

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
December 11, 2012, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Invocation offered by Bart Barber, Pastor of First Baptist Church Farmersville and Pledge of Allegiance
- Welcome guests and visitors: Anyone wanting to speak on any items that are not the subject of a Public Hearing on this agenda is asked to speak at this time, with an individual time limit of 3 minutes. This forum is limited to a total of 30 minutes. Please note that the City Council cannot comment or take any action on this item.
- Announcements relating to items of public interest: Announcements regarding local or regional civic and charitable events, staff recognition, commendation of citizens, traffic issues, upcoming meetings, awards, acknowledgement of meeting attendees, birthdays, and condolences.
 - Police Chief Mike Sullivan has been appointed as a committee member for the Texas Police Chiefs Association Foundation Recognition Program

II. CONSENT AGENDA

Items in the Consent Agenda consist of non-controversial or "housekeeping" items required by law. Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually. Following approval of the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes
- B. City Financial Reports
- C. Police Department Report
- D. Code Enforcement/Animal Control Report
- E. School Resource Officer Report
- F. Fire Department Report
- G. Municipal Court Report
- H. Public Works Report
- I. Library Report
- J. City Manager's Report

III. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members may deliberate and/or request further information or

clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested.

- A. FEDC (4A) Financial Report
- B. FCDC (4B) Financial Report
- C. Planning & Zoning Minutes
- D. FCDC (4B) Meeting Minutes
- E. FEDC (4A) Meeting Minutes
- F. Parks Board Minutes
- G. Main Street Board Minutes
- H. Main Street Report
- I. Building & Property Standards Minutes
- J. TIRZ Minutes

IV. READING OF ORDINANCES

- A. Second Reading – Consider, discuss and act upon an ordinance to annex 5.921 acres into the city limits of Farmersville
- B. First and Only Reading – Consider, discuss and act upon an ordinance to establish a specific use permit for American Glory Game Room located at 2202 W. Audie Murphy Parkway

V. REGULAR AGENDA

- A. Consider, discuss and act upon an Interlocal Agreement with Collin County regarding the Collin County Open Space grant for construction of the Chaparral Trail, Phase II
- B. Consider, discuss and act upon extending an Interlocal Agreement with Collin County for Animal Sheltering Services for \$9,586.00 for fiscal year 2012-2013
- C. Consider, discuss and act upon extending the contract with Gay, McCall, Isaacks, Gordon & Roberts, attorneys for the collection of delinquent taxes for the City of Farmersville
- D. Consider, discuss and act upon recommendation from City Engineer for the construction of the Texas Capital Fund Main Street sidewalk grant – Phase 2 and allow the City Manager to execute all future documentation regarding this grant
- E. Consider, discuss and act upon an indirect sales agreement with Itron for software used with the automated meter reading systems
- F. Consider, discuss and act upon a resolution for publicly owned items to be sold at an auction
- G. Consider, discuss and act upon a resolution to name the Public Safety Building the Charles R. Curington Public Safety Building
- H. Update on Comprehensive Plan
- I. Update on the electrical system

- J. Consider, discuss and act upon a Revocable License Agreement with Oneok Sterling III Pipeline, LLC regarding the permission to construct and install an underground natural gas pipeline crossing the Chaparral Trail
- K. Update on Highway 380 TxDOT project

VI. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

VII. ADJOURNMENT

No action may be taken on comments received under "Recognition of Visitors".

Dated this the 7th day of December, 2012.



Joseph E. Helmberger, P.E., Mayor

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information).

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 972-782-6151 or Fax 972-782-6604 at least two (2) working days prior to the meeting so that appropriate arrangements can be made. Handicap Parking is available in the front and rear parking lot of the building.

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted December 7, 2012 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: CONSENT AGENDA - City Council Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.jsp

(II - A)

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
NOVEMBER 13, 2012

The Farmersville City Council met in a regularly called session on November 13, 2012 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Joe Helmberger, Pansy Hundley, Michael Carr, Billy Long, Russell Chandler and Jim Foy. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, Assistant to the City Manager Paula Jackson, Court Clerk Christi Dowdy, Finance Director Daphne Hamlin, Librarian Trisha Dowell, City Attorney Alan Lathrom and City Secretary Edie Sims.

Item I) CALL MEETING TO ORDER, ROLL CALL

Mayor Helmberger called the meeting to order. Edie Sims called the roll and announced a quorum was present. Mayor Helmberger welcomed all guests and visitors. Bishop David Marbles of the Church of Jesus Christ of Latter Day Saints offered the invocation.

Mayor Helmberger read a letter of commendation regarding the EMS team that assisted a medical patient on October 15, 2012. Mayor Helmberger thanked the LDS Church for their mission work in Farmersville which included the Chaparral Trail and assistance at the Rike Library. Mayor Helmberger commended the Farmersville Fire Department on the successful completion of the ISO audit. Mayor Helmberger commended Police Chief Mike Sullivan for becoming a Certified Firefighter. And lastly, Mayor Helmberger announced the birth of his first grandchild.

Item II) CONSENT AGENDA

Mayor Helmberger requested to pull Item A – City Council Minutes, Item B – City Financial Report, Item G – Municipal Court Report, and Item H – Public Works Report for discussion. Russell Chandler motioned to approve the items C, D, E, F, I and J of the Consent Agenda as presented with Jim Foy seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item A – City Council Minutes: Mayor Helmberger questioned the use of “Motion passed with full Council approval” when only 3 members of the Council were present at the October 9th Council meeting. City Secretary Edie Sims stated the method has been consistent with the full Council being all present at that specific meeting. Mayor Helmberger also noted that the request regarding a plan to be developed surrounding the parking issues at the Spain Athletic Complex was not included on the October 9th minutes.

On the October 23rd minutes, Mayor Helmberger requested clarification from Jim Foy regarding the 11¢ average for the electric surcharge. Mr. Foy requested to strike the statement “...increase which would average 11¢.” Mayor Helmberger also stated an error of Mr. Ken Wesson’s name showing the correct spelling. Mayor Helmberger also indicated he liked the word “futuristically” but asked it be changed to “In the future....” The term silage was used with Mayor Helmberger requesting a change to sewer and to clarify the 3 mile radius of the wastewater treatment facility discussion.

Jim Foy motioned to approve Item A – City Council Minutes with the aforementioned amendments with Billy Long seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item B – City Financial Report: Mayor Helmberger requested Finance Director Daphne Hamlin to review each fund with the Council.

The General Fund reflects a revenue balance budget as of September 2012 of \$70,105 with an expenditure budget balance of \$180,563. An overall deficit of \$110,458 is reflected as unaudited figures. The Interest and Sinking Fund revenues are down due to the taxes not coming in. The Refuse Fund shows 103% revenues collected with 106% expenditures. This is due to 13 months of expenditures rather than the standard 12 months. This issue will be corrected during the audit. The Water Fund is up 108% in revenues with 94.85% of expenditures to finish the year. The Wastewater Fund had 93% in revenues with expenditures reaching 85.98%. Overall the Water and Wastewater Funds are in good shape. The Electric Fund also ended the year with 100% revenues collected and 98% expenditures.

With the amendments to the budget made throughout the year, the budget ended on a good note. Again, Ms. Hamlin referred to the figures as being unaudited.

Billy Long motioned to approve Item B – City Financial Report with Michael Carr seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item G – Municipal Court Report: Mayor Helmberger made comment of the Court revenues peaking every 4 months. Court Clerk Christi Dowdy informed the Council that the income trends do not have rhyme or reason. Normally income rises during the months of March and April due to income tax returns, but there is not a reason for any peaks of income. Jim Foy stated he noticed only 2 cases were cleared by the collection agency. This collection agency made promises; however none of those promises were fulfilled. Ms. Dowdy informed the Council that she had performed an internal audit and was very successful with placing many warrant recipients on a payment plan. The collection agency has not been successful and the contract will end early next year. City Manager Ben White indicated that more has been accomplished internally than externally.

Russell Chandler motioned to approve Item G – Municipal Court Report with Billy Long seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item H – Public Works Report: Mayor Helmberger requested tabulation on the progress of the General Obligation Bonds.

City Manager Ben White announced street work through the GO Bond has begun on Sycamore Street with the painting of sections to be identified as problem areas. Additional survey work will need to be performed and then Daniel and Brown will provide a bid packet for construction. The original budget for this street is \$100,000; however Mr. White is confident that \$70-80,000 can be used and allows City Public Works to manage the project. This will be a huge savings as we have staff members who are very well versed with streets. The next issue to be address will be Hamilton Street between Yucca and Gaddy Streets. The reason for the street issues is due to water line issues. The utilities will need to be moved outside the street which City crews can accomplish. The main problem with this area will be the driveway crossings. Currently no projections have been prepared but survey work and engineering will be acknowledged and turned into a bid package. Daniel and Brown will lend all technical support. Jim Foy questioned if Collin County has been considered for the overlay projects with Mr. White indicating that Collin County has been considered if their prices are competitive. Orange Street will be a project by the County next year and County Road 557 will be a project

under immediate implementation. Collin County Public Works completed Old Josephine Road where a culvert was sinking.

Mr. White indicated that the focus is on Sycamore and Hamilton Streets. Then next will be the overlay projects, one behind another. Once the overlay projects are complete, then the extensive projects will be picked up.

In relation to the General Obligation Bond, the water related topics include the Automated Meter Reading system. A prototype has been delivered and an initial 50 systems will be installed at Willow Brook Estates, along FM 2194 and at each Council person's residence. The Wastewater projects listed for the GO Bond will be worked after taking care of the water projects first; however engineering will be prepared in advance so the projects can begin without delay.

Jim Foy mentioned that the water calendar chart shows our water loss at 9% whereas nationally the average is 20% water loss. Mr. White indicated that efforts are being implemented to record water losses more efficiently and to include flushing lines.

Another item brought to the Councils' attention is the water line interconnection at Raymond Street which is being connected now. Mayor Helmberger also requested an update on Phase 3 of the Highway 380 project.

Jim Foy motioned to approved Item H – Public Works Report with Michael Carr seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item III) INFORMATIONAL ITEMS

Council did not request further information or clarification regarding Informational Items.

Item IV – A) PUBLIC HEARING – A PUBLIC HEARING IN REGARD TO THE SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION ENHANCEMENT PROGRAM FUNDS TO ASSIST IN THE CONSTRUCTION OF THE MULTI-PURPOSE PATHWAYS IN THE CITY

Mayor Helmberger opened the Public Hearing at 6:33pm and asked for those to come forward who were for approving the annexation of property. Diane Piwko, residing at 200 McKinney Street stated as President of the Community Development Corporation Board, the priority has been high for the Chaparral Trail project and it has great benefits to our community and wished to express her confirmation of moving forward with this funding submission.

Mayor Helmberger asked for those who were opposing the annexation of property to come forward. With no one coming forward, Mayor Helmberger closed the Public Hearing at 6:35pm.

Item V – A) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO ANNEX 5.921 ACRES INTO THE CITY LIMITS OF FARMERSVILLE

Mayor Helmberger announced that the property requested for annexation is the additional part of the parcel which the Farmersville Community Development Corporation recently purchased. Three quarters of the property is already within the incorporated limits of the City of Farmersville and 5.921 acres is the remainder of this parcel. Billy Long motioned to approve the ordinance as presented at the first reading with Jim Foy seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item V – B) FIRST AND ONLY READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE REGARDING A BUDGET AMENDMENT FOR FISCAL YEAR 2012-2013 REGARDING MATCHING FUNDS FOR THE CHAPARRAL TRAIL GRANT PROJECTS

City Manager Ben White informed the Council that the City was funded a matching grant through Collin County Open Space. The City must have \$150,000 and Collin County will fund \$150,000. The Community Development Corporation was gracious to fund \$50,000 which left \$100,000 for the City to fund. This project will bring the Chaparral Trail to a mid-point of completion. Phase 1 was with Texas Parks and Wildlife funds which consisted of decomposed granite installation. Phase 2 will be funded through Collin County Open Space funds which will allow decomposed granite to be installed closer to the end of the trail. Phase 3 will hopefully be funded by the TxDOT Enhancement Grant which was just approved for the grant submission which will have all the amenities and dress up improvements to the end of the trail at Hunt County line. Mr. White stated he felt the Chaparral Trail is a good use of the expenditures from the surplus fund.

Mayor Helmberger announced that he and Mark Vincent are presently on the Board of the North East Texas Trail Association. Farmersville has been diligently working toward the construction of our portion of the trail since 2005. Recently, Texas Highways Magazine came and did a photo shoot of Chaparral Trail which will be published in March 2013. Many people along the trail have been working toward completion of this 130 mile trek from Farmersville to New Boston.

City Manager Ben White indicated our cash position is very good and the expenditure will not reduce our surplus significantly. The unrestricted funds will go up after the audit has been completed. Billy Long motioned to approve the ordinance as presented with Michael Carr seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item V – C) FIRST AND ONLY READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE REGARDING A BUDGET AMENDMENT FOR FISCAL YEAR 2012-2013 REGARDING THE PURCHASE OF LIGHTING TO ENHANCE THE LIGHTING AND SAFETY OF THE DOWNTOWN AREA

City Manager Ben White proposed the budget amendment ordinance as presented. The City had been funded a grant through Texas Capital Funds for sidewalks in the downtown area. When all the sidewalks were completed, funding was still remaining and a change order was requested to install lighting for enhancements and safety to the downtown area. The Texas Capital Fund board has denied the change order request stating that the change order was not part of the initial grant submitted. Grantworks is protesting the Texas Capital Funds board; but, the project is still a viable need to provide proper lighting and safety to our downtown area. The project would raise the banner height and would provide improved lighting. Mr. White suggested we move forward with the project which will benefit the City. In conjunction with the downtown project, the sidewalks were also associated with the Farmersville Historical Society's Bain-Honaker House. Replacements from the downtown area will be rejuvenated and used at the Bain-Honaker House. Mr. White indicated this is not a project which must be done, but if we move forward, the funding requested would be for materials only. Mr. White also presented a sample light that included newly advanced LED lighting for this type of decorative street light. The operation of LED lights would be approximately \$450 versus the cost of metal halide installation cost is \$100; however the reliability and long term efficiency will pay for itself within 3-4 years.

Again, Mr. White stated that this project does not have to be done, but we are in a good cash position at this time and this would allow us to complete this project. Grantworks, if successful, may be able to work with Texas Capital Fund board to reimburse us for this expenditure. The remainder of the poles not utilized at the Bain-Honaker House can be reutilized on the Chaparral Trail and provide more lighting.

Jim Foy expressed concern that even with the new lighting in the center median, that the sidewalk will still not meet ADA compliance requirements. Mayor Helmberger stated that as long as we are not designating that area as the ADA route, we can move forward with the project. The ADA route will be along the sidewalks on the east side of the street along South Main.

Billy Long motioned to approve the ordinance as presented with Michael Carr seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item V – D) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE MASTER FEE SCHEDULE REGARDING AN ELECTRICAL SURCHARGE RATE FOR THE CITY OF FARMERSVILLE'S ELECTRICAL SYSTEM

Mayor Helmberger stated that funding for maintenance and repairs regarding our electric system have not been budgeted for several years. We must place funding in our budget to prepare for a catastrophic event.

City Manager responded by introducing an electrical system surcharge estimating tool which was provided by Dwight Yarborough, representative of Sharyland Utilities. The goal is to raise \$12,500 per month which is a good number to achieve. There is a need for more funding, but the \$12,500 per month will allow us to get a good start to moving forward with our electrical system. This target will produce \$150,000 per year with the vast majority being residential customers.

Mr. White indicated that another possibility would be to charge an overall kilowatt rate by applying \$.005 per kilowatt hour. This rate was based on historical data over the past two years. This method is variable based on the kilowatt hours sold whereas the set rate as provided by the estimating tool is more definitive. Either way though, both will achieve the goal of \$150,000 per year.

Mr. White also indicated that the surcharge fee must be separated on the bill and will be placed in a specific fund to be used only for maintenance, repairs and improvements to our electrical system. Mr. White also indicated that at some point if enough funds are saved that the surcharge fee could be removed. Jim Foy stated that several years ago Sharyland had indicated between \$500,000 - \$600,000 was needed for improvements to our electrical grid. This is a great start; however Mr. Foy preferred the kilowatt charge versus a flat rate monthly charge. Pansy Hundley indicated her preference of a per kilowatt charge which allows a charge per use.

Jim Foy motioned to approve adopting an ordinance with the surcharge rate of \$.005 per kilowatt hour and not make a differentiation between types of customers and that all funds will be kept separate. Billy Long seconded the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item VI – A) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION THAT AUTHORIZES THE SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR STEP (SAFETEA-LU) FUNDS FOR ASSISTANCE IN CONSTRUCTING THE CHAPARRAL TRAIL EXTENSION AND ALLOW THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REGARDING THE GRANT AND OTHER INFORMATION REGARDING THE PROJECTS ON THE CHAPARRAL TRAIL

A resolution was presented to the Council to make an application for a funding opportunity through Texas Department of Transportation to complete the Chaparral Trail. The resolution does require an amendment from a pledge of 20% match to 30% match to enhance the City's leverage of attaining the funding.

City Manager Ben White took this opportunity to also inform the Council of the existing project along the Chaparral Trail which is being funded by the Texas Parks and Wildlife grant. This portion of the project allowed for decomposed granite to be placed a little over half way from the edge of the City toward the end at the Hunt County line and is expected for completion by December 2012. Phase 2 of the project will be funded by the Collin County Open Space grant which will improve the trail further and is expected completion by June 2013. Phase 3, which is regarding the resolution for application through TxDOT as presented, would complete the trail with amenities including a restroom facility, signage and entry way at FM 2194. Russell Chandler motioned to approve the resolution as presented with Michael Carr seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item VI – B) CONSIDER, DISCUSS AND ACT UPON A CONTRACT AMENDMENT FOR EMS SERVICES THROUGH COLLIN COUNTY

City Manager Ben White informed the Council that contract amendment for EMS services through Collin County is a standard contract that is performed annually. The amount budgeted for the City's 2012-2013 fiscal year budget is correct with the amount reflected on the contract amendment. Billy Long motioned to approve the amendment as presented with Michael Carr seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes and Jim Foy yes. Russell Chandler abstained from voting. Motion passed with 4 votes of approval and 1 abstention.

Item VI – C) CONSIDER, DISCUSS AND ACT UPON A REVOCABLE LICENSE AGREEMENT WITH ONEOK STERLING III PIPELINE, LLC REGARDING THE PERMISSION TO CONSTRUCT AND INSTALL AN UNDERGROUND NATURAL GAS PIPELINE CROSSING THE CHAPARRAL TRAIL

Mayor Helmberger stated that by Oneok Sterling III Pipeline not producing the Exhibit reflecting the placement of the pipeline, we do not have specific information on the crossing of the City property; therefore, no action was taken by the Council. Mayor Helmberger stated that the proposed depth of 60 inches below existing grade is not sufficient and requested the encasement be a minimum of 12 feet below existing grade.

ITEM VI – D) UPDATE ON THE COMPREHENSIVE PLAN

City Engineer Eddy Daniel came before the Council with a revised calendar of events surrounding the Comprehensive Plan and the stages for approval. After a recent meeting with Janet Tharp who is performing the Plan, the presentation meeting for the FEDC and FCDC has been moved forward one month which will also move forward the adoption by the P&Z and City Council a month forward. Revised drafts are being prepared which will then be presented to the FCDC, FEDC, along with an additional public meeting then on to Planning & Zoning

Commission and finally having adoption by the City Council on February 26, 2012. This is a significant plan to help us with the direction of the City's future and Ms. Tharp wants all the input by the public as possible. City Manager Ben White indicated that he felt we were pressing too hard which could create a product that wasn't perfectly prepared. Eddy Daniel indicated the delay will not be too significant, but will allow enough time for corrections and additions. With the FEDC funding this project, it is correct to have them briefed early in the final processes. Once the Council has adopted the Plan, impact fees will be pursued. Mr. White denoted that Janet Tharp has had a vast amount of experience with Comprehensive Planning including performing a Plan for the City of Dallas. No action was taken by Council as this was an informative item only.

ITEM VI – E) CONSIDER, DISCUSS AND ACT UPON THE WASTEWATER TREATMENT SYSTEM AS PRESENTED BY DANIEL AND BROWN, INC.

City Engineer Eddy Daniel informed the Council that after the last Council meeting where wastewater treatment facility needs were discussed, figures have been attained regarding a package plant. Purchasing a used package plant could cost around \$875,000 which costs \$2 - \$3 per gallon per day whereas a conventional plant would cost \$5 per gallon per day. If the City chose to build a new plant, we would have to replace all of the existing capacity with the new plant producing 1,000,000 gallons per day. Mayor Helmberger announced that we are not at a point to resolve the problem. Presently, the system we have does not allow any amount of growth. Per Mr. Daniel, we can bring in the College; but we would not have the capacity for a large development at this time. By acting on our wastewater treatment system now with a package plant, we will buy a little more time. However, with a package plant, the time allowed will be 5 years and we will have other needs at that time. If we buy a new plant, we could always sell the package plant. A used plant is also an option that could also be resold at the end of its lifetime for the City.

Eddy Daniel's recommendations are as follows: 1) to proceed with preliminary design to determine budget considerations for the addition of a package sewer plant to be located at the existing plant site in order to maximize existing discharge permit; 2) begin the process for identifying the location of a new wastewater treatment plant and obtaining a new wastewater discharge permit for the City – this could take well over a year just to begin the permit process which normally takes 5 years before attaining a permit; or 3) if appropriate, take advantage of the opportunity to joint venture with a developer/others for a regional wastewater treatment plant.

Mr. Daniel recommended the City pursue option 1 and start a new discharge permit process. For an investment of \$5,000, the City can start on Phase 1. Mr. Daniel stated that he could attain budget figures for a conventional plant. The cost for a discharge permit is approximately \$75,000 - \$100,000 through Daniel & Brown, Inc. Per Eddy Daniel, we will need a package plant within one year. The City will continue working on the inflow and infiltration problems but realistically within one year, a major change to our plant must occur.

Mr. Daniel encouraged the Council to begin the process of locating a property and begin the planning for a regional wastewater treatment facility, which is a five year process. The development that has been planning to become a Municipal Utility District needs to be made aware of what the City is planning. City Manager Ben White referred the Council to the Summary of Cash Balances from the financial report. Presently the City has approximately \$647,000 that is in the reserves. This funding could be utilized for a new plant and to assist with short term issues.

Presently with this situation we are not in the driver's seat. Mr. Daniel indicated that a lot of the engineering has been done regarding a regional wastewater treatment. Jim Foy stated he is for expending \$5,000 to determine a location and laying out a preliminary timeline to also include details of a discharge permit and construction details. Mr. Daniel stated he would like to look at 2 or 3 locations and perform a detailed budget. Mr. Foy also expressed the search for a used package plant and return with figures.

Russell Chandler motioned to approve \$5,000 expenditure to Daniel and Brown as stated with Jim Foy seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM VI – F) CONSIDER, DISCUSS AND ACT UPON A PROJECT RELATED TO THE MAIN STREET SIDEWALK GRANT IN ASSOCIATION WITH THE FARMERSVILLE HISTORICAL SOCIETY WHICH WILL AFFECT THE BAIN-HONAKER HOUSE

City Manager Ben White informed the Council that a current grant through Texas Capital Funds allowed a sidewalk to be constructed down Onion Alley; however the fence would need to be moved along the Farmersville Historical Society's property at the Bain-Honaker house. Mr. White proposed to put a sidewalk on this property which will enhance the property and complete the need for ADA compliancy. Actually a portion of Onion Alley is on the Farmersville Historical Society's property. Mr. White has worked with the Historical Society and has proposed to realign the fence approximately 1.75 feet from the edge of the sidewalk and all work will be performed by City employees and the City will pay for any materials. Presently the Bain-Honaker's fence is in the City's right-of-way. The City will also move and realign the front fence to make the property cohesive. With the lighting now approved, light posts can be installed to light up the alley and the back of the Historical Society's property. Mr. White suggested that the fence at the back of the property be continued with the picket styled fence and that a gate be added for access at the rear of the property. With these enhancements, the area will be ADA compliant and will be a vast improvement for the area and the Historical Society.

At this point, the issue will be timing. The original fence will need to be removed so that the sidewalks can be completed which will parallel the fence then come back to install the lighting. Pansy Hundley informed the Council that Mr. White walked through the entire process with the Historical Society and they were pleased of the planned outcome. Jim Foy stated this plan ties in well with the plan from 2000 for the enhancements of the area. Consensus of the Council was to move forward with this project and bring forth any instruments for approval.

ITEM VII) REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

No one had items to be placed on future agendas.

ITEM VIII) ADJOURNMENT

Council adjourned at 7:52pm.

APPROVED

Joseph E. Helmberger, P.E., Mayor

ATTEST

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: CONSENT AGENDA - City Financial Reports

(II - B)

**City of Farmersville
Investment and Budget Report**

October 2012

Prepared by: Daphne Hamlin

SUMMARY OF CASH BALANCES OCTOBER 2012

ACCOUNT:	Restricted	Assigned	Account Balance
Clearing Accounts			
General Fund	\$	(37,992.92)	
Refuse Fund	\$	37,784.34	
Water/Wastewater Fund	\$	59,815.04	
Electric Fund	\$	58,716.88	
SRO Support ISD	\$ 18,538.35		
CC Child Safety	\$ 8,936.91		
Law Enf. Training	\$ 643.61		
Debt Service Revenue Payment(66.67%, \$228K)	\$ 80,921.20		
2012 Bond	\$ (2,689.00)		
Disbursement Fund	\$ (83,389.60)		
Library Donation Fund	\$ 1,557.36		
Court Tech/Sec	\$ 18,893.51		
Grants	\$ 19,375.09		
2006 C/O	\$ (361.70)		
Farmersville/Floyd CC Bond	\$ 133,818.11		
Equipment Replacement	\$ 147,710.00		
TOTAL:	\$ 343,953.84	\$ 118,323.34	\$ 462,277.18
Debt Service Accounts			
County Tax Deposit (FNB)(Debt Service)	\$ 137,351.84		
Debt Service Reserve (TXPOOL) (2 months rsv)	\$ 107,614.65		
TOTAL:	\$ 244,966.49		\$ 244,966.49

Appropriated Surplus Investment Accounts			
Customer meter deposits (Texpool)	\$ 107,406.52		
2005 C/O (Texstar)	\$ 4,116.08		
2012 G/O Bond Fire Truck (Texstar)	\$ 248,603.75		
2012 G/O Bond, streets, water, wastewater (Texstar)	\$ 1,476,630.75	-	
TOTAL:	\$ 1,836,757.10	\$ -	\$ 1,836,757.10

Unassigned Surplus Investment Accounts(future allocation)			
Gen Fund Acct. (TXPOOL)(Reso. 90 Day)	\$ 593,236.00	\$ 307,277.49	
Park Improvement (TXPOOL)	\$ 10,000.00		
Water/WW Fund (TXPOOL)(Operating 90 day)	\$ 351,805.00		
Water/WW Fund (TXPOOL)(Capital)	\$ 646,842.56		
Elec. Fund (TXPOOL) (Operating)	\$ 50,000.00		
Elec. Fund (TXPOOL)(Capital)	\$ 11,253.51		
TOTAL:	\$ 1,663,137.07	\$ 307,277.49	\$ 1,970,414.56

Contractor Managed Accounts Nonspendable			
NTMWD Sewer Plant Maint. Fund	\$ 11,324.54		
Sharyland PCRF Fund	\$ 461,081.51		
TOTAL APPROPRIATED SURPLUS	\$ 472,406.05	\$ -	\$ 472,406.05

TOTAL CASH & INVESTMENT ACCOUNTS **\$ 4,561,220.55** **\$ 425,600.83** **\$ 4,986,821.38**

SUMMARY OF CASH BALANCES OCTOBER 2012

FEDC 4A Board Investment & Checking Account				
FEDC 4A Checking Account(Independent Bank)	\$	96,290.62		
FEDC 4A Investment Account (Texpool)	\$	366,206.23		
FEDC 4A Certificate of Deposit (Independent Bank)	\$	250,000.00		
TOTAL:	\$	712,496.85	\$ -	\$ 712,496.85

FCDC 4B Board Investment & Checking Account				
FCDC 4B Checking Account (Independent Bank)	\$	88,926.17		
FCDC 4B Investment Account (Texpool)	\$	84,751.13		
TOTAL:	\$	173,677.30	\$ -	\$ 173,677.30

TIRZ Account				
County Tax Deposits				
TOTAL:	\$	-	\$ -	\$ -

Note: Salmon color used to indicate an item dedicated to a specific project or need

MONTH ENDING OCTOBER 2012

Ending Market Value for period
Weighted average maturity = 45 days

period from a source approved by the governing body. Listed below are courses Daphne Hamlin will complete to satisfy that requirement:

Daphne Hamlin, City Investment Officer

Collateralization of Bank Deposits @ October 31st, 2012

Pledged Securities	Deposit Amount	FDIC	Needed Market Value Collateral Pledged
(1) FNB Interst & Sinking	\$ 137,352 \$	250,000	
(2) FNB Operating Account	\$ 299,000 \$	250,000 \$	49,000
(3) FNB Money Market	\$ 172,422 \$	250,000	
(3) Certificate of Deposit	\$ - \$	- \$	-
(3) Certificate of Deposit	\$ - \$	- \$	-
Total:	\$ 608,774 \$	750,000 \$	49,000 Needed Pledged per Bank

Summary of Pledge Securities:

(1) First National Bank Interest & Sinking Account has 100% coverage thru FDIC at \$250,000

(2) First National Bank City of Farmersville Operating Account has 100% coverage thru FDIC (unlimited) for municipalities

General Fund Revenue



MONTHLY BUDGET REPORT

OCTOBER 2012 (1/12 MONTHS OR 8.33% OF FISCAL YEAR)

GENERAL FUND

		CURRENT FISCAL YEAR				
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE
REVENUE						% OF BUDGET
PROPERTY TAX	714,483	24,352		24,352	-	690,131
SALES TAX	329,501	27,562		27,562	-	301,939
FRANCHISE FEES	63,097	1,046		1,046	-	62,051
LICENSES/ PERMITS	34,150	2,680		2,680	-	31,470
MUNICIPAL CT FINES	95,000	11,607		11,607	-	83,393
4B SUPPORT/ REIMB	59,340	59,207		59,207	-	133
FIRE RUN PAYMENTS	109,500	416		416	-	109,084
LEASES/ RENTALS	42,968	3,952		3,952	-	39,016
MISCELLANEOUS INCOME	42,000	1,043		1,043	-	40,957
INTEREST	1,000	143		143	-	857
TRANSFERS IN	1,069,935	89,160		89,160	-	980,775
TOTAL REVENUE	2,560,974	221,168		221,168	-	2,339,806
						8.64%
EXPENDITURES (BY DEPARTMENT)						
CITY COUNCIL	13,797	2,188		2,188	-	11,609
ADMINISTRATION	488,087	26,833		26,833	-	461,254
MUNICIPAL COURT	105,800	8,482		8,482	-	97,318
LIBRARY	161,094	11,336		11,336	-	149,758
CIVIC CENTER	12,250	1,045		1,045	-	11,205
POLICE	832,955	86,234		86,234	-	746,721
FIRE	267,430	21,683		21,683	-	245,747
STREET DEPT	327,284	29,647		29,647	-	297,637
PUBLIC WORKS BUILDING	111,233	2,956		2,956	-	108,277
PARKS DEPT	249,302	19,948		19,948	-	229,354
DEBT SERVICE (LEASES)	76,469	-		-	-	76,469
TRANSFERS OUT	11,700	-		-	-	11,700
TOTAL EXPENDITURES	2,657,401	210,352		210,352	-	2,447,049
						7.92%
NET REVENUES OVER (UNDER)	(96,427)	10,816		10,816		(107,243)
EXPENDITURES						

MONTHLY BUDGET REPORT

OCTOBER 2012 (1/12 MONTHS OR 8.33% OF FISCAL YEAR)

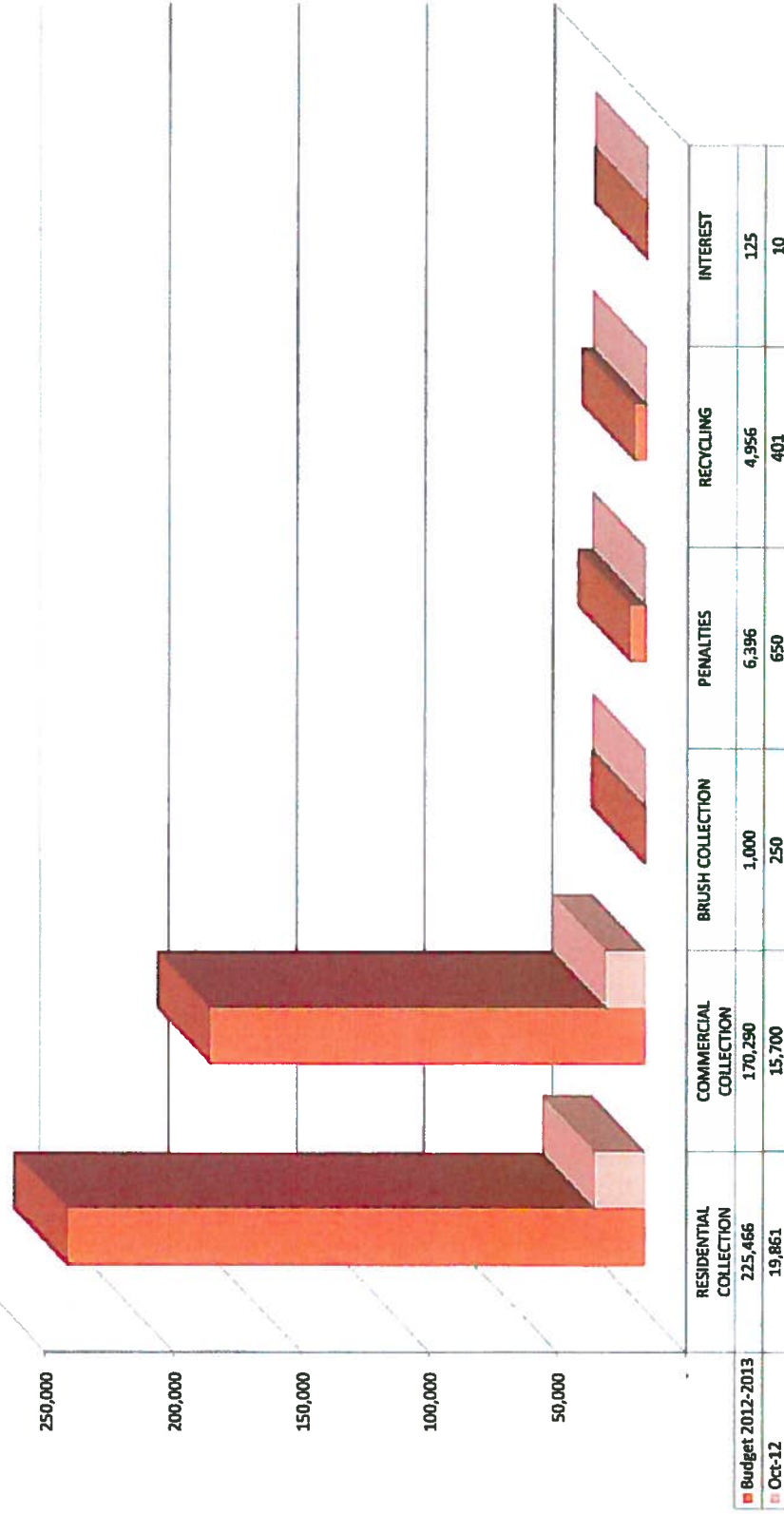
INTEREST & SINKING FUND

		CURRENT FISCAL YEAR				
		CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	BUDGET BALANCE
REVENUE						% OF BUDGET
PROPERTY TAX		358,335	11,170		11,170	313,457
INTEREST		500	44		44	456
TRANSFERS IN						-
TOTAL REVENUE		358,835	11,214		11,214	313,913
EXPENDITURES (BY DEPARTMENT)						
DEBT SERVICE PRINCIPAL		186,250	-		-	186,250
DEBT SERVICE INTEREST		137,780			-	137,780
PAYING AGENT FEES		1,000			-	1,000
TOTAL EXPENDITURES		325,030	-		-	325,030
NET REVENUES OVER (UNDER)						
EXPENDITURES		33,805	11,214		11,214	

3.12%
8.80%
0.00%
3.13%

0.00%
0.00%
0.00%
0.00%

Refuse Revenue



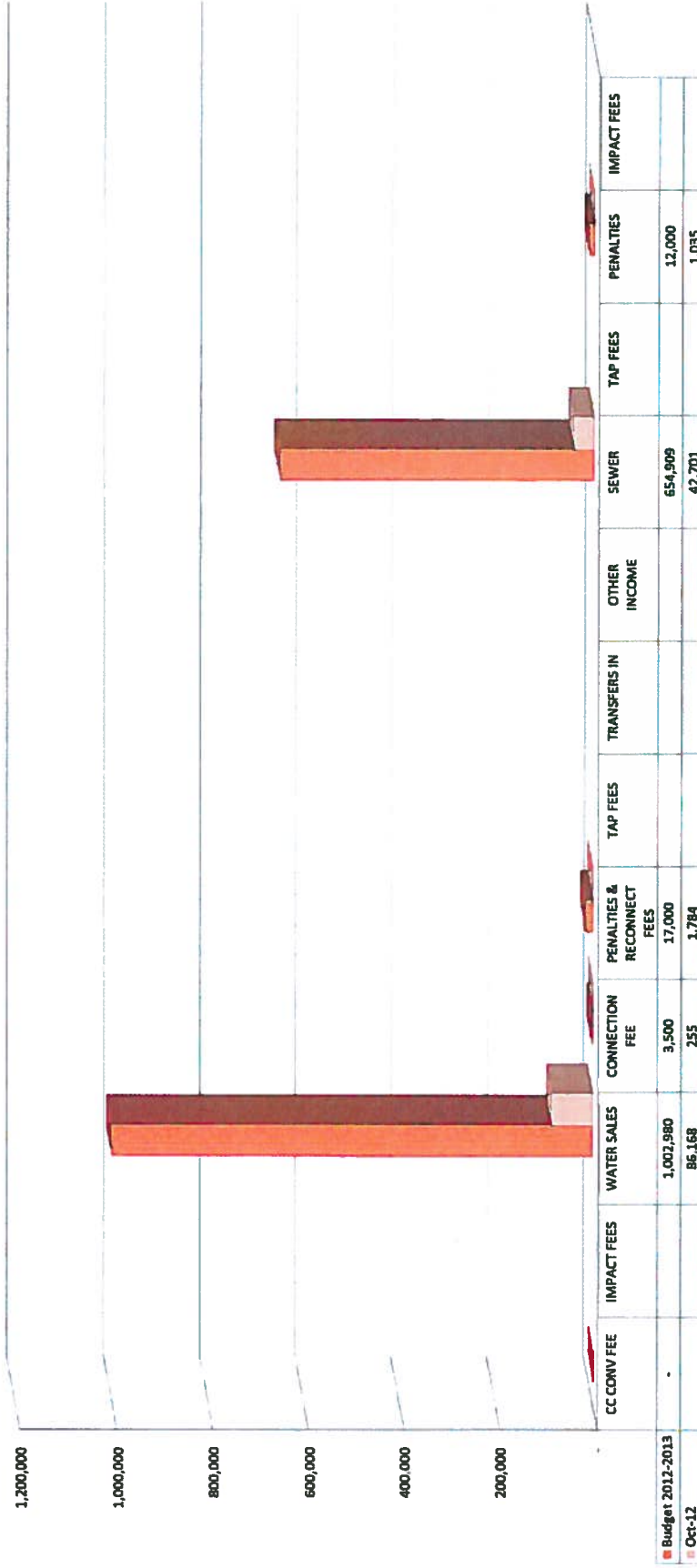
MONTHLY BUDGET REPORT

OCTOBER 2012 (1/12 MONTHS OR 8.33% OF FISCAL YEAR)

REFUSE UTILITY FUND

		CURRENT FISCAL YEAR				
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE
REVENUE						% OF BUDGET
RESIDENTIAL COLLECTION	225,466	19,861		19,861		205,605
COMMERCIAL COLLECTION	170,290	15,700		15,700		154,590
BRUSH COLLECTION	1,000	250		250		750
PENALTIES	6,396	650		650		5,746
RECYCLING	4,956	401		401		4,555
INTEREST	125	10		10		115
TOTAL REVENUE	408,233	36,872		36,872	-	371,361
						9.03%
EXPENSES						
PERSONNEL	-	-		-		-
PROFESSIONAL SERVICES	-	-		-		-
MAINTENANCE	-	-		-		-
OPERATING EXPENSES	326,603	80		80		326,523
ADMIN SUPPORT	6,455	538		538		5,917
SUPPLIES	75					75
MISCELLANEOUS	-	-		-		-
CAPITAL OUTLAY	-	-		-		-
TRANSFERS OUT	75,100	6,258		6,258		68,842
TOTAL EXPENDITURES	408,233	6,876		6,876	-	401,357
						1.68%
NET REVENUES OVER (UNDER)	-	29,996		29,996		(29,996)
EXPENSES						

Water/Sewer Revenue



■ Budget 2012-2013 ■ Oct-12

MONTHLY BUDGET REPORT

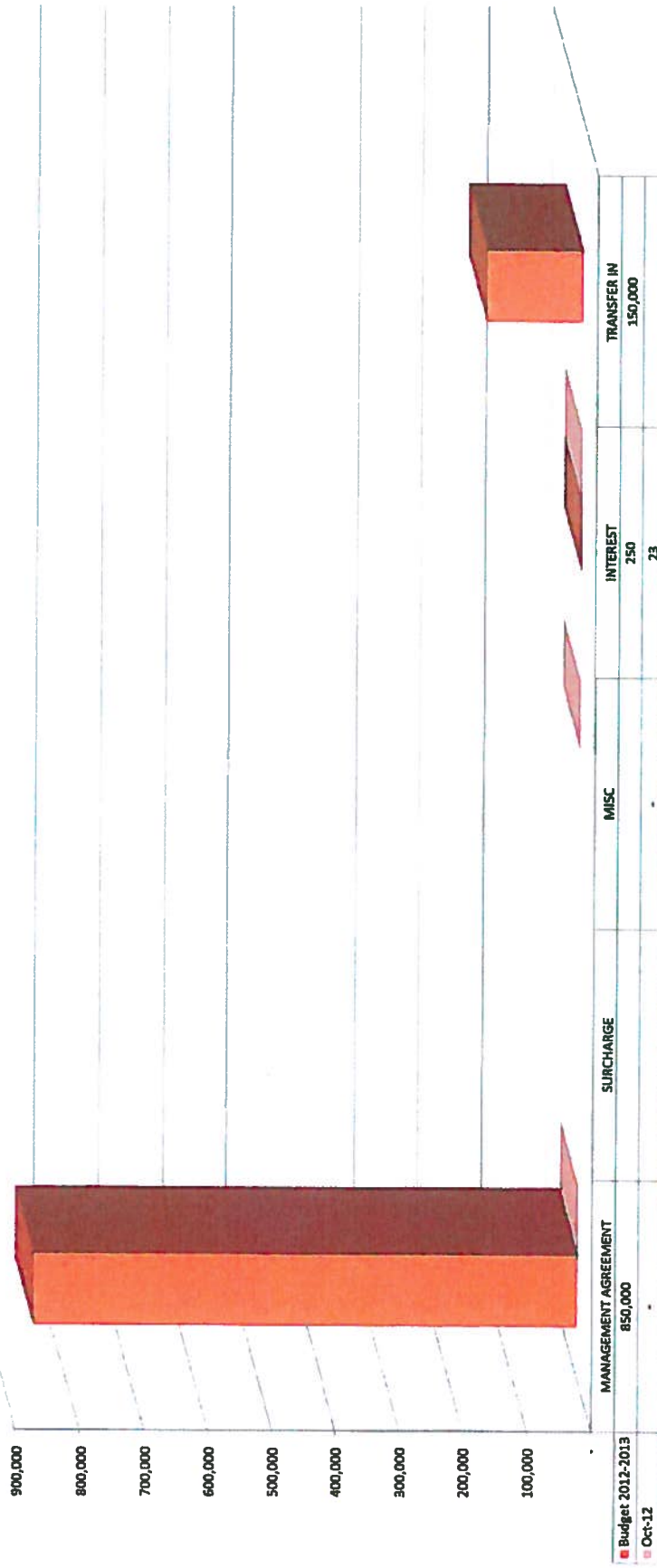
OCTOBER (1/12 MONTHS OR 8.33 % OF FISCAL YEAR)

WATER & WASTEWATER UTILITY FUND

	CURRENT FISCAL YEAR					% OF BUDGET
	CURRENT BUDGET	CURRENT MONTH	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	
REVENUE						
WATER REVENUES						
CC CONV FEE	-	-	-	-	-	-
IMPACT FEES	-	-	-	-	-	-
WATER SALES	1,002,980	86,168	86,168	-	916,812	8.59%
CONNECTION FEE	3,500	255	255	-	3,245	7.29%
PENALTIES & RECONNECT FEES	17,000	1,784	1,784	-	15,216	10.49%
TAP FEES	-	-	-	-	-	0.00%
TRANSFERS IN	-	-	-	-	-	-
OTHER INCOME	-	-	-	-	-	0.00%
	1,023,480	88,207	88,207	-	935,273	8.62%
SEWER REVENUES						
SEWER	654,909	42,701	42,701	-	612,208	6.52%
TAP FEES	-	-	-	-	-	0.00%
PENALTIES	12,000	1,035	1,035	-	10,965	8.63%
IMPACT FEES	666,909	43,736	43,736	-	623,173	0.00%
						6.56%
INTEREST EARNED						
INTEREST EARNED	1,000	-	-	-	1,000	0.00%
	-	-	-	-	-	0.00%
	1,691,389	131,943	131,943	-	1,559,446	7.80%
WATER EXPENSES						
ADMINISTRATION EXPENSES						
PERSONNEL	75,543	10,086	10,086	-	65,457	13.35%
PROFESSIONAL SERVICES	1,500	-	-	-	1,500	0.00%
MAINTENANCE	6,700	457	457	-	6,243	6.82%
UTILITIES	17,500	-	-	-	17,500	-
SUPPLIES	750	-	-	-	750	0.00%
MISCELLANEOUS	1,000	139	139	-	861	13.90%
						-
PERSONNEL	107,760	19,914	19,914	-	87,846	18.48%
PROFESSIONAL SERVICES	59,155	3,196	3,196	-	55,959	5.40%
OPERATING	106,000	7,256	7,256	-	98,744	6.85%
MAINTENANCE	13,500	-	-	-	13,500	0.00%
UTILITIES	29,400	2,456	2,456	-	26,944	8.35%

SUPPLIES	479,598	34,824	34,825	444,773	7.26%
MISCELLANEOUS	4,200	1,200	1,200	3,000	28.57%
CAPITAL OUTLAY	-	-	-	-	0.00%
EQUIPMENT TRANSFER	-	-	-	-	-
TRANSFERS OUT	121,874	10,156	10,156	111,718	8.33%
TOTAL WATER EXPENSES	1,024,480	89,684	89,685	934,795	8.75%
WASTEWATER EXPENSES					
PERSONNEL	139,812	5,356	5,356	134,456	3.83%
PROFESSIONAL SERVICES	2,000	1,041	1,041	959	52.05%
MISCELLANEOUS	14,000	-	-	(5,356)	-
MAINTENANCE	248,630	34,390	34,390	214,240	13.83%
OPERATING EXPENSES	-	-	-	-	-
SUPPLIES	-	-	-	-	-
UTILITIES	8,166	492	492	7,674	6.02%
DEBT SERVICE	109,700	-	-	109,700	0.00%
CAPITAL OUTLAY	-	-	-	-	-
EQUIPMENT TRANSFER	-	-	-	-	-
TRANSFERS OUT	144,601	12,050	12,050	132,551	8.33%
TOTAL WASTEWATER EXPENSES	666,909	53,329	53,329	594,224	8.00%
TOTAL ALL EXPENSES	1,691,389	143,013	143,014	1,529,019	8.46%
NET REVENUES OVER (UNDER) EXPENSES					
	-	(11,070)	(11,071)	965,222	

Electric Revenue



■ Budget 2012-2013 ■ Oct-12

MONTHLY BUDGET REPORT

OCTOBER 2012 (1/12 MONTHS OR 8.33% OF FISCAL YEAR)

ELECTRIC UTILITY FUND

	CURRENT FISCAL YEAR					% OF BUDGET
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	BUDGET BALANCE	
REVENUE						
MANAGEMENT AGREEMENT	850,000	-	-	-	850,000	0.00%
SURCHARGE						
MISC				25	225	10.00%
INTEREST	250	23			150,000	0.00%
TRANSFER IN	150,000				1,000,225	0.00%
TOTAL REVENUE	1,000,250	23		25	-	
EXPENSES						
PERSONNEL SERVICES	16,200	2,827		2,827	13,373	17.45%
PROFESSIONAL SERVICES	105,000	219		219	104,781	0.21%
MAINTENANCE					-	#DIV/0!
OPERATING EXPENSES					-	0.00%
UTILITIES					-	0.00%
MISCELLANEOUS	25,000				25,000	0.00%
EQUIPMENT TRANSFER					-	0.00%
CAPITAL OUTLAY	150,000				150,000	0.00%
TRANSFERS OUT	704,050	58,670		58,670	645,380	8.33%
TOTAL EXPENSES	1,000,250	61,716		61,716	938,534	6.17%
NET REVENUES OVER (UNDER) EXPENSES	-	(61,693)		(61,691)	61,691	



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: CONSENT AGENDA - Police Department Report

(II - C)



Farmersville Police Department
134 North Washington Street
Farmersville, TX 75442
972-782-6141

Farmersville Police Department Monthly Report November-12

Total Calls For Service:

469

Tier 1 Crimes

Robbery:

1

Assault:

2

Theft:

4

Burglary:

4

Motor Vehicle Theft:

0

Tier 2 Crimes

Forgery:

2

Fraud:

0

Criminal Mischief:

3

Weapons:

0

DWI:

1

Public Intoxication:

0

Disorderly Conduct:

0

Drugs:

9

Miscellaneous

Traffic Stops:

141

Citations:

59 (88 violations)

Alarms:

9

Major Accidents:

1

Minor Accidents:

3

Agency Assist:

14

Cases filed with the District Attorney's Office:

Felony:

0

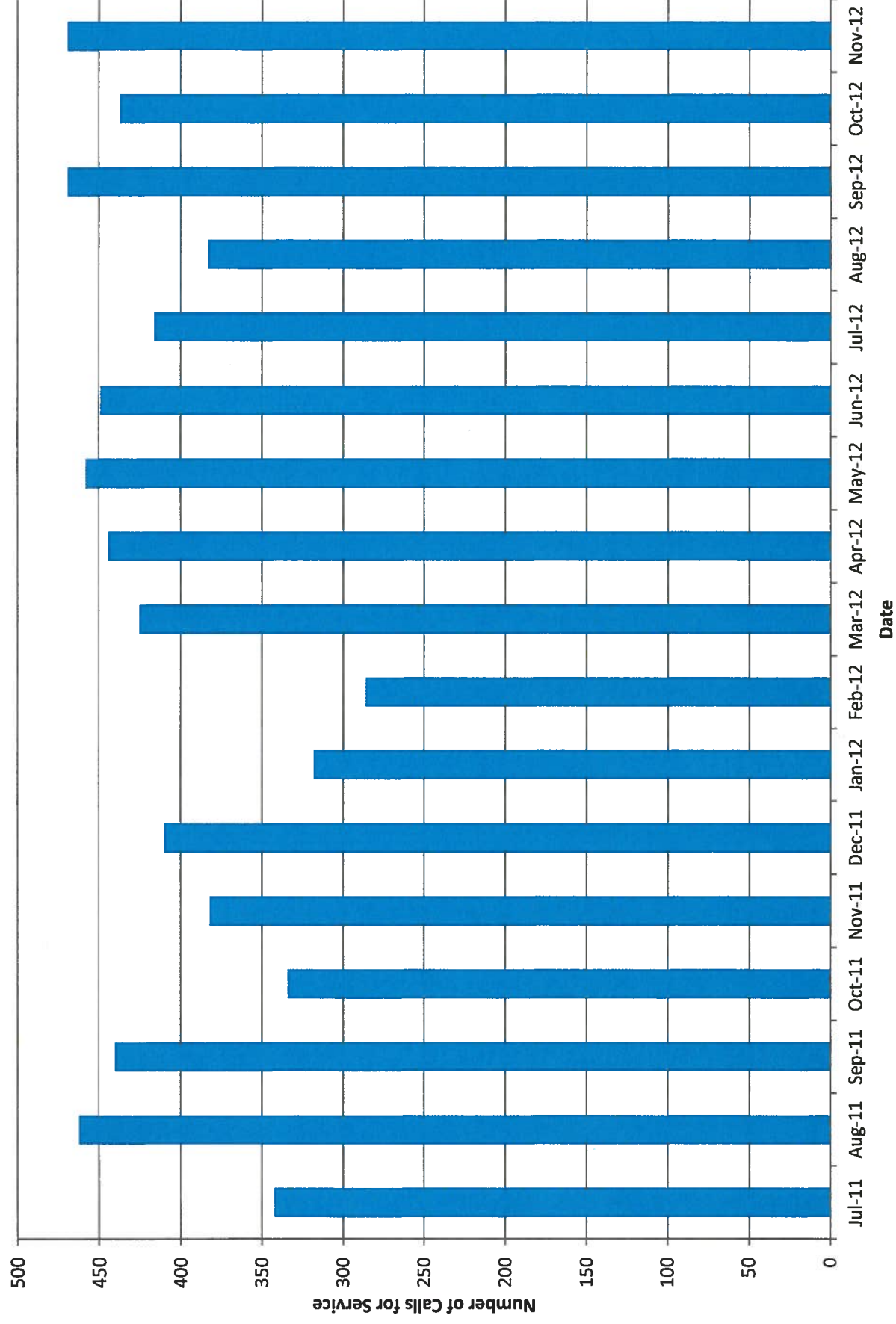
Misdemeanor:

8

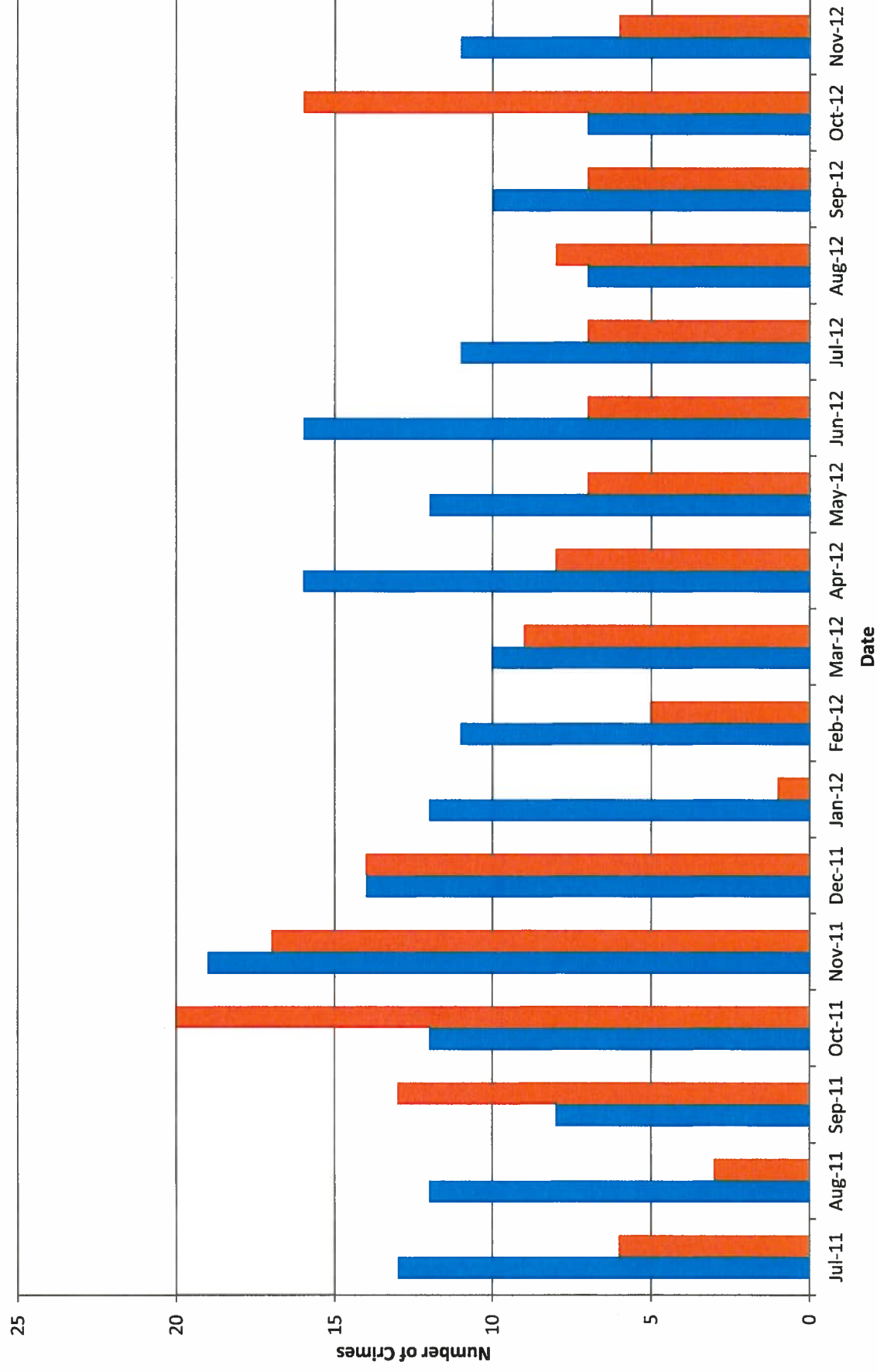
Exceptionally Cleared:

2

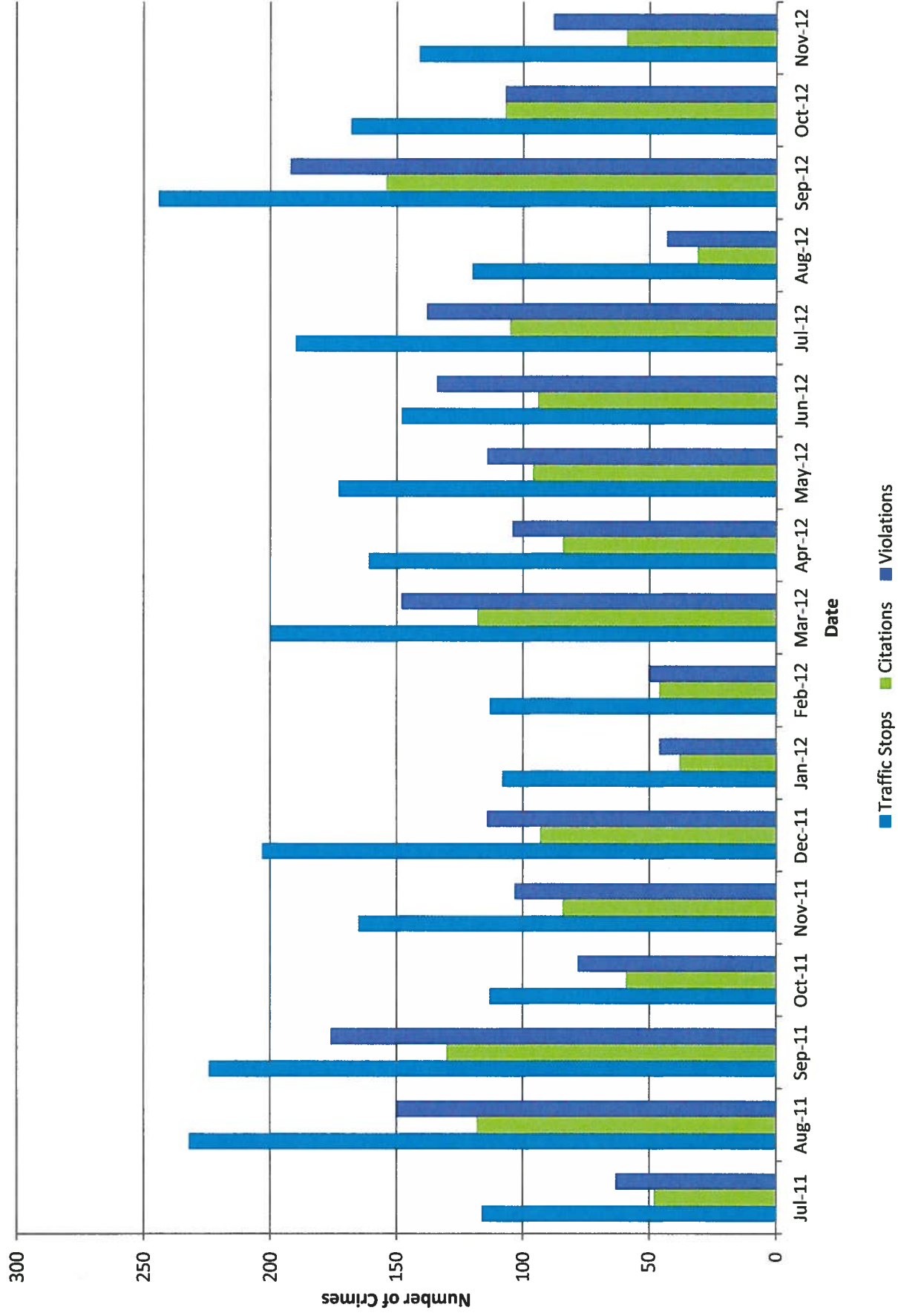
Police Department Calls for Service



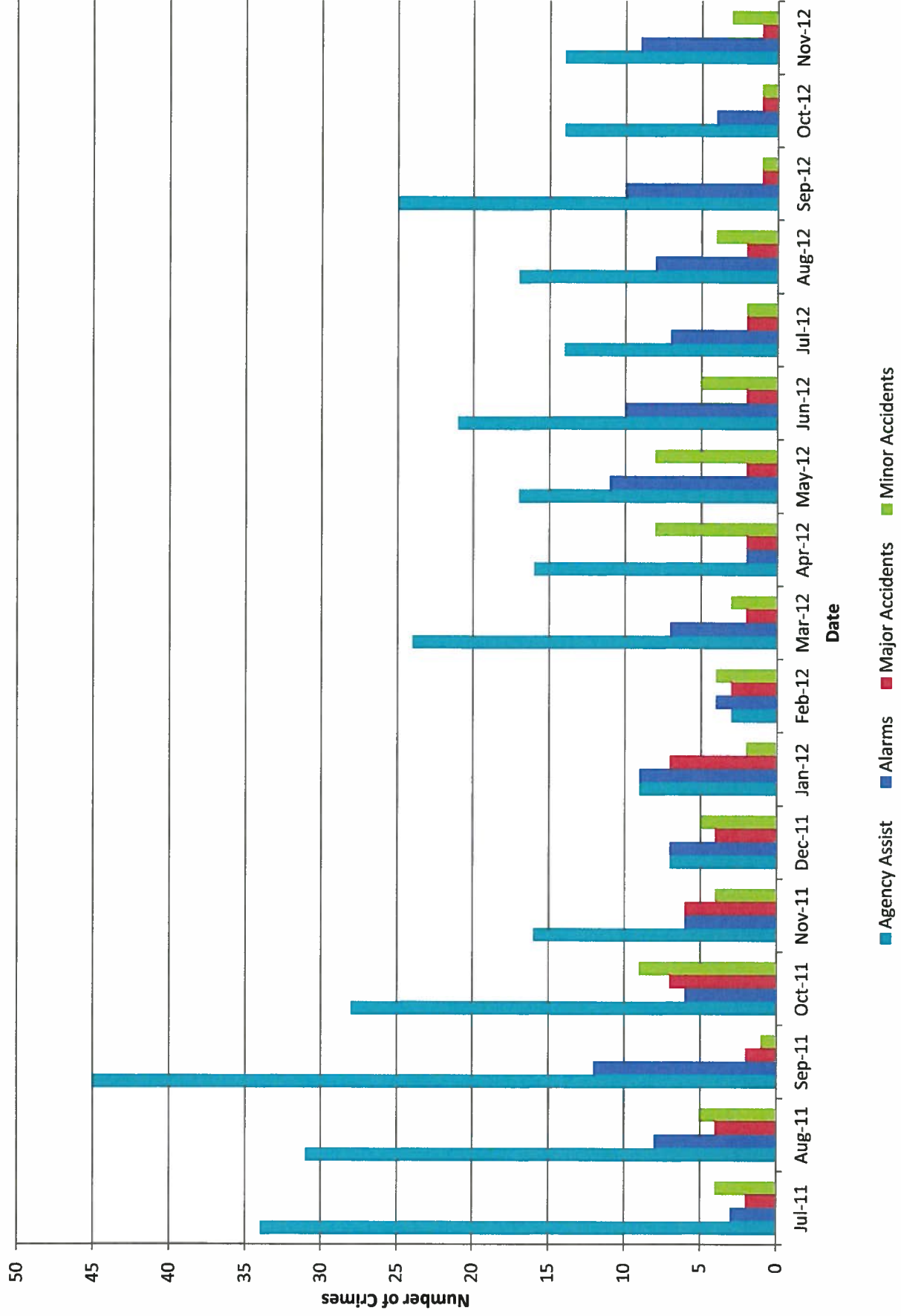
Uniform Crime Reporting



Traffic Enforcement



Police Activity





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: CONSENT AGENDA – Code Enforcement/Animal Control Report

(II - D)

Farmersville Police Department

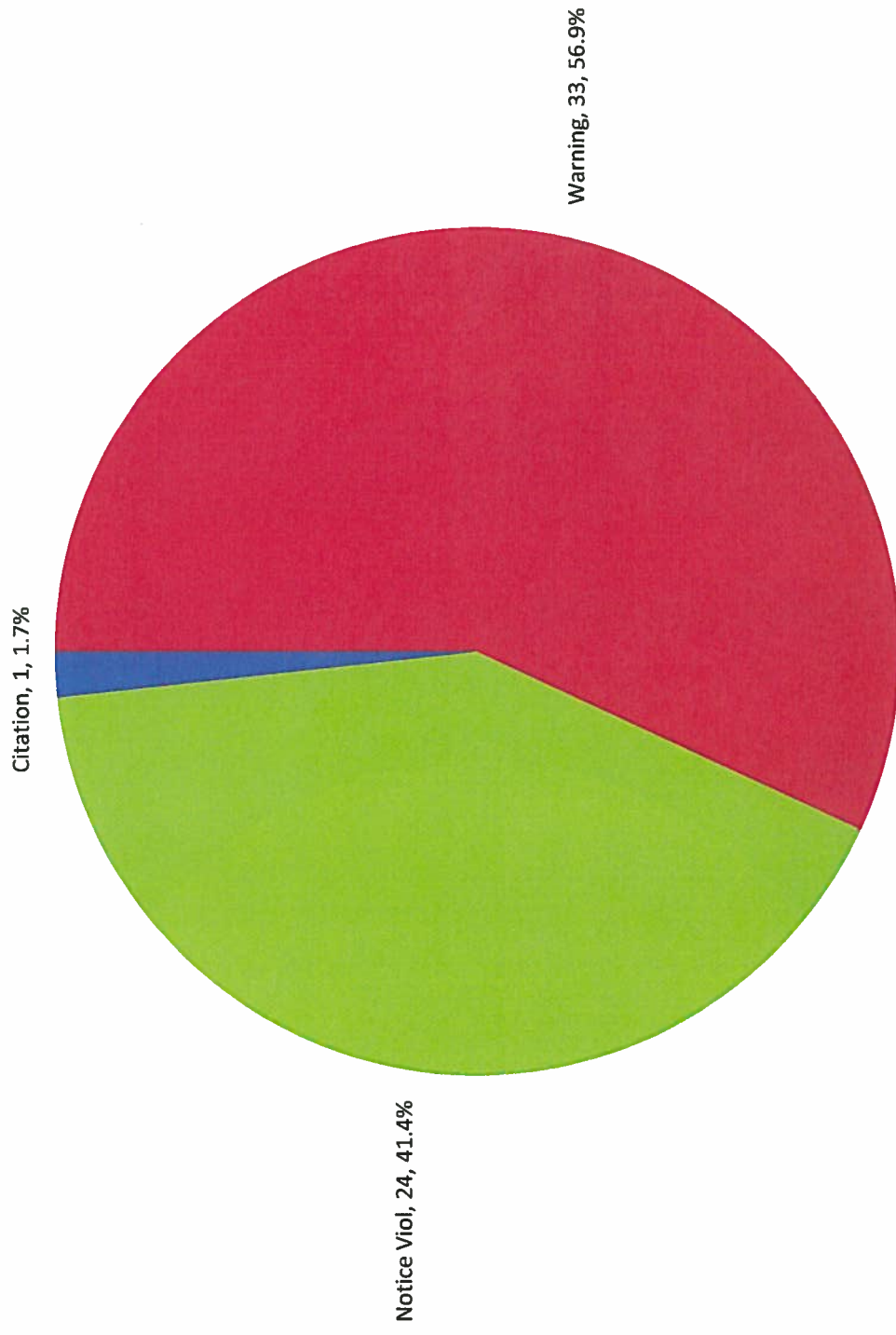
Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
11/02/2012	Stop & Buy	Count Machines	X				X		11/02/2012	
11/02/2012	Shell Station	Count Machines	X				X		11/02/2012	
11/02/2012	Triple Crazy	Count Machines	X				X		11/02/2012	
11/02/2012	Paradise Isle	Count Machines	X				X		11/02/2012	
11/02/2012	Kmart	Count Machines	X				X		11/02/2012	
11/02/2012	Quick Check	Count Machines	X				X		11/02/2012	No Machines
11/02/2012	Joker's Wild	Count Machines	X				X		11/02/2012	
11/05/2012	American Glory	Count Machines	X				X		11/05/2012	
11/05/2012	203 Hale-Recheck	Grass	X	X			X		11/05/2012	
11/05/2012	414 N. Main-Recheck	Grass	X		X		X		11/05/2012	
11/05/2012	214 Neathery	Tall Grass	X	X			X		11/08/2012	Spoke w/Owner
11/05/2012	1002 S. Main-Recheck	Grass	X		X		X		11/05/2012	
11/05/2012	1003 S. Main-Recheck	Grass	X	X			X		11/05/2012	
11/05/2012	1023 Old Josphine	Recheck-Fence etc	X		X		X		11/05/2012	
11/05/2012	913 S. Main-Recheck	Debris	X	X	X	X	X		11/05/2012	
11/05/2012	208 Abbey-Recheck	Brush	X	X			X		11/05/2012	
11/05/2012	801 S. Main	Car Front Yard	X	X			X		11/06/2012	Spoke w/Owner
11/05/2012	314 Rolling Hills	Brush-Recheck	X	X			X		11/05/2012	
11/05/2012	205 Rolling Hills-Recheck	Grass	X	X			X		11/05/2012	
11/05/2012	202 Farr Hill-Recheck	Grass	X	X			X		11/05/2012	
11/05/2012	316 Farr Hill-Recheck	Grass, Debris	X		X		X		11/05/2012	
11/05/2012	213 S. Main-Recheck	Car Front Yard	X	X			X		11/05/2012	

11/08/2012	511 Neathery-Recheck	Debris	X	X	X	X	X	X						Extended 11/20/2012
11/08/2012	307 S. Washington	Recheck-Brush	X	X	X								11/08/2012	
11/08/2012	203 Murchison	Cars-Front yard	X	X	X								11/20/2012	Spoke w/Owner
11/14/2012	1425 Pecan Creek	Tall Grass	X										11/20/2012	Left Card
11/14/2012	1419 Pecan Creek	Grass, Tree Limb	X										11/20/2012	Left Card
11/14/2012	1411 Pecan Creek	Grass, Box Springs	X	X									11/20/2012	Spoke w/Owner
11/14/2012	715 Pecan Creek	Tall Grass	X	X									12/02/2012	NOV 12/2/2012
11/14/2012	314 Summit-Recheck	Grass	X	X									11/14/2012	
11/14/2012	402 Summit	Tall Grass	X										12/02/2012	NOV 11/20/2012
11/14/2012	301 Santa Fe	Tall Grass, Brush	X	X									11/19/2012	Spoke w/Owner
11/14/2012	216 Santa Fe	Tall Grass	X	X									11/19/2012	Spoke w/Owner
11/16/2012	210 Windom-Recheck	Tall Grass	X					X					12/02/2012	Final Notice Sent 11/26/2012
11/16/2012	515 Windom-Recheck	Grass, Debris	X					X						NOV 12/2/2012
11/20/2012	Nesmith-Santa Fe	Recheck-Grass	X					X						Extended 11/20/2012
11/20/2012	310 Beech-Recheck	Access Bldg	X	X									11/20/2012	
11/20/2012	116 Houston-Recheck	Brush, Debris	X	X				X						Send Final Notice
11/20/2012	402 Murchison-Recheck	Shed	X	X				X				X		Extended 12/2/2012
11/20/2012	309 Haislip-Recheck	Tree Down, Brush	X					X						Turned Over to City

Code Enforcement Activity Results

City of Farmersville Police Department

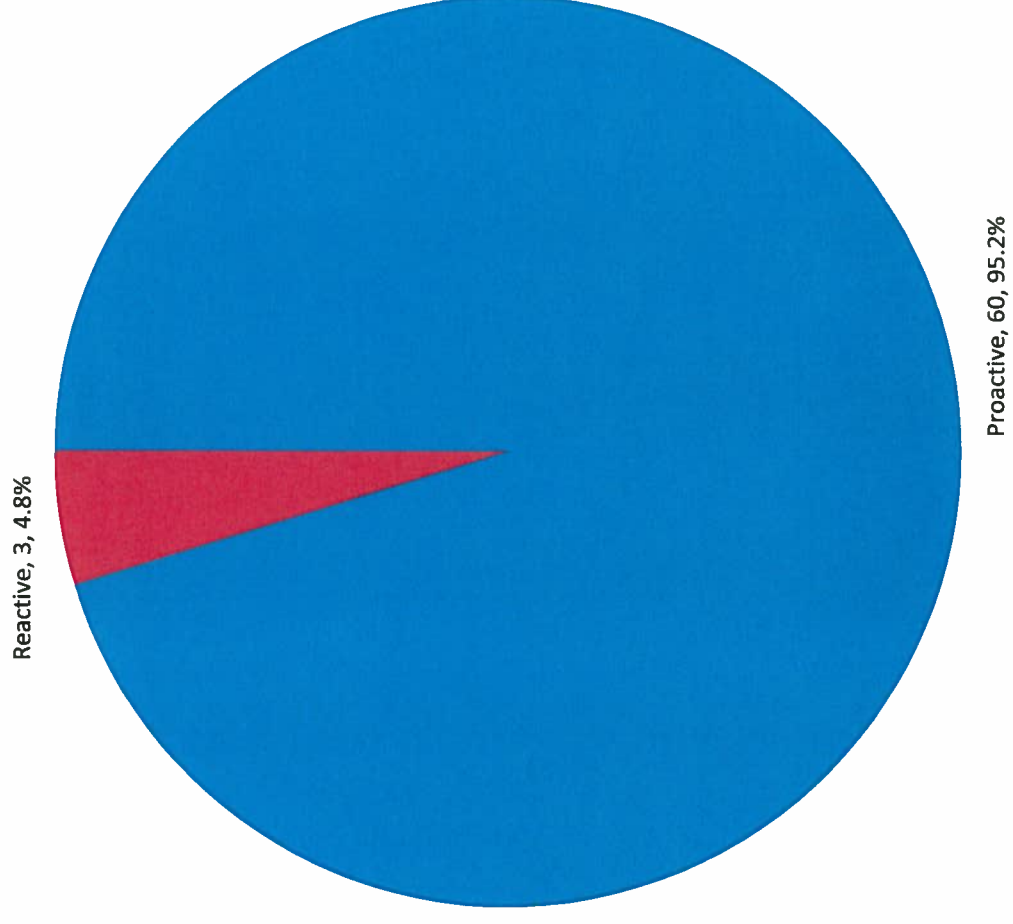
Cumulative, Calendar Year 2012



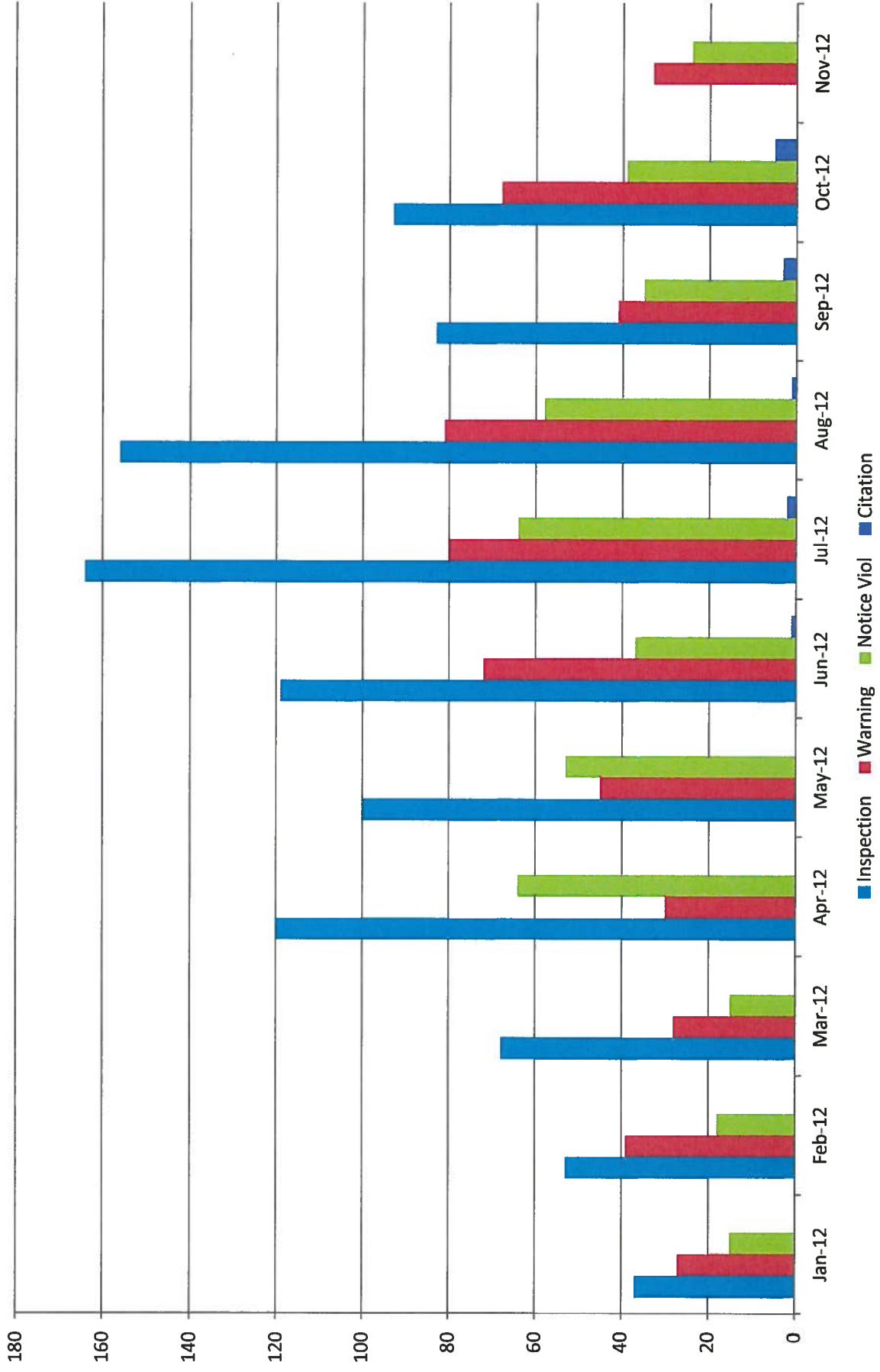
Code Enforcement Activity Results

City of Farmersville Police Department

Calendar Year 2012

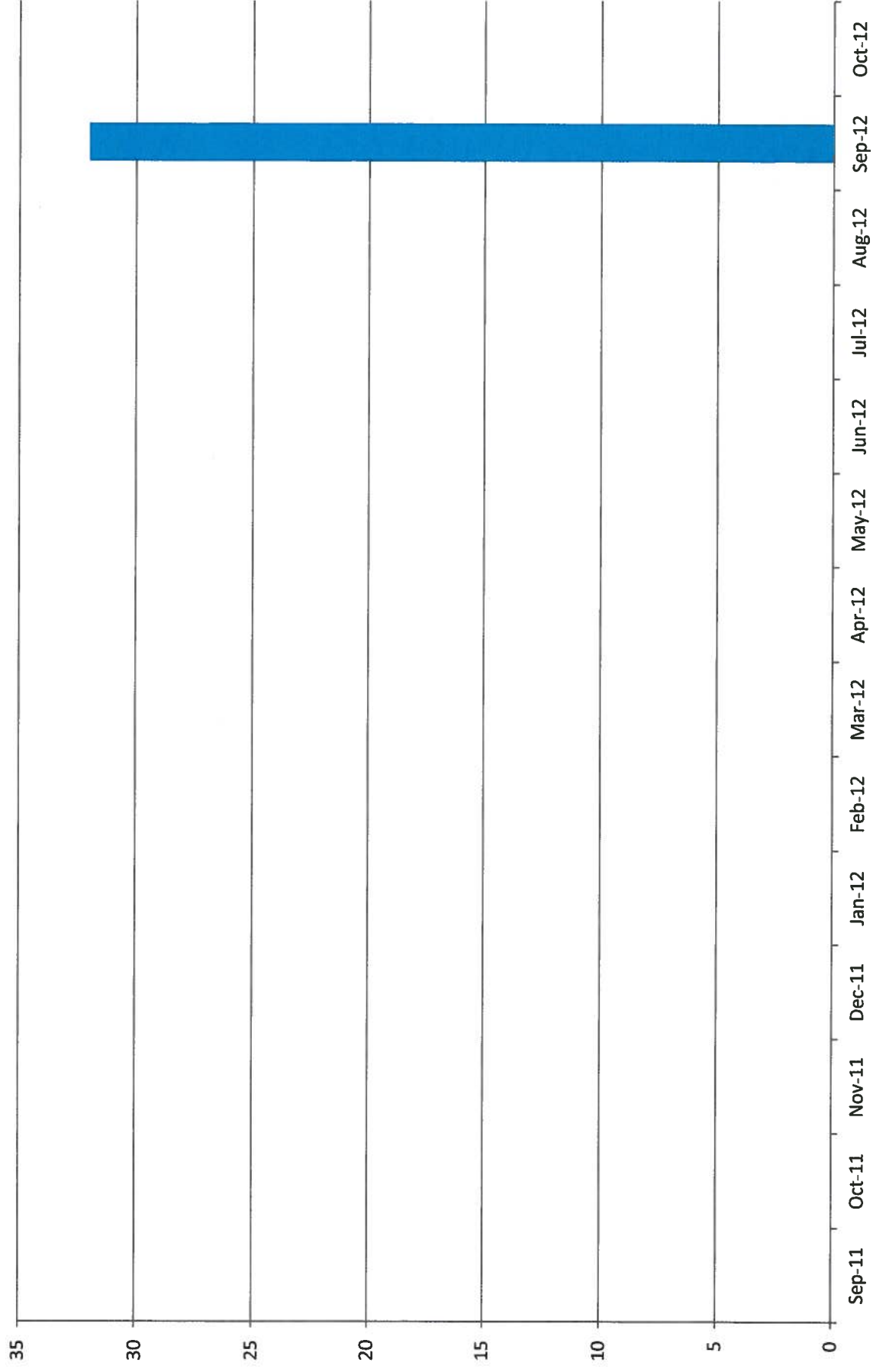


Code Enforcement Activity Results City of Farmersville Police Department



Code Enforcement Cumulative Backlog

City of Farmersville Police Department



**FARMERSVILLE POLICE DEPARTMENT
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT**

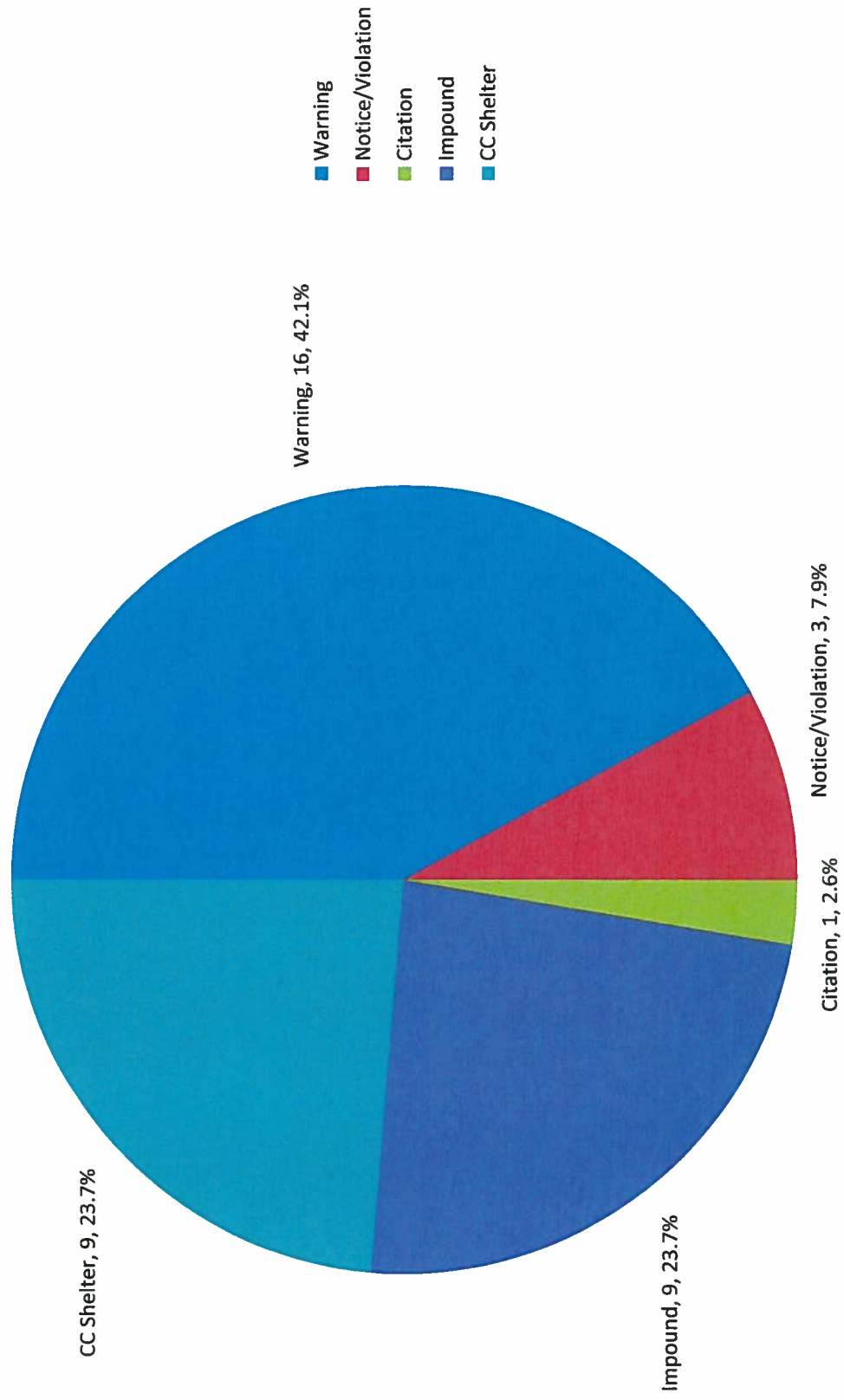
DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/V IOL	CITATION	IMPOUND	CC SHELTER	CFS#
11/01/2012	Loose Livestock	CR 700	Returned to Owners						
11/01/2012	Stray Dog	Farr Hill	CCAS					X	
11/01/2012	Complaint	114 College	Dogs Barking	X					
11/01/2012	Pick Up Puppies	Pound	CCAS					X	
11/01/2012	Stray Cat	Funeral Home	Got out of Cage						
11/02/2012	Complaint	120 Johnson	Sent To Municiple Ct						
11/03/2012	Dog Bite	Onion Shed	Happened in County					X	
11/05/2012	Stray Dog	Station	CCAS						
11/05/2012	Stray Cat	Funeral Home	Pound				X		
11/05/2012	Stray Dogs	PR 100	CCAS					X	
11/05/2012	Loose Dog	Wilcoxson	Tied Back Up						
11/05/2012	Improper Tether	206 Neathery	Recheck-Ok						
11/05/2012	Loose Dog	Johnson	Unable to Locate						
11/06/2012	Improper Tether	PR 100 #23	NOV		X				
11/06/2012	Loose Dog	206 Herron	Returned to Owners	X					
11/07/2012	Loose Cats	Washington	Spoke w/Owner	X					
11/07/2012	Loose Dog	418 Jackson	Spoke w/Owner	X					
11/07/2012	Loose Dogs	423 Jackson	Complaint	X					
11/07/2012	Loose Dog	421 Maple	Spoke w/Owner	X					
11/07/2012	Loose Dogs	Baker	Pound				X		
11/08/2012	Pick Up Dogs	Pound	CCAS					X	
11/08/2012	Loose Dogs	422 Jackson	Complaint-No Answer						
11/08/2012	Loose Dog	300 McKinney	Returned to Owners	X					
11/08/2012	Barking Dogs	S. Main	Unable to Locate						
11/12/2012	Loose Dogs	212 Santa Fe	Pound				X		
11/12/2012	Loose Dog	McKinney	Went Under House						
11/12/2012	Loose Dogs	Hill/Main	Unable to Locate						
11/12/2012	Dog Hit	McKinney	Unable to Locate						
11/13/2012	Stray Dog	PR 100	Pound				X		
11/13/2012	Loose Dog	PR 100	Returned to Owners	X					

11/13/2012	Feed/Water	Pound	Dogs						
11/13/2012	Dead Cat	McKinney	Disposed Of						
11/13/2012	Improper Tether	117 Woodard	Spoke w/Owner	X					
11/13/2012	Dog In Road	610 N. Washington	Spoke w/Owner	X					
11/13/2012	Complaint	602 Jackson	Tethered, No Food/Wat	X			X		
11/13/2012	Release Dog	Pound	Returned to Owners	X					
11/13/2012	Loose Livestock	CR 697	Unable to Locate						
11/13/2012	Loose Cow	CR 607	Ran Into Trees						
11/13/2012	Barking Dogs	Waterford	Unable to Locate						
11/14/2012	Pick Up Dogs	Pound	CCAS					X	
11/14/2012	Loose Livestock	CR 607	Contacted Owner						
11/15/2015	Dead Cat	201 Summit	Disposed Of						
11/15/2012	Dead Cat	402 Summit	Disposed Of						
11/15/2012	2 Loose Dogs	PR 100 #27	Pound			X			
11/16/2012	Barking Dogs	408 SH 78	Unable to Locate						
11/16/2012	Pick Up Dogs	Pound	CCAS						X
11/16/2012	Loose Dogs	610 N. Washington	Spoke w/Owner	X					
11/16/2012	Loose Livestock	CR 606	CCAS						
11/17/2012	Barking Dogs	307 Main	Spoke w/Owner	X					
11/18/2012	Dog on Dog Bite	115 Buckskin	Spoke w/Owners	X					
11/18/2012	Stray Dog	Dollar General	Pound				X		
11/19/2012	Pick Up Dogs	Pound	CCAS						X
11/19/2012	Number of Dogs	213 Hill	Recheck-Send Final Not						
11/20/2012	Improper Tether	117 Woodard-Reche	NOV			X			
11/20/2012	Proof of Shots	117 Woodard	NOV			X			
11/20/2012	Proof of Shots	115 Buckskin	Has Shots	X					
11/20/2012	Improper Tether	PR 100 #23-Reched	Ok						
11/21/2012	Dog Complaint	501 Rike	Spoke w/Owner	X					
11/25/2012	Loose Livestock	Old Josephine Rd	Unable to Locate						
11/26/2012	Stray Dog	Baker	Pound				X		
11/27/2012	Stray Puppies	Thrift Shop	Pound				X		
11/29/2012	Stray Cat	Funeral Home	Pound				X		
11/29/2012	Pick Up Dogs	Pound	CCAS						X
11/29/2012	Return Trap	Funeral Home							

11/30/2012	Loose Dogs	N. Main	Unable to Locate							
11/30/2012	Loose Dog	Maple	Put Back in Yard							
11/30/2012	Loose Dog	Jouette	Put Back in Yard							
11/30/2012	Barking Dogs	307 N. Main	Owner's Not Home							

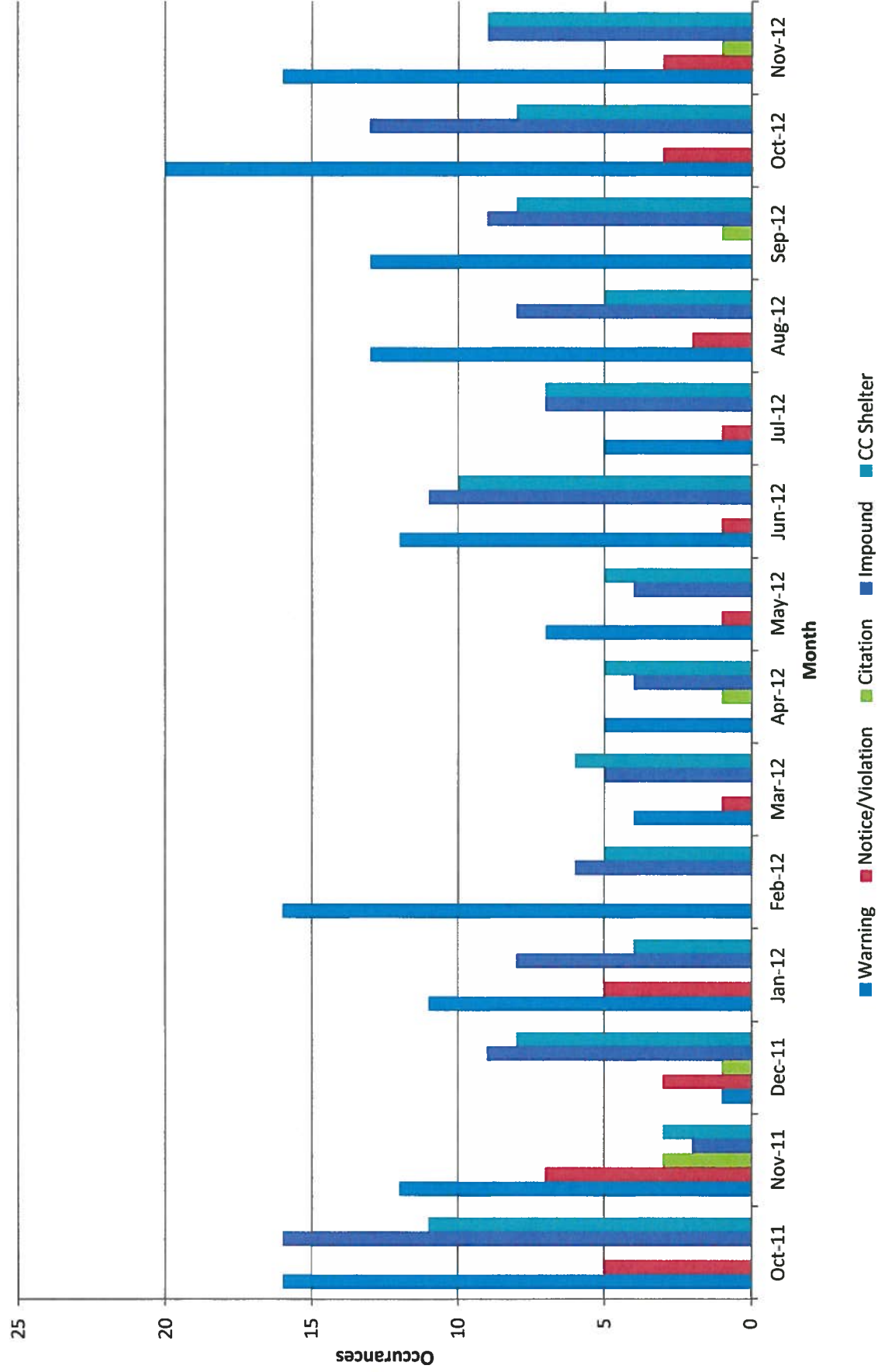
Animal Control Activity Results

Farmersville Police Department
Cumulative, Calendar Year 2012



Animal Control Activity Results

Farmersville Police Department





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: CONSENT AGENDA – School Resource Officer Report

(II - E)

Month of:

November

Officer: Huggins

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
FTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Curfew Viol	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Trespassing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Drug Para	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MIP Tobacco	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MIP Alcohol	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Assault M/C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
D/C Language	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
D/C Fighting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Class Disrupt	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Disrup Trans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LETS Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Presentation	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Events Worked	0	0	0	0	0	0	0	0	1	0	0	6	0	0	0	1	0	0	0	6	0	0	0	0	0	0	0	6	0	0	0	20
Off/Inc Reports	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	4
Arrest	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Extra Patrols	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Student Contact	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	12
PTA Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Counsel Forms	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Safety Drills	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Parent Contacts	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Res Chks	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2
Traffic Stops	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
TOTAL	0	0	0	0	1	1	1	0	1	0	0	10	0	1	5	1	0	0	0	7	0	0	0	0	0	0	18	0	0	0	0	46



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: CONSENT AGENDA – Fire Department Report

(II - F)

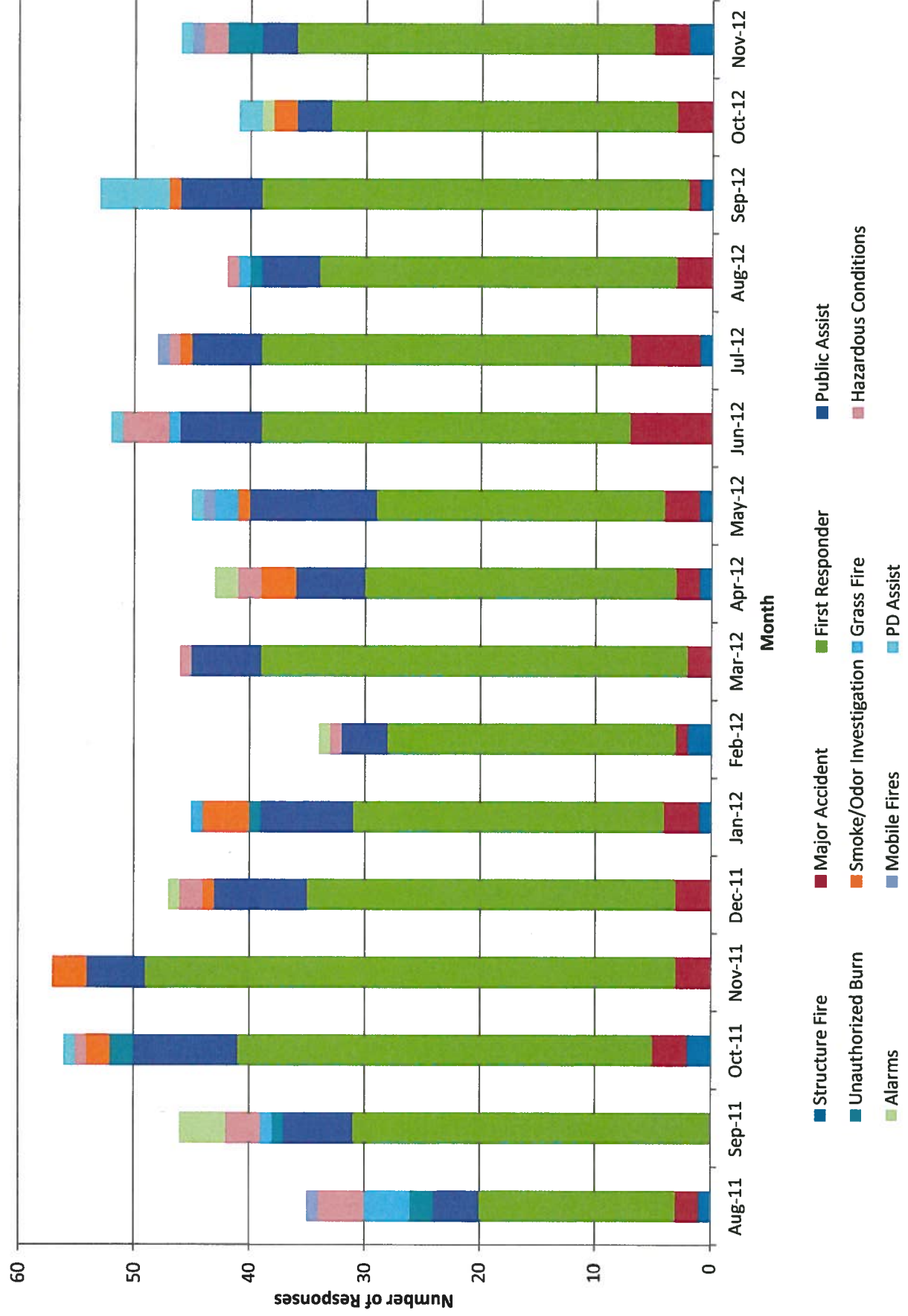
FARMERSVILLE FIRE DEPARTMENT
CITY COUNCIL REPORT
NOVEMBER 2012

1. Mike Sullivan passes his emergency response course and is now a commissioned firefighter for the State of Texas.
2. Kevin Lisman has completed his skills testing for a certified instructor and will be taking his field examiners test in the near future, Once this is completed he will be able to certify individuals for commission or State Fire Marshal's courses and we will no longer be required to use other facilities except on rare occasions.
3. The Fire Department held its annual Christmas/Awards Banquet December 01st at the Methodist Church. David Fox was named Firefighter of the Year, Mike Sullivan as Rookie of the Year and Jeff Erickson as Chiefs Awards. Numerous meritorious awards were given as well.
4. The Annual department election for officers will be December 17th for 2013 and will be announced at that time.
5. The department has heard from Deep South in regards to receiving the new fire truck and they have given a date of January 15th. The ISO office has been calling because they have been holding off our report until the trucks arrival. Mike Pietcsh has been contacted and he will inform them. He states that this in no way will affect our overall grade.
6. The department is working in conjunction with the Police Department in a program for some children in the school called Cops for Kids and First Responders where gifts and food are being prepared.
7. The department will hand out its traditional Christmas food boxes on December 15th to government housing edition.
8. The department is preparing its part in the Annual Christmas Parade and Chief and Mrs. Morris will once again be playing Mr. & Mrs. Santa.
9. Chief Morris has been asked to join the Collin County LEPC (Local Emergency Preparedness Committee) and to serve on the First Responder Board. Our first Meeting will be December 6th at Raytheon.

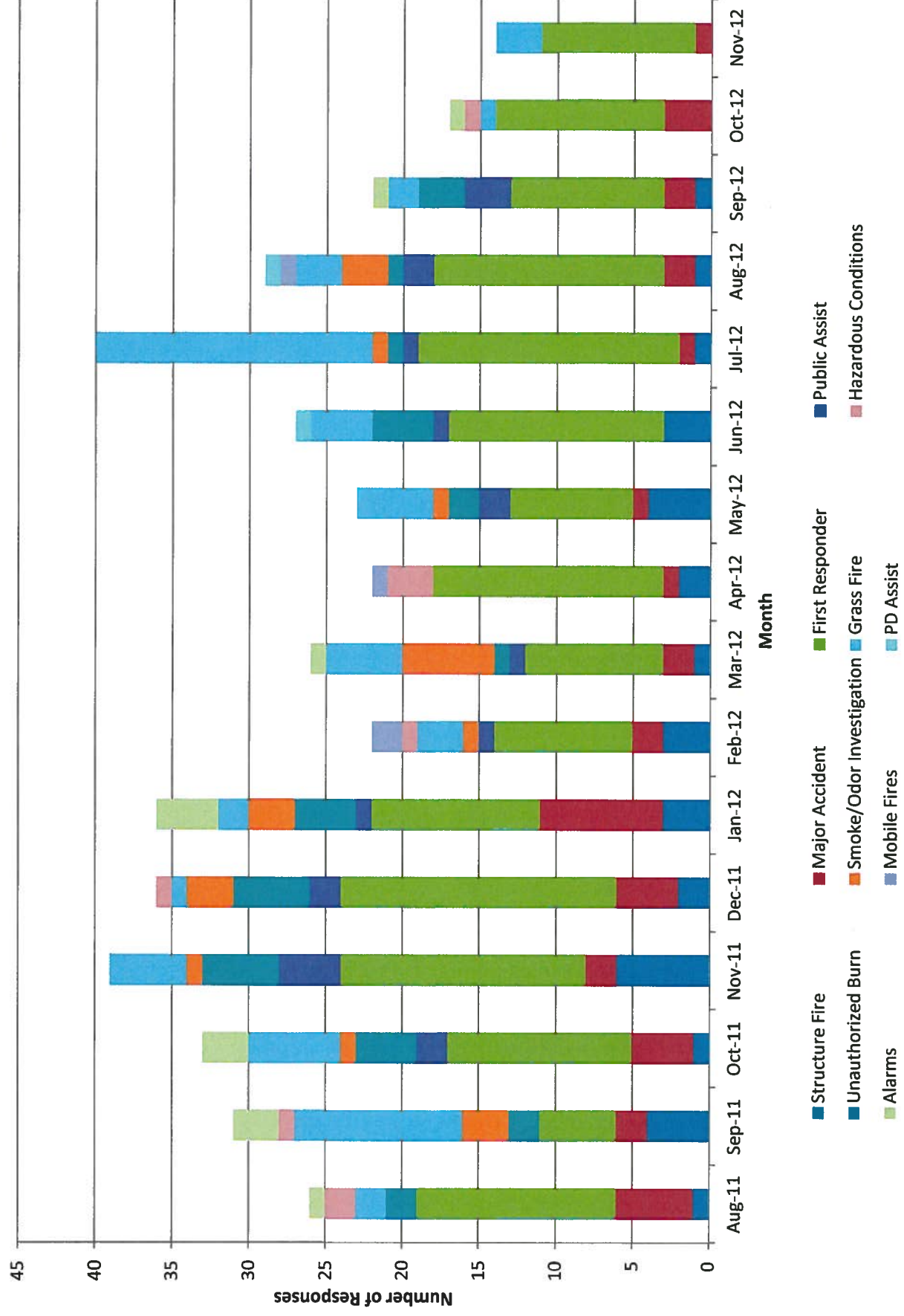
Respectfully Submitted:

Chief Kim R. Morris

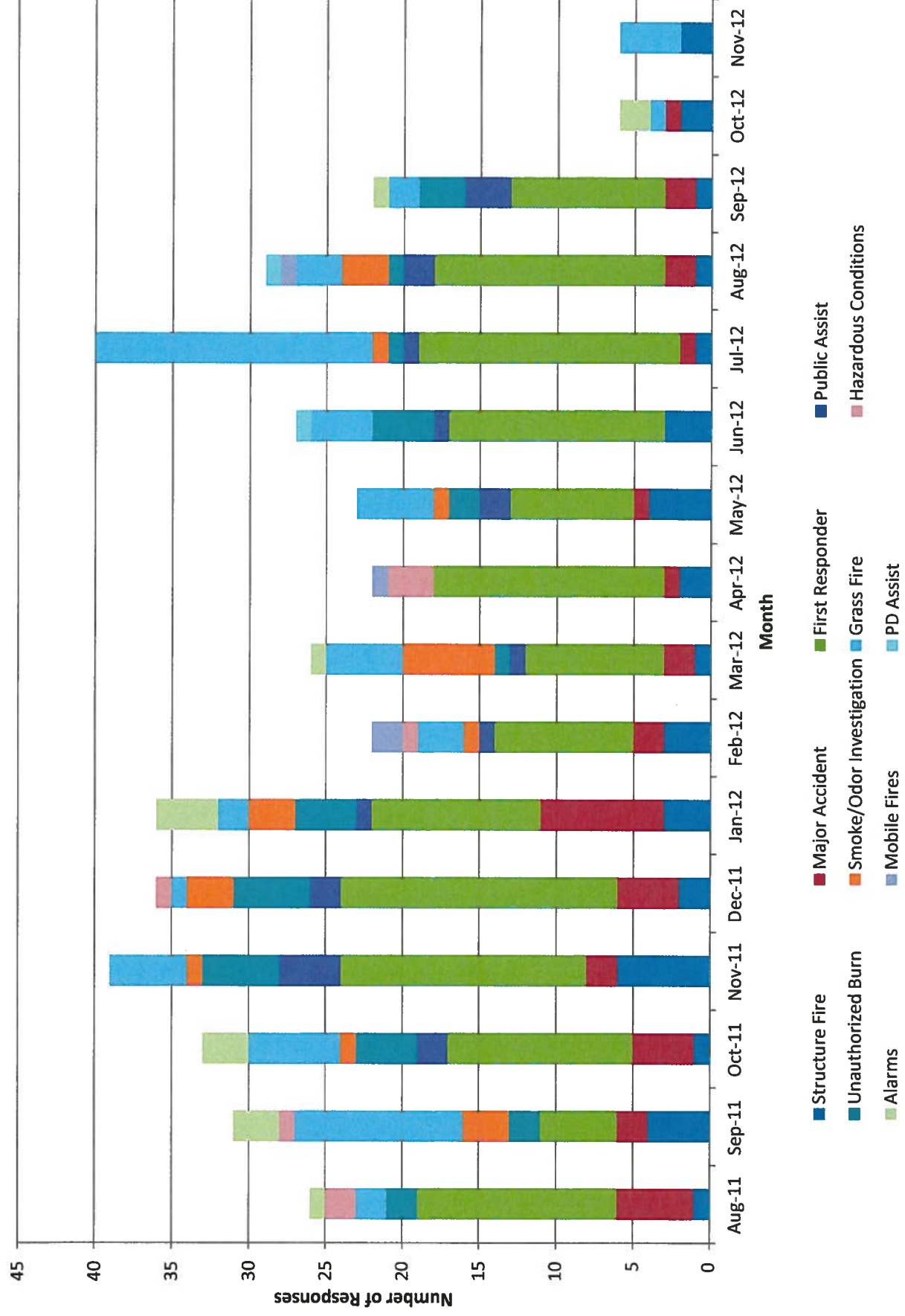
Farmersville Fire Department City Responses



Farmersville Fire Department County Responses



Farmersville Fire Department County Responses





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: CONSENT AGENDA – Municipal Court Report

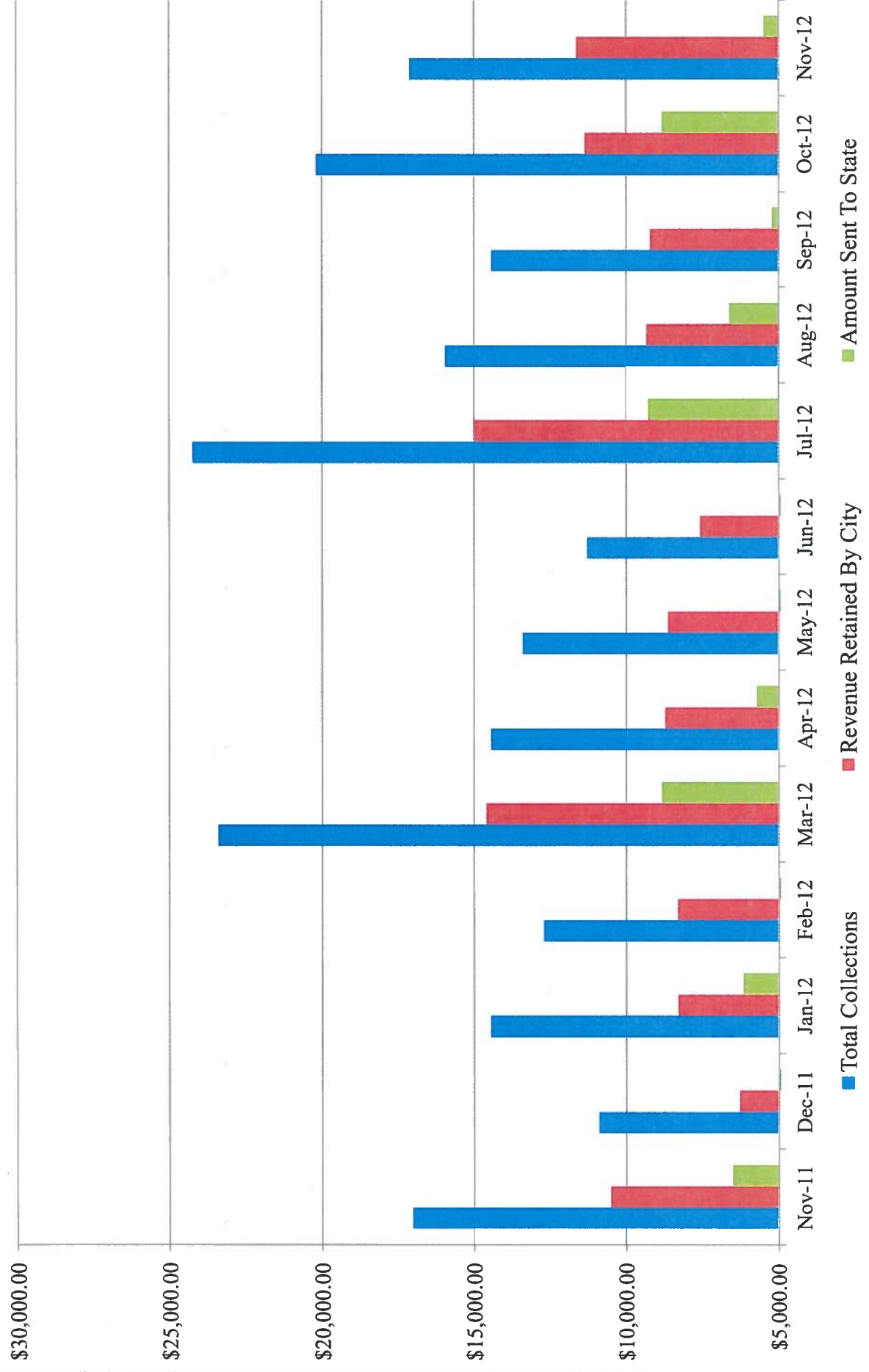
(II - G)

FARMERSVILLE MUNICIPAL COURT

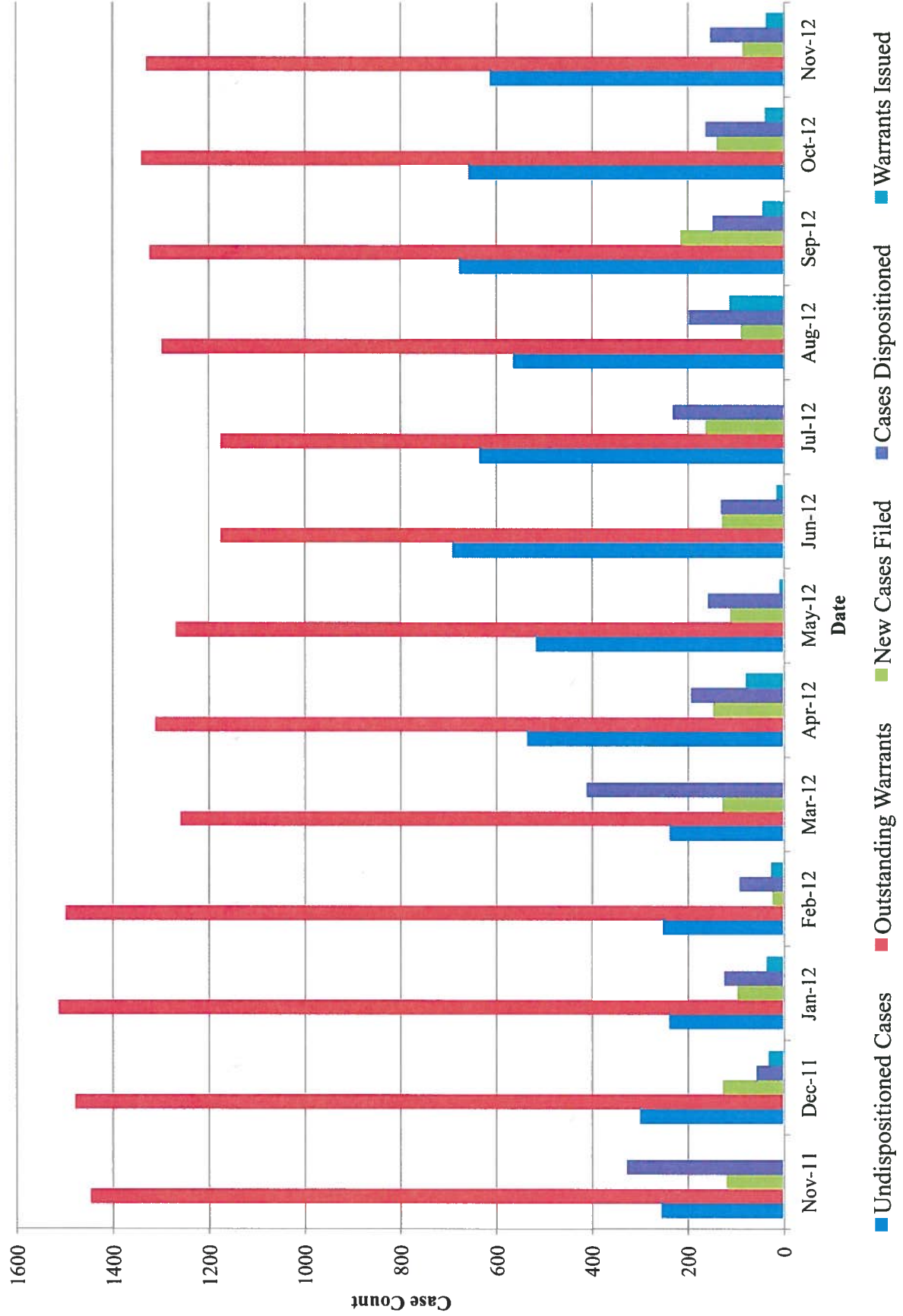
MONTHLY REPORT NOVEMBER 2012

Cases Filed	86
Class C Complaints Received	0
Dispositions Prior to Trial	69
Pre-Trial Hearings Held	0
Non-Jury Trials Held	0
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	8
After Deferred Disposition	15
After Proof of Financial Responsibility	13
Compliance Dismissal	6
Dismissed at Trial (By Prosecutor)	0
FTA's Issued	5
Warrants Issued	37
Total Outstanding Warrants	1330
Total Due from Outstanding Warrants	\$423,662.68
Warrants Cleared by Court	57
Warrants Sent to Collection Agency	0
Warrants Cleared by Collection Agency	0
Number of Disposed Cases	163
Total Revenue	\$17,125.20
Total Kept by City	\$11,635.89
Total Remitted to State	\$5,489.31

Municipal Court Collections



Municipal Court Case and Warrant Rate





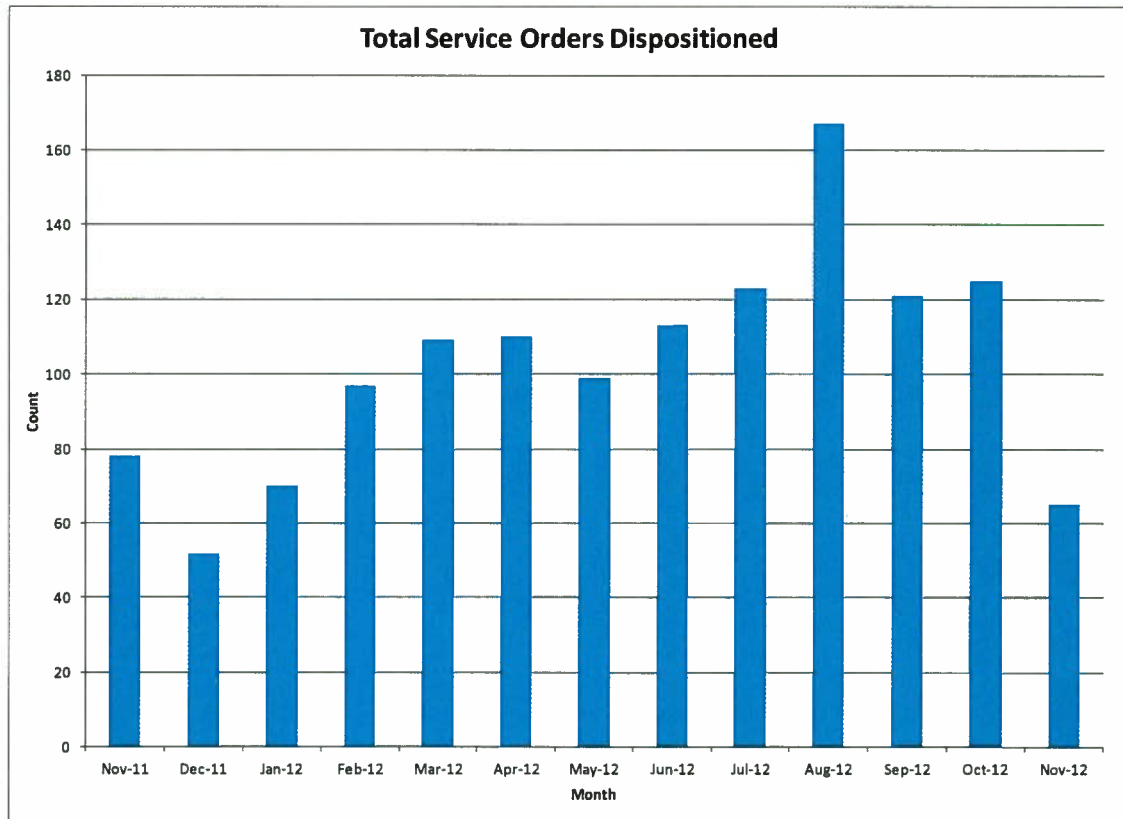
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: CONSENT AGENDA – Public Works Report

(II - H)



Public Works Monthly Report

Service Order Status



Service Order Group	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12
Utility Billing	29	28	32	26	32	20	26	19	21	22	18	25	20
Street System	2	1	3	4	20	16	9	14	5	17	7	7	3
Water System	14	6	3	16	16	17	27	8	29	32	17	13	8
Waste Water System	1	1	8	8	9	11	6	2	3	5	3	3	5
Storm Water System	0	2	1	5	4	8	0	3	0	1	3	3	0
Property and Buildings	3	1	2	14	8	8	5	36	41	42	43	42	12
Electrical System	0	0	0	0	0	0	0	0	0	0	0	0	0
Refuse System	20	10	15	7	16	25	22	14	15	32	23	18	9
Projects	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Works	0	0	1	0	1	0	0	0	0	3	1	0	0
Miscellaneous	9	3	5	17	3	5	4	17	9	13	6	14	8
Total	78	52	70	97	109	110	99	113	123	167	121	125	65

Note:

1. Number of outstanding service orders, 30 days or older (backlog): 9.
2. Number of elevated service orders: 2 completed, 0 outstanding

Public Works General

1. No increase in lost time accidents for the year.
 - a. Total Number for 2012-2013: 0
 - b. Total lost days for 2012-2013: 0
 - c. Accidents in Month: None
2. ADA transition plan assessment started.

Street System

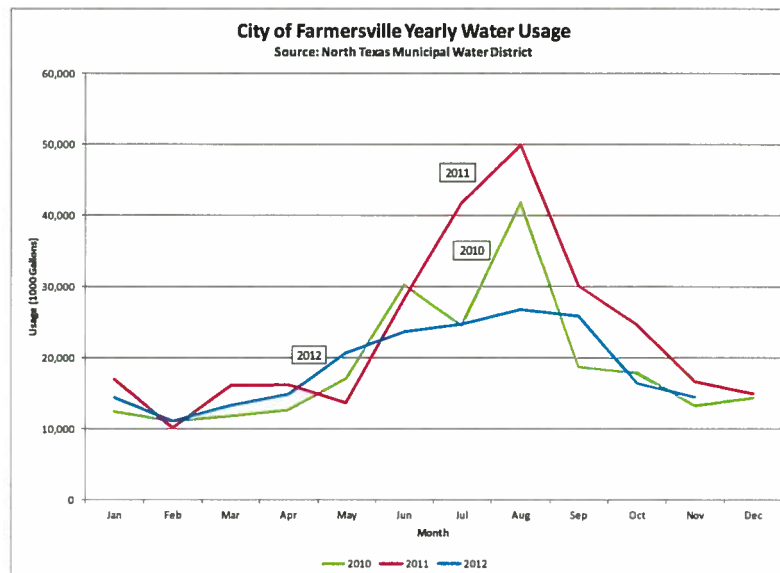
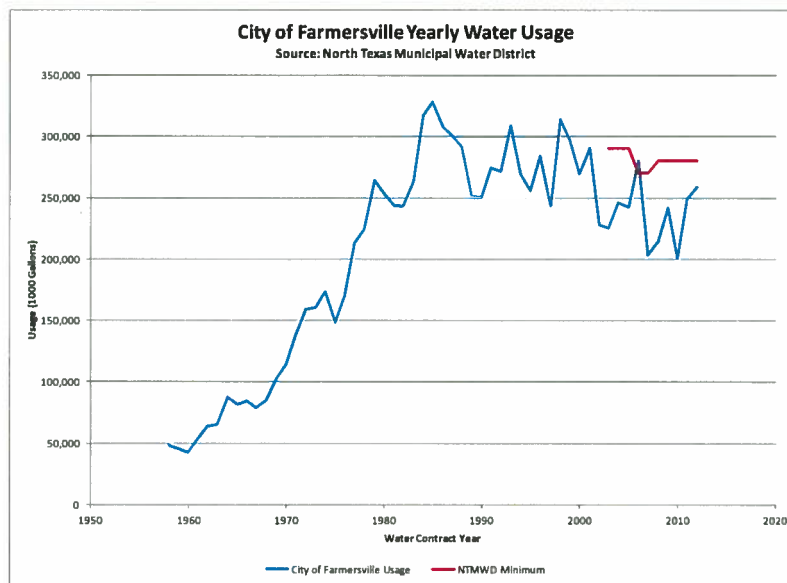
1. Project Backlog
 - a. Maintenance resurfacing and panel replacement.
 - i. Old Josephine Road
 - ii. Summit at Rike Street.
 - iii. West Santa Fe.
 - iv. Houston Street at Main.
 - v. Rike at East Santa Fe.
 - vi. Maple Street panels. (Underway)
 - vii. Main Street panel, south. (Underway)
 - b. Safe Routes to School. See project status below.
 - c. Main Street sidewalks. See project status below.
 - d. Install remainder of school zone signs.
 - e. Parking lot stripes downtown. Scheduled for Wednesday, 12 Dec 2012.
 - f. GO Bond related engineering. See project status below.
 - g. US 380 Highway Project Status
 - i. 1st Railroad Bridge, Passing Track: Jan 2013 thru Apr 2013
 - ii. 2nd Railroad bridge, Main Track: Jul 2013 thru Nov 2013
 - iii. 380 Roadway: Jul 2013 thru Aug 2014, South Side First
 - iv. Main Street Bridge: Oct 2013 thru Jul 2014
 - v. Hill Street Crossing: Closed Mar 2013 thru Apr 2013
 - vi. Walnut Street Crossing: Closed Mar 2013 thru Nov 2013
 - vii. Main/Summit Street Crossing: Intermittent Closure Mar 2013 thru Jul 2013

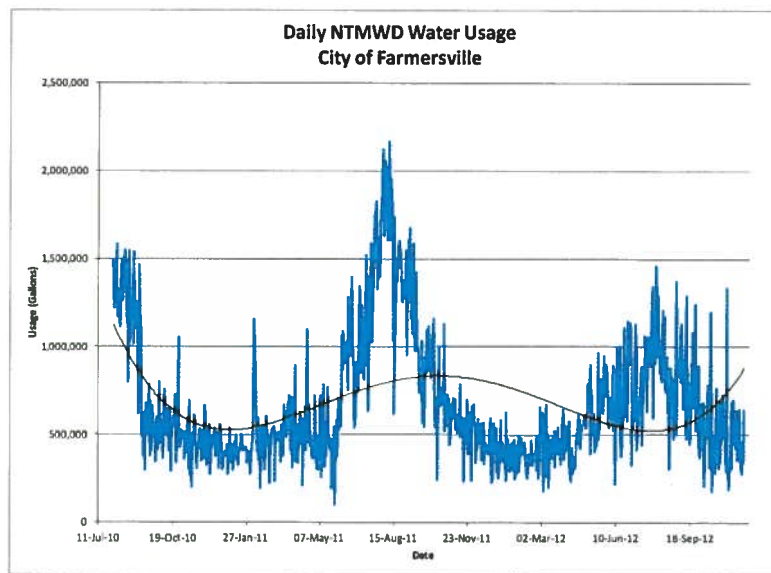
Water System

1. Project backlog
 - a. Waterline extension for Caddo Park.
 - b. Investigate interconnections with customers along Hanna Drive to see that they are properly metered.
 - c. Transfer NTMWD customers to CoF along Hwy 380.
 - d. Hamilton Street interconnect. (Complete)
 - e. GO Bond related engineering. See project status below.
2. Meter Report (1356):
 - a. Residential Meters (1131, -4)
 - b. Commercial Meters (180, -3)
 - c. Industrial Meters (29, +0)
 - d. Public Meters (16, +0)
 - e. Wholesale Meters (6, +0)

3. Consumption Report (Calendar Year Start 23 Dec 2011, Month 22 Oct 2012 thru 21 Nov 2012)
 - a. Inflow (NTMWD), Calendar Year to Date: 206,422,000
 - b. Inflow (NTMWD), Month: 14,462,000
 - c. Usage, Calendar Year to Date 181,095,380 gallons
 - d. Usage, Month: 17,850,730 gallons
 - e. Usage, Average Daily Water Usage for the Month: 595,024 gallons
 - f. Calendar Year Water Loss Percentage (to date): 12.27%
4. Stage 2 water restrictions are in place as of 1 June 2012.
5. TCEQ audited our water system. Awaiting TCEQ Compliance Inspection Report.

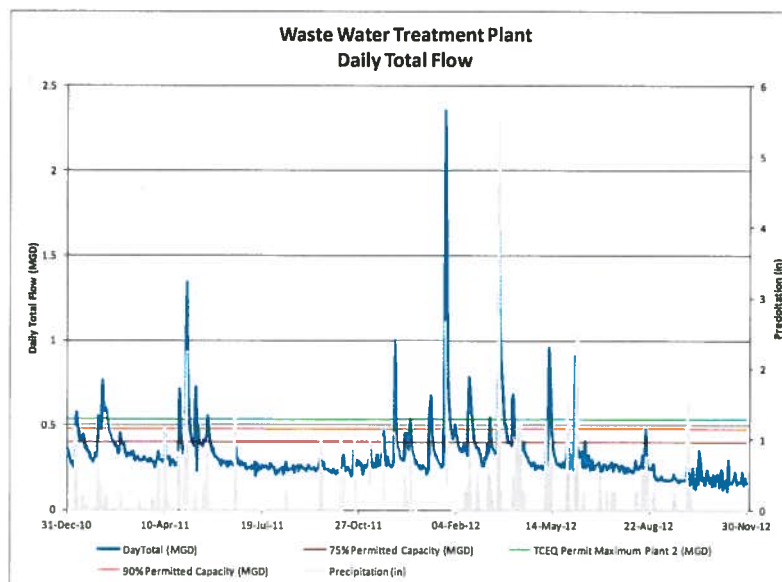
The exit interview seemed routine and no violations were noted at that time. A minor issue was noted involving lower than normal chlorine residuals on the east part of the system and actions have been taken to improve chlorine residuals in that area of our system.





Waste Water System

1. Project backlog:
 - a. Community Development Block Grant (CDBG) to fund sewer system project. See project status below.
 - b. GO Bond related engineering. See project status below.
 - c. Orange Street sewer lift station reconfiguration.
 - d. Investigate and resolve sewer gas problems at Dairy Queen and Windom Street.
2. New waste water system design options being considered.
3. TCEQ audited our wastewater system. Awaiting TCEQ Compliance Inspection Report. The exit interview seemed routine and no violations were noted at that time.



Storm Water System

1. Project backlog:
 - a. Drainage issues behind Hurst Antiques.
 - b. Drainage issues behind May Furniture building.

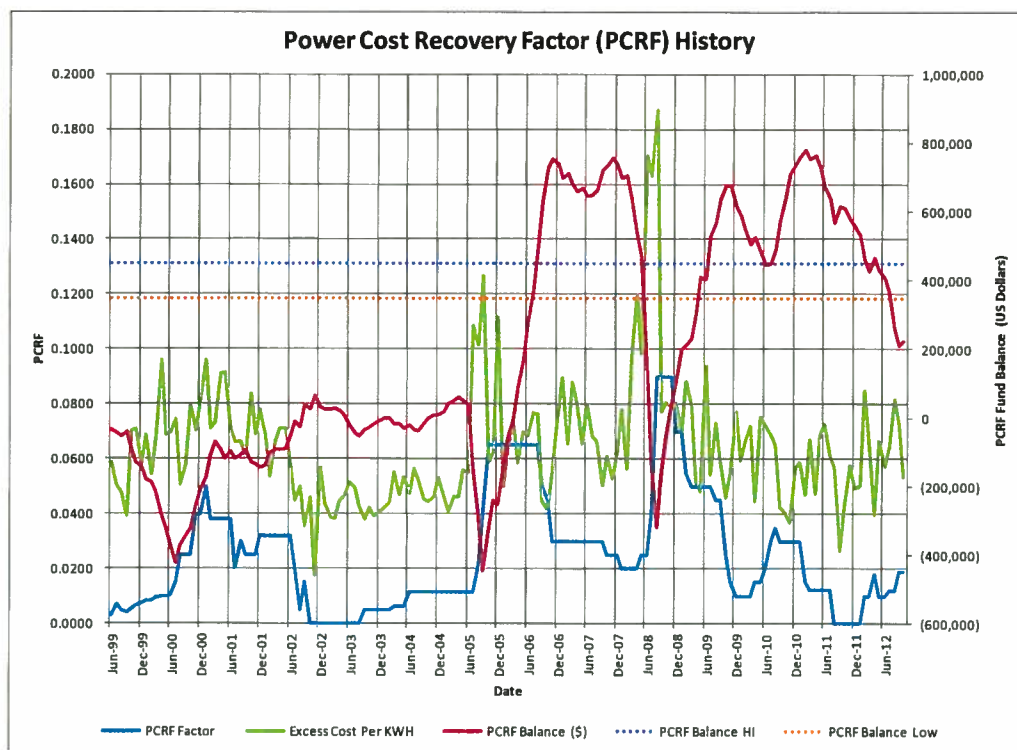
Property and Buildings

1. Project backlog:
 - a. City Hall
 - i. Flag pole project. Following flag pole systems being refurbished by Symonds Flags and Poles: Public Safety Building, Library, Senior Center. Oak Grove created new landscaping design for in front of City Hall surrounding three flag poles.
 - ii. Additional window tinting.
 - iii. Council chamber blind replacement.
 - c. JW Spain
 - i. No parking signs.
 - ii. Parking lot conduit replacement.
 - iii. Restroom and concession stand door replacement/upgrade. Place bars over doors.
 - iv. Field 3 irrigation system initial installation complete.
 - d. Chaparral Trail
 - i. See project status below.
 - ii. Cleared trail between Murchison and Houston Street. Thanks to the LDS Church!!!!
 - e. Rodeo Arena.
 - i. No new activity.
 - f. Public Works maintenance barn.
 - i. Reconfigure and update indoor space.
 - a. Bathroom
 - b. Locker space
 - c. Shower
 - d. Kitchenette/lunchroom
 - e. Office space
 - ii. Shelving
 - iii. Lean-to covered area for parts.
 - g. Rambler Park.
 - i. Water reclamation project.
 - ii. Move gazebo closer to splash pad.
 - iii. Sidewalk connector to the gazebo.
 - iv. Restroom facilities.
 - v. Park survey. (In-work)
 - vi. Replace Rambler's Park sign.
 - vii. Replace Splash Zone sign.
 - viii. New placards indicating park time for watering restriction levels.
 - h. North Lake
 - i. Police shooting range.
 - i. South Lake Park
 - i. The following items are due for replacement/maintenance:
 1. Repair/remove broken portal.

2. Replace hanging bars, 10.
3. Replace missing grill, qty 2.
4. Replace bench at the boat ramp.
5. Replace weak boards on fishing pier.
6. Improve hose bib installation
- j. Civic Center
 - i. Handicap ramp compliance issues.
 - ii. Handicap parking striping and signage.
 - iii. New ice machine.
- k. Best Center
 - i. No projects.
- l. Senior Center
 - i. Concrete for entrance area.
- m. City Park
 - i. The following items are due for replacement/maintenance
 1. Place sand box around slide.
 2. Replace memorial (Eva Stoval) pots and have Garden Club replant flowers.
 3. Replace slats on park bench, southwest corner.
 4. Remove rock from underneath playground equipment and replace with sand.
- n. Install historical markers for the following items:
 - i. Old city standpipe location.
 - ii. Ramblers Baseball Park.
 - iii. Old Train Depot site.
 - iv. Downtown square, William Gotcher
 - v. Looney-Dowlin First Public School

Electrical System

1. Project Backlog:
 - a. Understand the 5 year maintenance plan.
 - b. Inventory electrical system and assign value. (50% complete)
 - c. Model electrical system. (complete except for updates from inventory information)
 - d. Relocate electrical system for the SRTS project.
 - e. Supply electrical service for the 380 project along railroad.
 - f. Shut off power pole mounted street lights downtown that were redundant to our ground level mounted street lights. (complete)
 - g. Reconfigured circuit breaker panel for downtown street lights and Christmas tree. Removed old overhead lines that were no longer used. (complete)
 - h. Move Floyd Street lift station electrical service for the 380 project. (complete)



Refuse System

1. No new news.

Inspections, Permits, Plats

1. No new news.

Vehicles

1. New Public Works truck received. Working on refitting trucks for hand down (Eddie Brock, Mike Rosa)

Special Projects/Grants

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Safe Routes to School Grant Funded by TxDOT	\$674,000	\$5,000 CoF Funded	Jan-13	Aug-13	Environmental clearance complete. Working on utility relocation. 60% plan review complete. Letting date Mar 2013.
Main Street Grant Texas Capital Fund	\$150,000	\$15,000 Cash CoF Funded	Mar-12	Feb-13	1 st phase sidewalk complete. 2 nd phase bid complete.
Chaparral Trail Grant Texas Parks & Wildlife	\$200,000	\$50,000 4B Funded (In-Kind, City Labor/Equipment possible)	Oct-12	Dec-12	Construction 65% complete.
Chaparral Trail Grant Collin County Open Space	\$300,000	\$150,000 (4B, : \$50K)	Feb-12	Jul-13	Grant awarded. CC ILA in work.
Chaparral Trail Grant TxDOT Enhancement Program Grant	\$250,000	\$48,750 cash match + \$3,500 application fee	Not Awarded Yet	Not Awarded Yet	Application complete. Need cash match in 2013/2014 budget.
Waste Water System Community Development Block Grant (CDBG)	\$275,000	\$41,250 (Cash)	Not Awarded Yet	Not Awarded Yet	Expect award Jun-13
Farmersville Parkway Phase III Collin County Bond	\$3,800,000	\$1,900,000	On-Hold	On-Hold	Design complete, some ROW acquired, On hold waiting matching funds, 50%.
Floyd Street Extension Collin County Bond	\$200,000	\$100,000	On-Hold	On-Hold	We have received and spent funding for design and some Right-of-Way only. On hold awaiting matching funding, 50%

Red indicates change from last council meeting.

General Obligation Bond Projects

Project Number	Project Name	Budget/Cost	Status	Estimated Construction Start Date	Estimated Construction End Date
Street Projects					
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	123,000	Engineering	Feb-13	Mar-13
2	Orange Street Overlay (380 to Old Josephine), Partially County Funded)	93,245	Engineering	Aug-13	Feb-14
3	CR557 Overlay (US 380 to SH 78), Majority County Funded	4,583	Construction	Oct-12	Feb-13
4	Hamilton Street Overlay (Yucca to Gaddy)	88,000	Engineering	May-13	Sep-13
5	Street Signs and Installation	95,000	Not Started	May-13	Aug-13
6	Beech Street Overlay (Main to Beene)	137,000	Not Started	Jun-13	Jul-13
7	Windom Overlay (Maple to McKinney)	46,000	Not Started	Jul-13	Aug-13
8	Westgate Overlay (Hwy 78 to Wilcoxson)	94,000	Not Started	Aug-13	Sep-13
9	Central Overlay (College to Prospect)	101,000	Not Started	Sep-13	Oct-13
10	South Washington from Farmersville Parkway to Sid Nelson	88,000	Not Started	Oct-13	Nov-13
11	Sid Nelson from South Washington to Hamilton	88,000	Not Started	Nov-13	Dec-13
12	Hamilton Street from Hwy 380 to Farmersville Parkway	1,384,000	Not Started	Jan-14	Jun-14
13	Santa Fe Reconstruction (Jefferson to Main)	504,000	Not Started	Jun-14	Dec-14
14	Hamilton (McKinney to Yucca)	728,000	Not Started	Jun-14	Dec-14
Street Projects Total		3,573,828			
Street Projects GO Bond Allocation		3,575,000			
Water Projects					
15	North ET/North Main Street	189,000	Not Started	May-13	Aug-13
16	Rike/Houston/Austin Street	163,500	Not Started	May-13	Aug-13
17	Automated Meter Reading System	520,000	Ready for Construction	Feb-13	May-13
18	CR 608/CR 609	63,500	Not Started	Jan-14	Jun-14
19	Sycamore St/Hwy 78	329,000	Not Started	Jan-14	Jun-14
20	Bob Tedford Drive	83,000	Not Started	Jan-14	Jun-14
Wastewater Projects					
21	S Main & Abbey – Gravity Main	52,000	Not Started	Jan-14	Jun-14
22	Hwy 78 & Maple St – Gravity Main	57,000	Not Started	Jan-14	Jun-14
23	Hwy 78 & CR 611 – Gravity Main	172,500	Not Started	Jan-14	Jun-14
24	Floyd St – Lift Station	50,000	Not Started	May-13	Aug-13
25	Sycamore – Gravity Main	23,000	Not Started	May-13	Aug-13
26	Hwy 380 & Welch Dr – Gravity Main	164,500	Not Started	Jan-14	Jun-14
27	Hwy 380 (AFI to Floyd St) – Lift Station & Force Main	445,000	Not Started	Jan-14	Jun-14
28	Locust – Gravity Main	88,500	Not Started	May-13	Aug-13
Water and Wastewater Projects Total		2,400,500			
Water and Wastewater Projects GO Bond Allocation		2,400,000			

Yellow cells indicate supported by bond dispersment (\$1.5M, \$2.0M, \$2.475M)



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: CONSENT AGENDA – Library Report

(II - I)



Charles J. Rike Memorial Library

203 Orange Street - Farmersville, Texas

www.rikelibrary.com

972-782-6681

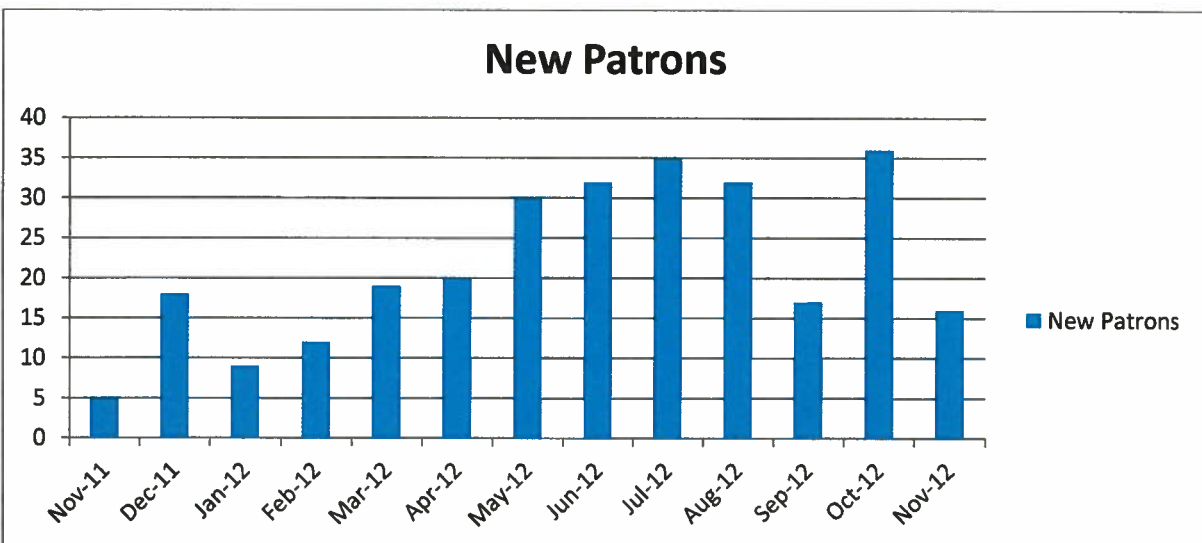
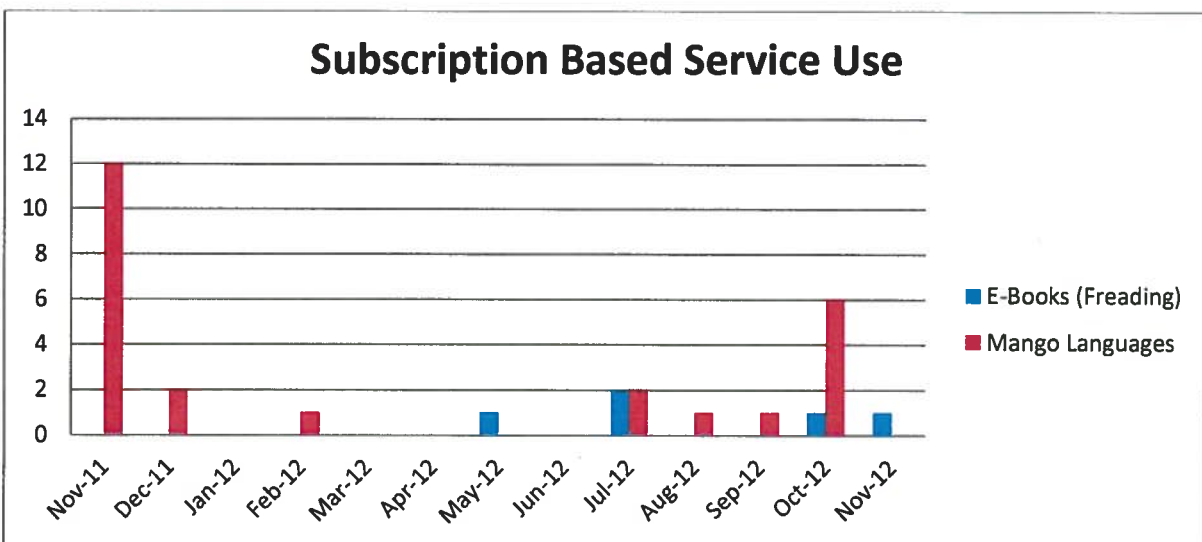
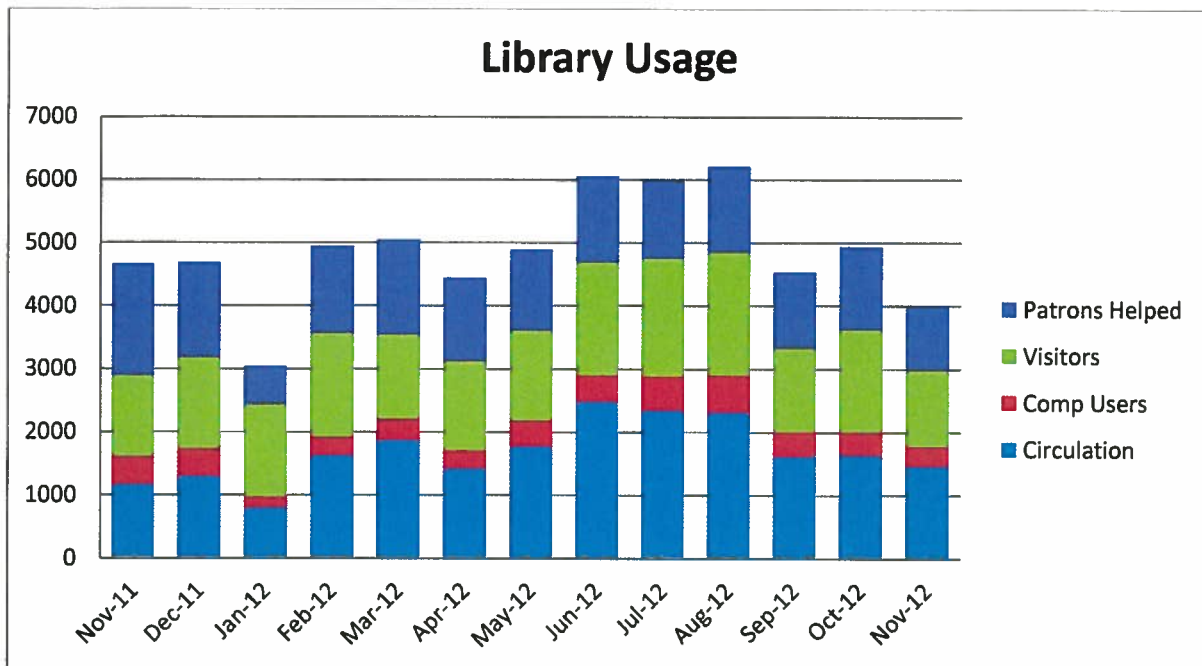
Monthly Report: November – 2012

Circulation:	1,441
Computer Users:	322
Visitors:	1,203
Inter-library Loan	
Books loaned to other libraries:	1
Books borrowed for our patrons:	3
Patrons Saved \$ *	\$19,806.17
New Patrons:	16
Volunteer Hours Donated:	22 hours 45 minutes

Other Items of Interest:

Trisha Dowell gave a presentation about the Library and recent renovations to the Rotary Club on November 13.

* Patron Saved \$ Amount: This amount is how much our patrons save by borrowing books and videos from the Library versus buying them from a bookstore. It is a number that our automation system tracks when there is a price attached to a material.





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: CONSENT AGENDA – City Manager’s Report

(II - J)



City Manager Monthly Report

City Manager General

1. Attended the following meetings:

Meeting Description	Attended
City Council Meeting	1
Farmersville Economic Development Corporation (4A).	1
Farmersville Community Development Corporation (4B).	1
Planning and Zoning Commission	1
Parks and Recreation Board	0
Main Street Board	0
Downtown Merchants Meeting	0
Farmersville Garden Club	0
Chamber of Commerce Board Meeting	0
Chamber of Commerce Networking Meeting	1

2. Attended Texas Municipal League Conference Exhibit.
3. Attended CWD driver appreciation meeting.

Ordinances and Ordinance Changes

1. Backlog
 - a. New
 - i. Painting of fire hydrants. (Underway)
 - ii. Electrical customer infrastructure/impact fees.
 - iii. Street sign standards. (Underway)
 - iv. Comprehensive Plan
 - b. Change
 - i. Standard design details for: water, wastewater, etc. (Underway)
 - ii. Fee schedule update for permit and plat retainers.
 - iii. Revision to the ordinance codification. (Underway)
 - iv. Upcoming SUPs for gamerooms. P&Z in November, Council in December.

Contracts

1. Backlog
 - a. Wireless tower based contracts (AT&T, Partnership Broadband, T-Mobile). (Underway)
 - b. TIRZ ILA with Collin County Tax Office.
 - c. Placing contract expiration dates on centralized calendar.
 - d. Kansas City Southern did not agree to a contract but did agree to us invoicing them twice a month for mowing services rendered at \$150/acre. (complete)
 - e. Rodeo arena/Riding Club joint agreement.
 - f. Little League annual renewal.
2. Franchise agreements. Refuse, telephone, gas, etc.

Planning

1. Continued to support the creation of the new Comprehensive Plan. Draft sections currently under review.

Policy Changes

1. Backlog
 - a. Personnel policy updates.
 - i. Performance review procedures (complete)
 - ii. Time off policy/time bank.
 - b. Information Technology policy.

Personnel Related Matters

1. Kevin Lisman will fill in part-time for Chief Morris while he is undergoing knee replacement.
2. Performance reviews underway. Due for completion by 21 Dec 2012.

Customer Service Window

1. Water leak service orders continue to ramp up.

Budget/Finance

1. Yearly audit underway. Fact finding to complete on 14 Dec 2012.

Information Technology

1. Currently integrating all the City buildings into an enterprise network. This helps with information sharing and data collaboration (sharing calendars, etc.). 70% complete.

Special Events

1. Supported Farmers and Fleas.
2. Supported preparations for Christmas parade.
3. Supported Frosty Farmers Fun Run.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: INFORMATIONAL ITEM – Farmersville Economic Development Corporation
Financial Report

(III - A)

Farmersville Economic Development Corporation
Cumulative Income Statement
For the 12 Months Ended, September 30, 2013

[illegible]

SUMMARY OF ACTIVITY
IN TEXPOOL INVESTMENT ACCOUNTS
ECONOMIC DEVELOPMENT

4A INVESTMENT ACCT	4A Certificate of Deposit
\$366,206.23	

Beginning Market Value for reporting period

Changes in Market Value:

Deposits

Withdrawals

Interest Earned

\$47.10

Ending Market Value for Period

\$366,253.33

\$250,000.00

Weighted average maturity = 48 days

The Public Funds Investment Act (Sec.2256.008) requires the City's Investment Officer to obtain 10 hrs. of continuing education each period from a source approved by the governing body. Listed below are courses Daphne Hamlin will complete to satisfy that requirements.

07-2012 NCTCOG - Public Funds Investment Act Part 1 6 hrs.

07-2012 NCTCOG - Public Funds Investment Act Part 11 6 hrs.

I hereby certify that the City of Farmersville's Investment Portfolio is in compliance with the City's investment strategy as expressed in the City's Investment Policy (Resolution 99-17, and with relevant provisions of the law.



Daphne Hamlin, City Investment Officer



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: INFORMATIONAL ITEM – Farmersville Community Development Corporation
Financial Report

(III - B)

**Farmerville Community Development Corp 4B
Investment and Budget Report**

November 2012

Prepared by: Daphne Hamlin

Farmersville Community Development Corporation
Financial Statement
For the Fiscal Year Ended September 30, 2013

	October	November	December	January	February	March	April	May	June	July	August	September
Beginning Bank Balance	49,726.77	\$79,563.99										
Deposits:												
Sales tax deposits	13,768.94	14,398.28										
Interest income-bank	3.25	3.11										
Transfer to TexPool												
Transfer From Texpool to First Bank	100,000.00											
Check Stock												
Reimbursement for Marketing												
Reimbursement for Main Street Mgr.												
Adjusting Entry												
Total Revenues	163,498.96	93,963.38										
Disbursements:												
Main Street	56,387.91											
Miscellaneous		756.52										
Marketing	881.00	1,095.93										
Reimburse city for accounting												
Chaparral Trail Improvements												
Collin College Scholarship sponsorship												
Chamber of Commerce												
May Taxes		\$ 438.70										
Bain Honaker House Restoration	5,000.00											
Downtown Museum seed money	20,000.00	\$ 1,080.00										
Christmas Activities												
Splashpad Restrooms												
Historical Marker for Post Office Bldg												
Land purchase	1,866.06	\$ 1,666.06										
Fire Works												
Flag Pole Installation												
Total Expenses	83,934.97	\$ 5,037.21										
Ending Bank Balance	79,563.99	88,926.17										
TEXPOOL Balance	84,740.20	\$84,761.13										
Interest Income-TEXPOL	16.70	10.93										
Total Available Funds	164,304.19	173,677.30										

Signed:

12/5/2012

FY2013



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: INFORMATIONAL ITEM – Planning & Zoning Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/planning_and_zoning/index.jsp

(III - C)

FARMERSVILLE PLANNING & ZONING COMMISSION
SPECIAL SESSION MINUTES
November 15, 2012

The Farmersville Planning and Zoning Commission met in special session on November 15, 2012 at 6:30 p.m. at the City of Farmersville Council Chambers with the following members present: Bill Nerwich, Betty Sergent, Craig Overstreet and Tom Waitschies. Bryce Thompson and Lee Warren were absent. Staff members present was City Manager Ben White, Police Chief Mike Sullivan, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison present was Michael Carr.

CALL TO ORDER AND RECOGNITION OF CITIZENS/VISITORS

Chairman Tom Waitschies called the meeting to order at 6:30pm. Edie Sims called roll and announced that a quorum was present. Craig Overstreet offered the invocation.

Item II – A) DISCUSS, APPROVE OR DISAPPROVE MINUTES FROM AUGUST 20, 2012 PLANNING & ZONING MEETING

On a motion from Craig Overstreet and a second by Betty Sergent, the Commission approved the minutes as presented. Motion carried unanimously.

Item II – B) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A REQUEST FOR A PERMANENT SPECIFIC USE PERMIT FOR THE PROPERTY LOCATED AT 101 CANDY STREET

Chairman Waitschies opened the Public Hearing at 6:33pm asking for anyone to come forward to speak in favor of the permanent Specific Use Permit. Rex Thain, residing at 109 College Street, came before the Commission at a previous meeting and asked for a zoning change and the response was that the zoning request was too broad. Mr. Thain stated he is now requesting a permanent Specific Use Permit. When completing the permit application, Mr. Thain stated he tried to eliminate all the issues regarding zoning per the discussion from the zoning change request.

Mr. Thain expressed to the Commission that he plans on purchasing this property based on the zoning being finalized. Mr. Thain stated he plans on moving his existing business to the property on Candy Street but would like to have the latitude for future occupancy if the property is sold.

Craig Overstreet pointed out portions of Mr. Thain's list of allowed uses included a paint shop, auto painting or auto body rebuilding. These are particular businesses which are questionable to be located in the Central Area zoning. Mr. Thain stated that EPA has very strict guidelines and standards for these types of businesses and would be less of an issue than a print shop.

Mr. Thain expressed to the Commission that spot zoning was an issue at the last P&Z Meeting. Candy Street is the dividing street between Commercial zoning and the Central Area zoning and stands as a buffer which limits the types of businesses in the CA District. While planning for 10-20 years from now, Mr. Thain asked for leeway to utilize this property which is 11,000 square feet.

Chairman Waitschies asked for anyone to come forward to speak against the request for a permanent Specific Use Permit.

Pat Morgan, residing at 115 N. Main, expressed concern as her husband has COPD and she does not want to have a business which will bring adverse environmental issues to the area. Ms. Morgan also stated there are a lot of children in this area and whatever business is brought in needs to be aware of the traffic issues.

Deborah Bailess came before the commission expressing her concerns to protect the integrity of Main Street and the historical value of the area. Ms. Bailess expressed that broad zoning is not good for the community.

With no one else coming forward, Chairman Waitschies closed the Public Hearing at 6:43pm.

Commissioner Bill Nerwich stated during the Commission's discussion that he understands Mr. Thain's requests and needs but the list of requested allowances must be constrained and limited to one specific use. Some of the requests listed do not fit in the downtown area and should be located in Light Industrial zones. Mr. Nerwich also questioned if the property was sold, wouldn't the new owner need to apply for a Specific Use Permit according to the requested use? City Attorney Alan Lathrom indicated that each owner would need to apply for a Specific Use Permit if the business were outside the standard uses allowed in the CA District. Typically, the property has only one use for the person utilizing the space instead of multiple uses. Some of the uses requested in Mr. Thain's application are not allowed in the CA District, so requesting a Specific Use Permit would be rejected for those items. In accordance with what is known, Mr. Thain's business could potentially fit under clothing or assembly of light use. Mr. Thain informed the Commission that he has fabrication as well and not just assembly. Questions were then raised as to what exact zoning use Mr. Thain's business, Ride Right, would apply. With looking toward the future as well, City Manager Ben White suggested that the Code Enforcement Officer enter his existing business to help define the exact zoning requirement for Mr. Thain to operate at no cost. At that point, then decisions can be made whether to change our Zoning Ordinance to allow light manufacturing in the CA District.

Ms. Bailess expressed concerns of protest and asked how to stop the change in the Zoning Ordinance as this will change the entire dynamics of the downtown area. Alan Lathrom indicated that it would take a super majority of the Council's vote. Tom Waitschies indicated that if a rezoning were to occur, the impact would affect the entire CA District and not just one property. Mr. White indicated that if light industrial were allowed in the CA District, a change to the Zoning Ordinance would be required.

Bill Nerwich motioned to table this issue and move to a later date and to allow Mr. Thain's business needs to be investigated. Betty Sergent seconded the motion. Motion carried unanimously.

Item II – C) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A SPECIFIC USE PERMIT FOR AMERICAN GLORY GAME ROOM LOCATED AT 2202 WEST AUDIE MURPHY PARKWAY, FARMERSVILLE

Chairman Waitschies opened the Public Hearing at 7:18pm. Chairman Waitschies requested those who are FOR the Specific Use Permit for American Glory Game Room to come and speak. Chris Ball, residing at 4316 Mallard Lane, Sachse, Texas, came forward and requested the renewal of the SUP for American Glory Game

Room. No one else came before the Commission in favor of the SUP for American Glory Game Room.

Chairman Waitschies asked for those OPPOSING the SUP for American Glory Game Room. No one came forth. Chairman Waitschies closed the Public Hearing at 7:19pm.

Police Chief Mike Sullivan came forward to present information to the Commission regarding the game rooms as a whole; particularly indicating that an audit of each game room was performed on September 17, 2012 and again on November 6, 2012. During both inspections, American Glory was found to have 53 machines on the floor. The ordinance for American Glory Game Room permits only 50 machines. A further investigation of all the game rooms was conducted with the Texas Comptroller's Office which regulates amusement businesses. This investigation found no record of American Glory Game Room or Chris Ball as a current amusement license holder. Mr. Ball had an amusement license but it has not been active since 2002.

Police Chief's recommendation to the Commission is that the business is to verify ownership, comply with all state and local regulations, and not approve the SUP until verifications have been made.

Commissioner Bill Nerwich stated he is not for approving American Glory's SUP since this game room is operating out of compliance. Chris Ball came before the Commission stating that 53 gaming machines were in the building but not on the floor for use. Some of the machines may be out of order and he keeps spares available per Mr. Ball. Also Mr. Ball stated that he does not own the machines but is provided the machines through his vendor, World Wide Gaming, who holds the license for the machines. Mr. Ball stated that the machine owners pay taxes and licensing fees. The owners of the machines pay for the stickers as required by the State. Chief Sullivan stated the 53 counted were machines that were available for use on the gaming floor at American Glory.

Commissioner Craig Overstreet questioned if any illicit activity or complaints have been reported at this game room with Chief Sullivan stated no problems were reported to the Police Department. Mr. Overstreet also questioned Mr. Ball his hours of business with Mr. Ball replying that he opens at 8:30 am and closes either at 11pm or 12am weekends. Chris Ball stated the Farmersville Police Officers come by regularly and has not had any problems. Mr. Ball stated he does not want to operate his game room more than what the City has allowed.

Commissioner Craig Overstreet stated it appears that American Glory Game Room is operating out of compliance with the number of machines and motioned not to renew the SUP. Bill Nerwich stated he would like a clarification of the number of machines on the gaming floor. With more questions being raised about the owner of the gaming machines, Chief Sullivan stated he would need to check state law on the legality of another company owning the machines while the game room is operating the machines. Bill Nerwich seconded the motion to not approve the renewal of American Glory Game Room's Specific Use Permit. Motion carried unanimously.

Item II – D) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A REQUEST FOR A SPECIFIC USE PERMIT FOR JOKER'S WILD GAME ROOM LOCATED AT 812 MCKINNEY ST., FARMERSVILLE

Chairman Waitschies opened the Public Hearing at 7:41pm and asked for those FOR the Specific Use Permit for Joker's Wild Game Room to come forward. With no one coming forward, Chairman Waitschies asked for anyone OPPOSING the Specific Use Permit to come forward. With no one coming forth, Chairman Waitschies closed the Public Hearing at 7:41pm.

Police Chief Mike Sullivan spoke to the Commission regarding this particular game room per his recent investigation. Upon the audit inspection on September 17, 2012 and again on November 16, 2012, Joker's Wild Game Room was in compliance with 39 machines on the floor and their permit allows a maximum of 40. Chief Sullivan also informed the Commission that Joker's Wild Game Room has a gaming license and is registered with the State Comptroller's Office. Chief Sullivan stated that Joker's Wild Game Room has been in business for quite a while and the Police Department has not had any issues with this game room.

Commissioner Craig Overstreet questioned since the game room is not located in the Light Industrial Zone, is that enough reason to disallow approval? City Attorney Alan Lathrom stated this is not necessarily a reason not approving the SUP. Council has passed an ordinance which requires new game rooms to be located in the Light Industrial Zones of the City. With that being said, Commissioner Bill Nerwich asked if any police incidents have occurred at this game room with Chief Sullivan replying no. Chief Sullivan stated this game room has been located at its location for quite a while and there have not been any problems at this location. When searching for information on the Texas Comptroller's website, Joker's Wild Game Room's information was easily discovered and all requirements have been met.

Commissioner Bill Nerwich motioned to approve Joker's Wild Game Room SUP. The motion died for a lack of a second.

Item II – E) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A REQUEST FOR A SPECIFIC USE PERMIT FOR PARADISE ISLES GAME ROOM LOCATED AT 1055 WEST AUDIE MURPHY PARKWAY, SUITE 103, FARMERSVILLE

Chairman Waitschies opened the Public Hearing at 7:45pm and asked for those FOR the Specific Use Permit for Paradise Isles Game Room to come forward. Don Donovan came before the Commission stating that he has been in business as Paradise Isles Game Room for 12 years and would appreciate the continuance of his business. Chairman Waitschies asked for anyone OPPOSING the Specific Use Permit to come forward. With no one coming forth, Chairman Waitschies closed the Public Hearing at 7:46pm.

Police Chief Mike Sullivan reported to the Commission regarding this particular game room per his recent audit inspection on September 17, 2012 and again on November 16, 2012, Paradise Isles Game Room was in compliance with 38 and 39 machines on the floor and their permit allows a maximum of 40. Chief Sullivan also informed the Commission that Paradise Isles Game Room has a gaming license and is

registered with the State Comptroller's Office. Chief Sullivan stated that Paradise Isles Game Room has been in business for quite a while and the Police Department has not had any issues with this game room.

With no issues and being in compliance, Commissioner Bill Nerwich motioned to approve the continuance of the Specific Use Permit for Paradise Isles Game Room. The motion died for a lack of a second.

Item II – F) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A REQUEST FOR A SPECIFIC USE PERMIT FOR TRIPLE CRAZY GAME ROOM LOCATED AT 865 WEST AUDIE MURPHY PARKWAY, FARMERSVILLE

The Commission took no action on this item as Triple Crazy Game Room did not turn in an application requesting continuance of their Specific Use Permit. Their allotted time per ordinance for their Specific Use Permit is out of compliance.

Item II – G) INFORMATIONAL PRESENTATION BY JANINE SISAK REGARDING WORKFORCE HOUSING IN FARMERSVILLE

Janine Sisak with DMA Development Company came before the Commission with an informational presentation regarding workforce housing in Farmersville. Ms. Sisak's company develops, owns and manages properties that specialize in senior and workforce properties. The workforce properties are affordable housing for individuals and families that are challenged financially. The developer does not subsidize through HUD or any other funding entity and the housing is not Section 8.

Presently the developer is administered through the State of Texas which means they will not sell out and leave an undeveloped property. The development will be right restricted. DMA has identified a property adjacent to Murphy's Crossing. With the presentation, Ms. Sisak requested the Commission to express concerns so that a very successful housing community could be planned. DMA is planning to apply to the Texas Department of Housing and Community Affairs to fund this development and requested support of this project.

The information was well received by the Commission, however no action was required.

ADJOURNMENT

Betty Sergent motioned to adjourn with Craig Overstreet seconding the motion. P&Z Commission adjourned at 8:10 p.m.

ATTEST:

Tom Waitschies, Chairman

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: INFORMATIONAL ITEM – Farmersville Community Development Corporation Meeting Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/community_development/index.jsp

(III - D)

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION
MINUTES November 19, 2012 DRAFT

CALL TO ORDER, ROLL CALL AND RECOGNITION OF VISITORS

The Farmersville Community Development Corporation met on November 19, 2012 at the Best Community Conference Center. President Diane Piwko convened the meeting at 5:47 p.m. and announced that a quorum was present after roll call by Adah Leah Wolf. The following board members were present: Diane Piwko, Leaca Caspari, Jim Dawkins, Phil Weiss, and Dick Seward. Board members absent: David Reynolds and Del Sergent. President Piwko welcomed Main Street Manager Adah Leah Wolf, City Manager Ben White, Mayor Joe Helmberger, Loydell Seward, Eddy Daniel, Bill Daniel and Janet Tharp.

CONSIDER FOR APPROVAL OCTOBER 8, 2012 MEETING MINUTES

On a motion by Leaca Caspari, and a second by Jim Dawkins, the Board approved the meeting minutes of October 8, 2012 as written.

CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT

A motion was made by Leaca Caspari to accept items presented for payment; motion seconded by Dick Seward and carried. Land payments to be made on a quarterly basis, beginning in January. Balance of marketing money in budget to be paid to city. Jim Dawkins made a motion that reimbursement for budgeted Christmas decoration expenses and food expenses for decorating volunteers be approved; Leaca Caspari seconded the motion, which passed.

CONSIDERATION & POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR OCTOBER 2012 AND REQUIRED BUDGET AMENDMENTS

A motion was made by Leaca Caspari to accept October financial statements as written; motion seconded by Dick Seward and carried.

MAIN STREET MANAGER REPORT

Main Street Manager Adah Leah Wolf provided a written monthly report for October 2012, and highlighted the following: Manager provided building history information for 3 buildings to the Farmersville Historical Society for use on the upcoming historical buildings tour on Dec. 8. Manager met with FHS cross country coach Jennifer Crawford regarding the Dec. 1 fun run. It will begin near City Hall, proceed through the residential area, and finish at the Chaparral Trail trailhead. The Marketing Committee is promoting Christmas events with a postcard to the 75442 zip code area. The Main Street architect has provided façade design assistance for The French Bunny (109 S. Main) and for 117 McKinney (new Jalapenos Restaurant). Main Street provided start up business information to Kris Washam and family, who have opened the Anlyn Coffee Brothers Company at 116 McKinney Street. Downtown decorating will occur tomorrow at 5 pm and volunteers are welcomed. The DFW Toys for Tots Motorcycle run will pass through downtown on December 1 at approximately 11:15 AM, with 800-1000 bikes. On December 7, students from Tatum Elementary will come downtown to decorate a tree on the gazebo, and enjoy hot chocolate and cookies in front of Fiber Circle-volunteers are welcomed to assist.

BRIEFING ON COMPREHENSIVE PLAN FOR CITY

Janet Tharp and Eddy Daniel distributed a handout and briefed the board on the city's comprehensive planning progress. The last comprehensive plan the city had was done in 1996. The current project is a detailed planning effort which will become an important planning document to guide the city in the next 20 years. Board members were encouraged to read over the briefing handout and attend the citywide planning input meeting, which will be held November 29 at 6 PM in the city council chambers.

MUSEUM PLANNING UPDATE

Bill Daniel provided the following museum planning update: The museum board have a design concept, have elected officers, established a bank account, met with city manager and city engineer, have a 501 (c) (3) process in progress, are ready to begin construction plans, and estimate construction to begin in March. In their next report to the 4B board they will discuss cost, fundraising plans, and sustainability plans.

WRAP-UP AND DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

Next board meeting to be held January 14, 2013, at 5:45 PM in the Best Center. There will be no board meeting in December. Agenda items to include flagpole progress, and employee review process.

ADJOURN

On a motion to adjourn by Jim Dawkins, seconded by Dick Seward, the meeting adjourned at 6:43 PM.

Signatures:

Diane Piwko, President

Leaca Caspari, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: INFORMATIONAL ITEM – Farmersville Economic Development Corporation Meeting Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/economic_development/index.jsp

(III - E)

FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION

MEETING MINUTES

October 17th, 2012

The Farmersville EDC met in special session on October 17th, 2012, at 12:00 p.m. at the City of Farmersville Council Chambers with the following members present: Robbie Tedford, Stefanie Hurst, Kevin McGuire, and Chris Lair. Staff members present were City Manager Ben White and Daphne Hamlin. Guest present were Real Estate Agents Mark Moss and Alicia Moss, FCC Care Group Westy Young, Don Miller and Shane Lewis.

CALL TO ORDER

Robbie Tedford convened the meeting at 12:27 p.m. and announced that a quorum was present.

RECOGNITION OF CITIZENS/VISITORS

Guest recognized was City Manager Ben White and City Accountant Daphne Hamlin. Guest present were Real Estate Agents Mark Moss and Alicia Moss, FCC Care Group Westy Young, Don Miller and Shane Lewis.

RECEIVE REPORT ON STATUS OF STATE HIGHWAY 380 RECONSTRUCTION PROJECT FROM LAKE LAVON TO THE COLLIN/HUNT COUNTY LINE.

Ben White updated the EDC 4A Board advising not much has changed since last month. City has been working on providing power to the Railroad Crossing for signaling that is going to be placed on new Railroad Bridge. TxDot is prepping for retaining walls on Phase III.

UPDATE REGARDING COMPREHENSIVE PLAN

Ben White updated the EDC 4A Board regarding the comprehensive plan. Ben White stated that Janet Tharp and Daniel & Brown are in the middle of creating all the chapters. Ben White also stated that a draft review is planned for November 19th, 2012 with EDC 4A and CDC 4B. Ben White also stated that a draft of the comprehensive plan will go before Planning & Zoning for review on December 7th, 2012, and also scheduled in December a public roll out of the comprehensive plan review.

UPDATE REGARDING COLLIN COLLEGE

No update provided

DISCUSSION REGARDING OPPORTUNITIES THROUGH THE FARMERSVILLE ECONOMIC DEVELOPMENT BOARD FOR PROPERTY INVESTMENT PRESENTED BY MARK MOSS.

Mark Moss introduced to the EDC 4A Board Westy Young, Don Miller and Shane Lewis. Westy Young addressed the EDC 4A Board his position is land acquisition for Senior



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: INFORMATIONAL ITEM – Parks Board Minutes

The Parks and Recreation Board did not meet during the month of November. The Board will not meet until January.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/parks_and_recreation_board_meetings.jsp

(III - F)



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: INFORMATIONAL ITEM – Main Street Board Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/main_street_board/index.jsp

(III - G)

**Farmersville Main Street Board
Meeting Minutes October 16, 2012
5:15 p.m., Best Center**

The meeting was brought to order at 5:18 p.m. Present were Main Street Manager, Adah Leah Wolf, and board members Jim Dawkins, Matthew Busby, and Margaret Vigil.

Visitors: City Manager Ben White

Minutes from September 18: Matt Busby made a motion to approve the September 18, 2012 minutes be accepted as printed; Margaret Vigil seconded the motion. The motion passed.

Consider for Approval September 2012 Financial Statements: Margaret Vigil made a motion to approve the September 2012 Financial Statements as printed; Matt Busby seconded the motion, which passed.

Downtown Ambassadors: Board members were given directories of the Main Street District, with contact information for building/business owners. The district was divided into North, South, East and West regions, with the following ambassadors for each: North-Bryan Williams, South-Matt Busby, East-Robyn Menard and Ginger McNeill, and West-Margaret Vigil. Board members were asked to a) contact each person/business in their region, b) introduce themselves, and c) be sure contact information is correct and complete.

Window Coverings Project: Discussion of how our buildings appearances can be improved via their windows. Ambassadors will speak to building/business owners in their assigned region, and elicit suggestions on how their windows can be improved. If owners are open to receiving assistance with window dressing, this will be considered at the next Main Street Board meeting. Also suggested was that the Museum planning committee place a display in a downtown window.

Main Street Manager Report: Adah Leah Wolf provided a written report and highlighted the following: **Organization--** The annual Texas Downtown Association conference will be in Wichita Falls and board members are encouraged to attend if possible. The Downtown Merchants Assoc. will meet at The Classic Vintage Shop on Thursday October 18 at 9 am; Robert Blackstock and Angel Alford will host. The Museum Planning Committee is making good progress and has a rendering of the proposed museum. **Design--** Main Street design assistance has been requested for The French Bunny (awning and signs); for 100 McKinney Street; and for 117 McKinney Street (upcoming Jalapenos Restaurant). The city is beginning a flagpole project, which was further explained by Ben White. It will include 3 flagpoles and landscaping at City Hall, as well as refurbishing the poles at the library, senior center, and police station. Ben White also reported that the Main Street Capital Fund Grant will be funding new light poles downtown, and for further sidewalk



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: INFORMATIONAL ITEM – Main Street Report

Main Street Report is attached.

(III - H)

Main Street Monthly Report
November 2012
Reported by Adah Leah Wolf, Manager



ORGANIZATION:

6-9	Manager attends annual Texas Downtown Association conference in Wichita Falls
14	City Staff Meeting
19	4B Board meeting: preparation of agenda, handouts and associated meeting materials. Janet Tharp and Eddy Daniel give a briefing on the city's Comprehensive Plan update progress. Update on museum plans by Bill Daniel.
	No Main Street Board meeting this month. "Downtown Ambassadors" have begun to assist with downtown communications.
2	Museum planning meeting held with Jim Dawkins, Eddy Daniel, and Ben White.
19	Farmersville Heritage Museum board meets; architect Jim Wilson invoices approved for payment.
20	Museum board chairman Linda Dawkins resigns.
20-21	Manager takes vacation leave

PROMOTION:

2	Mtg with FHS cross country coach Jennifer Crawford and city staff regarding December 1 holiday run/fundraiser
3	Farmers & Fleas Market-great weather and good shopping. Bill Keath assists in place of Mark Vincent.
15	Mtg with David Marks, organizer of DFW Toys for Tots Motorcycle Run. Route will come through downtown Farmersville on December 1. Marketing Committee makes plans to have an info booth at the motorcycle run's starting location during the registration time. Over 800 motorcycles expected to participate!
30	December calendar and newsletter sent using Constant Contact (and mail to those without email)
	Marketing committee is updating website template which will allow for more ease in use and more attractive design.
	24 Plywood Snowmen obtained and distributed to business owners to be decorated as part of Christmas décor.
	Laurence Parent, photographer for Texas Highways, conducts photo shoot of Chaparral Trail in Farmersville, for an upcoming spring issue of the magazine.
	City website updated, and revisions made to Downtown Shoppers Guide
	Marketing Committee Meeting: selects photo and designs Christmas postcard, sent to 75442 zip code through Every Door Direct Mail program.

DESIGN:

	Renovations underway: 106 McKinney Street, 124 McKinney Street, 117 McKinney St. Renovations begin on 100 McKinney Street (old Foy building), owned by Bryan and Donna Williams.
	Photos of good examples of downtown holiday window displays sent to state Main Street office for inclusion in their archives.
	City working on plans for additional landscaping to West entrance side of City Hall; flagpoles at Police Dept. and Senior Center removed for refurbishing.
	Volunteer Jack Smith provides photos of ongoing work on downtown buildings.
	Charlie Whitaker shares aerial photos of downtown, good for showing changes within last 15 years.

ECONOMIC RESTRUCTURING:

1	Chamber of Commerce Luncheon with special speaker held at Civic Center.
	New business downtown: Kris Washam, has opened Anlyn Coffee Brothers Co. at 116 McKinney Street, along with sons Andy and Lyndon. Custom roasted coffee, specialty drinks, and pastries.
15	Downtown Merchants meeting, hosted by AnLyn Brothers Coffee Company. Photo submitted to newspaper.
16	Progressive holiday party held from 7-9 PM, by invitation, hosted by Red Door Antiques, Main Street Antiques, and the French Bunny. Very successful.
20	Downtown decorating day: gazebo, light poles, tree





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: INFORMATIONAL ITEM – Building & Property Standards Minutes

The Building and Property Standards Board did not meeting during the month of November. Presently, there are no cases to be presented to the Board at this time.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/building_and_property_standards_meetings.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: INFORMATIONAL ITEM – TIRZ Minutes

The TIRZ Board did not meet during the month of November.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/building_and_property_standards_meetings.jsp

- Kenneth Maun's Office is working on an Interlocal Agreement regarding the collection of taxes within the TIRZ. It will also go before Commissioner's Court in the near future.

(III - J)



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: December 11, 2012
SUBJECT: Second Reading – Consider, discuss and act upon an ordinance to annex 5.921 acres into the city limits of Farmersville

Ordinance is attached for review.

ACTION: Discuss, approve or disapprove the second reading of the ordinance to annex 5.921 acres into the city limits of Farmersville

(IV – A)

**CITY OF FARMERSVILLE
ORDINANCE #O-2012-1211-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ANNEXING ADJACENT AND CONTIGUOUS TERRITORY, AS HEREINAFTER DESCRIBED AND COMPRISING 5.921 ACRES, MORE OR LESS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREFTER ADOPTED; ADOPTING A SERVICE PLAN; FURTHER PROVIDING FOR AMENDING AND CORRECTING THE OFFICIAL BOUNDARIES OF THE CITY AS HERETOFORE ADOPTED; PROVIDING THAT THE CITY MANAGER UNDERTAKE CERTAIN ACTIONS RELATIVE TO SAID ANNEXATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE.

WHEREAS, the City of Farmersville, Texas is a Type A General-Law Municipality located in Collin County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code, and operating pursuant to the enabling Legislation of the State of Texas;

WHEREAS, a petition has been duly signed and acknowledged by each and every person or corporation having an interest in the territory proposed to be annexed;

WHEREAS, said tract of land is contiguous to the City and is not more than one-half (1/2) mile in width;

WHEREAS, the City accepted the Petition pursuant to Chapter 43 of the Texas Local Government Code and has instituted annexation proceedings to annex the territory covered by such petition for annexation; and

WHEREAS, the City published notice of the public hearings on said annexation in a newspaper of general circulation in the City and in the territory proposed to be annexed and held two separate public hearings in accordance with Chapter 43 of the Texas Local Government Code; and

WHEREAS, the public hearings were conducted and held in accordance with Chapter 43 of the Texas Local Government Code; and

WHEREAS, all required written notices were timely sent to all property owners and others entitled to written notice at least thirty-one (31) days before the first public hearing; and

WHEREAS, all required statutory notices pursuant to the Chapter 43 of the Texas Local Government Code have been accomplished; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a service plan, attached hereto as Exhibit "B" and incorporated herein for all purposes, was prepared by the City Manager, or his designee, before the date that notice of the

first public hearing was published and posted, which plan was made available for inspection and explained at the public hearings conducted as herein described; and

WHEREAS, annexation proceedings were instituted and completed relative to the territories to be annexed on September 11, 2012, by the introduction and adoption of this annexation ordinance during a Regular Session of the City Council of the City of Farmersville on said date; and

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

SECTION 1: That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2: That the following described territory shall be and is hereby annexed into the corporate limits of the City of Farmersville, Collin County, Texas:

An approximately 5.921 acre tract of land located along the Northwest line of Chaparral Trail, Collin County, Texas, and being situated in the W. B. Williams Survey, Abstract No. 952, and being a portion of a tract of land described in a deed to Bobby R. Roan, individually and Odie Hall, trustee of the Odie Hall Living Trust as recorded under CC # 20060607000776690 of the Official Public Records of Collin County Texas, and as further described in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 3: That the municipal service plan for the herein annexed territory, attached hereto as Exhibit "B" and incorporated herein for all purposes, was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance, and is made a part hereof.

SECTION 4: That the territory described in Exhibit "A" shall bear its pro rata share of the taxes levied by the City, and the inhabitants of the areas herein annexed shall be entitled to all of the rights, privileges, and responsibilities of other citizens of the City and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5: The official map and boundaries of the City heretofore adopted and amended be and are hereby amended so as to include the territory depicted in Exhibit "A" as part of the City.

SECTION 6: The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance including, but not limited to, any corrections to the official map of the City to add the territory hereby annexed as required by law.

SECTION 7: The City Manager is hereby directed and authorized to file or cause to be filed a certified copy of this Ordinance with the necessary governmental agencies, including the United States Department of Justice.

SECTION 8: If any section, subsection, sentence, phrase, or word be found to be illegal, invalid or unconstitutional, or if any portion of said properties is incapable of being annexed by the City of Farmersville, Texas, for any reason whatsoever, the

adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision to any other person or portion of said properties, situation or circumstance, nor shall the adjudication affect any other section, sentence, phrase, word, paragraph or provision of any other ordinance of the City of Farmersville, Texas. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid properties without the invalid part and invalid properties and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9: This Ordinance shall take effect and be in full force from and after its passage, as provided by the laws of the State of Texas.

PASSED on first reading on the 13th day of November, 2012, and second reading on the 11th day of December, 2012 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 11th DAY OF DECEMBER, 2012.

Joseph E. Helmberger, P.E., Mayor
City of Farmersville, Texas

ATTEST:

Edie Sims, City Secretary

EXHIBIT A

Description of Area for Annexation

STATE OF TEXAS
COUNTY OF COLLIN

BEING all that tract of land in Collin County, Texas, out of the W.B. Williams Survey, A-952, and being part of that called 30.51 acres of land described in a deed to Bobby R. Roan, Individually, and Odie Hall, trustee of the Odie Hall Living Trust as recorded under CC# 20060607000776690 of the Official Public Records of Collin County, Texas, and being further described as follows:

BEGINNING at a 1/2 inch steel rod found capped "Stovall" at the East corner of that called 10.00 acres of land described in a deed to Elizabeth R. Keith and John E. Keith as recorded under CC# 20070329000421880 of the Official Public Records of Collin County, Texas, from which a fence corner post found at the North corner of said 10.00 acres bears North 39 degrees 33 minutes 11 seconds West, 246.23 feet for witness;

THENCE South 39 degrees 33 minutes 11 seconds East, 170.21 feet to a 1/2 inch steel rod found capped "Stovall" at a common angle point of said 30.51 acres and that called 47.1889 acres of land described as Fourth Tract in a deed to Rudolph Prikryl, Trustee of Sugar Hill Development as recorded in Volume 2418, Page 640 of the Deed Records of Collin County, Texas;

THENCE South 75 degrees 13 minutes 43 seconds East, 138.21 feet to a 1/2 inch steel rod found capped "Geer" on the Northwest line of said Chaparral Trail, at the East corner of said 30.51 acres, and at the South corner of said Fourth tract;

THENCE South 56 degrees 16 minutes 23 seconds West (Bearing Basis), 1106.55 feet along the Northwest line of said Chaparral Trail to a point on the existing city limit line of the City of Farmersville;

THENCE North 00 degrees 15 minutes 27 seconds East, 390.00 feet along said existing city limit line to a point on the South line of said 10.00 acres;

THENCE North 89 degrees 59 minutes 13 seconds East, 90.81 feet along the South line of said 10.00 acres to a 1/2 inch steel rod found capped "Stovall" at an angle point of said 10.00 acres;

THENCE North 56 degrees 17 minutes 04 seconds East, 704.15 feet along the Southeast line of said 10.00 acres to the POINT OF BEGINNING, containing 5.921 acres of land.

EXHIBIT B ANNEXATION SERVICE PLAN

In connection with the annexation of a 5.921 acre tract of land, described in Exhibit "A", the following service plan is adopted as required by Section 43.056 of the Texas Local Government Code.

The City of Farmersville will, to the extent it provides or authorizes such services itself or through contractual arrangements with other entities, provide the following services in the area upon the effective date of the annexation of the area:

- (1) Police protection;
- (2) Fire protection;
- (3) Solid waste collection;
- (4) Maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- (5) Maintenance and operation of roads and streets, including road and street lighting;
- (6) Maintenance and operation of parks, playgrounds, and swimming pools;
- (7) Maintenance and operation of any other publicly owned facility, building or service; and
- (8) Emergency medical services.

The City of Farmersville will also provide other services such as planning, zoning, code enforcement, subdivision regulation, animal control, court, construction codes and general administration; to the extent it now provides any such service, on the effective date of the annexation.

Full municipal services, including electric power services, will be made available to this property as provided by the development ordinances of the City, provided the property owner pays the cost of the extension of any lines or construction of any such municipal services to the property.

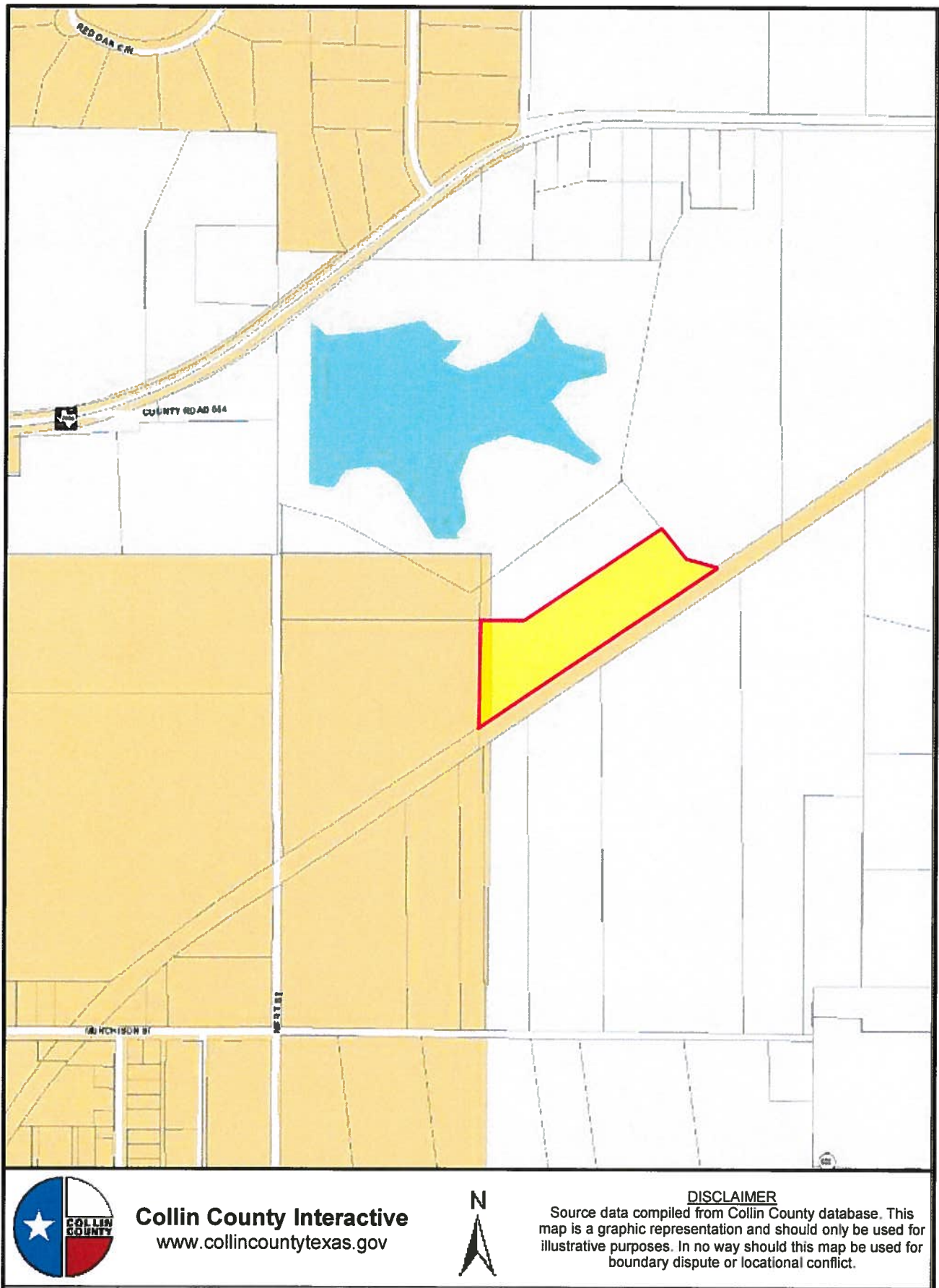
Miscellaneous Provisions:

- (1) This service plan is valid for ten years. Renewal of the service plan is at the discretion of the City of Farmersville.

(2) This service plan does not require a uniform level of full municipal services to each area of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

(3) This service plan shall not be amended unless public hearings are held in accordance with Texas Local Government Code, § 43.052.

(4) This service plan is adopted as Exhibit "B" to the Ordinance annexing the property described in Exhibit "A" to the City of Farmersville. The City shall provide the following described area or cause the area to be provided with services in accordance with this service plan: an approximately 5.921 acre, more or less, tract of land situated in Collin County, Texas, in the William B. Williams Survey, Abstract No. 952, and being a portion of a tract of land described in a deed Bobby R. Roan, individually, and Odie Hall, trustee of the Odie Hall Living Trust as recorded under CC# 20060607000776690 of the Official Public Records of Collin County, Texas and as further described in Exhibit "A."



Collin County Interactive
www.collincountytx.gov



DISCLAIMER

Source data compiled from Collin County database. This map is a graphic representation and should only be used for illustrative purposes. In no way should this map be used for boundary dispute or locational conflict.



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: December 11, 2012

SUBJECT: First and Only Reading – Consider, discuss and act upon an ordinance to establish a Specific Use Permit for American Glory Game Room located at 2202 W. Audie Murphy Parkway

- Application packet is attached for review
- Appeal letter from the Game Room is attached for review
- Ordinance is attached for review
- Recommendation from Chief Sullivan
- Refer to Planning & Zoning Minutes dates November 15, 2012 – P&Z denied the renewal of this Specific Use Permit

ACTION: Approve or disapprove first and only reading of ordinance.

(IV – B)

To: City of Farmersville

November 19, 2012

Attention: Edie Sims, City Secretary

American Glory is formally requesting to appeal the City of Farmersville Planning and Development's decision on November 15th, 2012 regarding the special use Permit for American Glory located at 2202 West Audey Murphy Parkway in Farmersville, TX.

American Glory has operated under the Special Use permit rules and regulations as specified.

American Glory would like the opportunity to address the City Council regarding the following:

- Reconsideration of the Special Use Permit for American Glory
- Number of games in use at American Glory
- License through the state of Texas, which is under For Amusement Only LLC (32039502631), formally known as World Wide Gaming LLC (32015307484).

Thank you,

American Glory

2012 NOV 19 PM 12:20



**CITY OF FARMERSVILLE
SPECIFIC USE PERMIT APPLICATION**

APPLICANT'S NAME: Chris Ball

APPLICANT'S ADDRESS: 4316 MAILLARD LN Sachse TX 75048

APPLICANT'S CONTACT NUMBERS: 469-585-4549

NAME OF OWNER: CHRIS BALL

ADDRESS OF OWNER: 4316 MAILLARD LN Sachse TX 75048

LOCATION OF PROPERTY: 2202 West Audie Murphy Parkway

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. 2 TRACT _____ BLOCK NO. —

PLAT — ADDITION: —

SURVEY: Farmersville West (CFC) NUMBER OF ACRES: 1.9368

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed to be changed, and a complete legal field note description.

PROPOSED USE: GARAGE

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the back of this sheet.

THE EIGHT CONDITIONS listed on the back of this sheet **MUST** be met before City Council can grant a Specific Use Permit.

ATTACH THE APPROPRIATE FEE:

LESS THAN ½ ACRE	\$100.00
½ ACRE OR MORE AND LESS THAN 5 ACRES	\$250.00
5 ACRES OR MORE	\$500.00
PUBLIC HEARING FEE (PER HEARING).....	\$ 12.50

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by the City Council.

SIGNATURE OF APPLICANT: Chris Hall Date: 11-6-12

SIGNATURE OF OWNER: Chris Hall Date: 11-6-12
(If not applicant)

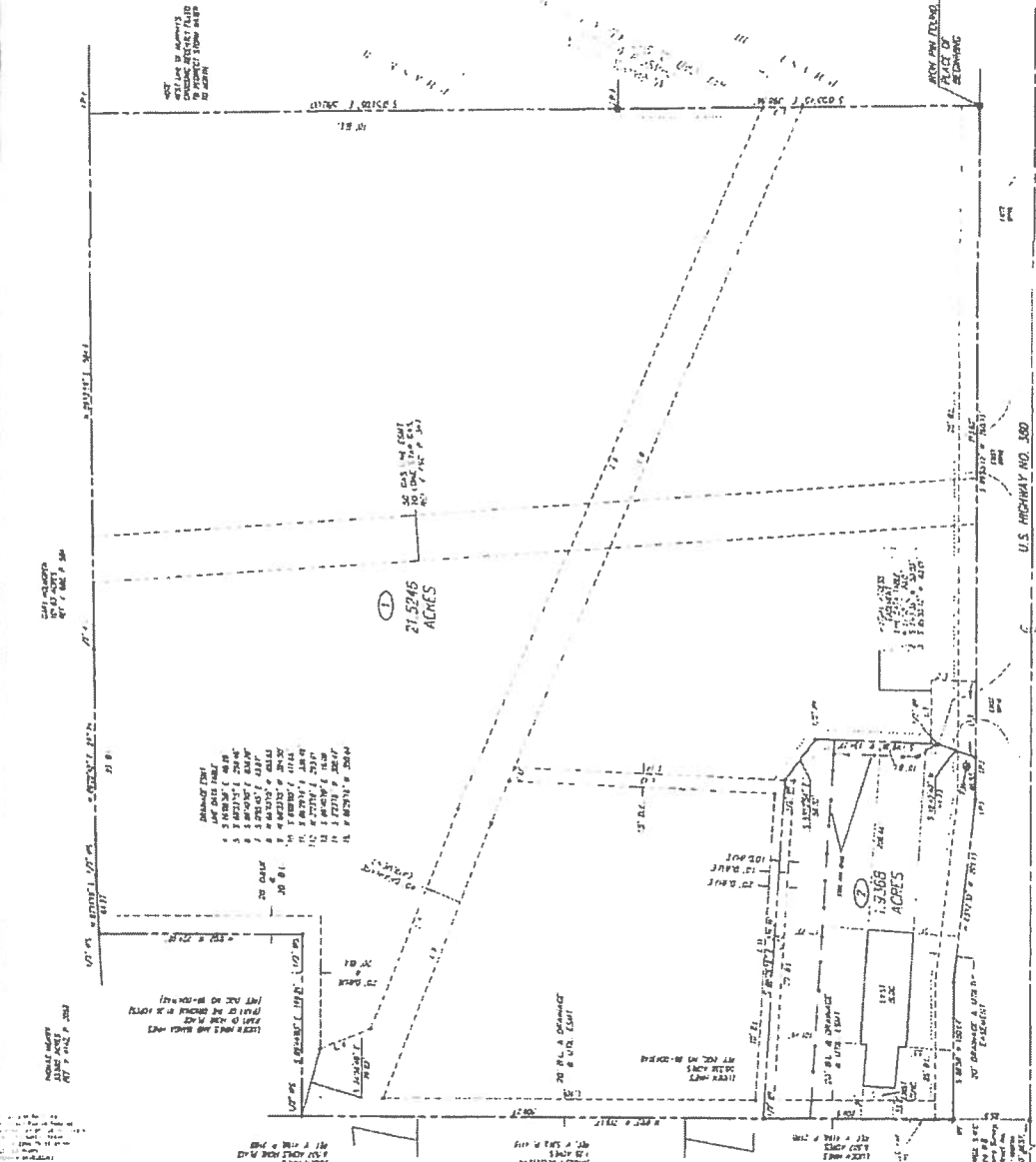
INCLUDE THE FOLLOWING INFORMATION ON A SITE PLAN. THE PLAN MUST BE DRAWN TO SCALE.

- Boundaries of the area covered by the site plan.
- The location of each existing and proposed building and structure in the area covered by the site plan and the number of stories, height, roof line, gross floor area and location of building entrances and exits.
- The location of existing drainage ways and significant natural features.
- Proposed landscaping and screening buffers.
- The location and dimensions of all curb cuts, public and private streets, parking and loading areas, pedestrian walks, lighting facilities, and outside trash storage facilities.
- The location, height and type of each wall, fence, and all other types of screening.
- The location, height and size of all proposed signs.

~~~~~ • ~~~~~

THE ZONING ORDINANCE REQUIRES THAT THESE EIGHT CONDITIONS MUST BE MET BEFORE A SPECIFIC USE PERMIT CAN BE ISSUED:

- That the specific use will be compatible with and not injurious to the use and enjoyment of other property, nor significantly diminish or impair property values within the immediate vicinity; and
- That the establishment of the specific use will not impede the normal and orderly development and improvement of surrounding vacant property.
- That adequate utility, access roads, drainage and other necessary supporting facilities have been or will be provided.
- The design, location and arrangement of all driveways and parking spaces provide for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent development.
- That adequate nuisance prevention measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration.
- That directional lighting will be provided so as not to disturb or adversely affect neighboring properties.
- That there are sufficient landscaping and screening to insure harmony and compatibility with adjacent property
- That the proposed use is in accordance with the Comprehensive Plan.



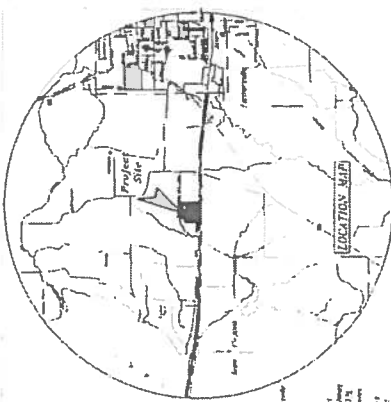
LEGEND

- Boundary Line
- Easement Line
- Right-of-Way Line
- Survey Line
- Easement
- Right-of-Way
- Survey

NOTICE: THIS MAP WAS PREPARED BY THE CITY OF FARMERSVILLE, TEXAS, AND IS NOT A LEGAL DOCUMENT. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN FOR THE CITY'S OWN USE. THE CITY OF FARMERSVILLE, TEXAS, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.

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The project is located in the City of Farmersville, Texas, and is subject to the City's zoning regulations. The project is located in the City of Farmersville, Texas, and is subject to the City's zoning regulations.

PLAT NO. 8976

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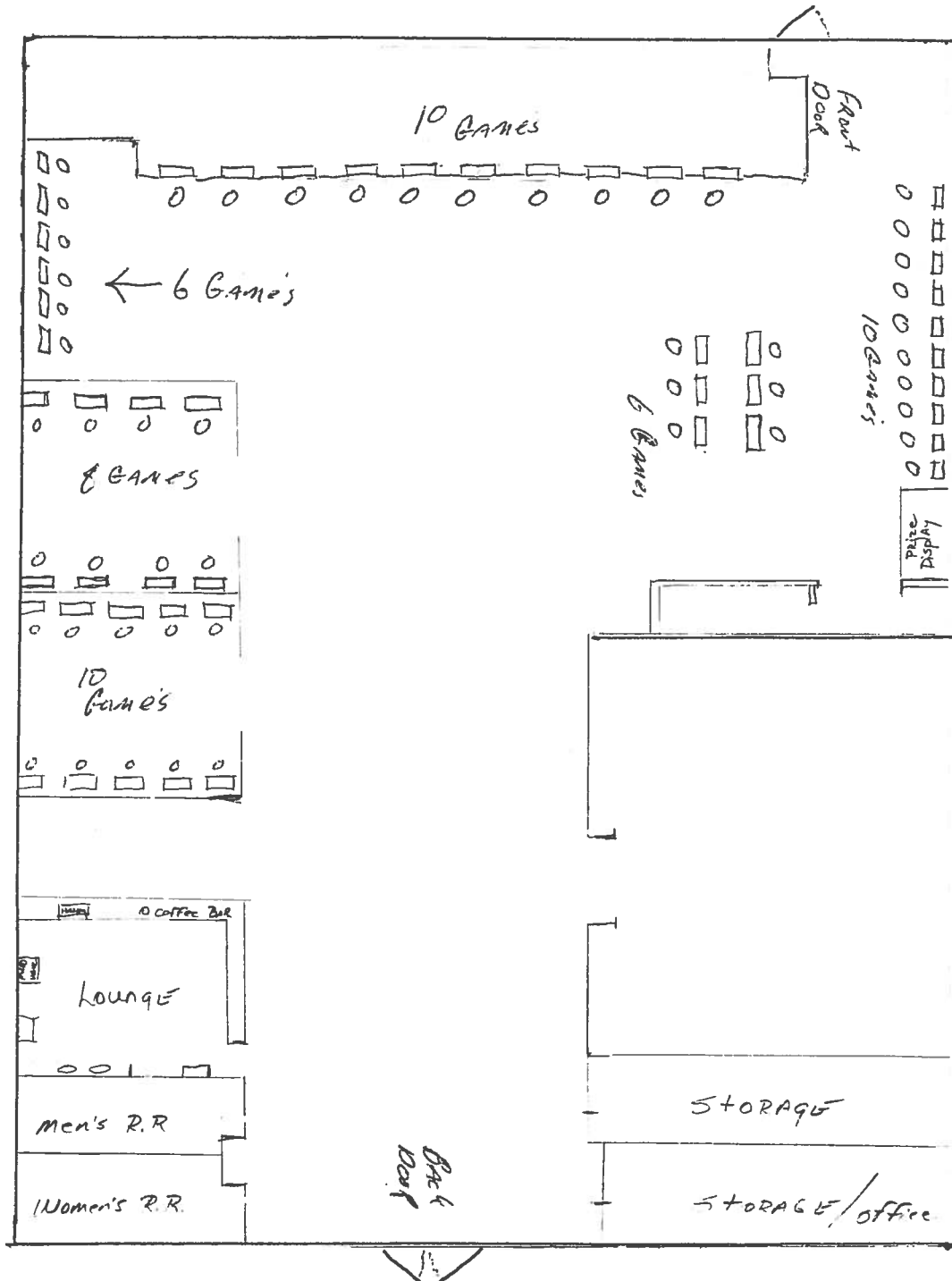
PLAT NO. 8976

PLAT NO. 8976

PLAT NO. 8976



AMERICAN GLORY Game Room  
2202 West Audie Murphy Parkway



# COLLIN CAD Property Details

Prop ID: 2595283 / Geo ID: R-8976-000-0020-1

## CURRENT PROPERTY INFORMATION


|                                  |                                                                          |                             |               |
|----------------------------------|--------------------------------------------------------------------------|-----------------------------|---------------|
| Owner's Name and Mailing Address | P R E AND COMPANY LLC<br>18530 MEGANS WAY<br>FARMERSVILLE, TX 75442-5791 |                             |               |
| Location                         | 2202 AUDIE MURPHY PKWY W<br>FARMERSVILLE, TX 75442                       |                             |               |
| Legal Description                | FARMERSVILLE WEST (CFC), LOT 2, 1.9368 ACRES                             |                             |               |
| Agent                            |                                                                          |                             |               |
| Exemptions                       | Code                                                                     | Description                 |               |
|                                  |                                                                          |                             |               |
| Taxing Entities                  | Code                                                                     | Name                        | 2011 Tax Rate |
|                                  | CFC                                                                      | FARMERSVILLE CITY           | 0.642901000   |
|                                  | GCN                                                                      | COLLIN COUNTY               | 0.240000000   |
|                                  | JCN                                                                      | COLLIN CO COMMUNITY COLLEGE | 0.086300000   |
|                                  | SFC                                                                      | FARMERSVILLE ISD            | 1.340000000   |

Data above as of 2012-10-28.

Data below 2012 Certified, as of 2012-09-02.


## MAPS and FORMS


 [Plat Map Image \(TIFF format\)](#)

 [New! Plat Map \(PDF format\)](#)

 [GIS Digital Map](#)

 [Homestead, Over 65, or Disabled Person Exemption Application](#)

 [Agricultural \(1D1\) Application](#)

 [New! 2012 Notice of Appraised Value](#)

## 2012 CERTIFIED VALUE INFORMATION

|                                |           |
|--------------------------------|-----------|
| Improvement Homesite           | \$0       |
| Improvement Non-Homesite       | \$186,163 |
| Total Improvement Market Value | \$186,163 |
|                                |           |
| Land Homesite                  | \$0       |
| Land Non-Homesite              | \$295,285 |
| Land Agricultural Market Value | \$0       |
| Total Land Market Value        | \$295,285 |
|                                |           |
| Total Market Value             | \$481,448 |
| Agricultural Productivity Loss | \$0       |
| Total Appraised Value          | \$481,448 |
| Homestead Cap Loss             | \$0       |
| Total Assessed Value           | \$481,448 |

Note: A value of 0 may indicate that the notice of value has not yet been sent.

## 2012 CERTIFIED EXEMPTION INFORMATION

| Exemption Code | Exemption Description |
|----------------|-----------------------|
|----------------|-----------------------|

## 2012 CERTIFIED VALUE BY TAXING JURISDICTION

| Entity Code | Entity Name       | Market Value | Appraised Value | Assessed Value | Taxable Value | 2011 Tax Rate |
|-------------|-------------------|--------------|-----------------|----------------|---------------|---------------|
| CFC         | FARMERSVILLE CITY | \$481,448.00 | \$481,448.00    | \$481,448.00   | \$481,448.00  | 0.642901000   |
| GCN         | COLLIN COUNTY     | \$481,448.00 | \$481,448.00    | \$481,448.00   | \$481,448.00  | 0.240000000   |
| JCN         | COLLIN COLLEGE    | \$481,448.00 | \$481,448.00    | \$481,448.00   | \$481,448.00  | 0.086300000   |
| SFC         | FARMERSVILLE ISD  | \$481,448.00 | \$481,448.00    | \$481,448.00   | \$481,448.00  | 1.340000000   |

## 2012 CERTIFIED IMPROVEMENT INFORMATION

| Imp. ID | State Category and Description |
|---------|--------------------------------|
| 1626003 | F2 - REAL INDUSTRIAL           |

## 2012 CERTIFIED IMPROVEMENT SEGMENT INFORMATION

| Imp ID            | Seg ID  | Description    | Year Built | Sq Ft   |
|-------------------|---------|----------------|------------|---------|
| 1626003           | 1105676 | MA - MAIN AREA | 1996       | 6,250.0 |
| 1626003           | 1105677 | CAN - CANOPY   | 1996       | 1,620.0 |
| Total Living Area |         |                |            | 6,250.0 |

## 2012 CERTIFIED LAND INFORMATION

| Land ID | State Category | Size-Acres | Size-Sqft |
|---------|----------------|------------|-----------|
| 1826475 | INDUSTRIAL     | 1.936800   | 0         |

## VALUE HISTORY

| Year | Imprv   | Land    | Market  | Appraised | Assessed | Entities           | Exemptions |
|------|---------|---------|---------|-----------|----------|--------------------|------------|
| 2011 | 110,831 | 295,285 | 406,116 | 406,116   | 406,116  | CFC, GCN, JCN, SFC |            |
| 2010 | 112,092 | 295,285 | 407,377 | 407,377   | 407,377  | CFC, GCN, JCN, SFC |            |
| 2009 | 138,827 | 295,285 | 434,112 | 434,112   | 434,112  | CFC, GCN, JCN, SFC |            |
| 2008 | 145,926 | 295,285 | 441,211 | 441,211   | 441,211  | CFC, GCN, JCN, SFC |            |
| 2007 | 280,535 | 168,734 | 449,269 | 449,269   | 449,269  | CFC, GCN, JCN, SFC |            |
| 2006 | 71,515  | 126,551 | 198,066 | 198,066   | 198,066  | CFC, GCN, JCN, SFC |            |
|      | 0       | 0       | 0       | 0         | 0        |                    |            |

For prior years' history, please click [here](#)

## DEED HISTORY

| Seller Name          | Buyer Name            | Deed Date   | Instrument | Deed Vol | Deed Page |
|----------------------|-----------------------|-------------|------------|----------|-----------|
| HINES LUCIEN         | P R E AND COMPANY LLC | May 17 2006 | 838120     |          |           |
| HINES LUCIEN & WANDA | HINES LUCIEN          | Oct 18 2004 | 0151885    | 5776     | 2600      |

SB 541, effective September 1, 2005, provides that appraisal district websites cannot display photographs, sketches, or floor plans of an improvement to real property that is designed primarily for use as a human residence. Likewise, aerial photography of residential property will also be unavailable unless the photo depicts five or more separately owned buildings.

# Property Tax Record

Kenneth L. Maun  
Collin County Tax Assessor Collector  
2300 Bloomdale Rd. Ste 2324  
McKinney, TX 75071  
Ph: 972-547-5020

 [Print Friendly Version](#)
[New Search](#)

**Account:** R897600000201

**APD:** 2595283

**Location:** 0002202AUDIE MURPHY PKWY W

**Legal:** FARMERSVILLE WEST (CFC), LOT 2,  
1.9368 ACRES

**Owner:** P R E AND COMPANY LLC

18530 MEGANS WAY

FARMERSVILLE TX 75442--579

**Acres:** 1.937

**Yr Built:** 0

**Sq Ft:** 0

**Def. Start:** NONE

**Def. End:** NONE

**Roll:** R

## 2012 Values

Improvement Non-Home Site 186,163  
Land Non-Home Site 295,285

## 2012 Exemptions

[Click on the e-Statement button to view Total Tax Due.](#)

[Click on the e-Payment button to make a credit card or eCheck payment.](#)

[Current status](#)
[All years](#)
[Tax Estimator](#)
[e-Payment](#)
[e-Statement](#)

| Year               | Unit | Levy Amount      | Levy Paid   | Levy Due         | Penalty     | Interest    | Col Penalty | Total Due        | Receipt Date |
|--------------------|------|------------------|-------------|------------------|-------------|-------------|-------------|------------------|--------------|
| 2012               | 01   | 1,155.48         | 0.00        | 1,155.48         | 0.00        | 0.00        | 0.00        | 1,155.48         |              |
| 2012               | 11   | 3,358.10         | 0.00        | 3,358.10         | 0.00        | 0.00        | 0.00        | 3,358.10         |              |
| 2012               | 55   | 6,595.84         | 0.00        | 6,595.84         | 0.00        | 0.00        | 0.00        | 6,595.84         |              |
| 2012               | 60   | 415.48           | 0.00        | 415.48           | 0.00        | 0.00        | 0.00        | 415.48           |              |
| <b>2012 Totals</b> |      | <b>11,524.90</b> | <b>0.00</b> | <b>11,524.90</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>11,524.90</b> |              |

Attn: City of Farmersville

This is a letter stating that all of the report conditions have been met as per Zoning ordinance.

All measures have been taken to ensure that we completed all the measures to acquire the specific use permit.

If you have any questions or concerns, please feel free to contact me. Chris Ball at 469-585-4549.

Thank you,  
American Glory

*Chris Ball*



Account Number

04-4890-01



New Occupant

Address

2202

W AUDIE MURPHY PKWY



Zone

01



Name

AMERICAN GLORY


[General](#) | [Metered](#) | [Non-Metered](#) | [Financial](#) | [Information](#) | [Comments](#) | [History](#) | [Consumption History](#) | [Service Orders](#) | [Devices](#)

Pending Activity

0.00

Balance

148.97

Filter



Drag a column header here to group by that column

| Date       | Packet | Type        | Receipt # | Reference           | Debits | Credits | Balance |
|------------|--------|-------------|-----------|---------------------|--------|---------|---------|
| 11/01/2012 | 006904 | Payment     | 91526     |                     |        | 156.23  | 148.97  |
| 11/01/2012 | 000000 | Memo        | 91526     | Ex CUT-PMT 155.23CR |        |         | 304.20  |
| 11/01/2012 | 006886 | Bill        |           | 9/18-10/22 11/10    | 148.97 |         | 304.20  |
| 10/12/2012 | 006853 | Late Charge |           |                     | 13.63  |         | 156.23  |
| 10/03/2012 | 006821 | Payment     | 90278     |                     |        | 156.00  | 141.60  |
| 10/03/2012 | 000000 | Memo        | 90278     | Ex CUT-PMT 156.00CR |        |         | 297.60  |
| 10/01/2012 | 006796 | Bill        |           | 8/19- 9/18 10/10    | 142.28 |         | 297.60  |
| 09/12/2012 | 006757 | Late Charge |           |                     | 13.63  |         | 156.32  |
| 08/28/2012 | 006713 | Payment     | 88715     |                     |        | 134.27  | 141.69  |
| 08/28/2012 | 000000 | Memo        | 88715     | Ex CUT-PMT 134.27CR |        |         | 276.96  |
| 09/01/2012 | 006705 | Bill        |           | 7/20- 8/19 09/10    | 141.69 |         | 276.96  |
| 08/14/2012 | 006671 | Late Charge |           |                     | 11.82  |         | 134.27  |
| 08/10/2012 | 006659 | Payment     | 88287     |                     |        | 159.63  | 122.45  |
| 08/10/2012 | 006654 | Adjustment  |           | RECONNECT FEE       | 25.00  |         | 282.08  |
| 08/10/2012 | 000000 | Memo        | 88287     | Ex CUT-PMT 159.63CR |        |         | 257.08  |

Edit This Record

Clear

View

edie.sims





## Specific Use Permit Routing Sheet

File Name Description: W AUDIE MURPHY PARKWAY, 2202

| Initials/Date Completed                                                     | Description of Activity                                                                                                                                                                                                                                                     | Responsible Party     |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 11/06/12 E                                                                  | Receipt of plat documentation. Verify complete.                                                                                                                                                                                                                             | City Secretary        |
| 11/09/12 E                                                                  | Verify original tax certificate indicates no delinquent taxes                                                                                                                                                                                                               | City Secretary        |
| 11/09/12 E                                                                  | Verify no delinquent assessments, fees, or debts to the City <u>OUTSTANDING WATER BILL AS OF 11/09/12</u>                                                                                                                                                                   | City Secretary        |
| 11/06/12 E                                                                  | Receipt of retainer and fees                                                                                                                                                                                                                                                | City Secretary        |
| 11/06/12 DH                                                                 | Assign PO to project. Use proposed name of subdivision.                                                                                                                                                                                                                     | Finance Manager       |
|                                                                             | File original office copy of plat documentation<br>street name<space>name of subdivision                                                                                                                                                                                    | Public Works          |
|                                                                             | File electronic version of plat documentation                                                                                                                                                                                                                               | Public Works          |
|                                                                             | Create routing documentation set using copies, attach checklist                                                                                                                                                                                                             | Public Works          |
|                                                                             | Fire Chief review                                                                                                                                                                                                                                                           | Fire Chief            |
|                                                                             | Police Chief review                                                                                                                                                                                                                                                         | Police Chief          |
|                                                                             | Engineering review using checklist                                                                                                                                                                                                                                          | City Engineer         |
|                                                                             | Request electronic and paper documentation (as required)<br>15 copies of plat, final version<br>1 mylar of plat, final version<br>3 sets AS-BUILT drawings<br>1 CD of plat, as-builts<br>Letter of satisfactory completion (public improvements)<br>2-year maintenance bond | City Engineer         |
|                                                                             | Receive electronic and paper documentation updates (as required)                                                                                                                                                                                                            | City Engineer         |
|                                                                             | Engineer review of updates with spell check                                                                                                                                                                                                                                 | City Engineer         |
|                                                                             | Engineer's approval letter with stamp                                                                                                                                                                                                                                       | City Engineer         |
| <b>Technically Complete (6 Working Days Prior to P&amp;Z Board Meeting)</b> |                                                                                                                                                                                                                                                                             |                       |
|                                                                             | Public Works Director recommendation letter                                                                                                                                                                                                                                 | Public Works Director |

|            |                                                                                                                                 |                |
|------------|---------------------------------------------------------------------------------------------------------------------------------|----------------|
|            | City Manager review                                                                                                             | City Manager   |
| 10/25/12 ☞ | Public Hearing Advertisement (minimum 30 days)                                                                                  | City Secretary |
| 10/25/12 ☞ | Add item to P&Z agenda with public hearing                                                                                      | City Secretary |
|            | P&Z approval                                                                                                                    | P&Z Board      |
| 10/25/12 ☞ | Public Hearing Advertisement (minimum 30 days)                                                                                  | City Secretary |
| 10/25/12 ☞ | Add item to City Council agenda with public hearing                                                                             | City Secretary |
|            | City Council approval                                                                                                           | City Council   |
|            | City Manager signature                                                                                                          | City Manager   |
|            | P&Z Chairman signature                                                                                                          | P&Z Chairman   |
| 11/06/12 ☞ | Owner signature (Notarized)                                                                                                     | Owner          |
|            | Mayor signature                                                                                                                 | Mayor          |
|            | Surveyor signature (Notarized)                                                                                                  | Surveyor       |
|            | City Engineer signature                                                                                                         | City Engineer  |
|            | City Secretary signature                                                                                                        | City Secretary |
|            | File plat with county, 1 mylar                                                                                                  | City Secretary |
|            | Engineer marks documentation set approved                                                                                       | City Engineer  |
|            | Distribute owner copy                                                                                                           | City Secretary |
|            | File City copy, 1 paper copy                                                                                                    | City Secretary |
|            | File final electronic version of plat documentation including routing sheet. Including scanned copy of filed plat (PDF format). | City Secretary |
|            | Place file on City Secretary's desk awaiting address assignment from the county                                                 | City Secretary |
|            | Change filing system identifiers to reflect address street name<space>address number                                            | City Secretary |



**CITY OF FARMERSVILLE  
ORDINANCE #2012-1211-005**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, GRANTING AN EXTENSION OF THE SPECIFIC USE PERMIT PROVIDING FOR THE OPERATION OF A GAME ROOM IDENTIFIED AS "JOKERS WILD" SITUATED AT 2202 WEST AUDIE MURPHY PARKWAY, FARMERSVILLE, TEXAS; PROVIDING FOR RESTRICTIONS; AMENDING THE OFFICIAL ZONING MAP; AND PROVIDING FOR PENALTY, SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Farmersville, Texas, has recommended a change in zoning classification of the property described herein and has recommended amending the official zoning district map of the Comprehensive Zoning Ordinance of the City of Farmersville, Texas, regarding the rezoning of such property; and

**WHEREAS**, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the City Council of the City of Farmersville; and

**WHEREAS**, the City Council of the City of Farmersville, after notice and public hearing as required by law and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during said public hearings, the City Council is of the opinion and finds that the change of such zoning will not be detrimental to the public health, safety, or general welfare of the citizens of the City, and will promote the best and most orderly development of the property affected thereby, and as well the owners and occupants thereof, and the City generally; **NOW, THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS.**

**SECTION 1. Findings Incorporated**

All of the above premises are found to be true and correct legislative and factual determinations of the City of Farmersville and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2. Zoning Amended**

From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the official zoning district map of the Comprehensive Zoning Ordinance of the City of Farmersville, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of said Comprehensive Zoning Ordinance are not amended but shall remain intact and are hereby ratified, verified, and affirmed, in order to create a change in the zoning classification of the property described herein, as follows:

The Specific Use Permit for the operation of a game room identified as Jokers Wild, located at 2202 West Audie Murphy Parkway, Farmersville, TX 75442, is hereby extended by a term of \_\_\_\_\_ months/years from the effective date of this Ordinance.

**SECTION 3:** Conditions and Requirements Imposed

The grant and extension of the Specific Use Permit granted hereby, as established and described in Section 2 herein, shall be and is hereby made subject to the following conditions and requirements:

1. The Specific Use Permit granted hereby is a personal license that is specific to the game room identified as American Glory located at 2202 West Audie Murphy Parkway, Farmersville, TX 75442, and Chris Ball the owner of said game room.
2. The Specific Use Permit granted hereby shall not be transferable to any other named game room or location or owner.
3. No person under the age of 18 years shall be permitted inside the building, structure, facility or space housing the game room.
4. A sign stating that no one under the age of 18 is allowed inside the game room building shall be posted in plain sight immediately inside the entrance stating that "No person under the age of 18 years shall be permitted inside the building, structure, facility or space housing the game room."
5. A maximum of 50 machines shall be permitted in and about the game room.
6. The hours of operation for a Game Room shall be limited to the following hours:
  - a. Monday through Thursday, open at 8:30 a.m. and close at 11:00 p.m.:
  - b. Friday and Saturday, open at 8:30 a.m. and close at 12:00 a.m.; and
  - c. Sundays and holidays, open at 12:00 p.m. and close at 11:00 p.m.
7. All coin-operated machines or devices, described herein above that are situated on or about the premises of the game room shall be permitted by and the occupation tax thereon paid to the State of Texas and the City of Farmersville.
8. The owner of the game room may seek an additional extension or further renewal of this Specific Use Permit prior to its expiration with the length of any such renewal being from six months to two years as may be determined appropriate in the sole discretion of the Planning and Zoning Commission and City Council.
9. The game room shall be laid out and operated in conformity to the site

plan, landscape plan and interior floor plan depicting the location of all coin-operated machines or devices, the manager's station(s), restroom facilities, kitchen and bar facilities, if any, and all areas to which patrons will not be permitted, which plans are attached hereto and incorporated herein.

#### **SECTION 4. Cumulative Repealer**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

#### **SECTION 5. Savings**

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

#### **SECTION 6. Severability**

It is hereby declared to be the intention of the City Council of the City of Farmersville that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by valid judgment or final decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

#### **SECTION 7. Engrossment and Enrollment**

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Farmersville and by filing this Ordinance in the Ordinance records of the City.

#### **SECTION 8. Penalty**

Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Farmersville, as previously amended, and upon conviction shall be punished by a

fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

**SECTION 9. Effective Date**

This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

**PASSED** on first reading on the 13<sup>th</sup> day of November, 2012, and second reading on the 11<sup>th</sup> day of December, 2012 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 11<sup>th</sup> DAY OF DECEMBER, 2012.**

**APPROVED:**

**BY: \_\_\_\_\_**  
**Joseph Helmberger, P.E., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Eddie Sims, City Secretary**



## **FARMERSVILLE POLICE DEPARTMENT**

134 North Washington Street

Farmersville, Texas 75442

972-782-6141

Fax 972-782-7693

11/15/2012

To: City of Farmersville/Planning & Zoning Board

Pursuant to Ordinance No. 0-2010-1109-002, 10-D Specific Use Permit Application Requirements for Game Rooms; specific to: Renewal of current pending SUP's of "Game Room's" as described in said ordinance; and in anticipation of future Planning and Zoning hearings set for re-application of said SUP's this report is provided.

The City of Farmersville Code Enforcement Division, operated and managed out of the police department, conducted said inspections pursuant to said ordinance and in anticipation of the aforementioned P&Z SUP hearings. Inspections were conducted of all establishments known to have and/or believed to have a "coin-operated machine(s) or device(s) as defined in said ordinance under Section 2. 57. (A) Game Room.

Two separate inspections were conducted by Code Enforcement Officer K. Dixon on 09/17/2012 and 11/06/2012 (Please see attached report). Specific to the 4 Game Rooms as defined in said ordinance and operating on current SUP's; two (2) were found to have more machines than originally reported on their current permit/SUP and two (2) were found to be operating within their current permit/SUP as it pertains to machines. In regards to area and the required physical game room requirements, all seemed to be in compliance.

Upon review of the aforementioned game room permits a check was conducted through the Texas State Comptroller's Office in regards to compliance with the State Tax Code pertaining to Amusement-Coin operated Machines. This check was made based on Owner information provided by the applicant's permit on file with the city.

**Reference:** OCCUPATIONS CODE, TITLE 13. SPORTS, AMUSEMENTS, AND ENTERTAINMENT, SUBTITLE D. OTHER AMUSEMENTS AND ENTERTAINMENT, CHAPTER 2153. COIN-OPERATED MACHINES, SUBCHAPTER A. GENERAL PROVISIONS.

Sec. 2153. 151. LICENSE OR REGISTRATION REQUIRED. Except as otherwise provided by this chapter, a person may not engage in the business of manufacturing, owning, buying, selling, renting, leasing, trading, lending, furnishing to another, maintaining, transporting within this state, storing, or importing a music or skill or pleasure coin-operated machine unless the person holds a license or registration certificate issued under this subchapter.

Pursuant to the aforementioned statute and permit applications the city has on file, the following was discovered: **Paradise Isles** and **Jokers Wild** were found to be licensed and registered with the State Comptroller's office.

The Texas State Comptroller's office was not able to find any record of "**American Glory**". Previously, this location where American Glory is today was named "Game Palace". According to the State Comptroller's office records, Game Palace hasn't been active since 2010. The owners listed at that time were co-owner, Chris Filline and co-owner Linda Story.

Our current permit for **American Glory** shows that Chris Ball is the owner/applicant. According to the Texas State Comptroller's office, Mr. Ball had an amusement license from 2000, 2001, and 2002 for an address at 11648A N. Central Expressway but it hasn't been active since 2002. Beyond the aforementioned record for Mr. Ball, there's no record of **American Glory** listed with State Comptroller's office, either by business name or owner's name.

The Texas State Comptroller's office advised that **Triple Crazy** has an inactive-file. According to the Comptroller's office, Linda Story applied for an amusement license on 01/27/2010 for Triple Crazy Game Room, located at 865 W. Audie Murphy Parkway. According to the Amusement Division of the Comptroller's office, there have been no taxes or fees paid under this account since it was applied for. Beyond the aforementioned record for Mrs. Story, there's no record of **Triple Crazy** listed with State Comptroller's office, either by business name or owner's name.

Conclusion: I cannot verify with any degree of certainty who actually owns said game rooms **American Glory & Triple Crazy**. Our State statutes cover these type of businesses and the requirements, protocols, and taxes that they're regulated to comply with. The aforementioned game rooms (American Glory & Triple Crazy) may be owned and/or operated under another name, LLC, or corporation? To date, I've not been able to find such a record.

With that said, I refer the board back to the ordinance Section 4. "10D. Specific Use Permit Application Requirements for Game Rooms, numbers 15 & 16.

*(15) The grant of an SUP shall not relieve the applicant, owner and/or operator of a game room or the subject coin-operated machines or devices from any other and further obligations under the Farmersville City Code; and,*

*(16) Nothing herein shall be construed or have the effect to license, permit, authorize or legalize any machine, device, table, or gaming machine, the keeping, exhibition, operation, display or maintenance of which is illegal or in violation of any ordinance of the city, any section of the penal code of this state, or the constitution of this state.*

It is my recommendation, as the police chief and manager of code enforcement services for the city that we verify who owns the aforementioned game rooms. Secondly, I would recommend to the board that said businesses comply with the city's permit requirements as well as, verify if said business are complying with state regulations as it pertains to amusement coin-operated game rooms. Third, I cannot recommend Triple Crazy or American Glory for granting an SUP until the aforementioned verifications can be made.

Respectfully,

Michael P Sullivan  
Chief of Police

| NAME               | ADDRESS                                   | # OF MACHINES<br>KNOWN/APPROVED | EXPIRATION<br>DATE OF PERMIT |  | Insp 9/17/12 | Insp 11/6/12 |
|--------------------|-------------------------------------------|---------------------------------|------------------------------|--|--------------|--------------|
|                    |                                           |                                 |                              |  |              |              |
| American Glory     | 2202 W. Audie Murphy<br>Parkway           | 50                              | 01/01/2013                   |  | 53           | 53           |
| Jokers Wild        | 812 McKinney                              | 40                              | 01/01/2013                   |  | 39           | 39           |
| Paradise Isles     | 1055 W. Audie Murphy<br>Parkway Suite 103 | 40                              | 01/01/2013                   |  | 38           | 39           |
| Triple Crazy       | 865 W. Audie Murphy<br>Parkway            | 40                              | 01/01/2013                   |  | 60           | 57           |
| Stop N Buy         | 316 N. Main                               | 1                               |                              |  | 3            | 3            |
| Farmersville Shell | 304 E. Audie Murphy<br>Parkway            | 1                               |                              |  | 1            | 1            |
| Quick Check        | 815 McKinney                              | ?                               |                              |  | 0            | 0            |
| K-Mart             | S Hwy 78                                  |                                 |                              |  | 4            | 1            |





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: December 11, 2012  
SUBJECT: Consider, discuss and act upon an Interlocal Agreement with Collin County regarding the Collin County Open Space grant for construction of the Chaparral Trail

- Interlocal Agreement with Collin County regarding the Collin County Open Space grant is attached for review.

**ACTION: Approve or disapprove the Interlocal Agreement as presented.**

(V – A)



## COLLIN COUNTY

Special Projects  
825 N. McDonald St., Ste. 145  
McKinney, Texas 75069  
972-548-3744  
[www.collincountytx.gov](http://www.collincountytx.gov)

October 15, 2012

City of Farmersville  
Edie Sims  
205 S. Main Street  
Farmersville, Texas 75442

RE: Collin County Project Funding Assistance Program

The Collin County Parks Foundation Advisory Board completed review of applications and provided funding recommendations, which were approved by Commissioners Court on October 8, 2012.

On behalf of Commissioners Court, the Advisory Board is pleased to inform you that the **Chaparral Trail Extension** project was awarded **\$150,000.00** in funding.

Enclosed are four (4) originals of the Interlocal Agreement for execution. **Please leave signature tags affixed and return all signed originals to Teresa Nelson at the above address.** Upon execution by the Collin County Commissioners Court an original will be returned for your file. The project must not commence until both parties have executed this Agreement.

The 2007 Open Space Bond, 3rd Series, will provide funding assistance to fifteen (15) applicants for a total of \$2,377,575.00.

If you have any questions you may contact Teresa Nelson (972) 548-3744.

Best regards,

*Ryan Dry*  
Chairperson  
Parks Foundation Advisory Board

Enclosure

**INTERLOCAL AGREEMENT  
BETWEEN  
COLLIN COUNTY  
AND THE  
CITY OF FARMERSVILLE**

**WHEREAS**, the County of Collin, Texas ("County") and the City of Farmersville ("City") desire to enter into an Agreement concerning the construction of Chaparral Trail in the City of Farmersville, Collin County, Texas; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the City and County have determined that the trail construction may be accomplished most economically by implementing this Agreement; and

**WHEREAS**, the City and the County find that this Agreement will benefit the residents of the County and provide additional park and recreational facilities and open space for all County residents; and

**WHEREAS**, this Agreement will support or advance the mission of the Collin County Parks and Open Space Strategic Plan and the Collin County Regional Trails Master Plan;

**NOW, THEREFORE**, this Agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

**WITNESSETH:**

**ARTICLE I.**

The City shall arrange for construction of Chaparral Trail hereinafter called the "Project". The Project shall consist of the items described in Exhibit "A".

**ARTICLE II.**

The City shall develop plans in accordance with all state statutory requirements. The City shall provide the County with a copy of executed contract(s) for the Project. Changes to the project which alter the initial funding request referenced in Exhibit "A" must be reviewed by the Parks Foundation Advisory Board and approved by Commissioners Court.

### ARTICLE III.

The City will not expend assistance funds to acquire easements or real property for use as right-of-way.

### ARTICLE IV.

The City estimates the total actual cost of the project to be \$300,000.00. The County agrees to fund a portion of the total cost for items described in Exhibit "A" in an amount not to exceed **\$150,000.00**. The County shall reimburse the City for invoices paid by the City for cost related to the Project on a dollar for dollar matching basis. Alternative payment schedules would require Commissioners Court approval.

### ARTICLE V.

Collin County's participation in this project shall not exceed \$150,000.00 as indicated in Article IV above. The City shall be responsible for any costs, which exceed the total estimated project cost.

### ARTICLE VI.

The City shall install a **project sign** identifying the project as being partially funded by the Collin County 2007 Parks and Open Space Bond Program. The City shall also provide **quarterly progress reports** in electronic format or via US mail to the contact identified on Exhibit "A". Following completion of the project, the City shall provide **an itemized final accounting of expenditures** including in-kind services or donations for the project. All projects for which the County has provided funds through its 2007 Parks and Open Space Bond Program must remain open and accessible to all County residents.

### ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

### ARTICLE VIII.

**INDEMNIFICATION.** To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgements and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

#### ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

#### ARTICLE X.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

#### ARTICLE XI.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

#### ARTICLE XII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

#### ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

#### ARTICLE XIV.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project.

#### ARTICLE XV.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

## EXHIBIT "A"

The County will provide funding assistance for the following:

- Clearing, grading and excavation
- Granite trail material, including placement of material

**Total funding**

**\$150,000.00**

### Contact Information

Request for reimbursement submitted to:

Collin County  
Special Projects  
Teresa Nelson  
825 N. McDonald Street, Suite 145  
McKinney, Texas 75069  
972-548-3744

Submission of quarterly reports:

Teresa Nelson  
[tnelson@collincountytexas.gov](mailto:tnelson@collincountytexas.gov)

**Project Manager Contact:** (must be able to answer specific questions regarding project)

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: December 11, 2012  
SUBJECT: Consider, discuss and act upon extending an Interlocal Agreement with Collin County for Animal Sheltering Services for \$9,586.00 for fiscal year 2012-2013

- Contract amendment is attached for review. Amount is correct as budgeted in the Fiscal Year 2012-2013 adopted budget

ACTION: Approve or disapprove the contract amendment as presented.

(V – B)



# COLLIN COUNTY

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
[www.collincountytx.gov](http://www.collincountytx.gov)

October 29, 2012

City of Farmersville  
Attn: Mayor  
205 S. Main Street  
Farmersville, TX 75452

Re: Animal Shelter Services

Dear Mayor:

The FY2013 budget process has been completed and the fees for Animal Sheltering Services ONLY, have been calculated. The annual fee for sheltering services to be paid by the City of Farmersville to Collin County for FY2013 will be \$9,586.00.

The Collin County Treasurer's Office will be mailing quarterly statements to the City of Farmersville for the quarterly fee remittance.

Please execute the enclosed contract amendment forms for Animal Shelter Services ONLY between the City of Farmersville and Collin County and return three (3) copies to the Collin County Purchasing Department at the address below.

Upon completion, one (1) fully executed copy will be returned to you for your files.

Should you have any questions, please feel free to contact me at (972) 548-4103 or Metro (972) 424-1460, ext. 4103.

Sincerely,

Matt Dobecka, CPPB  
Collin County Purchasing Department  
2300 Bloomdale Rd., Ste 3160  
McKinney, Texas 75071

/md  
Encl.

c: file





# Contract Amendment Six (6)

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor: City of Farmersville  
Attn: Mayor  
205 S. Main St.  
Farmersville, TX 75452

Effective Date 10/1/2012  
Contract No. 10103-09  
Contract Interlocal Agreement for the Facility  
Construction and Use of an Animal Shelter  
in Collin County

|                             |          |                 |                        |
|-----------------------------|----------|-----------------|------------------------|
| Awarded by Court Order No.: |          |                 | <u>2006-891-09-26</u>  |
| Contract Amendment No.:     | <u>1</u> | Court Order No. | <u>2007-1009-11-13</u> |
| Contract Amendment No.:     | <u>2</u> | Court Order No. | <u>2008-887-10-14</u>  |
| Contract Amendment No.:     | <u>3</u> | Court Order No. | <u>2009-585-08-10</u>  |
| Contract Amendment No.:     | <u>4</u> | Court Order No. | <u>2010-834-10-11</u>  |
| Contract Amendment No.:     | <u>5</u> | Court Order No. | <u>2011-686-09-19</u>  |
| Contract Amendment No.:     | <u>6</u> | Court Order No. |                        |

**YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT**

Agreement shall be in effect from October 1, 2012, continuing through and including September 30, 2013 at the below rate:

Total amount for fiscal year 2013: **\$9,586.00**

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

CITY OF FARMERSVILLE

205 S. Main St.  
Farmersville, TX 75452

SIGNATURE

TITLE:

DATE:

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB  
Purchasing Agent

DATE:



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: December 11, 2012  
SUBJECT: Consider, discuss and act upon extending the contract with Gay, McCall, Isaacks, Gordon & Roberts, attorneys for the collection of delinquent taxes for the City of Farmersville

- Contract with delinquent property tax attorneys is attached for review.

**ACTION: Consider, approve or disapprove the agreement as presented.**

(V – C)

Law Offices  
**Gay, McCall, Isaacks, Gordon & Roberts**

A Professional Corporation  
Attorneys and Counselors

777 East 15<sup>th</sup> Street

Plano, Texas 75074

972-424-8501 • Facsimile 972-424-5619

JOHN E. GAY  
DAVID McCALL+  
LEWIS L. ISAACKS^+  
SYDNA H. GORDON  
WILLIAM J. ROBERTS+  
JENNIFER PETITIT

J. DOUGLAS BURNSIDE  
ROBERT T. DRY, III  
JENNIFER EDMONSON  
ERIN MINETT  
SHANNON KACKLEY

^BOARD CERTIFIED – CIVIL TRIAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION  
+ATTORNEY – MEDIATOR

October 29, 2012

Mr. Ben White, City Manager  
City of Farmersville  
205 S. Main Street  
Farmersville, Texas 75442

RE: *Contract for the Collection of Delinquent Taxes for the City of Farmersville*

Dear Mr. White:

It has been the privilege of our firm to represent the City of Farmersville over the past several years in its collections of delinquent ad valorem taxes. Together with the collection of delinquent taxes for the City of Farmersville, our firm also represents the City of Allen, Allen Independent School District, City of Plano, Plano Independent School District, City of McKinney, McKinney Independent School District, Farmersville Independent School District, Wylie Independent School District, Prosper Independent School District as well as Collin County and the Collin County Community College with many other smaller cities within Collin County.

The existing contract has expired and we would very much like to continue the efforts on behalf of the City of Farmersville. Attached please find three executed originals of the Contract for the Collection of Delinquent taxes for the City of Farmersville. Upon execution, please return a conformed copy to our office in the enclosed envelope provided and/or please advise if the administration or its council have any questions and I will be happy to answer or appear before.

Your kind assistance in this matter is much appreciated.

Sincerely,



David McCall

DBM/smc

**CONTRACT FOR THE COLLECTION  
OF DELINQUENT TAXES**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF COLLIN     §

This Contract is made and entered into by and between the CITY OF FARMERSVILLE , TEXAS, a political subdivision of the State of Texas, acting by and through its governing body, hereinafter called "First Party", and David McCall, of Gay, McCall, Isaacks, Gordon & Roberts, P.C., Plano, Texas, hereinafter called "Second Party".

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent taxes, penalty and interest owing to First Party which the First Party's Tax Assessor-Collector refers to Second Party, provided current year taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior years become subject to the terms of this contract on the 1st day of July of the year in which they become delinquent; and
- B. Taxes on tangible personal property that become delinquent during the term of this contract that are not delinquent for any prior years become subject to the terms of this contract on the 1st day of April of the year in which they become delinquent; and
- C. First Party reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to Second Party for collection.

II.

Second Party is to call to the attention of the collector or other officials, any errors, double assessments or other discrepancies coming under his observation during the progress of the work and

is to intervene on behalf of the First Party in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

### III.

Second Party agrees to make progress reports to the First Party upon request Second Party agrees to advise First Party of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

### IV.

First Party agrees to pay to Second Party as compensation for services required hereunder fifteen (15%) percent of the total amount of all delinquent taxes, penalty and interest of the years covered by this contract which shall be paid to Second Party in the following manner:

PERSONAL PROPERTY: Fifteen (15%) percent of the total amount of all delinquent taxes, penalty and interest which are actually collected and paid to First Party's Collector of Taxes; such compensation shall become the property of the Second Party at the time such delinquent taxes, penalty and interest are actually paid to First Party's Collector of Taxes.

REAL PROPERTY: Fifteen (15%) percent of the total amount of all delinquent taxes, penalty and interest which are actually collected and paid to First Party's Collector of Taxes by the taxpayer or the result of a forced sale of such real estate; such compensation shall become the property of the Second Party at the time such delinquent taxes, penalty and interest are actually paid to First Party's Collector of Taxes whether voluntarily by the taxpayer or from the proceeds of a forced sale, whichever occurs first.

Other taxes, including current taxes, which are turned over to Second Party by the First Party's Collector of Taxes because of the necessity for filing claims in bankruptcy actions or for any other reason, become subject to the terms of this contract at the time they are turned over to the Second Party and Second Party is entitled to fifteen (15%) percent of any amounts actually received by the First Party.

Said Collector of Taxes shall pay over said compensation to Second Party monthly by check. In the event suit is necessary to collect any of the delinquent taxes, penalty and interest covered by this contract, Second Party agrees to recover as attorney's fees on behalf of First Party, fifteen (15%) percent of all such delinquent taxes, penalty and interest or the additional penalty authorized by Section 33.07 of the Texas Property Tax Code as applicable.

V.

First Party agrees to furnish to Second Party all data and information in its possession as to the name, identity and location of necessary parties and the legal description of the property necessary to the filing of any suit for taxes and to pay any expenses incurred in obtaining same. Second Party agrees to recover on behalf of First Party any such expenses so incurred in any suit for collection of such taxes to the extent provided by law.

VI.

This contract will commence on the 31<sup>st</sup> day of December , 2012, and shall end on the 31<sup>st</sup> day of December, 2015; after which time the agreement shall continue to be in effect, either party may terminate this agreement upon (ninety) 90 days written notice of their desire and intention to terminate said agreement after the 31<sup>st</sup> day of December 2015; and further provided that Second Party shall have an additional six (6) months to reduce to judgment all tax suits filed prior to the date this agreement shall become terminated.

In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of this contract as above written.


This contract is executed on behalf of First Party by the presiding officer of its governing body, who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals, on this \_\_\_\_ day of \_\_\_\_\_, 2012, in Collin County, Texas.

CITY OF FARMERSVILLE , TEXAS

BY: \_\_\_\_\_  
BEN WHITE  
CITY MANAGER

GAY, McCALL, ISAACKS, GORDON & ROBERTS, P.C.

BY:  \_\_\_\_\_  
DAVID McCALL

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF COLLIN     §

I, DAVID McCALL, a duly licensed attorney, do certify that I have no business connection with any CIT OF FARMERSVILLE office or any officer within the CITY OF FARMERSVILLE and that I am not related within the second degree of affinity or within the third degree of consanguinity to any member of the CITY OF FARMERSVILLE board now holding office in the CITY OF FARMERSVILLE .

David McCall  
DAVID McCALL

SUBSCRIBED AND SWORN TO before me by the said DAVID McCALL, on this 30<sup>th</sup>  
day of October, 2012 to certify which, witness my hand and seal of office.

Elisa Heard  
Notary Public, State of Texas







TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: December 11, 2012

SUBJECT: Consider, discuss and act upon recommendation from City Engineer for the construction of the Texas Capital Fund Main Street sidewalk grant – Phase 2 and allow the City Manager to execute all future documentation regarding this grant

- Bid tabulation is attached for review
- City Engineer Eddy Daniel's recommendation letter is attached for review

**ACTION: Council to award the construction bid for Phase 2 of the Texas Capital Fund Main Street sidewalk grant.**

(V – D)



**DANIEL & BROWN INC.**  
ENGINEERS/CONSULTANTS/PLANNERS

December 7, 2012

Mr. Benjamin White, P.E., City Manager  
City of Farmersville  
205 South Main Street  
Farmersville, Texas 75442

RE: Sidewalk Project – Phase 2  
Texas Capital Fund TDA Contract #710232  
Bid Tabulation & Recommendation

Dear Ben:

I have attached a bid tabulation form for the Texas Capital Fund Sidewalk Project - Phase 2 to serve the City of Farmersville which was bid on Wednesday, November 28, 2012 at 2:00 p.m. There were four bidders on the project. SFCC Inc., Farmers Branch, TX was the low bidder with a bid amount of \$48,050.00 for the project. The project bid amount was within the available funds. Our firm believes SFCC Inc. has the equipment and experience to successfully complete the project. I have also attached some reference information for your review.

It is the recommendation of Daniel & Brown Inc. that the City of Farmersville award the bid for the Texas Capital Fund Sidewalk Project to SFCC Inc.

If you should have any questions or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Eddy W. Daniel". The signature is fluid and cursive, with the first name "Eddy" being more prominent.

Eddy W. Daniel, P.E.

October 31, 2011

## ***CONTRACTORS QUALIFICATION STATEMENT***

The Undersigned certifies under oath the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

**SFCC, Inc.  
DBA  
SPORTS FACILITIES CONSTRUCTION, CO.  
2410 Squire Place Suite B  
Farmers Branch, Texas 75234**

NAME OF PROJECT:

TYPE OF WORK

**General Contractor**

### **1. ORGANIZATION**

- 1.1 How many years has your organization been in business as a Contractor?  
**Sports Facilities Construction, Co. Eight (8) Years**
- 1.2 How many years has your organization been in business under its present business name?  
**Sports Facilities Construction, Co. Eight (8) years**
- 1.2.1 Under what other former names has your organization operated?  
**Sports Facilities Construction, Co. as a d.b.a..  
Groves Electrical Service, Inc.**
- 1.3 If your organization is a corporation, answer the following:
  - 1.3.1 Date of Incorporation: **December 19, 2003**
  - 1.3.2 State of Incorporation: **Texas**
  - 1.3.3 President's name: **Maria Silva Groves**

- 1.3.4 Vice-president name: **Selena Zarate VP/COO**  
**Kirk Krasovec VP of Construction**
- 1.3.5 Secretary's name: **Selena Zarate**
- 1.3.6 Treasurer's name: **Maria Silva Groves**

- 1.4 If your organization is a partnership, answer the following:

**Not Applicable**

- 1.5 If your organization is individually owned, answer the following:

**Not Applicable**

- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

**Not Applicable**

## 2. LICENSING

- 2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

**Not Applicable**

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

**Not Applicable**

## 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

**Construction Management/General Contracting**

- 3.2 Claims and Suits. ( If the answer to any of the questions below is yes, please attach details.)

- 3.2.1 Has your organization ever failed to complete any work awarded to it?

**No**

- 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

**No**

3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

**No**

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? ( If the answer is yes, please attach details.)

**No**

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, contract amount, percent complete and scheduled completion date.

**See Attachment "A"**

3.4.1 State total worth of work in progress and under contract:

|                       |                                                |
|-----------------------|------------------------------------------------|
| <b>\$1,250,000.00</b> | <b>Total Contract</b>                          |
| <b>\$336,328.00</b>   | <b>Amount Remaining (PLUS ONE YEAR ON JOC)</b> |

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

**See Attachment "B"**

3.5.1 State average annual amount of construction work performed during the past five years:

**\$2,000,000.00 - \$4,500,000.00**

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

**As Requested**

#### 4. REFERENCES

4.1 Trade References:

|                               |                                          |                     |
|-------------------------------|------------------------------------------|---------------------|
| <b>Frisco I.S.D.</b>          | <b>12050 Rolater Rd, Frisco, Tx.</b>     | <b>469-633-6520</b> |
| <b>Petterson Construction</b> | <b>9250 Pasadena Street, Frisco, Tx.</b> | <b>214-705-9220</b> |
| <b>Allen Community Center</b> | <b>301 West Boyd Drive, Allen, Tx.</b>   | <b>972-727-9131</b> |

Supplier References:

|                                 |                                   |                     |
|---------------------------------|-----------------------------------|---------------------|
| <b>Bowie, Sims &amp; Prange</b> | <b>P.O. Box 671080, Dallas,</b>   | <b>972-245-2563</b> |
| <b>Building Specialties</b>     | <b>2639 Lombary, Dallas, Tx.</b>  | <b>469-365-9138</b> |
| <b>Lattimore Material</b>       | <b>P.O. Box 556 McKinney, Tx.</b> | <b>972-221-4646</b> |

4.2 Bank References:

Checking Account: **Wells Fargo Bank, N.A. 13297 Josey Ln, Farmers Branch, Tx.  
778-3962983**  
Phone Number: **972-588-6585**  
Bank Officer: **Oscar Hernandez, Officer**

4.3 Surety:

4.3.1 Name of bonding company:

Merchants Bonding Company  
2100 Fleu Drive  
Des Moines, Iowa 50321-1158

4.3-2 Name and address of agent:

**PCL Contract Bonding  
3010 LBJ Freeway Suite 920  
Dallas, Texas 75234-2750 972-459-4749**

5. FINANCING \*\*

5.1 Financial Statement.

**Sent Under Separate Cover - Upon written request**

5.1.2 Name and address of firm preparing:

**Ronald H. Ridgers, PC 972-783-9261  
6517 Diamond Dr.  
McKinney, TX 75070**

5.1.3 Is the attached financial statement for the identical organization names on page one?

**Yes**

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

**Not applicable**

- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**Yes**

6. SIGNATURE *Maria Groves*

- 6.1 Dated at Carrollton this 10th day of November, 2011

Name of Organization: **SFCC, Inc.**

**DBA Sports Facilities Construction Company**

By

Maria Groves

Title: **President**

- 6.2 Maria Groves being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Dunn & Bradstreet #13-890-3252

Attachment "A"

SFCC, Inc.  
2410 Squire Place Suite B  
Farmers Branch, Texas 75234  
972-484-2480 Fax 972-247-1338

CONTRACTS IN PROGRESS

| Project # | Project Name:                        | Project Owner: | Architect               | GC/CM/Owner | Contract Amount | Amount Complete | % Complete | Estimated Date of Completion |
|-----------|--------------------------------------|----------------|-------------------------|-------------|-----------------|-----------------|------------|------------------------------|
| 1141      | 2011 Job Order Construction Projects | Frisco ISD     | Corgan Associates, Inc. | Prime       | \$1,000,000.00  | \$862,515.00    | 86.25%     | December 2011                |
|           | 2011 Job Order Construction Projects | Plano ISD      |                         | Prime       | \$250,000.00    | \$51,157.00     | 20.46%     | December 2011                |

\$1,250,000.00

Current Projects Under Contract,  
McKinney - Parking Lots at Library and Public Safety, \$465,000.00 Start April 2012  
Greenville - Graham Park, \$628,000.00 Start April 2012



**ATTACHMENT "B"**

**SFCC, Inc.**  
**2410 Squire Place Suite B**  
**Farmers Branch, Texas 75234**  
**972-484-2480 Fax 972-247-1338**

**MAJOR PROJECTS**  
**FROM 2005 Thur 2011**

| <b>Project #:</b> | <b>Project Name:</b>                              | <b>Project Owner:</b> | <b>Architect</b>        | <b>General Contractor</b> | <b>Contact Person</b> | <b>Phone Number</b> | <b>Contract Amount</b> | <b>Date of Completion</b> |
|-------------------|---------------------------------------------------|-----------------------|-------------------------|---------------------------|-----------------------|---------------------|------------------------|---------------------------|
| 1143              | Purejoy Fire Lane Extension                       | Frisco I.S.D.         | Corgan Associates, Inc. | Prime                     | Brandon Boyter        | 972-291-9907        | \$194,800.00           | September 2011            |
|                   | McKinney Soccer Tournament Pavilion               |                       |                         |                           |                       |                     |                        |                           |
|                   | Mouzon Spectator Dugout Shade Structures          |                       |                         |                           |                       |                     |                        |                           |
|                   | Gabe Nesbitt Baseball Spectator Shade Structure   |                       |                         |                           |                       |                     |                        |                           |
| 1038/1038/1040    |                                                   | City of McKinney      | Lanarc Design           | Prime                     | David Shipp           | 214-733-8805        | \$819,475.00           | June 2011                 |
| 1035              | 2010 Frisco ISD - Job Order Construction Projects | Frisco I.S.D.         | Corgan Associates, Inc. | Prime                     | Brandon Boyter        | 972-291-9907        | \$953,157.00           | October 2010              |
| 1034              | Al Ruschhaupt Park                                | City of McKinney      | Lanarc Design           | Prime                     | David Shipp           | 214-733-8805        | \$1,107,521.00         | October 2010              |
| 0932              | 2009 Frisco ISD - Job Order Construction Projects | Frisco I.S.D.         | Corgan Associates, Inc. | Prime                     | Noel Nixon            | 972-291-9907        | \$3,927,615.00         | October 2009              |
| SFCC0830          | Frisco ISD - Misc. Summer Projects                | Frisco ISD            | Corgan Associates, Inc. | Prime                     | Noel Nixon            | 972-291-9907        | \$1,750,184.10         | December 2008             |
| 2008JOC           | Job Order Construction Projects                   | Frisco ISD            | Corgan Associates, Inc. | Prime                     | Noel Nixon            | 972-291-9907        | \$2,042,125.47         | December 2008             |
| 0830              | 2008 Misc Summer Projects                         | Frisco ISD            | Corgan Associates, Inc. | Prime                     | Noel Nixon            | 972-291-9907        | \$1,750,184.10         | December 2008             |
| 2007JOC           | 2007 Misc Summer Projects                         | Frisco ISD            | Corgan Associates, Inc. | Prime                     | Noel Nixon            | 972-291-9907        | \$1,358,576.75         | December 2007             |
| 0717/0728         | Frisco ISD Misc Projects                          | Frisco ISD            | Corgan Associates, Inc. | Peterson Construction     | Tom Peterson          | 956-330-3786        | \$915,089.00           | September 2007            |
| 2006JOC           | 2006 Misc Summer Projects                         | Frisco ISD            | Corgan Associates, Inc. | Prime                     | Noel Nixon            | 972-291-9907        | \$1,298,336.35         | December 2006             |
| 2005JOC           | 2005 Misc Summer Projects                         | Frisco ISD            | Corgan Associates, Inc. | Prime                     | Noel Nixon            | 972-291-9907        | \$1,389,975.37         | December 2005             |
| 0511              | Garland High School Baseball Fields               | Garland ISD           | Corgan Associates, Inc. | Prime                     | Thom Gallatin         | 972-487-4105        | \$1,118,951.83         | December 2006             |
| 0505              | Randall Park                                      | City of Dallas        | Jones & Boyd            | Prime                     | John Reynolds         | 214-670-1804        | \$1,282,057.35         | April 2007                |

# SFCC, Inc.

Sports Facilities Construction Company

2410 Squire Place, Suite B

(214) 387-7987 Tel • Farmers Branch, Texas 75234 • (214) 387-7957 Fax

## 2012 Projects

| <u>Project</u>           | <u>Amount</u>   | <u>Owner</u>                | <u>Contact</u>   | <u>Phone</u> |
|--------------------------|-----------------|-----------------------------|------------------|--------------|
| McKinney Parking Lots    | \$ 478,393.50   | City of McKinney            | Patricia Jackson | 972-672-1945 |
| Greenville Graham Park   | \$ 628,459.00   | City of Greenville          | Colby VanGundy   | 903-457-2994 |
| Greenville Splash Pad    | \$ 43,000.00    | City of Greenville          | Colby VanGundy   | 903-457-2994 |
| Texarkana Splash Pad     | \$ 70,800.00    | City of Texarkana/Child's P | John Spencer     | 972-345-0819 |
| Grand Prairie Skate Park | \$ 151,175.00   | City of Grand Prairie       | Duane Strawn     | 972-237-8106 |
| Frisco ISD JOC           | \$ 1,000,000.00 | Frisco ISD                  | Brandon Boyter   | 940-736-3050 |
| Frisco Summer Project    | \$ 877,527.00   | Frisco ISD                  | Brandon Boyter   | 940-736-3052 |

# City of Farmersville

## Bid Tabulation Form for Sidewalk Improvement Project-TDA Contract #710232-Phase 2

Bid Date: Wednesday, November 28, 2012 @ 2:00 pm

| ITEM # | ITEM DESCRIPTION                                                     | SFCC, Inc.<br>Farmers Branch, TX |          |                    | Cole Construction Inc.<br>Ft. Worth, TX |          |                    | Redden Concrete Inc.<br>McKinney, TX |            |                    | Ed Bell Construction Co.<br>Dallas, TX |          |                    |
|--------|----------------------------------------------------------------------|----------------------------------|----------|--------------------|-----------------------------------------|----------|--------------------|--------------------------------------|------------|--------------------|----------------------------------------|----------|--------------------|
|        |                                                                      | Qty                              | Unit     | Total              | Qty                                     | Unit     | Total              | Qty                                  | Unit       | Total              | Qty                                    | Unit     | Total              |
| 1      | Furnish and install reinforced concrete sidewalks with appurtenances | 4,700                            | 6.00     | \$28,200.00        | 4,700                                   | 6.40     | \$30,080.00        | 4,700                                | 7.50       | \$52,625.00        | 4,700                                  | 10.25    | \$48,175.00        |
| 2      | Furnish and install ADA ramps and curb ramps with appurtenances      | 4                                | 1,200.00 | \$4,800.00         | 4                                       | 1,480.00 | \$5,920.00         | 4                                    | 625.00     | \$2,500.00         | 4                                      | 1,590.00 | \$6,360.00         |
| 3      | Remove and replace concrete curb and gutter                          | 275                              | 42.00    | \$11,550.00        | 275                                     | 49.00    | \$13,475.00        | 275                                  | 25.00      | \$6,875.00         | 275                                    | 40.00    | \$11,000.00        |
| 4      | Furnish and install Construction Site Sign                           | 1                                | 1,500.00 | \$1,500.00         | 1                                       | 440.00   | \$440.00           | 1                                    | 1,500.00   | \$1,500.00         | 1                                      | 500.00   | \$500.00           |
| 5      | Remove and replace driveway approach                                 | 1                                | 2,000.00 | \$2,000.00         | 1                                       | 4,900.00 | \$4,900.00         | 1                                    | \$1,500.00 | \$1,500.00         | 1                                      | 3,915.00 | \$3,915.00         |
|        | <b>TOTAL OF ALL BID ITEMS (1 THRU 5)</b>                             |                                  |          | <b>\$48,050.00</b> |                                         |          | <b>\$54,815.00</b> |                                      |            | <b>\$65,000.00</b> |                                        |          | <b>\$69,950.00</b> |
|        | CALENDAR DAYS                                                        | 60                               |          |                    |                                         |          |                    | 30                                   |            |                    | 33                                     |          |                    |



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: December 11, 2012

SUBJECT: Consider, discuss and act upon an indirect sales agreement with Itron for software used with the automated meter reading systems

- Agreement with Itron is attached for your review
- Recommendation from Ben White is attached for your review

**ACTION: Approve or disapprove agreement as presented.**

(V – E)

## INDIRECT SALES AGREEMENT

This Indirect Sales Agreement (the "**Agreement**") is entered into as of the last date of execution on the signature page hereto (the "Effective Date") by and between Itron, Inc. ("**Itron**") and \_\_\_\_\_ ("**Customer**"). Itron and Customer may each be referred to as a "**Party**" and together as the "**Parties**."

Customer shall execute this Agreement prior to its receipt of any Itron software, services or equipment by an authorized Itron distributor (each a "**Distributor**"). The terms of Customer's agreement with a Distributor shall govern Customer's purchase of Itron equipment or services from a Distributor (it being understood that Distributor will pass certain Itron warranties through to Customer). The terms of this Agreement shall govern (i) any software provided by Itron, regardless of whether the order for such software is placed with a Distributor or directly with Itron, and (ii) any order of equipment or services placed directly with Itron.

The Parties agree as follows:

### 1. **Software Terms**

#### a. *Definitions.*

**"Delivery,"** with respect to Software, means that Itron has either made the Software available to Distributor via electronic means or has provided the Software to a carrier on physical media for delivery to Distributor.

**"Documentation"** means all printed or electronic materials published or otherwise that are provided to Customer and that describe or relate to the functional, operational or performance capabilities of the Software.

**"Endpoint"** means (i) a physical device (e.g., a meter, encoder-transmitter-receiver or other measuring or monitoring device) that is the source of data used in the Software application or (ii) a virtual device created in the Software application to simulate the existence of a physical device. An example of a virtual device that is an Endpoint would include a single electricity meter that serves 10 apartment units. If the consumption data from that electricity meter was divided between the 10 units (e.g., on the basis of square footage) and used in the Software application as if that single electricity meter was actually 10 electricity meters, it would count as 10 Endpoints. Further, each account, whether active or inactive, in the application that is associated with a single physical device counts as a separate Endpoint.

**"Object Code"** means the binary, machine-readable version of the Software.

**"Software"** means software identified on Attachment A that is owned by Itron and any modifications, corrections, improvements or enhancements thereto provided by Itron.

**"Source Code"** means human-readable computer programming code, associated procedural code and related documentation.

**"Specifications"** means the applicable published Itron functional specifications for an item of Software.

**"Third Party Software"** means software that is not owned by Itron but is identified on Attachment A as being provided by Itron.

**"Use"** means the ability to run, execute, display and, subject to the restrictions described below, duplicate and distribute internally.

**"Warranty Period,"** with respect to a particular item of Software, means the warranty term beginning on the warranty start date, as set forth on Attachment A.

#### b. *License Grant.*

Subject to the terms of this Agreement, Itron grants to Customer a nonexclusive, nontransferable, perpetual Object Code license to Use the Software and Documentation for its internal business purposes only in connection with the number of Endpoints set forth in Attachment A.

#### c. *Restrictions.*

As a condition to the foregoing license grant, Customer shall not (i) violate any restriction set forth on Attachment A, (ii) modify or create any derivative work from the Software, (iii) include the Software in any other software, (iv) use the Software to provide processing services to third parties or on a service bureau basis, (v) reverse assemble, decompile, reverse engineer or otherwise attempt to derive Source Code (of the underlying ideas, algorithms, structure or organization) from Software, or (vi) use the Software to process business information concerning customers derived through merger, asset acquisition or other entity combination. Except as expressly permitted in this Agreement, Customer may not copy the Software other than to make one machine readable copy for disaster recovery or archival purposes. Customer may only make copies of Documentation as reasonably necessary for the use contemplated herein. The Software and Documentation shall be considered the confidential information of Itron and, as such, shall be subject to the confidentiality provisions of this Agreement.

#### d. *Invoicing.*

Distributor will invoice Customer for the Software and Itron will invoice Distributor.

#### e. *Limited Software Warranty*

##### i. *Warranty and Remedy.*

For the Warranty Period, Itron warrants to Customer that the Software will perform substantially in accordance with the Specifications. Itron does not warrant that the Software will operate uninterrupted or error-free. Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Itron to repair or replace the non-conforming Software. If Itron, in its sole discretion, is unable to repair or replace non-conforming Software, Itron will refund to Customer the amount paid for such Software. Software that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer's license to Software for which it has received a refund hereunder shall terminate upon its receipt of a refund.

ii. **Exclusions.**

The warranty provided in this Section shall not apply to the extent that non-compliance relates to or is the result of (i) use of the Software in combination with software, equipment or communications networks not provided by Itron, (ii) a change to the Software's operating environment not made or authorized by Itron, (iii) Customer's failure to install any correction or enhancement provided by Itron, (iv) viruses introduced through no fault of Itron, (v) any use of the Software not authorized by this Agreement. The warranty provided in this Section is valid only if Customer has complied with the terms of this Agreement (including paying the applicable Software license fees) and shall be void to the extent of any modification to the Software not authorized by Itron.

f. **Third Party Software and Documentation.**

Itron shall provide the Third Party Software, if any, identified on Attachment A and any related documentation. Any Third Party Software, and related documentation provided by Itron in connection with this Agreement shall be subject to a separate license agreement between the Customer and the third party software provider and will be subject to separate third party warranties, if any. Customer agrees that it will be bound by and will abide by all such third party software licensing arrangements. Customer is solely responsible for acquiring any software that is required to use the Software or Third Party Software.

g. **Audit.**

Customer will maintain accurate and detailed records as necessary to verify compliance with this Agreement. Itron may audit these records to verify compliance at any time during Customer's regular business hours after giving notice 5 business days in advance of the audit. Except as described below, Itron will bear all costs and expenses associated with the exercise of its audit rights. Any errors in payments identified will be corrected by Customer by appropriate adjustment. In the event of an underpayment of more than 5 percent, Customer will reimburse Itron the amount of the underpayment, reasonable costs associated with the audit, and interest on the overdue amount at the maximum allowable interest rate from the date the obligation accrued.

h. **Obligations Upon Termination for Cause.**

Upon a termination by Itron for cause, Customer's license to any Software and right to receive maintenance and support for such Software shall immediately terminate and Customer shall (i) delete any Software from all of its computers, (ii) immediately deliver to Itron or destroy all copies of such Software and any related Documentation and (iii) certify in writing to Itron within 10 days of any such termination that, to the best of Customer's knowledge, Customer has complied with this Section.

i. **Other Provisions.**

Customer shall not, directly or indirectly, export or transmit the Software to any country to which such export or transmission is prohibited by any applicable regulation or statute. The Parties agree that Software provided under this Agreement shall be deemed to be "goods" within the meaning of Article 2 of the Uniform Commercial Code, except when such a practice would cause an unreasonable result. The Parties agree that the Uniform Computer Information Transaction Act (or a version thereof or substantially similar law) shall not govern this Agreement.

**2. Equipment Terms**

**SUB-ITEMS a., b. AND c. BELOW APPLY ONLY TO EQUIPMENT PURCHASED BY CUSTOMER DIRECTLY FROM ITRON:**

a. **Equipment Purchase.**

Customer agrees to purchase the equipment, if any, identified on Attachment A (the "**Equipment**") from Itron at the price(s) and in the quantities set forth thereon pursuant to the terms of this Agreement. Prices set forth on Attachment A are valid for one year from the date of this Agreement.

b. **Ordering**

During the term of this Agreement, Customer shall order quantities of Equipment by issuing a purchase order, change order or release (each an "**Order**") to Itron, in each case specifying the type and quantity of Equipment, the shipment destination and the requested delivery date. Unless otherwise agreed in a separate writing signed by an authorized representative of each Party, the requested delivery date in an Order must be no earlier than ninety days following Itron's receipt of such Order.

c. **Firmware**

The purchase of Equipment manufactured by Itron will include a perpetual, irrevocable license to use and execute any software embedded in the Equipment. The license to any software embedded in third party Equipment provided by Itron shall be between Customer and the manufacturer of such third party Equipment.

d. **Invoicing.**

Itron will invoice Customer for the Equipment upon shipment.

e. **Delivery, Title and Risk of Loss.**

Unless otherwise agreed by the Parties, Itron will make arrangements with its carrier to deliver Equipment to Customer's location at Customer's expense. For Equipment delivered to Canada, title to the Equipment and risk of loss shall pass to Customer upon delivery to the Customer. For Equipment delivered to all other locations, title to the Equipment and risk of loss shall pass to Customer upon Itron's delivery to a carrier for shipment to Customer.

f. **Limited Equipment Warranty**

i. **Warranty and Remedy.**

Except as otherwise set forth on Attachment A, Itron warrants to Customer that the Equipment that is manufactured by Itron will be free from defects in materials and workmanship and will conform to the applicable published Itron specifications for a period of one year from the date of shipment if purchased directly from Itron and 14 months if purchased through a Distributor. Except to the extent otherwise provided in Attachment A, Itron's sole obligation and Customer's exclusive remedy in connection with the breach of a warranty provided under this Section or under Attachment A shall be for Itron to repair non-conforming Equipment or provide Customer

with replacement Equipment after Customer has returned non-conforming Equipment properly packaged and prepaid to a repair facility designated by Itron in accordance with Itron's then-current RMA procedures. If Itron, in its sole discretion, determines that it is unable to repair or replace such non-conforming Equipment, Itron will refund to Customer the amount paid for such Equipment. Equipment that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Customer will pay the cost of returning non-conforming Equipment to the place of repair designated by Itron and Itron will pay the cost of delivering repaired or replacement Equipment to Customer.

ii. *Exclusions.*

The warranty provided herein does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; service (including installation or de-installation) not performed or authorized by Itron; usage not in accordance with product instructions or in a configuration not approved by Itron; normal wear and tear; and problems caused by use of parts and components not supplied by Itron. The warranty provided herein shall be void if the Equipment is modified in a way not authorized in writing by Itron. The above warranty does not cover any third party equipment provided by Itron. Any warranty for such equipment will be between Customer and the third party manufacturer.

**3. Managed Services Terms**

a. *Access to Managed Service*

Subject to the terms of this Agreement, Itron grants to Customer for its internal business purposes only, the non-transferrable, non-exclusive right to access and use the service identified on Attachment A as a "managed" or "hosted" service (the "**Managed Service**") in accordance with the terms of service attached hereto as Attachment B (the "**Terms of Service**").

b. *Use Restrictions.*

Customer is responsible for maintaining the confidentiality of all information required to access the Managed Service and for the activities of its employees or representatives that access the Managed Service. Customer will not (i) access or use the Managed Service other than in accordance with the Managed Service documentation; (ii) reverse engineer the software underlying the Managed Service; (iii) engage in any activity that interferes with or disrupts the Managed Service or any servers or networks connected to the Managed Service; (iv) allow a third party to access the Managed Service or operate the Managed Service for the benefit of a third party, including as a service bureau; (v) modify or create derivative works based on the Managed Service; or (vi) use the Managed Service in a manner that violates any law or regulation or the rights of any third party.

c. *Managed Service Term.*

Itron will make the Managed Service available to Customer for an initial one-year period beginning on the Effective Date. Thereafter, Itron shall provide the Managed Service for successive one-year periods unless the Managed Service is terminated in writing by either Party at least 90 days prior to the end of the then-current one-year period.

d. *Invoicing*

Itron shall invoice Customer or Distributor for the initial annual Managed Service fee identified on Attachment A immediately following the Effective Date. Thereafter, Itron shall invoice Customer for each successive one-year period prior to the commencement of such period. Itron may elect to increase the annual fee for any successive annual period by providing Customer with written notice of such increase at least 90 days prior to the commencement of such period.

e. *Customer Data.*

Customer retains all right, title and interest in and to any electronic data or information contained in any database, table or similar file or document provided by Customer for use in connection with any Managed Service (the "**Customer Data**"). Customer grants to Itron a license to use the Customer Data to the extent necessary for Itron to provide the Managed Service, or as required by law. Customer is solely responsible for the Customer Data, including providing the Customer Data required for proper operation of the Managed Service, and will not provide, post or transmit any Customer Data or any other information or material that: (i) infringes or violates the rights of any third party or any law or regulation or (ii) contains any virus or programming routine that has the effect of damaging, surreptitiously intercepting or expropriating any system, data or personal information. Itron may take any remedial action it deems advisable to address any violation of this Section but Itron is under no obligation to review Customer Data for accuracy or potential liability. Customer agrees to indemnify Itron for any loss or damage suffered by Itron in connection with Customer's breach of its obligations under this Section.

f. *Service Levels*

Itron agrees to make commercially reasonable efforts to: (i) maintain Appropriate Security Measures (defined below); (ii) provide regular backups for the Customer Data as further described in the Terms of Service; and (iii) make the Managed Service generally available 24 hours a day and 7 days a week except for (y) planned downtime in accordance with the Terms of Service and (z) downtime caused by circumstances beyond Itron's reasonable control, including telecommunications or network failures or delays, computer failures that could not reasonably have been prevented by Itron or acts of vandalism (e.g., network intrusions and denial of service attacks). Itron's sole obligation, and Customer's exclusive remedy, in connection with a breach of any obligation of Itron with respect to the performance or availability of the Managed Service shall be for Itron, at its option, to correct the failure or to refund to Customer the amount paid for the Managed Service for the period in which it was affected. Customer's subscription to the Managed Service shall terminate upon its receipt of any such refund. "**Appropriate Security Measures**" means customary, technical, physical and procedural controls to protect Customer Data against destruction, loss, alteration, or unauthorized disclosure to third parties. Customer acknowledges that, notwithstanding Appropriate Security Measures, use of or connection to the Managed Service presents the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Managed Service and Customer Data. Accordingly, Itron does not guarantee the privacy, security or authenticity of any information stored in connection with or transmitted to or from any Managed Service.

#### **4. Payment Terms and Taxes.**

The following terms shall apply to any equipment, services or software purchased by Customer directly from Itron. For invoices not paid within 30 days of the invoice date, in addition to other remedies to which Itron may be entitled, Itron may charge Customer a late fee of one percent per month applied against overdue amounts. Customer shall also be responsible for collection costs associated with late payment, if any, including reasonable attorneys' fees. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall be construed as an accord or satisfaction. Unless otherwise indicated on Attachment A, Customer shall pay all amounts owing under this Agreement in U.S. Dollars. The prices set forth on Attachment A do not include taxes. Customer will be responsible for and pay all applicable sales, use, excise, value-added and other taxes associated with the provision of products or services by Itron, excluding taxes on Itron's income generally. If Customer is a tax exempt entity, or pays taxes directly to the state, Customer will provide Itron with a copy of its Tax Exemption Certificate or Direct Pay Permit, as applicable, upon execution of this Agreement.

#### **5. Changes.**

Changes to the products or services ordered by Customer pursuant to this Agreement, including the purchase of additional quantities or entirely new products or services, may be made at Itron's then-current pricing by purchase order or Change Order (in a form acceptable to Itron), provided that any such purchase order must first be accepted by Itron.

#### **6. Confidentiality.**

With respect to any information supplied in connection with this Agreement and designated by either Party as confidential, or which the recipient should reasonably believe to be confidential based on its subject matter or the circumstances, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and to use and reproduce the confidential information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose. The obligations in this Section will not apply to information that is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. The recipient may disclose the confidential information on a need-to-know basis to its contractor's, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms.

#### **7. IP Ownership**

Between Itron and Customer, all patents, copyrights, mask works, trade secrets, trademarks and other proprietary rights in or related to any product, software or deliverable provided by Itron pursuant to this Agreement are and will remain the exclusive property of Itron. Any modification or improvement to an Itron product or deliverable that is based on Customer's feedback shall be the exclusive property of Itron. Customer will not take any action that jeopardizes Itron's proprietary rights nor will it acquire any right in any such product, software or deliverable or Itron's confidential information other than rights granted in this Agreement.

#### **8. Indemnification**

##### *a. General Indemnity.*

Itron will defend Customer from any claim for (i) death of or bodily injury to a Customer employee or third party that is caused by Itron's gross negligence or intentional torts, or (ii) physical damage to tangible personal property owned by Customer or a third party that is caused by Itron's gross negligence or intentional torts and will pay costs and damages awarded against Customer (or settled) in any such action that are specifically attributable to Itron's gross negligence or intentional torts.

##### *b. Infringement Indemnity.*

Itron will, at its own expense, defend any claim or action brought against Customer by an unaffiliated third party to the extent that the action is based upon a claim that any product manufactured, software licensed or service provided by Itron hereunder directly infringes any U.S. patent (issued as of the Effective Date) or any copyright or trademark and Itron will pay those costs and damages awarded against Customer (or settled) in any such action that are specifically attributable to such claim. The foregoing indemnity does not apply to products not manufactured by Itron or software licensed by third parties.

##### *c. Conditions to Infringement Indemnity.*

Itron's infringement indemnity obligations under this Section are conditioned on Customer's agreement that if the applicable product or service, becomes, or in Itron's opinion is likely to become, the subject of such a claim, Customer will permit Itron, at Itron's option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are reasonable in Itron's judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or service.

##### *d. Exclusions.*

Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer's use of a product after Itron has informed Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron's suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.



e. *Right to Defend.*

As a condition to Itron's indemnity obligations under this Agreement, Customer will provide Itron with prompt written notice of the claim, permit Itron to control the defense, settlement, adjustment or compromise of the claim and provide Itron with reasonable assistance in connection with such defense. Customer may employ counsel at its own expense to assist it with respect to any such claim.

f. *Indemnity Disclaimer*

THIS SECTION CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

**9. Warranty Disclaimer.**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ITRON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

**10. WAIVER OF CONSEQUENTIAL DAMAGES.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR COVER OR FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

**11. CAP ON LIABILITY.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR A BREACH BY CUSTOMER OF (I) ANY INTELLECTUAL PROPERTY RIGHT OF ITRON OR (II) ANY LICENSE GRANTED BY ITRON HEREUNDER, THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE TOTAL AMOUNT PAID AND PAYABLE HEREUNDER. ITRON SHALL NOT BE LIABLE FOR ANY CLAIM MADE THE SUBJECT OF A LEGAL PROCEEDING MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ASSERTED IN SUCH CLAIM AROSE. ITRON'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

**12. Term and Termination**

a. *Term of Agreement.*

Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date through December 31st of the year in which any products or services to be provided hereunder have been provided. The term of this Agreement shall thereafter automatically renew for successive one year periods unless either Party provides the other with written notice of its intent not to renew at least 90 days prior to such termination; provided, however, that Customer shall be obligated to purchase and Itron shall be obligated to provide any product or service that is the subject of an unfulfilled order accepted by Itron prior to the time of any such termination. Notwithstanding the foregoing, the term of any license provided by Itron hereunder shall be as set forth in the provision granting such license.

b. *Termination for Cause.*

Either Party may terminate this Agreement by providing the other Party with written notice if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's confidential information; or (iii) commits a material breach of this Agreement, the Distributor/Customer agreement or the Distributor/Itron agreement that remains uncured for 30 days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

c. *Survival.*

Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, payment terms, confidentiality, waiver of consequential damages, and cap on liability.

**13. Miscellaneous**

a. *Entire Agreement.*

This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order acknowledgments, statements of work not attached hereto or other communications between the Parties subsequent to the execution of this Agreement.

*b. Amendments and Waivers.*

Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by an authorized representative of each Party and declared to be an amendment hereto. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

*c. Governing Law; Jury Trial.*

This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Washington without reference to Washington conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT.

*d. Assignment.*

Customer may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise without the prior written consent of an authorized executive officer of Itron. Any attempt to assign this Agreement by Customer shall be null and void. For purposes of this Agreement, the acquisition of an equity interest in Customer of greater than 25 percent by any third party shall be considered an assignment.

*e. Publicity.*

Unless otherwise provided in a separate confidentiality agreement between the Parties, each Party may issue a press release following the execution of this Agreement, subject to the other Party's written approval, which shall not be unreasonably withheld. Each Party hereby consents to the other Party's use of its name, URL and logo on its website and in its customer and partner lists for corporate and financial presentations.

*f. Force Majeure.*

Neither Party will be responsible for any failure or delay in performing any obligation hereunder if such failure or delay is due to a cause beyond the Party's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts. Notwithstanding the foregoing, Itron shall have no obligation to deliver Equipment or provide Services to the extent that Customer is unable to pay as a result of a force majeure event.

*g. Notices.*

Any notice required or permitted under this Agreement or required by law must be in writing and must be delivered in person, by facsimile, by certified mail (return receipt requested), or by a nationally recognized overnight service with all freight charges prepaid, to the address set forth below. Notices will be deemed to have been given at the time of actual delivery, if in person, or upon receipt (as evidenced by facsimile confirmation, return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this Section.

Itron: Attn: General Counsel  
Itron, Inc.  
2111 North Molter Road  
Liberty Lake, WA 99019

Customer:

*h. Miscellaneous.*

Headings used in this Agreement are intended for convenience or reference only and will not control or affect the meaning or construction of any provision of this Agreement. If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby and such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law. Any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement shall not apply to the terms and conditions of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. If available, maintenance and support for products will be provided pursuant to a separate maintenance agreement. Itron shall perform all work to be performed in connection with this Agreement as an independent contractor and not as the agent or employee of Customer. All persons furnished by Itron shall be for all purposes solely Itron's employees or agents and shall not be deemed to be employees of Customer for any purpose whatsoever. This Agreement is entered into only for the benefit of Customer and Itron. No other person or entity shall have the right to make any claim or assert any right hereunder, and no other person or entity shall be deemed a beneficiary of this Agreement.

[Signature Page Follows]

Agreed to and accepted:

**Itron, Inc.**

**Customer**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tax Exempt: \_\_\_\_\_ Yes/No (if Yes, attach copy of Tax Exemption Certificate)

[Signature Page to Indirect Sales Agreement]

**ATTACHMENT A-1**

| Software                                                                                                                                                                             | Units                                    | Warranty Date | Start | Warranty Term |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------|-------|---------------|
| *MV-RS                                                                                                                                                                               | Up to _____<br>Endpoints                 | Delivery      |       | 14 months     |
| <b>Fixed Network as follows:</b>                                                                                                                                                     |                                          |               |       |               |
| Level 1, Data Collection (Network Software)<br>Network Software<br>Billing Gate Way Module                                                                                           | Up to _____<br>Endpoints                 | Delivery      |       | 5 months      |
| Level 2, Data Analysis (Network Software,<br>Customer Care)<br>Network Software<br>Billing Gate Way Module<br>Customer Care Base System                                              | Up to _____<br>Endpoints                 | Delivery      |       | 5 months      |
| Level 3, Advanced Metering (Network<br>Software, IEE Meter Data Management)<br>Network Software<br>Billing Gate Way Module<br>Customer Care Base System<br>IEE Meter Data Management | Up to _____<br>Endpoints                 | Delivery      |       | 5 months      |
| ZCorr                                                                                                                                                                                | Up to number of<br>loggers<br>purchased. | Shipment      |       | 14 months     |
| DigiCorr                                                                                                                                                                             | Up to number of<br>loggers<br>purchased. | Shipment      |       | 14 months     |

\*Customer receives 5 months of Phone Support at no charge for the MV-RS Product.

Please check the type of Software being licensed and with respect to MV-RS and Fixed Network, enter the number of meters.

**PRICING SUMMARY FOR PRODUCTS PURCHASED DIRECTLY FROM ITRON**

## ATTACHMENT A-2

### Warranty Terms

| Product                                                        | Warranty Terms                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| All Equipment (excluding the following)                        | 14 months from shipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Mobile Collector                                               | 3 years from shipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Centron and Sentinel electricity meters                        | 3 years from shipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Repairs for out-of-warranty electricity meters                 | Itron shall perform the repairs with reasonable care and in a diligent and competent manner. Itron's sole obligation in connection with repair warranty failures shall be, at its option, to correct or re-perform repairs or refund to Customer the amount paid for the repairs. Customer must report any deficiencies in repair work to Itron in writing within 90 days of shipment to receive the remedies described herein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 200W series water endpoints (including battery)                | <p><b>Standard Warranty:</b> Full warranty consistent with the warranty terms in the Agreement for the first 5 years from shipment.</p> <p><b>Optional Extended Warranty (if purchased by Customer):</b></p> <p>For warranty claims in years 6 through 10, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 100 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p> |
| 100W, 60W and 80W-i series water endpoints (including battery) | <p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p> <p>The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.</p>                                                                                                                                                                                                                                                                                                                             |
| Leak Sensor                                                    | <p>Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment.</p> <p>For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.</p> <p>For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| MLOG Radio Logger (including battery)                          | <p>Full warranty consistent with the warranty terms in the Agreement for the first 5 years from shipment.</p> <p>For warranty claims for years 6 through 10, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 60 percent of its then-current list price for the replacement product.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Upgraded handhelds or mobile collectors                        | 90 days from shipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| MV-RS Software                                                 | 14 months from Delivery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Fixed Network Software                                         | 5 months from Delivery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| METRIS Meters and METRIS RD                                    | Itron warrants that eighty five percent (85%) or more of the METRIS Meters                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Meters                                 | <p>shipped to Customer during any calendar year will be free from defects in materials and workmanship such that they maintain set point calibration that is within two percent of their original factory set point calibration (open and check) ("Calibration Warranty"). The foregoing Calibration Warranty is valid until the earlier of (i) 15 years from shipment to Customer of the METRIS Meter for which warranty coverage is sought, (ii) the measurement of more than one million cubic feet of gas measured by such meter, or (iii) until such meter is replaced by Customer in connection with a periodic meter change-out.</p> <p>Seller's sole obligation and Company's exclusive remedy in connection with the breach of a warranty provided under this Section shall be for Seller, at its option, to repair any non-conforming METRIS Meters, provided that if Itron determines that it is unable to repair a non-conforming METRIS Meter, Itron will refund to Company the depreciated value of such non-conforming METRIS Meter. At the request of Itron, Company will provide evidence of a meter's service history to verify warranty coverage.</p> <p>While Itron will repair or replace METRIS RD meters covered under warranty that are defective due to a failure in the remote disconnect functionality, Itron's warranty is not a guarantee that the remote disconnect functionality will always work. Customer shall not rely on the remote disconnect functionality in the METRIS RD meters as a substitute for standard safety procedures, including manual shut-off, and shall remain solely responsible for ensuring that proper safety procedures are utilized in connection with gas leaks and other unsafe circumstances.</p> |
| Neptune E4000 Main PCB and Display PCB | 2 years from shipment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Neptune RL200/RP200 Measuring Chamber  | Until the earlier of 3 years from shipment or measurement of 3,000,000 gallons                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

**ATTACHMENT B**  
**Terms of Service**

**(TO BE ATTACHED IF MANAGED SERVICE IS PURCHASED)**



6 December 2012

Mayor and Council Members  
City of Farmersville  
205 South Main Street  
Farmersville, Texas 75442

Subject: Itron/Elster Recommendation Letter

To Whom It May Concern,

As you know, the City of Farmersville is designing and installing a water system Automated Meter Reading (AMR) system to fulfill the AMR requirements for the General Obligation Bond. To the extent of the budget, each water meter will be replaced with an AMR compliant water meter with associated electronic equipment.

Because of my past experience and the City of Farmersville's past experience with these systems I am recommending two companies, Itron and Elster, to provide Radio Frequency (RF) and meter capabilities respectively for our upcoming water system prototyping efforts. The reasons for this recommendation follow:

1. **Prototyping (50 units) is important.** It allows us to try out the technology and work out the bugs before fully investing in a complete AMR system.
2. The Itron RF system is **one of the first systems to be deployed** in the field and brings with it a wealth of experience.
3. The Itron system is **built in the United States.**
4. The Itron system **integrates with all the major meter manufacturers** and does not tie us to particular meter manufacturer adding additional flexibility.
5. Itron also **manufactures electrical system AMR equipment** making it possible to read the water and electrical systems at the same time.
6. The Itron system is **compatible with our INCODE billing system.**
7. The Elster Smart Meter is a micro-mag meter and will **holds its accuracy over the entire 20 year lifetime** of the meter and is not susceptible to meter slow down affects of a normal compound meter made by other meter manufacturers. This **keeps water systems revenues up** over the lifetime of the meter.





8. The Elster meter employees a **built in one-way check valve** saving the City of Farmersville from installing an additional one-way check valve in the system.

Please consider signing the attached Itron standard "Indirect Sales Agreement". This form is signed by all entities wishing to do business with Itron and helps Itron keep the proprietary portions of their technology secure.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. White", is written over the printed name.

Benjamin L. White, P.E.  
City Manager/Public Works Director  
City of Farmersville  
205 South Main Street  
Farmersville, Texas 75442



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: December 11, 2012

SUBJECT: Consider, discuss and act upon a resolution for publicly owned items to be sold at an auction

- Resolution is attached for your review

**ACTION: Approve or disapprove Resolution as presented.**

(V – F)

**CITY OF FARMERSVILLE  
RESOLUTION #2012-1211-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DECLARING SPECIFIED PROPERTY A SURPLUS AND AUTHORIZING THE SALE THEREOF.**

**WHEREAS**, the Farmersville Police Department of the City of Farmersville has the following:

|                          |                        |
|--------------------------|------------------------|
| 1997 Chevrolet Tahoe SUV | VIN# 3GNEK18R3VG1      |
| 2002 Pontiac 4dr         | VIN# 1G2NF52E02C265131 |
| 1996 Nissan 4dr          | VIN# JN1CA21D9TT156888 |
| 1997 Saturn CP           | VIN# 1G8ZE1282VZ150268 |

**WHEREAS**, the staff recommends the described items above be declared surplus property and sold;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS to declare the above described vehicles and equipment as surplus property and to authorize the sale thereof.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS on this the 11<sup>th</sup> day of December, 2012.

\_\_\_\_\_  
Joseph E. Helmberger, P.E., Mayor

Attest:

\_\_\_\_\_  
Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: December 11, 2012

SUBJECT: Consider, discuss and act upon a resolution to name the Public Safety Building the Charles R. Curington Public Safety Building

- Resolution is attached for your review

**ACTION: Approve or disapprove Resolution as presented.**

(V – G)

**CITY OF FARMERSVILLE  
RESOLUTION # 2012-1211-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, NAMING THE PUBLICSAFETY BUILDING LOCATED AT 134 NORTH WASHINGTON STREET AS "CHARLES R. CURINGTON PUBLIC SAFETY BUILDING."**

**WHEREAS**, the City Council supports and approves the work of the Public Safety servants in their efforts to serve, protect and defend the citizens of the Farmersville community; and

**WHEREAS**, the citizens of Farmersville wish to recognize the Charles R. Curington from this city who dedicated many years of service to the citizens of the Farmersville community; and,

**WHEREAS**, the Mr. Curington served as the eleventh Fire Chief from 1970 – 1983 and the fourteenth Fire Chief from 1989 – 1991 while serving on the Fire Department for many years.

WHEREAS, in honor of Charles R. Curington's dedication and service, the City Council wishes to

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Farmersville, Texas, that the Public Safety Building located 134 North Washington Street hereby be named "Charles R. Curington Public Safety Building."

**PASSED AND APPROVED** this 11<sup>th</sup> day of December, 2012.

---

Joseph E. Helmberger, P.E., Mayor

**ATTEST:**

---

Edie Sims, City Secretary



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: December 11, 2012  
SUBJECT: Update on Comprehensive Plan

- Schedule is attached for your review

**ACTION: No action required by Council.**

(V – H)

## *Farmersville Comprehensive Plan Schedule*

| <b>What</b>                                                      | <b>Date</b>         | <b>Time</b> | <b>Place</b>     | <b>Who</b>                     |
|------------------------------------------------------------------|---------------------|-------------|------------------|--------------------------------|
| Land Use Map edits complete                                      | 19 Oct 2012         |             |                  | Eddy Daniel                    |
| Partial draft of chapters in Word to city with accompanying maps | 26 Oct 2012         |             |                  | KHA/Tharp                      |
| Work session with city staff on draft chapters                   | 8 Nov 2012          |             |                  |                                |
| Revised draft chapters in Word to city                           | 14 Nov 2012         |             |                  | KHA/Tharp                      |
| 4B Briefing                                                      | 19 Nov 2012         | 5:45 pm     | Council Chambers | City to set up/Janet to attend |
| Public Meeting to present summary of plan                        | 29 Nov 2012         | 6:00 pm     | Council Chambers | City to set up/Janet to attend |
| Staff work session                                               | 13 Dec 2012         | 2 PM        | Daniel & Brown   | Janet, Staff, Eddy             |
| Brief 4A                                                         | 19 Dec 2012         |             | Council Chambers | City to set up/Janet to attend |
| Detailed Engineering Review                                      | 19/20 Dec 2012      | 2 PM        | City Hall        |                                |
| Post plan on website                                             | 29 Dec 2012         |             |                  | Edie Sims                      |
| Planning & Zoning Commission                                     | 24 Jan 2013         | 6:30 pm     | Council Chambers | City to set up/Janet to attend |
| City Council hearing                                             | 12 Feb 2013         | 6:00 pm     | Council Chambers | City to set up/Janet to attend |
| City Council adoption                                            | 26 Feb 2013         | 6:00 pm     | Council          | City to set up/Janet to attend |
| Impact Fee update                                                | Jan 2012 – Apr 2013 |             |                  | KHA/Eddy Daniel                |



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: December 11, 2012  
SUBJECT: Update on the electrical system

**ACTION: No action required by Council.**

(V – I)



# Electrical System Update

1. The Economic Development Corporation has funded the following:
    - a. Electric System Model
    - b. Electric System Inventory
  2. Requested that McCord activity be complete within six months. March 2013.
    - a. Inventory and appraisal activity 50% complete.
    - b. Electrical system model complete except for updates involving inventory cross-checks.
  3. Electrical surcharge rate of \$0.005 per kilowatt-hour awaiting council final approval. Planned start, December 2012 electric bill.
  4. The safe routes to ~~school program will require relocation of utilities including major~~ changes to our power pole locations along the route. These improvements will start taking place once the electrical system surcharge is approved.
-



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: December 11, 2012

SUBJECT: Consider, discuss and act upon a Revocable License Agreement with Oneok Sterling III Pipeline, LLC regarding the permission to construct and install an underground natural gas pipeline crossing the Chaparral Trail

- Revocable License Agreement is attached for your review
- Maps of the area are provided by Oneok

**ACTION: Approve or disapprove the Revocable License Agreement as presented.**

(V – J)

After recording, return to:

City Secretary  
City of Farmersville  
205 S. Main Street  
Farmersville, Texas 75442

### **REVOCABLE LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (this "Agreement"), is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF FARMERSVILLE, TEXAS** (the "City") and **ONEOK STERLING III PIPELINE, L.L.C.**, an Oklahoma limited liability company, whose mailing address is P.O. Box 871, Tulsa, Oklahoma 74102 ("Applicant") witnesseth that:

WHEREAS, City owns a strip of land that is fifty feet (50') wide on either side of the center line of the railroad right-of-way according to the A.T. & S.F. Ry Co. Right-of-Way and Track Map, Northern Division, Paris sub-division, extending from its inception within the City of Farmersville and extending generally northward to the Collin County Line and which area contains approximately 2.86 acres of land in the James Ellison Survey, Abstract No. 293, in Farmersville, Collin County, Texas (hereinafter called the "Property") as recorded in 2002-0701000928400 of the Deed Records of Collin County, Texas;

WHEREAS, Applicant has requested permission to construct and install, and thereafter maintain, operate, repair, replace, inspect, patrol, protect, test, relocate, alter or remove, an underground natural gas pipeline and necessary related appurtenances including valves and markers (whether one or more, the "Improvements") in, upon, under, and across the Property; and

WHEREAS, this License Agreement allows the Improvements to be placed in, upon, under, and across the Property provided that such Improvements strictly conform with all provisions of the City's Code of Ordinances and Applicant obtains all such permits and variances as may be required to place the Improvements at the location specified in Exhibit "A" attached hereto and incorporated by reference herein; and

WHEREAS, City Staff has reviewed Applicant's request and recommends approval thereof, subject to Applicant's agreement to be solely responsible for the construction, maintenance, removal and replacement of the Improvements as set forth herein, and Applicant's further agreement to hold the City harmless with respect to any damage to, or necessary removal or relocation of, the Improvements and to indemnify the City from and against any and all claims or causes of action arising out of or related to Applicant's installation, use, maintenance and operation of the Improvements in, upon, under, and across the Property.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and the mutual covenants herein contained, and for other valuable and good consideration in hand paid by Applicant to the City at or before the sealing of these presents, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

1. **Installation and Maintenance of Improvements.** The City does hereby agree that, notwithstanding any contrary provision in any document granting or conveying the Property to the City, Applicant may install and maintain at Applicant's sole cost and expense the Improvements in, upon, under, and across the Property as specifically described and depicted in Exhibit "A," subject to the terms of Paragraph 2, below. In connection with the foregoing, the City specifically consents to the construction and installation of the Improvements in, upon, under, and across the Property by and through this Revocable License Agreement, only, and not otherwise. In the event the City grants any rights in the Property to third parties (provided the City is permitted to do so pursuant to the terms of the conveyance of the Property to the City), any such third parties shall enjoy the same rights and benefits to the Property as enjoyed by the City hereunder.

Applicant shall construct and install such Improvements by boring under the **entire Property and providing PVC or steel encasement for the carrier pipe. Encasement shall be a minimum of 12 feet below existing grade.**

**Improvements shall not prevent the installation of City utilities or City franchise utilities buried with a separation distance of 1.5 feet minimum, or of overhead utilities.**

In no event shall Applicant ever utilize a trench cut or open cut to construct, install, maintain, operate, repair, replace, inspect, patrol, protect, test, relocate, alter or remove the Improvements. In this regard, it is specifically agreed and understood that the Property is used by the City for trail purposes and that any such trench cut or open cut would undermine the City's continued use of the Property for trail purposes, and may very well violate the rights reserved by City's grantor regarding the use of the Property as a trail as set forth in that certain Quitclaim Deed from Chaparral Rails to Trails, Inc., unto the City of Farmersville, Texas, recorded on or about July 1, 2002 and found at Clerk's No. 2002-0701000928400 of the Deed Records of Collin County, Texas. In the event of any conflict between the provisions of this Revocable License Agreement and Exhibit "A" the terms and conditions of this Revocable License Agreement shall control.

2. **City Ordinances.** This Agreement is not intended to and it does not waive or grant a variance from any requirements of the City's Code of Ordinances that must be met for the Improvements to be constructed and installed in, upon, under, and across the Property as specifically described and depicted in Exhibit "A." Applicant expressly acknowledges that by entering into this Agreement, Applicant, its

successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits as waiving any of the requirements of the City's Zoning Ordinance or Subdivision Ordinance or any other ordinance of the City, as applicable. **Applicant shall strictly conform to all provisions of the City's Code of Ordinances and Applicant shall obtain all such permits and variances as may be required to place the Improvements at the location specified within the Property BEFORE constructing and installing such Improvements.**

3. **Hold Harmless; Relocation.** Applicant agrees to hold the City harmless from and against (a) any financial responsibility for removing or relocating the Improvements, if the City determines, in its sole discretion, that the then-current location of the Improvements will unreasonably prevent the City's use and enjoyment of the Property for the purposes contemplated therefor, and (b) any damage to the Improvements. In the event the City determines that the Improvements must be removed or relocated from the position described and depicted in Exhibit "A" to allow the City full use and enjoyment of the Property for its intended purpose(s), the City agrees that, if requested by Applicant, the City will allow the Improvements to be relocated (at Applicant's sole cost and expense) within the Property if reasonably practicable and to the extent only that such relocation strictly conforms with all provisions of the City's Code of Ordinances and Applicant obtains all such additional permits and variances as may be required to remove and relocate the Improvements in a location acceptable to and approved by the City Manager or his designee.

In the absence of an emergency, the City will provide Applicant thirty (30) days written notice of the need to remove the Improvements from the Property. Applicant shall have ninety (90) days from the date it is provided such written notice to remove the Improvements from the Property. However, in case of an emergency, which necessitates the immediate removal of the Improvements for access to such public improvements, the City shall have the right to remove the Improvements and any associated appurtenances thereto and shall not be responsible for any damages incurred to such Improvements and associated appurtenances.

4. **Indemnification.** Applicant hereby assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the City and its officers, agents, servants and employees from and against all claims, suits, judgments, demands, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, Applicant's use of the Property that forms the basis of this License specifically including but not limited to the construction, maintenance, operation and use of the Improvements in, upon, under, and across the Property. Applicant further assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the City and its officers, agents, servants and employees from and against all claims, suits, judgments, demands, damages, losses and

expenses, including but not limited to attorney's fees, arising out of or related to any violation of the rights reserved by City's grantor regarding the use of the Property as a trail as set forth in that certain Quitclaim Deed from Chaparral Rails to Trails, Inc., unto the City of Farmersville, Texas, recorded on or about July 1, 2002 and found at Clerk's No. 2002-0701000928400 of the Deed Records of Collin County, Texas. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

5. **Notices.** All notices or requests required or authorized hereunder shall be in writing and shall be deemed effective upon receipt (or refusal thereof) when (i) delivered in person, (ii) sent by U.S. Postal Service, postage prepaid, as overnight mail or certified mail, return receipt requested, (iii) delivered by a nationally recognized delivery service for same-day or overnight delivery, or (iv) transmitted by facsimile (with proof of confirmed transmission) to the respective parties hereto as follows:

To Applicant: **ONEOK STERLING III PIPELINE, L.L.C.**  
P.O. Box 871  
Tulsa, Oklahoma 74102

To the City: City Manager  
City of Farmersville  
205 S. Main Street  
Farmersville, Texas 75442

6. **Binding Effect.** The benefits and burdens of this Agreement shall be exclusive to Applicant and shall benefit and bind Applicant and the City and their respective successors, successors-in-title, legal representatives and assigns as provided herein.
7. **Assignability.** This Agreement shall not be assignable by Applicant without the prior written consent of the City, and such consent shall not be unreasonably withheld, conditioned or delayed.
8. **Waiver.** The failure of the City or Applicant to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.
9. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Texas. Venue shall be exclusive in Collin County, Texas.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

***CITY OF FARMERSVILLE***

By: \_\_\_\_\_  
BENJAMIN L. WHITE  
City Manager

Date Signed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
EDIE SIMS  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
ALAN D. LATHROM  
City Attorney

***ONEOK STERLING III PIPELINE, L.L.C.***, an  
Oklahoma Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **BENJAMIN L. WHITE**, City Manager of the **CITY OF FARMERSVILLE**, a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, in his capacity as \_\_\_\_\_ of **ONEOK STERLING III PIPELINE, L.L.C.**, an Oklahoma Limited Liability Company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

PREPARED IN THE OFFICES OF:

**BROWN & HOFMEISTER, L.L.P.**  
740 East Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax



## EXHIBIT "A"

Map Depicting Location of Improvements  
(To Scale with Engineering Certainty)



Sterling III  
Pipeline  
Project

Title

- MilePosts
- Ball Valves
- ONEOKUser...
- SpartanUser...
- LWUserPoints
- NRGUserPoints
- 4DUserPoints
- CoatesUserP...
- UniversalUse...
- Old\_User\_Ed...
- SteelShireUs...
- Centerline

MOC Lines

Status

- Pre MOC
- Preparation
- Justification
- Ratification
- Final Review
- Implementation
- Closed
- Sterling 1
- Centerline
- Sterling 2
- Centerline



Labels

County Road



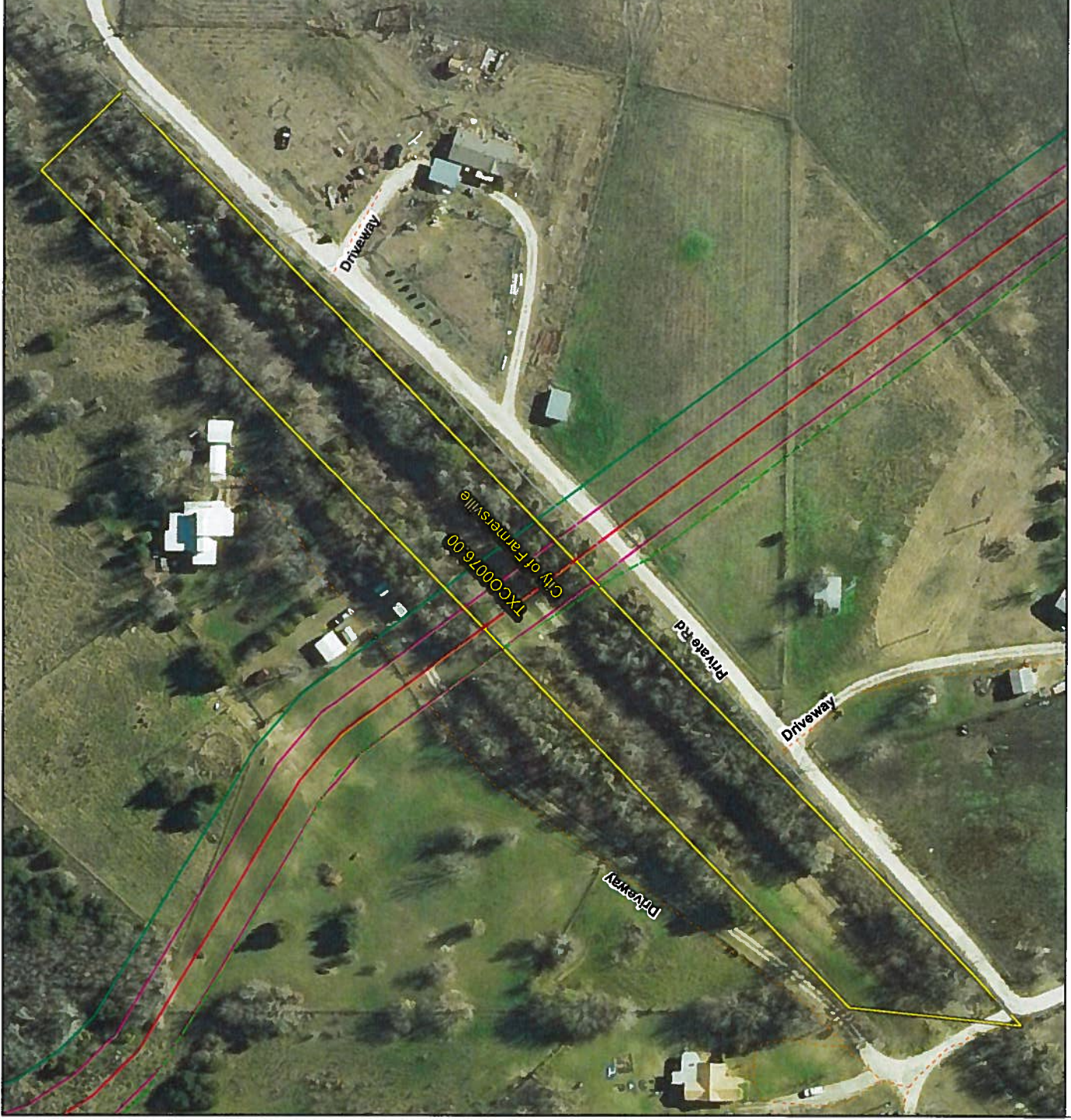


# Sterling III Tract Map



Tract: TXCO0076.00

- Centerline
- Interstate
- Primary US or State Highway
- State or County Highway
- Other/Major Road
- Other/Local Road
- Service Rd, 4WD Trail, etc...
- Sterling 1 Centerline
- Sterling 2 Centerline
- Tracts
- Permanent Workspace
- Temporary Workspace
- ETWS



# EXHIBIT A

J. ELLISON SURVEY, A-293  
COLLIN COUNTY, TEXAS



Scale: 1" = 100'



J. ELLISON SURVEY  
A-293

TXCO0075.00  
MICHAEL ROSS HAHN  
25.006 ACRES  
DOC. NO. 95-0044198

FND. 3/8" I.R.

N 56°19'16" W 1,462.26'

P.O.B.

CITY OF FARMERSVILLE

TXCO0076.00  
2.86 ACRES  
DOC. NO. 2002-0092840  
VOL. 5201, PG. 398

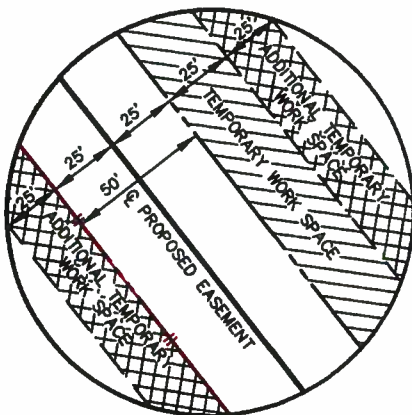
PROPOSED  
50' EASEMENT

TERMINAL  
POINT

TXCO0077.00  
VETERANS LAND BOARD OF  
THE STATE OF TEXAS AND  
MICHAEL D. EDENSTROM AND  
CONNIE JO EDENSTROM  
23.30 ACRES  
DOC. NO. 95-0022330  
DOC. NO. 98-0083016  
VOL. 4221, PG. 184

S 44°34'57" W 267.05'

FND. 3/8" I.R.



DETAIL "A"

N.T.S.



*James R. Stephens*  
JAMES R. STEPHENS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6293

TOTAL LENGTH: 101.12 FEET = 8.13 RODS

PERMANENT EASEMENT (0.12 AC.)

TEMPORARY WORK SPACE (0.08 AC.)

ADDITIONAL TEMPORARY WORK SPACE (0.12 AC.)

## NOTES:

1. BEARINGS BASED ON UTM ZONE 14, NAD 83, DERIVED FROM GPS OBSERVATIONS.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. UNITS ARE U.S. SURVEY FEET.
4. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
5. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY FOR THE DETERMINATION OF: ESTABLISHING A BASELINE FOR MAPPING, PARTICULAR TOPOGRAPHIC FEATURES, LOCATING NECESSARY PIPELINES FOR DESIGN AND EASEMENTS ACQUISITION.



ONEOK  
STERLING III PIPELINE  
A SUBSIDIARY OF ONEOK PARTNERS

TXCO0076.00  
CITY OF FARMERSVILLE

SCALE: 1" = 100'

DRAWN BY: MM 05/05/12

REV. 1



L.W. SURVEY COMPANY  
8400 N. SAM HOUSTON PKWY W., SUITE 100  
HOUSTON, TX 77064

STERLING III PIPELINE  
COLLIN COUNTY, TEXAS

SHEET  
1 OF 1





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: December 11, 2012  
SUBJECT: Update on Highway 380 TxDOT project

- City Manager Ben White will make a presentation to the Council

**ACTION: No action is required by Council.**

(V – K)

# US 380 Highway Project Status

1. Schedule
  - a. 1<sup>st</sup> Railroad Bridge, Passing Track: Jan 2013 thru Apr 2013
  - b. 2<sup>nd</sup> Railroad bridge, Main Track: Jul 2013 thru Nov 2013
  - c. 380 Roadway: Jul 2013 thru Aug 2014, South Side First
  - d. Main Street Bridge: Oct 2013 thru Jul 2014
  - e. Hill Street Crossing: Closed Mar 2013 thru Apr 2013
  - f. Walnut Street Crossing: Closed Mar 2013 thru Nov 2013
  - g. Main/Summit Street Crossing: Intermittent Closure Mar 2013 thru Jul 2013
2. Farmersville signage design under the Main Street Bridge is being considered
  - a. Theme: Farmersville logo with Farmersville underneath. Will not include "Discover a Texas Treasure"..
  - b. Possible size: 5' X 10', may be bigger.
  - c. Laser cut sheet metal with backlit colored acrylic.
  - d. Working with TxDOT to supply conduit in wall for lighting power.
  - e. Will keep Council abreast of signage design before implementation.