



RESOLUTION NO. 2026-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, AUTHORIZING EXECUTION OF A RESIDENTIAL DEMOLITION/REBUILD PROGRAM INCENTIVE AGREEMENT FOR THE OWNER OF PROPERTY AT 12821 EPPS FIELD ROAD FOR A FOUR (4) YEAR PROPERTY TAX REBATE AND A \$20,000 CASH GRANT INCENTIVE; AUTHORIZING EXECUTION AND ADMINISTRATION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmers Branch has established a Residential Demolition/Rebuild Incentive Program pursuant to Chapter 380 of the Texas Local Government Code for the purpose of promoting the redevelopment of existing single-family housing stock within the City (the “Incentive Program”); and

WHEREAS, the owner of the property generally located at 12821 Epps Field Road, Farmers Branch, Texas, has made an application for the Incentive Program; and

WHEREAS, City Administration, having reviewed the foregoing application, has determined that the demolition and reconstruction of the residential structure on the above-described property qualifies for the Incentive Program; and

WHEREAS, the City Council of the City of Farmers Branch finds it to be in the public interest to authorize the execution of an agreement setting forth the terms and conditions by which the owner of the above-described property will receive the benefits of the Incentive Program.

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

SECTION 1. The City Manager is hereby authorized to execute on behalf of the City of Farmers Branch a Residential Demolition/Rebuild Program Incentive Agreement with Joyce Lieu, the owner of property located at 12821 Epps Field Road, Farmers Branch, Texas, substantially in the form set forth in Exhibit “A,” attached hereto and incorporated herein by reference.

SECTION 2. The City Manager has full authority to administer the above approved agreement on behalf of the City including, but not limited to, providing notices of default and termination as the City Manager may, from time to time, deem appropriate and necessary.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
FARMERS BRANCH, TEXAS, THIS 6th DAY OF JANUARY 2026.**

ATTEST:

Erin Flores, City Secretary

APPROVED:

Terry Lynne, Mayor

APPROVED AS TO FORM:

David M. Berman, City Attorney
(DB 12.6.25)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**RESIDENTIAL DEMOLITION/REBUILD PROGRAM
INCENTIVE AGREEMENT**

This Residential Demolition/Rebuild Program Incentive Agreement (“Agreement”) is made by and between the City of Farmers Branch, Texas (“City”), and Joyce Lieu (“Owner”), acting by and through their respective authorized officers and representatives or individually, and is effective as of the last date of signature hereof (“Effective Date”).

WITNESSETH:

WHEREAS, Texas Local Government Code Chapter 380 allows City to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing housing stock within City’s incorporated limits promotes economic development and is essential for City’s continued economic growth and vitality; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within City’s incorporated limits, which in turn stimulates growth, creates jobs, and increases property and sales tax revenues; and

WHEREAS, the promotion of the redevelopment of the housing stock within City’s incorporated limits is a major contributing factor to City’s growth, which in turn stimulates trade and commerce and reduces unemployment; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since businesses will look to the available housing stock to meet the needs of management and the work force; and

WHEREAS, City has determined that providing an economic development incentive in accordance with this Agreement will further City’s objectives, will benefit City and City’s inhabitants and will promote local economic development and stimulate business and commercial activity within City’s incorporated limits; and

WHEREAS, Owner is the owner of a one-family detached residential dwelling located at 12821 Epps Field Road, Farmers Branch, Texas; and

WHEREAS, Owner intends to demolish the residence and construct a new one-family detached residential dwelling thereafter (hereinafter defined as the “New Residence”) to be occupied by Owner as a residence homestead after completion of construction; and

WHEREAS, Owner has been approved as an eligible participant and the demolition of the residence and the construction of the New Residence has been approved as an eligible project

under City's Demolition/Rebuild Property Tax Incentive Program (hereinafter defined as the "Program");

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I

Term

The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article II

Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Annual Incentive(s)" means four (4) annual grant payments each in an amount equal to the incremental increase in ad valorem taxes assessed and paid on the Improvements between the Base Year and each succeeding year. Ad valorem taxes against the Land are not included in this determination.

"Cash Grant" means a grant in the amount of \$20,000.00, payable upon Completion of Construction.

"Base Year" means the calendar year in which the Commencement of Construction occurs.

"Commencement of Construction" means the date that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Approved Project; and (ii) all necessary permits for the construction of the New Residence have been issued by all applicable governmental authorities.

"Completion of Construction" means that (i) substantial completion of construction of the New Residence has occurred; and (ii) City has issued a final certificate of occupancy or has passed final inspection by the City.

"Event of Bankruptcy or Insolvency" means insolvency, appointment of receiver for Contractor or Property Owner 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 Owner and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Force Majeure" shall mean an event wholly or partially preventing a Party from the performance of any obligation or duty placed on such Party by reason of or through work strikes,

stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the Party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"). In the event of Force Majeure, the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the Party complies with the provisions herein. Specifically, the Party asserting Force Majeure (i) shall give prompt written notice to the other Party of the prevention of performance as soon as the asserting Party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the Party used reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable. The failure to provide the notice required herein shall be deemed a forfeiture of any claim of Force Majeure.

"Grants" shall mean the Annual Incentives and Cash Grant, collectively, payable under this Agreement.

"Impositions" means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Owner or any property or any business owned by Owner within City's incorporated limits.

"Improvements" means the single-family dwelling and structures situated on the Land which on which ad valorem taxes are assessed. Improvements do not include the Land.

"Land" means the real property located in the City of Farmers Branch, Texas, on which the Residence is located, but excluding any improvements, which property is described as:

Being Lots 10 & 14.28 Lot 4 of Valley View 6, an Addition to the City of Farmers Branch, Texas, according to the Map Records of Dallas County, Texas (more commonly known as 12821 Epps Field Road, Farmers Branch, Texas).

"New Residence" means a new single-family detached dwelling to be constructed on the Land, excluding the Land, which has a floor area of not less than 3,000 square feet of air-conditioned space and a Taxable Value (not including the Land) of not less than \$480,000.00 as of January 1st of the calendar year following the date of Completion of Construction.

"Payment Request" means a written request from Owner submitted to City on or before April 1st of each applicable calendar year for the payment of the Annual Incentive, accompanied by a tax receipt showing that the ad valorem taxes assessed against the Land and the New Residence for the preceding tax year have been paid in full, and such other information as City may reasonably request.

“Project” means the demolition of the existing single-family dwelling and the construction of the New Residence on the Land.

“Taxable Value” means the appraised value of the Residence or the New Residence, as the case may be, as certified by the Dallas Central Appraisal District, or its successor entity, as of January 1st of a given year.

Article III Economic Development Incentive

3.1 Annual Incentives Payment. Subject to Owner’s continued satisfaction of the terms and conditions of this Agreement and the obligation of Owner to repay the Annual Incentives pursuant to Section 5.2 hereof, City agrees to provide the Annual Incentives to Owner in four payments, each to be paid not later than the thirtieth (30th) day after City receipt of the applicable Payment Request. Payment Requests shall be submitted no later than April 1 of the year following the year in which ad valorem taxes are imposed. The first Payment Request shall be submitted by April 1 of the year following the year in which Completion of Construction occurs. The remaining three subsequent Payment Requests shall be submitted no later than April 1 of each succeeding year. If ad valorem taxes assessed or paid on the improvements in any applicable year do not exceed the taxes assessed in the Base Year, no Annual Incentive will be due. The submission of a Payment Request is a precondition to payment of an Annual Incentive.

3.2 Cash Grant. Upon Completion of Construction, the City will, within thirty (30) days thereafter, remit to Owner a grant in the sum of \$20,000.00. As a precondition, Owner shall submit a written request for payment.

3.3 Current Revenue. The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by City. All grants due in any fiscal year shall lapse upon the City’s failure to appropriate funds for that fiscal year. Under no circumstances shall City’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of City’s obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other party.

Article IV Conditions of Grants

City’s obligation to pay the Grants shall be conditioned upon Owner’s continued compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Agreement and this Article.

4.1 Inspections. Owner agrees to submit to periodic inspections of the New Residence by City during the period beginning with the date of Commencement of Construction and ending on the date of Completion of Construction.

4.2 Construction of the New Residence. Subject to delays resulting from events of Force Majeure, Owner shall cause Commencement of Construction to occur within 270 days, and shall cause Completion of Construction to occur on or before twenty-four (24) calendar months, of and from the Effective Date of this Agreement.

4.3 The size of the New Residence shall be at least 3,000 square feet of air-conditioned space, and, on January 1 of the year following the date of Completion of Construction, has a Taxable Value of not less than \$480,000.00.

4.4 The Completion of Construction shall occur within twelve (12) months after demolition of the existing residence from the Land, subject to events of Force Majeure.

4.5 Owner shall continuously occupy the New Residence as a residence homestead through the expiration of this Agreement. The Land shall not be sold to a third party without the City's prior written consent.

Article V Termination

5.1 This Agreement shall terminate upon the occurrence of any one of the following:

- (a) Mutual agreement of the Parties;
- (b) If any Impositions owed to City or the State of Texas by Owner shall become delinquent (provided, however, Owner retains the right to timely and properly protest and contest any such Impositions) and City provides Owner notice of termination, in which case termination shall be immediate;
- (c) If Owner breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof provided by City;
- (d) If Owner suffers an Event of Bankruptcy or Insolvency;
- (e) If any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable, in which case termination shall be immediate upon the effective date of said law or the date the judgment becomes non-appealable;
- (f) The sale or transfer of title to the Land without obtaining prior written consent from City for assignment of this Agreement to the new owner;
- (g) The destruction by fire or other casualty of the New Residence, where the cost of repair of the destruction is at least 50% of the value of the New Residence; or
- (h) The failure of Owner to continuously occupy the New Residence as Owner's residential homestead.

5.2 In the event of termination by City pursuant to section 5.1(b), (c), (d), (e), (g), or (h), Owner shall immediately repay to City an amount equal to the total amount of Annual Incentives paid to Owner, if any, prior to termination of this Agreement.

Article VI **Miscellaneous**

6.1 Assignment. This Agreement and the Grants to be paid hereunder may not be assigned without the prior written consent of City.

6.2 Binding Agreement. The terms and conditions of this Agreement are binding upon the heirs, successors and assigns of the Parties, including, but not limited to, successors in title to the Land.

6.3 Limitation on Liability. It is understood and agreed between the Parties that Owner, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.4 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.5 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Contractor, to:

Joyce Lieu
5709 Orchid Ln
Dallas, TX 75230

If intended for City, to:

City of Farmers Branch, Texas
Attn: City Manager
13000 William Dodson Pkwy.
Farmers Branch, Texas 75234

With a copy to:

David M. Berman, City Attorney
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard Street, Suite 1800
Dallas, Texas 75201

6.7 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

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

6.9 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.10 Legal Construction. 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.11 Recitals. The recitals to this Agreement are incorporated herein.

6.12 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.13 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.

6.14 Employment of Undocumented Workers. During the term of this Agreement Property Owner agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Property Owner shall repay the amount of the Annual Grants and any other funds received by Property Owner from City as of the date of such violation within one hundred twenty (120) days after the date Property Owner is notified by City of such violation, plus interest at the rate of four (4%) compounded annually from the date of violation until paid. Property Owner is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Property Owner or by a person with whom the Company contracts.

6.15 Future Incentives. Contractor acknowledges and agrees that the Residence and the New Residence, as the case may be, at 12821 Epps Field Road, Farmers Branch, Texas, will not be eligible for any other or further residential or other incentive offer now or hereafter by City.

EXECUTED on this _____ day of _____, 20___.

City of Farmers Branch, Texas

By: _____
Benjamin W. Williamson, City Manager

Attest:

By: _____
Erin Flores, City Secretary

Approved as to Form:

By: _____
David M. Berman, City Attorney
(DB 12.6.25)

EXECUTED on this _____ day of _____, 20___.

Owner

By: _____
Joyce Lieu