

City Council Work Session Handouts

December 19, 2011

- I. Public Hearing Items
 - a. ZF 11-22 : 7-Eleven at Renner Road and North Star Road
- II. Sherrill Park Golf Course Presentation
 - a. Golf Professional Contract
- III. Code Enforcement Program Presentation
- IV. General TIF Presentation

ZF 11-22



**SUBJECT PROPERTY
FOR SPECIAL PERMIT**

ZF 11-22 Aerial Map

Updated By: shacklett. Update Date: November 21, 2011
File: DS\Mapping\Cases\Z\2011\ZF1122\ZF1122 ortho.mxd

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.





**Subject
Property**

**Undeveloped
4.8 Acres**

Renner Rd

North Star Rd

Evergreen at Richardson
Building Healthy Communities
Senior Living

Kids R Kids
Schools of Quality Learning



**Oblique Aerial
Looking North**



Proposed Site Plan

Looking Southeast at Proposed Site



**Looking Northwest at
Proposed Site**



Looking South along Southern Property Line



**Looking Southwest from
Southern Property Line**





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**Oblique Aerial
Looking North**



A Company with a *Smart Vision*



*Lighting and Graphics Approved
Products and 7-Eleven LED Lighting
Energy Reduction Program*

2009-2010

Skillman site with Focus LED



Crossover Focus Canopy

CRO FO LED 30 CW 120-240V WHT



NEW LED XAM 130W Area Lighting



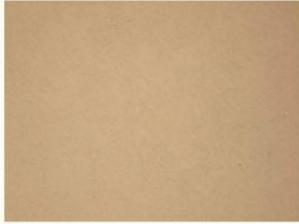
New LED XAS Security Lighting



LED Area Lighting + Total Site LED Lighting 68% power reduction



CONCEPTUAL ARCHITECTURAL IMAGES
CITY OF RICHARDSON



The proposed development located on the Southwest corner of Renner Road and North Star Road intends to continue the same Architectural features, materials and color palette used on the existing developments located to the Northeast and Northwest across the tract. The Exterior materials and color palette including brick, natural stone, stucco, awnings and standing seam metal roofs are used consistently throughout the development to create a cohesive design.

Exhibit H-1

Proposed Materials & Architectural Images

CONCEPTUAL ARCHITECTURAL IMAGES CITY OF RICHARDSON



The proposed development located at the Southwest corner of Renner Road and North Star Road intends to continue the same Architectural features, materials and color palette used on the existing developments located to the Northeast and Northwest across the tract. Photos of the existing development show examples of the Architectural features such as the tower at the entrance with archways and standing seam metal roofs.



Exhibit H-2

Sherrill Park Golf Course Overview

City Council Presentation

December 19, 2011

City Council

Near Term Action Item

Utilize work sessions to discuss items of community interest - Sherrill Park Golf Course

Presentation Overview

- Background
- Current Golf Market
- Sherrill Park Operations/Finances
- Strategies for Ongoing Success
- Conclusion

Background

Background: Course Construction

- In 1973, the City of Richardson opened its first 18-hole golf course and named it after the first city manager Bob Sherrill. Three years later, the second 18-hole golf course opened at Sherrill Park.
- Both Course 1 and Course 2 were constructed with the guidance of Leon Howard as the course architect.

Background: Renovations

- By the mid-1990's, the City of Richardson decided to undergo a major renovation at Sherrill Park, utilizing D.A. Weibring and Golf Resources, to improve playing conditions for patrons and position Sherrill Park to be successful in the highly competitive Dallas golf market. Improvements Included:
 - New Clubhouse
 - Remodeled Tournament Pavilion
 - Course 1 Renovation
- The golf fund was established in 1995 to support the financial commitments of these improvements.

Background: Renovations

- In 2001 the City recognized the need for additional renovations that included:
 - Course 2 Renovation
 - Parking Lot Expansion
 - Entry Reorientation
 - Hike/Bike Trail
- Ongoing Improvements Since 2001
 - Added Bunkers and Tees
 - Tree Planting
 - Irrigation Expansion
 - Clubhouse Improvements

Background: Resident Benefits

- Sherrill Park offers for purchase a punch card to all Richardson residents.
- The card costs \$200. A round on Course 1 is a \$20 punch and \$15 on Course 2.
- There is also a Senior/Junior punch card for \$100. This card can only be used during the weekday. A round on Course 1 is a \$10 punch and \$7.50 on Course 2.
- The City also offers a tee time lottery system for residents and makes half of the weekend tee times available for reservation prior to general public access.
- **No other DFW area golf course provides similar level of resident benefits.**

Background: Course Recognitions

- In 2011, Sherrill Park rated highly in the Dallas Morning News rankings. Course 1 achieved the 1st spot in Texas for economy-priced courses (\$44 and below). Course 2 ranked 8th in Texas in the same category
- Course 1 received a Golf Digest “4 Star Rating.”
- Notable Tournaments
 - 2011 marks the 12th time Sherrill Park Course 1 hosted the Eastern Championship of the Northern Texas PGA.
 - Sherrill Park Course 1 hosted the U.S. Amateur local qualifier, U.S. Open local qualifier, Byron Nelson Tournament qualifier.
 - Sherrill Park Course 2 held the Texas Legend Junior Tour Sherrill Park Shootout for 6 years.

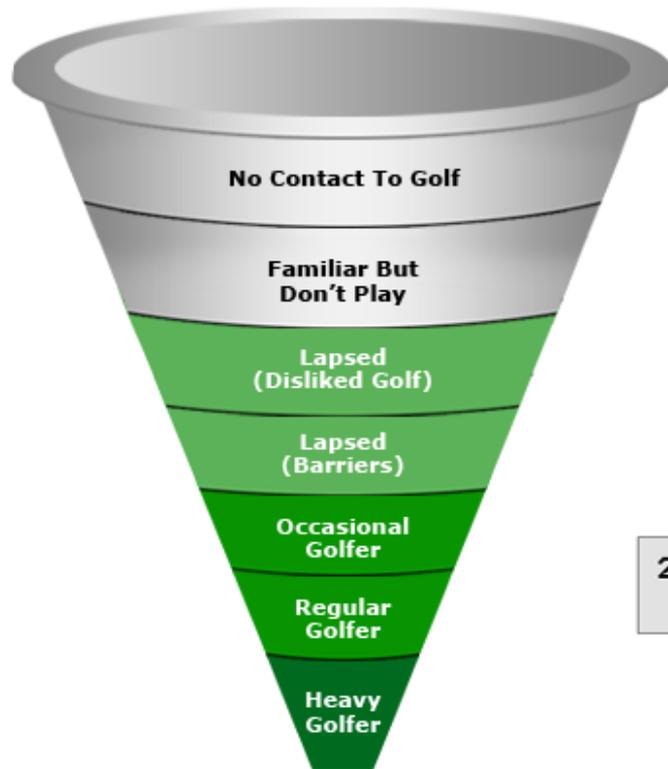
Current Golf Market

Golf Market Trends – PGA Study

- Golf 2.0 is a national initiative to grow the game of golf.
- It was created by the PGA of America to address the current challenges in the golf market.



BOSTON CONSULTING GROUP CONSUMER SURVEY



<u>US Population</u>	X	<u>% Interested in golfing (or more if golfing)</u>	=	<u>Number interested in golfing (more)</u>
59 M		14%		8 M
56 M		21%		12 M
20 M		0%		0
90 M		68%		61 M
14 M		43%		6 M
7 M		36%		2 M
6 M		17%		1 M
253 M ¹		36%		90 M

Total Population

Golf Market Trends – Dallas Market

- In the 1990's and early 2000's the Dallas golf market saw an influx of additional golf courses.
 - 34 courses added from 1997 to 2002 (increasing courses by one third)
- In addition to economic factors, lifestyle trends are negatively affecting golf. *The top reason golfers leave the game is time limitations.* In today's environment, people have busier schedules than ever.
- The economic downturn in 2000 and 2008 significantly affected courses throughout the country. Municipal and public fee golf courses struggled to maintain a positive financial position. Most city's are forced to subsidize their municipal golf course in order to remain open.

Examples of City Support for Golf Courses

- Allen (Chase Oaks)
 - Outstanding golf debt in their General Debt Services Fund of \$4.7 million
 - City transfer into their Golf Fund
 - 2010 - \$463,000
 - 2011 - \$292,000 (estimated)
 - 2012 - \$1.1 million (estimated)
- Garland (Firewheel)
 - Debt for the golf course is paid from the General Debt Service Fund
 - City transfer into their Golf Fund
 - 2010 - \$1.3 million
 - 2011 - \$500,000 (estimated)

Examples of City Support for Golf Courses

- Grand Prairie
 - Debt for the golf course is paid by the General Debt Service Fund
 - City transfer in the Golf Fund
 - 2010 - \$672,000
 - 2011 - \$500,000 (estimated)
 - 2012 - \$325,000 (estimated)
- Plano
 - Debt of \$8.8 million for the golf course renovation is paid by the General Debt Service Fund
- Cities such as Dallas, Fort Worth and Arlington place golf course budgets in their general fund commonly within the Parks Department

Sherrill Park's Market Position

- In today's tough economic climate, Sherrill Park continues to be positioned well for success.
- The golf fund continues to pay the debt service for large course improvements. Transfers from the general fund have been isolated and not planned to continue in the future.
- Total rounds at Sherrill Park are the highest among all public facilities in DFW.
 - Sherrill Park (36 Holes): 93,000 rounds
 - Firewheel (63 Holes): 92,000 rounds (55,000 on 36 hole facility)
 - Tonnison (36 Holes): 72,600 rounds
 - Indian Creek (36 Holes): 75,000 rounds

Sherrill Park Operations/Finances

Operational Overview

- Since Sherrill Park opened in 1973, the golf course has operated through a professional management contract. This type of operational structure is common in the golf industry and is used by other area municipalities such as Dallas, Plano, Grand Prairie and Grapevine.
- The City of Richardson has contracted with Ronny Glanton since 1985.

Operational Overview

- The contract stipulates the City receives 100% of green fee revenue and 10% of pro shop, restaurant and golf cart revenue. The City hires 4 assistant professionals and all maintenance staff, which includes 12 full time employees.
- Ronny Glanton is responsible for managing the daily operations of the golf course and providing pro shop, restaurant, driving range, golf cart services. This requires additional golf professional staff, restaurant staff, and up to 50 part-time outside staff.

Operational Overview

- Benefits of a contract relationship between Ronny Glanton and the City of Richardson
 - Ronny Glanton's success is directly linked to the performance of Sherrill Park.
 - Ronny Glanton takes on the risk of operation for challenging service areas and manages significant inventory and capital.
 - As a private entity, Ronny Glanton is able to be more flexible to address operational challenges.
 - The contractor allows the City to attract and retain a nationally recognized golf professional.

Ronny Glanton's Background

- Serves on the Board of Directors for the PGA of America representing District 12 with over 2,000 golf professionals. District 12 includes all of Texas and New Mexico.
- Serves as Chairman of the PGA of America National Tournament Committee (2011-12)
- Served on the PGA of America National Membership Committee 2007-08 and Chairman of National Apprentice Committee 2009-10.
- Northern Texas PGA
 - President 2006-2007; Vice President 2004-2005; Secretary 2002-2003
- Northern Texas PGA Golf Professional of the Year in 1999 and 2007.

Ronny Glanton's Background

- Received the Bill Strausbaugh Award for club and members relations from the Northern Texas PGA in 2003, 2004, 2005, and 2008
- Named “Businessman of the Year” in 2009 by Avid Golfer
- Elected captain of the 2008 and 1996 Joe Black Cup team for the Northern Texas Section
- Qualified for the Byron Nelson Golf Classic seven times: 1987-90, 1992, 1994, and 2000
- Qualified for the National Senior Club Pro Championship 2011 in Washington D.C.
- Won Senior Associates Tour Tangle Ridge Classic 2011 and the Texas Titleist Pro-Assistant Championship Horseshoe Bay with teaching pro Perry Arthur in 2009 and 2010

Green Fees

- Green Fee increase of \$4 on the regular rate during the weekend and \$2 for all other rates was implemented October 1st
- The resident punch card pricing has not changed since 2001.
 - Senior Punch Card \$100 (10 to 15 rounds)
 - Resident Punch Card \$200 (10 to 15 rounds)
- The golf cart fee has remained the same since 1997

		Current	Current w/ Cart
#1 Weekend	Regular Rate	\$38	\$47
	1 st Twilight	\$26	\$35
	2 nd Twilight	\$20	\$29
	Super Twilight	\$16	\$25
#1 Weekday	Regular Rate	\$26	\$35
	1 st Twilight	\$20	\$29
	2 nd Twilight	\$18	\$27
	Super Twilight	\$14	\$23
	Sr./Jr.	\$18	\$27
#2 Weekend	Regular Rate	\$32	\$41
	1 st Twilight	\$20	\$29
	2 nd Twilight	\$16	\$25
	Super Twilight	\$12	\$21
#2 Weekday	Regular Rate	\$22	\$31
	1 st Twilight	\$16	\$25
	2 nd Twilight	\$14	\$23
	Super Twilight	\$10	\$19
	Sr./Jr.	\$16	\$25

Green and Cart Fee Comparison

Weekday w/ Cart

Weekend w/ Cart

	Rack	1 st	2 nd	Super	Sr.	Jr.		Rack	1 st	2 nd	Super		Cart
SP Course 1	35	29	27	23	27	18		47	35	29	25		9
SP Course 2	31	25	23	19	26	16		41	29	25	21		9
Firewheel (Old& Lakes)	39	33	28	26	26	13		47	40	30	28		13
Firewheel (Bridges)	51	45	35	23.5	31			57	47	41	23.5		NA
Chase Oaks	39	29		19	25			49	32		22		NA
Indian Creek (Creeks)	53	43	33		37	18		63	53	33			13
Indian Creek (Lakes)	43	33	28		31	18		52	42	31			13
Grapevine	45	34			31	16		50	36				15
Iron Horse	44	34	24		34	16		54	44	29			NA
Tenison Highlands	48	37		30	33	20		56	42		35		13
Pecan Hollow	33	28	20		26	26		41	32	22			12
Average	44	34	27	23	30	18		51	49	30	26		12.13

Sherrill Park has the lowest cart fee and Ronny Glanton provides a new fleet of carts each year to maintain a high level of service.

Financial History

- Like other golf courses, Sherrill Park has experienced financial challenges over the last several years. The challenges include:
 - Demands for discount golf
 - Increasing expenditure pressure due to inflation
 - Weather impacts
 - Poor green conditions in 2010
- The challenges required a transfer from the General Fund in 2010 of \$575,000 and \$210,000 in 2011.

Revenue/Rounds History

	2005-06	2006-07	2007-08	2008-09	2009-2010	2010-11
Golf Course Fees	\$2,084,784	\$1,975,205	\$2,084,690	\$1,984,088	\$1,488,442	\$1,836,918
Total Rounds	100,750	94,830	102,580	100,270	75,630	93,000
Rev./Round	\$20.69	\$20.83	\$20.32	\$19.79	\$19.68	\$19.75

2011-12 Financial Status

- October 2011
 - Revenue up by 14% over last year with rounds played up 6%
- November 2011
 - Revenue 5% over last year, despite rounds being down by 5.5%. Poor weather conditions over the Thanksgiving weekend had a big impact on total rounds.
- Rounds continue to be solid when the weather is good. Rounds are up over last year in 1st two months. No impact on rounds seen to date from fee increase.
- Revenue currently up 10% compared to last years in first two months.

Strategies for Ongoing Success

Marketing Enhancements

- Tournament Promotion
- Corporate Outing Promotion
- Special Discounting
- Marketing Enhancements

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RONNY GLANTON - 'TEE OFF FROM YOUR INBOX'
Sherrill Park Golf Course TEL: 972-234-1416
www.ronnyglanton-pga.com
www.sherrillparkgolf.com



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TOP FEATURES

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Player Development Programs

- Golf-It Teaching Programs
- Hawks Junior Golf Team
- Family Golf Day
- Added Family and Junior Tees Course #1 and #2
- YMCA Youth Programs
- Junior Golf Team Events added each month
- Underpar Golf Video
- RISD Golf Teams Boys/Girls

- Junior Golf Programs led by Dave Hasse, Director of Instruction.
 - Won Junior Golf Leader Award for the Northern TX PGA

Course Enhancements

- Tree Replacement and Additions
- Cart Path Repair on Course 1
- Irrigation Lake Repairs
- Testing Electronic Tee Sheet

Conclusion

Measures of a Successful Golf Course

- Course Condition
- Customer Service
- Accessibility
- Green Fees
- Learning/Practice Opportunities
- Financial Health

Course Condition

- Course 1 and 2 are consistently ranked as one of the top golf courses in the state by the Dallas Morning News. In 2011...
 - Course 1 ranked 1st in the state in the economy category.
 - Course 2 ranked 8th in the state (3rd in the Metroplex) in the economy category.
- Golf course is currently in great shape.
- Other municipal golf facilities point to Sherrill Park as the maintenance standard they strive to achieve.

Course Condition

- Sherrill Park is consistently selected for high profile golf tournaments: Byron Nelson Local Qualifier, US Open Local Qualifier, US Amateur Local Qualifier, and the Northern Texas Section Eastern Championship.
- The main factor for our quality course condition is Sherrill Park's superior and seasoned staff. Head Pro Ronny Glanton and Superintendent Steve Greenhaw have 52 combined years of a experience at Sherrill Park.

Customer Service

- Staff maintain a high level of customer service and make golfers quickly feel that Sherrill Park is their “home course.”
- Sherrill Park attracts a large number of quality tournaments and events
 - 28 big events with 72 or more players (2,460 rounds)
 - 21 small events with less than 72 players (1,084 rounds)
 - 7 junior events (800 rounds)
 - 6 high school tournaments
 - 28 senior events (over 100 per event)
 - Hosted UT Dallas tournament with 17 teams
 - Leagues: Comm Scope/Fujitsu, Rockwell, Underground Golf League, and Triquint
- The driving factor for our strong level of customer service is our tenured pro shop staff. Head Pro Ronny Glanton sets a high standard for others to follow. The four assistant professional have a combined 72 years in the golf industry with the longest tenured assistant pro with over 21 years at Sherrill Park.

Accessibility

- Despite the high number of rounds played at Sherrill Park, tee times are set aside during peak weekend hours to promote resident accessibility.
- Approximately 60 tee times are available to residents each weekend before being made open to the general public. **This resident benefit has at least a \$72,000 negative impact to revenues each year.**
- **Sherrill Park is the only municipal golf course in the Metroplex with this policy.**

Green Fees

- Sherrill Park provides an incredible golf experience for the price. Course 1 and Course 2 are positioned as a good value. The green fees are well below the average price of our competitive courses.
- Additionally, residents have the opportunity to pay discounted rates with a punch card. Saving between 27 and 53%.

Learning/Practice Opportunities

- Sherrill Park maintains practice facilities that include 30,000 sq ft of putting/chipping greens and a large driving range. These facilities allow golfers to practice every shot in golf.
- Sherrill Park also provides leading edge player development and instructional programs. Ronny Glanton employs three teaching professionals that run the youth and adult programs.

Financial Health

- Based on the challenges in the golf market, it is common for city's to subsidize their golf course operations. The debt for most city golf courses are paid by the General Fund.
- With the modest green fee increase, a transfer from the General Fund to the Golf Fund is not anticipated in 2012.
- Additionally, the Golf Fund continues to make the annual debt service payment of \$540,000.

Summary

- Sherrill Park Golf Course is one of the premier golf facilities in the state and across the country. Despite significant challenges in the golf market, Sherrill Park remains a successful complex from every indicator.
- With the leadership of a highly regarded professional, Ronny Glanton, we have developed an effective operating strategy that performs well in the Dallas golf market and is an incredible community amenity for Richardson.

Sherrill Park Golf Course Overview

City Council Presentation

December 19, 2011

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

GOLF PROFESSIONAL AGREEMENT

This Agreement is made by and between the City of Richardson, Texas (hereinafter referred to as the "CITY") and Ronny J. Glanton, Inc. (hereinafter referred to as the "PROFESSIONAL") under the following conditions and terms:

WITNESSETH:

WHEREAS, the CITY and the PROFESSIONAL entered into an agreement on October 28, 1992, and subsequently entered into another agreement on April 26, 1996, for the supervision and management of the CITY's Municipal Golf Course (hereinafter referred to as the "GOLF COURSE"); and

WHEREAS, the PROFESSIONAL possesses unique skills required for a golf professional; and

WHEREAS, the parties desire to enter into a new agreement for the supervision and management of the GOLF COURSE, and the Pro Shop and Restaurant (hereinafter referred to collectively as the "AMENITIES");

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Independent Contractor Relationship

1. The PROFESSIONAL is an independent contractor and is not an employee or servant of the CITY. The PROFESSIONAL shall determine the legal means to accomplish the services described herein. The CITY is not responsible for withholding FICA or taxes of any kind from any payment which it owes the PROFESSIONAL. Neither the PROFESSIONAL nor persons employed by the PROFESSIONAL shall be entitled to receive any benefits that employees of the CITY are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the CITY.

Term

2. This Agreement shall be for a period of three (3) years commencing on the date of execution (the "Effective Date"); and shall be automatically renewed for additional one (1) year terms on the anniversary of the Effective Date each year thereafter unless either party gives the other party written notice to terminate the agreement one hundred eighty (180) days prior to the expiration of the then current term.

Services

3. GOLF COURSE Operations.

- (A) The PROFESSIONAL shall control all ways and means incident to the GOLF COURSE's operations. CITY agrees to provide at CITY cost Assistant Golf Professionals, the Maintenance Supervisor, and other personnel who are employees of the CITY for GOLF COURSE operation. Although, the PROFESSIONAL does not have authority to employ or terminate CITY employees, the PROFESSIONAL may make recommendation to Assistant City Manager or designee for employment, discipline and termination. Decision regarding employment, termination and discipline shall be at the discretion of the Assistant City Manager or designee.
- (B) The PROFESSIONAL will plan and prepare an annual budget for the GOLF COURSE operations and will provide timely financial reports as required by the CITY Manager.
- (C) The PROFESSIONAL will arrange, coordinate and implement a tee time reservation system, sell resident, youth, and senior discount cards, and collect all green fees. The PROFESSIONAL shall remit to the CITY 100% of all green fees and revenues derived from the sale of all discount cards.
- (D) For the services described in paragraph 3 of this Agreement, the CITY shall pay the PROFESSIONAL the sum of \$1,000.00 per month.
- (E) The CITY agrees to employ four (4) Assistant Golf Professionals, to assist the PROFESSIONAL in the PROFESSIONAL's discretion in providing for the operation of the GOLF COURSE.

4. Golf Lessons. The PROFESSIONAL may give golf lessons for which the PROFESSIONAL may charge customary and reasonable fees. The PROFESSIONAL shall be entitled to retain all revenue from golf lessons.

5. Golf Carts. The PROFESSIONAL shall provide and maintain all electric motorized golf carts in adequate numbers, as agreed upon after consultation with City Manager. In consideration of the PROFESSIONAL providing golf carts for the GOLF COURSE, the management, and operations attendant thereto, all electricity shall be paid by the CITY, except as otherwise provided in this Agreement. The PROFESSIONAL may charge customary and reasonable fees for the rental of the golf carts. The PROFESSIONAL shall pay the CITY ten percent (10%) of the gross revenue from golf cart rentals.

6. Practice Range. The PROFESSIONAL will own and provide for a sufficient

supply of driving-range balls, and shall cause such balls to be dispensed, collected, and cleaned. The PROFESSIONAL may charge customary and reasonable fees for the driving-range balls, and shall be entitled to retain all revenue therefrom.

Pro Shop

7. The PROFESSIONAL shall provide, maintain, equip and operate a Pro Shop at the GOLF COURSE. The Pro Shop may include sales of golf clubs, golf balls, clothing, golf equipment, and other merchandise. The PROFESSIONAL shall own all merchandise. The PROFESSIONAL shall have the exclusive right to retrieve lost balls from the ponds, lakes, creeks, etc., and to sell retrieved golf balls in the Pro Shop. The PROFESSIONAL shall pay the CITY ten percent (10%) of the gross revenue from the sale of merchandise in the Pro Shop.

Restaurant

8. The PROFESSIONAL shall provide, maintain, staff, and operate a restaurant at the GOLF COURSE.

9. The PROFESSIONAL shall maintain all equipment, furniture, fixtures, including kitchen equipment, located in the restaurant, at the PROFESSIONAL'S sole cost and expense, whether said equipment is owned by the CITY or the PROFESSIONAL. The PROFESSIONAL shall maintain the restaurant and equipment in a clean and sanitary manner at all times. The PROFESSIONAL shall operate and maintain the restaurant in accordance with all applicable CITY and State laws, rules, and regulations.

10. The PROFESSIONAL shall provide a breakfast and lunch menu featuring both hot foods prepared on the site as well as prepared foods, snacks and beverages. It is the intention of both parties that the restaurant will be a high-quality food operation with a sufficiently varied menu to attract and hold increasing clientele.

11. The PROFESSIONAL shall open the restaurant area at least thirty (30) minutes prior to the first tee-off time each morning and shall close no earlier than sundown of each day.

12. The PROFESSIONAL shall not allow loud music, radios or televisions on the premises, unless authorized by the PROFESSIONAL. The PROFESSIONAL shall maintain an adequate qualified staff of personnel to operate the restaurant and who shall be properly supervised. The employees of the PROFESSIONAL shall serve the patrons of the restaurant promptly and in a courteous manner.

13. The PROFESSIONAL shall pay the CITY ten percent (10%) of the gross revenues from the restaurant operation including the sale of food and beverages.

Fees

14. The fees for the operation of the GOLF COURSE (green fees, resident golf cards, golf cart rentals) shall be established by resolution of the City Council. Any other fees or charges authorized herein shall be established by the PROFESSIONAL after consultation with the City Manager on an annual basis concurrent with the CITY's fiscal year and submitted in writing to the City Manager at least sixty (60) days prior to the adoption of the CITY Budget.

Liability Insurance

15. The PROFESSIONAL shall carry public liability insurance in the amount of \$300,000.00 and property damage insurance in the amount of \$10,000.00, for persons who may suffer injury or loss of property on the GOLF COURSE, and a certificate of the policies of insurance so carried shall be furnished by the PROFESSIONAL to the CITY.

16. The PROFESSIONAL shall defend, protect, and indemnify and hold the CITY harmless from any and all claims, causes of action, liabilities, damages, cost or expense, including attorneys fees, arising out of or from the services provided to the CITY by PROFESSIONAL and arising from dealings between the PROFESSIONAL and third parties.

Financial Reporting

17. All revenues and expenditures shall be reported to the CITY in accordance with all fiscal and cash management policies as established by the CITY Finance Department.

18. The PROFESSIONAL agrees to allow the CITY to its books, records, and other financial information as may be reasonably requested by the City Manager from time to time.

19. Revenue payments to the CITY shall be accompanied by receipts and shall be made at such times as designated by the City Manager.

Gross Receipt Reports

20. The PROFESSIONAL shall file a report with the CITY by 10:00 a.m. the third working day of each month, showing the amount of gross receipts ("Gross Receipt Reports"). Gross receipts shall mean all sums of money received from the operation of the AMENITIES, excluding sales tax. The City Manager or designee shall be entitled to inspect the PROFESSIONAL'S books, records, and receipts for the AMENITIES during normal business hours.

21. PROFESSIONAL shall pay the CITY the sum of One Hundred Ten Dollars (\$110.00) per month for electricity use.

Course Number Two Construction

22. In the event the CITY constructs or causes certain improvements to be constructed ("IMPROVEMENTS") on Course Number Two of the GOLF COURSE the following terms and conditions shall also apply during the period of construction ("CONSTRUCTION PERIOD"):

- (A) The PROFESSIONAL agrees to provide construction management services for the CITY for the IMPROVEMENTS, including but not limited to daily oversight of the contractor progress, review of progress, pay requests, acting as intermediary between and among the architect, contractor and the CITY to ensure timely successful completion of the IMPROVEMENTS, for which PROFESSIONAL shall be paid the additional sum of Thirty-Five Thousand Dollars (\$35,000) payable in six (6) bi-monthly equal installments commencing on the first and fifteenth day of the first month immediately following commencement of construction of the IMPROVEMENTS.
- (B) The obligations of PROFESSIONAL set forth herein, which are directly associated with or apply to those portions of the GOLF COURSE undergoing construction and which may not be performed because of such construction, shall be suspended during such CONSTRUCTION PERIOD.

Termination

23. This Agreement shall terminate in the event the PROFESSIONAL shall dissolve or in the event of Bankruptcy or Insolvency. Event of Bankruptcy or Insolvency shall mean the dissolution or termination of PROFESSIONAL's existence as a going business, insolvency, appointment of receiver for any part of PROFESSIONAL's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against PROFESSIONAL and such proceeding is not dismissed within ninety (90) days after the filing thereof.

24. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice.

25. In the event of termination, the CITY shall purchase all merchandise in the Pro Shop at wholesale cost (original cost less depreciation), less ten percent (10%); and shall purchase all electric motorized carts and range equipment at the appraised market value as of the date of termination, less ten percent (10%). Payment shall be made within thirty (30) days after termination.

Miscellaneous Provisions

26. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither this Agreement nor any duties or obligation under it shall be assignable by the PROFESSIONAL without the prior written consent of the CITY. In the event of an assignment by the PROFESSIONAL to which the CITY has consented, the assignee or the assignee's legal representative shall agree in writing with the CITY to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in the Agreement.

27. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date of this Agreement and duly executed by the parties.

28. This Agreement supersedes and replaces all prior contracts, agreements, and understandings between the parties.

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

30. The obligations and undertakings of each of the parties to this Agreement are and shall be performable in Dallas County, Texas. The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas; and any venue for any action concerning this Agreement shall be in Dallas County, Texas.

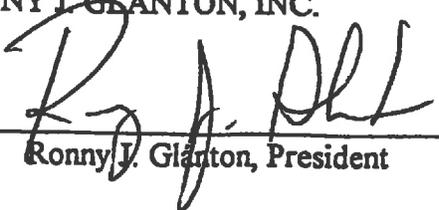
31. All parties represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement.

32. Notice permitted or required by this Agreement, shall be in writing and shall be deemed received when received in person or when placed, postage prepaid, in the United States mail, certified return receipt requested, and addressed to the party at the address set forth opposite their signature below. Either party may designate from time to time another and different address for receipt of notice by giving notice of such change of address.

EXECUTED on this 25th day of May, 1999.

PROFESSIONAL:

RONNY J. GLANTON, INC.

By: 

Ronny J. Glanton, President

Sherrill Park Golf Course
2001 East Lookout Drive
Richardson, Texas 75082

CITY:

CITY OF RICHARDSON, TEXAS

By: 

Bill Keffler, City Manager

P.O. Box 830309
Richardson, Texas 75083-0309

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(Ed. 5/12/99)

COMMUNITY SERVICES CODE PROGRAMS OVERVIEW

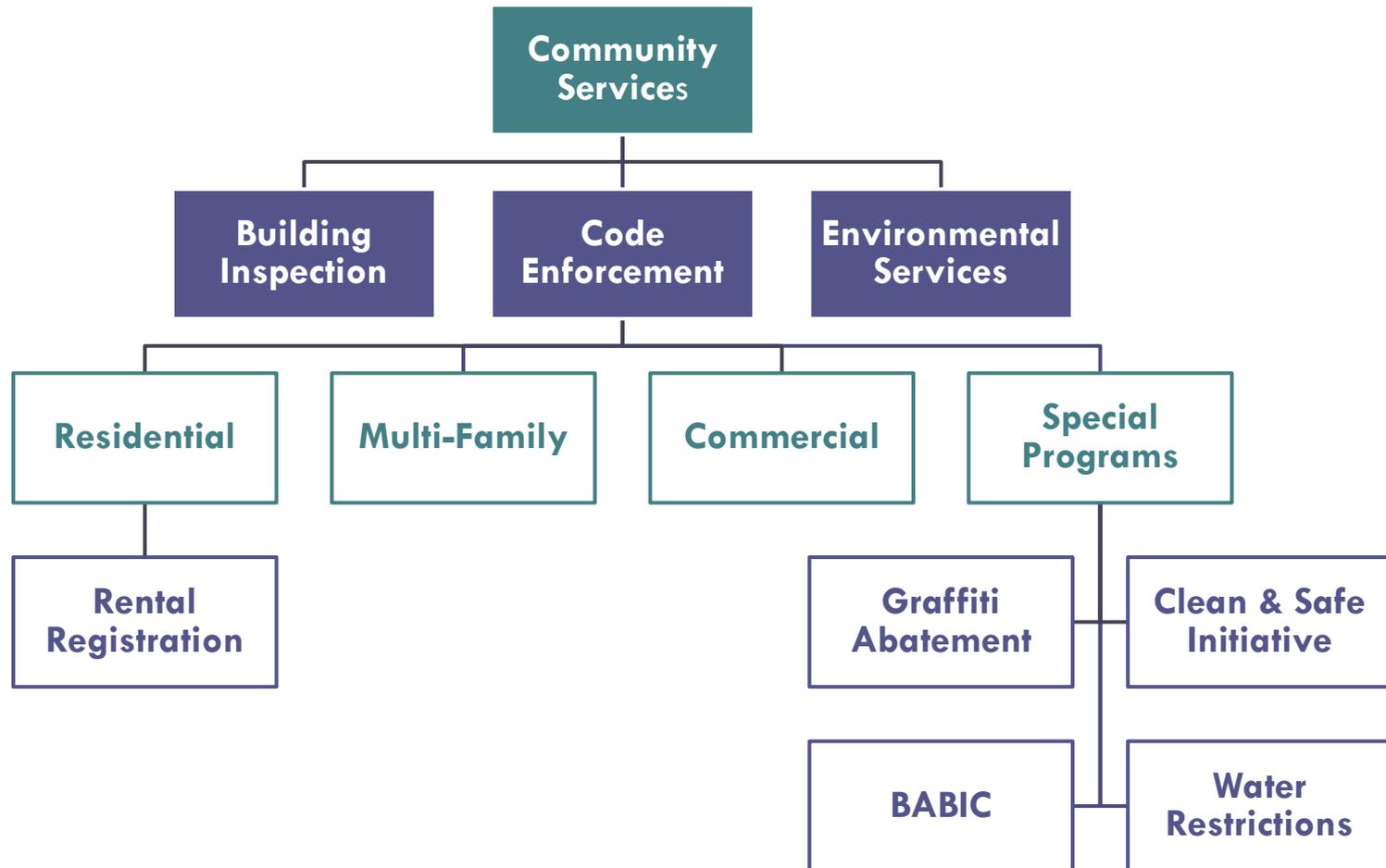
City Council Briefing: December 19, 2011

Introduction

- The purpose of tonight's presentation is to provide a comprehensive overview of Richardson's code enforcement programs:
 - ▣ Residential
 - ▣ Multi-Family
 - ▣ Commercial

- The briefing is organized into four sections:
 - ▣ Legal principles
 - ▣ Existing codes and ordinances
 - ▣ Standard enforcement procedures
 - ▣ Legal processes

Department Overview



Legal Principles

- Due Process of Law – Protects individuals against the arbitrary power of the state.
 - Substantive Due Process – Laws must be reasonable.
 - Codes and ordinances must be drafted to achieve a legitimate and justifiable health, safety or general welfare goal
 - Requiring wood siding on a home to be protected from the elements by paint or other application
 - Adopting regulations for strictly aesthetic reasons is not acceptable
 - Prohibiting a home from being painted certain colors

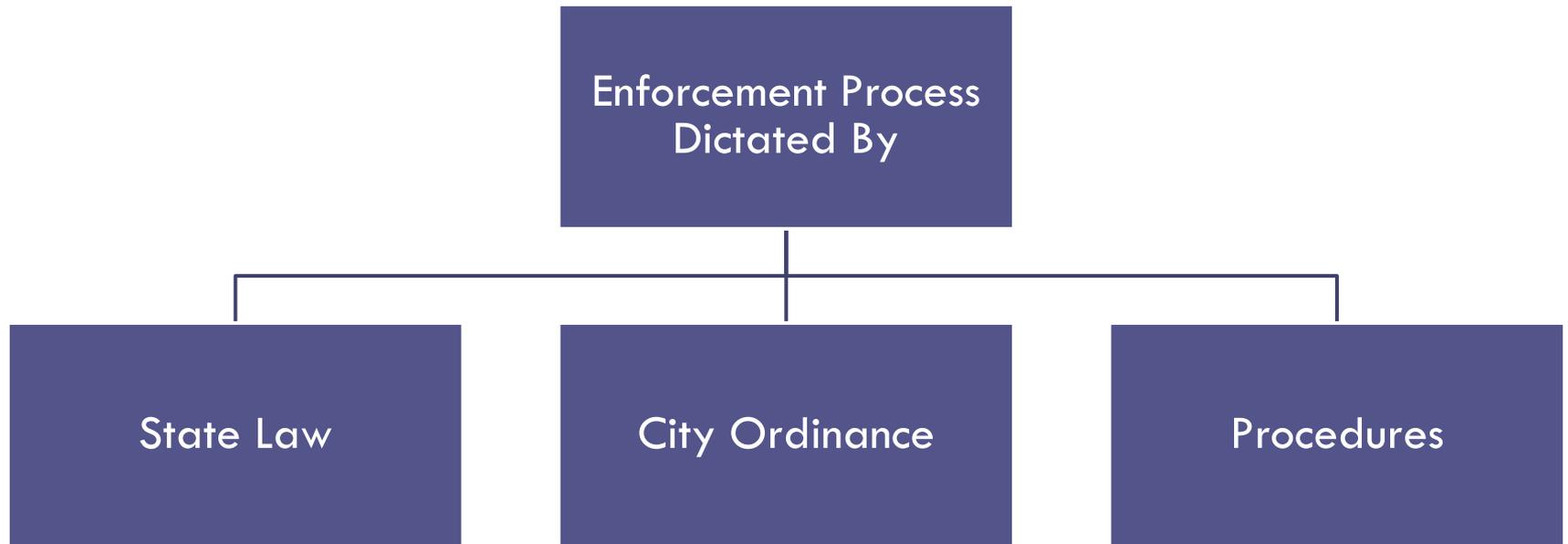
Legal Principles

- Procedural Due Process – Laws must be administered in a fair manner.
 - Every new violation is a distinct offense and must be treated as such.
 - In the vast majority of cases, previous notification of a violation will not satisfy legal requirements for subsequent violations.
 - Notice must be provided to all parties with a vested interest:
 - Property owner
 - Business owner or tenant
 - Management Company
 - Lien holders

Enforcement Philosophy

- Staff's goal is to work with property and business owners, residents and tenants to resolve code violations within a reasonable amount of time.
- When extenuating circumstances exist, staff is authorized to grant extensions based on said circumstances and the type and severity of the violation.
- Absent mitigating conditions, staff is asked to adhere to standard enforcement operating procedures.

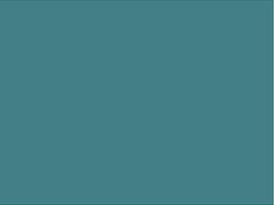
Legal Principles



Standard Enforcement Procedures

- Consistency
 - Ensures that different inspectors interpret and apply codes and ordinances in as similar manner as possible
 - Ensures that codes and ordinances are applied throughout the city in as equitably as possible

- Quality Control
 - Provides supervisors with guidelines with which to compare an inspector's activity to
 - Provides performance measures and benchmarks to assess effectiveness
 - Notices of violation/clears, citations, violations abated ratio
 - Notices of violation/individual violation type ratio



Code Enhancements

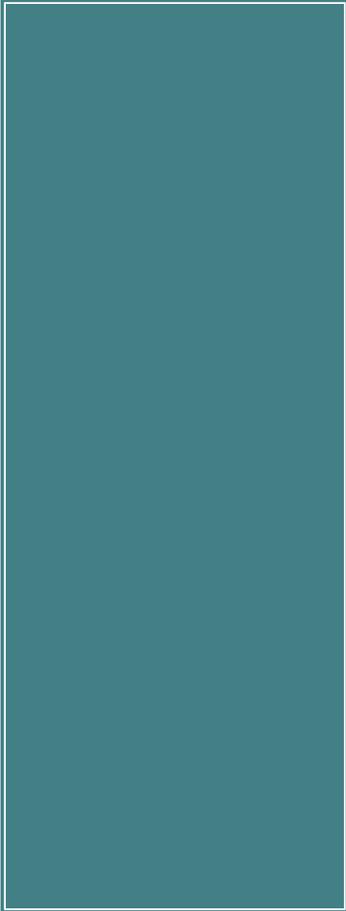
Code Enhancements Since 2004

- Home Occupancy Ordinance (2004, 2010)
- Brush and Bulky Item Collection Ordinance (2004)
- Garage Sale Ordinance (2004, 2008)
- Garage Enclosure Ordinance (2004)
- Yard Parking (2004, 2008)
- Yard Paving Ordinance (2004, 2006)
- Graffiti Ordinance (2005)
- Trailers (2005)
- Prohibited Items Ordinance (2005)
- Open Storage (2007)
- Recreational Vehicles (2007)
- Oversized Vehicles (2007, 2010)
- Apartment Inspection Program (2007)
- Fences (2008)
- Home Occupation Restrictions (2008)
- Business Vehicles (2010)
- Overgrown Vegetation (2010)
- On-Street Parking Ordinance (2010)
- Paint – Commercial (2010)
- Boarded Doors/Windows (2010)
- Rental Registration Program (2011)
- Masonry (2011)



Residential Inspection Program

Residential Inspection Program

- 
- **Property Standards**
 - ▣ **Home Occupancy**
 - ▣ **Minimum Property Standards**
 - ▣ **Fences**
 - Parking
 - Tree and Vegetation Trimming
 - Miscellaneous

Home Occupancy

- Overcrowding results in many problems:
 - ▣ Unsanitary conditions
 - ▣ Loss of privacy
 - ▣ Excessive abuse or wear on buildings
- Overcrowding can have a destructive effect on neighborhoods if it takes place in several houses on the same block, or in several units in the same apartment building.
- Due to its nature, overcrowding is the most difficult complaint to investigate and the most difficult code violation to stop.

Home Occupancy

- The multi-faceted approach used to addressing occupancy issues takes numerous factors into consideration to ensure the health, safety and welfare of all occupants. These factors include:
 - ▣ Sleeping, living and dining area requirements
 - ▣ Access to habitable spaces and bathrooms
 - ▣ Means of egress
 - ▣ Number of non-related persons

- The standard that permits the least number of occupants is the standard that is applied and enforced.

Minimum Area Requirements

	1 Occupant	2 Occupants	3 Occupants	4 Occupants	5 Occupants
Bedroom	70	100	150	200	250

	1-2 Occupants	3-5 Occupants	6 or more Occupants
Living Room	No Requirement	120	150
Dining Room	No Requirement	80	100
Dining/ Living Room	No Requirement	200	250

Minimum Area Requirements

Combined Living / Sleeping Room

	1-2 Occupants	3-5 Occupants	6 or more Occupants
1 person using for sleeping	No Requirement	190 (120+70)	220 (150+70)
2 people using for sleeping	No Requirement	220 (120+100)	250 (150+100)
3 people using for sleeping	NA	270 (120+150)	300 (150+150)

Minimum Area Requirements

Combined Dining / Sleeping Room

	1-2 Occupants	3-5 Occupants	6 or more Occupants
1 person using for sleeping	No Requirement	160 (90+70)	170 (100+70)
2 people using for sleeping	No Requirement	190 (90+100)	200 (100+100)
3 people using for sleeping	NA	240 (90+150)	250 (100+150)

Minimum Area Requirements

Combined Living / Dining / Sleeping Room

	1-2 Occupants	3-5 Occupants	6 or more Occupants
1 person using for sleeping	No Requirement	280 (120+90+70)	320 (150+100+70)
2 people using for sleeping	No Requirement	310 (120+90+100)	350 (150+100+100)
3 people using for sleeping	NA	360 (120+90+150)	400 (150+100+150)

Non-Related Occupants

- No more than 4 non-related people may occupy a single-family dwelling.
 - A number of persons, but not exceeding two, living and cooking together as a single housekeeping unit, though not related by blood, adoption or marriage, shall be deemed to constitute a family.
 - One-family dwellings may have a maximum number of two rental rooms and a maximum of two individual renters or tenants.

Group Homes

- Self-run, self-supported recovery homes for individuals that have a physical or mental impairment which limits one or more of their major life activities.
- Under the Federal Fair Housing Act, a person with a physical or mental impairment is deemed handicapped.
 - Persons recovering from drug or alcohol addiction are considered handicapped.

Group Homes

- The Federal Fair Housing Act prevents a municipality from prohibiting group homes for the handicapped in residential areas
 - ▣ through an outright ban,
 - ▣ by requiring a specific use permit, or
 - ▣ through the definition of "family".
- The Federal Fair Housing Act also prohibits municipal zoning restrictions that have the effect of discriminating against group homes for the handicapped.
- Group homes are required to comply with all other codes and ordinances.

Community Group Homes

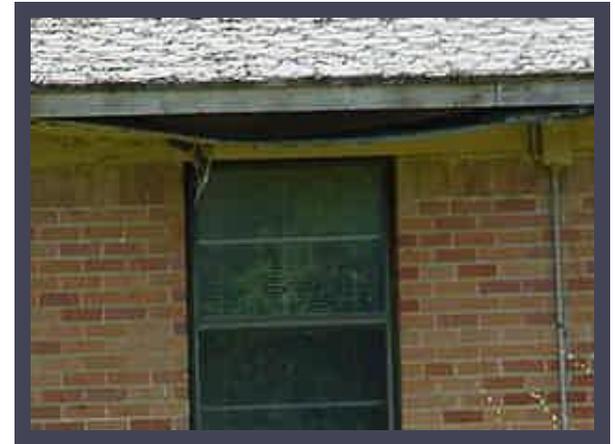
- Generally a community-based home that is:
 - Operated by the Texas Department of Mental Health and Mental Retardation
 - Certified by the Texas Department of Human Services as a provider under the medical assistance program serving persons in intermediate care facilities or persons with mental retardation
 - Licensed under Chapter 247, Health and Safety Code as an assisted living facility

Community Group Homes

- The Texas Human Resources Code prevents a municipality from prohibiting community group homes in any residentially zoned area.
- The Texas Human Resources Code does provide for some limitations, but these restrictions only apply to community group homes that fall under the Texas Code's authority.
- Community group homes are required to comply with all other codes and ordinances.

Minimum Property Standards

- Property Standards – 6 sections
- Structural Standards – 51 sections
 - ▣ Interior
 - ▣ Exterior
 - ▣ Occupancy
- Utility Standards – 17 sections
 - ▣ Plumbing
 - ▣ Electrical
 - ▣ Mechanical
- Health Standards – 6 sections



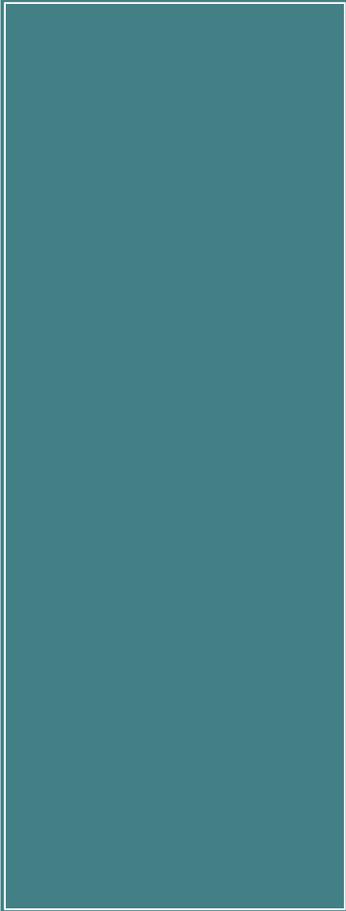
Minimum Property Standards

- Common violations
 - ▣ Chipped, peeling paint
 - ▣ Deteriorated wood, trim or siding
 - ▣ Damaged roofs, gutters, downspouts
 - ▣ Broken windows or doors
 - ▣ Garages, storage buildings not kept in good repair or structurally sound
 - ▣ Detached brick, failing wing walls
- Non- hazardous violations
 - ▣ 1st notice, 30 days
 - ▣ 2nd notice, 5 days
 - ▣ If no action or contact – issue citation
- Hazardous violations
 - ▣ Personal contact or door hanger to make repairs within 48-hours
 - ▣ If no action or contact – contract and issue citation

Fences

- Fences cannot be out of vertical alignment more than 20%
- No exterior supports
- No damaged or missing sections or pickets
- Swimming pools must be completely surrounded by a fence; gates must be self closing/self latching
- Non-hazardous situations
 - ▣ 1st notice, 7 days
 - ▣ 2nd notice, 5 days
 - ▣ If no action or contact – issue citation
- Hazardous situations
 - ▣ Personal contact or door hanger to make repairs within 48 hours
 - ▣ If no action or contact – contract (temporary fix to ensure safety) and issue citation

Residential Inspection Program

- 
- Property Standards
 - **Parking**
 - **On Street Parking**
 - **Junked Vehicles**
 - **Business Vehicles**
 - **Prohibited Vehicles**
 - **Recreational Vehicles**
 - **Trailers**
 - **Yard Parking**
 - Tree and Vegetation Trimming
 - Miscellaneous

On Street Parking

- It is an offense for a person lawfully in the possession of a motor vehicle to park that vehicle between the hours of 2:00 a.m. and 8:00 a.m. on a public street adjacent to a residential lot unless he or she is a resident or occupant of said residential lot.
- Enforce on a compliant basis only.
- 1st complaint - Run plate of vehicle in question to determine ownership. Make personal contact with owner to bring regulations to his/her attention
- 2nd complaint – Document violation and sticker the vehicle
- 3rd complaint – Document violation and issue citation

Junk Vehicles

- A junk vehicle is a vehicle that:
 - Has an expired registration or inspection sticker
 - Has been inoperable for at least 30 days; or is wrecked, dismantled, or partially dismantled
 - Is located in public view
- Suspected Junk Vehicle
 - 1st notice
 - Confirm status within 30 days
 - 2nd notice
 - Relocate within 7 days
 - If no action or contact – issue citation
- Known Junk Vehicle
 - 1st notice
 - Relocate within 7 days
 - If no action or contact – issue citation

Business Vehicles

- Only one vehicle, which indicates by signage or other means that it is used in a business, shall be parked or stored on any residential property or adjacent street in public view.
- 1st violation
 - ▣ Make personal contact with owner* to bring regulations to his/her attention. Determine time line for compliance – usually 24 hours
- 2nd violation (within 6 months of first violation)
 - ▣ Issue citation

*If contact cannot be made, a door hanger is left.

Oversized Vehicles

- Vehicles that are greater than 23' long, 8' wide or 10' high are prohibited in residential neighborhoods.
- Step-vans, tow-trucks, etc. are prohibited, regardless of size.
- This does not apply to vehicles that are loading or unloading passengers, freight or merchandise.
- 1st violation
 - ▣ Make personal contact with owner* to bring regulations to his/her attention.
Determine time line for compliance – usually 24 hours
- 2nd violation (within 6 months of first violation)
 - ▣ Issue citation

*If contact cannot be made, a door hanger is left.

Recreational Vehicles

- Cannot be parked on vacant property or between a front building wall and the street of a residence, or between a side building wall and the street on corner lots.
- Can be parked in a side or rear yard as long as they are screened from the adjacent street by a 6' wooden fence or a landscaping screen wall.
- A recreational vehicle may be temporarily parked on the property of the owner for loading and unloading.
 - Four occasions per year; a maximum of 72 hours per occasion.
 - Each occasion must be separated by at least seven days.

Recreational Vehicles

- In addition, a recreational vehicle may be temporarily parked on the property of the owner for upkeep and maintenance.
 - ▣ Four occasions per year; a maximum of 7 continuous days per occasion.
 - ▣ Each occasion must be separated by at least seven days.

- Temporary parking of recreational vehicles on city streets is permitted when sufficient necessity is demonstrated.
 - ▣ Residents seeking a variance are required to fill out an application at least 72 hours prior to parking the vehicle.
 - ▣ Permits are issued for a maximum of 14 days per permit.

Trailers

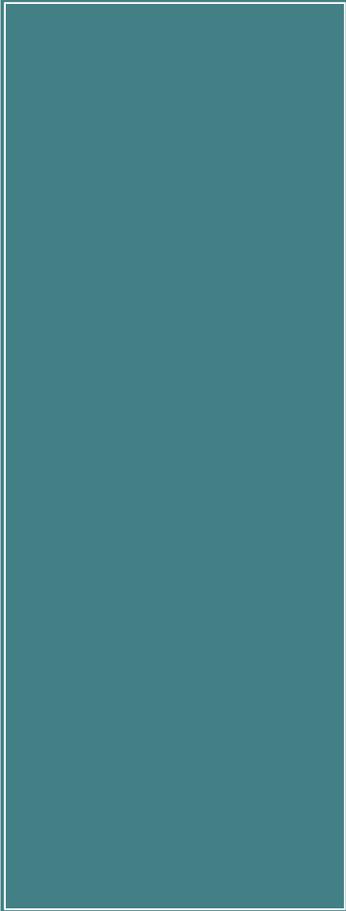
- Cannot be parked on vacant property.
 - Cannot be parked between a front building wall and the street of a residence, or between a side building wall and the street on corner lots.
 - Can be parked in a side or rear yard as long as they are screened from the adjacent street by a 6' wooden fence or a landscaping screen wall.
 - 1st violation
 - ▣ Make personal contact with owner* to bring regulations to his/her attention. Determine time line for compliance – usually 24 hours
 - 2nd violation (within 6 months of first violation)
 - ▣ Issue citation
- *If contact cannot be made, a door hanger is left.

Yard Parking

- Vehicles cannot be parked on the grass between a front building wall and the street of a residence, or between a side building wall and the street on corner lots.
- Vehicles also cannot be parked on vacant or unimproved lots.
- 1st violation
 - ▣ Make personal contact with owner* to bring regulations to his/her attention. Determine time line for compliance – usually immediately
- 2nd violation (within 6 months of first violation)
 - ▣ Issue citation

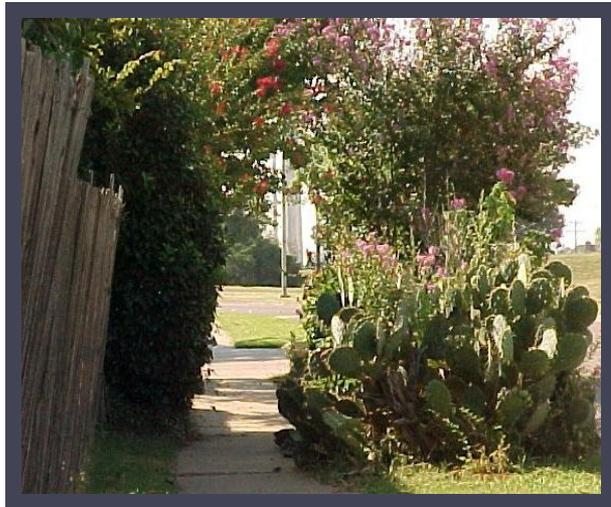
*If contact cannot be made, a door hanger is left.

Residential Inspection Program

- 
- Property Standards
 - Parking
 - **Tree and Vegetation Trimming**
 - ▣ **Sight Obstructions**
 - ▣ **Tree and Vegetation Trimming**
 - ▣ **Unkempt Vegetation**
 - Miscellaneous

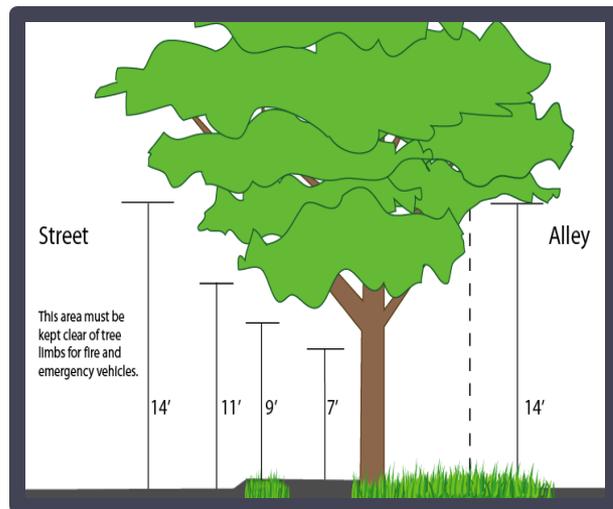
Sight Obstructions

- Vegetation cannot constitute a hazard for motorist or pedestrians.
- Vegetation cannot obstruct the path of sight lines at elevations between 2½ - 8'.
- Non-hazardous situations
 - ▣ 1st notice, 10 days
 - ▣ 2nd notice, 5 days
 - ▣ If no action or contact – issue citation
- Hazardous situations
 - ▣ Personal contact or door hanger to trim within 48-hours
 - ▣ If no action or contact - contract and issue citation



Tree and Vegetation Trimming

- Trees, bushes and other vegetation must be kept trimmed 7 feet above sidewalks, 14 feet above streets and alleys, and 1 foot back from the alley pavement.



- Non-hazardous situations
 - ▣ 1st notice, 10 days
 - ▣ 2nd notice, 5 days
 - ▣ If no action or contact – issue citation
- Hazardous situations
 - ▣ Personal contact or door hanger to trim within 48-hours
 - ▣ If no action or contact - contract and issue citation

Unkempt Vegetation

- Vegetation cannot obstruct doors, windows, sidewalks, driveways, alleys or streets or visually obscure more than 25 percent of the front door or porch when viewed from the street directly in front of said door or porch.
- Vegetation cannot invade or obstruct soffits, eaves, fascia, vent screening or any other portion, addition, or sections of a roof.
- Must maintain plant materials in a healthy and growing condition as is appropriate for the season of the year.
- Landscaping and yards must be edged, pruned, weeded, etc.
- Dead vegetation and tree stumps must be removed.
- 1st notice, 10 days
- 2nd notice, 5 days
- If no action or contact – issue citation

Residential Inspection Program

- Property Standards
- Parking
- Tree and Vegetation Trimming
- **Miscellaneous**
 - ▣ **Address Numbering**
 - ▣ **Home Occupations**
 - ▣ **Garage Sales/Occasional Sales**
 - ▣ **High Grass/Weeds**
 - ▣ **Trash, Litter and Debris**
 - ▣ **Open Storage**

Address Numbering

- Must be posted so that they are clearly visible from the street and alley.
- Must be posted on the curb or curbside mailbox and on the front and back of a residence on the home, garage, fence, or other structure between 3' - 10' off the ground.
- Must be a minimum of 3 inches high so that they are easily seen.
- 1st notice, 10 days
- 2nd notice, 5 days
- If no action or contact—issue citation



Home Occupations

- Home businesses are permitted in Richardson so long as they are incidental to the primary use of the premises.
- Investigated in response to a complaint only.
- Investigations center on ensuring the business:
 - Is conducted entirely within an enclosed structure and the business is the secondary use
 - Has no exterior advertisement, sign or display
 - Does not have storage of materials, goods, supplies or equipment or display goods
 - Employs only persons of the immediate family or lawful occupants residing on the premises
 - Does not involve the repair or service of vehicles

Garage Sales/Occasional Sales

- No more than 3 sales may be conducted at the same address or by one resident within any 12 month period.
 - 1st complaint
 - Add to weekend inspection list
 - Personal contact to document sale, followed up by reminder notice
 - 2nd complaint
 - Personal contact to document sale, followed up by reminder notice
 - 3rd complaint
 - Personal contact to document sale, followed up by notice of maximum number of sales conducted
 - 4th complaint
 - Citation upon documentation of sale

High Grass/Weeds

- Residents are responsible for maintaining the grass at their property, including all adjacent parkways and alley easements.
- Grass is in violation when it reaches 12”.
- Native grasses are permitted to be maintained at their appropriate height.
- 1st violation
 - ▣ 7 day notice, 5 day notice, abate violation
- 2nd violation that calendar year
 - ▣ Annual notice (provides 7 days to comply), contract and/or issue citation
- All subsequent violations that calendar year
 - ▣ Contract and issue citation

Trash, Litter and Debris

- Residents are responsible for ensuring their property, including all adjacent parkways and alley easements, is free of litter and debris.
- This includes not placing trash out for collection on non-collection days.
- 1st violation
 - 7 day notice, 5 day notice, abate violation
- 2nd violation that calendar year
 - 7 day notice, contract and/or issue citation
- All subsequent violations that calendar year
 - Contract and issue citation

Open Storage

- The placement of an item not customarily used or stored outside or made of a material that is not weather resistant in an unenclosed outdoor area for more than 24 continuous hours.
 - If kept outdoors, storage must be screened from adjacent properties, streets and alleys by a 6' wooden fence.
 - Storage is limited to 1% of a residential lot.
- 1st violation
 - ▣ 7 day notice, 5 day notice
 - ▣ If no action or contact – citation
 - 2nd violation within 6 months
 - ▣ 7 days notice
 - ▣ If no action or contact – citation



Storage of Prohibited Items

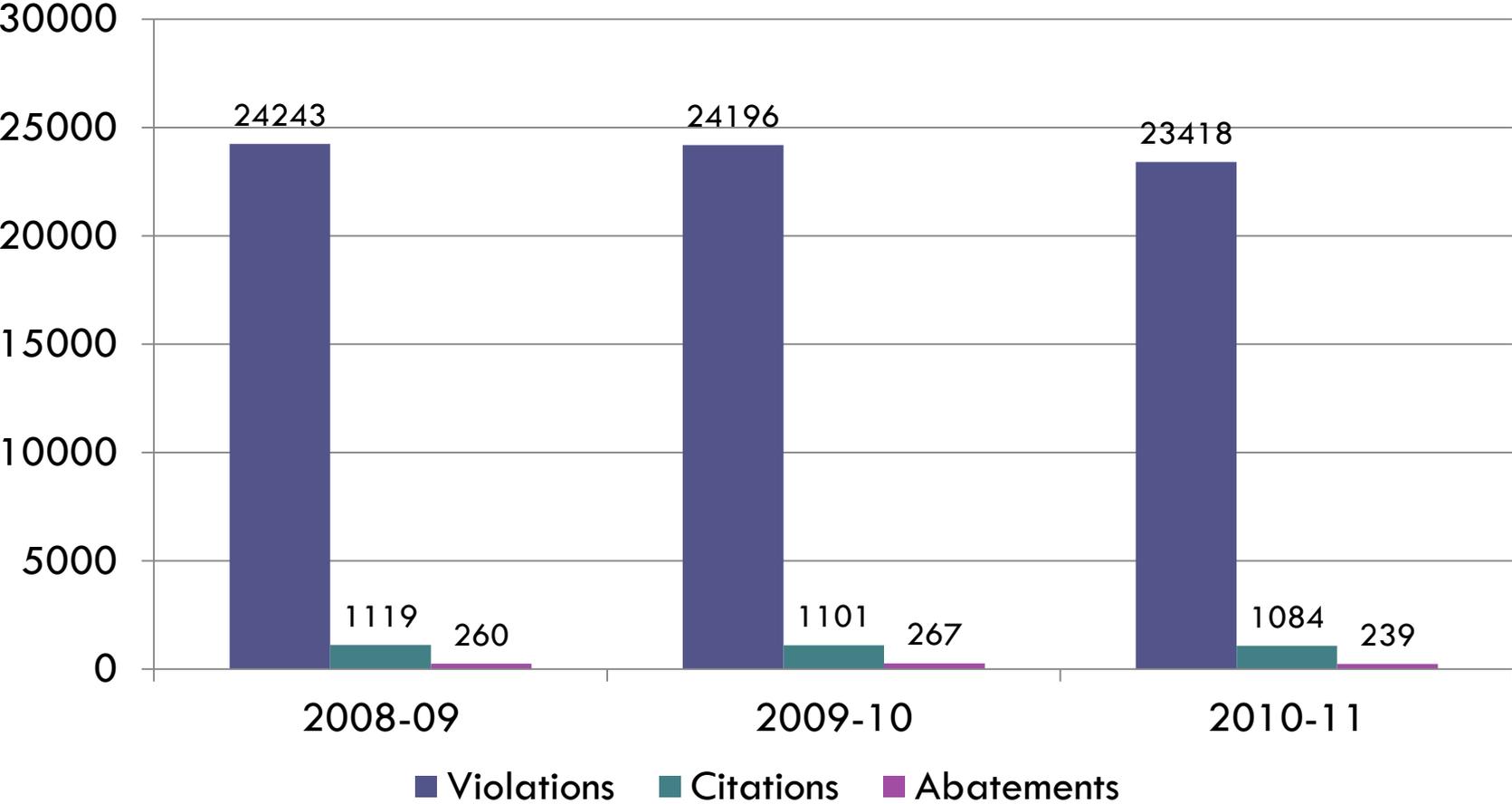
- Appliances and equipment are prohibited in the front yard.
- If installed in the side or rear yard, appliances and equipment must be screened from the street by a 6' wood fence or landscaping screen wall.
- 1st notice, 7 days
- 2nd notice, 5 days
- If no action or contact – issue citation



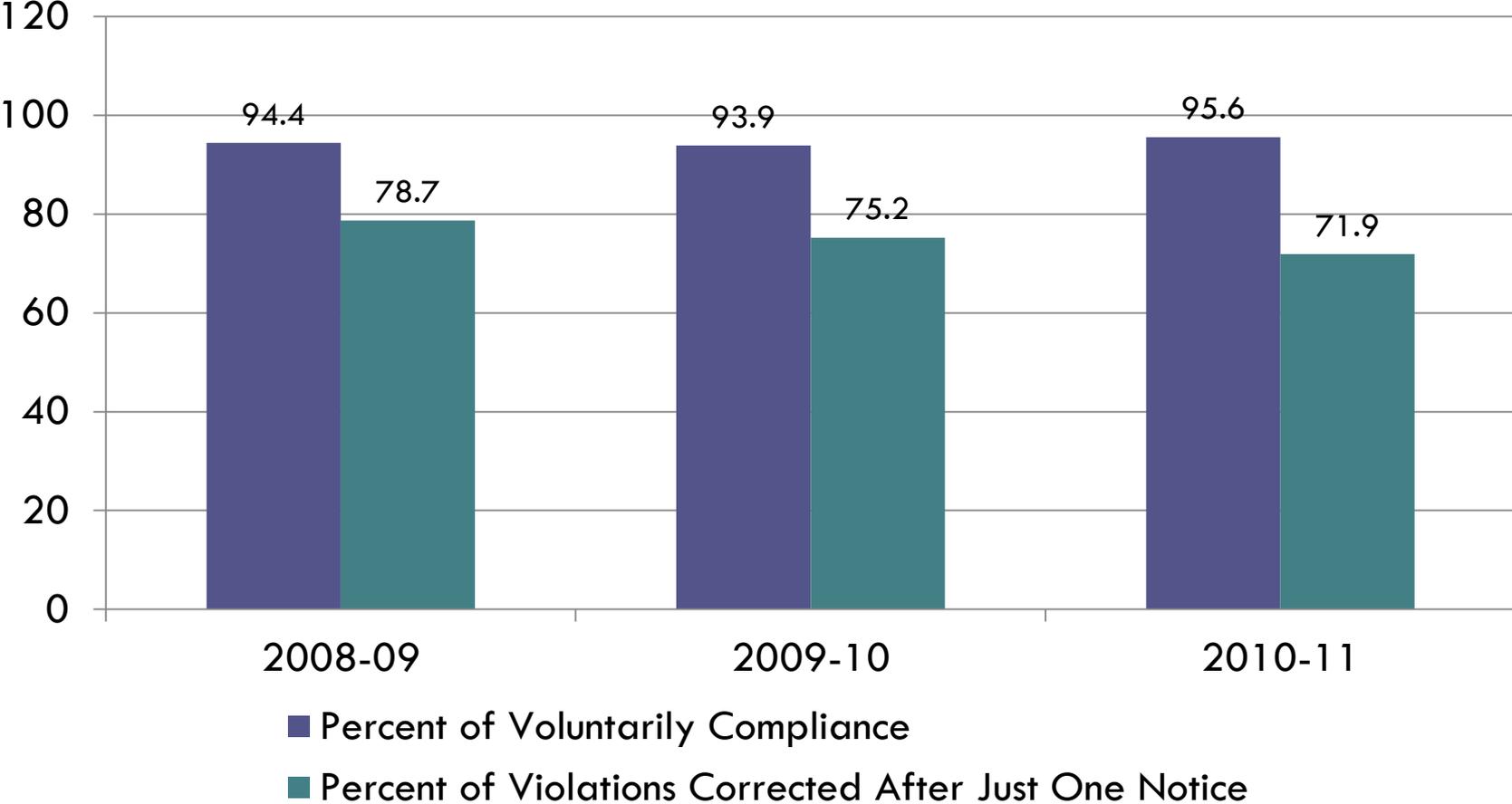
Rental Registration Program

- The Rental Registration Program was enhanced in 2011 to include the following elements:
 - Owners of rental property, including dwellings in which one or more rooms are rented, must register their property with Community Services annually.
 - An inspection is required upon a change of occupancy or tenancy – within 30 days of the new tenant moving in
 - A score of 85 or higher is required to pass the annual inspection
 - A re-inspection is required of all properties that score less than 85
 - A \$90 fee is assessed for said re-inspection and a \$120 fee is assessed for all subsequent re-inspections

Residential Activity



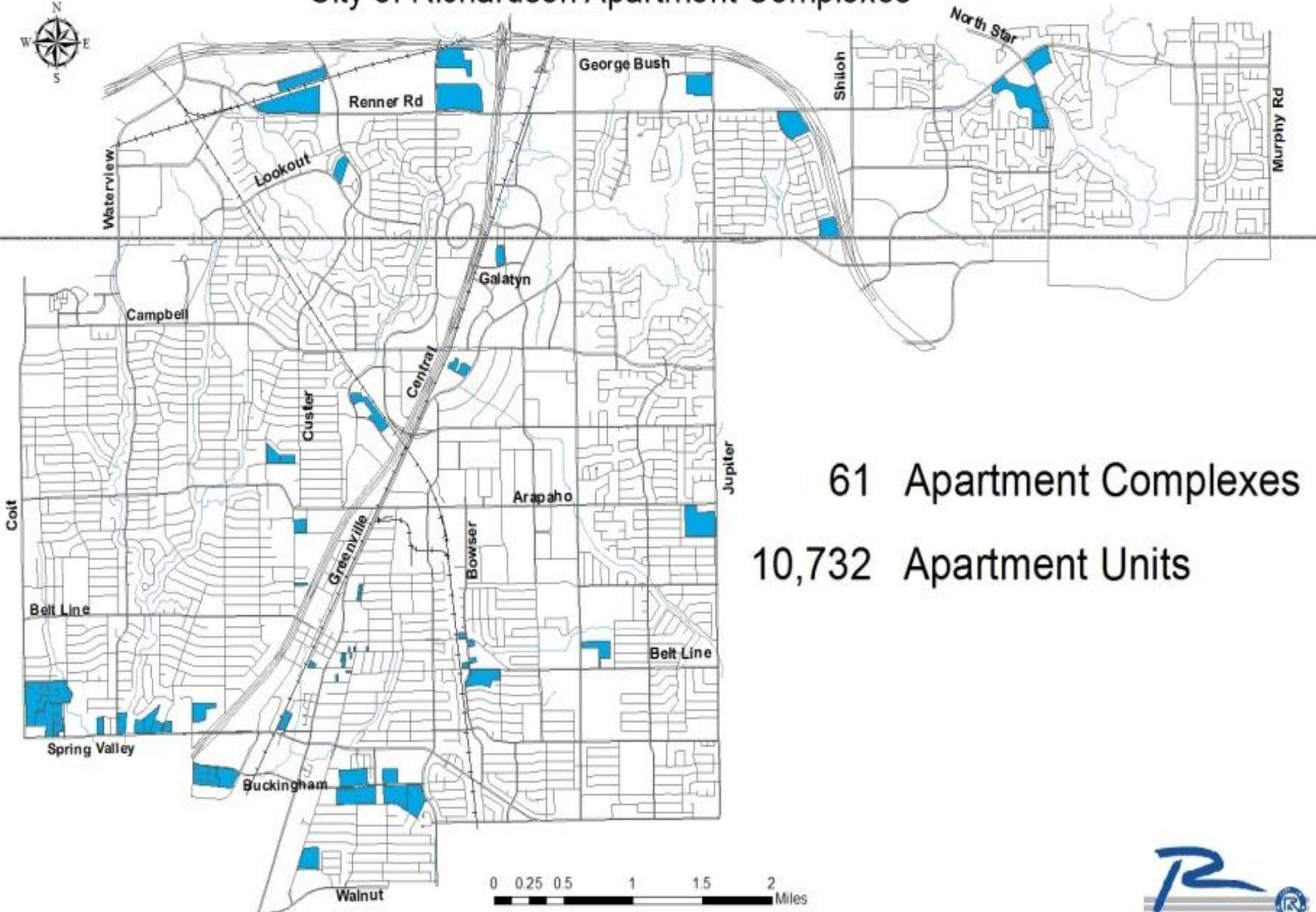
Residential Compliance





Multi-Family Inspection Program

City of Richardson Apartment Complexes



61 Apartment Complexes
10,732 Apartment Units



Overview

- The Apartment Inspection Program was enhanced in 2007 to include the following elements:
 - All apartment complexes older than 5 years are inspected by on an annual basis.
 - A complex must score an 85 out of 100 points to pass the inspection.
 - A re-inspection is required of all properties that score less than 85
 - A \$15 per unit fee is assessed for said re-inspection and a \$20 per unit fee is assessed for all subsequent re-inspections.

Inspection Evaluation Criteria

- Property Standards
 - ▣ Stairs, handrails, guardrails
 - ▣ Roofs, soffits, fascia, gutters
 - ▣ Doors, windows, screens
 - ▣ Foundations, walls
 - ▣ Occupancy standards
- Common Areas
 - ▣ Site plan
 - ▣ Landscape plan
 - ▣ Fences
 - ▣ Parking lots
 - ▣ Vehicles, parking
- Plumbing
 - ▣ Plumbing fixtures
 - ▣ Gas appliances
 - ▣ Hose bibs
 - ▣ Clean outs
 - ▣ Sprinkler systems
- Electrical
 - ▣ Electrical panels
 - ▣ Junction boxes, switches
 - ▣ Light fixtures, receptacles
 - ▣ Meter/service equipment
 - ▣ Accessibility

Inspection Evaluation Criteria

- Boilers/Water Heaters
 - ▣ Combustion air
 - ▣ Flue pipes
 - ▣ Gas connections
 - ▣ T/P relief valve/line
 - ▣ Water supply
- Air Conditioning/Heating
 - ▣ Filters
 - ▣ Condensate drains
 - ▣ Wiring
 - ▣ Gas connections
 - ▣ Flue pipes
- Health
 - ▣ Rodent / insect infestation
 - ▣ Water temperature
 - ▣ Pools
 - ▣ Sanitary conditions
- Fire
 - ▣ Smoke detectors
 - ▣ Egress/ingress
 - ▣ Fire extinguishers
 - ▣ Hazardous materials storage

Annual Inspection Report

- Life Safety / Health Violations
 - ▣ Requires immediate abatement if the building or common area is accessible to the public or if the unit is occupied
 - ▣ Inspector provides time line if immediate abatement is not necessary

- Property Standards
 - ▣ 1st notice, 60 days
 - ▣ 2nd notice, 30 days
 - ▣ Extensions granted on case by case basis

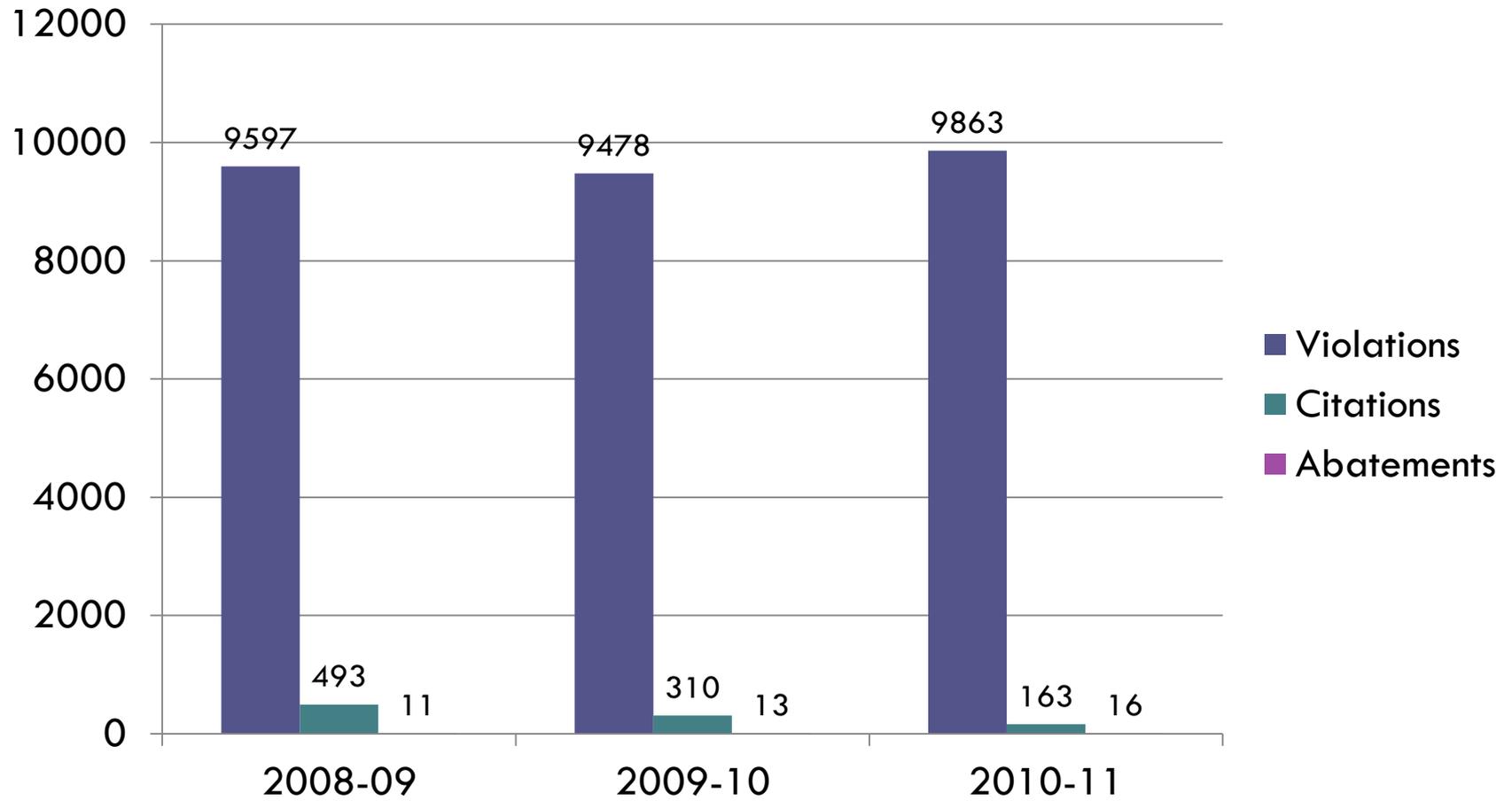
- Recommended Improvements
 - ▣ Are noted for informational purposes only

Recurring Inspections

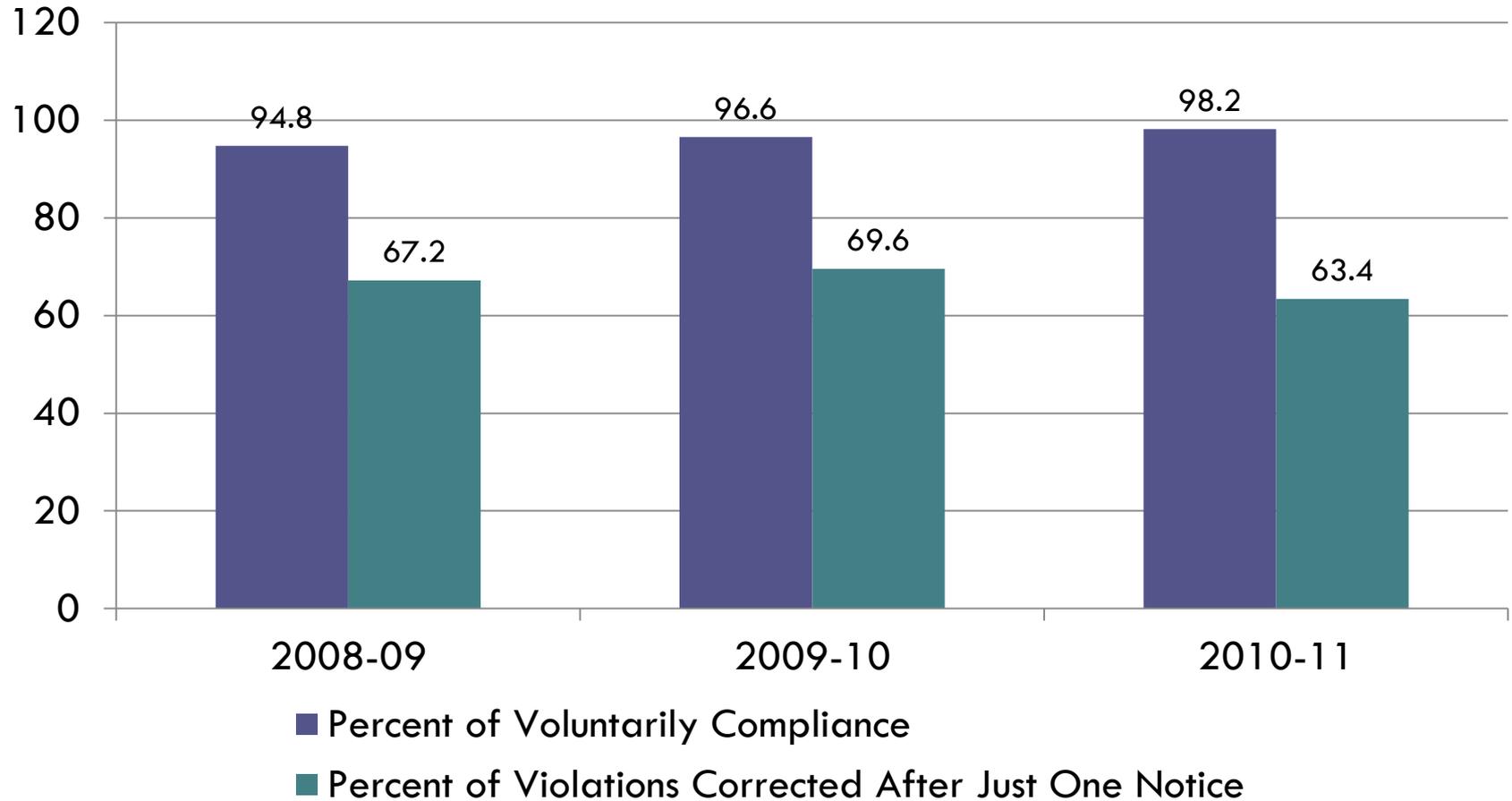
- Staff also conducts recurring daily inspections to identify parking and nuisance violations generally associated with tenant behavior. Examples include:
 - ▣ Oversized and prohibited vehicles
 - ▣ Parking on unimproved surfaces
 - ▣ Junked or abandoned vehicles
 - ▣ Open storage on patios and balconies
 - ▣ Unauthorized garage sales

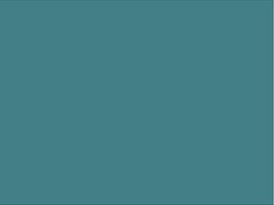
- The same standard enforcement procedures that are used in residential neighborhoods are employed.

Multi-Family Activity



Multi-Family Compliance





Commercial Inspection Program

Overview

- Commercial Inspection Program was enhanced in 2010 to include the following elements:
 - City-wide regularly scheduled inspections for a variety of violations
 - Regularly scheduled site and landscape plan inspections at both occupied and vacant properties throughout the city
 - Site and landscape plan inspections as part of regular Certificate of Occupancy process

Overview

- Any issue that is dangerous or hazardous is addressed promptly and without exception.
- Property standard and nuisance issues are addressed in accordance with the standard enforcement procedures.
- When site and landscape plan discrepancies are identified, staff considers the overall condition of a property when determining which violations to address.

Overview

- Inconsistencies that compromise the vitality or integrity of the property, of neighboring properties, or of the community are noted on the inspection report as a violation and addressed promptly.
- Variations that do not have said impact are brought to the owner's attention for reference only.

Inspection Items

- Zoning
 - ▣ Use regulations
 - ▣ Outside display of merchandise and goods
 - ▣ Open storage
 - ▣ Supplemental regulations and special conditions

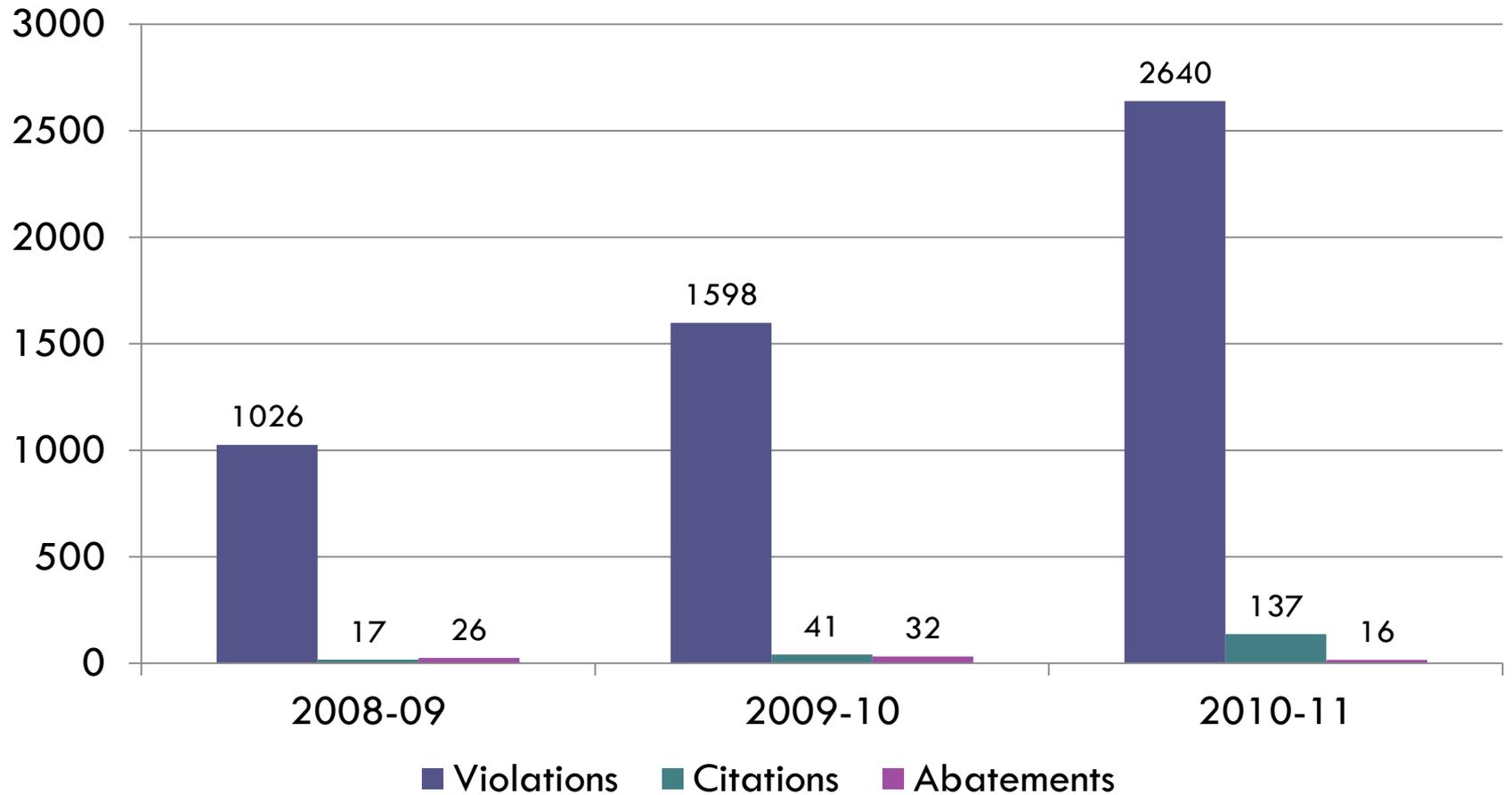
- Property Standards
 - ▣ All exterior components of a building
 - ▣ Screening walls and fences
 - ▣ Address numbering
 - ▣ Parking lots

Inspection Items

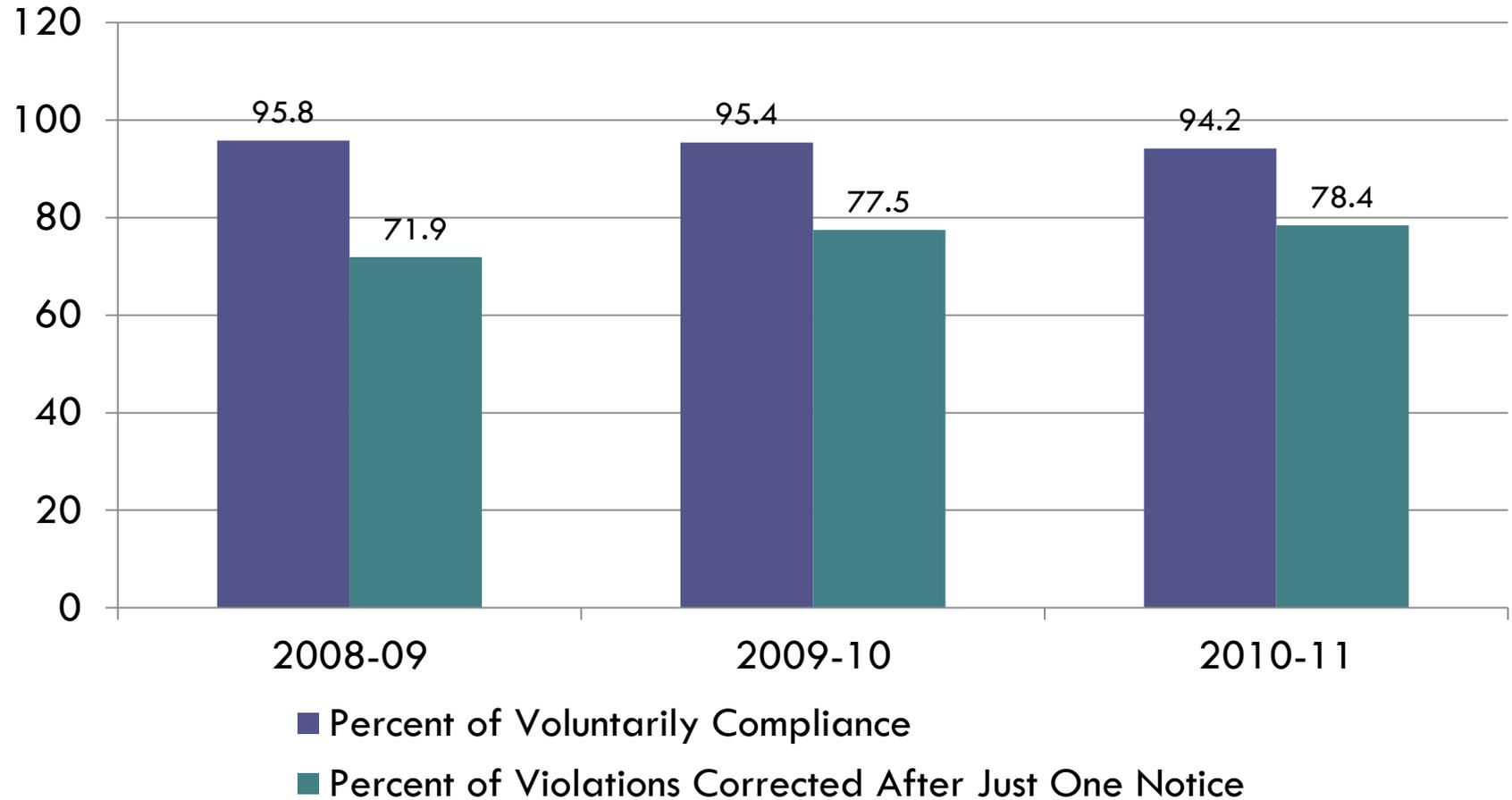
- Parking Regulations
 - ▣ Oversized and prohibited vehicles
 - ▣ Parking on an unimproved surface
 - ▣ Junked or abandoned vehicles
 - ▣ “For Sale” vehicles

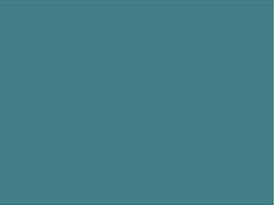
- Nuisance
 - ▣ High grass
 - ▣ Tree trimming and visibility obstructions
 - ▣ Abandoned shopping carts
 - ▣ Unauthorized parking lot/sidewalk sales
 - ▣ Strewn litter, illegal dumping, dumpster area maintenance

Commercial Activity



Commercial Compliance



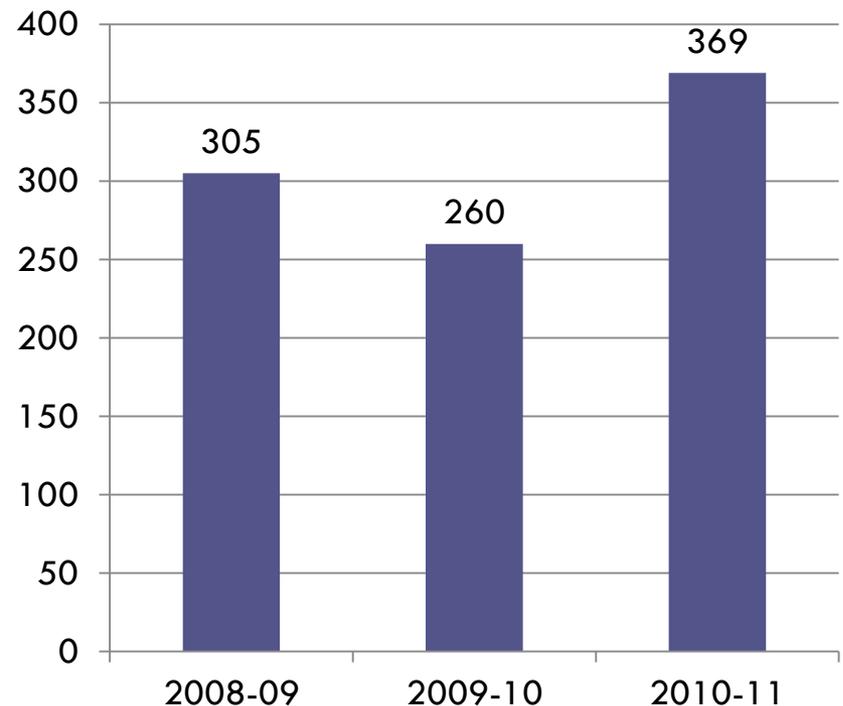


Special Programs

Graffiti

- Free abatement service for all property owners
- Initial Response
 - ▣ Personal contact/door tag
 - ▣ Request a reply within 72 hours
- If no contact, send 15 day notice (state law)
- If no action, obtain inspection warrant and abate violation

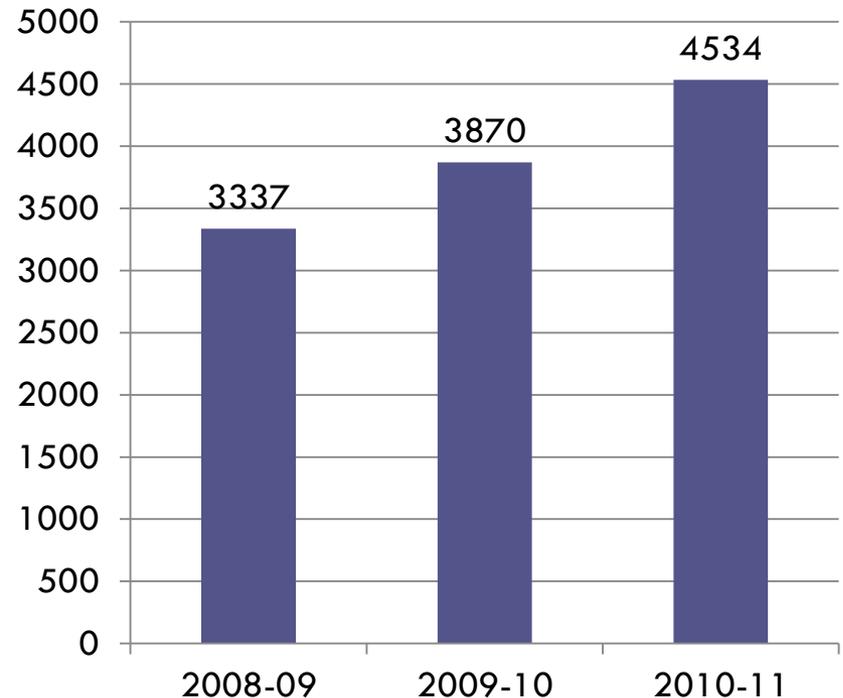
Abatement Projects



BABIC

- Bulky items may not be set out for collection prior to requesting collection service.
- 1st violation
 - ▣ Reminder notice
 - ▣ Schedule collection
- 2nd violation within 12 months
 - ▣ Issue citation
 - ▣ Schedule collection

Violations/Scheduled Collections



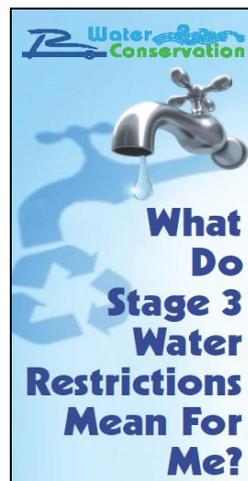
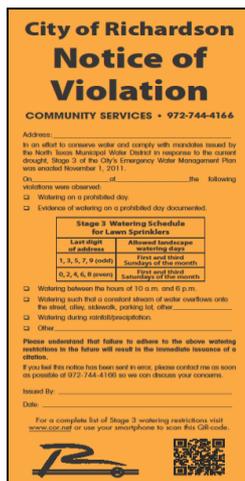
Clean & Safe Initiative

- Partnering for a Clean & Safe Corridor: Community Services & RPD
 - Conduct daily nuisance, zoning and property standards inspections within the Corridor
 - Conduct daily thoroughfare inspections to collect abandoned shopping carts and other abandoned or discarded items within the Corridor
 - Conduct daily inspections to identify, document and abate graffiti within the Corridor
 - Conduct strategic task force inspections when specific opportunities for improvement are identified within the Corridor

Water Restrictions

- Stage 3
 - Last digit of address – Even
 - 1st and 3rd Saturday
 - Last digit of address – Odd
 - 1st and 3rd Sunday
- 1st violation
 - Make personal contact with owner* to bring regulations to his/her attention. Leave informational brochure.
- 2nd violation
 - Issue citation

*If contact cannot be made, a door hanger is left.





The Legal Process

Determining Responsibility

- An occupant shall be responsible for the following:
 - ▣ General Health / Sanitary Standards
 - ▣ Occupancy Standards
 - ▣ Open Storage
 - ▣ Vehicles / Parking Standards

- An owner shall be responsible for the following:
 - ▣ Property Standards
 - ▣ Utility Standards
 - ▣ Structural Standards
 - ▣ Site / Landscape Standards

Determining Responsibility

- SB 399 Sec. 250.003 Local Government Code
 - Neither an individual employee of the owner, nor an employee of a company that manages a property on behalf of an owner is personally liable for penalties resulting from the issuance of a citation if the individual provides the property owner's contact information.

Administrative Search Warrants

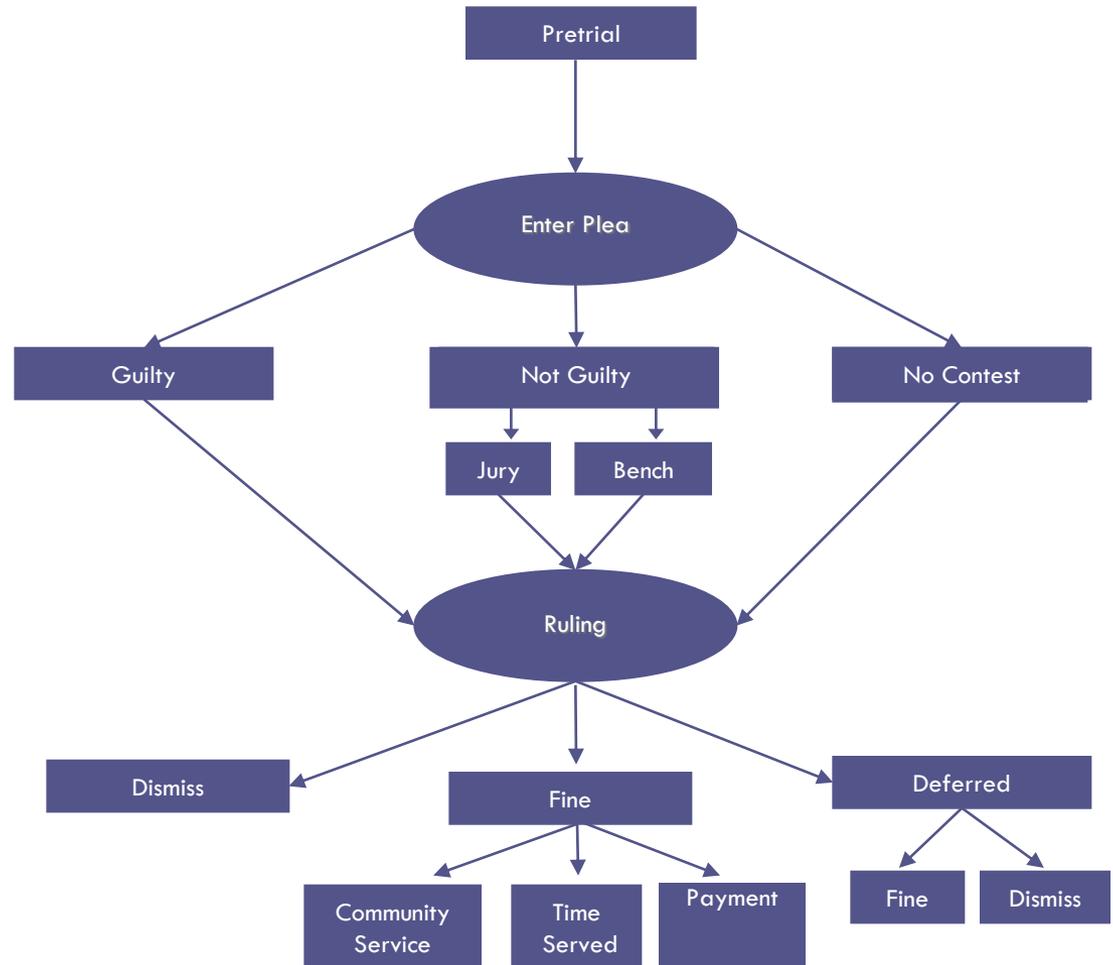
- Section 18.05(a) of the Texas Code of Criminal Procedure
 - A search warrant may be issued for the purpose of allowing the inspection on any premises to determine the presence of a fire or health hazard or unsafe building condition or a violation of any fire, health, or building regulation, statute, or ordinance.

Administrative Search Warrants

- Must demonstrate probable cause that the specified violation is present in the premises to be inspected. The judge may consider the:
 - ▣ Specified knowledge of the affiant;
 - ▣ Previous violations or hazards found present in the premises;
 - ▣ Type of premises;
 - ▣ Purposes for which the premises are used;
 - ▣ Presence of hazards or violations in, and the general condition of premises near, the premises sought to be inspected.

Court Process

- When issued a citation, residents are automatically scheduled for a pre-trial hearing and summoned by the court.
- No window fine option.



Repeat Violators

- The vast majority of code citations make their way through the legal process as previously described.
- In a very small number of cases, a defendant simply refuses to fulfill his/her legal responsibilities, including appearing before the court.
- When this situation occurs, code enforcement continues to issue citations for all outstanding violations on a regular basis.

Warrants

- Alias
 - An Alias Warrant may be issued for the defendant's arrest.
 - The warrant is issued because the defendant failed to comply with the summons issued by the court, not because he/she failed to correct the code violation.

- Capias Pro Fine
 - In an even smaller number of cases, a defendant fails to pay a fine imposed by the court.
 - When this situation occurs, a Capias Pro Fine Warrant may be issued for his/her arrest.
 - The warrant is issued because the defendant failed to comply with the judgment, not because he/she failed to correct the code violation.

Mowing Liens

- When the City abates a violation, it places a lien on the property to recuperate the costs associated with making the required improvements. The lien consist of the following:
 - ▣ Cost of contractor and supplies
 - ▣ \$200 Administrative Fee
 - ▣ \$32 Dallas County, \$40 Collin County Filing Fee
- Invoices are sent to property owners on monthly basis.

Building & Standards Commission

- In November 2006, the City reestablished the Building and Standards Commission by appointing members of the Zoning Board of Adjustment.
- The need to recreate the Commission was necessary to comply with certain administration standards outlined in the 2006 International Building Code.
- The City also wanted to be prepared to deal with a possible urban nuisance issue should a property be deemed such by City staff.

Powers & Duties

- To require the reduction in occupancy load of an overcrowded structure, or vacation of a structure that is reasonably dangerous to the health, safety or welfare of the occupants.
- To require the demolition of a structure found to be an urban nuisance by the owner or by the city.
- To require the repair of a structure found to be an urban nuisance by the owner or by the city.
- To assess a civil penalty, up to \$1,000 a day, against a property owner for each day or part of a day that he fails to comply with a Commission Order.

Building & Standards Commission

- On July 1, 2011, the Supreme Court of Texas rendered a decision in *City of Dallas v. Heather Stewart*.
- The Court's ruling (5-4) invalidated the procedure provided for in Chapter 54 of the Local Government Code that allows for the Building & Standards Commission to make a determination through a hearing as to whether a property is substandard and issue a demolition order.
- The opinion also raised concerns regarding the Building & Standards Commission's ability to assess civil penalties for failure to abate nuisance violations.

Building & Standards Commission

- The Supreme Court stated that the decisions made by the Building & Standards Commission involve constitutional issues which should be decided through the judicial process and not by an administrative board.
- The opinion of the Court means that appointed city officials may no longer make substandard building and other nuisance determinations.

Building & Standards Commission

- As such, staff is currently working with the City Attorney's Office to draft an ordinance that will establish an entirely judicial procedure to review substandard building cases.
- In the interim, the City has continued to enforce nuisance violations through issuing municipal court citations.
- In a small number of significant cases, the City has brought civil action pursuant against the owner of residential property to enforce nuisance violations and to impose civil penalties.

Code Enforcement Limitations

- Code enforcement is an effective tool for addressing neighborhood integrity and vitality issues, but there are limitations.
 - ▣ Code enforcement efforts are based on minimum standards
 - ▣ Code enforcement is reactive rather than proactive
 - ▣ The code enforcement process can be protracted/expensive
 - ▣ Code Enforcement does not foster pride in ownership
 - ▣ Code enforcement does not encourage greater participation in neighborhoods

Cultivating & Reinvesting In Neighborhoods

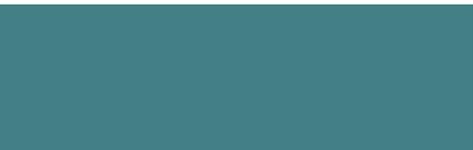
Cultivating Neighborhoods

- New Neighborhood Association Development
- Leadership Workshops
- Campaigns & Partnerships
- Realtor Workshops
- Volunteer Assistance
- Community Revitalization Awards

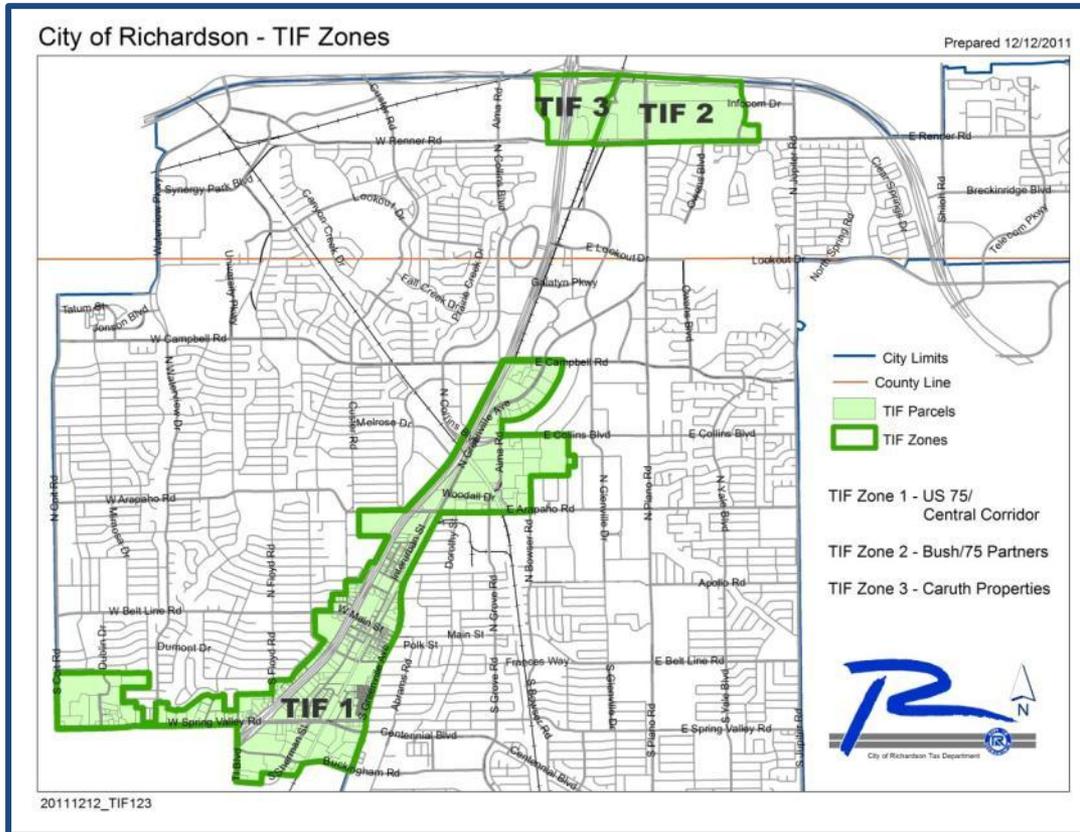
Reinvesting in Neighborhoods

- Reinvestment Strategies
- Neighborhood Vitality Program
- Home Improvement Incentive Program
- Matching Fund Beautification Program
- Sign Topper Program
- Graffiti Abatement Program

COMMUNITY SERVICES CODE PROGRAMS OVERVIEW



Tax Increment Financing: *City of Richardson Status Report*



City Council Work Session
Monday, December 19, 2011

Overview

- City of Richardson has activated Tax Increment Financing as a strategic & structured public/private financing method for new and redevelopment initiatives.
- TIF is a well-used economic development tool by cities.
- City Council's Near Term Action Item:
 - ***Item #40/Priority # 34: "Utilize Work Session to discuss community interest of the TIF"***
- With TIF #1 establishment in the Fall 2006, this Fall 2011 is now the 5-year benchmark of it's creation.
- Recent TIF creation actions for TIF #2 & #3 and close of 2011 make this report timely.

City	TIF ?
Allen	Yes
Arlington	Yes
Carrollton	Yes
Dallas	Yes
Ft. Worth	Yes
Frisco	Yes
Garland	Yes
Grand Prairie	Yes
Irving	Yes
McKinney	Yes
Mesquite	Yes
Plano	Yes
Richardson	Yes

Area TIF Examples

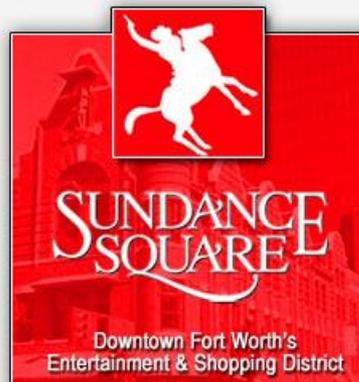
- **Montgomery Farms - Allen**
- **Fort Worth Cultural Center**
- **Deep Ellum – Dallas**
- **Uptown – Dallas**
- **Cedars - Dallas**
- **Victory Development – Dallas**
- **Skillman Area - Dallas**
- **City Center – Dallas**
- **Farmers Market – Dallas**
- **Burleson IH35W Center**
- **Southwest Medical - Dallas**
- **Downtown Connection – Dallas**



Area TIF Examples

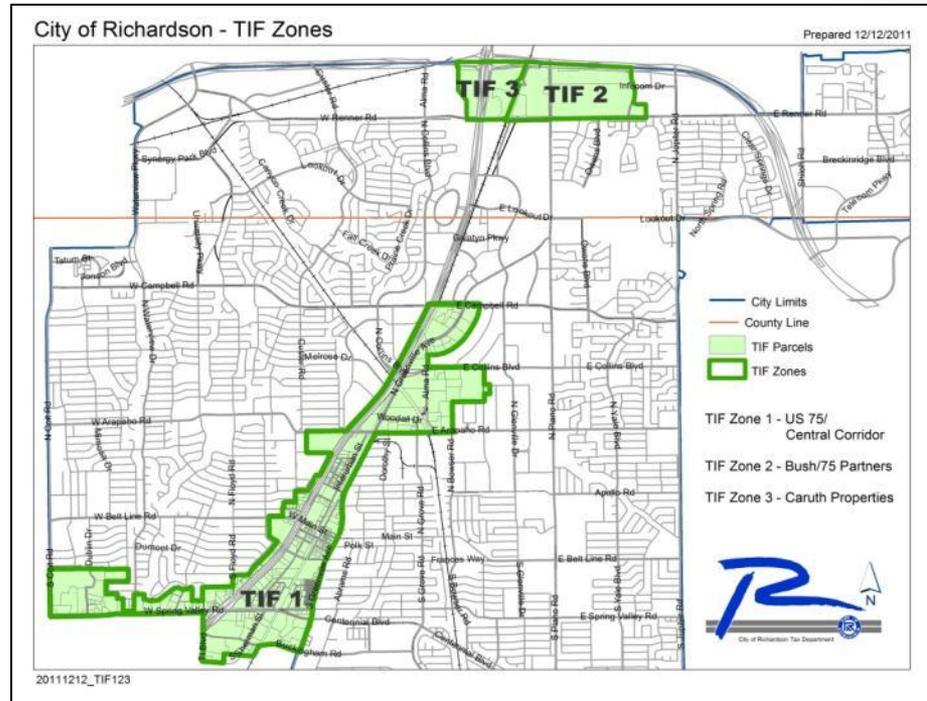


- **Downtown Arlington**
- **Shops at Willow Bend parking – Plano**
- **Stonebriar - Frisco**
- **Eastside Village - Plano**
- **TownCenter - Southlake**
- **Gaylord Opryland – Grapevine**
- **Nokia/Lone Star Park - Grand Prairie**
- **Texas Motor Speedway - Ft. Worth**
- **Sundance Square – Ft. Worth**
- **Garland – Bass Pro**



TIF/TIRZ in Richardson

- City has 3 TIF/TIRZ zones
- Three TIF areas comprise:
 - 1,192 acres in TIFs :
 - 896 acre TIF #1
 - 211 acre TIF #2
 - 85 acre TIF #3
 - 6.7% of City's Total Area
- For 2011: Cumulatively 5.2% of Richardson's Real Property Tax Base in these three TIFs



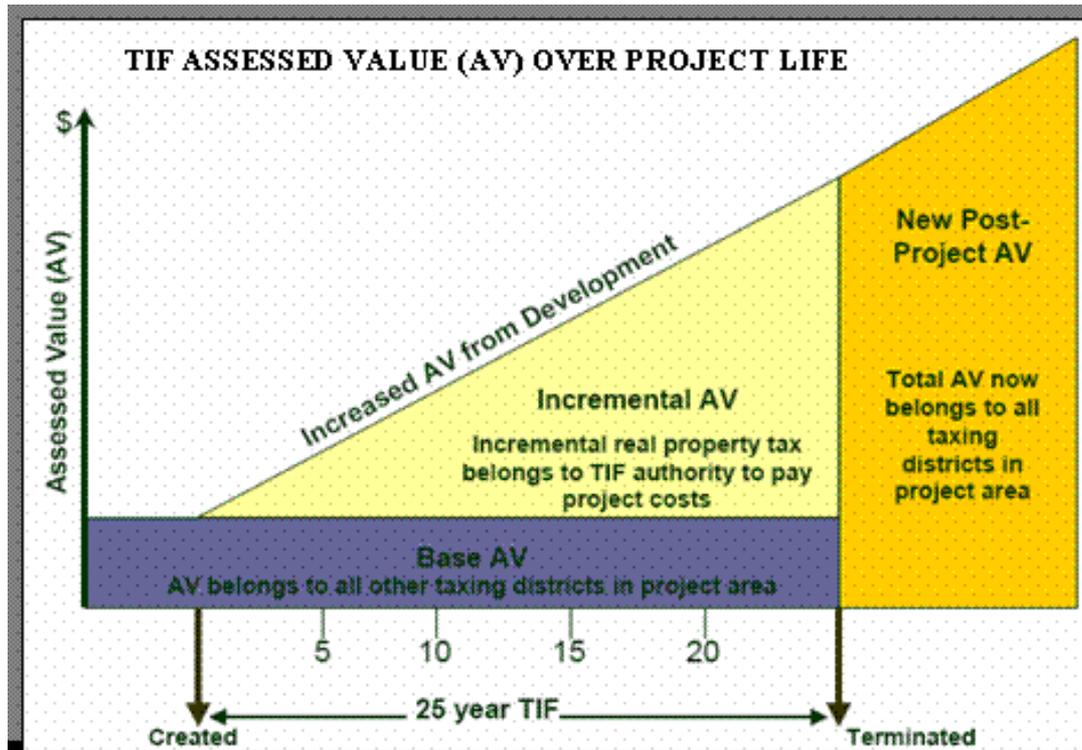
Overview of a TIF/TIRZ

- Authorized under **Chapter 311 of the Texas Tax Code**
- Created to help finance the cost of improvements (such as infrastructure, remediation, etc.) needed to promote development or redevelopment of a specific area
- TIF/TIRZ may retain new real property tax (and sales tax) over a base year value
- Under a TIRZ, property owner pays taxes on full value of the property and participating taxing entities allocate a portion of those taxes into a TIRZ fund based on the added value of the real taxes above the increment base year value
- Other taxing entities can participate in the TIRZ – such as the County
- Advisory Review by Board created by City Council
- The Project Plan establishes the eligible projects for TIRZ investment
- Annual increment is revenue source for payments.
- Bonds can be issued or revenue used to repay advanced private investment
- TIRZ ends when time expires or all obligations are met (if earlier) – TIRZ increment tax base is then unified with base year tax base for full General Fund benefit

A TIF/TIRZ is Not:

- Not:
 - An additional tax
 - A tax abatement or rebate of taxes
 - A freezing of taxes or tax rate
 - An obligation of the General Fund
 - A gift or windfall to developers
 - A mechanism for avoiding regulations or codes
- *Remember:*
 - *TIF is an incremental revenue...no investment, no increment, no revenue for repayment...*
 - *TIF is NOT an advanced grant or lump-cash payment.*

Overview of a TIRZ



- Under a TIRZ, property owner pays taxes on full value of the property.
- Participating taxing entities (ie. City & County) allocate a portion of those taxes into a TIRZ fund based on the **added value** of the real taxes above the increment base year value.
- After time...or obligations (if earlier) are complete, TIRZ is dissolved and no further allocations

Use of TIF Rationale for Support

TIF #1 - Redevelopment

- Stimulate **1) Action, 2) Quality & 3) Pace**
- Focus on the **key inhibitors to redevelopment**: property assemblage impacts, demolition, site remediation, revised infrastructure, etc.
- Serve as **catalytic stimulus** for other project initiation
- Set Strong **Development Tone** for redevelopment design
- Provide public facilities to support market viability and amenities
- **Structured** Public Participation Support
- Contract as **Reimbursement-based Funding**
 - Developer Secured and Fronted Capital
 - Consideration of interest on unpaid balance
- Places **risk** of development pace for repayment **with developer**

TIF #2 & #3 – New Development

- Stimulate **1) Action, 2) Quality & 3) Pace**
- Focus on Early Infrastructure Support to Allow **Financial Viability**
- Set Strong **Development Tone** with Initial Phase(s)
- **Structured** Public Participation Support
- Avoid Future G.O. **Bond Program Impact**
- **Advance the Cottonbelt Rail** development schedule & Bush Station selection
- Contract as **Reimbursement-based Funding**
 - Developer Secured and Fronted Capital
 - No “carry” interest on unpaid balance
- Separate TIF zones to allow each development team a motive to **reimbursement only from their increment** additions
- Places **risk** of development pace for repayment **with developer**

TIF Project & Financing Plans

- Prepared for City by Stein Planning LLC, Mark Stein
- Elements:
 - Key development scenario timetable and taxable values
 - Key infrastructure elements and timetable for implementation
 - Graphics/Zone map locator
 - Likely taxable revenue generation and allocations
 - Other requirements of Chapter 311 for TIF preparation
- May be amended as projects emerge & other updates require

Stein
Planning, LLC

Project Plan and Financing Plan
for
Reinvestment Zone
Number One,
City of Richardson, Texas
(Program for Tax Increment Financing)

Revised January 2010

by
Stein
Planning, LLC

for

the City of Richardson

Project Plan and Financing Plan
for
Reinvestment Zone
Number Two,
City of Richardson, Texas
(Program for Tax Increment Financing)

October 2011

by
Stein
Planning, LLC

for

the City of Richardson

Project Plan and Financing Plan
for
Reinvestment Zone
Number Three,
City of Richardson, Texas
(Program for Tax Increment Financing)

October 2011

by
Stein
Planning, LLC

for

the City of Richardson

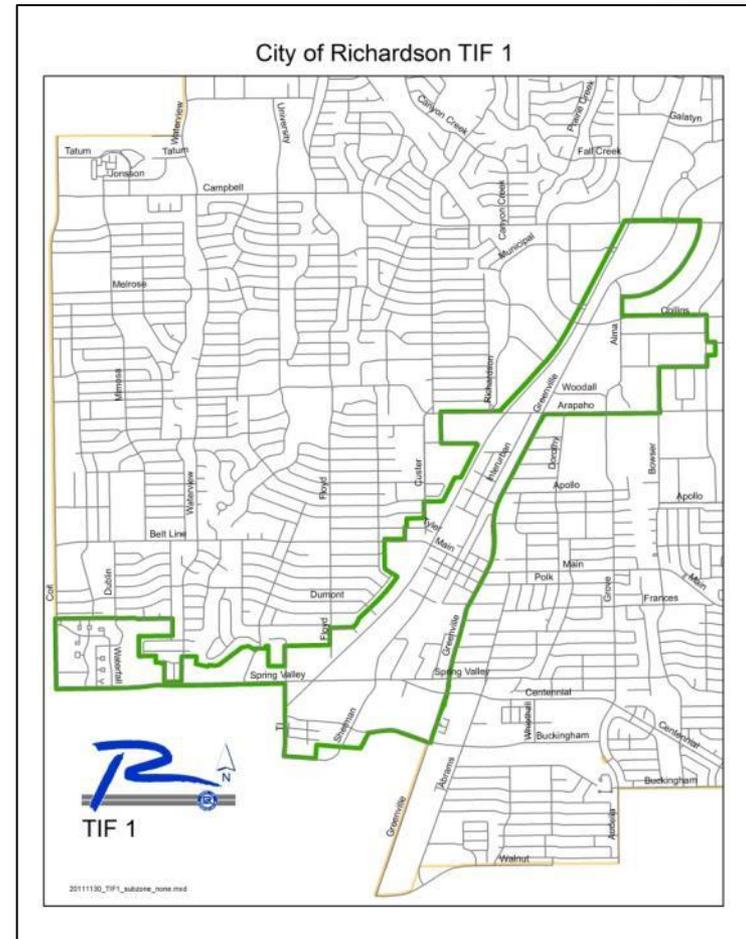
During Term of TIF...

- Only incremental real property tax is committed to the TIF
- Other generated revenue during life of TIF comes to General Fund
- *Also, economic multipliers from project:*
 - *During construction*
 - *New operations*

City		TIF
X	Base Real Property Tax	
X* (for TIF 2 & 3 at 33%)	Increment Real Property Tax – based on TIF*	X
X	All Business Personal Property Taxes	
X	Sales Tax	
X	Hotel/Motel Tax	
X	Franchise Taxes	

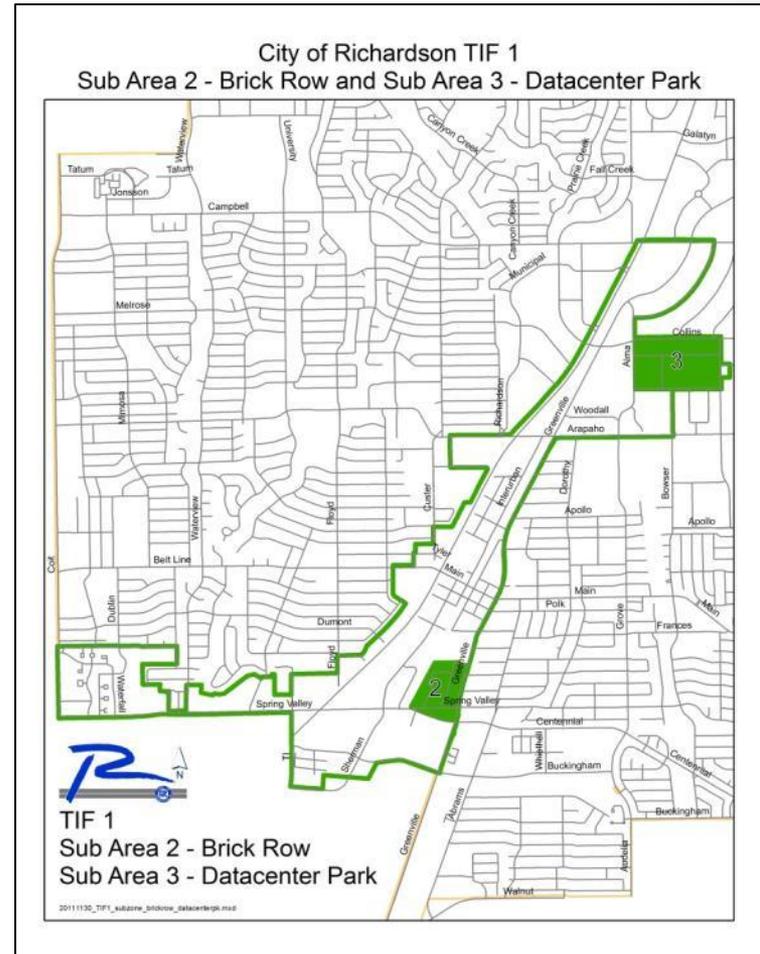
TIF #1 Overview

- Created in November, 2006
- 896 acres
- 2006 Base Year Value: ~\$430 million
- City TIF 25 year Life: Expires December, 2031
- City Participation:
 - 100% of Tax Rate (*amended in 2008*)
 - 25 years
- Dallas County Participation:
 - 65% of Tax Rate
 - 20 years



Use of Sub-areas In TIF #1

- Multiple projects are envisioned under master TIF designation:
 - Use of **Sub-areas** to designate repayment source
 - Track increment by sub-areas and overall
 - “Un-allocated” for Non-Sub-areas
- Two TIF #1 projects have been initiated:
 - 2007 - **Centennial Park/Brick Row**: Sub-area #2
 - 2010 - **Datacenter Park** at Collins Tech Park: Sub-area #3
 - *(Sub-area #1 for Towne Central was never completed with Home Depot project – Sub-area #1 is reserved)*



TIF #1

A 5-year "Economic Climate" Summary					
2006	2007	2008	2009	2010	2011
(Start)					

- The first five years since 2006 for TIF #1 have been ***tough, but still successful.***
- Over the five years, area has had overall devaluation pressure from commercial value reappraisals:
 - Largely a reflection of overall economic condition
 - Vacancy Impacts: Collins Crossing building, 901 S. Central (old BCBS), demolition phase of projects, etc.
- Significant constraint on credit markets for projects
- Economic impact on many market sectors: office, retail, etc.

FY	TIF #1 Total Appraised Value	From Prior Year
07-08	\$496,125,730	+
08-09	\$518,506,398	+
09-10	\$476,631,877	-
10-11	\$464,879,804	-
11-12	\$496,031,817	+

2011-2012 Annual Impact

Un-bundled

- A closer look at current 2011-2012 show impactful story – **positive activity** in TIF-supported sub-areas
 - Table below summarizes two TIF Sub-areas within TIF#1 and other areas of interest:

TIF Subzone/Area	2006 Base Tax Value	2011 Tax Value	TIF Increment (2011-2006)	TIF Revenue
Brick Row *	10,704,578	44,368,620	33,664,042	213,820
Collins Tech *	5,813,330	34,377,290	28,563,960	181,427
Eastside	18,102,282	45,886,870	27,784,588	176,476
Town Central/ <i>Reserved</i>	18,816,230	14,264,750	(4,551,480)	(28,909)
Unallocated	376,941,258	357,134,287	(19,806,971)	(125,806)
Total	430,377,678	496,031,817	65,654,139	417,008
* TIF Sub-areas				

TIF #1/Sub-area #2

Brick Row/Centennial Park

- Area: 30-acre project
 - NW Corner of Greenville at Spring Valley
- Project Summary:
 - Mixed Use TOD Development: Townhomes, Multi-family, Retail/Office
 - Property Purchases/Consolidation, Demolition, New Infrastructure & Park
- Start Year: 2007
- **Property Value Change:**
 - **Base Year (2006) Value: \$10.7 million**
 - **2011 Value: \$44.4 Million**
 - **% Change: +314%**
- TIF Agreement: \$9.58 million
- Total TIF Payment made through FY2010-2011 to Sub-area #2: \$10,407
 - *Factors: Transition years of reduced value, pending acceptance of improvements*





Before





After

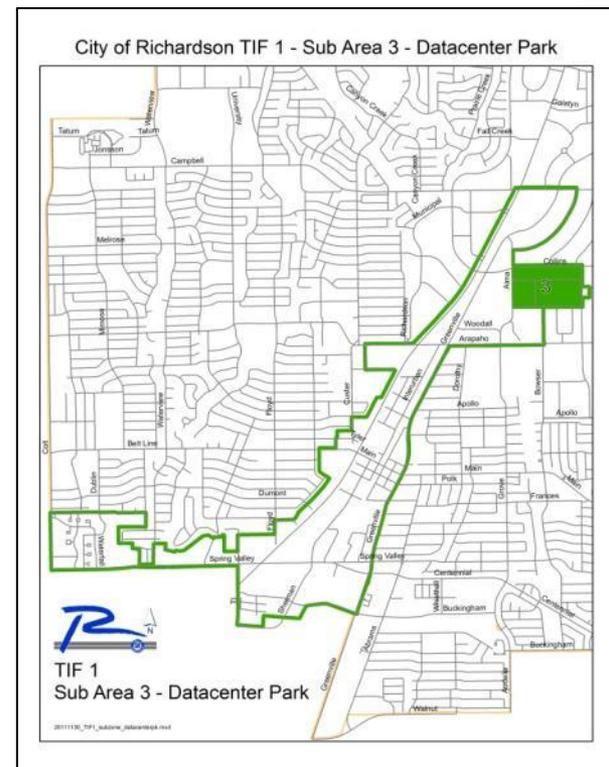
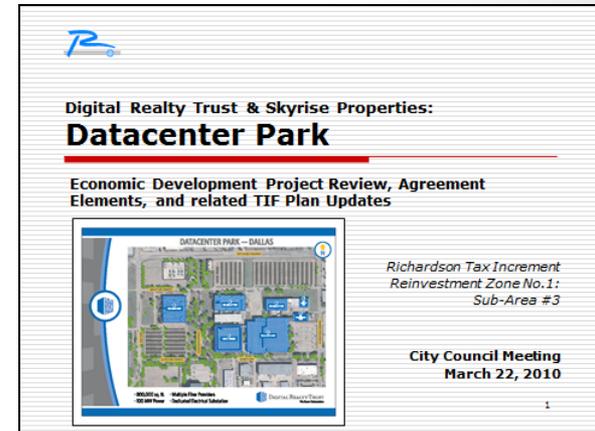




TIF #1/Sub-area #3

Datacenter Park

- Area: 68-acre project
 - SE Corner of Collins at Alma
- Project Summary:
 - Mission-critical data center for server hosting operations
 - Upgrade of important electrical power sub-station to support 800,000 sf of existing building conversions to data centers
- Start Year: 2010
- **Property Value Change:**
 - **Base Year (2006) Value: \$5.8 million**
 - **2011 Value: \$34.4 Million**
 - **% Change: +491%**
- TIF Agreement: \$5.0 million
- Total TIF Payment made through FY2010-2011 to Sub-area #3: \$60,384
 - *Factors: Project completion & acceptance, rate of development*





DATACENTER PARK — DALLAS

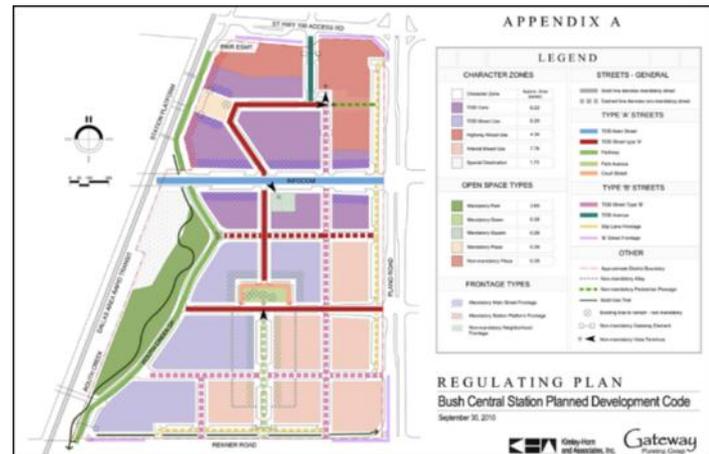
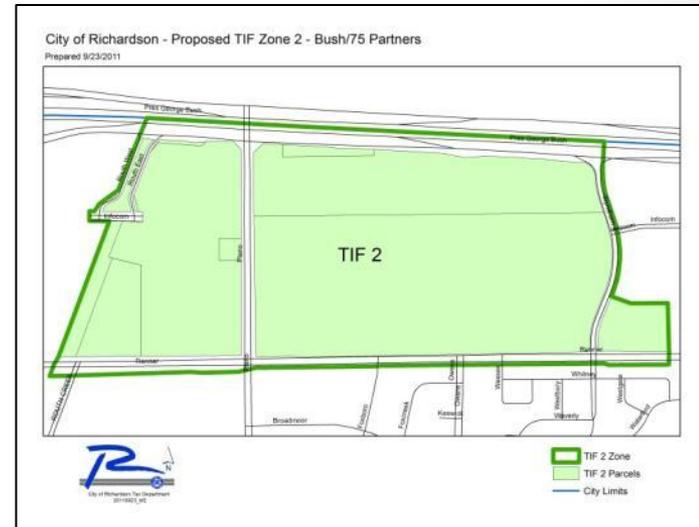
- 800,000 sq. ft.
- 100 MW Power
- Multiple Fiber Providers
- Dedicated Electrical Substation

DIGITAL REALTY TRUST
We Know Datacenters

TIF #2 Overview

Bush/75 Partners

- Created on November 14, 2011
- 211 acres
- 2011 Base Year Taxable Value: \$37,485
- City TIF 25 year Life: Expires December, 2036
- City Participation:
 - 67% of Tax Rate
 - 25 years
- Collin County Participation Request (pending):
 - 50% of Tax Rate
 - 25 years
- Prospects of \$788 million real tax value in 2036 through development of 5.6 million sf of mixed-use development
- Pending TIF project support considerations of \$94 million



Summary

Overall Key Accomplishments

- **Strong, committed focus** on southern US75/W. Spring Valley Corridor for Redevelopment
 - Increased inquiries
 - Regional awareness and attention
- Structured **Public/Private participation posture** for infrastructure development on new Bush/US75 development
- Recall Key TIF Objective:
 - Stimulate: **1) Action, 2) Pace, 3) Quality**
- +314% change for the 30-acre redevelopment at **Centennial Park/Brick Row**
- +491% change for the 68-acre redevelopment at **Collins Tech/ DRT's Datacenter Park**
- **Appreciation to:**
 - **Community**
 - **Ownership/Development Partners**
 - **TIF Board**
 - **County Partnerships**



Summary

Outlook

- Outlook for firming property values:
 - Overall Commercial market values strengthening
 - Positive impact of key occupancies: Fossil, Collins Crossing, etc.
 - Ongoing “completion” of projects: Brick Row and Datacenter Park
- Growing attention to Richardson opportunities
- Active late-2011 interest in development inquiries
- Connected Efforts with TIF:
 - Retail Renewal Strategies
 - Use of Special Study areas to clarify redevelopment vision for various areas (*ie.: Old Downtown & U.S.75 Corridor*)
 - Synergy with key public works efforts: Central Trail construction, Floyd Branch drainage upgrades, etc.
 - Cottonbelt Rail access at 190 DART station
- Completion of Collin County’s consideration for TIF #2 & #3

