contains strong pure-tone components or is impulsive, that is, when meter changes at 10 decibels or more per second: subtract -7 dB.
iii. When noise is present for not more than \( \frac{1}{2} \) minute in any \( \frac{1}{2} \)-hour period, 1 minute in any 1-hour period, 10 minutes in any 2-hour period, or 20 minutes in any 4-hour period: add 10 dB.

b. Measurement of noise shall be made with a sound level meter or Octave band analyzer meeting the standards prescribed by the American Standards Association.

3. **Smoke and Particulate Matter**

No operation or use shall cause, create or allow the emission for more than three minutes in any one hour of air contaminants which at the emission point or within the property are:

a. As dark or darker in shade as that designated as No. 2 on the Ringleman Chart as published by the United States Bureau of Mines Information Circular 7118;

b. Of such opacity as to obscure an observers view to a degree equal to or greater than does smoke or contaminants in the standard prescribed in Section 4.5B.3.a above except that; when the presence of uncombined water is the only reason for failure to comply or when such contaminants are emitted inside a building which prevents their escape into the outside atmosphere, the standards in Sections 4.5B.3.a and 4.5B.3.b shall not apply;

c. The emission of particulate matter from all sources shall not exceed 0.5 pounds per acre of property within the 0.5 pounds per acre of property within the plan site per any one-hour; or

d. The open storage and open processing operations, including on-site transportation movements which are the source of wind or airborne dust or other particulate matter, or which involves dust or other particulate air contaminant generating equipment such as used in paint spraying, grain handling, sand or gravel processing or storage, or sand blasting, shall be so conducted that dust and other particulate matter so generated are not transported across the boundary line of the tract on which the use is located in concentrations exceeding 4 grains per 1,000 cubic feet of air.

4. **Odorous Matter**

a. No use shall be permitted which involves the emission of odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the bounding property line or any point beyond the tract on which such use or operation is located.

b. The odor threshold shall be determined by observation by on or more people. In any case, where uncertainty may arise, the operator or owner of an odor emitting use may disagree with the enforcing officer, or specific measurement of odor concentration is required, the method and procedures as specified by American Society for Testing Materials A.S.T.M.D. 1391-57 titled "Standard Method for Measurement of Odor in Atmospheres" shall be used as the standard for determining the odor threshold, which standards are incorporated herein by reference.
5. **Fire and Explosive Materials**

No use involving the manufacture or storage of compounds or products which decompose by detonation shall be permitted except that chlorates, nitrates, perchlorates, phosphorous and similar substances and compounds in small quantities for use by industry, school laboratories, druggists or wholesalers may be permitted when approved by the City’s Fire Department.

6. **Toxic and Noxious Matter**

No operation or use shall emit across the bounding property line of the tract on which such operation or use is located a concentration of toxic or noxious matter which will exceed ten percent of the concentration (exposure) considered as the threshold limit for an industrial worker as set forth by the Texas State Department of Health in Threshold Limit Values Occupational Health Regulation No. 3, a copy of which is incorporated herein by reference and is on file in the office of the Director.

7. **Vibration**

No operation or use shall at any time create earth-borne vibrations which, when measured at the bounding property line of the source of operation, exceed the limits of displacement set forth in the following table in the frequency ranges specified.

<table>
<thead>
<tr>
<th>Frequency (Cycles per Second)</th>
<th>Displacement (In Inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>0.0010</td>
</tr>
<tr>
<td>10-20</td>
<td>0.0008</td>
</tr>
<tr>
<td>20-30</td>
<td>0.0005</td>
</tr>
<tr>
<td>30-40</td>
<td>0.0004</td>
</tr>
<tr>
<td>40 &amp; Over</td>
<td>0.0003</td>
</tr>
</tbody>
</table>

8. **Open Storage**

   a. Open storage shall be permitted as an accessory use to a main use which is located in a building in a C, LI or PD district allowing uses and standards in accordance with the LI zoning district.

   b. The area designated as open storage shall not exceed 15% of the total gross square foot of the building located on the same lot as the open storage prior to approval of a specific use permit in accordance with Section 6.5.

   c. Open storage shall be located on the rear one-half of the lot.

   d. No open storage shall be located in front of the main building.

   e. No open storage may be used for a wrecking, junk or salvage yard prior to approval of a specific use permit Section 6.5 authorizing such use.

   f. All open storage areas shall be screened from view of the public by a masonry wall not less than six feet nor greater than eight feet in height, and shrubs, trees or other landscaping as approved by the Director.
g. Items stored in an authorized open storage area shall not extend above the required screening fence or wall.

9. Glare
No use or operation shall be located or conducted so as to produce intense glare or direct illumination across the bounding property line from a visible source of illumination nor shall any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.

C. HI District

1. Applicability
The provisions of this Section 4.5.C shall apply only to property located within the HI zoning districts.

2. Noise
a. At no point at the bounding property line of any use shall the sound pressure level of any operation or plant exceed the decibel limits specified in the Octave Band groups designated in the following table. Maximum permissible daytime octave band-decibel limits at the bounding property line shall be as follows:

<table>
<thead>
<tr>
<th>Octave Band (Cycles per Second)</th>
<th>37-75</th>
<th>75-150</th>
<th>150-300</th>
<th>300-600</th>
<th>600-1200</th>
<th>1200-2400</th>
<th>2400-4800</th>
<th>4800-9600</th>
<th>A Scale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decibel Band Limit (dB re 0.0002 micro-bars)</td>
<td>90</td>
<td>80</td>
<td>74</td>
<td>69</td>
<td>65</td>
<td>62</td>
<td>60</td>
<td>58</td>
<td>70</td>
</tr>
</tbody>
</table>

Note: Scale levels are provided for monitoring purposes only and are not applicable to detailed sound analysis.

b. The following corrections shall be made to the table of octave band-decibel limits in determining compliance with the noise level standards:
   i. When Noise is present at nighttime: subtract -7 dB.
   ii. When Noise contains strong pure-tone components or is impulsive, that is, when meter changes at 10 decibels or more per second: subtract -7 dB.
   iii. When Noise is present for not more than ½ minute in any ½-hour period, 1 minute in any 1-hour period, 10 minutes in any 2-hour period, or 20 minutes in any 4-hour period: add 10 dB.

c. Measurement of noise shall be made with an Octave band analyzer meeting the standards prescribed by the American Standards Association.
3. **Smoke and Particulate Matter**

No operation or use shall cause, create, or allow the emission for more than 3 minutes in any 1 hour of air contaminants which at the emission point or within the bounds of the property are:

a. As dark or darker in shade as that designated as No. 2 on the Ringleman Chart as published by the United States Bureau of Mines Information Bulletin 7118.

b. Of such opacity as to obscure an observer’s view to a degree equal to or greater than does smoke or contaminants in the standard prescribed in Section 4.5C.3.a above except that; when the presence of uncombined water is the only reason for failure to comply or when such contaminants are emitted inside a building which prevents their escape into the atmosphere, the standards specified in Sections 4.5C.3.a and 4.5C.3.b shall not apply.

c. The emission of particulate matter from all sources shall not exceed 1.0 pounds per acre of property within the plant site per any one hour.

d. The open storage and open processing operations including on site transportation movements which are the source of wind or airborne dust or other particulate air contaminants generating equipment such as used in paint spraying, grain handling, sand or gravel processing or storage, or sand blasting shall be so conducted that dust and other particulate matter so generated are not transported across the boundary line of the tract on which the use is located in concentrations exceeding 4 grains per 1,000 cubic feet of air.

4. **Odorous Matter**

a. No use shall be located or operated which involves the emission of odorous matter from a source operation where the odorous matter exceeds a concentration at the bounding property line or any point beyond which, when diluted with an equal volume of odor free air, exceeds the odor threshold (two odor units).

b. The odor threshold and odor unit shall be determined by observation by one or more people. In any case where uncertainty may arise, the operator or owner of an odor emitting use may disagree with the enforcing officer, or specific measurement of odor concentration is required, the method and procedures specified by the American Society for Testing Materials, A.S.T.M.D. 1391-57 titled *Standard Method for Measurement of Odor in Atmosphere* shall be used as the standard for determining the odor threshold, which standards are incorporated herein by reference.

5. **Fire or Explosive Hazard Material**

a. No use involving the manufacture or storage of compounds or products which decompose by detonation shall be permitted except when such use is in conformance with all other City ordinances and has been approved by the City’s Fire Department.

b. The storage and use of all flammable liquids and materials such as pyroxylin plastics, nitrocellulose film, solvents and petroleum products shall be
permitted only when such storage or use conforms to the standards and regulations of City’s Fire Department.

6. **Toxic and Noxious Matter**

   No operation or use shall emit across the bounding property line of the tract on which such use or operation is located a concentration of toxic or noxious matter which will exceed ten percent of the concentration (exposure) considered as the threshold limit for an industrial worker as such standards are set forth by the Texas State Department of Health in *Threshold Limit Values Occupational Health Regulation No. 3*, a copy of which is incorporated herein by reference and on file in the office of the Director.

7. **Vibrations**

   No operation or use shall at any time create earthborne vibrations which, when measured at the bounding property line of the source operation, exceeds the limit of displacement set forth in the following table in the frequency ranges specified:

<table>
<thead>
<tr>
<th>Frequency (Cycles per Second)</th>
<th>Displacement (In Inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10</td>
<td>.0020</td>
</tr>
<tr>
<td>10-20</td>
<td>.0016</td>
</tr>
<tr>
<td>20-30</td>
<td>.0010</td>
</tr>
<tr>
<td>30-40</td>
<td>.0006</td>
</tr>
<tr>
<td>40 &amp; Over</td>
<td>.0005</td>
</tr>
</tbody>
</table>

8. **Open Storage**

   a. Open storage shall be permitted as an accessory use to a main use which is located in a building in an HI district or a PD district allowing uses and standards in accordance with the HI zoning district.

   b. The area designated as open storage shall not exceed the total gross square foot of the building located on the same lot as the open storage area without the prior approval of a specific use permit in accordance with Section 6.5.

   c. Open storage shall be located on the rear one-half of the lot.

   d. No open storage shall be located in front of the main building.

   e. No open storage area shall be used as a wrecking, junk or salvage yard prior to approval of as a specific use permit in accordance with Section 6.5 authorizing such use.

   f. All open storage areas shall be screened from view of the public by a masonry wall not less than six feet nor greater than eight feet in height, and shrubs, trees or other landscaping as approved by the Director.

   g. Items stored in an authorized open storage area shall not extend above the required screening wall or fence.

9. **Waste Materials**

   No use or operation shall discharge onto the ground or into any driveway, open pit, pond or into any street or street right-of-way, any waste materials, liquids, residue or by products for storage, decomposition, disposal or fill, unless
approved by the Director.

D. “Daytime” and “Bounding Property Line”

1. “Daytime” As used in Sections 4.5.B and C., “daytime” means the hours between sunrise and sunset on any given day.

2. “Bounding Property Line”
   As used in Sections 4.5.B and C., “bounding property line” means (i) the far side of any street, alley, stream or other permanently dedicated open space from the noise source when such open space exists between the property line of the noise source and adjacent property, and (ii) when no such open space exists, the common line between two parcels of property.
This meeting was open to the public and/or viewable via Zoom Videoconference. Texas Governor Greg Abbott has granted temporary suspension of the Open Meetings Act to allow telephone or videoconference. These actions are being taken to mitigate the spread of COVID-19.

Study Session Meeting – 6:00 PM

Present 13 - Chairman David Moore, Commissioner Tim Yarbrough, Commissioner Linda Bertl, Commissioner Giovanni Zavala, Commissioner Jarrod Williams, Commissioner Bonnie Potraza, Alternate Commissioner Barrett Cole, Vice Chairman Sergio De Los Santos, Tina Firgens AICP Director of Planning, Jenifer Paz AICP Lead Planner, Surupa Sen AICP Senior Planner, Brian Campbell Planning Technician, Kyra McCardle Planning Consultant, Tom Bryson Communications Director, and John Land Deputy City Manager

D. PUBLIC HEARING

D.1 20-ZA-03 Conduct a public hearing and consider a request to amend the Comprehensive Zoning Ordinance including but not limited to amending: Article 2.6 Alcoholic Beverage Sales in Restaurants and Private Clubs, Article 3.21 Light Industrial District, Article 3.22 Heavy Industrial District, and Article 4.5 Performance Standards as it relates to uses and development standards requiring approval of a Specific Use Permit; and take appropriate action.

This is a city initiated Comprehensive Zoning Ordinance (CZO) text amendment. City Council directed staff to consider removing Specific Use Permit requirements from the CZO that may no longer be necessary or the most appropriate means for regulating certain uses and/or improvements. The last major overhaul of the CZO was adopted by City Council in January of 2017 and included a thorough review of the land uses subject to approval of a specific use permit. However, there still remains provisions within the CZO that require approval of an SUP particularly as it relates to development standards; therefore, staff has focused its review on the development performance standards. The following items listed below are proposed for removal of the SUP requirement and clarification of existing requirements:

- Outdoor patio areas associated with qualifying restaurants;
- More than two driveway approaches for properties located within Light
Industrial (LI) and Heavy Industrial (HI) zoning districts; and

- The amount of open storage allowed by right versus that which requires approval of an SUP.

Staff presented this proposed CZO amendment to the Planning and Zoning Commission at a study session discussion during their February 10, 2020 regular meeting. The Commission was agreeable to the proposal and advised staff to proceed with the public hearing and ordinance adoption process. Staff recommends approval of this zoning amendment as presented.

Ms. Surupa Sen, Senior Planner, gave a presentation regarding the proposed zoning amendment.

Chairman Moore asked for any questions.

Commissioner Bertl requested clarification regarding the proposed amendment related to outdoor storage and screening requirements.

Hearing no further questions or comments from the Commissioners, Chairman Moore opened the public hearing. No one came forward to address this agenda item. Chairman Moore closed the public hearing and asked for a motion.

**A motion was made by Commissioner Yarbrough, seconded by Vice Chairman De Los Santos, that this Zoning Amendment be recommended for approval. The motion carried unanimously.**

**Aye: 7 – Chairman Moore, Commissioner Yarbrough, Commissioner Bertl, Commissioner Zavala, Commissioner Williams, Commissioner Potraza and Vice Chairman De Los Santos**
City Council
June 9, 2020 – Agenda Item X.x
CZO Text Amendment – Specific Use Permit

• City Council directed staff to consider removing Specific Use Permit requirements from the Comprehensive Zoning Ordinance (CZO) that may no longer be necessary or the most appropriate means for regulating certain uses and/or improvements.

• The following items are proposed for possible removal of the SUP requirement and/or clarification of existing requirements:
  • Outdoor patio areas associated with qualifying restaurants;
  • More than two driveway approaches for properties located within Light Industrial (LI) and Heavy Industrial (HI) zoning districts; and
  • The amount of open storage allowed by right versus that which requires approval of an SUP.
Qualifying Restaurants:

- The CZO allows qualifying restaurant by right in the Local Retail District-1 (LR-1), Local Retail District-2 (LR-2), Commercial (C), Light Industrial (LI) and Heavy Industrial (HI) zoning districts.

- However, Section 2.6 of the CZO requires approval of an SUP for the sale of alcoholic beverage within an outdoor patio of a qualifying restaurant.

- Staff believes it is appropriate to remove this SUP requirement.

- If the location allows a qualifying restaurant by right through the base zoning district, then the attached patio should not be required to go through an SUP approval process as it is part of the main land use, i.e. the restaurant.
Access Drive Approaches:

- There are two provisions within LI and HI zoning districts that have an SUP approval requirement:
  - Two approach driveways not exceeding 40 feet in width each may be located in the front yard. Additional driveways require approval of a specific use permit in accordance with Section 6.5.

- Currently driveway spacing, maximum number of driveways, driveway location and other site design related items are reviewed on a case by case basis through the city’s detailed site plan review process.

- The city’s Public Works Department follows engineering best management practices standards and has individual standards for these site design elements.

- Staff recommends removal of these two SUP requirements.
## CZO Text Amendment – Specific Use Permit

### Open Storage:
- Article 4. Site Development Standards of the CZO has requirements related to how open storage may be provided on a property needs clarification.

<table>
<thead>
<tr>
<th>Existing Open Storage Requirement (C, LI)</th>
<th>Proposed Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>The area designated as open storage shall not exceed 15% of the total gross square foot of the building located on the same lot as the open storage prior to approval of a specific use permit in accordance with Section 6.5.</td>
<td>The area of open storage authorized by right pursuant to paragraph a, above, shall not exceed 15% of the total gross square footage of the area of the building(s) located on the same lot and to which such outside storage constitutes an accessory use. Use of an area for open storage exceeding 15% of the total gross square footage of the area of the building(s) located on the same lot and to which such outside storage constitutes an accessory use shall require prior approval of a specific use permit in accordance with Section 6.5.</td>
</tr>
</tbody>
</table>
Comprehensive Plan (Central Area Plan) Recommendation:
• The East Side Plan states that zoning restrictions and complicated alcohol regulations are a significant barrier to entry for new businesses.
• By removing the unwarranted SUP requirement from the CZO, the proposed amendment is consistent with the Plan’s recommendations, thereby allowing for streamlined development review process.
• The amendment encourages new and re-development projects by reducing application review and processing time.

Planning and Zoning Commission Recommendation:
• On May 11, 2020 the Commission unanimously recommended approval of the CZO amendment.
Questions
Consider adopting Ordinance No. 3640 authorizing the City Manager to execute an agreement for rooftop solar projects for Manske Library, the Farmers Branch Community Recreation Center, and the new Fire Station #2; and take appropriate action.

BACKGROUND:
On May 19, 2020 City Council received a report from City staff and Adam Shor with Shor Power and Dan Poydenis with Sea Oak Capital regarding the feasibility of solar rooftop projects at various City facilities and a solar project at the City’s closed landfill at 1399 Valley View Lane. Council received conservative cost estimates and revenue projections at this presentation. Council asked that the costs for three projects be refined and brought back for further consideration.

This presentation provides updated costs and revenue projections for the three projects.

DISCUSSION:
Based on model assumptions and cost estimates, the potential for rooftop solar projects at the Manske Library, Farmers Branch Community Recreation Center, and the new Fire Station #2 on Alpha Link would save the City money on its electrical bills over the terms of the projects. The projects have an estimated combined total cost of $1,286,000, net incentives. The project terms are 30 years. Each project has qualified and is currently approved for an incentive from ONCOR, which would offset some of the construction costs of the projects. Based on the models, all three projects have payback periods of less than 10 years.

FISCAL IMPACT:
(Choose One)
1. Financial impacts are described in the attachments.

RECOMMENDATION:
City Administration recommends adopting Ordinance No. 3640 authorizing the City Manager to amend the Fiscal Year 2019-20 Operations and Capital Improvement Budget and execute agreements for rooftop solar projects for Manske Library, the Farmers Branch Community Recreation Center, and the new Fire Station #2. The amended budget would transfer the estimated project costs of $1,286,000 from General Fund reserves to Operations and Capital Improvements Budget.

POSSIBLE COUNCIL ACTION:
1. I move to authorize the City Manager to execute agreements for rooftop solar projects for Manske Library, the Farmers Branch Community Recreation Center, and the new Fire Station #2 and approve Ordinance No. 3640 to amend the Fiscal Year 2019-20 Operations and Capital Improvements Budget accordingly.
2. I move to approve Ordinance No. 3640, with modifications.
3. I move to table the issue for further study or take no action.

**ATTACHMENT(S):**

1. Solar Feasibility - Rooftop Projects Update
2. Solar Feasibility Line Item Costs
3. Solar Feasibility Study - Farmers Branch Final
4. 30-Year Cost and Revenues Fire Station #2
5. 30-Year Cost and Revenues Recreation Center
6. 30-Year Cost and Revenues Library
7. Ordinance No. 3640

**STRATEGIC LINK:**

Critical Business Outcomes are short-term, one to three year, priorities. In contrast to Strategic Objectives, these outcomes are less strategic and more action-oriented.

- FY20 Critical Business Outcome 10 - Identify a pathway for sustainability initiatives
- FY21 Critical Business Outcome 07 - Execute sustainability initiatives
Solar Feasibility Study

Department of Sustainability and Public Health
with Shor Power and Sea Oak Capital
June 9, 2020
Presentation Goal

- Goal - Receive updated costs and revenues for 3 rooftop projects included in the Solar Feasibility Study
  - Manske Library – 218,000 W
  - Farmers Branch Community Recreation Center – 270,000 W
  - Fire Station #2 – Alpha Link – 69,200 W
  - Total of 859,280 kW-hr of electricity
Potential Estimated Benefits of 859,280 kW-hr of Solar

- Equates to reducing the emissions from
  - 1,507,557 miles driven by an average passenger vehicle
  - 68,363 gallons of gasoline
  - 70.1 homes energy use for 1 year
  - 1,407 barrels of oil consumed

- Equates to the gas emissions avoided by 207 tons of waste recycled instead of landfilled

- Equates to the equivalent of the carbon sequestered by 793 acres of U.S. forest in 1 year

*https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator*
Project Assumptions

• City ownership
• 10 year warranty for system
• Outsourced maintenance after 10 years
• Projects receive ONCOR incentives
  • Manske Library - $114,000
  • Recreation Center - $120,000
  • Fire Station #2 - $33,195
• Procurement savings for number of panels will be offset by consultant to assist during plan review and bidding process
# Rooftop Solar

<table>
<thead>
<tr>
<th>Manske Library</th>
<th>Recreation Center</th>
<th>Fire Station #2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Upfront Cost:</strong></td>
<td><strong>Upfront Cost:</strong></td>
<td><strong>Upfront Cost:</strong></td>
</tr>
<tr>
<td>$519,400</td>
<td>$612,282</td>
<td>$154,500</td>
</tr>
<tr>
<td><strong>ONCOR Incentive:</strong></td>
<td><strong>ONCOR Incentive:</strong></td>
<td><strong>ONCOR Incentive:</strong></td>
</tr>
<tr>
<td>$114,070</td>
<td>$120,000</td>
<td>$33,195</td>
</tr>
<tr>
<td><strong>Net Cost:</strong></td>
<td><strong>Net Cost:</strong></td>
<td><strong>Net Cost:</strong></td>
</tr>
<tr>
<td>$405,330</td>
<td>$492,282</td>
<td>$187,695</td>
</tr>
<tr>
<td><strong>30-Year Savings:</strong></td>
<td><strong>30-Year Savings:</strong></td>
<td><strong>30-Year Savings:</strong></td>
</tr>
<tr>
<td>$1,108,291</td>
<td>$1,321,735</td>
<td>$365,534</td>
</tr>
</tbody>
</table>

**Cost recovered in Year 9**

- Manske Library
- Recreation Center
- Fire Station #2
Questions?
Costs Built into Original Model

<table>
<thead>
<tr>
<th>EPC Costs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Equipment/Hardware</strong></td>
<td>Includes solar panels, racking, inverters, transformers (if needed), wiring, balance of system</td>
</tr>
<tr>
<td><strong>Installation: Labor</strong></td>
<td>Electricians and site prep</td>
</tr>
<tr>
<td><strong>Profit Margins</strong></td>
<td>profit and overhead for EPC and its subcontractors</td>
</tr>
<tr>
<td><strong>Engineering and Design</strong></td>
<td>Permits, engineering, optimization and design work</td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
<td>Contigency, mobilization, insurance (during construction) etc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Soft Costs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Independent Engineer</strong></td>
<td>Technical design review and quality assurance work during installation</td>
</tr>
<tr>
<td><strong>Structural Engineer</strong></td>
<td>Confirmation of suitability of building structures to support the solar system</td>
</tr>
<tr>
<td><strong>Legal</strong></td>
<td>Review of EPC contract and/or other legal matters the City may want to engage a third party law firm to review</td>
</tr>
<tr>
<td><strong>Interconnection Costs</strong></td>
<td>Payments to the utility to enable the installation and interconnection of the solar system</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transactional Costs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Legal</strong></td>
<td>Purchase and sale documents, lease, power sale agreements, tax agreements</td>
</tr>
<tr>
<td><strong>Appraisal</strong></td>
<td>Calculation of fair market value and other basis related analysis for purposes of investment tax credit valuation and sale</td>
</tr>
<tr>
<td><strong>Title Insurance</strong></td>
<td>Leasehold title policy for rooftop with access endorsements to benefit third party owner</td>
</tr>
<tr>
<td><strong>Closing costs</strong></td>
<td>Recordings, escrows, etc.</td>
</tr>
<tr>
<td><strong>Development fees</strong></td>
<td>Commonly included compensation to the developer/acquirer of the solar facility</td>
</tr>
</tbody>
</table>

Manske Library
Solar PV Power Rating: 218,000 W-DC

<table>
<thead>
<tr>
<th>Incentive</th>
<th>Electric Bill Savings</th>
<th>System Maintenance</th>
<th>Total Cash Flow</th>
<th>Cumulative Cash Flow</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$114,070</td>
<td>$38,853</td>
<td>$152,923</td>
<td>$366,477</td>
</tr>
<tr>
<td>2</td>
<td>$39,432</td>
<td>$39,432</td>
<td>$78,864</td>
<td>$445,341</td>
</tr>
<tr>
<td>3</td>
<td>$40,018</td>
<td>$40,018</td>
<td>$80,030</td>
<td>$525,371</td>
</tr>
<tr>
<td>4</td>
<td>$40,612</td>
<td>$40,612</td>
<td>$81,224</td>
<td>$606,595</td>
</tr>
<tr>
<td>5</td>
<td>$41,214</td>
<td>$41,214</td>
<td>$82,438</td>
<td>$687,033</td>
</tr>
<tr>
<td>6</td>
<td>$41,824</td>
<td>$41,824</td>
<td>$83,668</td>
<td>$768,701</td>
</tr>
<tr>
<td>7</td>
<td>$42,442</td>
<td>$42,442</td>
<td>$85,010</td>
<td>$851,711</td>
</tr>
<tr>
<td>8</td>
<td>$43,068</td>
<td>$43,068</td>
<td>$86,576</td>
<td>$936,287</td>
</tr>
<tr>
<td>9</td>
<td>$43,701</td>
<td>$43,701</td>
<td>$88,152</td>
<td>$1,020,439</td>
</tr>
<tr>
<td>10</td>
<td>$44,343</td>
<td>$44,343</td>
<td>$89,745</td>
<td>$1,108,284</td>
</tr>
<tr>
<td>11</td>
<td>$44,993</td>
<td>$2,739</td>
<td>$47,732</td>
<td>$57,909</td>
</tr>
<tr>
<td>12</td>
<td>$45,652</td>
<td>$2,780</td>
<td>$48,432</td>
<td>$106,341</td>
</tr>
<tr>
<td>13</td>
<td>$46,318</td>
<td>$2,822</td>
<td>$49,140</td>
<td>$155,481</td>
</tr>
<tr>
<td>14</td>
<td>$46,993</td>
<td>$2,864</td>
<td>$49,857</td>
<td>$205,338</td>
</tr>
<tr>
<td>15</td>
<td>$47,677</td>
<td>$2,907</td>
<td>$50,584</td>
<td>$255,922</td>
</tr>
<tr>
<td>16</td>
<td>$48,369</td>
<td>$2,951</td>
<td>$51,320</td>
<td>$307,242</td>
</tr>
<tr>
<td>17</td>
<td>$49,070</td>
<td>$2,995</td>
<td>$52,065</td>
<td>$359,307</td>
</tr>
<tr>
<td>18</td>
<td>$49,779</td>
<td>$3,040</td>
<td>$52,819</td>
<td>$412,126</td>
</tr>
<tr>
<td>19</td>
<td>$50,497</td>
<td>$3,085</td>
<td>$53,582</td>
<td>$465,708</td>
</tr>
<tr>
<td>20</td>
<td>$51,224</td>
<td>$3,132</td>
<td>$54,356</td>
<td>$520,064</td>
</tr>
<tr>
<td>21</td>
<td>$51,960</td>
<td>$3,179</td>
<td>$55,139</td>
<td>$575,203</td>
</tr>
<tr>
<td>22</td>
<td>$52,705</td>
<td>$3,226</td>
<td>$55,931</td>
<td>$631,134</td>
</tr>
<tr>
<td>23</td>
<td>$53,458</td>
<td>$3,275</td>
<td>$56,733</td>
<td>$687,867</td>
</tr>
<tr>
<td>24</td>
<td>$54,221</td>
<td>$3,324</td>
<td>$57,545</td>
<td>$745,412</td>
</tr>
<tr>
<td>25</td>
<td>$54,993</td>
<td>$3,374</td>
<td>$58,367</td>
<td>$803,779</td>
</tr>
<tr>
<td>26</td>
<td>$55,774</td>
<td>$3,424</td>
<td>$59,198</td>
<td>$862,978</td>
</tr>
<tr>
<td>27</td>
<td>$56,565</td>
<td>$3,476</td>
<td>$60,041</td>
<td>$923,018</td>
</tr>
<tr>
<td>28</td>
<td>$57,364</td>
<td>$3,528</td>
<td>$60,892</td>
<td>$983,910</td>
</tr>
<tr>
<td>29</td>
<td>$58,174</td>
<td>$3,581</td>
<td>$61,755</td>
<td>$1,045,664</td>
</tr>
<tr>
<td>30</td>
<td>$58,992</td>
<td>$3,635</td>
<td>$62,627</td>
<td>$1,108,291</td>
</tr>
</tbody>
</table>
Solar Feasibility Study

Prepared for:
The City of Farmers Branch, TX

April 14th, 2020

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.
# Table of Contents

**Definition of Terminology** .................................................................................................................. 3  
**Summary of Findings** .......................................................................................................................... 4  
**Initial System Designs** ....................................................................................................................... 6  
  - City Hall Proposed Solar Layout ........................................................................................................... 7  
  - Recreation Center Proposed Solar Layout ............................................................................................. 7  
  - Margaret Young Natatorium Proposed Solar Layout ........................................................................... 8  
  - Manske Library Proposed Solar Layout ............................................................................................... 8  
  - Fire Station Proposed Solar Layout ..................................................................................................... 9  
  - Landfill Proposed Solar Layout ......................................................................................................... 10  
**Analysis of the current electrical rate and potential future rates if solar projects are implemented** ................................................................................................................................. 11  
  - Current Rate ........................................................................................................................................ 11  
  - Projected Rate(s) for projects and why ............................................................................................... 11  
**Summary of the permitting process(es) and associated costs with regulatory agencies (e.g. ONCOR, TCEQ, City)** ................................................................................................................................. 12  
**Analysis of regulations and allowable options within those rules** ...................................................... 16  
**Analysis of project taxation: 1) sales tax, 2) personal property tax, 3) real property tax** ............... 17  
**Procurement summary and initial turnkey cost estimates based on the site-specific projects** ....... 18  
**Analysis of Available Transaction Structures – PPA, ownership, hybrid** ........................................ 19  
**Analysis of Available Power Sale Contracts** ...................................................................................... 20  
**Analysis of Available Subsidies – ONCOR small scale projects and federal tax credits** ............ 21  
**Financial Analysis and Preliminary Modeling** ................................................................................... 22  
**Supplemental Information** .................................................................................................................. 25
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/rgse
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 slightly 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 0.5% 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 ~$.113/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 electricity⁶ for the

---

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.

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\(^8\) (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 2\(^\text{nd}\) or 3\(^\text{rd}\) 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

\(^8\) http://www.ercot.com/services/rq/qse
Houston that would provide power to the City of Houston.\footnote{https://www.houstonchronicle.com/news/houston-texas/houston/article/Hopes-rise-that-proposed-solar-farm-will-14490863.php} 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.
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\(^\text{10}\), 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

---

\(^{10}\) 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 predetermined 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

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-itsc](https://www.seia.org/initiatives/solar-investment-tax-credit-itsc)

City of Farmers Branch Solar Feasibility Study 21
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.

---

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)
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
Rec Center
Solar PV Power Rating: 270,000 W-DC

<table>
<thead>
<tr>
<th></th>
<th>Soft Costs</th>
<th>Upfront</th>
<th>Incentive</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$50,000</td>
<td>$562,282</td>
<td>$120,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Incentive</th>
<th>Electric Bill Savings</th>
<th>System Maintenance</th>
<th>Total Cash Flow</th>
<th>Cumulative Cash Flow</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$120,000</td>
<td>$46,900</td>
<td></td>
<td>$166,900</td>
<td>$445,382</td>
</tr>
<tr>
<td>2</td>
<td>$47,599</td>
<td>$47,599</td>
<td></td>
<td>$95,198</td>
<td>$397,783</td>
</tr>
<tr>
<td>3</td>
<td>$48,307</td>
<td>$48,307</td>
<td></td>
<td>$96,614</td>
<td>$349,476</td>
</tr>
<tr>
<td>4</td>
<td>$49,024</td>
<td>$49,024</td>
<td></td>
<td>$98,048</td>
<td>$300,452</td>
</tr>
<tr>
<td>5</td>
<td>$49,751</td>
<td>$49,751</td>
<td></td>
<td>$99,486</td>
<td>$250,701</td>
</tr>
<tr>
<td>6</td>
<td>$50,487</td>
<td>$50,487</td>
<td></td>
<td>$101,974</td>
<td>$200,214</td>
</tr>
<tr>
<td>7</td>
<td>$51,233</td>
<td>$51,233</td>
<td></td>
<td>$102,466</td>
<td>$148,981</td>
</tr>
<tr>
<td>8</td>
<td>$51,988</td>
<td>$51,988</td>
<td></td>
<td>$103,976</td>
<td>$96,993</td>
</tr>
<tr>
<td>9</td>
<td>$52,753</td>
<td>$52,753</td>
<td></td>
<td>$105,486</td>
<td>$44,240</td>
</tr>
<tr>
<td>10</td>
<td>$53,528</td>
<td>$53,528</td>
<td></td>
<td>$107,056</td>
<td>$9,288</td>
</tr>
<tr>
<td>11</td>
<td>$54,313</td>
<td>$2,739</td>
<td></td>
<td>$57,052</td>
<td>$66,340</td>
</tr>
<tr>
<td>12</td>
<td>$55,107</td>
<td>$2,780</td>
<td></td>
<td>$57,887</td>
<td>$124,227</td>
</tr>
<tr>
<td>13</td>
<td>$55,912</td>
<td>$2,822</td>
<td></td>
<td>$58,734</td>
<td>$182,961</td>
</tr>
<tr>
<td>14</td>
<td>$56,727</td>
<td>$2,864</td>
<td></td>
<td>$59,591</td>
<td>$242,552</td>
</tr>
<tr>
<td>15</td>
<td>$57,552</td>
<td>$2,907</td>
<td></td>
<td>$60,459</td>
<td>$303,011</td>
</tr>
<tr>
<td>16</td>
<td>$58,388</td>
<td>$2,951</td>
<td></td>
<td>$61,339</td>
<td>$364,350</td>
</tr>
<tr>
<td>17</td>
<td>$59,233</td>
<td>$2,995</td>
<td></td>
<td>$62,228</td>
<td>$426,578</td>
</tr>
<tr>
<td>18</td>
<td>$60,090</td>
<td>$3,040</td>
<td></td>
<td>$63,130</td>
<td>$489,707</td>
</tr>
<tr>
<td>19</td>
<td>$60,957</td>
<td>$3,085</td>
<td></td>
<td>$64,042</td>
<td>$553,750</td>
</tr>
<tr>
<td>20</td>
<td>$61,834</td>
<td>$3,132</td>
<td></td>
<td>$64,966</td>
<td>$618,716</td>
</tr>
<tr>
<td>21</td>
<td>$62,722</td>
<td>$3,179</td>
<td></td>
<td>$65,901</td>
<td>$684,616</td>
</tr>
<tr>
<td>22</td>
<td>$63,621</td>
<td>$3,226</td>
<td></td>
<td>$66,847</td>
<td>$751,464</td>
</tr>
<tr>
<td>23</td>
<td>$64,531</td>
<td>$3,275</td>
<td></td>
<td>$67,806</td>
<td>$819,270</td>
</tr>
<tr>
<td>24</td>
<td>$65,452</td>
<td>$3,324</td>
<td></td>
<td>$68,776</td>
<td>$888,045</td>
</tr>
<tr>
<td>25</td>
<td>$66,384</td>
<td>$3,374</td>
<td></td>
<td>$69,758</td>
<td>$957,803</td>
</tr>
<tr>
<td>26</td>
<td>$67,327</td>
<td>$3,424</td>
<td></td>
<td>$70,751</td>
<td>$1,028,555</td>
</tr>
<tr>
<td>27</td>
<td>$68,281</td>
<td>$3,476</td>
<td></td>
<td>$71,757</td>
<td>$1,100,311</td>
</tr>
<tr>
<td>28</td>
<td>$69,246</td>
<td>$3,528</td>
<td></td>
<td>$72,774</td>
<td>$1,173,085</td>
</tr>
<tr>
<td>29</td>
<td>$70,223</td>
<td>$3,581</td>
<td></td>
<td>$73,804</td>
<td>$1,246,889</td>
</tr>
<tr>
<td>30</td>
<td>$71,211</td>
<td>$3,635</td>
<td></td>
<td>$74,846</td>
<td>$1,321,735</td>
</tr>
</tbody>
</table>
## Fire Station

Solar PV Power Rating: 69,200 W-DC

<table>
<thead>
<tr>
<th>Soft Costs</th>
<th>$0</th>
<th>Upfront</th>
<th>$154,500</th>
<th>Incentive</th>
<th>$33,195 (estimated)</th>
<th>Soft Cost + Construction</th>
<th>$154,500</th>
<th>$154,500</th>
<th>$187,695</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Incentive</th>
<th>Electric Bill Savings</th>
<th>System Maintenance</th>
<th>Total Cash Flow</th>
<th>Cumulative Cash Flow</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$33,195</td>
<td></td>
<td>$11,346</td>
<td>$44,541</td>
</tr>
<tr>
<td>2</td>
<td>$11,515</td>
<td></td>
<td>$11,515</td>
<td>$11,515</td>
</tr>
<tr>
<td>3</td>
<td>$11,686</td>
<td></td>
<td>$11,686</td>
<td>$11,686</td>
</tr>
<tr>
<td>4</td>
<td>$11,859</td>
<td></td>
<td>$11,859</td>
<td>$11,859</td>
</tr>
<tr>
<td>5</td>
<td>$12,035</td>
<td></td>
<td>$12,035</td>
<td>$12,035</td>
</tr>
<tr>
<td>6</td>
<td>$12,213</td>
<td></td>
<td>$12,213</td>
<td>$12,213</td>
</tr>
<tr>
<td>7</td>
<td>$12,394</td>
<td></td>
<td>$12,394</td>
<td>$12,394</td>
</tr>
<tr>
<td>8</td>
<td>$12,576</td>
<td></td>
<td>$12,576</td>
<td>$12,576</td>
</tr>
<tr>
<td>9</td>
<td>$12,761</td>
<td></td>
<td>$12,761</td>
<td>$12,761</td>
</tr>
<tr>
<td>10</td>
<td>$12,949</td>
<td></td>
<td>$12,949</td>
<td>$12,949</td>
</tr>
<tr>
<td>11</td>
<td>$13,139</td>
<td>$2,739</td>
<td>$15,878</td>
<td>$15,878</td>
</tr>
<tr>
<td>12</td>
<td>$13,331</td>
<td>$2,780</td>
<td>$16,111</td>
<td>$16,111</td>
</tr>
<tr>
<td>13</td>
<td>$13,526</td>
<td>$2,822</td>
<td>$16,348</td>
<td>$16,348</td>
</tr>
<tr>
<td>14</td>
<td>$13,723</td>
<td>$2,864</td>
<td>$16,587</td>
<td>$16,587</td>
</tr>
<tr>
<td>15</td>
<td>$13,922</td>
<td>$2,907</td>
<td>$16,829</td>
<td>$16,829</td>
</tr>
<tr>
<td>16</td>
<td>$14,124</td>
<td>$2,951</td>
<td>$17,075</td>
<td>$17,075</td>
</tr>
<tr>
<td>17</td>
<td>$14,329</td>
<td>$2,995</td>
<td>$17,324</td>
<td>$17,324</td>
</tr>
<tr>
<td>18</td>
<td>$14,536</td>
<td>$3,040</td>
<td>$17,576</td>
<td>$17,576</td>
</tr>
<tr>
<td>19</td>
<td>$14,746</td>
<td>$3,085</td>
<td>$17,831</td>
<td>$17,831</td>
</tr>
<tr>
<td>20</td>
<td>$14,958</td>
<td>$3,132</td>
<td>$18,090</td>
<td>$18,090</td>
</tr>
<tr>
<td>21</td>
<td>$15,173</td>
<td>$3,179</td>
<td>$18,352</td>
<td>$18,352</td>
</tr>
<tr>
<td>22</td>
<td>$15,390</td>
<td>$3,226</td>
<td>$18,616</td>
<td>$18,616</td>
</tr>
<tr>
<td>23</td>
<td>$15,611</td>
<td>$3,275</td>
<td>$18,886</td>
<td>$18,886</td>
</tr>
<tr>
<td>24</td>
<td>$15,833</td>
<td>$3,324</td>
<td>$19,157</td>
<td>$19,157</td>
</tr>
<tr>
<td>25</td>
<td>$16,059</td>
<td>$3,374</td>
<td>$19,433</td>
<td>$19,433</td>
</tr>
<tr>
<td>26</td>
<td>$16,287</td>
<td>$3,424</td>
<td>$19,712</td>
<td>$19,712</td>
</tr>
<tr>
<td>27</td>
<td>$16,518</td>
<td>$3,476</td>
<td>$19,994</td>
<td>$19,994</td>
</tr>
<tr>
<td>28</td>
<td>$16,751</td>
<td>$3,528</td>
<td>$20,279</td>
<td>$20,279</td>
</tr>
<tr>
<td>29</td>
<td>$16,987</td>
<td>$3,581</td>
<td>$20,568</td>
<td>$20,568</td>
</tr>
<tr>
<td>30</td>
<td>$17,225</td>
<td>$3,635</td>
<td>$20,860</td>
<td>$20,860</td>
</tr>
</tbody>
</table>

$1,286,182
ORDINANCE NO. 3640

AN ORDINANCE OF THE CITY OF FARMERS BRANCH, TEXAS, AMENDING THE CITY’S 2019-2020 FISCAL YEAR OPERATING AND CAPITAL IMPROVEMENT BUDGET AS AMENDED; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmers Branch, Texas Ordinance No. 3587 adopted a budget for the City for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (the “Budget”); and

WHEREAS, the City Council of the City of Farmers Branch, Texas desires to amend the Budget;

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

SECTION 1. The Budget of the City of Farmers Branch, Texas, for the fiscal year beginning October 1, 2019 and ending on September 30, 2020, as approved by Ordinance No. 3578 is hereby amended by transferring $1,287,000 from the General Fund Reserves fund balance and appropriating said amount to the Non-Bond Capital Improvement Budget.

SECTION 2. All Ordinances of the City of Farmers Branch in conflict with the provisions of this Ordinance be, and the same are hereby, repealed and all other provisions of the Ordinances of the City of Farmers Branch not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal or invalid.

SECTION 4. This Ordinance shall take effect immediately from and after its passage, as the law and City Charter in such cases provide.


ATTEST: ________________________________  APPROVED: ________________________________

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

Peter G. Smith, City Attorney
(kbl:6/3/2020:116017)
Review the establishment of a local Coronavirus Aid, Relief, and Economic Security (CARES) Act funding program

BACKGROUND:
Staff will be present to discuss latest efforts towards the establishment of a local CARES Act funding program.
Consider annual Board and Commission appointments; and take appropriate action

BACKGROUND:
The City Council conducts annual Board and Commission appointments to fill term vacancies. The City Secretary’s Office advertised throughout the community and posted signage in each City Council District to encourage residents to volunteer on a board and commission.

The City Secretary received 45 applications to fill 45 vacancies in addition to 10 various appointments by official capacity. The City Council met May 27, 2020 and reviewed applications, watched video recordings of new applicants, and created a slate list.

DISCUSSION:
The City Council will consider approving the slate list to appoint members to fill vacancies that occur on June 30, 2020.

RECOMMENDATION:
City Administration recommends City Council approve the slate list to appoint members to fill annual board vacancies.

ACTIONS:
1) Motion to adopt the attached slate list, as presented.
2) Motion to amend the slate list and approve, as amended.
3) Motion to seek more applicants.

ATTACHMENTS:
1. 2020 B&C Slate List
## 2020 Appointment List

### Terms Begin 07.01.2020

#### Animal Shelter Advisory Committee

<table>
<thead>
<tr>
<th>Place</th>
<th>Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terry Lynne* (City Official)</td>
<td>2 6/30/2022</td>
</tr>
<tr>
<td>Kristina Valentine* (Welfare)</td>
<td>3 6/30/2022</td>
</tr>
<tr>
<td>Sara McComb (Shelter Mgr.)</td>
<td>4 6/30/2022</td>
</tr>
<tr>
<td>Jennifer Garcia</td>
<td>Alt - 1 6/30/2022</td>
</tr>
</tbody>
</table>

*REAPPOINTED

#### Zoning Board of Adjustment

<table>
<thead>
<tr>
<th>Place</th>
<th>Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew E Kelley*</td>
<td>1 6/30/2022</td>
</tr>
<tr>
<td>Glenn Douglass*</td>
<td>3 6/30/2022</td>
</tr>
<tr>
<td>Beverly Nelson*</td>
<td>4 6/30/2022</td>
</tr>
<tr>
<td>Patrick R Byrne</td>
<td>Alt - 1 6/30/2022</td>
</tr>
</tbody>
</table>

#### Planning & Zoning Commission

<table>
<thead>
<tr>
<th>Place</th>
<th>Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jarrod W Williams*</td>
<td>1 6/30/2023</td>
</tr>
<tr>
<td>Linda A Berti*</td>
<td>2 6/30/2023</td>
</tr>
<tr>
<td>Barrett Cole*</td>
<td>4 6/30/2023</td>
</tr>
<tr>
<td>Andrew Jones</td>
<td>Alt - 1 6/30/2023</td>
</tr>
<tr>
<td>Patrick R Byrne</td>
<td>Alt - 2 6/30/2022</td>
</tr>
</tbody>
</table>

#### Farmers Branch Manske Library

<table>
<thead>
<tr>
<th>Place</th>
<th>Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stacey Baker*</td>
<td>4 6/30/2022</td>
</tr>
<tr>
<td>Adriane Young</td>
<td>5 6/30/2022</td>
</tr>
<tr>
<td>Rachel C Rouse</td>
<td>6 6/30/2022</td>
</tr>
<tr>
<td>Jennifer Bauer*</td>
<td>7 6/30/2022</td>
</tr>
<tr>
<td>David Solly</td>
<td>Alt - 2 6/30/2022</td>
</tr>
</tbody>
</table>

#### Historical Preservation & Restoration Board

<table>
<thead>
<tr>
<th>Place</th>
<th>Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Betina Miller</td>
<td>3 6/30/2021</td>
</tr>
<tr>
<td>Carol L Dingman*</td>
<td>4 6/30/2022</td>
</tr>
<tr>
<td>Ginny Welch</td>
<td>5 6/30/2022</td>
</tr>
<tr>
<td>John Hylkema*</td>
<td>6 6/30/2022</td>
</tr>
<tr>
<td>Ann Christman*</td>
<td>7 6/30/2022</td>
</tr>
<tr>
<td>Warren Wetzel*</td>
<td>Alt - 2 6/30/2022</td>
</tr>
</tbody>
</table>

#### Parks & Recreation Board

<table>
<thead>
<tr>
<th>Place</th>
<th>Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Langhorst*</td>
<td>1 6/30/2022</td>
</tr>
<tr>
<td>David Merritt*</td>
<td>3 6/30/2022</td>
</tr>
<tr>
<td>Stephan Root*</td>
<td>5 6/30/2022</td>
</tr>
<tr>
<td>Robert Stewart*</td>
<td>7 6/30/2022</td>
</tr>
<tr>
<td>Susan Mathis</td>
<td>Alt - 2 6/30/2022</td>
</tr>
</tbody>
</table>

### Youth Advisory Council

<table>
<thead>
<tr>
<th>Place</th>
<th>Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aleny A Gomez</td>
<td>1 5/31/2022</td>
</tr>
<tr>
<td>Asyrya Cabello</td>
<td>2 5/31/2022</td>
</tr>
<tr>
<td>Diego Notario Andrade</td>
<td>3 5/31/2022</td>
</tr>
<tr>
<td>Emily Derrick</td>
<td>4 5/31/2022</td>
</tr>
<tr>
<td>Karla L Sanchez</td>
<td>5 5/31/2022</td>
</tr>
<tr>
<td>Morgan A. Merritt</td>
<td>6 5/31/2022</td>
</tr>
<tr>
<td>Giovanni L Bleggi</td>
<td>7 5/31/2022</td>
</tr>
<tr>
<td>Melanie E Morales</td>
<td>8 5/31/2022</td>
</tr>
<tr>
<td>Osmara Montalvo</td>
<td>9 5/31/2022</td>
</tr>
</tbody>
</table>

#### TIF III

<table>
<thead>
<tr>
<th>Place</th>
<th>Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor</td>
<td>1 12/31/2022</td>
</tr>
<tr>
<td>Dist. 1 Council Member</td>
<td>2 12/31/2022</td>
</tr>
<tr>
<td>Dist. 2 Council Member</td>
<td>3 12/31/2022</td>
</tr>
<tr>
<td>Dist. 3 Council Member</td>
<td>4 12/31/2022</td>
</tr>
<tr>
<td>Dist. 4 Council Member</td>
<td>5 12/31/2022</td>
</tr>
<tr>
<td>Dist. 5 Council Member</td>
<td>6 12/31/2022</td>
</tr>
<tr>
<td>City Manager</td>
<td>7 12/31/2022</td>
</tr>
</tbody>
</table>

#### Valwood Improvement Authority

<table>
<thead>
<tr>
<th>Place</th>
<th>Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Koch*</td>
<td>FB 12/31/2022</td>
</tr>
<tr>
<td>Michelle Holmes*</td>
<td>FB 12/31/2022</td>
</tr>
</tbody>
</table>

#### Metrocrest Hospital Authority

<table>
<thead>
<tr>
<th>Place</th>
<th>Expire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cristal Retana*</td>
<td>8 12/1/2022</td>
</tr>
<tr>
<td>Paul Lonquist*</td>
<td>6 12/1/2022</td>
</tr>
</tbody>
</table>
Discuss agenda items for future City Council meetings
City Council - Future Agenda Items

<table>
<thead>
<tr>
<th>Topic(s):</th>
<th>Estimated Council Date: TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Fire &amp; PD salary long range plan (MB)</td>
<td></td>
</tr>
<tr>
<td>• Cigar Bars (TBD)</td>
<td></td>
</tr>
<tr>
<td>• Sign Toppers (BB)</td>
<td></td>
</tr>
<tr>
<td>• Large Water Meter Replacement (6/23)</td>
<td></td>
</tr>
<tr>
<td>• Environmental/Sustainability Committee creation (8/25)</td>
<td></td>
</tr>
</tbody>
</table>

*All items are subject to change*