

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
February 12, 2013, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Invocation offered by Pastor of 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.
 - February is "Love Your Library Month" at the Rike Library, see announcement
 - Accepted delivery of new fire engine and first responder pick-up truck
 - Collin County Mobility Plan Community Workshops, see announcement
 - Pictures of City Council at the next City Council meeting
 - Congratulations to Patience McGee on the delivery of Talon Bayne McGee, 7lbs 11oz

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.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. PUBLIC HEARINGS

- A. Public Hearing – Consider, discuss and act upon a request for replat in the Aston Estates Subdivision for the Church of Jesus Christ of Latter Day Saints Church located at 513 Sycamore which is at the corner of Jouette and Sycamore Streets
- B. Public hearing to consider, discuss and act upon the only reading of an ordinance to amend the Planned Development Ordinance for the Church of Jesus Christ of Latter Day Saints located at 513 Sycamore Street, Farmersville
- C. Public hearing to consider, discuss and act upon a recommendation to adopt the new Comprehensive Plan and replace the existing Land Use Plan by first reading of an ordinance

V. READING OF ORDINANCES

- A. Second Reading – Consider, discuss and act upon an ordinance to amend/change the regulations for the use of the Chaparral Trail
- B. Only Reading – Consider, discuss and act upon an ordinance to amend Ordinance #O-2012-1113-002 regarding funding through the General Fund for the Main Street Lighting Project
- C. Only Reading – Consider, discuss and act upon an ordinance to amend the budget allowing a Rifle Purchase Program expenditure
- D. Only Reading – Consider, discuss and act upon an ordinance to amend the speed limit along Highway 380 during the construction of Highway 380

VI. REGULAR AGENDA

- A. Consider, discuss and act upon a resolution to adopt the Rifle Purchase Program and Policy

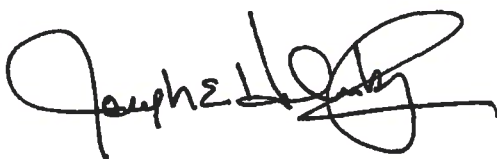
- B. Consider, discuss and act upon a presentation from a representative with Diana McIver & Associates regarding a potential development at Murphy's Crossing and a request for funding
- C. Consider, discuss and act upon an agreement with Lakehaven MUD
- D. Consider, discuss and act upon Sharyland Utilities annual report
- E. Presentation from CWD regarding annual report
- F. Consider, discuss and act upon the flag pole/garden project in front of City Hall
- G. Consider, discuss and act upon awarding the bids for LED and light poles and an electrician regarding the Texas Capital Fund Grant for the downtown lighting project and allow the City Manager to execute all documents regarding the procurement of this project
- H. Update on Main Street/Lighting project
- I. Update on Chaparral Trail project
- J. Update on electrical system
- K. Update on Main Street Bridge, closures and Highway 380 improvements
- L. Consider, discuss and act upon a resolution to cease collecting a 1% fee from cable service providers for a municipal station
- M. Discuss soil conditions of delinting properties off Buckskin and Summit
- N. Discussion regarding incident at Quick Check on January 23, 2013

VII. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

VIII. ADJOURNMENT

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

Dated this the 8th day of February, 2013.



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 February 8, 2013 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

A handwritten signature in blue ink, appearing to read "Edie Sims".

Edie Sims, City Secretary





*Roses are red,
Violets are blue,
We love our Library,
How about you?*

February is “**Love your Library**” month!

Come to the library and fill out a valentine to enter a chance to win one of the prizes below.

Starts February 1 through February 21, 2013.

The drawing will be held at 10:00 am on Friday, February 22.

One entry per person. We will contact the winners by telephone or in the library if they are present. If a winner cannot be reached within one week we will redraw for that prize.

Children's Prize:

- \$10 Gift card to Half Price Bookstore
- Book: *Horton Hears a Who* by Dr. Seuss
- Horton Plushie
- Small heart box of chocolate
- Bookmark

Teen Prize:

- \$10 Gift card to Half Price Bookstore
- Card games: Uno, Skipbo & Phase 10
- Small box of candy hearts
- Bookmark

Adult Prize:

- \$20 Gift card to Half Price Bookstore
- Large heart of chocolates
- Bookmark

Rike Memorial Library ♥ 203 Orange Street, Farmersville, Texas 75442 ♥ 972-782-6681

Everyone is invited...



Collin County Mobility Plan 2013 UPDATE

COMMUNITY WORKSHOPS

Help define goals and objectives for transportation planning in Collin County. Review the most recent demographic and land use forecasts. **Ask questions and submit comments!**

Tuesday, February 19, 2013

6:30 p.m. to 8:30 p.m.

Haggard Library – Program Room
2501 Coit Road
Plano, TX 75075

Wednesday, February 20, 2013

6:30 p.m. to 8:30 p.m.

Wylie Recreation Center
300 Country Club Road, Building 200
Wylie, TX 75098

Monday, February 25, 2013

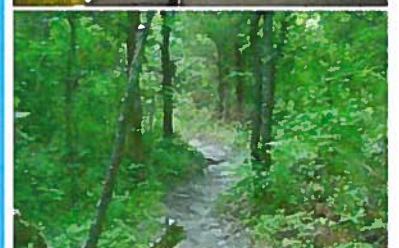
6:30 p.m. to 8:30 p.m.

Cockrell Elementary – Cafeteria
1075 Escalante Trail
Prosper, TX 75078

Tuesday, February 26, 2013

6:30 p.m. to 8:30 p.m.

McKinney Performing Arts Center – First Floor
111 North Tennessee Street
McKinney, TX 75069



For more information, please visit:

www.co.collin.tx.us/engineering/mobility



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
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
JANUARY 8, 2013

The Farmersville City Council met in a regularly called session on January 8, 2013 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, Main Street Manager Adah Leah Wolf, Librarian Trisha Dowell, City Attorney Alan Lathrom and City Secretary Edie Sims. Councilman Russell Chandler departed the meeting at 7:43pm.

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. Pastor Levelle Cheatham of Gallaway Memorial Church Farmersville offered the invocation with Mayor Helmberger leading the audience in the Pledge of Allegiance to the American Flag.

Mayor Helmberger offered the guests and visitors to speak on a non-agenda item with no one coming forward.

During the announcement section, the Council did not have any announcements to proclaim; however City Manager Ben White asked Fire Chief Kim Morris to come forward to inform the audience of the news regarding the ISO Rating. Chief Morris stated that a recent ISO audit reflected a rating of 3 which is a great testament to the Volunteer Fire Department, the Public Works and all parties involved to make this rating. The change will reflect a decrease of the insurance rates on homeowners insurance.

Item II) CONSENT AGENDA

Mayor Helmberger asked the Council if any items were needed to be pulled for discussion. Jim Foy requested Item H – Public Works Report be pulled. Billy Long motioned to approve all other items with the exception of Item H on the Consent Agenda with Russell Chandler 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: Jim Foy questioned the Street System section regarding the Main Street Bridge. City Manager Ben White indicated that this item will be discussed as an Agenda item later in the meeting. Jim Foy motioned to approve Item H with no changes or comments 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.

PUBLIC HEARING SECTION:

Mayor Helmberger called for an Executive Session in accordance with Section 551.071 of the Texas Government Code for consultation with the City Attorney. The Council went into Executive Session at 6:09pm.

Council returned to Regular Session at 6:27pm.

Item IV – A) 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

Mayor Helmberger opened the Public Hearing at 6:28pm and asked for anyone who was FOR the Specific Use Permit to come forward. Chris Ball, owner/operator of American Glory Game Room came forward addressing the Council. Mr. Ball stated that the Planning and Zoning Commission denied the SUP and he requests the Council reconsider their decision. Mr. Ball stated that he has addressed all the issues from Police Chief Sullivan regarding the ownership and licensing of the gaming machines. Mr. Ball also informed the Council that he donates weekly to the Farmersville Fire Department, has a toy drive to assist with the Angel Tree and gives back to the community. Mr. Ball expressed that the Police Department has come to his establishment on one occasion which was for an alarm, but not for disruptions or disorderly conduct or other police issues. As an addition to Mr. Ball's statement, he has also indicated that he has hired an ex-law enforcement person for security.

Mayor Helmberger asked for anyone OPPOSING the Specific Use Permit to come forward. With no one coming forth, Mayor Helmberger closed the Public Hearing at 6:31pm.

The Council now discussed the matter with Jim Foy stating he does not like game rooms and even though gambling is illegal in Texas, the gaming industry has found a way to get around the system by using the Fuzzy Bear Act which was designed for games located at Chuck E. Cheese. However, due to the lack of enforcement by the District Attorney's Office, the City must find a different way to handle these types of businesses. Therefore, Jim Foy motioned to approve the SUP for American Glory Game Room, specifically for Chris Ball for six (6) months. This will allow the City time to review the issues. Russell Chandler 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 IV – B) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A SPECIFIC USE PERMIT FOR JOKER'S WILD GAME ROOM LOCATED AT 812 MCKINNEY STREET, FARMERSVILLE

Mayor Helmberger opened the Public Hearing at 6:33:30pm and asked for anyone who was FOR the Specific Use Permit to come forward. Helen Sears, owner/operator of Joker's Wild Game Room came forward and stated her business is strictly for entertainment with snacks and cold drinks served to the customers. Kay Forder, residing at 311 S. Washington, stated she has worked at the Game Room for 6 years. Occasionally, the Game Room cooks for the customers on the weekends. Ms. Forder stated it is a friendly environment and would like to see the Game Room continue. Melanie Dugger, residing at 572 CR 699, stated the Game Room has been good for her to get out of the house and she has made friends at the Game Room. This establishment is worth keeping dollars spent in Farmersville.

Mayor Helmberger asked for anyone OPPOSING the Specific Use Permit to come forward. With no one coming forth, Mayor Helmberger closed the Public Hearing at 6:37pm.

Jim Foy stated he would like to make the same motion as with the previous Game Room to allow this establishment to continue for 6 months and the SUP be specifically for David Sears. Mr. Foy also stated his comments were meant as a general statement from the previous Game Room discussion. 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 IV – C) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A SPECIFIC USE PERMIT FOR PARADISE ISLE’S GAME ROOM LOCATED AT 1055 WEST AUDIE MURPHY PARKWAY, SUITE 103, FARMERSVILLE

Mayor Helmberger opened the Public Hearing at 6:38pm and asked for any who was FOR the Specific Use Permit to come forward. Don Dunavan, owner/operator of Paradise Isle’s Game Room came forward stating that he has been in business for 13 years. His employees, some of long standing, have been employed from Farmersville. When Mr. Dunavan first opened his Game Room he was allowed to operate for 6 months at a time. After a time when his Game Room proved to be in good standing, the permits were changed to yearly. Mr. Dunavan requested the Council give a continuance for another year to operate his business.

Mayor Helmberger asked for anyone OPPOSING the Specific Use Permit to come forward. With no one coming forth, Mayor Helmberger closed the Public Hearing at 6:39pm.

Jim Foy stated he would like to make the same motion as with the previous Game Rooms to allow this establishment to continue for 6 months and the SUP be specifically for Don Dunavan 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 IV – D) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A REQUEST FOR REPLAT IN THE ASTON ESTATES SUBDIVISION BY THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS CHURCH LOCATED AT 513 SYCAMORE WHICH IS AT THE CORNER OF JOUETTE AND SYCAMORE STREETS

Mayor Helmberger announced that there are minor issues with the replat to be presented for the Church of Jesus Christ of Latter Day Saints; however a Public Hearing will be opened for public comment. The Public Hearing was opened at 6:41pm with Mayor Helmberger asking for anyone FOR the replat to come forth. With no one coming forward, Mayor Helmberger asked for anyone OPPOSING the replat to come forth. With no one coming forward, Mayor Helmberger requested the Public Hearing be continued to February 12, 2013. The time was 6:41:30pm.

Item V – A) SECOND READING TO 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

City Manager Ben White recognized the second reading of the ordinance to amend the Master Fee Schedule which allows an electrical surcharge rate to be added to customer’s billing. Mr. White indicated the importance of this funding to our electrical system. Jim Foy motioned to approve the second reading of the ordinance as presented with Michael Carr seconding the motion. Jim Foy expressed concern for the public to be aware that the fee will be collected and used for the maintenance of the electrical system. A poll of the Council was taken as follows: Pansy Hundley yes, Michael Carr yes, Billy Long yes and Jim Foy yes. Motion passed with full Council approval.

(Note: This item was discussed out of order from the agenda due to public interests in other topics. Councilman Chandler left the meeting prior to this item being discussed.)

Item V – B) FIRST READING TO CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE REGARDING THE TEMPORARY DECREASE IN PRIMA FACIA SPEED LIMIT ALONG A DESIGNATED SECTION OF HIGHWAY 380 WHILE HIGHWAY 380 UNDERGOES CONSTRUCTION

City Manager Ben White informed the Council that he and the Police Chief reviewed the cause and effect of lowering the speed limit along Highway 380 during the construction and felt the safety factor made the decrease appropriate. During other phases of construction, Chief Sullivan reported 6 fatalities on Highway 380 during 2010, 3 of which were associated with the construction. TxDOT may require a speed study before increasing the speed limit after construction has been completed. By the City being proactive, the hope to deter potential accidents during construction is the goal. Also, TxDOT must submit this request to Austin for approval; that is why the last request for a decrease in speed limit took so long.

Mayor Helmberger stated he wanted the public to be aware that this area is not a speed trap and the speed decrease will only be during the construction period.

Jim Foy motioned to approve the ordinance as presented with Billy Long 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. Motion passed with full Council approval.

(Note: This item was discussed out of order from the agenda due to public interests in other topics. Councilman Chandler left the meeting prior to this item being discussed.)

Item VI – A) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION TO CALL AN ELECTION ON MAY 11, 2013 TO ELECT THREE COUNCIL POSITIONS, PLACE 1, PLACE 3 AND PLACE 5

A resolution was presented to the Council to call the General Election for May 11, 2013. Billy Long 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 and Jim Foy yes. Motion passed with full Council approval.

(Note: This item was discussed out of order from the agenda due to public interests in other topics. Councilman Chandler left the meeting prior to this item being discussed.)

Item VI – B) CONSIDER, DISCUSS AND ACT UPON A LETTER OF AGREEMENT FOR THE TEXAS MAIN STREET PROGRAM

Adah Leah Wolf, Main Street Manager, stated the Letter of Agreement presented is an annual agreement and is appropriated through Main Street. This is a highly recommended program that allows access to the Main Street architect, training, and a great amount of information regarding downtowns. Billy Long motioned to approve the agreement 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 and Jim Foy yes. Motion passed with full Council approval.

(Note: This item was discussed out of order from the agenda due to public interests in other topics. Councilman Chandler left the meeting prior to this item being discussed.)

ITEM VI – C) UPDATE ON COMPREHENSIVE PLAN

City Manager Ben White stated that the Plan was posted on the website and has had a few revisions, mostly typographical. For the next step, the Planning and Zoning Commission will hold a public hearing on January 24th and give recommendations for the Council who will meet on February 12th. The Council will have the first reading of an ordinance to adopt the Plan and final adoption is scheduled for February 26th. Mr. White encouraged everyone to read the

Plan in its entirety. Mayor Helmberger announced that the last Comprehensive Plan was completed in 1996. Mr. White stated he is already seeing benefits of this Plan. Collin County will be receiving a copy of the adopted Plan to help planning for County projections.

No action was taken by Council.

(Note: This item was discussed out of order from the agenda due to public interests in other topics. Councilman Chandler left the meeting prior to this item being discussed.)

ITEM VI – D) UPDATE ON THE ELECTRICAL SYSTEM

City Manager Ben White informed the Council that the electrical inventory is completed. An appraisal of the system is now underway. If any changes will impact the system model, adjustments will be made before presenting to the Council. Mayor Helmberger announced to the audience that the City of Farmersville owns the electric system and we must understand the capabilities and possibilities that owning this system could provide.

No action was taken by Council.

(Note: This item was discussed out of order from the agenda due to public interests in other topics. Councilman Chandler left the meeting prior to this item being discussed.)

ITEM VI – E) DETAILED UPDATE OF THE SIDEWALK GRANT

City Manager Ben White informed the Council of a plea made to the Texas Department of Agriculture to reinstate funding for lights to be installed on the square. Previously the Texas Department of Agriculture removed \$40,000 from the Sidewalk Grant on a technicality; however the funding has been reinstated. The old lights that will be replaced will be reutilized at the Bain-Honaker House. Mr. White indicated the sidewalks that were originally planned were under construction. Two of the sidewalks were terminated from the project to be converted to the lighting project downtown. One of the sidewalks that was terminated was along South Main in front of City Hall. Mr. Foy expressed concern that this sidewalk is raised. Mr. White indicated that in the future when this section of sidewalk is constructed, it will be at street level.

No action was taken by Council.

(Note: This item was discussed out of order from the agenda due to public interests in other topics. Councilman Chandler left the meeting prior to this item being discussed.)

ITEM VI – F) PRESENTATION REGARDING COLLIN COUNTY AREA REGIONAL TRANSIT (CCART) AND CONSIDER, DISCUSS AND ACT UPON AN INTERLOCAL AGREEMENT BETWEEN CCART AND THE CITY OF FARMERSVILLE FOR TRANSPORTATION SERVICES

Bill Whitfield and Julie Smith came before the Council as representatives for Collin County Committee on Aging's Area Transportation Board. Mr. Whitfield indicated that he is President of an up-and-coming board, presently, to help Collin County's Committee on Aging build on the needs of transportation. Presently, Farmersville has a driver that picks up patrons in this area and parks the vehicle at City Hall during off hours. The mission of the Collin County Rural and Small Urban Transit District is to take people where they need to go.

A transit board is necessary to help facilitate the direction of transit in Collin County. With population projections in Collin County being upwards of 2 million by 2045, we need to be prepared for needs that are present now and in the future. Public transit can be an economic tool that can be utilized by churches, hospitals, business and other needs of affordable transit. Mayor Helmberger requested the Council to take action in regard to the Interlocal Agreement by sending this document to the City Attorney for review. Once CCART has finalized the changes, the Agreement will be submitted to the Council for final approval. Billy Long made said motion 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 – G) CONSIDER, DISCUSS AND ACT UPON MAKING AN APPOINTMENT TO THE COLLIN COUNTY RURAL AND SMALL URBAN TRANSIT DISTRICT

Bill Whitfield, Chairman of the Collin County Rural and Small Urban Transit District, requested that Mayor Helmberger per appointed to this Board. Michael Carr motioned to approve the appointment of Mayor Helmberger to the Collin County Rural and Small Urban Transit District 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 – H) CONSIDER, DISCUSS AND ACT UPON INFORMATION PROVIDED REGARDING THE SEAWAY PIPELINE

Several representatives from Enterprise Products referencing the Seaway pipeline came before the Council. Mike Capello, representative of Morris P. Hebert, Inc., is responsible for regulatory permits, working in conjunction with Enterprise Products. Mr. Capello presented slides to show the existing pipeline location and the proposed pipeline location as it affects Farmersville and the surrounding areas. Mr. Capello informed the Council that the construction of this pipeline is 702 miles in length beginning in Cushing, Oklahoma and will end at Freeport, Texas. The new pipeline has had deviations from the existing line due to development and infrastructure needs that have changed for cities over the past several years. The existing pipeline has been in place for 30+ years. The only location where the pipeline will cross within the City Limits of Farmersville will be at CR 611 and State Highway 78 along the College property. A large effort has been expended to get out of the City's congested areas and be cognizant of North Texas Municipal Water District's pipeline that is being installed. Many of the property owners along the route are in various stages of negotiations. The route presented is preliminary; however construction is scheduled to start August 2013 and end February 2014. The City of Farmersville passed a Resolution in May of 2008 which Enterprise Products wished to address. Other representatives from Enterprise Products that spoke were Michael McLaughlin, David Buckles, Rick Rainey and Paul Goulesby.

A question from the Resolution was that Enbridge and Enterprise were repurposing the existing pipeline by reversing the flow, increasing the flow from 150,000 barrels per day of light crude to 400,000 barrels per day of mixed crude and diluted tar sands crude under dramatically higher pressure and increasing the flow further to 850,000 barrels per day by 2014. Seaway Crude Pipeline Company responded by stating the maximum operating pressure on the existing pipeline is limited to 700 psi, which is in accordance with the Department of Transportation requirements. The further response indicated that regardless of the type of crude oil being transported, the maximum operating pressure remains the same. It is true that there will be an increase in capacity from 150,000 barrels per day to 400,000 barrels per day in early 2013 due to lighter grades that can move faster than heavier grades at the same pressure. The increase also reflects the restart of existing pump stations and the addition of new pumping capacity at Cushing, Oklahoma. The new pipe will be designed with thicker pipe and will have the most advanced construction techniques. Mayor Helmberger questioned who determines the depth of the newly constructed pipeline? David Buckles came forward and stated the entity whose property is being involved makes those determinations, whether it be City, County or Texas Department of Transportation. City Manager stated the City will require a certain depth for the pipeline to cross within the City Limits.

Another question raised from the Resolution was the operating pressure on the Seaway Loop expansion pipeline. The maximum operating pressure on the proposed Seaway expansion pipeline is 1440 psi. The wall thickness of the proposed Seaway pipeline was expressed to be .429" with thickness at road crossings to be .618". The lines will be monitored remotely and can be closed remotely. Jim Foy reiterated that the Control Center in Houston is monitored 24/7/365 and the pressure is also monitored.

Jim Foy brought up the fact that Enbridge is involved with this pipeline. Rick Rainey informed the Council the Enbridge is 50% owner but not the operator. Enterprise Products will be the company who operates and maintains the pipeline. Enbridge is purely financial. Safety is priority one for the employees, the pipeline and the general public.

Jim Foy questioned the different products including tar sands crude which is highly toxic and has had reported spills in other areas of the country. Mr. Rainey stated Enterprise Products has a reported 5 gallon reported leak policy. Various products have been transported via the existing pipeline and Seaway realizes the spill factor. That is why Enterprise has their own policies and procedures in place such as reporting a leak/spill. The lighter crude is no more corrosive than what has already been piped through.

David Buckles explained that Venezuelan oil is piped through these same pipelines as well. Jim Foy stated he understood that Venezuelan oil is refined first and then pumped through which is not equivalent to the same products being described and is very misleading. Jim Foy also stated there are currently no standards for tar sands crude. The Seaway pipeline representatives all stated that Seaway uses their own internal standards and use the American Standard for Testing and Materials (ASTM) to protect their lines. Jim Foy expressed concerns that the Federal Government does have a study involved now to have standards for this type of material being transported throughout the United States.

There was also a question of corrosive monitoring including the monitoring of benzene. Mr. Buckles stated that monitoring is in place to protect the pipeline, the environment and the employees. Procedures are in affect to respond to issues regarding any leaks/spills. Per Mike McLaughlin, Seaway Pipeline works directly with local responders as well and has for the past 35 years that the existing pipeline has been in existence. Emergency Responders are invited to an annual meeting to learn about pipeline safety. Excavators are also invited for safe digging around the pipeline area. Mr. McLaughlin stated the cities and other entities were mailed a disc with their Safety Plan. Federal code requires all communication within 1/8 mile of the pipeline be disseminated to property owners. Enterprise exceeds the stakeholder outreach to communicate annually and to reach out to 1/4 mile on either side of the pipeline. Mr. McLaughlin stated that all calls are answered have a quick response time, while general questions have a response time of within 48 hours to include holidays and weekends. Enterprise has a website that allows any stakeholder to review data regarding the pipeline within 1 mile of the address and it also includes the type of product funneled through the pipeline. A copy of the encroachment guidelines is also provided for any project near the pipeline and right-of-way.

Jim Foy asked about a lawsuit that is being processed where a line had been hit due to non-properly marked areas. Mr. McLaughlin stated this issue is not to be discussed as it is in litigation.

Mayor Helmberger stated that there is not one piece of property that is more important than all of the properties. A facility is being affected which is very important to our City. There is great interest around the routing which would have a huge impact on the future of Farmersville. Per Mike Capello, the route is preliminary. The designed route was based on

other peoples projects and allowing room for negotiations. The route is not locked in. Mayor Helmberger exclaimed that Farmersville Parkway Phase 3 will have conflict on County Road 611 and asked if relocation is possible. Mr. Capello stated relocation is possible unless there are definite physical challenges which would prohibit the change.

Typically for streets, a bore is done and depth will be according to design specifications as well as requirements by TxDOT, Cities or other entities.

Jim Foy stated he has two major concerns: first, the safety of Farmersville citizens. Currently construction is slated to begin in August 2013. The National Science Foundation is trying to provide standards for pipelines. The second major concern is the safety of the pipe where tar sands crude is not pushed through. Mr. Foy expressed he hopes the construction and pumping of crude will wait until the standards are published.

David Buckles stated that another safety factor used by Enterprise Products is corrosion inhibitors. Mr. Buckles stated he shares Mr. Foy's concerns is is also concerned for the safety of their employees. Mr. Buckles added that corrosion inhibitors are used as another safety factor. When the pipe is joined together, it is fused with an epoxy coating. Mr. Buckles again shared the concerns of Mr. Foy and others. A spill can be very sobering but again Enterprise is very interested for the safety and welfare of the employees and the public. Drug and alcohol testing is also performed for all operators and contractors, even if outside vendors are used. As long as the highest possible standards are used, it lessens the dependency on our good friends across the ocean for crude.

Pansy Hundley questioned the safety of the old pipe in regards to the greater amount of pressure to be used. The maximum pressure allowed will be 700 psi which is for the old and new pipe. Pressures are set by the Federal Department of Transportation. The wall thickness is checked every 5 years and the calculations are compared to previous measurements. Many other monitoring tools are used as well including a cathodic protection measure which checks corrosion using electricity. No action was taken by Council.

ITEM VI – I) UPDATE REGARDING TXDOT US HIGHWAY 380 PHASE 3 PROJECT

City Manager Ben White informed the Council that the Highway 380 project has ramped up. The closure of Main Street Bridge has been the main topic between City officials and TxDOT. TxDOT will be building a railroad track across Highway 380 and when operational will be destroying the old one. Per the schedule, the first railroad bridge is due for completion June 2013. The second railroad bridge which is the main track is scheduled to be complete February 2014. The eastbound lane of Highway 380 will be under construction from December 2013 thru July 2014. The westbound lane will be then constructed from July 2014 through October 2014. A meeting has been scheduled to discuss the Main Street Bridge on January 16.

Judy Brandon, residing on the South side of town, stated crossing Highway 380 is very dangerous as is; not having the bridge will be very dangerous to cross. All parties are concerned of the safety factor and hope to have a better resolution after this next meeting with TxDOT. The railroad bridges will be first, so Mayor Helmberger hopes to have the time to get this problem resolved. Michael Carr questioned if Orange Street would be an alternative. City Manager Ben White indicated the County would be making the upgrades in approximately one year but will work with the County to move forward with this project to help with the flow of traffic.

No action was taken by the Council.

(Note: This item was discussed out of order from the agenda due to public interests in other topics. Councilman Chandler left the meeting prior to this item being discussed.)

ITEM VI – J) CONSIDER, DISCUSS AND ACT UPON CURRENT CITY REGULATIONS REGARDING HOME BUSINESSES

Mayor Helmberger asked this item to be discussed and asked City Attorney Alan Lathrom to elaborate on the topic. Per Mr. Lathrom, the City presently has provisions and restrictions in place regarding home businesses. A home business does not employ additional people, does not advertise with signage on the property, does not use equipment other than what is customary in a household, no obnoxious noise or other conditions and not having a separate entrance for that occupational use. Mayor Helmberger stated he has been informed of three homes where retail sales are occurring. It was suggested Code Enforcement should be encouraged to reinforce the current regulations. If this topic were to be researched, Planning and Zoning Commission would have to hold public hearings for a change in the ordinance then recommended to Council for final approval. Pansy Hundley motioned to send this item to the Planning and Zoning Commission to research and make recommendations. The motion died for a lack of a second. Council concurred to leave the current regulations as is and encourage Code Enforcement to reinforce those regulations. No further action was taken by Council.

(Note: This item was discussed out of order from the agenda due to public interests in other topics. Councilman Chandler left the meeting prior to this item being discussed.)

ITEM VI – K) CONSIDER, DISCUSS AND ACT UPON THE PORTION OF THE SIGN ORDINANCE AS IT RELATES TO DIGITAL SIGNAGE

Jim Foy requested this item be discussed as the sign ordinance is out of date regarding the digital signage that is available today. The current sign ordinance requires that the electronic display be static for a minimum of 2 hours and not scroll, fade, blink, flash, or travel within the two hour time line. Several digital signs within the city are out of compliance according to the current ordinance. The current sign ordinance also prohibits a digital sign in front of City Hall. Jim Foy motioned to send this item for research and modifications to Planning and Zoning Commission with Billy Long 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. Motion passed with full Council approval.

(Note: This item was discussed out of order from the agenda due to public interests in other topics. Councilman Chandler left the meeting prior to this item being discussed.)

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

Jim Foy stated he would like a discussion regarding soil conditions of delinting property at the corner of Buckskin and Summit Street on the North East corner.

No one else requested items for future agendas.

ITEM VIII) ADJOURNMENT

Council adjourned at 8:21pm.

APPROVED

Joseph E. Helmberger, P.E., Mayor

ATTEST

Edie Sims, City Secretary

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
JANUARY 22, 2013

The Farmersville City Council met in a regularly called session on January 22, 2013 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Joe Helmberger, Pansy Hundley, Billy Long, Russell Chandler and Jim Foy. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris 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. Councilman Billy Long offered the invocation with Mayor Helmberger leading the audience in the Pledge of Allegiance to the American Flag.

Mayor Helmberger offered the guests and visitors to speak on a non-agenda item with no one coming forward.

No announcements were made by the Council.

Item II – A) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE REGARDING THE TEMPORARY DECREASE IN PRIMA FACIA SPEED LIMIT ALONG A DESIGNATED SECTION OF HIGHWAY 380 WHILE HIGHWAY 380 UNDERGOES CONSTRUCTION

Mayor Helmberger announced that Council approved the first reading to decrease the speed limit along Highway 380 while under construction at the last Council meeting. With no discussion, Russell Chandler motioned to approve the ordinance at second reading with Billy Long seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Mayor Helmberger stated that the information will be forwarded to TxDOT for their process. The 35 mph requested speed limit may not be an option, but could be lowered to 40 mph.

Item II – B) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND/CHANGE THE REGULATIONS FOR THE USE OF THE CHAPARRAL TRAIL

Mayor Helmberger announced the changes presented are to fit the current use of the trail. City Manager Ben White reviewed each of the proposed changes to include: allowing equestrian activity on both the improved and unimproved surfaces of the trail; opening the hours of use to 24/7 and kept the restrictive use regarding hunting which is unlawful on the Chaparral Trail; allowing cooking and camping through a permit with the City of Farmersville; and removed the specific areas to park and restated that parking is allowed in designated areas. These changes would be productive to the upcoming uses along the Chaparral Trail and include expansions for uses and parking in the future.

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

Item III – A) CONSIDER, DISCUSS AND ACT UPON AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AREA REGIONAL TRANSIT (CCART)

City Manager Ben White stated that the Interlocal Agreement had been reviewed by our City Attorney. Minimal changes were then submitted to the CCART Board for review and the CCART Board agreed to the changes submitted. Mayor Helmberger noted that if the burden becomes unbearable for the City, there is an option to opt out of the program. Mayor Helmberger will be representing the City of Farmersville on the transit board. Mayor Helmberger recommended the Council move forward with the Interlocal Agreement with CCART. Russell Chandler motioned to approve the Interlocal Agreement with Jim Foy seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item III – B) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION TO CONTINUE PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE AND AUTHORIZING PAYMENT TO FUND REGULATORY AND RELATED ACTIVITIES BY PAYING \$.05 PER CAPITA

Council was informed that the presented resolution is an annual participation with the Atmos Cities Steering Committee who facilitates issues between Atmos and the cities. The fee of \$165.05 is a good value for the services we receive. Jim Foy motioned to approve the resolution as presented with Billy Long seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item III – C) UPDATE ON THE HIGHWAY 380 IMPROVEMENT PROJECT BY TXDOT

City Manager Ben White informed the Council that he met with TxDOT last week trying to use all efforts to keep the Main Street Bridge open during construction. The closure period has been reduced from 9 months to 5 months; however the bridge will be completely closed during the bridge construction. Alternative paths will be afforded for travel to include Orange Street, Rike Street, Hamilton Street, Mimosa Street, and Beene Street.

Mayor Helmberger stated the traffic control plan had to be redrawn but is doable. The intersections will be completed first to all 100% cross traffic before the bridge is removed. The ramps that oppose each other will be kept open as much as possible and the medians will be taken out on Highway 380 for easier crossing capabilities. TxDOT is working with the City as much as possible and the City is working to minimize issues. Mayor Helmberger also announced that TxDOT will be making repairs on the ramps next week due to the poor condition of the surfacing.

Item III – D) UPDATE ON THE ELECTRICAL SYSTEM

City Manager Ben White indicated that big changes have occurred with the electrical system since the last report. Ninety percent of the capital improvement program is complete and will be having recommendations to the Council very shortly. The appraisal activity is 15% complete with the inventory being 100% complete. March 2013 is the deadline to have all the data surrounding the system completed with recommendations to go forward.

Sharyland is expected to give their annual report of the electric system review on February 12, 2013. The electric surcharge rate of \$.005 per kilowatt-hour which was approved by Council has been fully implemented.

Jim Foy stated he would like Sharyland to include in their annual report a review of wholesale power and clarify the PCRF calculation. Mr. White stated he will request an expert to discuss the PCRF.

Item III – E) UPDATE ON THE CHAPARRAL TRAIL PROJECT

Eddy Daniel and Cory Higgins, representatives for Daniel and Brown, Inc., came before the Council to show the most recent sign design of the Chaparral Trail. A Chaparral, otherwise known as a Roadrunner, has been added to the sign as the name sake of the Trail.

Challenges that have slowed the progress of the Trail project include holidays, inclement weather and issues with the decomposed granite. The contractor had to go back and screen the granite and add stabilizer to give a firmer compaction. The latest challenge has been an equipment supplier. The clearing of the trees looks good and the City will not be out any funds other than expected. Even though this item will be discussed during another agenda item, Mr. Daniel recommended adding days for the Change Order to February 13-15 to allow time for completion of the project. If rain delays the project more, then another Change Order will be brought back to the Council. The project is planned to be completed by late winter or early spring.

Northeast Texas Trail Coalition will be holding their monthly meeting in Farmersville which will include a complete tour of the Chaparral Trail. The Coalition has heard that Farmersville has a lot of work completed on the Trail and that it is used extensively.

Advertising for Phase II of the Trail project will be included for approximately 6,000' in length to improve the trail surface. Phase II is being funded by the Collin County Open Space Grant with a 50% match provided by the Farmersville Community Development Corporation.

Phase III of the Trail project will be provided through TxDOT Enhancement Reimbursement Program which will finish the trail to the Collin/Hunt County Line. Phase III will also include land acquisition and other amenities to improve the Chaparral Trail overall.

Mayor Helmberger stated Farmersville's progress has become a model for the remainder of the trail which will end in New Boston, Texas. Mileage markers are critical and will be included with the project along with park benches and good signage.

Jim Foy questioned if the maintenance of the existing surface would be covered through the grant funds with the answer being no. Any repairs to the existing surface must be funded through the City. Mayor Helmberger stated the City may want to consider making repairs in the future with decomposed granite. Cory Higgins stated he has noticed an increase in use even during construction. Mayor Helmberger stated he would like to see larger trees identified along the trail.

Item III – F) CONSIDER, DISCUSS AND APPROVE A CHANGE ORDER ON PHASE 1 OF THE CHAPARRAL TRAIL PROJECT

City Manager Ben White stated that staff recommends the increase of time for the Chaparral Trail project to extend to February 13th or 15th. In the previous agenda item, signage was discussed. These signs are upgraded from the originally planned signs; however the signs meet our Sign Ordinance and are consistent with those used throughout the City. The footage of the Trail, approximately 600', has been reduced to allow the changes needed for the signage. The sign standards are very high and will enhance the look and value of the Trail. The original trail sign was on a pole but has been adapted to meet the new sign standards. Signage will be installed at the Trail Head, both County Road crossings and a monument at FM 2194. The original signs were pole signs, but the changes have brought the signage to current sign standards. Billy Long motioned to approve with Jim Foy seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item III – G) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION FOR ITEMS TO BE SOLD EITHER INDIVIDUALLY OR AT AUCTION

A resolution was presented to the Council to sell a list of items from the Police Department, Fire Department and Public Works Department. Billy Long motioned to approve the Resolution as presented with Russell Chandler seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item III – H) CONSIDER, DISCUSS AND ACT UPON TIRZ BOARD APPOINTMENTS

Mayor Helmberger is presently the Chairman for the TIRZ Board and has requested his renewal of the same position until December 30, 2013. This position is to be renewed by December 30th of each year. Jim Foy motioned to appoint Mayor Helmberger as TIRZ Board chairman with Billy Long seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM III – I) CONSIDER, DISCUSS AND ACT UPON OPTIONS RELATED TO THE MAIN STREET GRANT LIGHTING SYSTEM

City Manager Ben White stated that this project is under the gun to spend the grant funds within the allotted time. In November, the Council agreed to fund the lighting project due to funding issues with the Main Street Grant. After reconsidering the project, the Main Street Grant has re-issued \$40,000, however the project must be completed by February 24th. In the meantime, Mr. White has had the circuit breaker panel repaired which will be very beneficial for this project.

Mr. White offered three options in order to move forward with this lighting project.

- 1) Use grant funds with no additional City funds and leave the budget amendment dated November 2012 as is. By using this option, rewiring of the median light poles and gazebo on McKinney Street would be accomplished; 10 double light poles would be replaced on the McKinney Street median; and 9 single light poles would be replaced to the south of town on Main Street.
- 2) Use grant funds and supplement with \$12,000 of City provided funds. By using this option, McKinney Street median light poles and the gazebo would be rewired; 10 double light poles would be replaced on the McKinney Street median; and 18 single light poles would be replaced along Main Street. A budget amendment would be required to adjust the original budget amendment from \$45,000 to \$33,000.
- 3) Use grant funds and supplement with \$26,000 of City provided funds. By using this option, McKinney Street median light poles and the gazebo would be rewired; 10 double light poles would be replaced on the McKinney Street median; 18 single light poles would be replaced along Main Street; and all the light poles in the downtown north and south parking lots (11 single light poles) would be replaced. A budget amendment would be required to adjust the original budget amendment from \$45,000 to \$19,000.

Mr. White recommended Option # 2 which will provide the best value. Jim Foy motioned to approve Option # 2 with Pansy Hundley seconding the motion. A poll of the Council was taken as follows: Pansy Hundley yes, Billy Long yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval. A budget amendment will be prepared for the next Council meeting to conclude this topic.

ITEM III – J) CONSIDER, DISCUSS AND ACT UPON A RIFLE PURCHASE PROGRAM FOR THE FARMERSVILLE POLICE DEPARTMENT

Police Chief Mike Sullivan spoke on behalf of this topic to inform the Council that there is a need for police officers to have rifles in their possession while on duty. With costs and budgets being prohibitive, Police Departments cannot afford to buy rifles for every officer. There are tactics involved that each officer must train and be certified prior to carrying said weapon. This program is of great concern as rifles are plentiful to suspects and officers should be equally armed. Presently Chief Sullivan and one other officer have the qualifications to use rifles.

Chief Sullivan proposed the City fund \$4,500 to purchase rifles through the State's bid pricing available to the City. Each officer will reimburse the City through payroll deductions and have the purchase completely reimbursed no later than September 30th. City Manager Ben White indicated he would prefer a policy in place along with the budget amendment. Mr. White also requested our auditor be informed and confirm the policy and procedures.

The rifles purchased will be owned by the officer. Each officer will have the rifle custom made to fit his/her personal needs, but the rifle itself will be a standardized type that would be available to any citizen making a similar purchase. Jim Foy stated he wanted to see the Police Department be better equipped and armed; however he was concerned of the individual officers having ownership of the rifles. Mr. Foy questioned why the City doesn't have city owned rifles since the City provides guns, uniforms and other equipment. Chief Sullivan expressed the funding requirements are not available and the Rifle Program makes sense for an officer to be geared properly for the job required. Chief Sullivan stated that each weapon is not utilized by all and must be specifically set to each individual. The rifle will be a standard AR-15, even a citizen could purchase this same firearm. Chief Sullivan added that he is not interested nor will allow a specialized rifle such as SWAT Teams use; however the rifle will be adapted to police modifications.

Consensus of the Council was to move forward and produce a policy along with the budget amendment at the next Council meeting.

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

No one requested items for future agendas.

ITEM VIII) ADJOURNMENT

Council adjourned at 7:20:37pm.

APPROVED

Joseph E. Helmberger, P.E., Mayor

ATTEST

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: CONSENT AGENDA - City Financial Reports

(II - B)

City of Farmersville
Investment and Budget Report

December 2012

Prepared by: Daphne Hamlin

SUMMARY OF CASH BALANCES DECEMBER 2012

ACCOUNT: FNB (0815)

	Restricted	Assigned	Account Balance
Clearing Accounts			
General Fund	\$	13,228.62	
Refuse Fund	\$	40,833.85	
Water/Wastewater Fund	\$	25,979.92	
Electric Fund	\$	(71,629.13)	
SRO Support ISD	\$ 20,797.50		
CC Child Safety	\$ 9,995.44		
Law Enf. Training	\$ 643.61		
Debt Service Revenue Payment(66.67%, \$228K)	\$ 99,214.52		
2012 Bond	\$ (5,641.63)		
Disbursement Fund	\$ (80,192.12)		
Library Donation Fund	\$ 1,633.76		
Court Tech/Sec	\$ 18,772.51		
Grants	\$ (28,858.91)		
2006 C/O	\$ (361.70)		
CC Bond Farmersville Parkway	\$ 183,485.86		
CC Bond Floyd	\$ (49,667.75)		
Equipment Replacement	\$ 84,239.34		
TOTAL:	\$ 254,060.43	\$ 8,413.26	\$ 262,473.69
Debt Service Accounts			
County Tax Deposit (FNB 0807)(Debt Service)	\$ 233,282.64		
Debt Service Reserve (Texpool 0014) (2 months rsv)	\$ 107,642.19		
TOTAL:	\$ 340,924.83		\$ 340,924.83

Appropriated Surplus Investment Accounts			
Customer meter deposits (Texpool 0008)	\$ 107,434.02		
2005 C/O (Texstar 5750)	\$ 4,116.69		
2012 G/O Bond Fire Truck (Texstar 5750)	\$ 248,638.91		
2012 G/O Bond, streets, water, wastewater (Texstar 0120)	\$ 1,476,839.50	-	
TOTAL:	\$ 1,837,029.12	\$ -	\$ 1,837,029.12

Unassigned Surplus Investment Accounts(future allocation)			
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day)	\$ 593,236.00	\$ 307,382.34	
Park Improvement (Texpool 0002)	\$ 10,000.00		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 351,805.00		
Water/WW Fund (Texpool 0003)(Capital)	\$ 646,946.75		
Elec. Fund (Texpool 0005) (Operating)	\$ 50,000.00		
Elec. Fund (Texpool 0005)(Capital)	\$ 11,253.51		
Elec. Surcharge (Texpool xxxx)			
TOTAL:	\$ 1,663,241.26	\$ 307,382.34	\$ 1,970,623.60

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

Page 1 of 2 \$ 4,567,661.69 \$ 315,795.60 \$ 4,883,457.29
2/8/2013

SUMMARY OF CASH BALANCES DECEMBER 2012

FEDC 4A Board Investment & Checking Account				
FEDC 4A Checking Account(Independent Bank 3124)	\$	124,603.11		
FEDC 4A Investment Account (Texpool 0001)	\$	366,300.17		
FEDC 4A Certificate of Deposit (Independent Bank)	\$	250,000.00		
TOTAL:	\$	740,903.28	\$	- \$ 740,903.28

FCDC 4B Board Investment & Checking Account				
FCDC 4B Checking Account (Independent Bank 3035)	\$	77,800.38		
FCDC 4B Investment Account (Texpool 0001)	\$	84,761.97		
TOTAL:	\$	162,562.35	\$	- \$ 162,562.35

TIRZ Account				
County Tax Deposits (FNB 0815)				
TOTAL:	\$	-	\$	- \$ -

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

SUMMARY OF ACTIVITY
INVESTMENT ACCOUNTS
CITY OF FARMERSVILLE

Account Location:	MONTH ENDING DECEMBER 2012			
	C/O TAX DEPOSITS Texpool (0014)	C/O REV RESERVE Texpool (0007)	CUST DEPOSITS Texpool (0008)	WATER TOWER RES. Texpool (0006)
Beginning Market Value for reporting period	107,628.43	6,618.51	107,420.29	4,486.04
FNB INTEREST				
Changes in Market Value:				
Deposits			<u>Restricted</u>	
Withdrawals				
Interest Earned	13.76	0.92	13.73	0.62
Ending Market Value for Period	107,642.19	6,619.43	107,434.02	4,486.66

Account Location:	TEXSTAR 2005 C/O Texstar (5750)			2012 Bond GF Fire Truck Texstar (1110)		GENERAL FND. RES. Texpool (0004)		REFUSE FUND RES. Texpool (0009)	
				<u>Restricted</u>		<u>Restricted</u>		<u>Restricted</u>	
Beginning Market Value for reporting period	4,116.08	248,603.75	900,513.45	75,246.84					
Changes in Market Value:									
Deposits									
Withdrawals									
Interest Earned	0.61	35.16	(Cash Dividend)						
Ending Market Value for period	4,116.69	248,638.91	900,513.45	75,246.84					

Account Location:	Parks Improvement Texpool (0002)		Electric Fund Res. Texpool (0005)		Water Fund Res. Texpool (0003)		2012 Bond Texstar (0120)	
	<u>Restricted</u>						<u>Restricted</u>	
Beginning Market Value for reporting period	2,145.34	179,506.24	802,002.98	1,476,630.75				
Changes to Market Value:								
Deposits								
Withdrawals								
Interest Earned	0.31	CASH DIVIDEND	102.35	208.75				
Ending Market Value for period	2,145.65	179,506.24	802,105.33	1,476,839.50				

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 portions of the law.

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 requirement:


Daphne Hamlin, City Investment Officer

Collateralization of Bank Deposits @ December 31st, 2012

Pledged Securities	Deposit Amount	FDIC	Needed Market Value Collateral Pledged
(1) FNB Interst & Sinking (0807)	\$ 233,283 \$	250,000	
(2) FNB Operating Account (0815)	\$ 358,122 \$	250,000 \$	108,122
(3) FNB Money Market (092)	\$ 172,479 \$	250,000	
(3) Certificate of Deposit	\$ - \$	- \$	-
(3) Certificate of Deposit	\$ - \$	- \$	-
Total:	\$ 763,884 \$	750,000 \$	108,122
			Needed Pledged per Bank

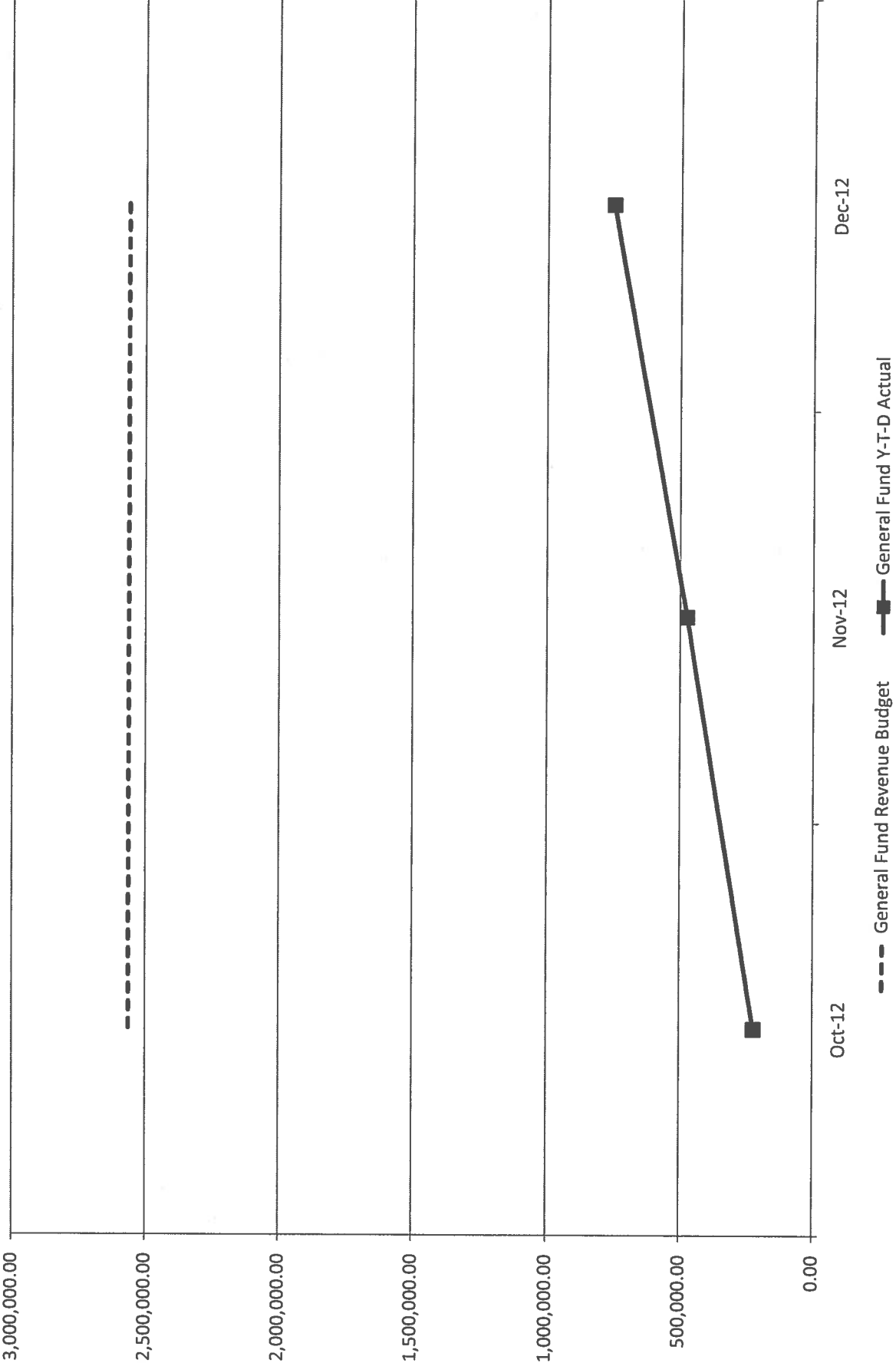
Summary of Pledge Securities:

(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 Progress

Budget Year 10/2012 thru 9/2013



CURRENT FISCAL YEAR							
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE							
PROPERTY TAX	714,483	143,529		218,378	-	496,105	30.56%
SALES TAX	329,501	27,354		83,709	-	245,792	25.40%
FRANCHISE FEES	63,097	902		36,268	-	26,829	57.48%
LICENSES/ PERMITS	34,150	254		5,194	-	28,956	15.21%
MUNICIPAL CT FINES	95,000	3,411		26,374	-	68,626	27.76%
4B SUPPORT/ REIMB	59,340	-		59,207	-	133	99.78%
FIRE RUN PAYMENTS	109,500	20		22,055	-	87,445	20.14%
LEASES/ RENTALS	42,968	2,239		10,665	-	32,303	24.82%
MISCELLANEOUS INCOME	42,000	10,517		21,622	-	20,378	51.48%
INTEREST	1,000	150		459	-	541	45.90%
TRANSFERS IN	1,069,935	89,160		267,483	-	802,452	25.00%
TOTAL REVENUE	2,560,974	277,536		751,414	-	1,809,560	29.34%
EXPENDITURES (BY DEPARTMENT)							
CITY COUNCIL	23,915	3,277		6,311	-	17,604	26.39%
ADMINISTRATION	488,087	33,237		107,290		380,797	21.98%
MUNICIPAL COURT	105,800	6,491		25,865		79,935	24.45%
LIBRARY	161,094	8,802		42,790		118,304	26.56%
CIVIC CENTER	12,250	871		2,466		9,784	20.13%
POLICE	832,955	54,949		220,858		612,097	26.51%
FIRE	267,430	39,708		76,951		190,479	28.77%
STREET DEPT	327,284	25,980		66,845		260,439	20.42%
PUBLIC WORKS BUILDING	111,233	10,317		37,711		73,522	33.90%
PARKS DEPT	249,302	14,121		49,939		199,363	20.03%
DEBT SERVICE (LEASES)	76,469			59,495		16,974	77.80%
TRANSFERS OUT	11,700					11,700	0.00%
TOTAL EXPENDITURES	2,667,519	197,753		696,521	-	1,970,998	26.11%
NET REVENUES OVER (UNDER)							
EXPENDITURES	(106,545)	79,783		54,893		(161,438)	

MONTHLY BUDGET REPORT

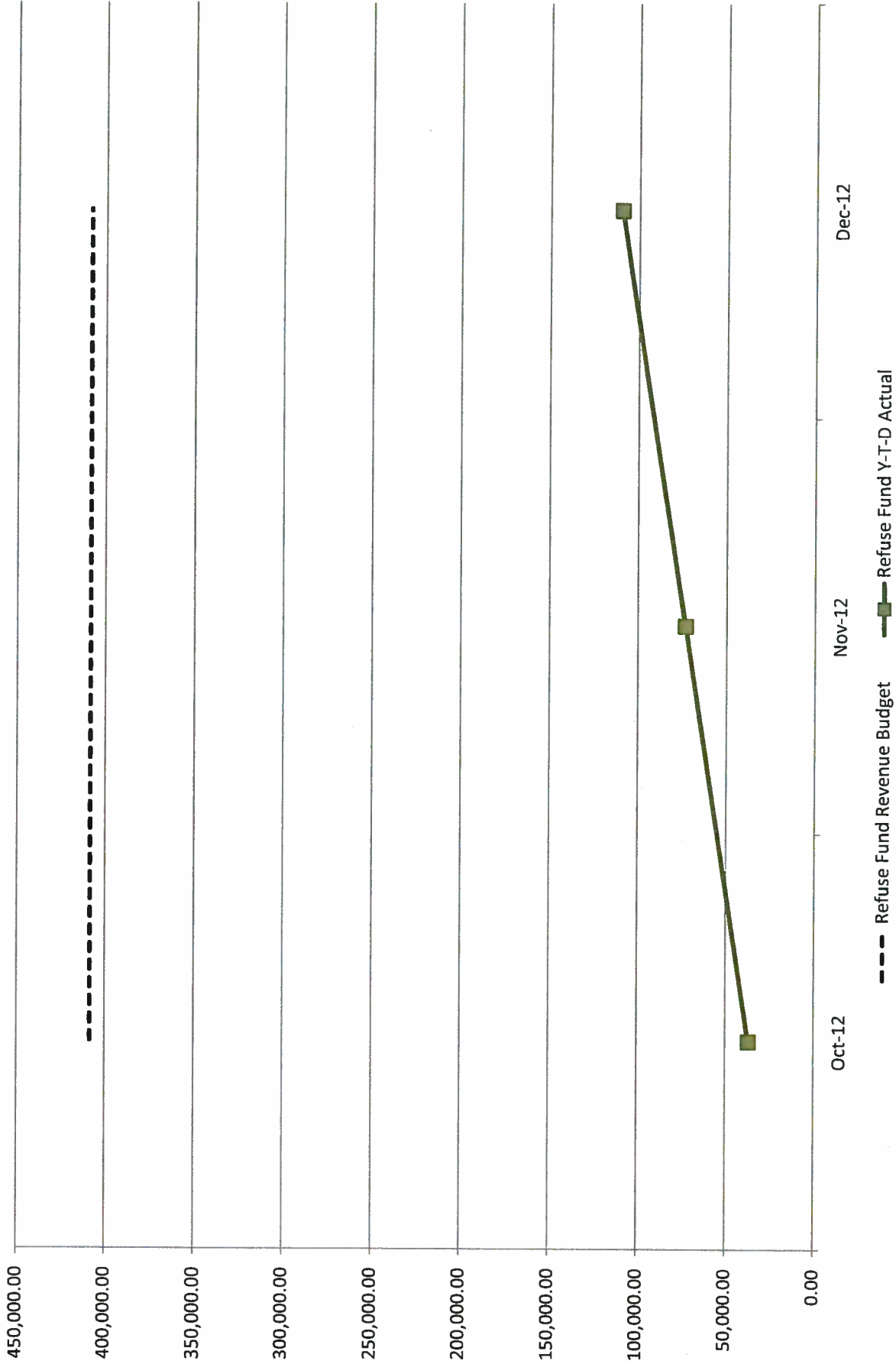
DECEMBER 2012 (3/12 MONTHS OR 25% OF FISCAL YEAR)

INTEREST & SINKING FUND

	CURRENT FISCAL YEAR				
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	BUDGET BALANCE
REVENUE					% OF BUDGET
PROPERTY TAX	328,335	66,657	100,987		227,348
BOND PROCEEDS			6,038		(6,038)
INTEREST	600	56	147		453
TRANSFERS IN					-
TOTAL REVENUE	328,935	66,713	107,172		221,763
					32.58%
EXPENDITURES (BY DEPARTMENT)					
DEBT SERVICE PRINCIPAL	186,250	-	-		186,250
DEBT SERVICE INTEREST	137,780		-		137,780
PAYING AGENT FEES			-		-
TOTAL EXPENDITURES	324,030	-	-		324,030
					0.00%
NET REVENUES OVER (UNDER)					
EXPENDITURES	4,905	66,713		107,172	

Refuse Fund Revenue Progress

Budget Year 10/2012 thru 9/2013



MONTHLY BUDGET REPORT

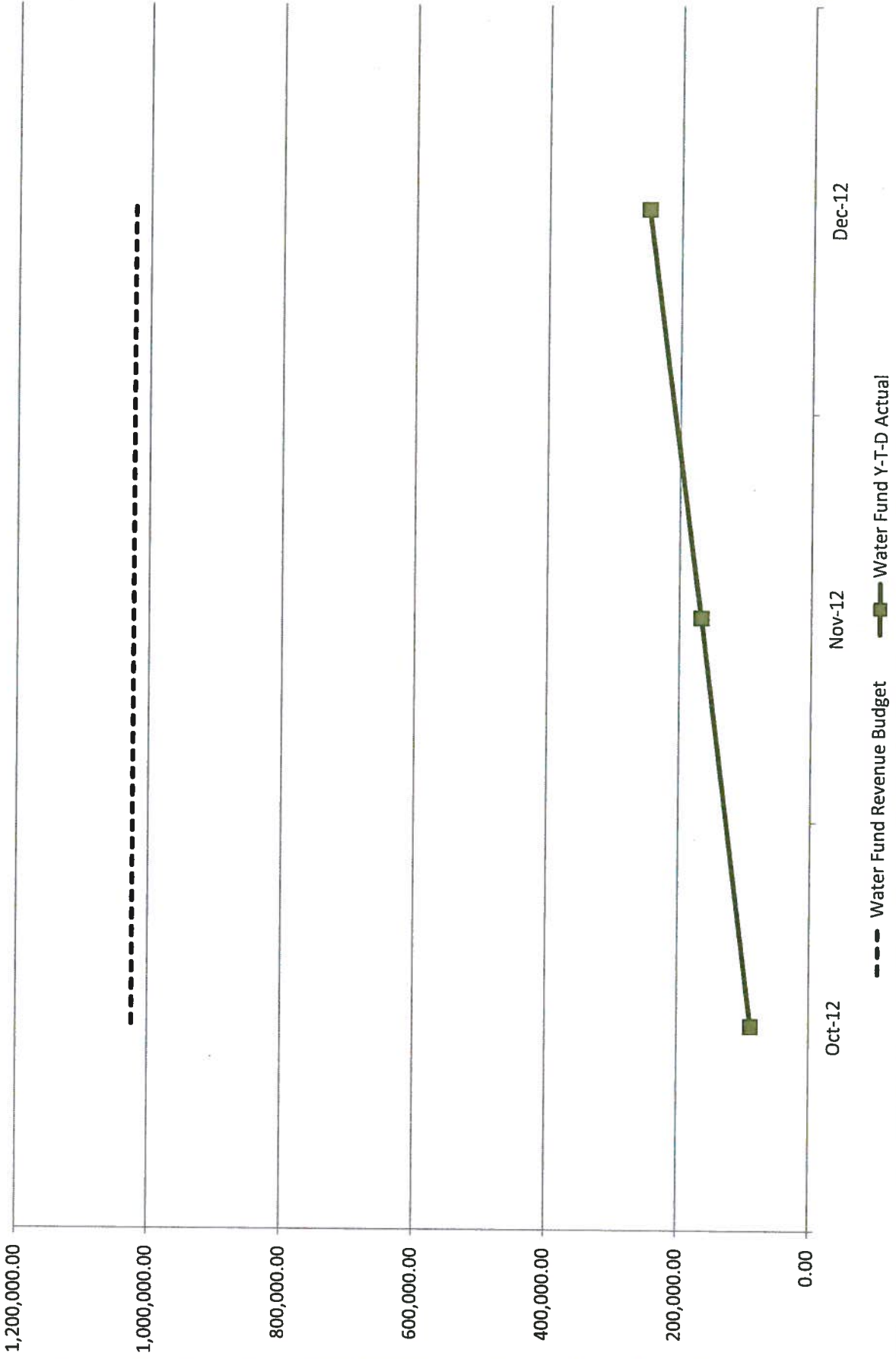
DECEMBER 2012 (3/12 MONTHS OR 25% OF FISCAL YEAR)

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	19,766		59,449		166,017
COMMERCIAL COLLECTION	170,290	15,601		46,930		123,360
BRUSH COLLECTION	1,000	50		300		700
PENALTIES	6,396	519		1,688		4,708
RECYCLING	4,956	402		1,204		3,752
INTEREST	125	10		30		95
TOTAL REVENUE	408,233	36,348		109,601		298,632
						26.85%
EXPENSES						
PERSONNEL	-	-		-		0.00%
PROFESSIONAL SERVICES	-	-		-		0.00%
MAINTENANCE	-	-		-		0.00%
OPERATING EXPENSES	326,603	27,344		54,841		271,762
ADMIN SUPPORT	6,455	538		1,614		4,841
SUPPLIES	75					75
MISCELLANEOUS	-	-		-		0.00%
CAPITAL OUTLAY	-	-		-		0.00%
TRANSFERS OUT	75,100	6,258		18,774		56,326
TOTAL EXPENDITURES	408,233	34,140		75,229		333,004
						18.43%
NET REVENUES OVER (UNDER) EXPENSES	-	2,208		34,372		(34,372)

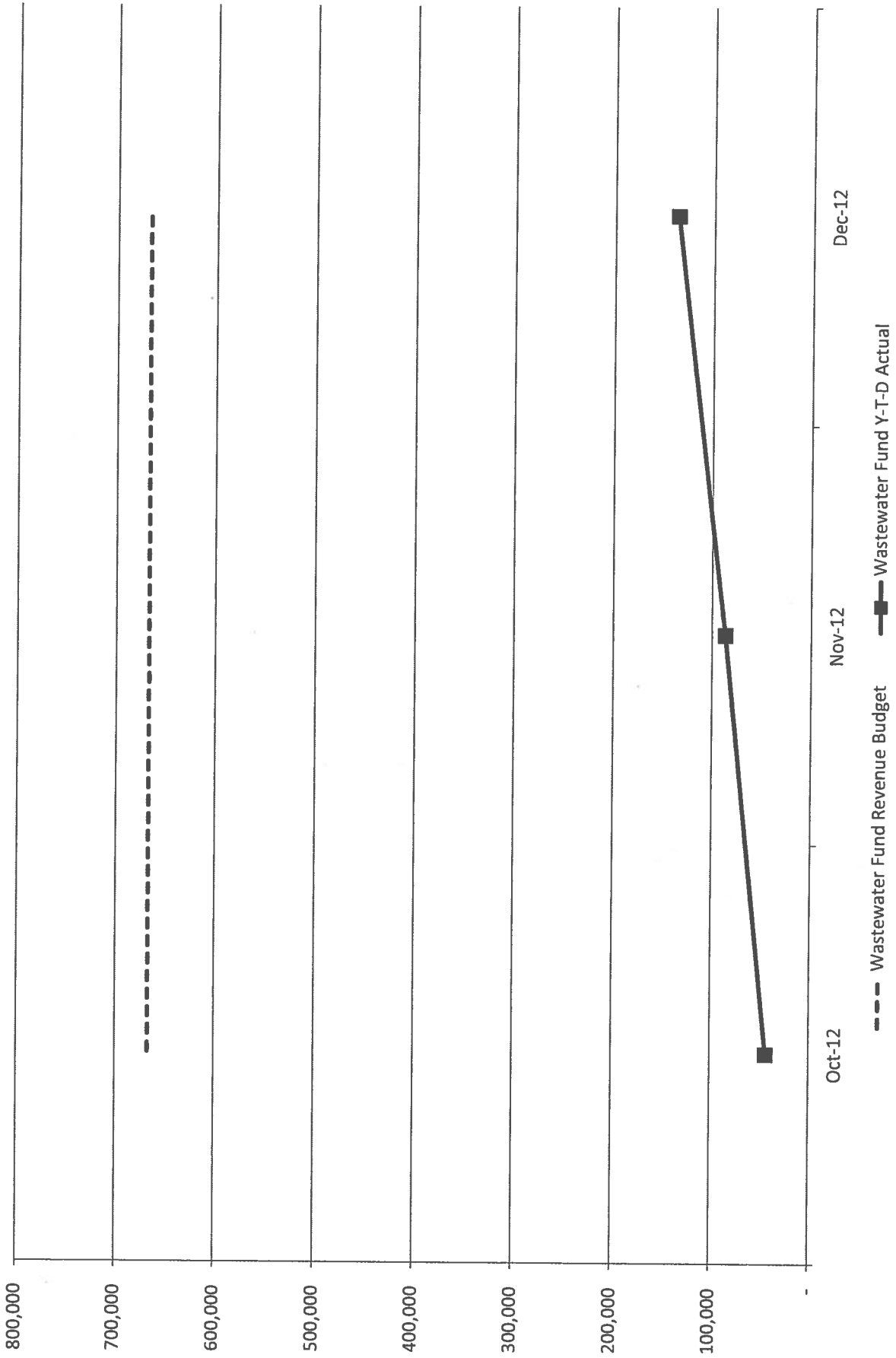
Water Fund Revenue Progress

Budget Year 10/2012 thru 9/2013



Wastewater Fund Revenue Progress

Budget Year 10/2012 thru 9/2013



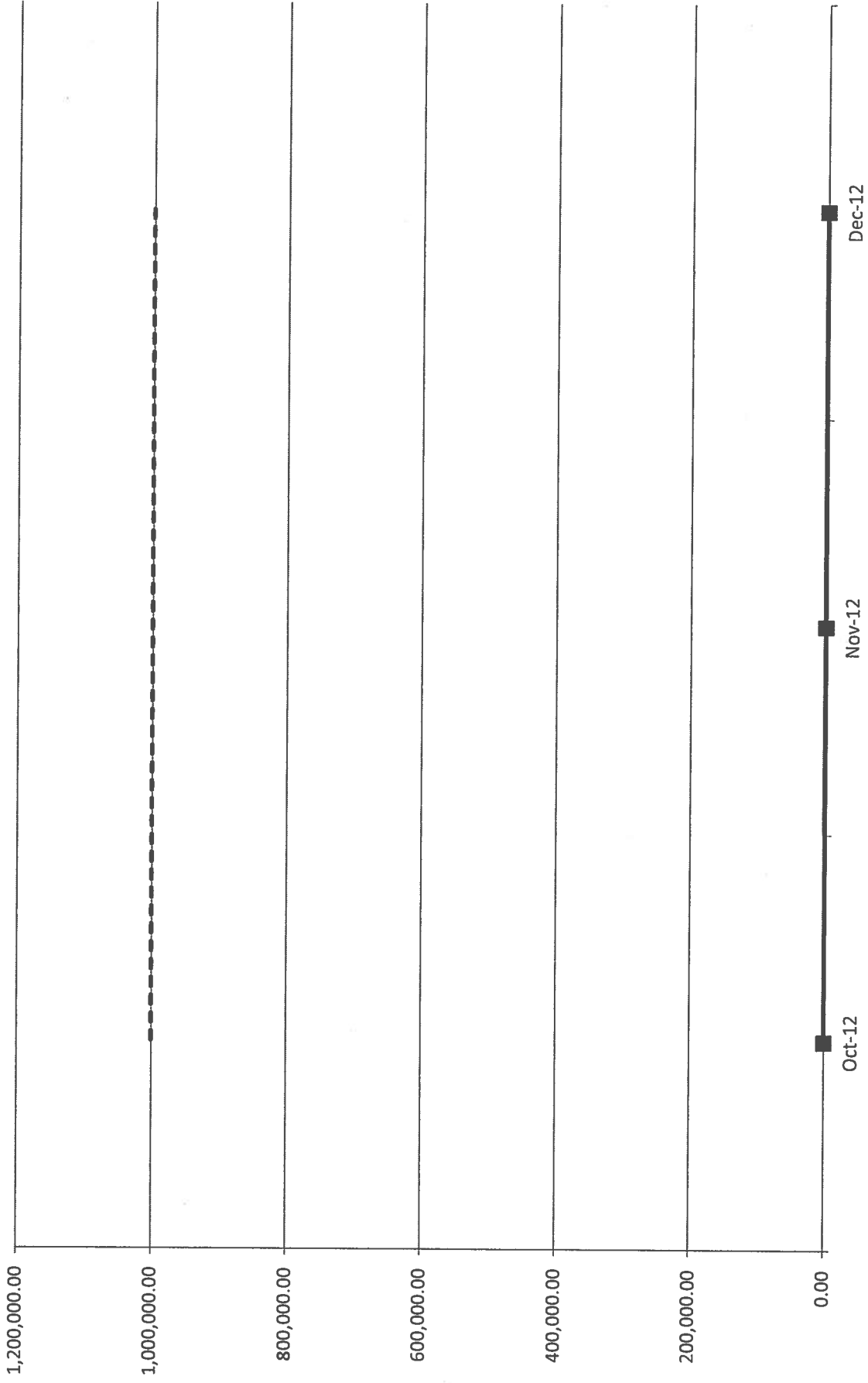
WATER & WASTEWATER UTILITY FUND

WATER EXPENSES

SUPPLIES	479,598	39,732	114,290	365,308	23.83%
MISCELLANEOUS	4,200	-	1,200	3,000	28.57%
CAPITAL OUTLAY	-	-	-	-	0.00%
EQUIPMENT TRANSFER	-	-	-	-	-
TRANSFERS OUT	121,874	10,156	30,468	91,406	25.00%
TOTAL WATER EXPENSES	1,024,480	92,211	293,369	731,111	28.64%
WASTEWATER EXPENSES					
PERSONNEL	139,812	197	7,429	132,383	5.31%
PROFESSIONAL SERVICES	2,000	225	2,191	(191)	109.55%
MISCELLANEOUS	14,000	-	-	(5,356)	-
MAINTENANCE	248,630	18,088	75,772	172,858	30.48%
OPERATING EXPENSES	-	-	-	-	-
SUPPLIES	-	-	-	-	-
UTILITIES	8,166	519	1,492	6,674	18.27%
DEBT SERVICE	109,700	-	-	109,700	0.00%
CAPITAL OUTLAY	-	-	-	-	-
EQUIPMENT TRANSFER	-	-	-	-	-
TRANSFERS OUT	144,601	12,050	36,150	108,451	25.00%
TOTAL WASTEWATER EXPENSES	666,909	31,079	123,034	524,519	18.45%
TOTAL ALL EXPENSES	1,691,389	123,290	416,403	1,255,630	24.62%
NET REVENUES OVER (UNDER) EXPENSES					
	-	8,309	(30,683)	781,150	-

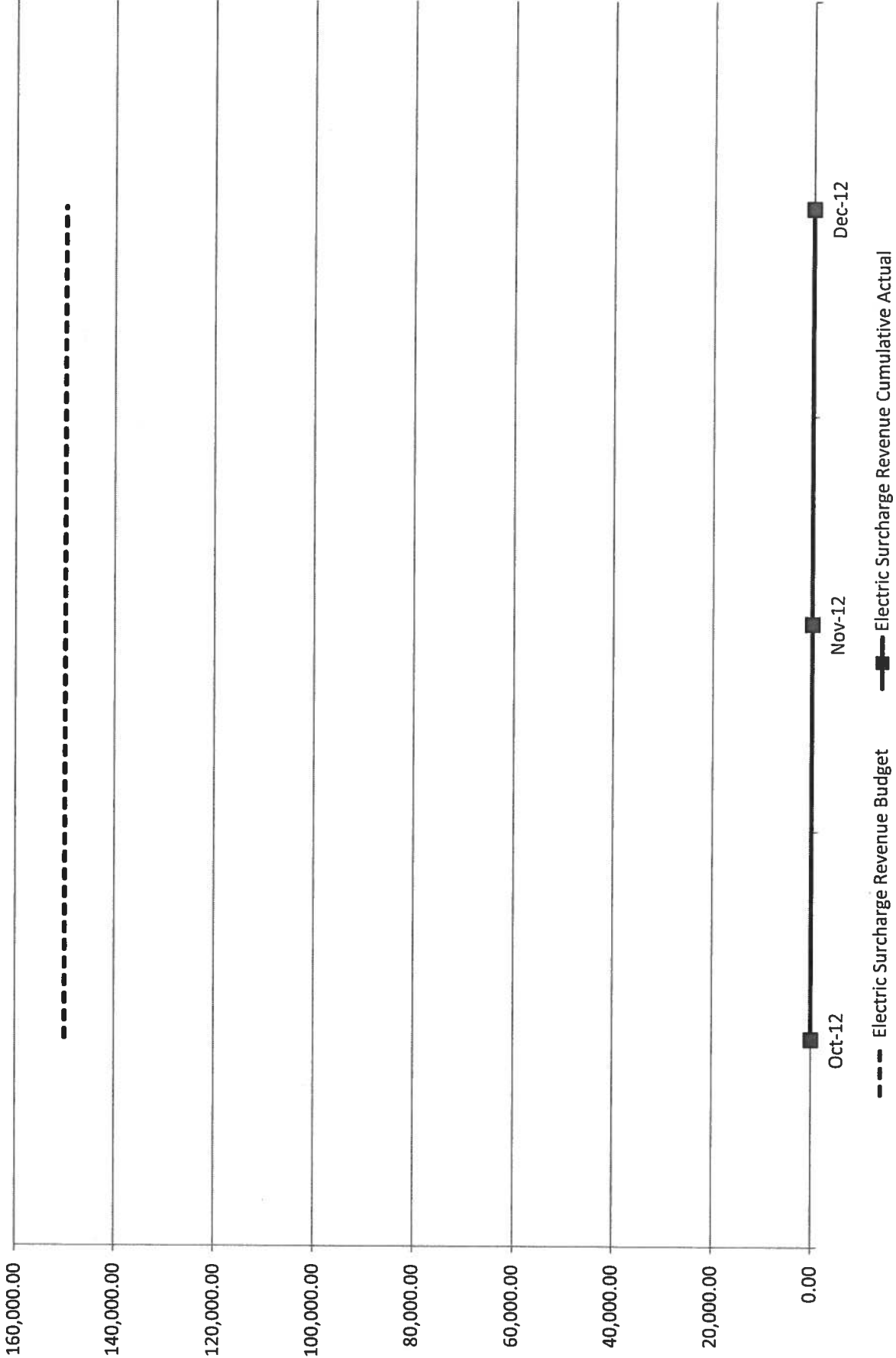
Electric Fund Revenue Progress

Budget Year 10/2012 thru 9/2013



Electric Fund Surcharge Revenue Progress

Budget Year 10/2012 thru 9/2013



MONTHLY BUDGET REPORT

DECEMBER 2012 (3/12 MONTHS OR 25% OF FISCAL YEAR)

ELECTRIC UTILITY FUND

	CURRENT FISCAL YEAR						% OF BUDGET
	CURRENT BUDGET	CURRENT MONTH	Y-T-D		ENCUMBRAN	BUDGET BALANCE	
			Y-T-D	ACTUAL			
REVENUE							
MANAGEMENT AGREEMENT SURCHARGE	850,000	-	-	-	-	850,000	0.00%
MISC INTEREST	250	-	-	-	-	-	-
TRANSFER IN	150,000	23	71	71	-	179	28.40%
TOTAL REVENUE	1,000,250	23	71	71	-	1,000,179	0.01%
EXPENSES							
PERSONNEL SERVICES	16,200	2,108	8,514	8,514	-	7,686	52.56%
PROFESSIONAL SERVICES	105,000	5,968	6,287	6,287	-	98,713	5.99%
MAINTENANCE						-	-
OPERATING EXPENSES						-	0.00%
UTILITIES						-	0.00%
MISCELLANEOUS	25,000	1,294	1,294	1,294	-	23,706	0.00%
EQUIPMENT TRANSFER						-	-
CAPITAL OUTLAY	150,000					150,000	0.00%
TRANSFERS OUT	704,050	58,670	176,012	176,012	-	528,038	25.00%
TOTAL EXPENSES	1,000,250	68,040	192,107	192,107	-	808,143	19.21%
NET REVENUES OVER (UNDER) EXPENSES							
	-	(68,017)	(192,036)	(192,036)	-	192,036	

48 -EQUIPMENT REPLACEMENT
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL REVENUES	2,000	0.00	0.00	0.00	2,000.00	0.00
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
CAPITAL EXPENDITURES	7,500	0.00	8,191.80	0.00	(691.80)	109.22
TOTAL 12-ADMINISTRATION	7,500	0.00	8,191.80	0.00	(691.80)	109.22
21-POLICE DEPT.						
CAPITAL EXPENDITURES	51,700	27,366.00	27,366.00	0.00	24,334.00	52.93
TOTAL 21-POLICE DEPT.	51,700	27,366.00	27,366.00	0.00	24,334.00	52.93
22-FIRE DEPT.						
CAPITAL EXPENDITURES	10,500	0.00	0.00	0.00	10,500.00	0.00
TOTAL 22-FIRE DEPT.	10,500	0.00	0.00	0.00	10,500.00	0.00
31-STREET						
CAPITAL EXPENDITURES	35,000	1,552.55	34,806.86	0.00	193.14	99.45
TOTAL 31-STREET	35,000	1,552.55	34,806.86	0.00	193.14	99.45
35-WATER DEPT.						
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00	0.00
36-WASTEWATER SYSTEM						
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 36-WASTEWATER SYSTEM	0	0.00	0.00	0.00	0.00	0.00
37-ELECTRIC DEPT.						
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 37-ELECTRIC DEPT.	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	104,700	28,918.55	70,364.66	0.00	34,335.34	67.21
REVENUE OVER/(UNDER) EXPENDITURES	(102,700)	(28,918.55)	(70,364.66)	0.00	(32,335.34)	68.51

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2012

48 -EQUIPMENT REPLACEMENT

% OF YEAR COMPLETED: 25.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
48.00.5912 TRF FROM GF ADMIN	0	0.00	0.00	0.00	0.00	0.00
48.00.5915 TRF FROM GF LIBRARY	0	0.00	0.00	0.00	0.00	0.00
48.00.5921 TRF FROM GF POLICE	2,000	0.00	0.00	0.00	2,000.00	0.00
48.00.5922 TRF FROM GF FIRE	0	0.00	0.00	0.00	0.00	0.00
48.00.5931 TRF FROM GF PARK/STREETS	0	0.00	0.00	0.00	0.00	0.00
48.00.5932 TRF FROM SANITATION	0	0.00	0.00	0.00	0.00	0.00
48.00.5935 TRF FROM WATER	0	0.00	0.00	0.00	0.00	0.00
48.00.5936 TRF FROM SEWER	0	0.00	0.00	0.00	0.00	0.00
48.00.5937 TRF FROM ELECTRIC	0	0.00	0.00	0.00	0.00	0.00
48.00.5991 TRANSFER IN OTHER FUNDS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL REVENUE	2,000	0.00	0.00	0.00	2,000.00	0.00

48 -EQUIPMENT REPLACEMENT

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
12-ADMINISTRATION						
CAPITAL EXPENDITURES						
48.12.6833 INFO TECH EQUIPMENT	7,500	0.00	8,191.80	0.00 (	691.80)	109.22
TOTAL CAPITAL EXPENDITURES	7,500	0.00	8,191.80	0.00 (	691.80)	109.22
TOTAL 12-ADMINISTRATION	7,500	0.00	8,191.80	0.00 (	691.80)	109.22
21-POLICE DEPT.						
CAPITAL EXPENDITURES						
48.21.6832 PATROL VEHICLES	43,000	27,366.00	27,366.00	0.00	15,634.00	63.64
48.21.6833 INFO TECH EQUIPMENT	5,000	0.00	0.00	0.00	5,000.00	0.00
48.21.6834 PORTABLE RADIOS	3,700	0.00	0.00	0.00	3,700.00	0.00
TOTAL CAPITAL EXPENDITURES	51,700	27,366.00	27,366.00	0.00	24,334.00	52.93
TOTAL 21-POLICE DEPT.	51,700	27,366.00	27,366.00	0.00	24,334.00	52.93
22-FIRE DEPT.						
CAPITAL EXPENDITURES						
48.22.6835 FIRE EQUIPMENT	10,500	0.00	0.00	0.00	10,500.00	0.00
TOTAL CAPITAL EXPENDITURES	10,500	0.00	0.00	0.00	10,500.00	0.00
TOTAL 22-FIRE DEPT.	10,500	0.00	0.00	0.00	10,500.00	0.00
31-STREET						
CAPITAL EXPENDITURES						
48.31.6833 INFO TECH EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
48.31.6835 PUBLIC WORKS EQUIPMENT	35,000	1,552.55	34,806.86	0.00	193.14	99.45
TOTAL CAPITAL EXPENDITURES	35,000	1,552.55	34,806.86	0.00	193.14	99.45
TOTAL 31-STREET	35,000	1,552.55	34,806.86	0.00	193.14	99.45

48 -EQUIPMENT REPLACEMENT

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
35-WATER DEPT.						
CAPITAL EXPENDITURES						
48.35.6833 INFO TECH EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00	0.00
36-WASTEWATER SYSTEM						
CAPITAL EXPENDITURES						
48.36.6833 INFO TECH EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 36-WASTEWATER SYSTEM	0	0.00	0.00	0.00	0.00	0.00
37-ELECTRIC DEPT.						
CAPITAL EXPENDITURES						
48.37.6833 INFO TECH EQUIPMENT	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 37-ELECTRIC DEPT.	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	104,700	28,918.55	70,364.66	0.00	34,335.34	67.21
REVENUE OVER/(UNDER) EXPENDITURES	(102,700) (	28,918.55) (	70,364.66)	0.00 (	32,335.34)	68.51



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
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 January-13

Total Calls For Service: **316**

Tier 1 Crimes

Robbery: **0**
Assault: **5**
Theft: **6**
Burglary: **3**
Motor Vehicle Theft: **0**

Tier 2 Crimes

Forgery: **3**
Fraud: **0**
Criminal Mischief: **0**
Weapons: **0**
DWI: **1**
Public Intoxication: **1**
Disorderly Conduct: **2**
Drugs: **1**

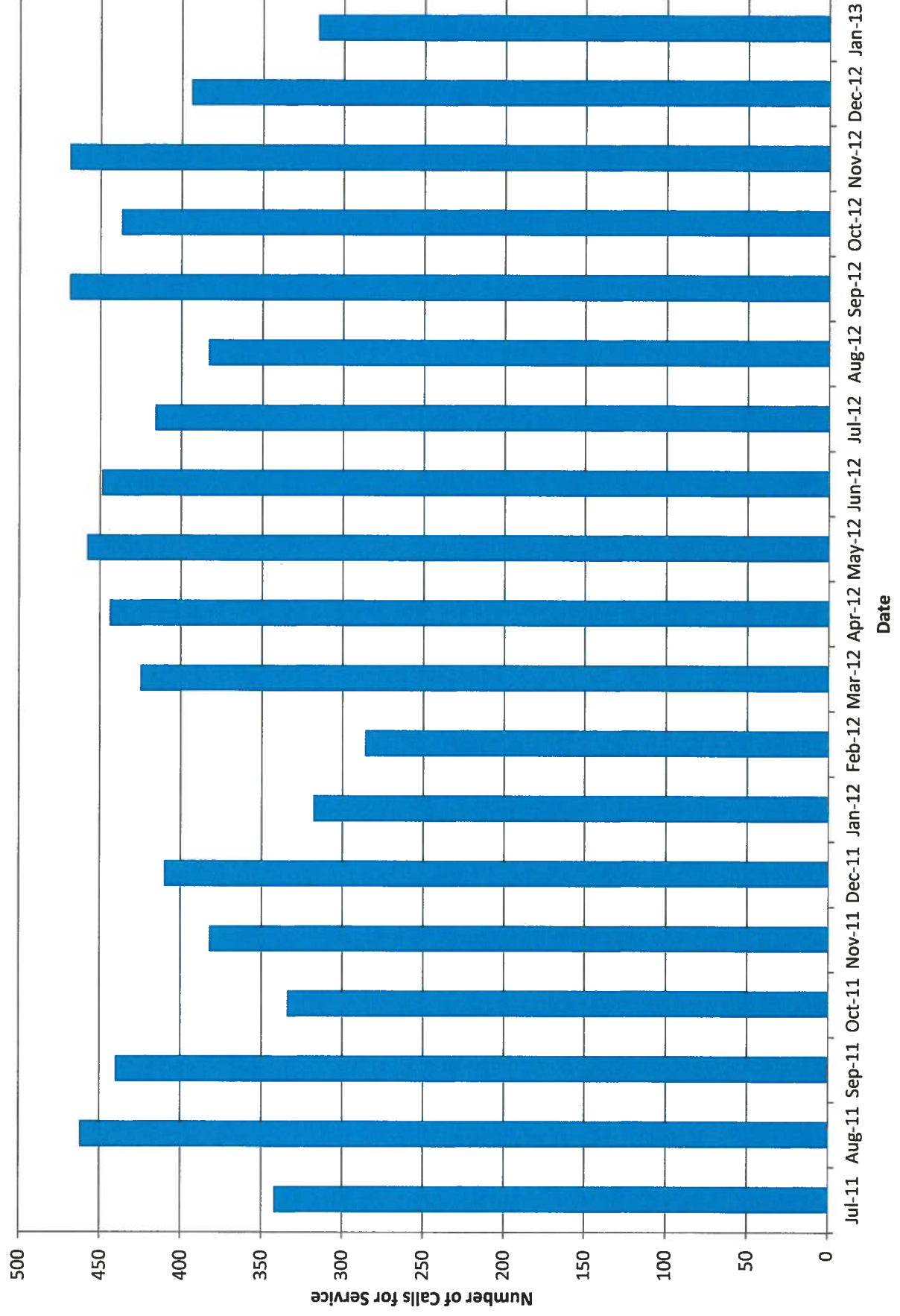
Miscellaneous

Traffic Stops: **97**
Citations: **47 (69 violations)**
Alarms: **5**
Major Accidents: **2**
Minor Accidents: **4**
Agency Assist: **34**

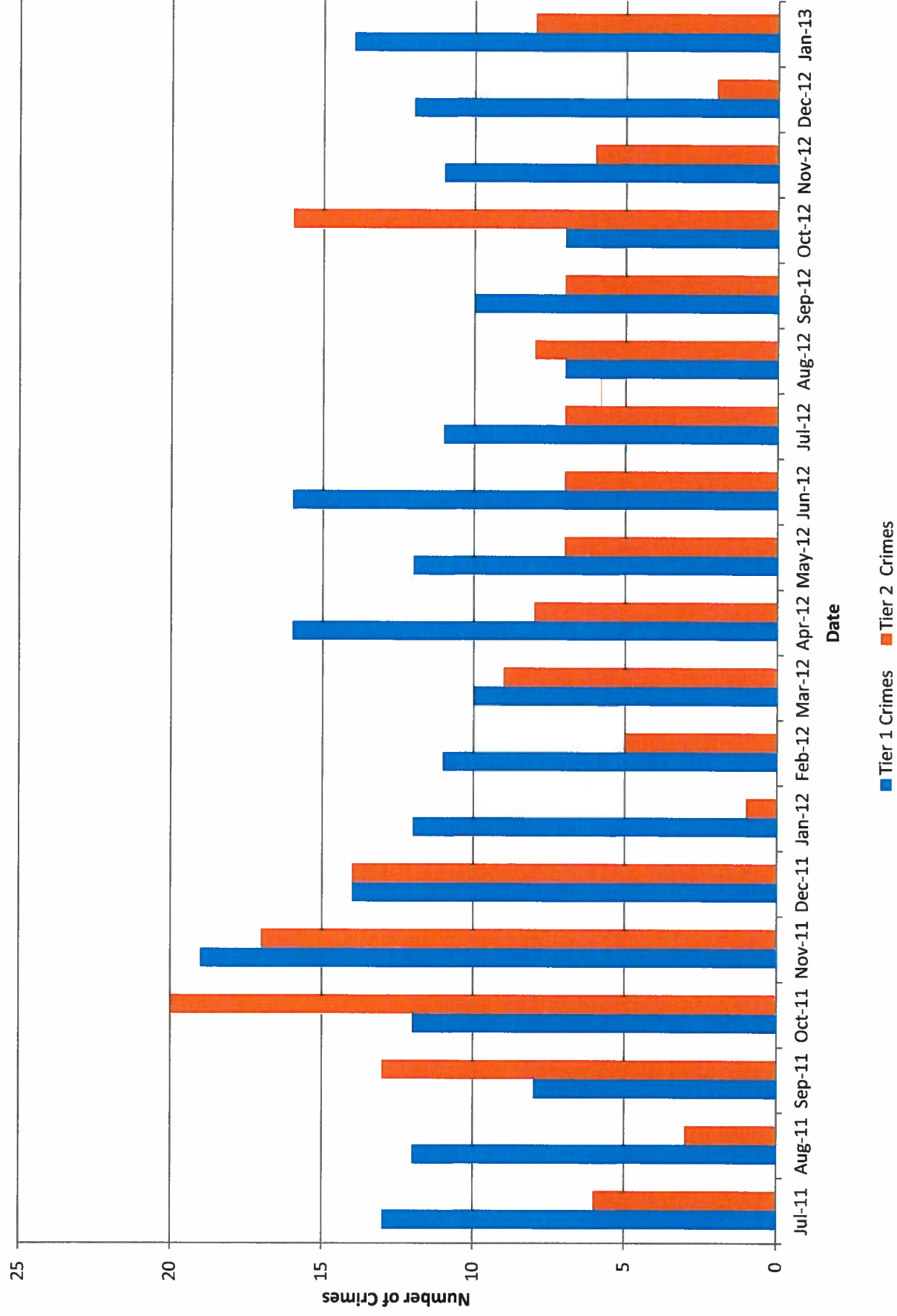
Cases filed with the District Attorney's Office:

Felony: **12**
Misdemeanor: **10**
Exceptionally Cleared: **3**

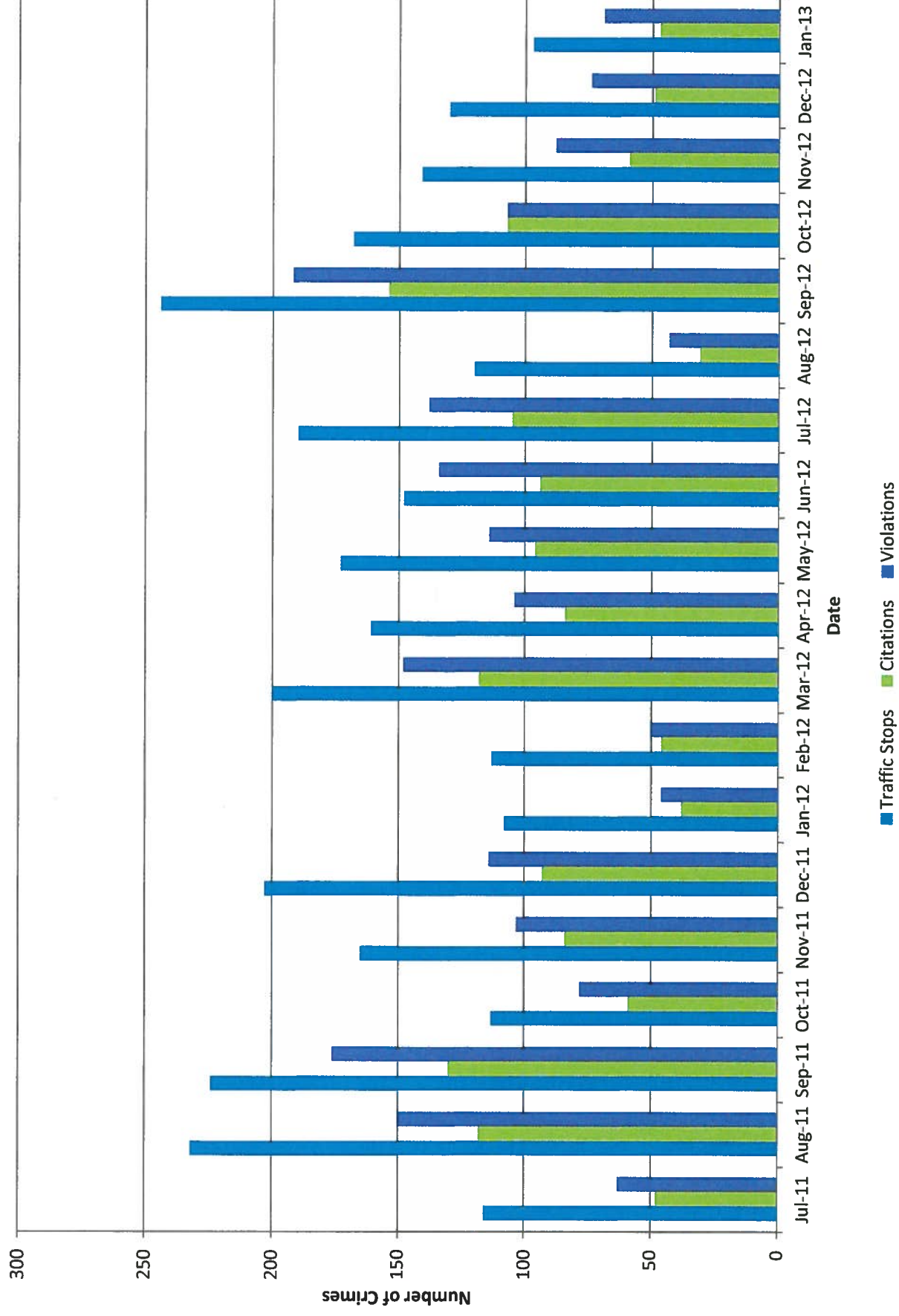
Police Department Calls for Service



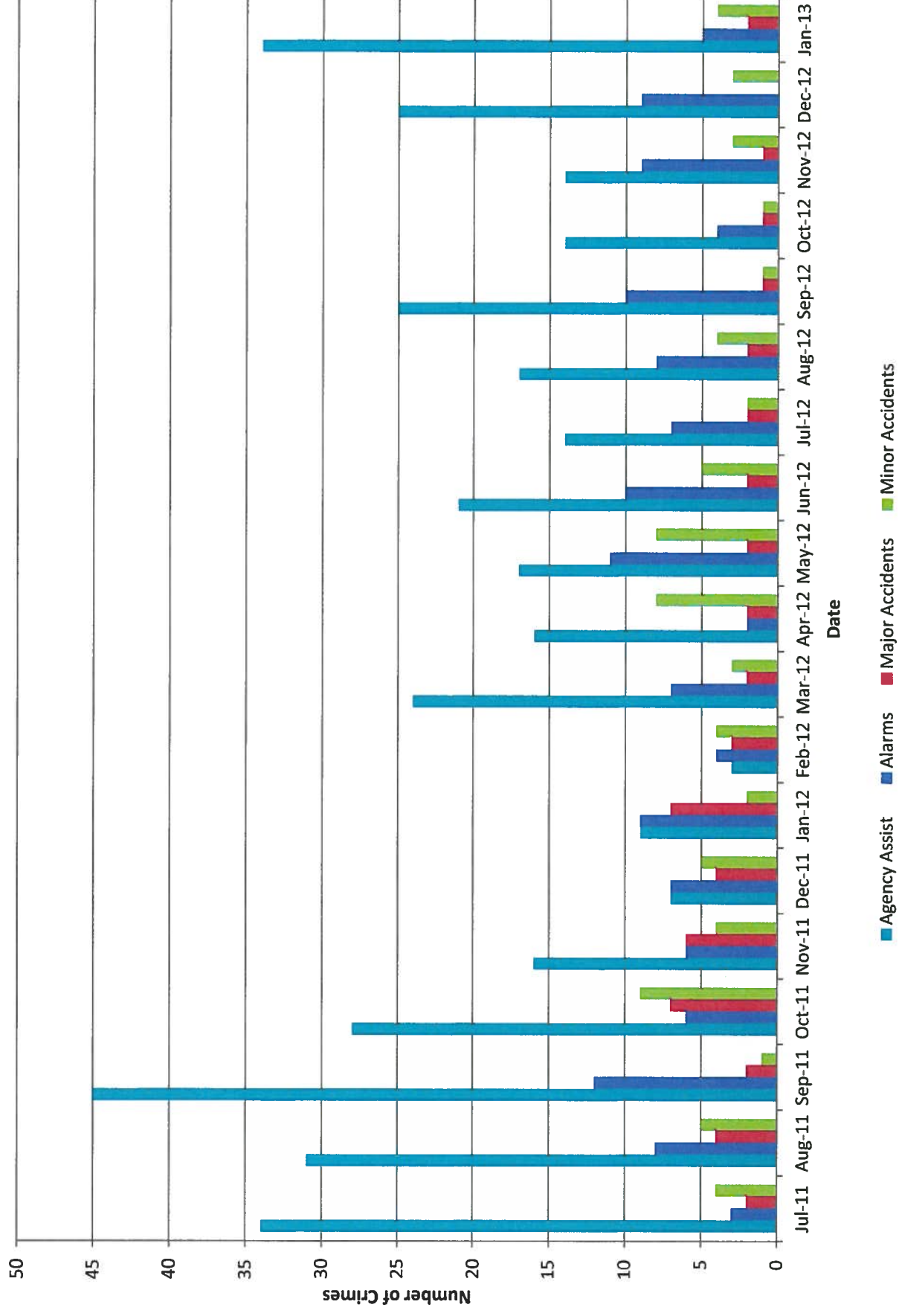
Uniform Crime Reporting



Traffic Enforcement



Police Activity





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: CONSENT AGENDA – Code Enforcement/Animal Control Report

(II - D)

**Farmersville Police Department
Code Enforcement**

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
01/07/2012	402 Murchison-Recheck	Shed	X	X	X			X		Extended Until March- Weather
01/07/2013	308 Austin-Recheck	Debris	X	X	X		X			Extended 1/31/2013
01/07/2013	208 Murchison	Shed, Well	X	X			X			Extended 1/24/2013
01/07/2013	206 Herron-Recheck	Grass	X	X	X		X			Extended 1/31/2013
01/07/2013	214 S. Main-Recheck	Grass	X	X			X			Extended Until March- Weather
01/07/2013	511 Neathery	Debris-Recheck	X	X	X		X		01/07/2013	
01/07/2013	Ford Electric	Grass-Recheck	X	X			X		01/07/2013	
01/08/2013	150 S. Main	Ck Graffiti	X						01/08/2013	Not Gang Related
01/08/2013	135 S. Main	Ck Graffiti	X						01/08/2013	Not Gang Related
01/08/2013	1017 S. Main	Brush, Limbs	X	X	X		X		01/22/2013	Called new owner 1/8/2013
01/08/2013	104 S. Rike	Fridge	X	X			X		01/08/2013	
01/08/2013	112 S. Rike	Debris	X	X			X		01/08/2013	
01/08/2013	908 S. Main	Grass	X	X			X		01/08/2013	
01/08/2013	709 S. Main	Grass	X	X			X		01/08/2013	
01/09/2013	515 Windom-Recheck	Grass, Toilet Appliances,	X	X	X		X		01/22/2013	Given Final Notice
01/09/2013	508 Neathery-Recheck	Furniture	X	X	X		X		01/22/2013	NOV 1/9/2013
01/09/2013	115 Buckskin-Recheck	Couch, Sink, Trash	X	X			X		01/09/2013	
01/09/2013	First Baptist Church	Brush-Recheck	X		X		X		01/09/2013	
01/09/2013	303 Johnson	Tree Limb	X		X		X		01/09/2013	
01/09/2013	914 S. Main-Recheck	Mattresss, Debris	X		X		X		01/22/2013	Extended 1/9/2013
01/09/2013	314 Summit	Trailer w/Debris	X				X			Extended 1/25/2013
01/09/2013	Hooper-N. Washington	Fridge on Lot	X				X		01/25/2013	Letter Sent 1/14/2013
01/10/2013	710 Hill	Car Front Yard	X	X	X		X		02/01/2013	NOV 1/25/2013
01/10/2013	316 Farr Hill	Brush, Debris	X				X		01/25/2013	Letter Sent 1/14/2013
01/10/2013	219 N. Main	Brush	X				X		01/14/2013	Left Card

01/31/2013 K Food Mart
01/31/2013 Stop & Buy

Machines
Machines

X
X

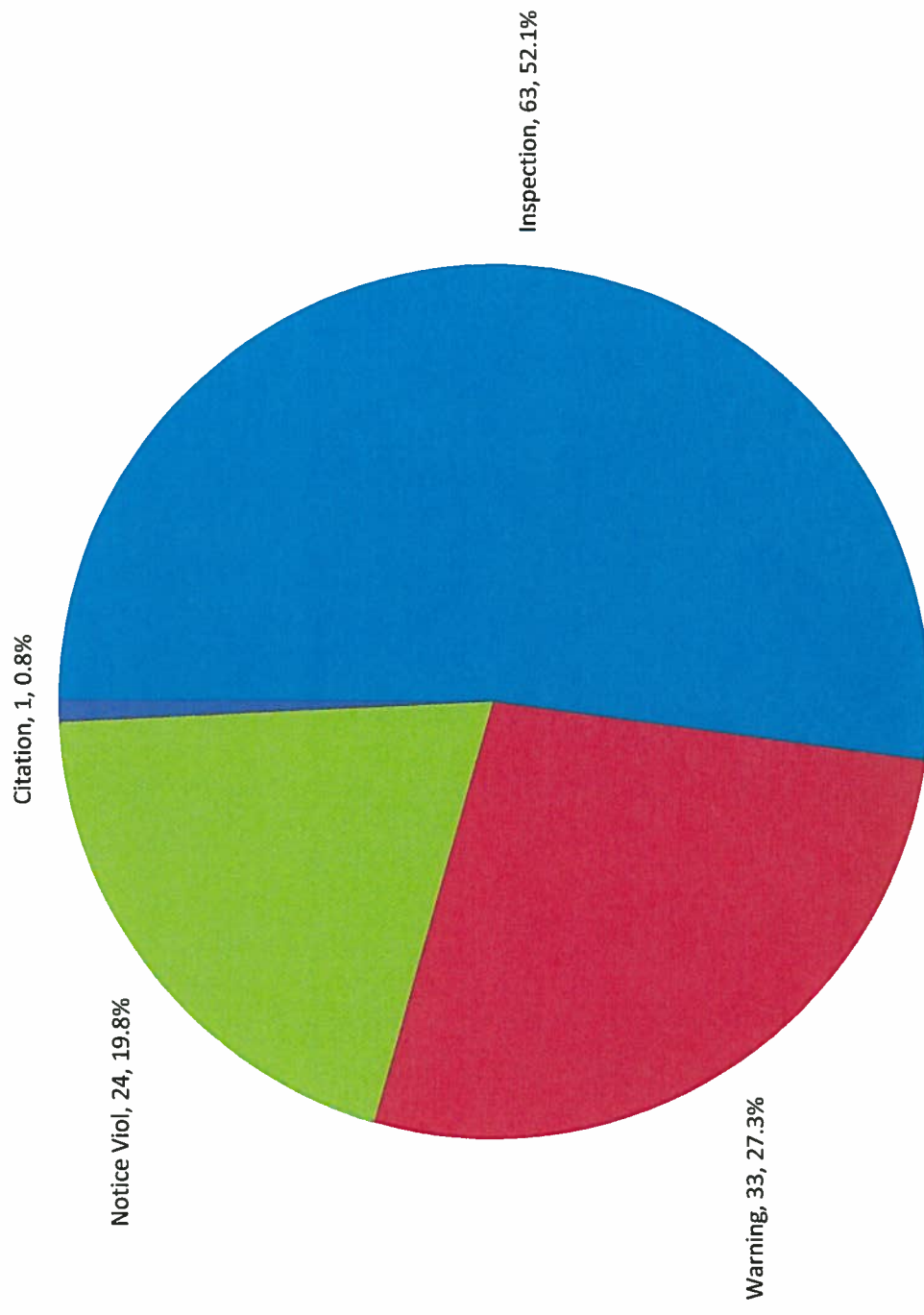
X
X

01/31/2013 OK
01/31/2013 OK

Code Enforcement Activity Results

City of Farmersville Police Department

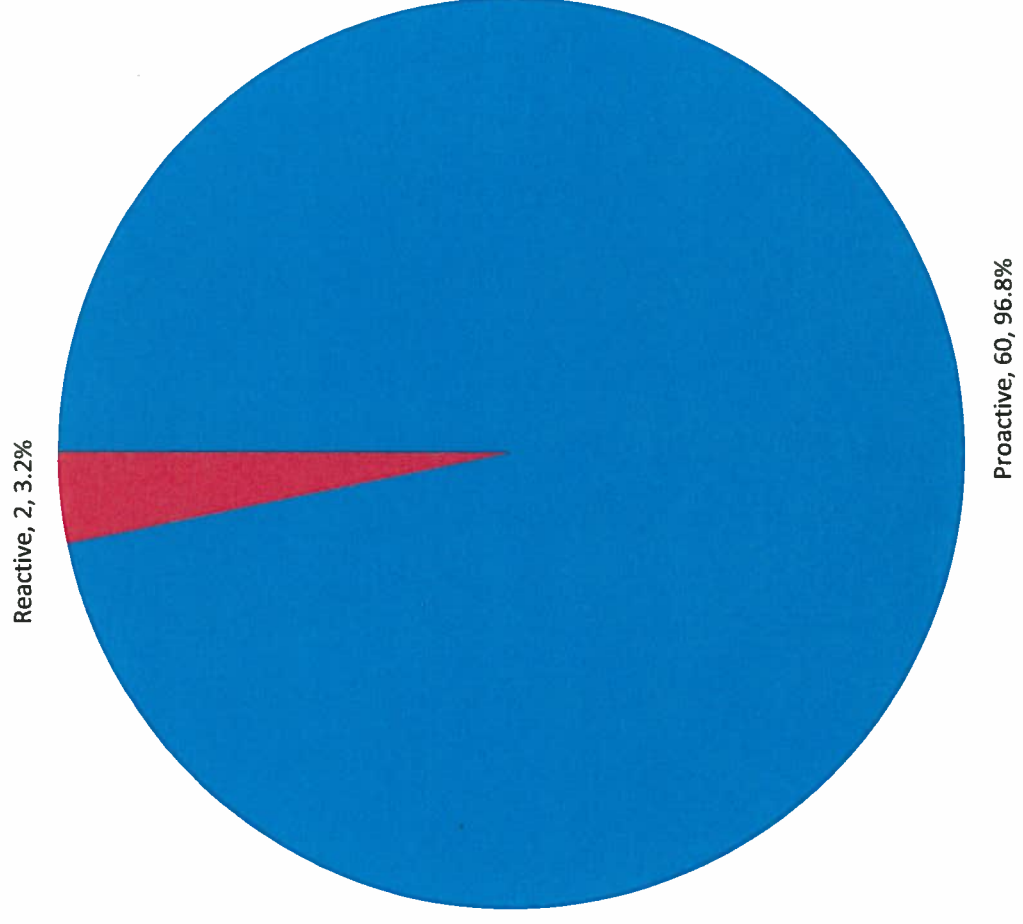
Cumulative, Calendar Year 2012



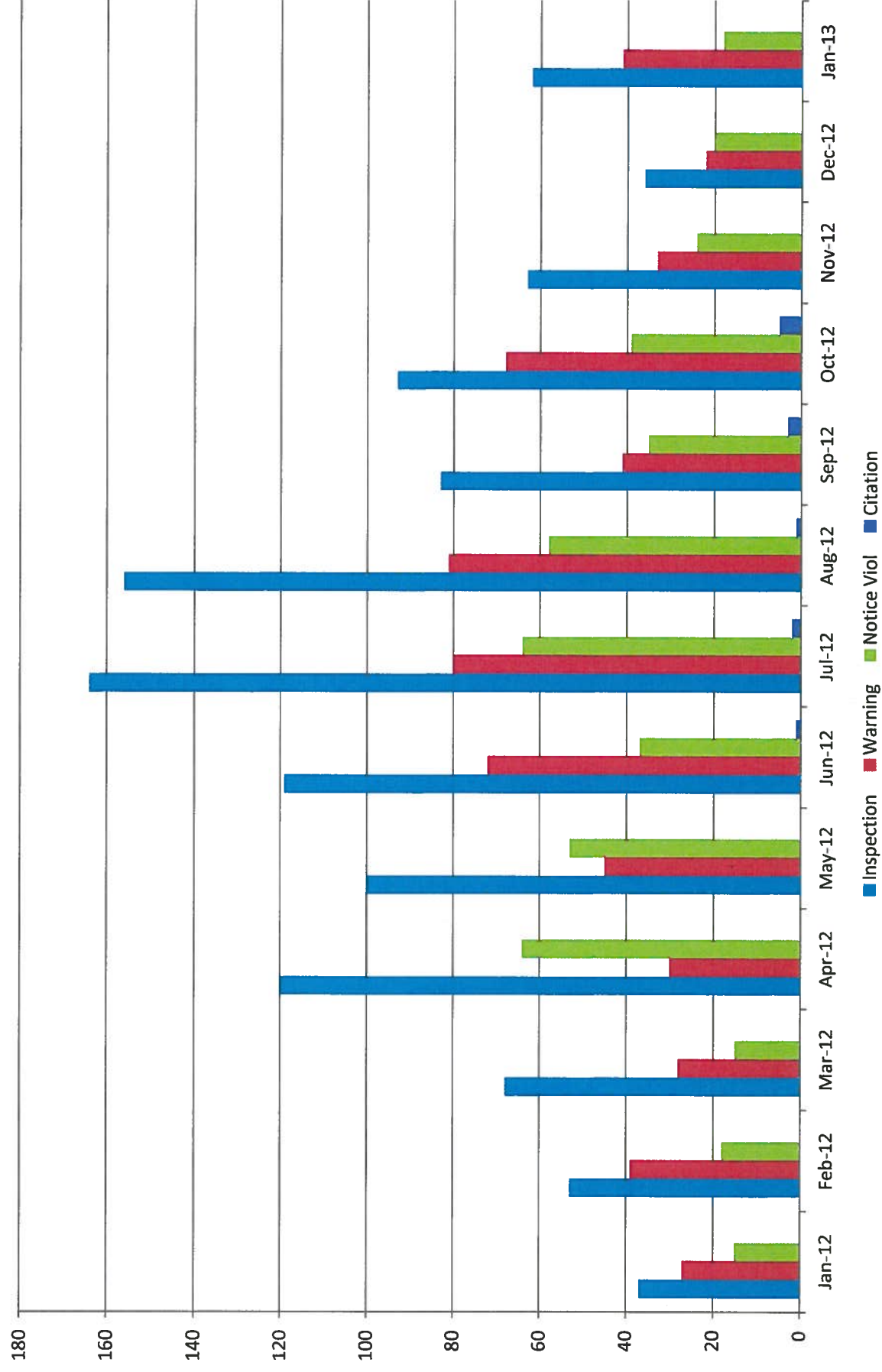
Code Enforcement Activity Results

City of Farmersville Police Department

Calendar Year 2012



Code Enforcement Activity Results City of Farmersville Police Department

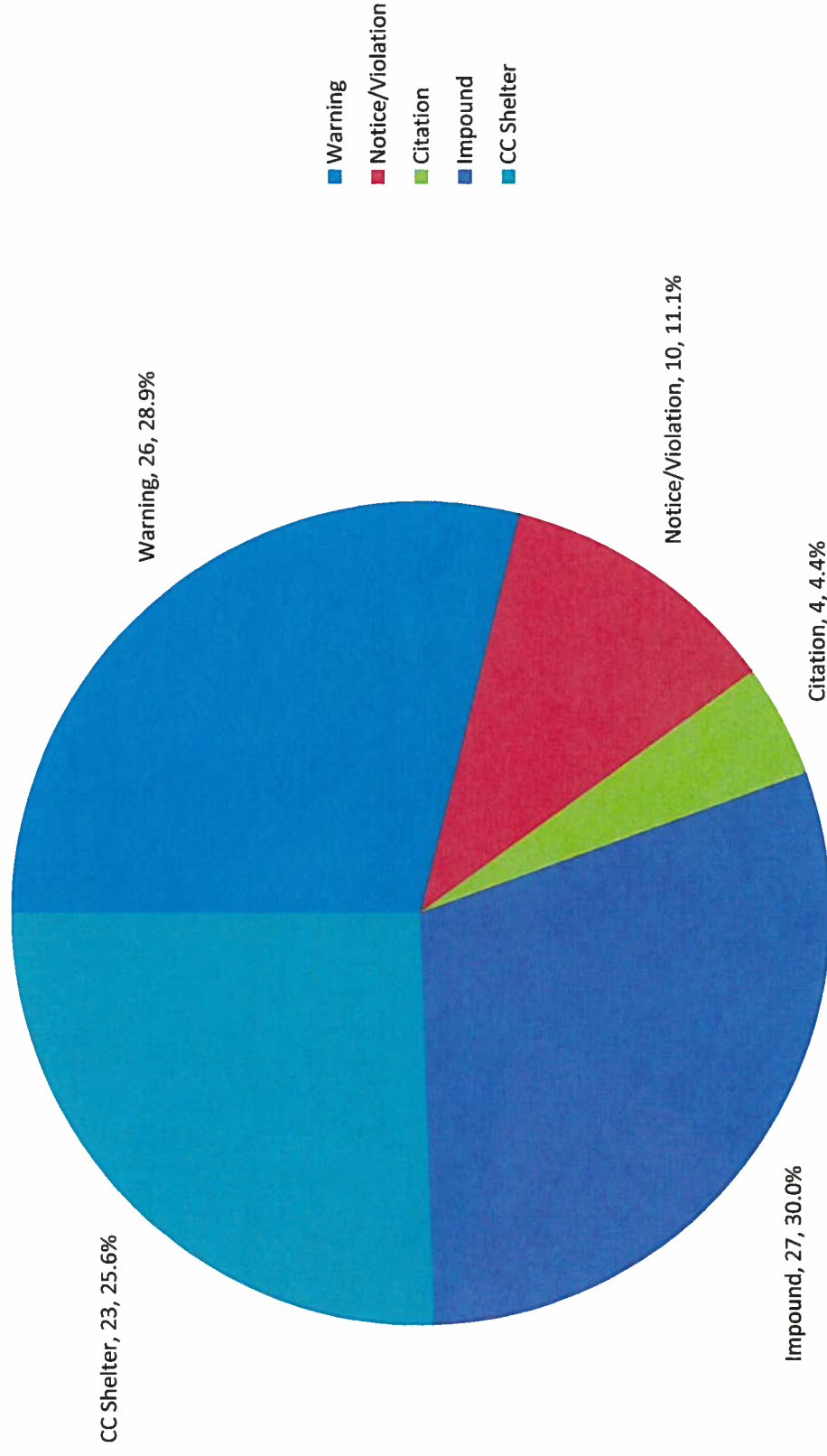


**FARMERSVILLE POLICE DEPARTMENT
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT**

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/ VIOL	CITATION	IMPOUND	CC SHELTER	CFS#
01/01/2012	Stray Animal	415 Welch	Unable to Locate						
01/02/2013	Stray Cat	Washington	CCAS					X	
01/02/2013	Pick Up Dog	Pound	CCAS				X	X	
01/02/2013	Stray Cat	1009 Gaddy	CCAS					X	
01/03/2013	Pick Up Trap	Pound	800 Westgate						
01/03/2013	Mini Horse	305 College	Given 2 Days	X					
01/04/2013	Stray Dog	S. Main	Unable to Locate						
01/04/2013	Stray Puppy	Tatum Elementary	CCAS					X	
01/04/2013	Stray Dog	404 Floyd	Unable to Locate						
01/04/2013	Mini Horse	305 Colloège	Gone						
01/04/2013	Pick Up Trap	Pound	City Hall						
01/04/2013	Stray Dog	Woodard	Returned to Owner	X					
01/06/2013	Stray Dog	250 N. Rike	Pound				X		
01/07/2013	Pick Up Puppy	Pound	CCAS					X	
01/07/2013	Loose Dog	303 Prospect	Left Card	X					
01/07/2013	Improper Tether	308 Austin	Recheck-Ok						
01/07/2013	Loose Dog	Austin	Returned to Owner	X					
01/08/2013	Stray Dog	N. Washington	CCAS					X	
01/08/2012	2 Loose Dogs	Maple	Lost them on Windom						
01/09/2013	Dog u/House	115 N. Main	Wouldn't Come Out						
01/09/2013	Loose Dog	308 N. Washington	Put in Yard						
01/10/2013	Stray Dogs	Trenton Bank	Unable to Locate						
01/10/2013	Dog u/House	115 S. Main	Wouldn't Come Out						
01/10/2013	Stray Dog	S. Main	Pound				X		
01/10/2013	Improper Tether	206 Rolling Hills	Spoke w/Owner						
01/10/2013	Stray Dog	Rolling Hills	Unable to Locate						
01/11/2013	Loose Dogs	N. Washington	Returned to Owner	X					
01/11/2013	Set Trap	115 S. Main	Dog Under House						
01/11/2013	Pick Up Dog	Pound	CCAS					X	
01/11/2013	Dog Stuck	303 Jouette	UnStuck Head						
01/11/2013	Pick Up Dog	115 S. Main	Pound				X		
01/11/2013	Loose Dog	Rolling Hills	Unable to Locate						
01/11/2013	Animal Comp	611 N. Main	Left Card						
01/12/2013	Dog Bite	519 Windom	Investigating					X	
01/14/2013	Pick Up Puppy	Pound	CCAS						
01/14/2013	Loose Dog	Maple	Put in Yard						

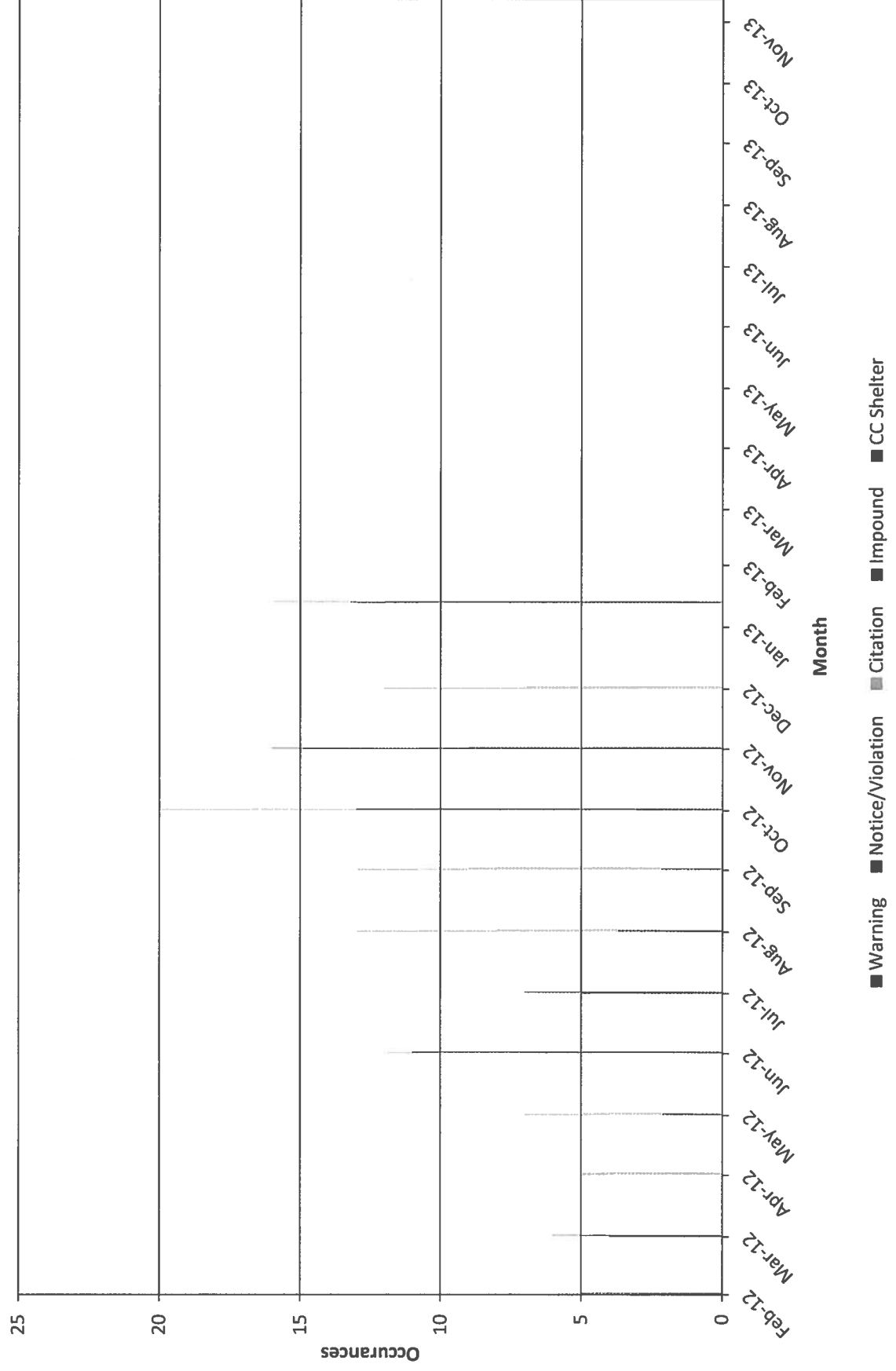
Animal Control Activity Results

Farmersville Police Department
Cumulative, Calendar Year 2012



Animal Control Activity Results

Farmersville Police Department





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: CONSENT AGENDA – School Resource Officer Report

(II - E)

Month of:

January

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	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
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	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2	
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	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Events Worked	0	0	0	6	0	0	0	0	0	0	6	3	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	21
Off/Inc Reports	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	3
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	1	0	0	0	0	0	0	0	0	0	1	3	0	0	0	0	0	1	0	0	0	0	0	0	0	0	6
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	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	4
Parent Contacts	0	0	0	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	2
Res Chks	0	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
Traffic Stops	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2
TOTAL	0	0	0	7	0	0	5	0	1	0	6	3	0	0	0	0	4	3	0	0	0	2	0	5	6	0	0	0	1	0	0	1	44



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: CONSENT AGENDA – Fire Department Report

(II - F)

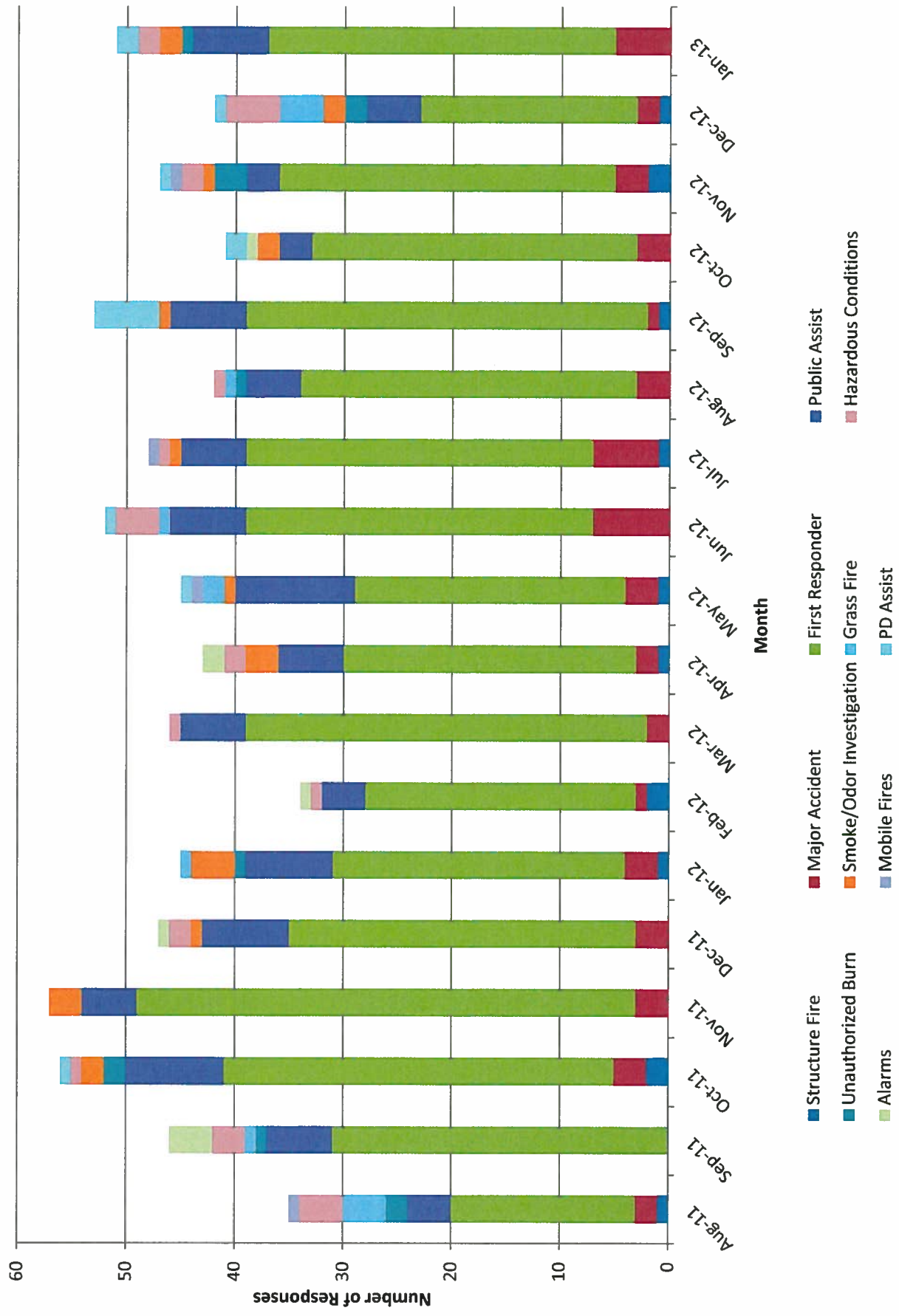
FARMERSVILLE FIRE DEPARTMENT
MONTHLY CITY COUNCIL REPORT
JANUARY 2013

1. The new engine purchased from Deep South arrived January 30th. It is being outfitted and will be in full service by the end of the first week of February. Although it may have taken a little longer to receive than we anticipated, it seems to be worth the wait.
2. The new First Responder pick-up truck was delivered to Pursuit Safety for radio installation, lighting, graphics, and to have the slide out tray installed. They believe they will have it ready by the end of the first week of February so it will be put into service.
3. I attended the EMS Advisory Board workshop along with Larry Durbin where they met with 6 vendors who are interested in bidding on the Collin County EMS contract for a question and answer period. The next meeting is scheduled for March 21st where we hope to have some idea of who is actually going to bid and for how much. Currently the board is asking that the current 3 24 hour trucks and the 1 12 hour truck be increased to 6 24 hour trucks.

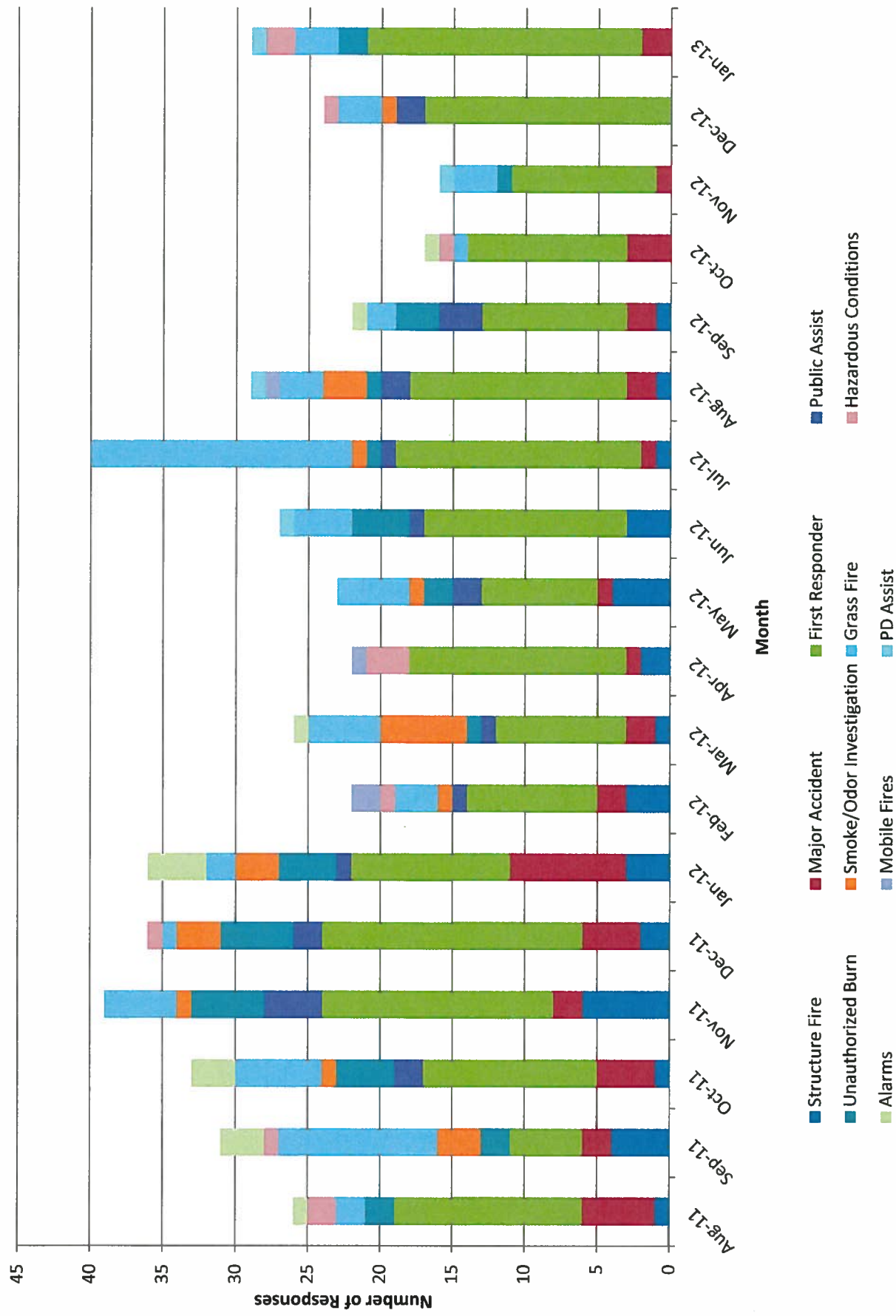
Respectfully Submitted,

KIM R. MORRIS
Farmersville Fire Chief

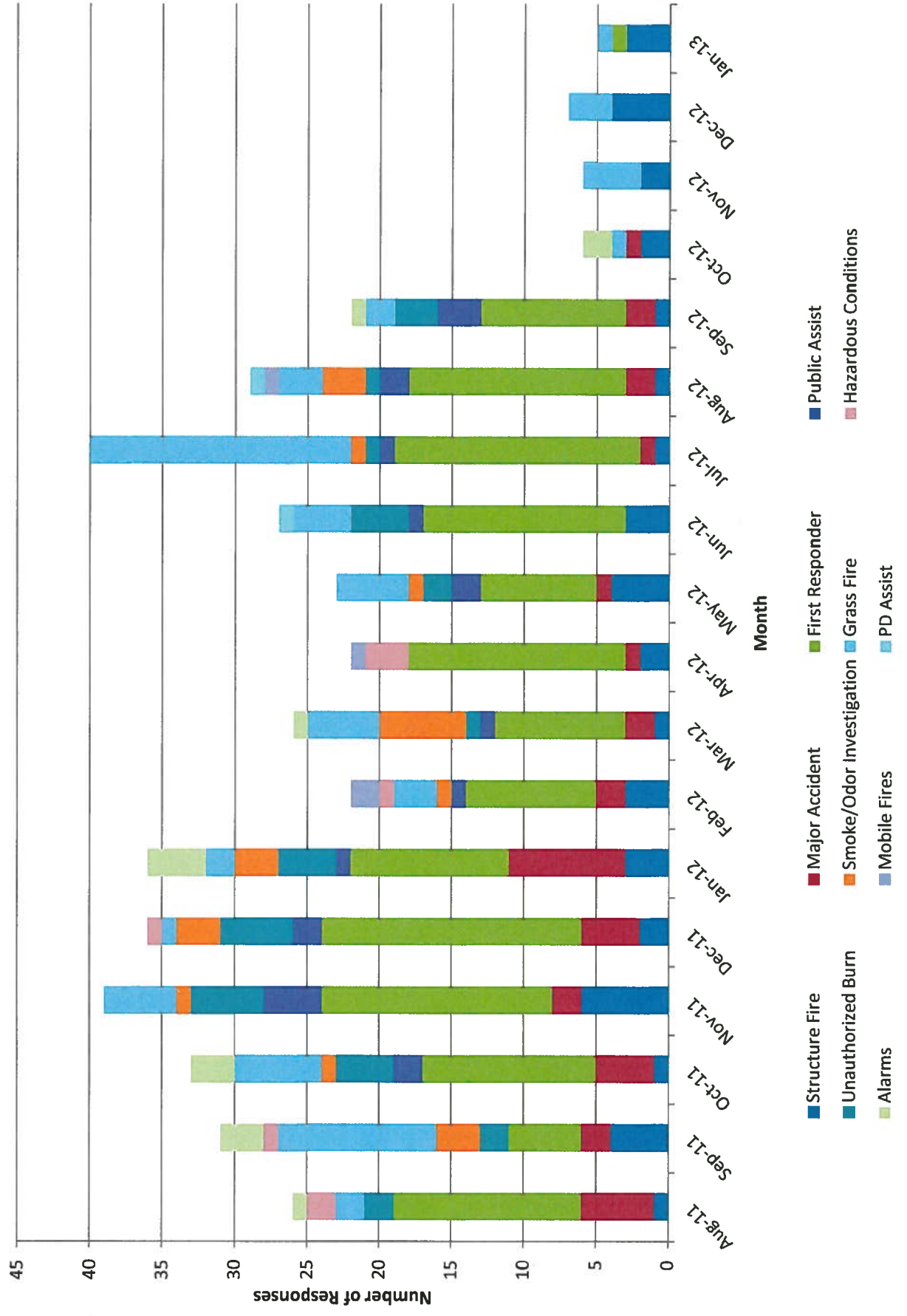
Farmersville Fire Department City Responses



Farmersville Fire Department County Responses



Farmersville Fire Department County Responses





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: CONSENT AGENDA – Municipal Court Report

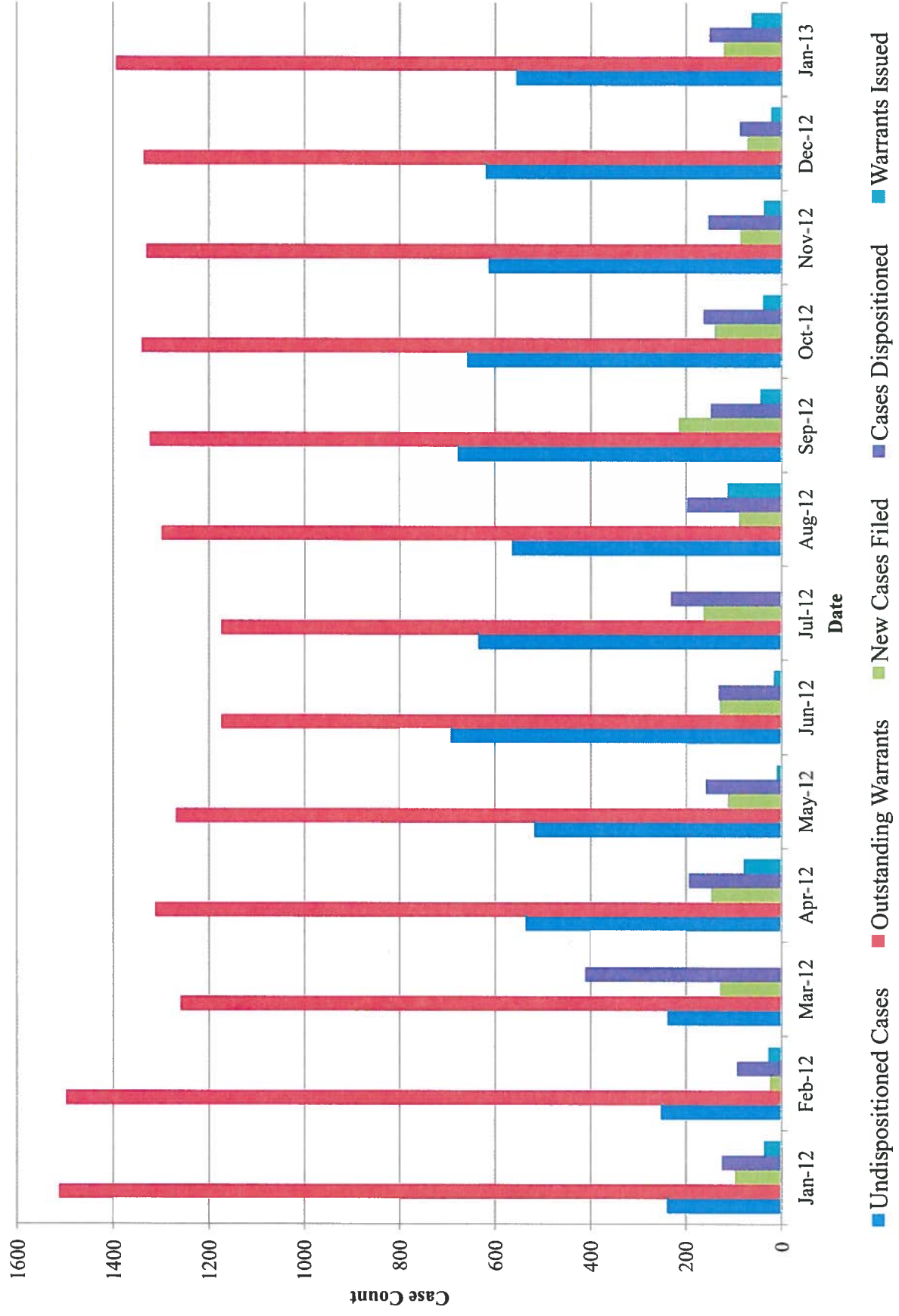
(II - G)

FARMERSVILLE MUNICIPAL COURT

MONTHLY REPORT JANUARY 2013

Cases Filed	121
Class C Complaints Received	0
Dispositions Prior to Trial	25
Pre-Trial Hearings Held	10
Non-Jury Trials Held	9
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	16
After Deferred Disposition	41
After Proof of Financial Responsibility	24
Compliance Dismissal	9
Dismissed at Trial (By Prosecutor)	2
FTA's Issued	22
Warrants Issued	63
Total Outstanding Warrants	1393
Total Due from Outstanding Warrants	\$442,486.05
Warrants Cleared by Court	8
Warrants Sent to Collection Agency	0
Warrants Cleared by Collection Agency	0
Number of Disposed Cases	151
Total Revenue	\$9,226.00
Total Kept by City	\$5,999.82
Total Remitted to State	\$3,266.18

Municipal Court Case and Warrant Rate





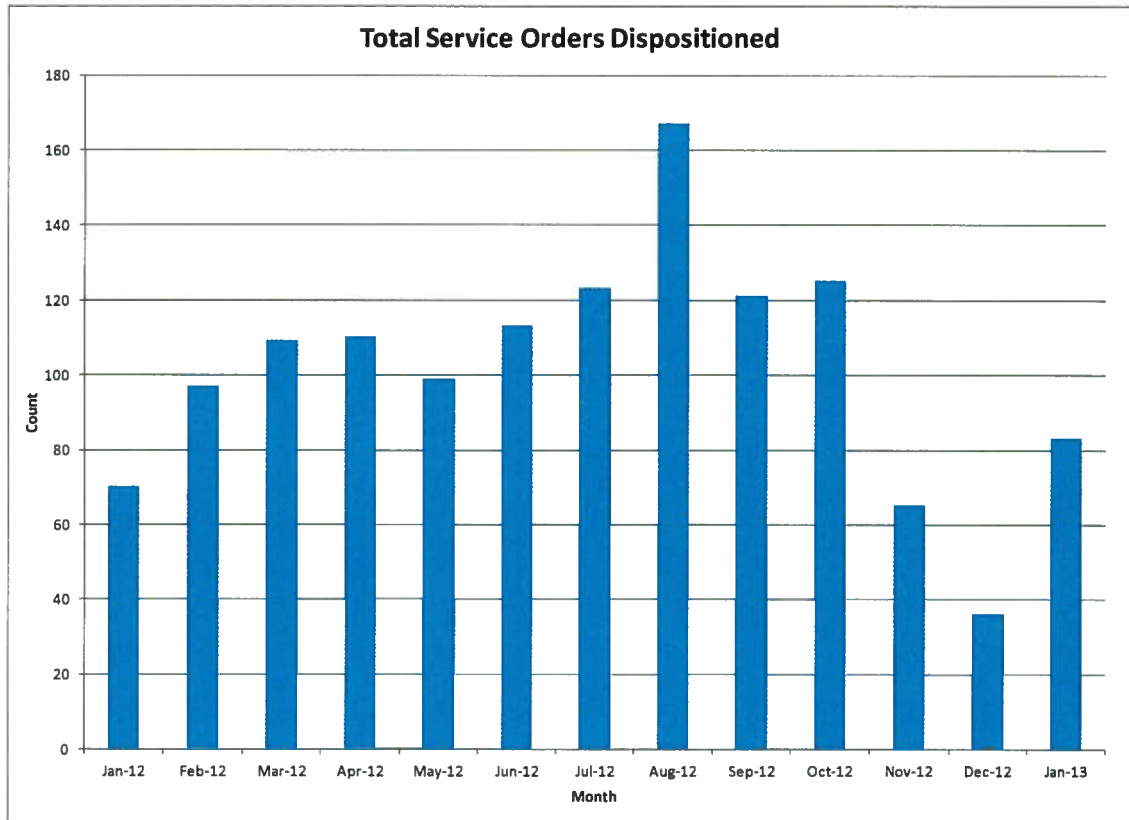
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: CONSENT AGENDA – Public Works Report

(II - H)



Public Works Monthly Report

Service Order Status



Service Order Group	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13
Utility Billing	32	26	32	20	26	19	21	22	18	25	20	17	12
Street System	3	4	20	16	9	14	5	17	7	7	3	1	5
Water System	3	16	16	17	27	8	29	32	17	13	8	2	14
Waste Water System	8	8	9	11	6	2	3	5	3	3	5	2	10
Storm Water System	1	5	4	8	0	3	0	1	3	3	0	2	0
Property and Buildings	2	14	8	8	5	36	41	42	43	42	12	4	16
Electrical System	0	0	0	0	0	0	0	0	0	0	0	0	0
Refuse System	15	7	16	25	22	14	15	32	23	18	9	6	22
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	1	0	1	0	0	0	0	3	1	0	0	0	1
Miscellaneous	5	17	3	5	4	17	9	13	6	14	8	2	3
Total	70	97	109	110	99	113	123	167	121	125	65	36	83

Note:

1. Number of outstanding service orders, 30 days or older (backlog): 10.
2. Number of elevated service orders: 18 completed, 0 outstanding

Public Works General

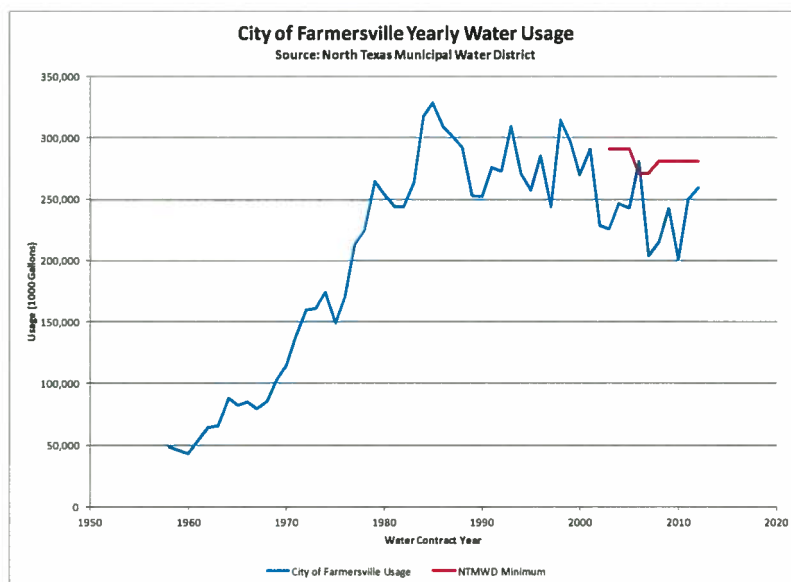
1. No increase in lost time accidents for the year.
 - a. Total Number for 2012-2013: 0
 - b. Total lost days for 2012-2013: 0
 - c. Accidents in Month: None
2. ADA transition plan underway. Facility inspection is complete. Preliminary report will be ready by 28 Feb 2013.

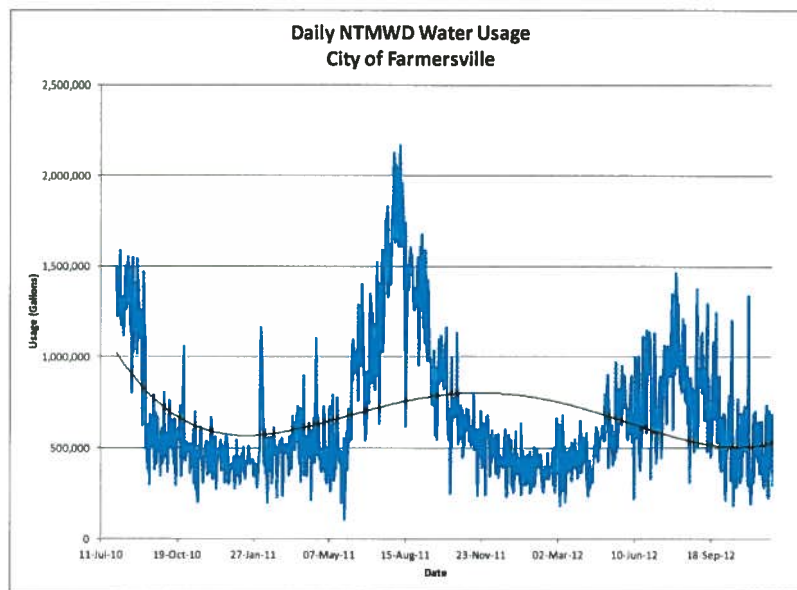
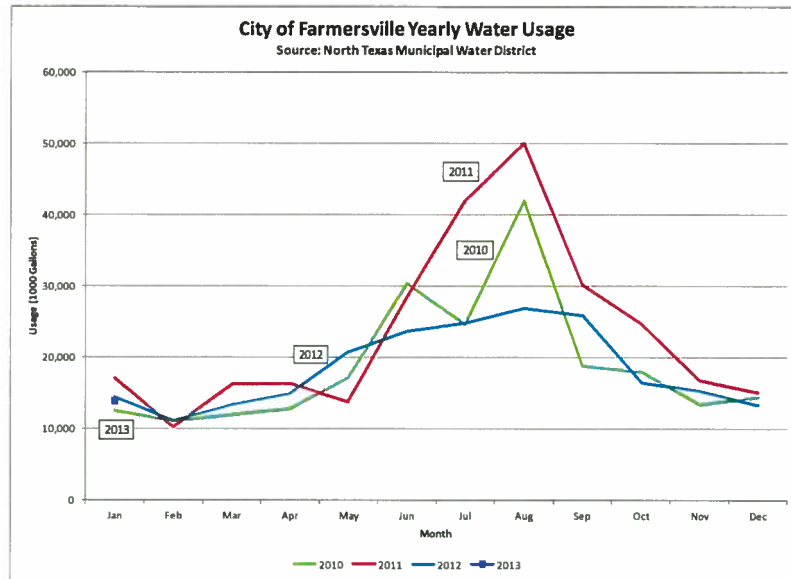
Street System

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. (Complete)
 - vii. Main Street panel, in front of feed store. (Complete)
 - 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. GO Bond related engineering. See project status below.
 - f. US 380 Highway Project status. The following schedule is under review and will change to the recent Main Street bridge collision/closure. A new schedule is not available yet.
 - i. 1st Railroad Bridge, Passing Track: Apr 2013 thru Jun 2013
 - ii. 2nd Railroad bridge, Main Track: Oct 2013 thru Feb 2014
 - iii. 380 Roadway, East Bound: Dec 2013 thru Jul 2014
 - iv. 380 Roadway, West Bound: Jul 2014 thru Oct 2014
 - v. Main Street Bridge: Feb 2013 thru Sep 2014. Completely closed during construction. Use alternative paths: Orange, Rike, Hamilton, Mimosa, Beene etc.
 - vi. Hill Street Crossing: Closed Jul 2014
 - vii. Walnut Street Crossing: Closed Feb 2013 (passing track), Jul 2014 (main track)
 - viii. Main/Summit Street Crossing: Intermittent Closure Apr 2013 thru May 2013

Water System

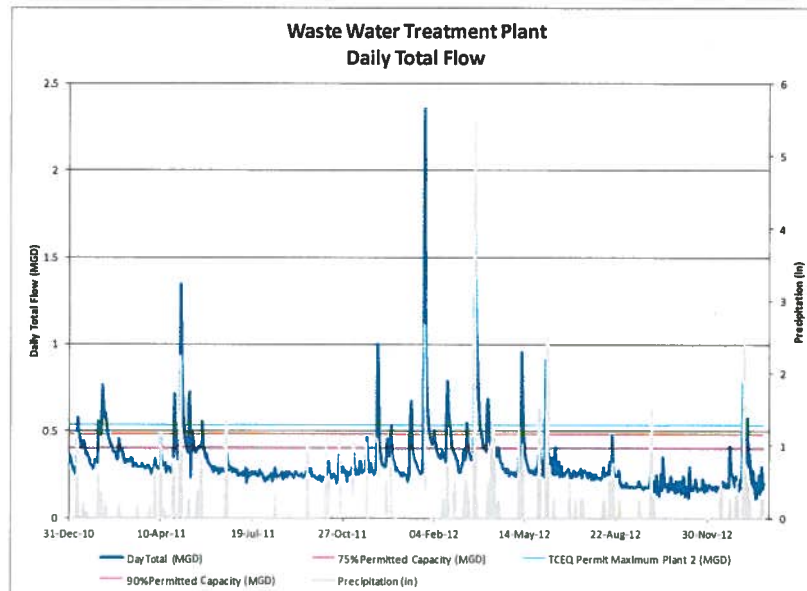
1. Project backlog
 - a. Waterline extension for Caddo Park.
 - i. Met with park manager, Michael Kinard. Project will probably be targeted for next year, 2014.
 - b. Investigate interconnections with customers along Hanna Drive to see that they are properly metered.
 - c. Transfer NTMWD customers to CoF along Hwy 380.
 - d. GO Bond related engineering. See project status below.
2. Meter Report (1360):
 - a. Residential Meters (1131 +3)
 - b. Commercial Meters (178, -1)
 - c. Industrial Meters (30,+0)
 - d. Public Meters (15, +0)
 - e. Wholesale Meters (6, +0)
3. Consumption Report (Calendar Year Start 21 Dec 2012, Month 21 Dec 2012 thru 22 Jan 2013)
 - a. Inflow (NTMWD), Calendar Year to Date: 14,593,000
 - b. Inflow (NTMWD), Month: 14,593,000
 - c. Usage, Calendar Year to Date 13,553,570 gallons
 - d. Usage, Month: 13,553,570 gallons
 - e. Usage, Average Daily Water Usage for the Month: 437,212 gallons
 - f. Calendar Year Water Loss Percentage (to date): 7.12%
4. Stage 2 water restrictions are in place as of 1 June 2012.
5. Fixed water leak in 6 inch water on US 380.





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 Windom Street.
2. New waste water system design options being considered. Lakehaven MUD agreement ready for Council approval.
3. Fixed sewer service line at 210 Hill Street.
4. Installed cleanout at 607 North Main.



Storm Water System

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

Property and Buildings

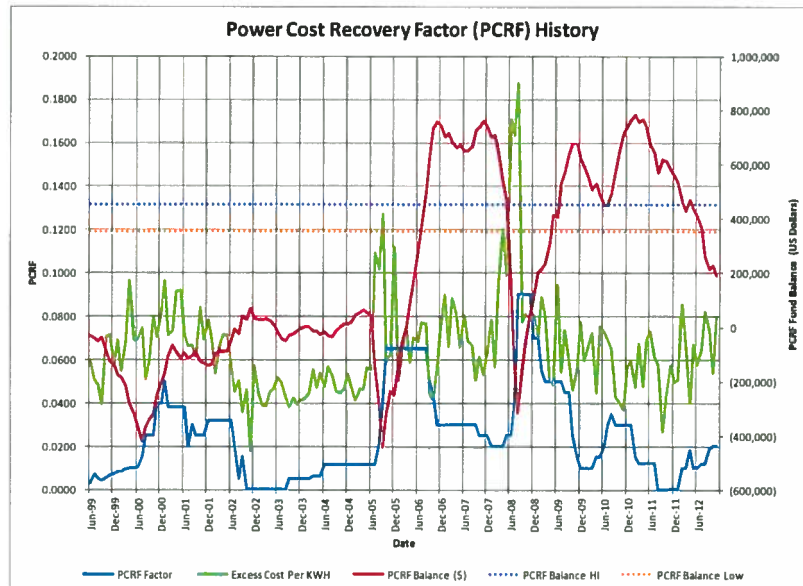
1. Project backlog:
 - a. City Hall
 - i. Additional window tinting.
 - ii. Council chamber blind replacement.
 - c. JW Spain
 - i. No parking signs.
 - ii. Parking lot conduit replacement.
 - iii. Restroom and concession stand door replacement/upgrade. Place bars over doors. (In-work)
 - d. Public Safety Building
 - i. Investigating building plaque options. Bronze plaque with photo of Mr. Curington. Four to six week lead time on plaque. (In-work)
 - e. Chaparral Trail
 - i. See project status below.
 - f. Rodeo Arena.
 - i. No new activity.
 - g. Public Works maintenance barn.
 - i. Jared Helmberger delivered drawing updates. Will still need to complete some aspects of the drawing package. (In-work)
 - ii. Reconfigure and update indoor space.
 - a. Bathroom
 - b. Locker space
 - c. Shower

- d. Kitchenette/lunchroom
 - e. Office space
- iii. Shelving
- iv. Lean-to covered area for parts.
- h. 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. (Complete)
 - vi. Replace Rambler's Park sign.
 - vii. Replace Splash Zone sign.
 - viii. New placards indicating park time for watering restriction levels.
- i. North Lake
 - i. Police shooting range.
 - 1. Procured over 100 railroad ties for this project.
- j. 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
- k. Civic Center
 - i. Handicap ramp compliance issues.
 - ii. Handicap parking striping and signage.
 - iii. New ice machine. Awaiting decision from Centennial Committee for funding.
- l. Best Center
 - i. No projects.
- m. Senior Center
 - i. Concrete for entrance area.
 - ii. Carpet replacement.
 - iii. Lights for the parking lot.
- n. 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.
- o. Downtown
 - i. Replace planters on the median.
- p. 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. (100% complete with field inventory, working on appraisal)
 - 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. (Complete)



Refuse System

1. No new news.

Inspections, Permits, Plats

1. LDS Church Plat in-work. Working on preliminary information for permit.
2. Reviewing Amy Car Wash expansion plans for nail salon and laundry mat.

Vehicles

1. Outfitting new public works truck for tools.

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. 90% 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 construction underway. Lighting material revision approved for \$40.5K. Received easement from Historical Society.
Chaparral Trail Grant Texas Parks & Wildlife (Phase I)	\$200,000	\$50,000 4B Funded	Oct-12	Feb-13	Construction 90% complete. Picnic area complete. Decomposed granite down except for work area. Working on completing signage and bollards
Chaparral Trail Grant Collin County Open Space (Phase II)	\$300,000	\$150,000 (4B, \$50K) (CoF, \$100K)	Mar-12	Aug-13	Bid package ready and out for bid. Bid opening 21 Feb 2013 at 2:00. Need budget amendment for \$100K matching funds.
Chaparral Trail Grant TxDOT Enhancement Program Grant (Phase III)	\$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. Awaiting approval, Feb 2013.
Chaparral Trail Grant Texas Parks & Wildlife (Phase IV)	\$200,000	\$50,000	Not Awarded Yet	Not Awarded Yet	Application turned in. Awaiting award.
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, Met with CC to establish how to proceed forward. Will present plan to CC and see if we can get discretionary funding that they have available on a ten year note.
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)

Action Item List

Project Name	Project Type	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Planters Down Town	Replace old planter in Middle of the Square	10-Dec-2012	Paula Jackson		Paula Spoke with Albert at Home Grown Plants and he stated that he would help out with ordering new Pots and the City could pay Home Grown. So Paula with the help of Albert will come up with something.	
Squirrel Hunting	Allow BB and Pellet Gun inside the City for Hunting	10-Dec-2012	Edie Sims		Item Pulled	Jan-13
Home Occupational Business	Restriction on people running business from home or outbuilding in a single family zone	10-Dec-2012	Edie Sims		This Item is on the Council Agenda 1-8-12013	
J.W. Spain Locks	Change out the Locks on the lights, gates and building. Give Key to Marvin Smith Only	28-Dec-2012	Paula Jackson		?	Jan-13
J.W. Spain Equipment Room	Fix the equipment room door on the concession stand. Door was standing open	28-Dec-2012	Paula Jackson	149305		
J.W. Spain irrigation	Make sure the irrigation is complete start with irrigating the softball field. To settle the pipe trenches for safety for playing	28-Dec-2012	Ben White			Jan-13
Chaparrel Trail	Need a schedule for completion of work under contract	12/28/2012 and 1/7/13	Ben White		Created CO to extend project end date. Being submitted to Council 1-22-2013	
Merit Street Trash	Pick up trash from JW Spain Complex south to Houston Street	28-Dec-2012	Paula Jackson	149306		Jan-13
Best Center	Possible critters in the attic. Dirt in falling from the roof.	7-Jan-2013	Paula Jackson		Gary's Services will be out to take care of the issues 1-11-13	1/11/13 wood ants

Project Name		Project Type	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Graffiti on two building ing the down town area		Graffiti on the South Side of 150 S. Main and also on the South Side of 135 S Main St.	7-Jan-2013	Police and Public works	149307 & 149309	1-14-13, police says not gang related. Code Enforcement will work with property owners to remove markings	
Staus of Burnt trailer near Hinton Home		Need status on Code Enforcement for razed of the burnt trailer.	7-Jan-2013	Paula Jackson		1/14/2013, dumpster is sit and ready! burnt trailer will be clean off by 1/18/2013 by city	completed 1/22/2013
Onion Shed Sound system Wiring		The wiring on the east end of the Onion Shed need to be rolled up and put in the rafters again it is hanging and piled on the concrete	7-Jan-2013	Paula Jackson	149308		
Removeing of the Bollards		January 25 the NETTC will meet and they will be riding the trail on a trailer pulled so all the Bollards need to be removed from the College St. to the Collin County Line.	7-Jan-2013	Paula Jackson	149310	Bollards will be pulled by 10 A.M.	Jan-13
Plaque for Public Safety Buildin		Charles Currington Plaque	7-Jan-2013	Paula Jackson		Paula will get with Kim Morris on a timeline	Jan-13
J.W. Spain complex doors and gates		Order new metal doors and rod iron gates for all exterior doors	8-Jan-2013	Paula Jackson			
Asbuilt plans		create a file to store all Asbuits and plans	8-Jan-2013	Paula Jackson		system in the works	
WNV Mosquito Plan		Meeting will be in February	8-Jan-2013	Paula Jackson		The Meeting will be February 5th at 10:00	
NETT Chaparral Trail		Trash- make sure the trail is trash fee for the event 1-25-13	14-Jan-2013	public works	149336		Jan-13
Brick and Tree		for all past city council and mayors	01/14/2013	Paula Jackson			

Project Name	Project Type	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Water hole in the sidewalk at Tony's Restaurant	have public works look to see what can be done to correct	14-Jan-2013	public works	149337		
Requirements for thickness of driveways	Research Subdivision and Zoning for the thickness for driveways. Questions regarding 6 in accompanied by geotechnical study	15-Jan-2013	Ben White/Paula			
Civic Center Sound System	sound system is not working properly fix before 1-25-13	16-Jan-2013			This will be fixed by 1-24-2013	Jan-13
Tornado Siren	cost for Tornado Siren for East Tower	16-Jan-2013	Ben			Jan-13
Trail Head Sign and Street Sign	24 x 36 COPY OF THE SIGN FOR THE 25TH	18-Jan-2013	Ben			Jan-13
Comprehensive Compliance Investigation by TCEQ	this is for bothwastewater permits	18-Jan-2013	Ben/Ken Wesson		Ben has been in contacted with Ken Wesson with NTMWD and they will be taking care of this report.	
Street Panel repair	Repair street Panel infornt of old fire station	22-Jan-2013	public works			
Survey's and Reports	yearly... Meet with Ben	23-Jan-2013	Paula Jackson			
Civic Center Maintenance	clean the light fixtures, replace the ceiling tiles, mirror in the men's restroom and clean the tape off of the ceiling and walls	22-Jan-2013	public works	149376, 149377, 149378, 149379, 149380, 149381	This work will be completed on 1-24-2013	
Senior Center	get with Woody Wright regarding the floor covering for the center	28-Jan-2013	Paula Jackson			Jan-13

Project Name			Project Type	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Crack sealing	The Asphalt portion of the Chaparral Trail	24-Jan-2013	Paula Jackson		2 contractor for quotes will be here the week of Feb 11th to look at the job			
J.W. SPAIN - FOOTBALL FIELD FENCE	PERSONNEL FENCE BETWEEN FIELD #2 AND THE FOOTBALL FIELD	30-Jan-2013	BEN					
SOMETHING IN THE ATTIC AT CITY HALL AGAIN	FIND FOX URINE TABLETS	30-Jan-2013	Paula Jackson		Fox urine did not work so we are getting sonic sound boxes then we will get JIMMY FOLEY BACK OUT TO FIX THE TOP OF THE BUILDING.			
CODE ENFORCEMENT	302 MERIT THERE ARE OLD SOFA'S AND JUNK BACK IN THE TREE LINE	6-Feb-2013	CODE ENFORCEMENT					



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
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: January – 2013

Circulation:	2,042
Computer Users:	384
Visitors:	1,554
Inter-library Loan	
Books loaned to other libraries:	3
Books borrowed for our patrons:	21
Patrons Saved \$ *	\$39,241.11
New Patrons:	15
Volunteer Hours Donated:	26 hours 15 minutes

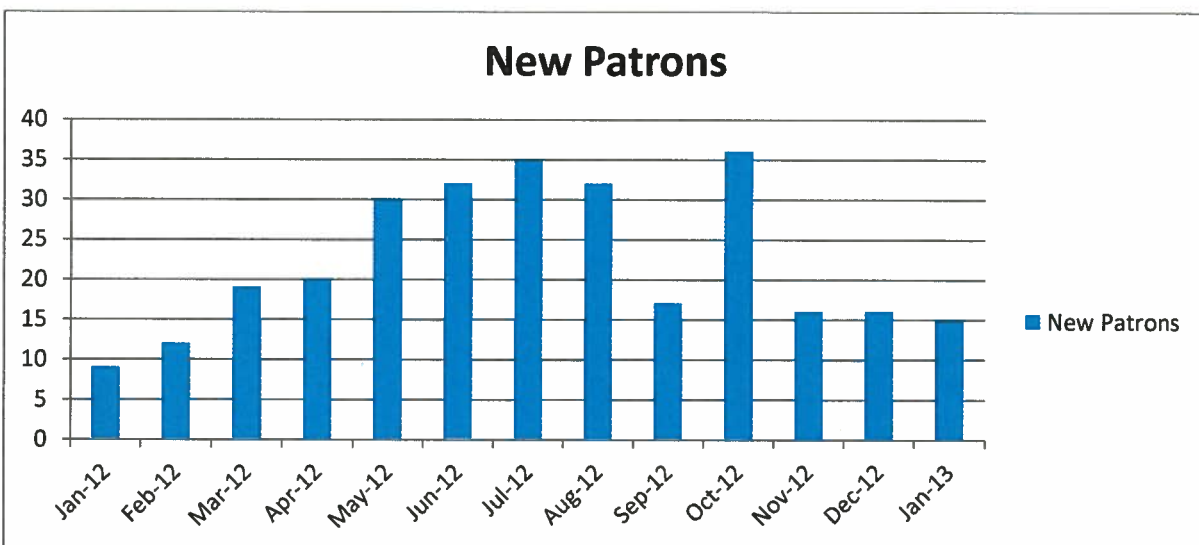
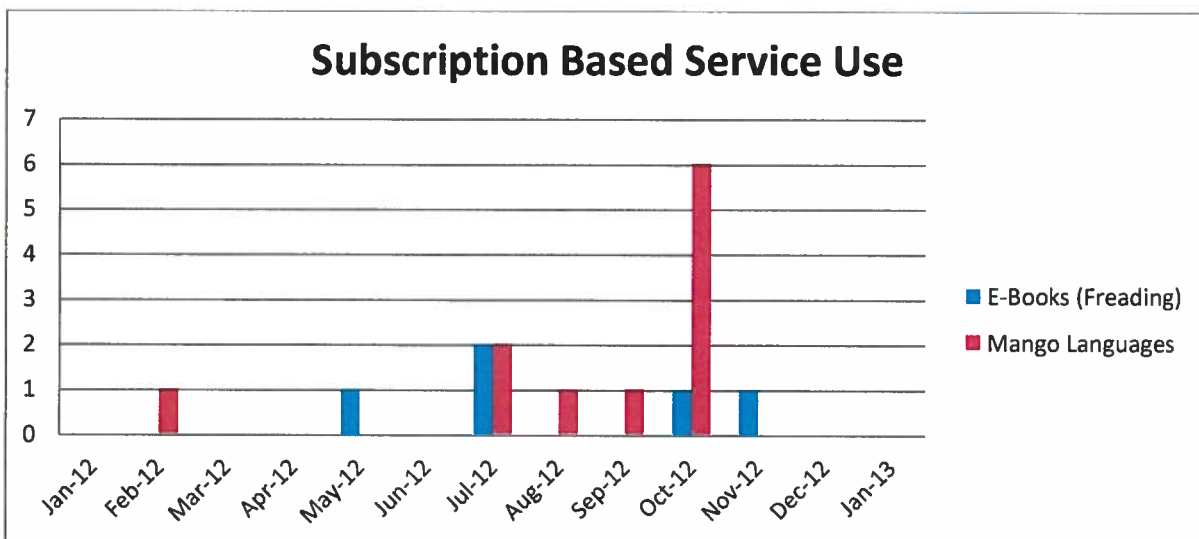
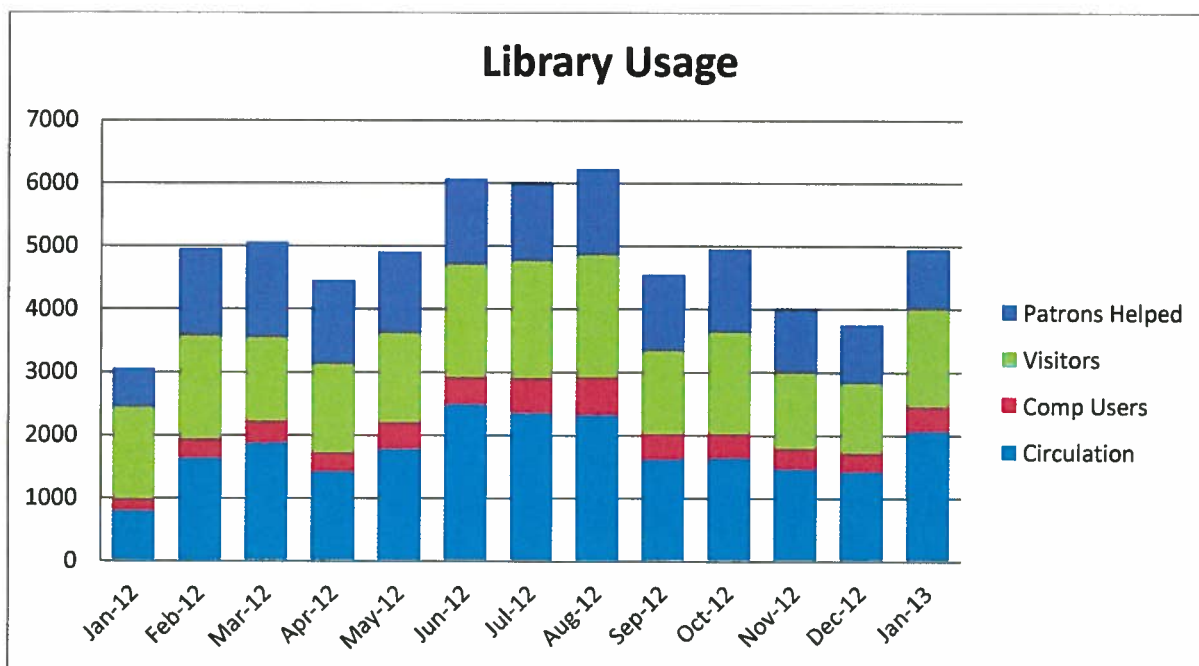
Other Items of Interest:

Trisha Dowell attended a 4 week webinar series earning 6 hours of CE credit from the Texas State Library.

We have submitted paperwork for a Texas Book Festival Grant for \$2,500 for collection development.

February is "Love your Library" month, and the Rike Library is celebrating! We have decorated the library for this event and if patrons fill out a valentine to the library they may enter a prize drawing that will be held near the end of the month.

* 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: February 12, 2013
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	2
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
Realtors Meeting	1
Chamber of Commerce Board Meeting	1
Chamber of Commerce Networking Meeting	0
Northeast Texas Trail Association (NETT)	1

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 (Complete)
 - v. Rifle Purchase Program (Complete)
 - b. Change
 - i. Standard design details for: water, wastewater, etc. (Underway)
 - ii. Master Fee Schedule: water, sewer, admin fee, Permit and plat retainer, zoning change fee
 - iii. One SUP for Triple Crazy game room. (Complete)
 - iv. Chaparral Trail uses (Complete)

Contracts

1. Backlog
 - a. Wireless tower based contracts (AT&T, Partnership Broadband now Rhino, T-Mobile). (Underway)
 - b. TIRZ ILA with Collin County Tax Office.
 - c. Placing contract expiration dates on centralized calendar. (Underway)
 - d. Rodeo arena/Riding Club joint agreement. Due for Parks and Recreation Board approval in February.
 - e. Little League annual renewal.
 - f. Franchise agreements. Refuse, telephone, gas, etc.

Planning

1. Continued to support the creation of the new Comprehensive Plan. Final version was approved by P&Z with one minor change. Final version ready for council approval.

Policy Changes

1. Backlog
 - a. Personnel policy updates.
 - i. Time off policy/time bank.
 - b. Information Technology policy.
 - c. Rifle Purchase Program. (Complete)

Personnel Related Matters

1. Performance reviews complete and raises in effect.
2. Daphne and Edie will both be attending Truth in Taxation class in February.

Customer Service Window

1. Patience McGee resigned on 5 Feb 2013. We will miss her as she did a good job. New job posting has been opened.

Budget/Finance

1. Awaiting adjusting entries and annual audit report from the auditor.

Information Technology

1. Currently integrating all the City buildings into an enterprise network. This helps with information sharing and data collaboration (sharing calendars, etc.). 85% complete.
2. Website upgrade to improve look and capabilities. (Complete)
3. Investigating new door security system.

Special Events

1. No new news.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: INFORMATIONAL ITEM – Farmersville Economic Development Corporation
Financial Report

(III - A)

**Farmersville Economic Development Corp 4A
Investment and Budget Report**

December 2012

Prepared by: Daphne Hamlin

Farmersville Economic Development Corp 4A
December 2012

Statement Balance 12-1-2012	\$96,421.86
Deposits:	
Sales Tax:	\$14,396.28
Sales Tax:	\$13,677.33
Cking Int .05%	\$4.90
CD Interest	\$102.74
Transfer to Texpool	
Transfer from Texpool	\$-
Checks	
Statement balance 12-31-2012	\$124,603.11

Outstanding Transactions

Sales Tax
Transfer to Texpool
CD Interest
Checks

Balance 1-10-2013	\$124,603.11
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[illegible]

SUMMARY OF ACTIVITY
IN TEXPOOL INVESTMENT ACCOUNTS
ECONOMIC DEVELOPMENT

1/10/2013

4A INVESTMENT ACCT	4A Certificate of Deposit
--------------------	---------------------------

Beginning Market Value for reporting period

\$366,253.33

Changes in Market Value:

Deposits

Withdrawals

Interest Earned

\$46.84

Ending Market Value for Period

\$366,300.17

\$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

**Farmersville Economic Development Corp 4A
Investment and Budget Report**

January 2013

Prepared by: Daphne Hamlin

Farmersville Economic Development Corp 4A
January 2013

Statement Balance 1-01-2013	\$124,603.11
Deposits:	
Sales Tax:	\$12,126.80
Cking Int .05%	\$5.37
CD Interest	\$106.16
Transfer to Texpool	
Transfer from Texpool	\$-
Checks 1078	<u>\$(7,500.00)</u>
Statement balance 1-31-2013	\$129,341.44

Outstanding Transactions

Sales Tax
Transfer to Texpool
CD Interest
Checks

Balance 2-7-2013	<u>\$129,341.44</u>
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[illegible]

SUMMARY OF ACTIVITY
IN TEXPOOL INVESTMENT ACCOUNTS
ECONOMIC DEVELOPMENT

2/7/2013

4A INVESTMENT ACCT	4A Certificate of Deposit
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Beginning Market Value for reporting period

\$366,300.17

Changes in Market Value:

Deposits

Withdrawals

Interest Earned

\$30.72

Ending Market Value for Period

\$366,330.89

\$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 98-17, and with relevant provisions of the law.


Daphne Hamlin, City Investment Officer



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: INFORMATIONAL ITEM – Farmersville Community Development Corporation
Financial Report

(III - B)

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

December 2012

Prepared by: Daphne Hamlin

Farmersville Community Development Corp 4B
December 2012

Statement Balance 12-1-2012	\$75,537.08
Deposits:	
Sales Tax:	\$14,396.28
Sales Tax:	\$13,677.33
Cking Int .05%	\$3.74
Transfer to Texpool	
Transfer from Texpool	\$-
Checks 2096,2103,2106-2112	<u>\$(13,700.82)</u>
Statement balance 12-31-2012	\$89,913.61

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
Checks 2098 , 2113-2119	\$(9,113.23)

<u>Balance 1-10-2013</u>	<u>\$80,800.38</u>
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1/10/2013

Excess Revenue Over Expenses

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	48,726.77	\$79,563.99	\$88,926.17									
Deposits:												
Sales tax deposits	13,768.94	14,386.28	\$13,677.33									
Interest income-bank	3.25	3.11	\$3.74									
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	102,607.24									\$ -
Disbursements:												
Main Street	56,387.91		\$ 202.17									
Miscellaneous		\$ 756.52	\$ 250.00									
Marketing	881.00	\$ 1,095.93	\$10,118.07									
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											
Christmas Activities		\$ 1,080.00	\$ 896.03									
Splashpad Restrooms												
Historical Marker for Post Office Bldg												
Land purchase	1,666.06	\$ 1,666.06	\$ 1,666.06									
Fire Works												
Flag Pole installation												
Total Expenses	83,934.87	\$ 5,037.21	\$ 13,132.33									
Ending Bank Balance	79,563.99	88,926.17	89,474.91									
TEXPOOL Balance	84,740.20	\$84,751.13	\$84,761.97									
Interest Income-TEXPOL	16.70	10.93	10.84									
Total Available Funds	164,304.19	173,677.30	174,236.88									

Signed:

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

January 2013

Prepared by: Daphne Hamlin

Farmersville Community Development Corp 4B
January 2013

Statement Balance 1-1-2013	\$89,913.61
Deposits:	
Sales Tax:	\$12,126.80
Cking Int .05%	\$3.75
Refund	\$1,200.00
Transfer to Texpool	
Transfer from Texpool	\$-
Checks 2113, 2116-2122	<u>\$(14,057.53)</u>
Statement balance 1-31-2013	\$89,186.63

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
Checks 2115, 2098	\$(483.70)

Balance 2-7-2013	<u><u>\$88,702.93</u></u>
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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	\$88,926.17	\$89,474.91								
Deposits:												
Sales tax deposits	13,768.94	14,396.28	\$13,677.33	12,128.80								
Interest income-bank	3.25	3.11	\$3.74	3.75								
Transfer to TexPool												
Transfer From Texpool to First Bank	100,000.00											
Refund from Boudinary Solutions				1,200.00								
Reimbursement for Marketing												
Reimbursement for Main Street Mgr.												
Adjusting Entry												
Total Revenues	163,498.96	93,963.38	102,607.24	102,805.46								\$ -
Disbursements:												
Main Street	56,387.91		\$ 452.17	841.75								
Miscellaneous		\$ 756.52	\$ -									
Marketing	881.00	\$ 1,095.93	\$10,118.07									
Reimburse city for accounting												
Chaparral Trail Improvements				\$ 800.00								
Colin College Scholarship sponsorship				\$ 2,500.00								
Chamber of Commerce												
May Taxes		\$ 438.70										
Bain Honaker House Restoration	5,000.00											
Downtown Museum seed money	20,000.00											
Christmas Activities		\$ 1,080.00	\$ 896.03									
Farmersville Parkway Survey				\$ 2,200.00								
Splashpad Restrooms												
Historical Marker for Post Office Bldg	1,666.06	\$ 1,666.06	\$ 1,666.06	\$ 4,998.18								
Land purchase												
Fire Works												
Flag Pole installation				\$ 2,762.60								
Total Expenses	83,934.97	\$ 5,037.21	\$ 13,132.33	\$ 14,102.53								
Ending Bank Balance	79,563.99	88,926.17	89,474.91	88,702.93								
TEXPOOL Balance	84,740.20	\$84,751.13	\$84,761.97	\$84,769.05								
Interest income-TEXPOL	16.70	10.83	10.84	7.08								
Total Available Funds	164,304.19	173,677.30	174,236.88	173,471.98								

Signed:

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

2/7/2013

FY2013															
Particulars	Budget	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
Revenue:															
Sales Tax Collections	\$164,000	\$13,769	\$14,396	\$13,677	\$12,127									\$53,969	32.91%
Interest Income		20	14	15	11									59	
Reimbursement for Marketing														-	
Refund Boundary Solutions					1,200										
Reimbursement for Main Street Mgr.															
Transfer from TEXPOOL for cash in bank															
Total Revenue	\$164,000	\$13,789	\$14,410	\$13,692	\$13,338	\$-	\$-	\$-	\$-	\$0	\$-	\$-	\$0.00	\$55,228	33.68%
Expenses:															
Main Street:														-	
Salary	56,388	56,388												-	
Supplies	8,612	95	757	452	841.75									56,388	100.00%
														2,146	24.92%
Total Main Street	\$65,000	56,483	757	452	842	-	\$-	\$-	\$-	\$0	\$-	\$-	\$-	\$58,534	90.05%
Miscellaneous	2,000													\$-	0.00%
Marketing Program	12,000	786	1,096	10,118										12,000	100.00%
Reimburse city for accounting	500													-	0.00%
Chaparral Trail Improvements	50,000				800									800	1.60%
Collin College Scholarship sponsorship	3,500				2,500									2,500	71.43%
Chamber of Commerce	3,000													-	0.00%
May Taxes	800		439											-	0.00%
Bain Honaker House Restoration	5,000	5,000												439	54.88%
Downtown Museum seed money	20,000	20,000												5,000	100.00%
Christmas Activities	2,000		1,080	896										20,000	100.00%
Farmersville Parkway Survey					2,200									1,976	98.80%
Splashpad Restrooms	20,000													-	0.00%
Historical Marker for Post Office Bldg	1,500													-	0.00%
Land purchase	20,000	1,666	1,666	1,666	4,998									9,996	49.98%
Fire Works	3,500													-	0.00%
Flag Pole Installation	12,000				2,763									-	0.00%
Total Expenses	\$220,800	83,935	\$5,038	\$13,132	\$14,103	\$-	\$-	\$-	\$-	\$0	\$-	\$-	\$-	2,763	23.02%
														\$114,008	51.63%
Excess Revenue Over Expenses		(56,800)	9,372	560	(765)										



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
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
January 24, 2013

The Farmersville Planning and Zoning Commission met in special session on January 24, 2013 at 6:30 p.m. at the City of Farmersville Council Chambers with the following members present: Mark Vincent, Craig Overstreet, Betty Sergent and Bryce Thompson. Bill Nerwich, Lee Warren and Tom Waitschies 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 Michael Carr was present.

CALL TO ORDER AND RECOGNITION OF CITIZENS/VISITORS

Commissioner Craig Overstreet filled the position as Chairman to officiate this meeting. Commissioner Overstreet called the meeting to order at 6:30pm. Edie Sims called roll and announced that a quorum was present. Commissioner Overstreet offered the invocation and the Pledge of Allegiance.

Item II – A) DISCUSS, APPROVE OR DISAPPROVE MINUTES FROM DECEMBER 17, 2012 PLANNING & ZONING MEETING

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

Item II – B) CONSIDER, DISCUSS AND ACT TO AMEND SECTION 56-31 OF THE SIGN ORDINANCE PERTAINING TO DIGITAL SIGNS

Commissioner Overstreet opened this item for the Commission to discuss. City Manager Ben White informed the Commission that the major intent the Council had was to modernize the digital signs and the uses. As the discussion continued, the Commission discussed issues being size, scrolling and lumens. Sizes the Commission would like to consider would be 32 square feet and 20 square feet. The existing digital signs would be grandfathered and would not be required to meet new standards unless over 50% of the sign is damaged or taken down. This item will be returned to the Commission with information from other area cities and culminate the changes to fit Farmersville's needs.

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

Commissioner Overstreet opened the Public Hearing at 6:32pm and asked for those in favor of the Specific Use Permit to come forward. Linda Story came before the Commission and stated her game room is a social gathering place and request that the Commission approve the permit for her to continue operating this establishment. Ms. Story indicated that she failed to give proper contact information so that is why she was not grouped with the other game rooms at an earlier meeting. No one else came forward in favor of the Specific Use Permit.

Commissioner Overstreet requested those opposing the Specific Use Permit to come forward. With no one opposing the Permit, the Public Hearing was closed at 6:34pm.

Commissioner Overstreet opened the item to be discussed by the Commission. Mr. Overstreet questioned Ms. Story regarding an inactive file with the State Comptroller's Office. Per an advisement from the Chief of Police, Triple Crazy's amusement license is not in effect and the Comptroller's Office does not show any taxes for fees paid since 2010. Ms. Story stated she knows she is in compliance with the Comptroller's Office and has been operating as she always did before.

Commissioner Overstreet requested an inspection before the next P&Z Meeting and asked Ms. Story to provide proof of licensing through the Comptroller's Office and provide this proof at the next P&Z Meeting.

Mark Vincent motioned to continue the Public Hearing at the next P&Z Meeting to be held on February 21st. Bryce Thompson seconded the motion. Motion carried unanimously.

Item III – B) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON AN AMENDMENT TO THE PLANNED DEVELOPMENT ORDINANCE FOR THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS LOCATED AT 513 SYCAMORE

Commissioner Overstreet opened the Public Hearing at 6:42pm and asked for those to come forward who are in favor of the amendment to the Planned Development for the Church of Jesus Christ of Latter Day Saints. Don Vandiver, Architect and consultant for the project, was present to answer in questions. With no questions or comments, Commissioner Overstreet asked for those opposing the amendment to the Planned Development to come forward. With no one speaking, Commissioner Overstreet closed the Public Hearing at 6:44pm.

City Manager Ben White came before the Commission and stated that the drawings, plans and requests have been reviewed extensively. Even our Mayor, who is an engineer, has reviewed the documents presented. All processes have been fulfilled and staff recommends going forward and recommending approval to the Council.

Mr. White also interjected that there is an existing storm drainage problem on the property south of the LDS Church that will need to be addressed by the City. The property owner, Bill Nerwich, has been informed of the issues and this is separate from the LDS Church property. However, the LDS Church took into consideration the storm water that interfaces with the subdivision to the west of the property (Lincoln Heights). An erosion barrier will be built on the LDS Church property and the City will make necessary repairs on the Nerwich property to resolve the drainage problems. Mr. White described the problem as "egg shelled" where the pipe has crushed down and does not allow proper flow of the storm water.

Commissioner Overstreet expressed concern regarding fire protection with Mr. White stating that all requirements have been met including looped driveways. The distance of the fire hydrants plus a new 12" water line to be installed prior to the completion of the Church will resolve any fire hazard issues.

Mark Vincent expressed concern regarding a fence or screened barrier. Don Vandiver explained that the current request on the plans varies from the existing ordinance and the Church has requested a variance on the Landscape Plan. The Church did not want an oppressive look or have a screened fortress. Rather, the Church would like to have a distinguished flow that enhances the entire area with planting beds and trees on the south side.

Mark Vincent motioned to recommend the Planned Development as presented to the Council for approval with Betty Sergent seconding the motion. Motion carried unanimously.

Item III – C) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A ZONING CHANGE FROM HIGHWAY COMMERCIAL ZONING TO LIGHT INDUSTRIAL ZONING FOR THE PROPERTY LOCATED AT 701 STATE HIGHWAY 78 SOUTH, FARMERSVILLE

With Item III – D being disapproved, the Commission has the ability to table indefinitely for Council to act on a change since this change does not conform to the Land Use Plan. Bryce Thompson so moved to table this item indefinitely with Betty Sergent seconding the motion. Motion carried unanimously.

Item III – D) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON AN AMENDMENT TO THE COMPREHENSIVE PLAN TO CHANGE THE LAND USE DESIGNATION FROM HIGHWAY COMMERCIAL TO LIGHT INDUSTRIAL ZONING FOR THE PROPERTY LOCATED AT 701 STATE HIGHWAY 78 SOUTH, FARMERSVILLE

Commissioner Overstreet called this item prior to Item III – C for the Commission to discuss. With that, the Public Hearing was opened at 7:03pm. Commissioner Overstreet requested those in favor of the Land Use change to come forward. Kimberly Trieu, owner of the property at 701 State Highway 78 South, came forward and stated her strip center has experienced a large percentage of vacancy. The Land Use request would allow her to change from Highway Commercial to Light Industrial zoning which would allow more flexibility. Mark Smith, residing at 712 Pecan Creek Court, came before the Commission opposing the Land Use change. Mr. Smith stated his property abuts the strip center and he has great concern of what type of business would be in his back door. Mr. Smith requested the Commission not to change the Land Use and keep the zoning as it is presently.

Gary Mills, residing at 710 Pecan Creek Court, stated he has the same situation as his neighbor Mr. Smith where is abuts the strip center. Mr. Mills stated he is concerned of the businesses that would come to this center and affect the quality of life for the residents in the area. Some of the businesses that could come if changed include a game room which does not draw the most savory of people. Mr. Mills stated he does not want to see that type of clientele come near their neighborhood and it is not good for the homeowners at all.

With no one else coming to speak for or against the Land Use request, Commissioner Overstreet closed the Public Hearing at 7:08pm.

A question was raised as to what types of businesses are allowed in Light Industrial, with City Attorney Alan Lathrom indicating Light Industrial zoning allows more intense uses than Highway Commercial. City Manager Ben White indicated that another item to be discussed at this meeting includes the newly developed Comprehensive Plan which does not plan to change this area to Light Industrial. Mark Vincent stated he felt it was more important to exhibit the best quality of life for the area residents.

Bryce Thompson motioned to disapprove and leave the Land Use designation as it is presently. Mark Vincent seconded the motion. Motion carried unanimously.

Item III – E) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON RECOMMENDING ADOPTION OF A NEW COMPREHENSIVE PLAN AND REPLACE THE EXISTING LAND USE PLAN

Commissioner Overstreet opened the Public Hearing at 7:16pm and asked Janet Tharp, consultant through Daniel & Brown, Inc., to come forward. Ms. Tharp stated she was hired through Daniel & Brown, Inc. to perform the planning to build a new Comprehensive Plan. Through a full re-write, the first task of the implementing a new Plan was to receive input from citizens. The land uses become more visionary with a lot of growth in the future and having this Plan will give a tool to work with the growth. Also the Thoroughfare Plan is consistent with Collin County and the Parks Plan has expanded.

During the Public Hearing, Leaca Caspari, residing at 405 Summit, expressed concern of mixed use and the designation that abuts her neighborhood. The mixed use is vague and would like to have a better explanation and how the use can be controlled. Ms. Caspari questioned the criteria so that the sanctity of the residential areas is secured. Commissioner Overstreet requested anyone who opposed the adoption of the Comprehensive Plan to come forward. With no one opposing, the Public Hearing was closed at 7:25pm.

Mark Vincent expressed concern that mixed uses do not conflict with residential areas. City Attorney Alan Lathrom indicated that the mixed use does not change the use of the properties today. Janet Tharp stated the Plan is a vision of what people see Farmersville to be in the future. The Plan is a living document and can be changed or adjusted to fit the vision as the vision changes. If a developer wants to develop a piece of property, the developer would be referred to the Comprehensive Plan to see if the development matches the Plan and that it doesn't impact anyone's property or rights. Mr. Lathrom indicated that the City presently does not have a mixed use designation. Janet Tharp suggested language be added regarding mixed use that would be in line with future planning yet would preserve the existing neighborhoods. Example: Ensure that mixed use is a compatible development and protect the integrity of existing/adjacent neighborhoods.

City Manager strongly recommended going forward and have the minor changes accomplished prior to Council review and approval. Bryce Thompson motioned to recommend approval with the aforementioned changes. Betty Sargent seconded the motion. Motion carried unanimously.

ADJOURNMENT

Bryce Thompson motioned to adjourn with Mark Vincent seconding the motion. P&Z Commission adjourned at 7:53 p.m.

ATTEST:

Tom Waitschies, Chairman

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
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 January 14, 2013 DRAFT

CALL TO ORDER, ROLL CALL AND RECOGNITION OF VISITORS

The Farmersville Community Development Corporation met on January 14, 2013 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, David Reynolds, Del Sergent and Dick Seward. President Piwko welcomed Main Street Manager Adah Leah Wolf, City Manager Ben White, Mayor Joe Helmberger, Councilman Billy Long, Bill Daniel, Marianne Politz, and Janis May.

CONSIDER FOR APPROVAL NOVEMBER 19, 2012 MEETING MINUTES

On a motion by Leaca Caspari, and a second by Del Sergent, the Board approved the meeting minutes of November 19, 2012 as written.

CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT

A motion was made by Del Sergent to accept items presented for payment; motion seconded by David Reynolds and carried.

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

A motion was made by Leaca Caspari to accept November and December financial statements as written; motion seconded by Del Sergent and carried. Motion by Jim Dawkins to amend payment to Wayne May for parking lot taxes by \$104.43; motion seconded by David Reynolds and passes.

FARMERSVILLE HERITAGE MUSEUM PLANNING UPDATE—BILL DANIEL

Bill Daniel provided the following museum planning update: He showed the Board museum renderings provided by Chase Daniel, senior year architect student at Virginia Tech. Features include an exterior walkway along the North side, an exit door on the NE side, high windows on the South side, a possible awning on the West side, approximately 1600 square feet interior space. Boundary Solutions has completed a survey of the area. Eddy Daniel can have construction layouts completed in 30 days, after which costs can be estimated.

CTIY MANAGER UPDATE—BEN WHITE

Ben White provided a written report, and highlighted the following with illustrations: Spain Complex irrigation system on field 3 is complete. Survey of Spain Complex and “new” land have been tied together with new elevations. Survey of Rambler Park and Farmersville Parkway is complete. One estimate for initial budgeting purposes has been obtained for building park restrooms, at \$78,000. Phase II of the Main Street Capital Fund grant sidewalk project is under construction. Decomposed granite trail improvements project is expected to be completed at the end of February. City was been awarded a Collin County Open Space Grant for Phase II of the Chaparral Trail; the bid package will go out soon. Our application has been completed for a TXDOT Enhancement Program Grant to complete the Chaparral Trail long range plan. Flagpoles at Library, Civic Center, and Public Safety Building have been refurbished with interior mechanisms. A plan for landscaping and flags for the West (Main Street) side of City Hall has been completed by Oak Grove Landscaping.

MAIN STREET MANAGER REPORT—ADAH LEAH WOLF

Main Street Manager Adah Leah Wolf provided a written monthly report for November and December 2012, and highlighted the following: Comments can still be received on the city’s comprehensive plan. City’s website template is being updated. 24 plywood snowmen were distributed to business owners for

decoration; this was a popular and festive project. Texas Highways conducted a photo shoot of Chaparral Trail, which will be featured in a spring issue. Renovations are in progress at 100 McKinney Street. Anlyn Brothers Coffee Company is now open. Three downtown businesses collaborated on a progressive holiday party. Downtown holiday decorating day was Nov. 20. The annual Main Street agreement was renewed with the Texas Historical Commission. Christmas activities had very good attendance on Dec. 8. City restriped the downtown parking areas. Construction of sidewalk from Bain Honaker House to Onion Shed is in progress. Holiday run planned by FHS cross country coach was held same day as Dec. Market and was successful. DFW Toys for Tots motorcycle run with over 800 motorcycles came through town on Dec. 1; we are talking with them about hosting the line up next year. Audie Murphy Day planning resumes this month. On Jan. 25 the regional North East Texas Trails Coalition will be hosted in town, with 50 attendees expected. Winter Main Street manager training will be in Llano Jan 30-Feb. 1.

WRAP-UP AND DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

Next board meeting to be held February 11, 2013, at 5:45 PM in the Best Center. Agenda items to include budget and cash flow review, Parkway restrooms design and steps needed to complete, Main Street Program viability, land payments schedule.

ADJOURN

On a motion to adjourn by Jim Dawkins, seconded by David Reynolds, the meeting adjourned at 7:23 PM.

Signatures:

Diane Piwko, President

Leaca Caspari, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
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

January 14th, 2013

The Farmersville EDC met in special session on January 14th, 2013, at 7:12 p.m. at the City of Farmersville Council Chambers with the following members present: Robbie Tedford, Bob Collins, and Kevin McGuire. Staff members present were City Manager Ben White and City Accountant Daphne Hamlin. Special guest recognized was Mayor Joe Helmberger

CALL TO ORDER

Robbie Tedford convened the meeting at 7:12 p.m. and announced that a quorum was present.

RECOGNITION OF CITIZENS/VISITORS

Staff members present were City Manager Ben White and City Accountant Daphne Hamlin. Special guest recognized was Mayor Joe Helmberger

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

City Manager Ben White updated the 4A EDC Board in regards to the progress on the Highway 380 reconstruction. TxDot has been in contact with Ben in regards to the closure of the Main Street Bridge. Closure is scheduled for (1) one year. Ben and Mayor Joe Helmberger are working with TxDot to keep a lane of traffic open. A meeting between the City and TxDot is scheduled next week.

UPDATE REGARDING COMPREHENSIVE PLAN

City Manager Ben White updated the 4A EDC Board in regards to the progress on the Comprehensive Plan. Ben stated on January 24th, 2013 a public hearing will be held with the Planning and Zoning Committee. Also, the City will have the Comprehensive Plan posted on the City's website. The Comprehensive Plan is scheduled to go before City Council on February 26th, 2013 for final approval and should be in place by April 2013.

Robbie asked the 4A EDC Board for input. Kevin stated he would like to be able to adjust plans when necessary and Bob stated the City still has a ways to go but the real issue is implementation.

UPDATE REGARDING COLLIN COLLEGE

Bob updated the 4A EDC Board in regards to the Farmersville Collin College Campus. Bob stated that a meeting is scheduled on the 22nd of January and a retreat is scheduled on the 13th of February.

UPDATE REGARDING PIPELINE

City Manager Ben White updated the 4A EDC Board on the Pipeline project. Ben feels that the pipeline is going to be a safe project. Ben said as long as it does not hold the College back he feels everything will be fine. Kevin asked if the City had any rights on the pipeline construction. Ben felt as though the City's hands are tied but feel so far not an issue.

CONSIDERATION AND POSSIBLE ACTION REGARDING FAÇADE GRANT APPLICATION

An Application for a Façade Grant was received from the Methodist Church. Robbie asked if everyone received rules regarding the Façade Grant. Robbie stated that the Church is a very intricate part of the community but it was not the intent or the purpose of the Façade Grant. Kevin asked if any other churches have applied for the Façade Grant.

Robbie suggested that the 4A EDC Board revisit the intent of the program and to tighten to business only. Kevin stated he feels this would add value and some form of economic value. Bob agreed with Kevin that the upgrade would benefit the entire community. Bob agrees to approve and to revisit the rules in the fall.

On a motion by Bob Collins and second by Kevin McGuire to make an exception in this case and not to exceed \$8,500.00 dollars and to revisit policy and guidelines, Motion carried unanimously.

RECEIVE REPORTS FROM EDC BOARD MEMBERS FOR BOARD MEETINGS OF COLLIN COLLEGE, NTMWD, COLLIN COUNTY AREA REALTORS AND COLLIN COUNTY COMMISSIONER'S COURT

No update provided

CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT

Regarding the Collin College Donation, Robbie stated the \$7,500 budgeted for this item and to partner with Farmersville Community Development Corp 4B to match the \$10,000 donation (Rio Grande Partner). Daphne will contact Farmersville Community Development Liaison Adah Leah Wolf.

CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR DECEMBER 2012 AND REQUIRED BUDGET AMENDMENTS.

On a motion by Kevin McGuire and second by Bob Collins the Board approved the December 2012 Finances, Motion carried unanimously.

CONSIDERATION AND POSSIBLE APPROVAL OF THE MINUTES OF THE DECEMBER 19TH, 2012 MEETING

On a motion by Bob Collins and a second by Kevin McGuire the Board approved the December 19th, 2012 minutes, Motion carried unanimously.

DISCUSSION IN CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA

Pipeline

Creating stand alone nonprofit organization

Broadband-wideband in Industrial Areas

ADJOURNMENT

On a motion by Kevin McGuire and a second by Bob Collins, The Board adjourned at 7:42p.m.

Robbie Tedford, President

ATTEST:

Chris Lair, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: INFORMATIONAL ITEM – Parks Board Minutes

The Parks and Recreation Board did not meet during the month of January. The Board has a meeting scheduled for February 19, 2013.

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: February 12, 2013
SUBJECT: INFORMATIONAL ITEM – Main Street Board Minutes

The Main Street Board has not met since October 2012. The next Main Street Board meeting is scheduled for February 19, 2013.

Electronic minutes are found at the following link:

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

(III - G)



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: INFORMATIONAL ITEM – Main Street Report

Main Street Report is attached.

(III - H)



Main Street Monthly Report
January 2013
 Reported by Adah Leah Wolf, Manager



ORGANIZATION:

9,16,23	City Staff Meetings
7	Museum planning meeting. Renderings received from Chase Daniel. Jerry Hart nominated to serve on the Farmersville Heritage Museum board.
8	Manager attends City Council. City Council renews annual agreement with Texas Historical Commission for Main Street Program.
9	Manager receives performance evaluation
14	4B Board Meeting. Preparation of meeting materials, minutes, handouts, posting, etc.
30-31	Manager attends winter Main Street Manager training in Llano (one of two required trainings per year)
31	Farmersville Main Street receives National Main Street Designation for 2013 while at Main Street training. This is the 13 th year the city has received this honor, which is every year we have been in the Main Street Program!
	Researched Economic Development training opportunities

PROMOTION:

3, 29	Meeting with Bess Eitel regarding market preparations.
5	Press releases sent to area media re: National Main Street designation.
	Preparations for Farmers & Fleas Market: ads placed, press releases submitted, numerous vendors contacted, bills paid, volunteers contacted.
5	Farmers & Fleas Market. Clay Potter holds auction preview on same day.
17	Audie Murphy Day planning committee meeting. Facebook page created: https://www.facebook.com/AudieMurphyDay
24	50 goodie bags assembled for Northeast Texas Trails Coalition meeting (merchants solicited for items)
25	City hosts Northeast Texas Trails Coalition Board and general meeting: discussion about Chaparral Trail improvements and promotion. Tour of Chaparral Trail after the meeting.
29	February Main Street calendar and e newsletter sent to distribution lists, and mailed to those without email.
29	Met with representative from "Texas Wide Open for Business" publication regarding advertising
	Volunteer Jack Smith provides photos of Ellie's Eatery and horizontal views of buildings for use on website
	Manager met with City Secretary and website representatives via conference call; City website has been refreshed. Content and photos updated on website.

DESIGN:

	New front doors have been completed for Ellee's Eatery- 106 McKinney Street
	Owners of 112 McKinney Street, Austin and Clara Hill, requested design assistance from the Main Street architects. Renderings received. They are applying for a 4A façade grant and want to remove the aluminum slipcover from their building. The original limestone and iron columns are underneath the slipcover.
	Construction of sidewalk extension from Bain Honaker House to Onion Shed, and ADA ramp area near Meguire Building are under construction (part of Main Street Capital Fund Grant)
	Merchants who decorated the Holiday snowmen were contacted, and snowmen were placed in cold storage by merchants and by the city, for next winter.
	Spoke with Sarah Jane Blankenship at Texas Main Street re: conducting a visual merchandising workshop.
15	Met with Ben White re: planning for way finding signs
18	Coordinated telephone consultation with Texas Main Street architect Howard Langner and contractor Guillermo Alvarez regarding drainage issues at 100 McKinney Street building.
25	Mtg with Doris Williams regarding tree growing in back courtyard.

	Communication with Randy Clark re: low spot in sidewalk affecting water drainage.
29	Spoke with Denny Allen re: his building at 111 McKinney Street.
29	Meeting with Guillermo Alvarez regarding design assistance for 112 McKinney Street. (Austin's Cleaners)
	Wanda Green makes roof repairs to her building at 208 McKinney Street.

ECONOMIC RESTRUCTURING:

4	Met with Samantha Hurst and Rachel Bird, at their new office located in Independent Bank (Farmersville Foundation Tooling company).
15	Meeting with Natalie Hays at Independent Bank re: hosting FDMA meeting
17	Attended Chamber Breakfast networking meeting at Charlie's Hamburgers
17	Meeting with Kris Washam regarding plans for business expansion.
17	Downtown Merchants meeting, hosted by Independent Bank. Sidewalk sales encouraged for market days.
	Peggy Harmon is a tenant in Patti and Kevin Meguire's building at 301 McKinney St.
	Main Street Reinvestment Statistics report updated to reflect 4 th quarter of 2012. (see handout)
	Main Street renewed the Shopdowntownfarmersville.com domain and hosting for 3 years: Kris Washam has volunteered to manage the site for the downtown merchants.

Volunteer hours contributed in January: 125



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: INFORMATIONAL ITEM – Building & Property Standards Minutes

The Building and Property Standards Board did not meeting during the month of January. 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: February 12, 2013
SUBJECT: INFORMATIONAL ITEM – TIRZ Minutes

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

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: February 12, 2013
SUBJECT: Public Hearing – Consider, discuss and act upon a request for replat in the Aston Estates Subdivision for the Church of Jesus Christ of Latter Day Saints Church located at 513 Sycamore which is at the corner of Jouette and Sycamore Streets

- Site plan has been delivered to Council for review. The Site Plan is available for public view in the City Secretary's Office during normal business hours.
- P&Z recommended approval.

ACTION: ACTION:

- a) Open the Public Hearing and call the time.**
- b) Ask for anyone to come forward and speak who is FOR the replat.**
- c) Ask for anyone to come forward and speak who OPPOSES the replat.**
- d) Close the Public Hearing and call the time.**
- e) Council to discuss the matter and approve or disapprove the replat per the Site Plan.**

(IV – A)



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Public hearing to consider, discuss and act upon the only reading of an ordinance to amend the Planned Development Ordinance for the Church of Jesus Christ of Latter Day Saints located at 513 Sycamore Street, Farmersville

- Recommendation letter from City Engineer
- Recommendation letter from City Manager
- Ordinance is attached for review
- P&Z recommended approval of the Planned Development Ordinance

ACTION: ACTION:

- a) Open the Public Hearing and call the time.
- b) Ask for anyone to come forward and speak who is FOR the Planned Development Ordinance amendment.
- c) Ask for anyone to come forward and speak who OPPOSES the Planned Development Ordinance amendment.
- d) Close the Public Hearing and call the time.
- e) Council to discuss the matter and approve or disapprove the Planned Development Ordinance amendment with the only reading of the ordinance.



DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

24 January 2013

Mr. Ben White, City Manager & Public Works Director
City of Farmersville
205 S Main Street
Farmersville, Texas 75442

RE: Sycamore Street Church Addition
Replat & Site Plan

Mr. White:

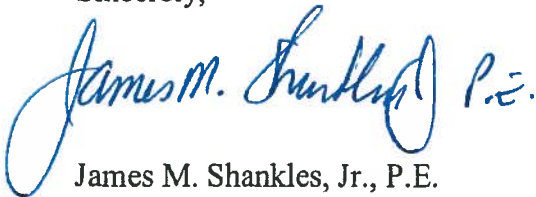
The replat for the Sycamore Street Church Addition and the site plan for the Farmersville LDS Meetinghouse have been reviewed according to the Farmersville Comprehensive Zoning Ordinance and the Subdivision Regulations.

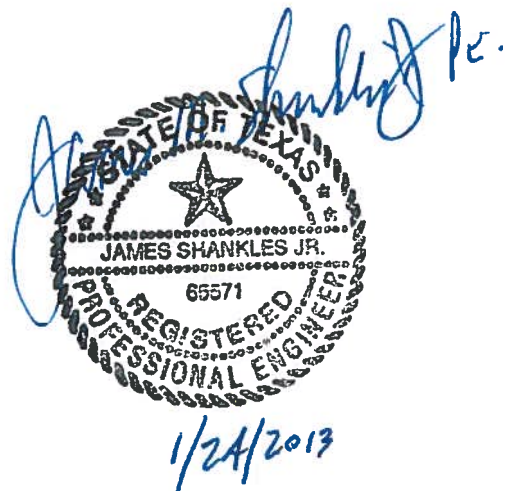
It is recommended that the replat and the site plan be approved by the City of Farmersville Planning & Zoning Commission subject to the following:

1. The Owner's Certificate shall be signed by the owner and notarized on the replat.

Please contact me if you should have any questions or need additional information.

Sincerely,


James M. Shankles, Jr., P.E.





24 January 2013

Mr. Tom Waitschies, Chairman
Planning and Zoning Commission
City of Farmersville
205 South Main Street
Farmersville, Texas 75442

Subject: Sycamore Street Church Addition Planned Development Recommendation Letter

Dear Mr. Waitschies,

The planned development documentation for Sycamore Street Church Addition is complete and ready for submission to the City of Farmersville Planning and Zoning Board. The documentation meets the required submission standards as noted below:

1. The documentation set is technically complete.
 - a. A signed application is on file.
 - b. Required supporting documentation has been provided by the owner such as tax certificates and other technical documentation.
 - c. Fees have been paid.
 - d. The owner is not indebted to the City of Farmersville.
 - e. The City of Farmersville Engineer has reviewed and approved the replat and the site plan. Previously noted exceptions to the replat have been corrected. Please see attached.
 - f. The planned development document has been approved by the City attorney.
2. The City of Farmersville Public Works Director has verified the package has followed the correct process steps.
3. The documentation set has the correct number of copies.

I recommend the Sycamore Street Church Addition planned development be approved and move forward for subsequent City Council approval.

Sincerely,

A handwritten signature in blue ink, appearing to read 'B. White', with a large, stylized loop at the end.

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

**CITY OF FARMERSVILLE
ORDINANCE #O-2013-0212-003**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE COMPREHENSIVE ZONING ORDINANCE, ORDINANCE NO. 2004-01, AS AMENDED, THROUGH THE AMENDMENT OF ORDINANCE NO. 2002-13 THAT ESTABLISHED PLANNED DEVELOPMENT DISTRICT (PD) ZONING FOR RESIDENTIAL USES HAVING A BASE ZONING DISTRICT OF SF-3 ONE FAMILY DWELLING DISTRICT USES ON APPROXIMATELY 13.05 ACRES OF LAND IN THE W. B. WILLIAMS SURVEY, ABSTRACT NO. 952, IN FARMERSVILLE, COLLIN COUNTY, TEXAS, BY INCORPORATING INTO SAID ORDINANCE AMENDMENTS PREVIOUSLY APPROVED BY THE CITY COUNCIL ON NOVEMBER 8, 2005, THAT AMENDED CERTAIN OF THE STANDARD REQUIREMENTS OF THE BASE ZONING DISTRICT AND DELETED THE SITE PLAN ATTACHED THERETO AS EXHIBIT B AND REPLACED SAID SITE PLAN WITH A NEW SITE PLAN AND BY AMENDING THE SITE PLAN APPROVED IN 2005 BY ADOPTING A NEW SITE PLAN FOR THE SECOND PHASE OF DEVELOPMENT ON APPROXIMATELY 3.25 ACRES OF THE SUBJECT PROPERTY FOR A CHURCH FACILITY AND REQUIRING THAT THE PROPERTY BE DEVELOPED IN ACCORDANCE WITH THE SITE PLANS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, on or about October 17, 2005, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Farmersville, Texas, recommended that Ordinance No. 2002-13 be amended by amending certain of the standard requirements of the base zoning district and by deleting the Site Plan attached thereto as Exhibit B and replacing said Site Plan with the Site Plan attached hereto as Exhibit B-1; and

WHEREAS, on or about November 8, 2005, after public notice and public hearing as required by law and upon due consideration of the recommendation of the Planning and Zoning Commission, the City Council of the City of Farmersville, Texas, approved the amendment of Ordinance No. 2002-13 by amending certain of the standard requirements of the base zoning district and by deleting the Site Plan attached thereto as Exhibit B and replacing said Site Plan with the Site Plan attached hereto as Exhibit B-1 (the "2005 Site Plan"); and

WHEREAS, there does not appear to be an ordinance reducing the determination of the City Council of the City of Farmersville, Texas, regarding the amendment of Ordinance No. 2002-13 to writing in conformity to the decision of the City Council as reflected in the approved minutes of the November 8, 2005, meeting and the City desires to incorporate that previous determination with this amendment to Ordinance No. 2002-13; and

WHEREAS, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Farmersville, Texas, has recommended that the 2005 Site Plan be amended by adopting a new Site Plan for the second phase of development on approximately 3.25 acres of the subject property for a church facility and requiring that said property be developed in accordance with the Site Plan attached hereto as Exhibit B-2 (the "LDS Site Plan"); 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 public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the City of Farmersville and of all testimony and information submitted during said public hearings, has determined that in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City, Ordinance No. 2002-13 should be amended by amending certain of the standard requirements of the base zoning district and by deleting the Site Plan attached thereto as Exhibit B and replacing said Site Plan with the Site Plans attached hereto as Exhibits B-1 and B-2 and as hereinafter described;

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

SECTION I. 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 II. 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 Map of the Comprehensive Zoning Ordinance, Ordinance No. 2004-01, as amended, 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 the City's 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 Site Plan attached to Ordinance No. 2002-13 as Exhibit B is hereby deleted in its entirety and replaced with the 2005 Site Plan and the 2005 Site Plan is hereby amended, in part, by adopting a new Site Plan for the second phase of development on approximately 3.25 acres of the subject property for a church facility and requiring that approximately 3.25 acres of the property be developed in accordance with the LDS Site Plan.

SECTION III. From and after the adoption of this Ordinance, Subparagraph a) of Section II of Ordinance No. 2002-13 is deleted in its entirety and replaced with a new Subparagraph a) to read as follows:

a) The property identified in Exhibit A shall be developed in accordance with the site plan documents, hereinafter referred to collectively as the "Site Plan," attached hereto as Exhibits B-1 and B-2 and made a part hereof. In the event of any conflict between Exhibit B-1 and Exhibit B-2 regarding the development of the 3.25 acre LDS church site the requirements of Exhibit B-2 shall control.

SECTION IV. It is directed that the official zoning map of the City of Farmersville be changed to reflect the zoning classification established by this Ordinance.

SECTION V. All provisions of the ordinances of the City of Farmersville in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Farmersville not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION VI. It is hereby declared to be the intention of the City Council 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 shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION VII. Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Farmersville, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION VIII. This ordinance shall be in full force and effect from and after its passage, approval, recording, and publication as provided by law.

PASSED on first and final reading on the 12th day of February, 2013, at a properly scheduled meeting 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 12th DAY OF FEBRUARY, 2013.

APPROVED:

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary

Exhibit B-1
2005 Site Plan

Exhibit B-2
LDS Site Plan



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Public hearing to consider, discuss and act upon a recommendation to adopt the new Comprehensive Plan and replace the existing Land Use Plan by first reading of an ordinance

- Ordinance is attached for review.
- P&Z recommended approval the Comprehensive Plan

Please click on the following link to review the latest version of the Comprehensive Plan:

http://www.farmersvilletx.com/government/comprehensive_planning/docs/FarmersvillePlan013013.pdf

ACTION: ACTION:

- a) Open the Public Hearing and call the time.**
- b) Ask for anyone to come forward and speak who is FOR the new Comprehensive Plan.**
- c) Ask for anyone to come forward and speak who OPPOSES the new Comprehensive Plan.**
- d) Close the Public Hearing and call the time.**
- e) Council to discuss the matter and approve or disapprove the ordinance to adopt the Comprehensive Plan with only one reading of the ordinance.**

(IV – C)

**CITY OF FARMERSVILLE
ORDINANCE # O-2013-0226-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING FARMERSVILLE CODE OF ORDINANCES ADOPTING THE FARMERSVILLE COMPREHENSIVE PLAN AND ALL COMPONENT PLANS CONTAINED THEREIN; REPEALING ALL CONFLICTING ORDINANCES, ORDERS, OR RESOLUTIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2012 the City Council and the citizens of Farmersville jointly undertook an update of the City's Comprehensive Plan originally adopted in 1996 due to anticipated urbanization as well as an expected population growth; and

WHEREAS, on or about January 24, 2012, the City Council approved the Comprehensive Plan Scope with an agreement with the City Engineer to develop and document the Comprehensive Plan in accordance to the Scope document; and

WHEREAS, the Comprehensive Plan was separated into distinct parts and the parts were considered in a logical, sequential order by the City Council; and

WHEREAS, the aforementioned components of the Comprehensive Plan were the Farmersville Vision, Farmersville's Demographic Trends, Land Use Plan, the Transportation Plan, the Utilities/Infrastructure/Public Facilities Plan , Parks and Open Space Plan, and the Strategic Implementation Plan; and

WHEREAS, the 2013 Comprehensive Plan updates the 1996 Farmersville Comprehensive Plan with the city utilizing the following planning tools: Chapter 65: Subdivision Ordinance (2007) and Chapter 77, Zoning Ordinance (2008), a Zoning map (2008), a Thoroughfare Plan Map (2011) and a Future Land Use Map (2004), these documents providing a basis for the development of this plan; and

WHEREAS, The City of Farmersville 2013 Comprehensive Plan establishes and articulates a community based vision to: retaining the small City feel and sense of identity of the city; continuing to enhance the City's high quality of life, with emphasis on parks, trails, natural areas and open spaces; creating quality jobs in the City so people can live, work and play within Farmersville, and the City's youth will remain in the City; supporting infrastructure improvements to provide a solid basis for future growth; protecting and enhancing the unique historic center; providing linkages between central Farmersville and other areas of the City; continuing to enhance the education system at a variety of levels which include public education, job training and community college; and providing an environment where community spirit flourishes and people want to continue to volunteer and be involved in the community; and

WHEREAS, the City Council and the citizens of the City of Farmersville continue to recognize the value of a complete Comprehensive Plan to guide growth and development of the City; and

WHEREAS, the Farmersville Comprehensive Plan updates and reaffirms all of the components intends to continue the stated vision to not only preserve the country atmosphere and natural environment that makes Farmersville a unique and desirable community, but also create a great place to live, work and play that sustains the community that has been created;

WHEREAS, after public 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 of the City of Farmersville, Texas, has determined that it is in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City of Farmersville that the Comprehensive Plan of the City of Farmersville, Texas, be adopted together with all of the component plans associated therewith, making up and comprising the Comprehensive Plan.

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

SECTION 1: All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Farmersville, and they are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2: All component Plans referenced in the preamble to this Ordinance, as updated and amended, specifically including the Land Use Plan, seven (7) Area Plans, ten (10) Specific Plan Areas, the Urban Design Plan, the 2010 Parks and Trails Comprehensive Plan Update, the Open Space Plan, the Thoroughfare Plan, the 2009 Water Comprehensive Plan, the 2009 Wastewater Comprehensive Plan, and the Economic Development Plan are hereby adopted as the Farmersville Comprehensive Plan. A true and correct copy of the Farmersville Comprehensive Plan adopted by and through this ordinance is attached hereto as Exhibit A.

SECTION 3: This Ordinance shall be cumulative of all provisions of ordinances of the City of Farmersville, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances or any resolution of the City, in which event the conflicting provisions of such ordinances or resolutions are hereby repealed.

SECTION 4: It is hereby declared to be the intention of the City Council 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 shall be declared unconstitutional by any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences,

paragraphs, and sections of this Ordinance, since same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

SECTION 5: This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the City of Farmersville, Texas.

PASSED on first reading on the 12th day of February, 2013, and second reading on the 26th day of February, 2013 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:

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Second Reading – Consider, discuss and act upon an ordinance to amend/change the regulations for the use of the Chaparral Trail

- Ordinance is attached for review
- First reading was approved on January 22, 2013

ACTION: Approve or disapprove the ordinance as presented.

(V – A)

**CITY OF FARMERSVILLE
ORDINANCE # O-2012-0212-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING FARMERSVILLE CODE OF ORDINANCES AMENDING CHAPTER 50, PARKS AND RECREATION, ARTICLE II. – PARK REGULATIONS, DIVISION 3. “CHAPARRAL TRAIL”; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION I: That Chapter 50, Parks and Recreation, Article II. – Park Regulations, Division 3. “Chaparral Trail” of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended to read as follows:

“Section 50-100 Use.

.....

AMENDMENT OF ARTICLE II “PARK REGULATIONS, DIVISION 3. ‘CHAPARRAL TRAIL’,” BY DELETING EXISTING SECTION 50-100, ENTITLED “USE,” AND REPLACING SAID SECTION WITH A NEW SECTION 50-100 ALSO ENTITLED “USE.”

Chaparral Trail is to be used as a hiking, biking, walking and jogging trail, and to include nonmotorized use such as roller skating and skate boarding. Equestrian activity is allowed on both the improved and unimproved surfaces of the Chaparral Trail. Use of any and all motorized vehicles is specifically prohibited.

“Section 50-101 Hours of use.

.....

AMENDMENT OF ARTICLE II “PARK REGULATIONS, DIVISION 3. ‘CHAPARRAL TRAIL’,” BY DELETING EXISTING SECTION 50-101, ENTITLED “HOURS OF USE,” AND REPLACING SAID SECTION WITH A NEW SECTION 50-101 ENTITLED “HUNTING.”

It shall be unlawful to hunt on the Chaparral Trail.

“Section 50-104 Camping, cooking and hunting.

.....

AMENDMENT OF ARTICLE II “PARK REGULATIONS, DIVISION 3. ‘CHAPARRAL TRAIL’,” BY DELETING EXISTING SECTION 50-104, ENTITLED “CAMPING, COOKING AND HUNTING,” AND REPLACING SAID SECTION WITH A NEW SECTION 50-101 ENTITLED “CAMPING AND COOKING.”

Camping and cooking is allowed through a permit with the City of Farmersville on the Chaparral Trail.

"Section 50-106 Parking designated.

.....

AMENDMENT OF ARTICLE II "PARK REGULATIONS, DIVISION 3. 'CHAPARRAL TRAIL'," BY DELETING EXISTING SECTION 50-106, ENTITLED "PARKING DESIGNATED," AND REPLACING SAID SECTION WITH A NEW SECTION 50-106 ENTITLED "PARKING DESIGNATED."

(a) Parking is allowed only in areas so designated.

(b) Vehicles parked illegally will be cited and towed at the owner's expense.

SECTION 2. SEVERABILITY CLAUSE

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

SECTION 3. REPEALER CLAUSE

That all ordinances of the City of Farmersville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed.

SECTION 4: This Ordinance shall take effect after approval and adoption by City Council and with publication of the caption, as the law in such cases provides.

PASSED on first reading on the 22nd day of January, 2013, and second reading on the 12th day of February, 2013 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 12th DAY OF FEBRUARY, 2013.

APPROVED:

BY: _____
Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Only Reading – Consider, discuss and act upon an ordinance to amend Ordinance #O-2012-1113-002 regarding funding through the General Fund for the Main Street Lighting Project

- Downtown Lighting Options reflecting Council chose Option #2 at the January 22, 2013 Council Meeting
- Ordinance is attached for review

ACTION: Approve or disapprove the ordinance as presented.

(V – B)

Texas Capital Fund, Mainstreet Program

Downtown Lighting Options

Total amount funded via grant: \$40,500

The three project options below fund the replacement of lights downtown to accomplish the following goals:

1. Elevate the light poles so the banners will not interfere with pedestrian traffic. Safety issue.
2. Increase light output.
3. Convert to energy efficient LED lighting.
4. Direct light output downward only. Reduce light pollution.
5. Rewire McKinney Street median lighting to fix the following problems:
 - a. Irrigation box only powered at night.
 - b. Provide electrical outlets on both sides of Gazebo with photocell actuated power (with defeat) and constant power. Photocell power for Christmas applications.
 - c. Provide electrical outlets on each lighting pole with photocell actuated power (with defeat) and constant power. Photocell power for Christmas applications.

Options: *(Council chose Option #2 at the January 22, 2013 Council Meeting)*

1. Use grant funds with no additional City provided funds. Budget amendment = \$45K.
 - a. Rewire McKinney Street median light poles and gazebo.
 - b. Replace all the McKinney Street median light poles (10 double light poles).
 - c. Replace 9 light poles to the south of town on Main Street.
2. Use grant funds and supplement with \$12K of City provided funds. Budget amendment = \$33K.
 - a. Rewire McKinney Street median light poles and gazebo.
 - b. Replace all the McKinney Street median light poles (10 double light poles).
 - c. Replace all the Main Street light poles (18 single light poles).
3. Use grant funds and supplement with \$26K of City provided funds. Budget amendment = \$19K.
 - a. Rewire McKinney Street median light poles and gazebo.
 - b. Replace all the McKinney Street median light poles (10 double light poles).
 - c. Replace all the Main Street light poles (18 single light poles).
 - d. Replace all the light poles in the downtown north and south parking lots (11 single light poles).

A budget amendment will be executed at the next council meeting to reflect the option chosen.

**CITY OF FARMERSVILLE
ORDINANCE # O-2013-0212-002**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2012 – 2013 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS, APPROPRIATING THE VARIOUS AMOUNTS HEREIN.

WHEREAS, on November 13, 2012, the City Council of the City of Farmersville adopted Ordinance # O-2012-1113-002; and

WHEREAS, after receiving funding through the Texas Community Development Block Grant Program, the City Council has concluded that it is in the best interest of the residents of the City of Farmersville, Texas that Ordinance # O-2012-1113-002 should be reduced \$12,000 for a total of \$33,000 to be dedicated from the General Fund to complete the Lighting Project through the Texas Community Development Block Grant Program;

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

Section 1. Incorporation of Findings. The findings set forth above are found to be true and correct and are hereby incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

Section 2. Reinstatement of Funds. Per Exhibit "A," the downtown light enhancement funding is to be reduced \$12,000 to the General Fund as the funding has been accommodated by the Texas Community Development Block Grant Program by a funding modification as presented by Exhibit "B."

Section 3. 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 4. Effective Date

(a) The reduction of Ordinance # O-2012-1113-002 shall be effective without any further action by the City upon adoption of this Ordinance.

(b) The City Manager and City Attorney are hereby authorized to take all reasonable and necessary action to comply with the intent of this ordinance.

PASSED on first and only reading on the 12th day of February, 2013 at a properly scheduled meeting 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.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary

CITY OF FARMERSVILLE

EXHIBIT A

FY 2012-2013 Proposed General Fund Balance Revision

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund	\$ 900,513	\$ 1,491,039	\$ 2,649,201	\$ 1,069,935	812,286
Proposed General Fund	\$ 708,786				\$ 708,786
Downtown Lighting	\$ 708,786		\$ 33,000		\$ 695,786

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

Exhibit B

December 20, 2012

The Honorable Joe Helmberger , P.E.
Mayor
City of Farmersville
205 S. Main St.
Farmersville, TX 75442-2209

Re: Texas Community Development Block Grant Program (TxCDBG) Contract No. 710232,
Budget Modification No. 1

Dear Mayor Helmberger:

We are in receipt of your request to modify Exhibit B, Budget, of your Texas Community Development Block Grant Program (TxCDBG) Contract No. 710232. Modifications to the Budget are as follows:

Program Activities	Original Budget	Current Budget	Present +/- \$ Change	Revised Budget
Sidewalk Activities	\$135,000.00	\$135,000.00	-\$40,500.00	\$94,500.00
Lighting Activities	\$0.00	\$0.00	+\$40,500.00	\$40,500.00
Administration Activities	\$15,000.00	\$15,000.00	\$0.00	\$15,000.00
Engineering Activities	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$150,000.00	\$150,000.00	\$0.00	\$150,000.00

After a review of your file, we have verified that the cumulative dollar amount of all transfers among direct budget categories is equal to or less than ten percent (10%) of the total amount of the contract. Therefore, as specified in Section 16 (D) (1) (2) and (3) of your contract, your modification request has been approved and an amendment is not necessary at this time. Except as modified herein, this contract remains unchanged, including all prior modifications.



P.O. Box 12847 Austin, Texas 78711 (512) 463-7476 Fax: (888) 223-8861

www.TexasAgriculture.gov



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: February 12, 2013

SUBJECT: Only Reading – Consider, discuss and act upon an ordinance to amend the budget allowing a Rifle Purchase Program expenditure

- Ordinance is attached for review
- Police Chief Mike Sullivan will be available for questions.

ACTION: Approve or disapprove the ordinance as presented.

(V – C)

**CITY OF FARMERSVILLE
ORDINANCE O-2013-0212-004**

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2012 – 2013 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS, APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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, the City Manager of the City of Farmersville has reviewed the budget and which budget was adopted by the City Council for the Fiscal Year 2012 – 2013; and

WHEREAS, the City Manager of the City of Farmersville believes that the budget requires certain amendments and has submitted to the Mayor and the City Council proposed amendment(s) to the budget of the revenues and expenditures of conducting the affairs of said City, and providing a complete financial plan for the Fiscal Year 2012 – 2013; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Fiscal Year 2012 – 2013 budget to adopt the proposed amendment(s) to the budget of the revenues and expenditures to allow the funding for the Police Department's Rifle Purchase Program which provides added security to conduct the affairs of said City as submitted by the City Manager.

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

SECTION 1. BUDGET AMENDMENT ADOPTION

From and after the effective date of this Ordinance, the amendments to the budget of the revenues and expenditures for the Fiscal Year 2012 – 2013 that are attached hereto as Exhibit "A" and incorporated herein by reference are hereby adopted and the budget for Fiscal Year 2012 – 2013 is hereby accordingly so amended and the amended budget for Fiscal Year 2012 – 2013 adopted.

SECTION 2. SEVERABILITY

It is hereby declared to be the intention of the City Council that the several provisions of this Ordinance are severable, and if any court of competent jurisdiction shall judge any provisions of this Ordinance to be illegal, invalid, or unenforceable, such judgment shall not affect any other provisions of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable.

SECTION 3. REPEALER

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Any and all ordinances,

resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 4. 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 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. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by Texas law.

PASSED on first reading and only reading on the 12th day of February, 2013 at properly scheduled meeting 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 12th DAY OF FEBRUARY, 2013.

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

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Only Reading – Consider, discuss and act upon an ordinance to amend the speed limit along Highway 380 during the construction of Highway 380

- Ordinance is attached for review
- City Manager Ben White will be available for questions.

ACTION: Approve or disapprove the ordinance as presented.

(V – D)

**CITY OF FARMERSVILLE, TEXAS
ORDINANCE # O-2013-0212-005**

AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING ORDINANCE # O-2013-0122-001 TO ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON U.S. HIGHWAY NUMBER 380 OR PARTS THEREOF, WITHIN THE INCORPORATED LIMITS OF THE CITY OF FARMERSVILLE, BY TEMPORARILY LOWERING THE SPEED LIMIT FROM 50 MILES PER HOUR TO 40 MILES PER HOUR ON A CERTAIN DESIGNATED SECTION OF THE MAIN LANES OF U.S. HIGHWAY 380; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville adopted Ordinance # O-2012-0122-001; and

WHEREAS, after considering the traffic patterns as approved by Texas Department of Transportation, it was found that a speed limit of 40 miles per hour was a safe speed to travel through the construction zone along U.S. Highway 380; and

WHEREAS, road construction in the area necessitates that the speed limit on U.S. Highway 380 from Floyd Street to Raymond Street be temporarily lowered from 50 miles per hour to 40 miles per hour during the construction of U.S. Highway 380.

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

SECTION 1.

That Chapter 71, Section 276 of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended as follows, in all other respects said Code, Chapter and Section to remain in full force and effect.

<i>Street</i>	<i>Extent</i>	<i>Speed (mph)</i>
U.S. Highway 380 - Also known as Audie Murphy Parkway	From Floyd Street to Raymond Street	40

SECTION 2.

That all ordinances or portions thereof in conflict with the provisions of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

SECTION 3.

That should any word, sentence, clause, paragraph or provision of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

SECTION 4.

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 Hundred Dollars (\$200.00) for each offense.

SECTION 5.

This Ordinance shall take effect immediately from and after its passage and publication of the caption as required by law and the posting of appropriate signs giving notice of such speed zones.

PASSED on only reading on the 12th day of February, 2013, for the benefit of public safety, at properly scheduled meeting 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 12th DAY OF FEBRUARY, 2013.

APPROVED:

BY: _____
Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Consider, discuss and act upon a resolution to adopt the Rifle Purchase Program and Policy

- A resolution is attached for review which includes the policy and the rifle program
- Police Chief Mike Sullivan will be available for questions.

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

(VI – A)

**CITY OF FARMERSVILLE
RESOLUTION # R-2013-0212-002**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE POLICY AND PROCEDURES FOR THE FARMERSVILLE POLICE DEPARTMENT'S RIFLE PURCHASE PROGRAM, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville acknowledges the need to adopt a Policy and Procedure guide for the Police Department's Rifle Purchase Program by complementing their operating standards; and,

WHEREAS, the City Council has reviewed the Farmersville Police Department's Rifle Purchase Program Policy; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS THAT;

SECTION 1. The City of Farmersville's Police Department Rifle Purchase Program Policy is hereby adopted as the official rifle purchase policy of the City of Farmersville.

SECTION 2. The City of Farmersville's Police Department Rifle Purchase Program is hereby adopted as the official rifle purchase program of the City of Farmersville.

SECTION 3. This Resolution shall take effect immediately from its passage.

SECTION 4. All provisions of the resolutions of the City of Farmersville in conflict with the provisions of this Resolution are hereby repealed, and all other provisions of the resolutions of the City of Farmersville not in conflict with the provisions of this Resolution, shall remain in full force and effect.

DULY PASSED by the City Council of the City of Farmersville on this 12th day of February, 2013.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary

Policy

Payroll Deductions

Standard payroll deductions may include Medicare, OASDI, and FICA, medical, dental and life insurance, credit union, savings, US Savings Bonds, deferred compensation, TMRS, United Way, unreimbursed medical and child care expenses (IRS, Section 125), and child support.

The City of Farmersville shall allow police officers to purchase essential equipment authorized by the department through payroll deduction. Said "equipment" payroll deductions must go before city manager and city council for approval. Upon approval, an employee may select item(s) to be purchased and submit the invoice listing the items and prices, including taxes, for the purchase to be paid through payroll deduction.

Since the purchase is for personal use, but is job related, and is not owned by the City, purchases are subject to sales taxes. The City reserves the right to set a minimum amount to be deducted as well as a time limit, in which said purchase must be paid off completely. In regards to equipment purchases, the city would desire to complete all payroll deductions within the fiscal year in which the purchases are made. Any extensions to equipment purchases must have city manager approval.

Filing Process

Upon approval, a copy of the invoice must be submitted by the department head to the city manager and finance. Said invoice must be accompanied with a completed employee payroll deduction form for processing. The original invoice should accompany the payment authorization form submitted by the department to the purchasing department for payment to the vendor.

In the event employment with the city terminates for any reason prior to repayment of the full amount due under the purchase agreement, the entire remaining balance shall become immediately due and payable to the city. The remaining balance, if any, upon termination of employment, shall be deducted from the employee's final paycheck. If there are not sufficient funds in the employee's final paycheck to pay the remaining balance, the City may withhold the employee's final paycheck until the remaining balance has been paid in full.

Rifle Program

The city and police department recognize the need for its police officers to be fully prepared to function in their duties as police officer's for the City of Farmersville. Purchasing and issuing specialized weapons such as rifles, in order to engage active shooters and suspects with like weapons is a unique situation in which, one weapon and/or piece equipment is not easily interchangeable between officers.

Due to the various physical size, fit, and sight alignment of officer's, issuing a "set" specialized department weapon to an officer is problematic. Additionally, the financial impact to the department to issue a specialized weapon fitted to each officer is not economically feasible. For that reason, the city offers a onetime purchase rifle program, in which the officer can order a department approved rifle.

The city agrees to fund the non-interest purchase but the officer must repay the amount funded back to the city through payroll deduction. The purchase and payroll deduction must be completed within the fiscal budget year. The amount to be deducted will be calculated based on the number of pay checks left in that year. The rifle and its components will be bid through a department approved vendor. Once approved, the officer will submit a payroll deduction authorization form to the department head.

This specialized weapon is a personally owned weapon, but it's also used during the course of your duties as a police officer. Before delivery is made to the officer, said weapon will be delivered to a Federal Firearms License Holder, selected by the department and who will complete the required ATF paperwork. Once completed, the weapon will be delivered to the officer.

The officer is required to attend an approved 40 hour rifle course before said weapon can be carried on duty. Additionally, the Farmersville Police Department has a weapons policy in which the officer must qualify at 90% on an approved rifle qualification course annually.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Consider, discuss and act upon a presentation from a representative with Diana McIver & Associates regarding a potential development at Murphy's Crossing and a request for funding

- Email from Janine Sisak, Senior Vice President/General Counsel for Diana McIver & Associates regarding funding contribution from the City of Farmersville
- Information regarding the proposed housing
- Corporate profile for Diana McIver & Associates

ACTION: Consider, discuss and act upon the information presented.

(VI – B)

Edie Sims

From: Janine Sisak [janines@dmacompanies.com]
Sent: Thursday, January 17, 2013 3:08 PM
To: Edie Sims
Subject: The Cornerstone at Murphy's Crossing
Attachments: CornerstoneExecutive Summary.pdf; Pre-App Log Region 3 Rural.pdf; DMA Corporate Profile December 2012_Email.pdf

Edie:

As we discussed, here is some more information on our proposed workforce housing deal. See Executive Summary and our corporate profile attached (so you have it handy).

Just last week, we received the pre-application log from TDHCA (also attached), the state agency who provides our funding, and we are in third place behind a proposed deal in Howe, Texas, and a proposed deal in Forney, Texas. There is only enough funding for one of these deals. Because we are four points behind the leader, we will need to receive the maximum points possible under the two remaining point categories. Those outstanding point categories are:

- Financial commitment from the local political subdivision. Between 9-13 points for this category, but we really need to hit the 13 point category in order to beat our competitors. We would need to apply for these funds soon, and the city would need to pass a resolution approving a financial contribution equal to these amounts no later than March 1. The financial contribution can be in the form of a construction and/or permanent loan with an interest rate no higher than 3 percent per annum and a term of at least five years (but it can be pre-paid at any time), a grant, and/or in-kind contribution (like fee waivers, including permitting fee waivers and impact fee waivers). Typically, with small cities, either the loan or the fee waivers are the most attractive options.

		13	
\$24,758		Pts	
\$16,505	12		Pts
\$8,253	11		Pts
\$4,126	10		Pts
\$1,651	9		Pts

- Written support from state senator and/or state representative. 14 points. Typically, we are able to get support on state level if the local city supports the project

Please note that I discussed the concept of a financial contribution with Ben last month. Since that time, however, we now have more information on our competitors, and unfortunately need to seek a greater contribution from the City of Farmersville in order to. I would be happy to come up to meet with you, and Ben and the mayor at your earliest convenience to discuss how this can be structured in a way that is not onerous for the City of Farmersville. And as we discussed, I am happy to give a full presentation to the City Council at both council meetings in February. By that time, we should have a site plan and some elevations to share.

We are very interested in becoming a part of the Farmersville community. We feel like our product would be very popular, especially in our proposed location near the future community college campus, and near the assisted living facility on Bob Tedford. I am hopeful that if the City wants this project and can find a way to lend some financial support, that we could ultimately outscore our competitors and receive the funding for this worthwhile project.

Thanks, Edie for your time and assistance.

Janine

Janine Sisak
Senior Vice President/General Counsel
Diana McIver & Associates, Inc.
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746
Phone: 512-328-3232 ext. 166
Fax: 512-328-4584

EXECUTIVE SUMMARY
The Cornerstone at Murphy's Crossing
Farmersville, Texas
TDHCA #13200

About the Proposed Housing

The Cornerstone at Murphy's Crossing is proposed as a newly constructed apartment community of approximately 64 units in the town of Farmersville, in Collin County. The development site, located on Bob Tedford Drive, is approximately 6 acres.

This apartment complex will include one and two story buildings with apartment units and amenities, and will target a mix of incomes as follows:

# of units	Type	Square Footage	Rent	Income Eligibility
2	1 Br/1 Ba	750 sq. ft.	\$309	30% of Median
4	1 Br/1 Ba	750 sq. ft.	\$572	50% of Median
4	1 Br/1 Ba	750 sq. ft.	\$650	60% of Median
6	1 Br/1 Ba	750 sq. ft.	\$700	Market
3	2 Br/2 Ba	980 sq. ft.	\$377	30% of Median
16	2 Br/2 Ba	980 sq. ft.	\$692	50% of Median
9	2 Br/2 Ba	980 sq. ft.	\$750	60% of Median
4	2 Br/2 Ba	980 sq. ft.	\$800	Market
4	3 Br/2 Ba	1,200 sq. ft.	\$804	50% of Median
8	3 Br/2 Ba	1,200 sq. ft.	\$850	60% of Median
4	3 Br/2 Ba	1,200 sq. ft.	\$900	Market

Currently the income eligibility level for a 30% unit is \$14,190 for a single person, \$16,200 for a couple, and \$18,240 for a small family. The 50% income level is \$23,650 for a single person, \$27,400 for a couple, and \$30,400 for a small family. The 60% income level is \$28,350 for a single person, \$32,400 for a couple, and \$36,480 for a small family. These limits are adjusted annually.

Each apartment unit will include 9' ceilings, a full appliance package, washer/dryer hookups, ceiling fans, and a private patio with secured storage. The buildings will be designed to maximize energy efficiency, including dual pane insulating windows, insulation that exceeds code for walls and ceilings, and high SEER rated air conditioners. The design will feature a hardiplank siding with either brick or stone accents and will include several community spaces, such as:

- ❖ A community room with covered patio and "party kitchen" for gatherings, resident meetings, and special social events;
- ❖ A library/T.V. lounge;
- ❖ A movie theater;
- ❖ A business center where residents can utilize computers to access the Internet;
- ❖ A fitness room;
- ❖ Manager and leasing offices;
- ❖ Maintenance office/workroom/storage; and
- ❖ Laundry facilities.

Additionally, services will be provided onsite, at no cost to the residents. Such services will include social and educational activities, financial and credit counseling, and home ownership trainings.

About the Financing

DMA will be applying to the Texas Department of Housing and Community Affairs (TDHCA) for funding under the Housing Tax Credit program. This program, established by the Congress in 1986, provides incentives to the private sector for investing in affordable housing. The program is regulated by the Internal Revenue Service and administered by State Housing Finance Agencies. Private investors infuse equity into the affordable developments, receiving tax credits for their equity contributions. This infusion of equity ensures that the property have a relatively low mortgage, allowing the development to charge rents that are affordable to persons with incomes at or below 60% of Area Median.

DMA will also be applying to TDHCA's HOME Investment Partnerships Program (HOME Program). Authorized under the Cranston-Gonzales National Affordable Housing Act, the purpose of the program is to expand the supply of decent, safe, affordable housing through partnerships with Units of General Local Governments and non-profit or for-profit entities. TDHCA's HOME Division is responsible for administering the HOME program by awarding grants and loans to entities providing affordable housing to low-income families and seniors.

For additional information, please contact Diana McIver or Janine Sisak with DMA Development Company, LLC, at (512) 328-3232 or by mail at 4101 Parkstone Heights Drive, Suite 310, Austin, TX 78746.

HOUSING DEVELOPMENT

MANAGEMENT

CONSULTING



The DMA Companies

Diana McIver & Associates, Inc.
DMA Development Company, LLC
DMA Properties, LLC
DMA Property Advisors, LLC



4101 PARKSTONE HEIGHTS DRIVE

SUITE 310

AUSTIN, TX 78746

www.dmacompanies.com

PHONE: 512-328-3232

FAX: 512-328-4584

THE DMA COMPANIES

HOUSING DEVELOPMENT: **DMA Development Company, LLC (DDC)** was created in recognition of the need for affordable housing in small cities and rural communities. DMA Development enjoys an excellent reputation in the industry as a “for profit” developer with a “nonprofit” heart. Building upon the success of Diana McIver & Associates as development consultants for nonprofits, Diana McIver embarked upon the development of small to mid-size apartment communities in rural areas and smaller cities utilizing the Housing Tax Credit program. By building relationships with investors and lenders, and convincing them of the importance of building quality affordable housing beyond the boundaries of major metropolitan areas, DMA Development Company has been able to assist communities in Texas and in Georgia with their housing needs.

CONSULTING: **Diana McIver & Associates, Inc. (DMA)** provides a full range of development and financial services to individuals, organizations, and public agencies involved in the development, acquisition, and management of multifamily housing, with special emphasis on affordable and special needs housing. Services typically provided include demographic and feasibility analysis, site selection and negotiation, applications for financing, identification and selection of development team members, development oversight and coordination, financing, construction monitoring, and review of administrative and management functions.

MANAGEMENT: **DMA Properties, LLC (DP)** was formed for the purpose of providing property management services to multifamily rental communities developed by DMA Development Company. DMA Properties oversees 1,500 units of affordable and market rate housing and provides services for residents of DMA communities. **DMA Property Advisors, LLC (DPA)** was formed in October 2010 for the purpose of providing third party property management services to multifamily rental communities. DPA currently manages 160 units of affordable and market rate housing.

DMA DEVELOPMENT COMPANY, LLC

DMA DEVELOPMENT COMPANY, LLC (DDC) was formed in 1999 by Diana McIver for the purpose of developing and owning affordable and market-rate properties. It was an outgrowth of Diana McIver & Associates, Inc. (DMA), which has a successful history of providing development consulting services to nonprofit organizations. Both companies share staff and office space. The distinction between DMA Development Company, LLC (DDC), and Diana McIver & Associates, Inc. (DMA) is that DDC develops properties for its own portfolio, whereas DMA provides development services on a consulting basis for clients. DMA Development Company, LLC is 100% owned by Diana McIver and certified as a Historically Underutilized Business.



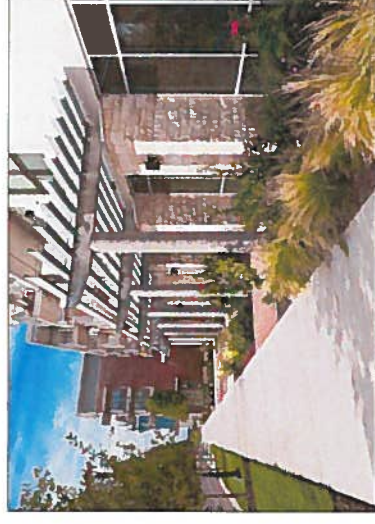
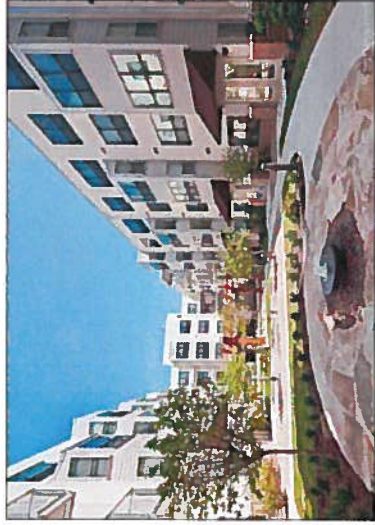
DMA DEVELOPMENT COMPANY, LLC—DEVELOPMENT EXPERIENCE SUMMARY

Property Name	City	# Of Units	Type	Placed In Service	Financing Structure
Completed Developments					
Sandia Crossing	Luling, TX	40	WF	2000	Housing Tax Credits
The Oaks at Winding Way	Gonzales, TX	40	WF	2000	Housing Tax Credits
Mariposa Gardens	Mathis, TX	66	WF	2001	Housing Tax Credits
Legend Oaks	Llano, TX	48	SR	2002	Housing Tax Credits/Housing Trust Funds
Eden Place	Seguin, TX	60	SR	2002	Housing Tax Credits/Housing Trust Funds
Mission Oaks	Refugio, TX	32	WF	2003	Housing Tax Credits/Housing Trust Funds
The Pines at Willowbrook	Hinesville, GA	80	WF	2003	Housing Tax Credits/Housing Trust Funds
Prairie Commons	Dallas, TX	72	WF	2004	Housing Tax Credits
Grove Park Terrace	Waxahachie, TX	60	WF	2004	Housing Tax Credits
Westview Ranch	Pearsall, TX	72	WF	2005	Housing Tax Credits
The Village at Morningstar	Texas City, TX	100	SR	2006	Housing Tax Credits/Housing Trust Funds/Fed. Home Loan Bank
Seton Home Center for Teen Moms	San Antonio, TX	24	SH	2006	Housing Tax Credits/San Antonio HOME Funds
The Arbors at Rose Park	Abilene, TX	80	SR	2007	Housing Tax Credits/Housing Trust Funds/Abilene HOME Funds
Prospect Point	Jasper, TX	72	WF	2009	Housing Tax Credits
Morningstar Villas	Texas City, TX	36	SR	2009	Housing Tax Credits
The Bluestone	Mabank, TX	76	WF	2009	Housing Tax Credits
The Grove at Brushy Creek	Bowie, TX	48	WF	2009	Housing Tax Credits/TCAP
Shady Oaks	Georgetown, TX	60	WF	2009	Housing Tax Credits
Sunchase Square	Lockhart, TX	96	WF	2009	HUD 221(d)(4) Mortgage Insurance Program
Cambridge Crossing	Corsicana, TX	60	SR	2010	TDHCA Exchange/TDHCA HOME Funds
Heritage Crossing	Santa Fe, TX	72	SR	2011	TDHCA Exchange/TDHCA HOME Funds
Wildflower Terrace	Austin, TX	201	SR	2012	Housing Tax Credits/City of Austin GO Bonds
Samuel J. Simmons NCBA Estates	Washington, DC	174	SR	2012	Multifamily Housing Revenue Bonds/4% Tax Credits
Developments Completed: 23	Units Completed:	1669			
Developments Currently Under Construction					
The Terrace at MidTowne	Midlothian, TX	92	SR	2013	Housing Tax Credits/TDHCA HOME Funds
The Overlook at Plum Creek	Kyle, TX	94	SR	2013	Housing Tax Credits/TDHCA HOME Funds
Developments In Construction: 2	Units In Construction:	186			
TOTAL DEVELOPMENTS: 25 TOTAL UNITS: 1855 Workforce Properties (WF): 13 Senior Properties (SR): 11 Supportive Housing (SH): 1					

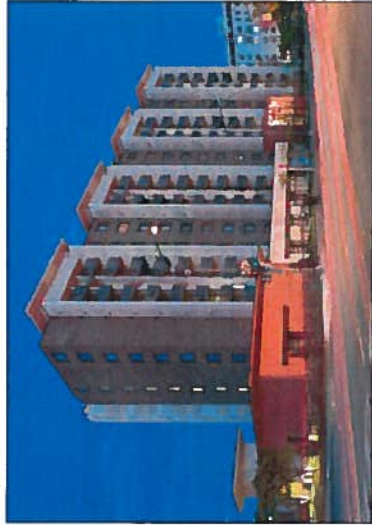
DMA DEVELOPMENT COMPANY PORTFOLIO — MIXED USE/HIGH RISE DEVELOPMENTS

DMA Development Company recently completed two high density, mid- to high-rise developments. Wildflower Terrace in Austin is a LEED certified building consisting of 201 units, ground floor commercial space, and a four story parking garage on 2.4 acres. Samuel J. Simmons NCBA Estates is a 174-unit senior development in Washington, DC originally constructed in 1981 under the HUD Section 202 Supportive Housing for the Elderly Program. DMA Development Company partnered with the National Caucus and Center on Black Aged to refinance and renovate the development.

Wildflower Terrace, 3801 Berkman Drive, Austin, TX



Samuel J. Simmons NCBA Estates, 2801 14th Street, Washington, DC



DMA DEVELOPMENT COMPANY PORTFOLIO — SENIOR COMMUNITIES

DMA Development Company has perfected its senior independent living design in recent years. The typical DMA senior community consists of one two- or three-story elevator structure surrounded by single story cottages. The elevator structure is attractive to seniors who want the security of proximity to the onsite staff and amenities, while the single story cottages, which often have integrated carports, are attractive to independent residents who are perhaps downsizing from single family homes.

Heritage Crossing, 12402 11th Street, Santa Fe, TX



Cambridge Crossing, 1900 Cambridge Street, Corsicana, TX



DMA DEVELOPMENT COMPANY PORTFOLIO — SENIOR COMMUNITIES

The Arbors at Rose Park, 2702 S. 7th Street, Abilene, TX



Legend Oaks, 101 Legend Hills Boulevard, Llano, TX



The Village at Morningstar, 3401 Magnolia, Texas City, TX



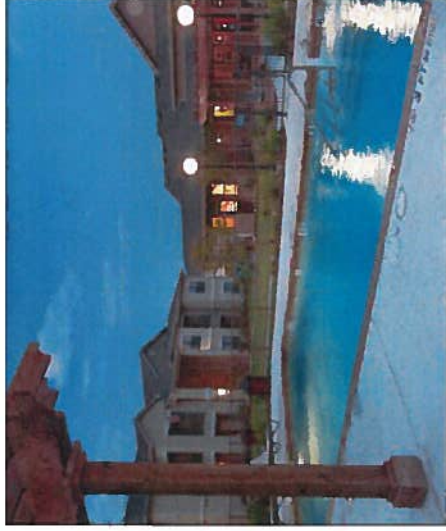
Eden Place, 1220 Jefferson Avenue, Seguin, TX



DMA DEVELOPMENT COMPANY PORTFOLIO — WORKFORCE HOUSING

DMA Development Company has developed and now manages 12 communities for families in Texas. These communities are designed with the resident population in mind, so all include recreational amenities for the residents, such as children's activity rooms, computer centers, play-scapes and in some cases swimming pools. Our management company also provides a full slate of supportive services at all of our properties, including youth mentoring, budget counseling and financial fitness, and resume and job interview skills training.

Sunchase Square, 1001 S. Guadalupe Street, Lockhart, TX

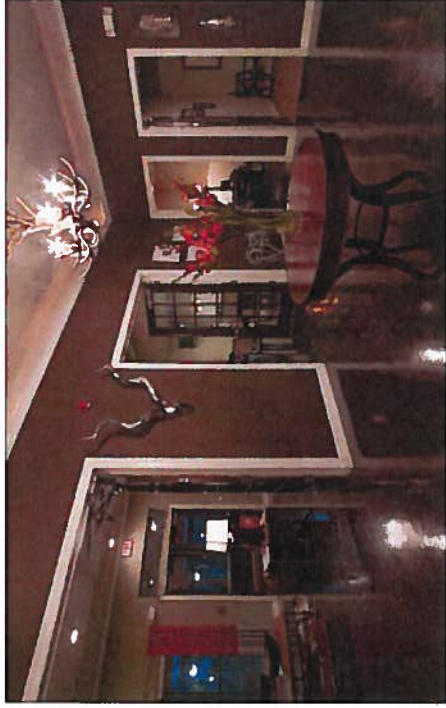


The Grove at Brushy Creek, 1101 El Dorado Street, Bowie, TX



DMA DEVELOPMENT COMPANY PORTFOLIO — WORKFORCE HOUSING CLUBHOUSES

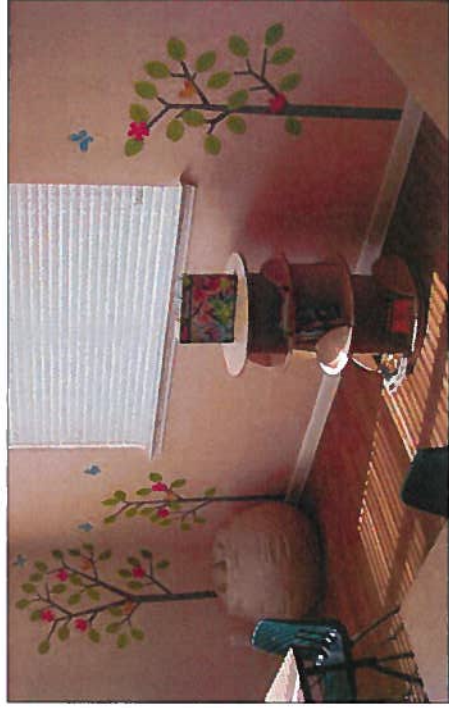
Sunchase Square, 1001 S. Guadalupe Street, Lockhart, TX



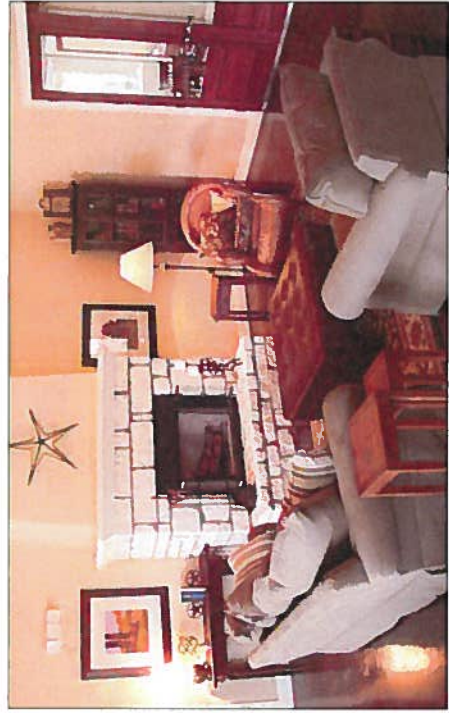
Westview Ranch, 225 Westview Avenue, Pearsall, TX



Prospect Point, 215 Premier Drive, Jasper, TX



Prairie Commons, 9850 Military Parkway, Dallas, TX



DMA PROPERTIES — CREATING COMMUNITIES

DMA's apartment communities are all managed by DMA Properties, LLC, which is 100% owned by Diana McIver. DMA Properties provides a different menu of services at every property, depending on the resident needs in that particular community, but intended to foster a sense of community and resident responsibility. At our workforce housing communities, for example, DMA may offer services such as an aftercare program for school age children to include tutoring, computer classes, art and music classes, recreational activities, and character building curriculum. Adult classes are also offered in the areas of financial counseling/literacy, first time homebuyer education, English as a second language, and computer classes. At our senior communities, services are offered that encourage health and wellness, such as exercise classes and health screenings; facilitate social interaction such as potluck suppers, coffee gatherings, and movie nights; foster creativity, such as art and writing classes; and stimulate the mind, such as book clubs, literary salons, and computer classes. DMA encourages and supports volunteerism at all properties, both from the standpoint of encouraging our residents to volunteer in the community, as well as encouraging community volunteers to be active with our resident programs.



PROFILE OF OFFICERS

DIANA L. MCIVER, PRESIDENT

Diana McIver is the President and sole owner of Diana McIver & Associates, Inc., DMA Development Company, LLC, and DMA Properties, LLC. Ms. McIver also co-founded Conroy & McIver, the predecessor firm to DMA, in late 1979.

Ms. McIver has more than thirty years experience in the development of nonprofit-sponsored affordable housing. Since 1979, Ms. McIver has assisted nonprofit housing developers in obtaining more than \$600,000,000 in funding commitments for affordable housing for low income families, the elderly and persons with disabilities, primarily through federal grants, loans, and mortgage insurance programs. Formerly with the U.S. Senate Special Committee on Aging, Ms. McIver was instrumental in getting appropriations for the Section 202 Program upon its reinstatement in 1974 as well as staffing the first congressional hearings on congregate housing for the elderly. As Director of Elderly Programs for the National Center for Housing Management, Ms. McIver developed a Model Management System for Nonprofit Sponsors of Housing for the Elderly under a grant from the Administration on Aging. She also designed, developed, and delivered training programs across the country on such topics as Congregate Housing for the Elderly, Developing Section 202 Housing, Developing FmHA 515 housing, HUD's Section 8 Program, and Management of Housing for the Elderly.

In January 2001, Ms. McIver received a Congressional appointment to the fourteen-member Commission on Affordable Housing and Health Care Facility Needs for Seniors in the 21st Century, a bipartisan Commission charged with developing comprehensive aging-in-place strategies, which released its findings to the Congress in June 2002. In July 2002, she was elected to the Board of Directors for the Texas Affiliation of Affordable Housing Providers and served as its President during 2005/2006. She was elected to the Board of the Texas Association of Local Housing Finance Agencies in October 2010. In 2012, Ms. McIver received the Community Vision Award from the Austin Chapter of the AIA. She is a frequent speaker and lecturer and has authored several publications and articles on senior housing. Ms. McIver has a Bachelor of Arts in Sociology, College of Idaho, Caldwell, Idaho, and has completed graduate courses at George Washington University, Washington, DC.

JOELLEN SMITH, EXECUTIVE VICE PRESIDENT

JoEllen Smith has more than fourteen years of experience in senior and special needs housing. She joined DMA in March 1998 as a Development Assistant, where she assisted in DMA's activities under the Section 202 and Section 811 Programs. Following a successful career path of serving as DMA's 202/811 Program Manager and then Program Director, Ms. Smith was promoted to Vice President in July 2002 and to Executive Vice President in 2008. In this role she is responsible for client relations, business development activities, oversight of all DMA's 202/811 consulting services and providing leadership for DMA's 202/811 staff. Additionally, she manages several tax credit projects for DMA clients, specializing in those that involve HUD financing in addition to tax credits.

Ms. Smith received a Bachelor of Arts in Political Science from California State University, Long Beach, California, in May 1997 and a Certificate of Gerontology in 1996.

PROFILE OF OFFICERS

JANINE SISAK, SENIOR VICE PRESIDENT/GENERAL COUNSEL

Janine Sisak has eleven years of experience in the development of affordable housing. She joined DMA in December 2001 as a Development Associate, was promoted to Vice President in October 2005, named General Counsel in 2006, and promoted to Senior Vice President in September 2009. Ms. Sisak manages projects funded through the Section 202 and Section 811 programs, along with the Housing Tax Credit Program. As General Counsel, she handles all legal matters for the firm and is involved in closings and land acquisitions. Additionally, she handles all asset management responsibilities for DMA Development, working very closely with DMA Properties.

Prior to joining DMA, Ms. Sisak was an Employment Law Associate for Paul, Hastings, Janofsky & Walker LLP, New York, September 1998 through October 2000. She received her Bachelor of Arts in Economics from Tufts University, Medford, Massachusetts, where she graduated *cum laude* in May 1993. In May 1998, she received her Juris Doctorate from Fordham University School of Law, New York, New York, where she was Notes and Articles Editor for the Fordham Law Review. Ms. Sisak is a member of the State Bar of Texas and a Member of the New York Bar Association. She was a visiting lecturer at the Law School, College of Management, Rishon LeZion, Israel.

SERGIO AMAYA, EXECUTIVE VICE PRESIDENT, DMA PROPERTIES, LLC

Sergio Amaya has thirty years of experience in property and asset management and joined DMA Properties, LLC as Vice President in February 2005. In September 2009, Sergio was named Executive Vice President. In this role, Sergio oversees tax properties managed by DMA Properties, LLC, and develops policies and procedures for the firm's management activities. This includes activities related to budgeting, operations, personnel, maintenance, compliance, investor relations, and the supervision of more than 50 employees.

Sergio began his property management career as a part-time employee while a student at the University of Texas and evolved from onsite management responsibilities to the oversight of a national portfolio of multifamily and commercial properties. Prior to joining DMA Properties, Sergio served in key positions in several property management firms and most recently was the Managing Director for Kennedy Wilson where he supervised 2,600 units of residential properties in Austin, Dallas, College Station, San Marcos, and San Antonio.

KAREN SPARKS, VICE PRESIDENT/CONTROLLER

Karen Sparks has more than 25 years accounting experience and joined DMA in July 2007 as Controller for the DMA Companies. In May 2012, she was promoted to Vice President, where she oversees all of the financial operations and directs accounting and office staff. Prior to joining DMA, she was Vice President of Accounting for Wyndham Worldwide in Dallas and prior to that was Vice President of Accounting for Wyndham International and Senior Manager/Controller for the Trammel Crow Company. She has a BS in Business and Public Administration with a concentration in Accounting, University of Texas at Dallas, and is licensed as a Certified Public Accountant in the State of Texas.

PROFILE OF ASSOCIATES

Development/Consulting Staff

Audrey Martin, Director of Real Estate Development. Audrey Martin joined The DMA Companies in July 2012 in the newly-created position of Director of Real Estate Development. In this position she directs the firm's development activities with responsibilities ranging from planning to production to construction to cost certification. Audrey has nine years of experience in the development of multifamily affordable housing, including four years in the private sector working for real estate development companies, serving most recently as Director of Affordable Housing Development for a private development firm. Additionally, she has five years of experience with the Texas Department of Housing and Community Affairs (TDHCA), during which her career was split between the Multifamily Finance Division and the Real Estate Analysis Division. While at TDHCA, Audrey gained wide-ranging experience in multiple aspects of the housing tax credit program, as well as other state and federal funding programs such as the tax-exempt mortgage revenue bond, HOME Investment Partnership, CDBG, NSP, and Housing Trust Fund programs. While at TDHCA, Audrey oversaw the state's tax credit allocation process as the 9% Housing Tax Credit Program Administrator and also served as the Manager of the Real Estate Analysis Division where she oversaw the underwriting of all multifamily developments recommended for financing from TDHCA, as well as the amendment and cost certification processes. Audrey received her BBA in Finance from The University of Texas in 2003 and her MBA from Texas State University in 2009.

Teresa Bowyer, Project Coordinator. Teresa joined DMA in September 2010 as a Project Coordinator. In this role, Teresa assists DMA's Project Managers on projects developed for the DMA portfolio as well as those developed for DMA's consulting clients. Teresa graduated cum laude from Trinity University in May 2010 with a dual BA degree in Political Science and in Urban Studies. While there she held an internship with the U.S. District Court for the Western District of Texas and conducted development and policy research for local clients, including The City of San Antonio and a private commercial real estate developer.

Wayne Gerami, Project Coordinator. Wayne joined DMA in January 2012 and serves as a Project Coordinator on affordable housing development projects. Wayne graduated from the LBJ School of Public Affairs at the University of Texas in May 2011 where his primary focus was on Nonprofit Management. Wayne received a BA in Psychology from Framingham State University in May 2007. Most recently Wayne was a Policy Researcher for the Austin Chamber of Commerce and he has an extensive background of volunteer activities, including Habitat for Humanity and AmeriCorps.

Property Management Staff

Amanda Burrier, Systems Administrator. Amanda has seven years of administrative and customer service experience and joined DMA as Operations Assistant in May 2009. In July 2012, Amanda was promoted to Systems Administrator where she provides support to the property management staff. Amanda's primary focus is compliance and software systems implementation; however, she covers all facets of property management. She holds an Associate's degree in Communications from Austin Community College.

PROFILE OF ASSOCIATES

Accounting Staff

Nasrin Jozani, Staff Accountant. Nasrin Jozani has 20 years of accounting and bookkeeping experience and joined DMA in August 2007 where she provides accounting support for DMA's Vice-President/Controller and for DMA Properties, LLC. Ms. Jozani has a BS in Business Management from Woodbury University, Los Angeles, California.

Qiao Hu, Staff Accountant, CPA. Qiao joined DMA in January 2012 as a Staff Accountant. Prior to joining DMA she was a Staff Accountant for four years for Timothy P. Deegan CPAs and Company, Gainesville, Florida. Qiao received her Master in Accounting from Georgia Southern University in December 2007 and a degree in Business Administration from Bethel College in August 2004. She is a Certified Public Accountant in the State of Florida.

Dawn Delaney, Accounting Assistant. Dawn Delaney joined DMA in July 2009 in a part-time position to provide support to accounting staff and the DMA Controller. She became a full-time employee in 2010. Ms. Delaney graduated from the University of Texas in May 2006 with a BBA in Management.

Amanda Burkett, Accounting Assistant. Amanda joined DMA in September 2012 as an accounting assistant, where she provides support to DMA's accounting staff. Prior to joining DMA she was a Challenge Course Director at TBarM Camp Travis. Amanda received her bachelors in Psychology from The University of Texas in May 2010 .

Administrative Support

Katherine Graves, Operations Assistant. Katherine joined DMA in April of 2011. She is responsible for supporting the day to day operations and staff of DMA Companies. Katherine graduated from the University of Texas at Austin in August of 2009 with a Bachelor of Science in Nutrition.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Consider, discuss and act upon an agreement with Lakehaven MUD

- Agreement with Lakehaven MUD is attached for review

ACTION: Discuss and act upon the agreement as presented.

(VI – C)

**AGREEMENT RELATING TO CREATION AND OPERATION OF
LAKEHAVEN MUNICIPAL UTILITY DISTRICT**

This AGREEMENT RELATING TO CREATION AND OPERATION OF LAKEHAVEN MUNICIPAL UTILITY DISTRICT (this “Agreement”) is entered into as of _____, ____, 2013, by and between Farmersville Investors, L.P., a Texas limited partnership (“Landowner”) and the City of Farmersville, Texas, a Type-A General Law municipal corporation of the State of Texas (the “City”).

RECITALS

WHEREAS, Landowner is the owner of approximately 471 acres of land (the “Property”) located in Collin County, Texas, which Property is described by metes and bounds in Exhibit “A” attached hereto and depicted by the boundary map attached hereto as Exhibit “B”; and

WHEREAS, approximately 375.9 acres of the Property (the “Lakehaven Development”) is being planned for as a master-planned residential community, which Lakehaven Development is described by metes and bounds in Exhibit “C” attached hereto and depicted by the boundary map attached hereto as Exhibit “D”; and

WHEREAS, the Property is located generally in eastern Collin County (the “County”), outside the corporate limits or extraterritorial jurisdiction (“ETJ”) of the City; and

WHEREAS, Landowner intends to develop the Property within the City’s ETJ so the City will have and exercise jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure (“Public Infrastructure”) to serve the Property and particularly the

Lakehaven Development, and that the County have and exercise no jurisdiction over such matters; and

WHEREAS, the Parties intend for the Property to be developed within the City's ETJ and not be subject to full-purpose annexation by the City for the term of, and as otherwise provided by, this Agreement; and

WHEREAS, notwithstanding the fact that the Property is not presently located within the City's corporate limits or ETJ and is not subject to the City's land use regulations, the Parties intend that the Property be developed: (i) as a high-quality, master-planned, mixed-use community including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City; and (ii) pursuant to the regulations of the City that are then in place at the time of such development; and

WHEREAS, Landowner has petitioned the Texas Commission on Environmental Quality ("TCEQ") for creation of Lakehaven Municipal Utility District of Collin County (the "District") upon the Lakehaven Development; and

WHEREAS, Landowner's creation application to TCEQ sets forth a development plan for the District that consists primarily of the development of single-family residential lots; and

WHEREAS, the County requested that TCEQ order a contested case hearing on the matter of the District creation, citing concerns regarding the impact of single-family residential development within the District; and

WHEREAS, the County has expressed to Landowner more specific concerns regarding inadequate funding of fire and police services to serve the Lakehaven Development upon development; and

WHEREAS, TCEQ has referred the matter of District creation to the State Office of Administrative Hearings (“SOAH”) for hearing on the creation petition and application; and

WHEREAS, in an effort to address the County’s concerns and avoid further administrative and legal proceedings, including proceedings before SOAH, which would be time-consuming and costly to both Landowner and the County, and to address other desired arrangements between Landowner and the City with respect to development of and the provision of certain services to the Lakehaven Development, Landowner and the City have come to agreement on certain terms and conditions; and

WHEREAS, to such end, Landowner and the City (together, the “Parties”) have entered into that certain Letter of Understanding, dated February 28, 2012, outlining certain agreed terms and conditions relating to the creation and operation of the District, and the Parties wish to formalize such terms and provisions through the execution of this Agreement; and

WHEREAS, each Party is authorized to enter into this Agreement pursuant to applicable law, including but not by way of limitation, Section 51.014 of the Texas Local Government Code, as amended, and upon annexation of the Lakehaven Development into the City’s ETJ, Section 212.172 of the Texas Local Government Code, as amended.

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits and obligations hereinafter set forth, Landowner and the City hereby agree and contract as follows.

1. Emergency Services. Landowner shall obtain approval and consents from all other jurisdictions as may be required by law with respect to the City providing fire protection and police services (collectively referred to as “Emergency Services”) to the Lakehaven Development. The City’s Volunteer Fire Department shall provide fire-protection services to

and within the Lakehaven Development in the same manner and to the same extent as it provides and would provide fire-protection services within the City. The City shall also provide police services to and within the Lakehaven Development including regular patrolling, as determined necessary by City in its reasonable discretion, and enforcement of jurisdictional laws, land use regulations, and building codes, in the same manner and to the same extent it provides and would provide such police services within the City. It is specifically understood that the City lacks the authority to enforce certain of its ordinances outside the City's corporate limits and that such ordinances, which are so restricted by the City's jurisdictional limits, will not be enforced within the Lakehaven Development for so long as the Lakehaven Development remains outside the City's corporate limits. It is also understood that the prosecution of any Class C misdemeanors must be pursued through the appropriate Justice of the Peace precinct rather than the City's municipal court. Landowner or District shall pay for such Emergency Services, as follows:

(a) Landowner shall deposit the initial amount of Five Thousand and Zero/One Hundredths Dollars (\$5,000.00) with the City as security for payment of the costs and expenses, including Additional Expenses (defined below), incurred by City to provide Emergency Services to the Lakehaven Development (the "Deposit"). The amount of the Deposit shall be evaluated on an annual basis and shall be increased, as necessary, to an amount equal to the average quarterly payment for Emergency Services and Additional Expenses (defined below) billed by City to Landowner during the immediately preceding year.

(b) Landowner shall, on a quarterly basis, pay the Lakehaven Development's proportionate share of the City's total documented costs of providing fire-protection and police services for such quarterly period based on the proportion of the number of water

meter connections (“Connections”) within the Lakehaven Development to the total number of Connections within the City’s corporate limits and the Lakehaven Development (the “Lakehaven Development Share”). For purposes of this Agreement, the quarterly periods shall end on December 31, March 31, June 30, and September 30 of each year.

(c) The Lakehaven Development Share shall be calculated based upon the number of Connections active at the end of each quarterly period, and Landowner shall make payment to the City for the Lakehaven Development Share for each quarter within 45 days of being invoiced by the City for same.

(d) Landowner shall also be responsible for payment of any reasonable documented expenses of the City that are allocable to the provision of Emergency Services to the Lakehaven Development and which exceed the Lakehaven Development Share (“Additional Expenses”). Given the distance between the City and the Lakehaven Development, the total proceeds paid to the City for the provision of Emergency Services to the Lakehaven Development in any quarterly period shall not be less than the total of then applicable “run fees” that the County would otherwise have paid the City in the absence of this Agreement for emergency services provided to the Lakehaven Development for such period as an unincorporated area of the County. City shall invoice Landowner for the Additional Expenses incurred within each quarterly period, defined herein-above, together with the invoice for the Lakehaven Development Share and provide Landowner documentation substantiating such Additional Expenses. Landowner shall submit payment to City for such Additional Expenses contemporaneously with the

payment of the Lakehaven Development Share within 45 days of being invoiced by the City.

(e) If Landowner fails or refuses to timely make payment of the Lakehaven Development Share and/or Additional Expenses, City shall be authorized to deduct such amount(s) from the Deposit and apply such funds to the payment of the Lakehaven Development Share and/or Additional Expenses. Landowner shall thereafter have 15 days to restore the Deposit to its full amount and pay any additional amounts then due and owing to the City. If Landowner fails or refuses to so restore the Deposit and pay any additional amounts then due and owing to City, the City may in its sole discretion and without liability therefore cease providing unfunded or underfunded Emergency Services to the Lakehaven Development.

(f) Landowner assumes no responsibility for the reliability, promptness or response time of the City in providing the Emergency Services. Landowner's sole obligation with respect to the provision of Emergency Services within and to the Lakehaven Development is to make payments as set forth herein.

(g) The employees of the City performing police services shall be licensed as peace officers by the State of Texas. The members of the City of Farmersville Volunteer Fire Department ("FVFD") performing fire-protection services will meet at least the minimum qualifications established by the FVFD with respect to the performance of fire-protection services required under this Agreement. Landowner (i) assumes no responsibility for the actions of the persons performing Emergency Services pursuant to this Agreement, and (ii) will make no recommendations regarding, and is in no way

responsible for, the selection, sufficiency or qualification of the persons providing such services.

(h) Landowner will use its best efforts to cause the District, within 90 days of the District's confirmation by election, to enter into an Interlocal Cooperation Agreement (the "Interlocal Agreement") under which the District agrees to be responsible for the payments required under this Section 1. The Parties acknowledge that in the event of execution of an Interlocal Agreement, all police services provided hereunder shall be provided in accordance and compliance with Section 49.216, Texas Water Code upon the installation of the 10th water meter in the Lakehaven Development. The Parties additionally acknowledge that under applicable State law and the rules of the TCEQ, before the Interlocal Agreement may become effective as to fire-protection services, the District must (i) develop a fire plan (the "Plan") in accordance with the provisions of Section 49.351, Texas Water Code, and the rules of the TCEQ, (ii) obtain TCEQ's approval of the Plan, this Agreement and the Interlocal Agreement, and (iii) obtain the approval of the District's voters relative to the Plan, this Agreement and the Interlocal Agreement pursuant to an election held by the District.

(i) It is specifically agreed and understood by the parties that nothing contained herein is intended to waive, nor shall it be interpreted as waiving, the City's sovereign immunity or governmental immunity regarding any claims whether sounding in contract or in tort arising out of, but not limited to:

1) the action of an employee or other person while responding to an emergency call or reacting to an emergency situation within, on or about the City's corporate limits, the Property, and/or the Lakehaven Development; or

2) the failure to provide or the method of providing police or fire protection within, on or about the City's corporate limits, the Property, and/or the Lakehaven Development.

2. Wastewater Treatment Plant. (a) The Parties acknowledge that Landowner has obtained TPDES Permit No. WQ0014778001 (the "Discharge Permit") from TCEQ to discharge a final daily average flow not to exceed 500,000 gallons per day ("gpd") average daily flow of treated wastewater at a specified discharge point. The Parties also acknowledge that Landowner has previously planned to construct a 500,000 gpd wastewater treatment facility (the "Treatment Plant") to treat wastewater flows generated by the Lakehaven Development upon final build-out. The Treatment Plant will be located on an approximately ten-acre tract (the "Plant Site") within the Property.

(b) Upon final approval of this Agreement by City and as a condition precedent to City's execution of this Agreement, Landowner shall:

(i) convey to the City, at no cost, a right of entry to the Plant Site authorizing City to occupy and use the Plant Site it being the Parties' desire and intent that the City should supervise the design and construction of the Treatment Plant and ultimately accept responsibility for the operation and maintenance of the Treatment Plant;

(ii) place in escrow, with an escrow agent agreed upon by and between the Parties, a special warranty deed (the "Site Deed") conveying to the City fee simple title to the Plant Site, which Site Deed shall be released from escrow for effect and recordation as provided below;

(iii) take documented action to begin the administrative process of transferring the Discharge Permit to the City (at no cost to the City) in order that the City, upon final transfer of the Discharge Permit as approved by TCEQ, is authorized to treat and discharge wastes from the Treatment Plant; and,

(iv) convey a 20-foot wide sanitary sewer easement across the Property to City at no cost to City that will allow the City to connect City's sanitary sewer system to the Plant Site.

Such conveyances shall in no way be conditioned. In addition, Landowner hereby agrees that it shall not object to or oppose any future expansion of the Plant Site or increase in the amount of wastewater allowed to be treated pursuant to the Discharge Permit it being understood and agreed that the City may, subject to the provisions of this Agreement, utilize the Treatment Plant and the Plant Site to serve the City's wastewater treatment needs and or the wastewater treatment needs of the region in which the City is situated.

(c) It is specifically understood and agreed that the City cannot lend its credit to Landowner and/or District or use City funds to construct wastewater treatment facilities to serve the Lakehaven Development and the Property. The Landowner and/or District shall pay for the complete design and all construction costs of the Treatment Plant necessary to serve the Lakehaven Development and the Property, whether designed and constructed in multiple phases or in one phase. Landowner and/or District shall also obtain or acquire and pay for all required easements and rights-of-ways and design, construct and pay for all mains and service lines and all related appurtenances thereto as are necessary to convey wastewater from Lakehaven Development customers through

and across the Property to the Treatment Plant (the “Wastewater Improvements”) as development occurs within the Property.

(d) City shall enter into contracts, in accordance with the requirements of Texas law, for the design and construction of the Treatment Plant on the Plant Site. The Treatment Plant will be designed and constructed with the minimum capacity to provide Lakehaven Development its wastewater treatment capacity, as demand therefore requires, up to 500,000 gpd average daily flows at final build-out of the Lakehaven Development. City will select a qualified individual or firm to design the Treatment Plant and notify the Landowner and/or District regarding the contract amount for the Treatment Plant design and the Landowner and/or District shall promptly pay the contract amount for the design of the Treatment Plant to City within no more than 90 days following City’s notice. In the event the design of the Treatment Plant exceeds the original contract amount, Landowner and/or District shall pay any such excess amounts to City within 20 days of City’s notification to Landowner and/or District of the increased engineering design costs.

(e) (i) Following completion of the engineering design for the Treatment Plant the City will solicit bids, in accordance with all applicable Texas law, from general contractors for the construction of the Treatment Plant. City will select the general contractor and notify the Landowner and/or District regarding the contract amount for the Treatment Plant construction and the Landowner and/or District shall pay the contract amount for the construction of the Treatment Plant to City within no more than 90 days following City’s notice. City shall provide to the Landowner and the District copies of any and all documentation and materials relating to the bidding procedure, bid receipt and

tabulation and contract award as may be reasonably requested following the award of such bid. In the event the construction of the Treatment Plant exceeds the original contract amount, Landowner and/or District shall pay any such excess amounts to City within 20 days of City's notification to Landowner and/or District of the increased construction costs.

(ii) Upon award of a contract for construction of the Treatment Plant, Landowner shall release the Site Deed from escrow for effect and recordation.

(f) If Landowner and/or District pay the full amount of the engineering design costs and construction costs for the Treatment Plant as provided herein-above, Customers within the Lakehaven Development situated on the Property shall be allocated capacity in the Treatment Plant of up to 500,000 gpd as demand requires pursuant to the provisions of this Agreement. In this regard, it is understood and agreed that the maximum average wastewater flow that will be generated by the Property at final build-out or full development will be 500,000 gpd.

(g) Landowner hereby agrees that it shall not object to or oppose any future expansion of or improvements to the Wastewater Improvements which may improve the efficiency or increase the capacity of the Wastewater Improvements.

(h) Following conveyance and dedication of the Wastewater Improvements to City, City shall be primarily responsible for the operation and maintenance of the Wastewater Improvements whether such operation and maintenance is handled by City employees, contractors retained by City, or the NTMWD by and through an agreement with the City. City shall operate the Wastewater Improvements serving the Property and will use the Wastewater Improvements to provide service to all customers within the

Property in accordance with and subject to any and all applicable laws, ordinances, rules, regulations, policies or standards regarding the provision of sanitary sewer service by the City. The conveyances of the Plant Site and the Wastewater Improvements are made to the City as further consideration for City's consent to and execution of this Agreement and City's acceptance of the responsibility to operate and maintain the Wastewater Improvements and Wastewater Facilities.

(i) Notwithstanding the obligations contained in this Agreement to convey the Plant Site and Wastewater Improvements to the City, and in the alternative thereto, Landowner shall convey the Wastewater Improvements and Plant Site to NTMWD rather than the City should NTMWD desire to own and operate the Wastewater Improvements and Plant Site as previously agreed by the Parties in a previously executed tri-party agreement between NTMWD, City, and Landowner.

(j) At or before such time as the Lakehaven Development reaches final build-out or full development and requires 500,000 gpd average daily flow the City will, at no cost to Landowner and subject to then available City funds, provide for the design and construction of additional capacity for the Treatment Plant. City shall also be solely responsible for all costs associated with and arising out of seeking and obtaining such further and additional permits as may be required by the TCEQ for the expansion of the Treatment Plant beyond 500,000 gpd average daily flow.

(k) At no time shall Landowner or District be entitled to any payment or compensation arising out of or related to the City's operation and maintenance of and/or possible future expansion of the Wastewater Facilities on and about the Plant Site.

(l) The City shall at all times have the sole right to establish the retail rates for wastewater treatment services provided through the Wastewater Facilities. The rates charged to residents of the Lakehaven Development and the City for retail wastewater treatment services provided through the Wastewater Facilities shall not be based on any distinction between residency inside and outside either the corporate limits of the City or the Property.

(m) Each month the Landowner and/or District shall provide to City a list reflecting the amount of potable water used within the Lakehaven Development and the Property broken down by each water meter location during each such month specifically including, but not limited to, the customer's name and billing address, the water meter address and the amount of water consumed to allow the City to issue bills to such potable water consumers for the processing of wastewater generated from the subject properties; provided, that the District shall not be obligated to provide any such information pertaining to customers outside its boundaries. In providing this information, Landowner and/or District shall cooperate with City to align with the City's normal billing system and practices.

(n) City and Landowner acknowledge that Copeville Special Utility District holds a Certificate of Convenience and Necessity allowing it to provide retail water service within an area that includes the area within the Lakehaven Development. In the event the City at any time provides retail water service to all or part of the area within the Lakehaven Development, then neither Landowner nor District shall be obligated to provide the information specified in subsection 2(m) above for such area.

(o) The conveyances of the Plant Site, Wastewater Facilities, and the Discharge Permit provided for in this Section 2 are and shall be subject to the terms and provisions of any agreements between the City and NTMWD.

(p) Landowner agrees that it shall not pledge the Treatment Plant or any component thereof as security or collateral for any loan and shall not otherwise grant to any lender or other person a security interest in the Treatment Plant or any component thereof.

3. Extraterritorial Jurisdiction. Within 60 days of the issuance date of the final TCEQ Order approving creation of the District, Landowner shall present to the City a petition (the “ETJ Petition”) to include all of the Property in its ETJ for all statutory and other purposes. City specifically retains its governmental authority to accept or reject the ETJ Petition in accordance with Texas law.

4. Site for Emergency Services. By the earlier of (a) three years after the issuance date of the final TCEQ Order approving creation of the District, or (b) the filing of a final plat that includes the 250th single-family residential lot within the Lakehaven Development, Landowner will convey to the City two acres of land that is situated within the Lakehaven Development and reasonably acceptable to the City for use as a site for basing Emergency Services serving the Lakehaven Development (“Emergency Services Site”).

5. Development Regulations and Inspections. (a) Should the City determine to grant the ETJ Petition, then upon inclusion of the Property in the City’s ETJ, the City shall extend its planning and land use authority over the Property, and the Property shall be developed in conformance with the City’s then applicable development regulations (the “Development Regulations”) in effect at the time of any development.

(b) The Parties acknowledge and agree that this Agreement and Section 212.172, Texas Local Government Code, authorize enforcement by the City of the Development Regulations upon the Property – assuming inclusion in the City’s ETJ – in the same manner the Development Regulations are enforced within the City’s boundaries. Since the District will own and maintain the roads and other facilities within the District’s boundaries, the rights-of-way and easements shall be dedicated to the District. Upon annexation to the City, the District’s rights-of-ways, easements, and other facilities not previously conveyed to the City shall then be conveyed to the City.

(c) Public Infrastructure. Public Infrastructure shall be designed to comply with the City’s then current Development Regulations and building codes, and no construction or installation of Public Infrastructure shall begin until plans and specifications have been approved by the City. All Public Infrastructure shall be constructed and installed in compliance with the City’s then current Development Regulations and building codes and shall be paid for by the applicant or permittee. In no case shall the total amount charged for any such inspection within the Property exceed the total amount charged for a like inspection within the corporate limits of the City. The Parties acknowledge and agree that the City’s Development Regulations and building codes in effect at the time of inspection of any improvement upon the Property shall be applicable to and control construction of such improvement.

(d) The Parties acknowledge that pursuant to a City-County Plat Approval Agreement, dated March 25, 2002 (the “1445 Agreement”), between the City and the County, the City has been granted exclusive jurisdiction to regulate all subdivision plats and approve all related permits in its ETJ. The City agrees that within 60 days of

granting the ETJ Petition, it shall take all such actions as may be necessary (if any are, in fact, necessary), including amendment of the 1445 Agreement, to ensure that the exclusive regulatory jurisdiction granted the City under the 1445 Agreement will apply to the Property.

6. Annexation. (a) Except for the Plant Site and Emergency Services Site, the City agrees that it shall not annex any portion of the Property into the corporate limits of the City prior to the latter of (i) the date that is 20 (twenty) years after the date of this Agreement or (ii) such time as (A) all water, sewer, drainage and road facilities necessary to serve and support the full build-out of the Lakehaven Development (collectively, the “Internal District Facilities”) have been fully constructed, (B) no District bonds are any longer outstanding and, (C) Landowner has been fully reimbursed by the District for all payments and advances made by Landowner toward the costs associated with all Internal District Facilities to the extent that such costs are eligible for reimbursement.

(b) Notwithstanding the foregoing subparagraph (a), the City may earlier annex the Property into the corporate limits of the City if the City assumes the outstanding bonded indebtedness of the District and all other obligations of the District as may be required under Texas law.

(c) Upon full purpose annexation of the Property or the applicable portion thereof prior to the expiration of the term of this Agreement (“Term”) (and the resulting dissolution of the District and City assumption of District obligations as required by law), the Term shall terminate upon the effective date of the full purpose annexation for such portion of the Property. OWNER AND ALL FUTURE OWNERS OF THE PROPERTY (INCLUDING END-BUYERS) AND DEVELOPERS IRREVOCABLY AND

UNCONDITIONALLY CONSENT TO THE FULL PURPOSE ANNEXATION OF THE PROPERTY INTO THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THIS AGREEMENT AND WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS AND DEVELOPERS TO FULL PURPOSE ANNEXATION OF THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT.

7. Road Powers; Assistance with County Support. (a) The City agrees to write a letter of support for passage of legislation (the "Road Powers Bill") granting the District the power to construct, acquire, operate and maintain roads serving the District, for this specific project, under Chapter 257, Texas Transportation Code. Prior to such time as the Road Powers Bill is filed with the appropriate legislative committee, the City will request of the County in writing that the County also support the Road Powers Bill.

(b) Immediately upon execution of this Agreement, the City shall request of the County in writing that the County (i) immediately withdraw the County's request to TCEQ for a contested case hearing with respect to Landowner's petition and application for creation of the District and (ii) promptly execute and file any and all documentation as may be necessary to terminate the administrative proceeding now pending with SOAH with respect to such matter.

8. Default and Remedies. (a) Neither party shall be in default under this Agreement until (i) written notice of the alleged failure of such party to perform any of its obligations hereunder has been given by the other party and (ii) the noticed party has had a period of time, as specified below, in which to cure the alleged failure. The party

declaring a default shall notify the offending party in writing of any such alleged failure to perform. Such notice shall specify the basis for a declaration of default, and the notified party shall have thirty (30) days from the receipt of such notice to cure any default except as specifically provided otherwise herein. There shall be no Default if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in Default with respect to its obligation to make any payment required under this Agreement if such payment is not made within five (5) business days after it is due save and except to the extent specifically provided otherwise herein-above.

(b) If a default is not cured within such 5-day or 30-day period, the affected Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any remedy available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, however, the Parties hereto acknowledge and agree that, unless specifically provided herein, this Agreement may not be terminated without the written consent of the Parties hereto.

9. Force Majeure. (a) In the event either Party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such Party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period of time. As soon as reasonably possible after the

occurrence of the force majeure relied upon, the Party whose contractual obligations are affected shall give written notice of such force majeure to the other Party. If possible to remedy, such cause shall be remedied with all reasonable dispatch.

(b) The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State of Texas or other military authority with jurisdiction over the City and/or the Property, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread pestilence, explosions, breakage or accidents to machinery, pipelines or canals, and significant variations from normal weather conditions reasonably expected during the period in question, and any other events or circumstances that are not within the control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. "Force majeure" shall not mean or refer to (i) governmental regulations or acts of any governmental entity, board, commission or council over which a Party may reasonably exert influence in order to meet its obligations pursuant to this Agreement or, (ii) any change in market conditions or the economy that slows down or impairs development of the Property (unless such change is a direct result of one of the conditions listed above as being an event of "force majeure").

10. Notices. All Notices shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 3rd business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the

delivery address (whether or not such person is the person to whom the Notice is addressed); or
(c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person and delivery by regular mail or by E-mail (with a confirming copy sent by FAX). All Notices given pursuant to this section shall be addressed as follows:

To the Landowner:

Mr. Kyle Kruppa
Farmersville Investors, LP
5400 LBJ Freeway, Suite 975
Dallas, TX 75240
Fax: (972) 239-8373

With a copy to: Philip Haag
Winstead PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Fax: (512) 370-2850

Christopher Jordan
Crawford & Jordan LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027
Fax: (713) 621-3909

To the District:

c/o Crawford & Jordan LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027
Fax: (713) 621-3909

To the City:

Mr. Benjamin L. White, P.E.
City Manager
City of Farmersville, Texas
205 S. Main St.
Farmersville, TX 75442
Fax: (972) 782-6604

With a copy to: Alan Lathrom
Brown & Hofmeister, L.L.P.
740 E. Campbell Road, Suite 800
Richardson, Texas 75082
Fax: (214) 747-6111

The Parties will have the right from time to time to change their respective addresses upon written notice to the other Party given as provided above. If any date or notice period described in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday or legal holiday.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties relative to the subject matter hereof. There have not been and are no agreements, covenants, representations or warranties among the parties, either oral or written, relative to such subject matter other than those expressly stated or provided for herein.

12. Parties Bound/Property Benefited. This Agreement shall be binding upon and inure to the benefit of the authorized successors and/or assigns of the Parties. The Parties hereto acknowledge that each has entered into this Agreement willingly and that each Party has equal bargaining powers. Neither Party has been coerced or has acted under duress.

13. Time of Essence. Time is of the essence in the exercise of each Party's duties and obligations pursuant to this Agreement.

14. Amendment. This Agreement may be amended or modified only by written instrument executed by both Parties.

15. Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of

the Parties are performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Collin County District Court.

16. Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, and the remainder of this Agreement shall be construed as if such invalid, illegal or ineffective provision had never been contained herein.

17. Other Instruments and Approvals. The Parties agree to execute and deliver all such instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

18. Exhibits. All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

19. No Waiver. No consent or waiver, expressed or implied, by either Party to this Agreement to or of any default of any covenant or provision hereof by either Party shall be construed as a consent or waiver to or any other default of the same or any other covenant or provision.

20. Assignability. (a) This Agreement shall not be assignable by the City, in whole or in part, without the prior written consent of the Landowner and the District (after the District is created).

(b) Landowner may assign its rights and obligations under this Agreement to the District at any time after the District is created or City may request such assignment. If City requests Landowner's assignment to the District, Landowner shall not object to

such request but shall assign its rights and obligations hereunder to District within 30 days after such request. It is further understood that some items within the Agreement, such as land conveyances and development restrictions, may not be assignable from the Landowner to the District. Landowner may assign all of its rights and obligations hereunder, with 10 days written notice to the City and without the City's prior consent, to any party to which it sells all or part of the Property; provided, that in the event Landowner sells only part of the Property, such assignment shall apply only to the portion that is sold. Notwithstanding the foregoing, sales of individual platted lots in quantities less than the entirety of the Property shall not support an assignment of the rights and obligations of the Landowner and/or the District under this Agreement to any such third-party purchasers. No assignment by Landowner shall release Landowner from any liability resulting from an act or omission by Landowner that occurred prior to the effective date of the assignment unless the City approves the release in writing. No other person shall acquire or have any right hereunder or by virtue hereof.

(c) Notwithstanding any assignment or conveyance under this article, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property (except for purchasers solely of platted lots) shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

(d) Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement shall be considered a “Party” for the purposes of this Agreement.

19. Term. This Agreement shall be in force and effect from its dated date for 20 years and may be extended for one successive 20-year term for a total duration not to exceed 40 years.

20. Enforceability. (a) This Agreement is intended to be specifically enforceable.

(b) In the event of any judicial determination that one or more provisions of this Agreement are beyond the scope of authority of either Party, or are in violation or contradiction of any applicable law or regulation in effect upon the effective date hereof, each Party agrees to proceed to enter into discussions to amend this Agreement immediately.

(c) In the event it is necessary for either Party to retain an attorney or attorneys to enforce any term or condition of this Agreement against the other Party, said defaulting Party shall pay all costs or expenses, including reasonable attorneys’ fees incurred in connection therewith upon final settlement, by agreement, or upon a judgment.

21. Counterpart Originals. This Agreement may be executed in multiple counterpart originals, each of which shall have equal dignity and effect.

22. No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

23. No Vesting. This Agreement does not constitute a “permit” under Chapter 245 of the Texas Local Government Code and no “rights” are vested by this Agreement; however, nothing in this Agreement shall constitute a waiver by Landowner of any rights of Landowner under said Chapter 245 to the extent only that such rights may vest through some other application not related to this Agreement.

24. Recordation. It is the intent of the Parties that the covenants contained in this Agreement shall run with the land and that the Agreement shall be recorded in the real property records of the County.

IN WITNESS WHEREOF, the City and Landowner have executed this Agreement Relating to Creation and Operation of Lakehaven Municipal Utility District as of the date and year first listed above.

CITY OF FARMERSVILLE, TEXAS

By: _____
Joseph E. Helmberger, P.E., Mayor

ATTEST:

By: _____
City Secretary

[CITY SEAL]

FARMERSVILLE INVESTORS, LP,
a Texas limited partnership

By: Farmersville Investors GP, LLC,
a Texas limited liability company,
its sole general partner

By: _____
Leon J. Backes, Sole Manager

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this the _____ day of _____, 2013, by Joseph E. Helmberger, P.E., in his capacity as the Mayor of the City of Farmersville, Texas, on behalf of the City.

(SEAL)

Notary Public in and for
the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the _____ day of _____, 2013, by Leon J. Backes, Sole Manager of Farmersville Investors GP, LLC, a Texas limited liability company, general partner of Farmersville Investors, LP, a Texas limited partnership, on behalf of said entities.

(SEAL)

Notary Public in and for
the State of Texas

EXHIBIT "A"

Metes and Bounds Description of the Approximately 471 Acre Parent Tract

471.016 ACRES

BEING a tract of land situated in the ELIJAH B. REED SURVEY, ABSTRACT NO. 739, Collin County, Texas and being all of a called 471.016 acre tract of land described in a deed to Farmersville Investors, LP, recorded as Document No. 20060324000384140, Deed Records, Collin County, Texas and being more particularly described as follows:

BEGINNING at the northwest corner of said 471.016 acre tract;

THENCE North 89 degrees 48 minutes 12 seconds East, a distance of 3,436.86 feet to a point in the approximate centerline of County Road No. 551 for the northeast corner of said 471.016 acre tract;

THENCE South 00 degrees 09 minutes 36 seconds West, along the approximate centerline of said county road, a distance of 2,465.00 feet to a point for corner;

THENCE South 89 degrees 48 minutes 46 seconds West, a distance of 222.48 to a point for corner in the approximate centerline of said county road;

THENCE South 00 degrees 04 minutes 27 seconds West, a distance of 2,193.22 feet to a point for corner;

THENCE North 87 degrees 59 minutes 17 seconds East, a distance of 1,897.29 feet to a point for the most easterly northeast corner of said tract;

THENCE South 01 degree 41 minutes 55 seconds West, a distance of 733.82 feet to a point for corner;

THENCE South 56 degrees 44 minutes 32 seconds West, a distance of 469.39 feet to a point for the beginning of a curve to the left;

THENCE Southwesterly, along said curve to the left which has a chord that bears South 36 degrees 41 minutes 01 second West for 371.46 feet, a central angle of 35 degrees 16 minutes 27 seconds and a radius of 613.00 feet, for an arc distance of 377.39 feet to a point for the end of said curve;

THENCE South 18 degrees 48 minutes 04 seconds West, a distance of 409.01 to a point for corner;

THENCE South 89 degrees 37 minutes 50 seconds West, a distance of 999.94 feet to a point for corner;

THENCE North 21 degrees 35 minutes 06 seconds West, a distance of 400.00 feet to a point for corner;

THENCE South 01 degree 12 minutes 29 seconds West, a distance of 500.15 feet to a point for corner;

THENCE South 50 degrees 45 minutes 23 seconds East, a distance of 1,121.34 feet to a point for corner;

THENCE South 70 degrees 30 minutes 06 seconds East, a distance of 10.00 feet to a point for corner;

THENCE South 18 degrees 45 minutes 29 seconds West, a distance of 259.13 feet to a point for the beginning of a curve to the right;

THENCE Southwesterly, along said curve to the right which has a chord that bears South 54 degrees 35 minutes 12 seconds West for 232.53 feet, a central angle of 71 degrees 25 minutes 39 seconds and a radius of 199.17 feet, for an arc distance of 248.30 feet to a point for the end of said curve;

THENCE South 88 degrees 36 minutes 50 seconds West, a distance of 99.99 feet to a point for corner;

THENCE South 84 degrees 27 minutes 49 seconds West, a distance of 50.24 feet to a point for corner;

THENCE South 00 degrees 13 minutes 50 seconds West, a distance of 25.00 feet to a point in the approximate centerline of County Road 550 for the most southerly southeast corner of said 471.016 acre tract;

THENCE North 89 degrees 31 minutes 10 seconds West, along the approximate centerline of said county road, a distance of 865.15 feet to a point for the most southerly southwest corner of said 471.016 acre tract;

THENCE along the westerly boundary of said 471.016 acre tract, the following bearings and distances:

North 01 degree 15 minutes 09 seconds West, a distance of 1,958.43 feet to a point for corner;

North 02 degrees 42 minutes 48 seconds West, a distance of 70.06 feet to a point for corner;

North 88 degrees 49 minutes 13 seconds West, a distance of 1,067.24 feet to a point for corner;

North 89 degrees 13 minutes 34 seconds West, a distance of 1,092.63 feet to a point for corner;

North 00 degrees 15 minutes 03 seconds East, a distance of 2,981.00 feet to a point for corner in the approximate centerline of said County Road 551;

South 89 degrees 53 minutes 05 seconds West, along the approximate centerline of said County Road 551, a distance of 570.39 feet to a point for corner;

North 00 degrees 02 minutes 46 seconds West, a distance of 2,464.40 feet to the **POINT OF BEGINNING** and containing 20,517,466 square feet, or 471.016 acres of land, more or less.

Boundary Map Depicting the Approximately 471 Acre Parent Tract



EXHIBIT "C"

Metes and Bounds Description of the Approximately 375.9 Acre Lakehaven Development

BEING a 375.9 acre tract of land situated in the ELIJAH B. REED SURVEY, ABSTRACT NO. 739, in Collin County, Texas, said tract being a portion of a called 471.016 acre tract of land described in a deed to Farmersville Investors, LP, recorded as Document No. 20060324000384140, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said 471.016 acre tract;

THENCE North 89 degrees 48 minutes 12 seconds East, along the north boundary of said 471.016 acre tract, a distance of 3,426.86 feet to a point;

THENCE South 00 degrees 09 minutes 36 seconds West, over and across said 471.016 acre tract, parallel to and 10.00 west of an east boundary of said 471.016 acre tract, a distance of 2,465.00 feet to a point;

THENCE South 89 degrees 48 minutes 46 seconds West, along a south boundary of said 471.016 acre tract, a distance of 212.48 feet to an interior ell corner of said 471.016 acre tract;

THENCE South 00 degrees 04 minutes 27 seconds West, along an east boundary of said 471.016 acre tract, passing an interior ell corner of said 471.016 acre tract at 2,193.22 feet and continuing for a total distance of 3,037.01 feet to a point for corner;

THENCE North 88 degrees 49 minutes 13 seconds West, passing an interior ell corner of said 471.016 acre tract at 484.77 feet and continuing for a total distance of 1,552.01 feet to a point on the south boundary of said 471.016 acre tract;


THENCE North 89 degrees 13 minutes 34 seconds West, along a south boundary of said 471.016 acre tract, a distance of 1,092.63 feet to an exterior ell corner of said 471.016 acre tract;

THENCE North 00 degrees 15 minutes 03 seconds East, along a west boundary of said 471.016 acre tract, a distance of 2,981.00 feet to an interior ell corner of said 471.016 acre tract;

THENCE South 89 degrees 53 minutes 05 seconds West, along a south boundary of said 471.016, a distance of 570.39 feet to the most westerly southwest corner of said 471.016 acre tract;

THENCE North 00 degrees 02 minutes 46 seconds West, along the west boundary of said 471.016 acre tract, a distance of 2,464.40 feet to the **POINT OF BEGINNING** and containing 375.9 acres of land, more or less.

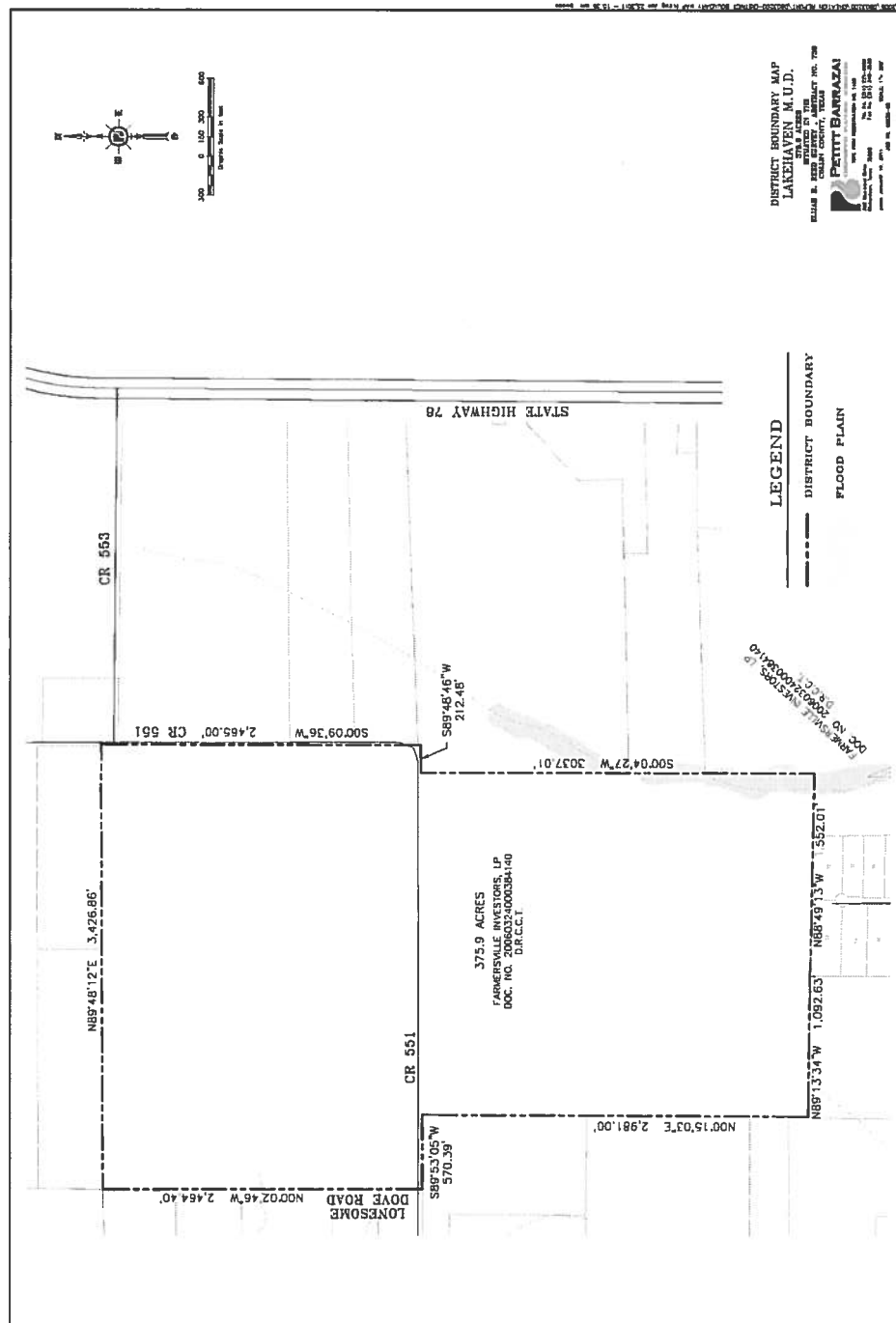
This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Brian R. Wade, R.P.L.S. No. 6098



January 19, 2011
F:\LEGAL\2008\08032\375.9Ac Political Boundary.doc

Boundary Map Depicting the Approximately 375.9 Acre Lakehaven Development





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Consider, discuss and act upon Sharyland Utilities annual report

- Representative from Sharyland will be presenting the year-end report and be available to answer questions
- Management Agreement is attached for review

ACTION: Council to act as deemed necessary.

(VI – D)



October 3, 2011

Mr. John M. Moran
City Manager
City of Farmersville
205 South Main
Farmersville, Texas 75442

Re: Amended and Restated Operating and Management Agreement between
Sharyland Utilities, L.P. and City of Farmersville

Dear Mr. Moran:

Enclosed please find one fully executed copy of the referenced agreement.

Sincerely,

A handwritten signature in blue ink that reads "Brian Beverly" followed by a stylized monogram.

Brian Beverly

BB:lb

Enclosure

AMENDED AND RESTATED
OPERATING AND MANAGEMENT AGREEMENT

Between
Sharyland Utilities, L.P.
And
City of Farmersville

This Amended and Restated Operating and Management Agreement (the "**Agreement**") is made and entered into on the 27th day of September, 2011, by and between Sharyland Utilities, L.P., a Texas limited partnership ("**Sharyland**") as successor in interest to Cap Rock Electric Cooperative, Inc., ("**Cap Rock**") and the City of Farmersville, a Texas municipality ("**Farmersville**"). Sharyland and Farmersville are each referred to herein as a "**Party**" or jointly as the "**Parties**".

RECITALS

WHEREAS, Farmersville and Cap Rock entered into the "Operating and Management Agreement" dated January 4, 1999, and the "Supplemental Agreement to Operation and Maintenance Agreement", dated August 13, 2002; and

WHEREAS, Farmersville owns and operates a municipal power distribution system (the "**Electric System**"), for the purpose of providing electrical power to its electric service customers ("**Customers**"); and

WHEREAS, Sharyland, as successor in interest to Cap Rock desires to continue to provide services to Farmersville and its Customers; and

WHEREAS, the Parties desire to enter into this Agreement for Sharyland to provide electric power to the Customers of Farmersville, as well as to operate and manage the Farmersville Electric System; and

WHEREAS, Farmersville and Sharyland now desire to amend and replace in its entirety, the "Operating and Management Agreement" and the "Supplemental Agreement to Operation and Maintenance Agreement" as amended and restated herein.

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

ARTICLE I
OBJECTIVES AND PURPOSES

- 1.01 Sharyland will be solely and totally responsible for all aspects of the operation and management of Farmersville's Electric System and Farmersville will turn over such operation and management of Farmersville's Electric System to Sharyland to operate and manage as it deems necessary in accordance with Prudent Utility Practice and subject to the provisions of this Agreement. Sharyland will be responsible, among other things, for providing electric power to the Customers of Farmersville, for operating and maintaining such Electric System, and for all Billing Services (as defined in Section 1.05). Prudent Utility Practice means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Prudent utility practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the region.
- 1.02 Sharyland will have the right to use Farmersville's Electric System in the manner that it deems necessary in accordance with Prudent Utility Practice, in its sole discretion. The Farmersville City Manager may require, at mutually convenient times and not more than quarterly, Sharyland executives to meet with city officials to explain any use of the system.
- 1.03 Farmersville's current rules, ordinances, customs and practices will be followed by Sharyland in the operation and management of the Farmersville Electric System and recommendations for improvements or changes to the Electric System can only be implemented by Farmersville's authorization.
- 1.04 Farmersville will pay Sharyland for electricity used for street lighting purposes based upon the rates set forth on Exhibit A attached hereto and incorporated herein by reference. Farmersville will pay Sharyland for all other electricity used by Farmersville for municipal buildings and facilities, based upon the electric rates for small and medium commercial rates set forth in the City of Farmersville's Code of Ordinances, Section 11.122.9 as it is amended from time to time.
- 1.05 Billing Services.
- (a) Subject to Subsection 1.05(b) below, Sharyland will bill Farmersville and the Customers of Farmersville monthly for electric service and will receive and collect all such payments (including any collection activities as Sharyland may deem appropriate) (collectively, "**Billing Services**"). All payments, applications for service, deposits, and other customer service matters will be handled by Sharyland's Celeste Division Office, located at 3873 Highway 69

North, Greenville, Texas. Customers of Farmersville will be permitted to pay bills in the manner and at the locations as described in invoices issued by Sharyland, which locations will include at least one location in the City of Farmersville. The initial locations in the City of Farmersville are set forth on Exhibit C. Sharyland may change the locations in the City of Farmersville with the consent of Farmersville, which consent will not be unreasonably withheld. The invoice will include an electronic payment option.

- (b) The parties acknowledge that as of the Retail Competition Date (as defined in Section 3.02), unless otherwise mutually agreed, Sharyland will no longer be obligated to perform the Billing Services subject to the limitations and conditions of Section 3.02. Farmersville will use commercially reasonable efforts to identify a party, and enter into an agreement with such party ("**Billing Services Provider**") (or, with Sharyland's approval, enter into an agreement with Sharyland), to perform the Billing Services from and after the Retail Competition Date. Upon request, Sharyland will reasonably cooperate with Farmersville to help identify a Billing Services Provider. The parties acknowledge that Billing Services do not include meter reading services. Sharyland will continue to perform meter reading services (unless otherwise agreed) during the term of this Agreement even if a third party is the Billing Services Provider.
 - (c) The parties will cooperate to develop customer policies before December 31, 2011, which policies will include, but not be limited to, miscellaneous services charges, customer deposits, new service applications, delinquent accounts and termination of service. Once mutually agreed, Farmersville will promptly reflect the agreed policies in a city ordinance. Sharyland will implement the agreed policies. Pending mutual agreement as to policies and adoption of the policies in the city ordinance, Sharyland will implement policies substantially the same as the corresponding policies that Sharyland applies to its existing customers.
 - (d) From October 1, 2011 through December 31, 2011, Farmersville will permit customers of Farmersville to pay bills at Farmersville City Hall, in addition to any other locations permitted by Sharyland. Thereafter, Farmersville will not permit any payments at City Hall. Farmersville will promptly pay over to Sharyland any payments received by Farmersville.
- 1.06 Sharyland is hereby granted the right, subject to the limitations set forth in this Agreement, to construct, lay, repair, remove and replace electric power lines, facilities and equipment, and to construct and install such machinery, equipment and/or facilities as may be necessary or advisable in its sole judgment for the proper performance of the services to be rendered to Farmersville and the citizens and inhabitants thereof, and in the best interest of the electricity Customers (including underground conduits, poles, towers, wires and transmission lines, and telecommunication lines for its own use), in, on, over, under, along, upon, and across all of the present and/or future streets, roads, highways, alleys and public ways of Farmersville and controlled by Farmersville, and to have at all times access to said streets, alleys, and public

ways for the purpose of constructing, laying, repairing, removing and replacing such electric power lines, facilities and equipment and other appurtenances under this grant as may be needed from time to time during the term of this Agreement; provided, however, that the work done in connection with the construction, maintenance and operation of said Electric System will be subject to and governed by the regulations, rules and ordinances now legally in force or that may be hereafter lawfully adopted.

- 1.07 Sharyland will have access to the streets and alleys of Farmersville for the purpose of constructing such facilities and equipment or performing maintenance on existing facilities as may be needed and as authorized by this Agreement from time to time during the term of this Agreement, provided that at no time will Sharyland obstruct such streets or alleys so as to interfere with the public use thereof for a period longer than twenty-four (24) hours unless approved by Farmersville's Director of Public Works, and that after such facilities or equipment are erected or laid and tested, the same will be covered, if underground, and such streets or alleys will be replaced in substantially the same or as good a condition as before such work was done.
- 1.08 Farmersville and Sharyland will conduct a joint annual review each January of each Party's performance under this Agreement, to discuss any issues that may need attention. Sharyland shall provide a written report summarizing the agreed review in February of each year to Sharyland management and the Farmersville City Council to coincide with annual wholesale power review referenced in Section 12.08 below.
- 1.09 The Parties agree that neither Sharyland nor Farmersville will repair, remove, construct or replace any facilities that are beyond the electric meter on the Customer side of the meter.

ARTICLE II

PAYMENTS AND COMPENSATION

- 2.01 The payments and compensation hereunder are based upon an estimated four (4) year average, base line Total Net Revenue of \$2,400,000.00 annually, exclusive of sales tax ("**Base Line Amount**"). The Base Line Amount will be revised as of January 1, 2014, to equal the average annual Total Net Revenue for calendar years 2010 through 2013. "**Total Net Revenue**" means total revenues received by Sharyland from electricity sold to retail Customers of Farmersville (including without limitation miscellaneous service charges) less PCRF revenues, less revenue from other surcharges permitted under Section 2.09.

2.02 Expenditures

- (a) Sharyland shall perform all maintenance and replacement necessary to effectuate system operations, including but not limited to broken guys, street light repair, broken pole replacement, wires down, replacement of bad transformers, routine patrols, connector change-out, crossarm and brace repair, insulator replacement, arrestor replacement, ground wire repair and tree trimming (tree trimming will be done on a feeder basis to cover approximately 20% of the Farmersville system annually) and any other routine maintenance and repair of the Facilities ("**Normal Maintenance**"). Normal maintenance will include helping Farmersville, prior to January 1, 2014, to clarify the ownership and condition of all facilities that constitute the Farmersville electric system and to number its utility poles. Farmersville will pay for all materials and equipment at Sharyland's cost without markup. Sharyland shall invoice Farmersville once per month within 20 days of the last day of the previous month for all such costs incurred by Sharyland for Normal Maintenance of the Facilities during the previous month. The invoice shall detail each of these costs and upon written request of Farmersville, Sharyland shall provide supporting documentation for each of the costs. It is hereby understood and agreed that all labor (whether employee or contract) and all administrative, overhead, and management fees associated with Normal Maintenance are the express responsibility of Sharyland. For any anticipated expenditure over \$10,000 Sharyland agrees to provide Farmersville at least 60 days advance notice.
- (b) The cost of any new or upgraded facilities that become necessary for Customer growth, or in response to natural disasters such as ice storms, tornadoes, etc., is to be shared by Farmersville and Sharyland as follows: Sharyland will pay the labor and overhead charges, and Sharyland will bill Farmersville and Farmersville will pay for all necessary or useful equipment and materials at Sharyland's cost without markup. As new customers or new loads are contemplated, Sharyland will provide, at its costs, engineering services and technical expertise in sizing and selecting appropriate additions to the electric system.
- (c) Any and all new residential housing addition, apartment complexes, or large industrial or commercial Customers will be handled pursuant to Farmersville's Code of Ordinances, Section 11.122.10 as it is amended or re-codified from time to time. No new facilities will be constructed unless both Parties agree, prior to the construction, that such new facilities are necessary for growth, economic development or in response to natural disasters.
- (d) No expenditures to third parties will be made by Farmersville under this Agreement except out of current revenues available to it for such purpose. Any expenditure to third parties by Farmersville will comply with any applicable provisions of Chapter 252 of the Texas Local Government Code regarding competitive bidding. Any new facilities constructed pursuant to this Agreement will remain the property of Farmersville during and after the termination of this Agreement. Should the Parties disagree on whether new

facilities are necessary in order to maintain the reliability of the Electric System, to comply with regulatory requirements, or for safety reasons, the Parties will appoint a mutually agreed independent consultant who is a recognized expert and authority in the industry to determine the matter and the Parties hereby agree to abide by that consultant's decision. All costs incurred in determining such a matter will be paid equally by Sharyland and Farmersville.

- (e) Notwithstanding anything in this Agreement to the contrary, payments by Farmersville under this Agreement shall be made in accordance with the Texas Prompt Payment Act, as amended from time to time. Payments by Sharyland to Farmersville shall be governed by the terms of this Agreement and not the Texas Prompt Payment Act.
- 2.03
- (a) Sharyland will transfer to Farmersville an annual base payment in the amount of 35.0% of the Base Line Amount which will be paid in equal quarterly payments in arrears (on a calendar quarter basis: March 31, June 30, September 30, and December 31) within 45 days after the end of the applicable calendar quarter.
 - (b) Sharyland will be entitled to all payments by Farmersville and Customers of Farmersville for electric service, except for adjustments as set forth elsewhere in Article II below. Sharyland will retain such amounts if it is providing Billing Services. Farmersville will cause any third party Billing Services Provider to direct all payments by Farmersville and Customers of Farmersville to Sharyland, and Farmersville will, and will cause any third party Billing Services Provider to, pay over any amounts it receives to Sharyland.
 - (c) If a third party is providing Billing Services, the annual base payment will increase by \$40,000, and Farmersville will be solely responsible for all fees, liabilities and expenses relating to the Billing Services Provider. If Sharyland and Farmersville mutually agree that Sharyland will be the Billing Services Provider after the Retail Competition Date, the Parties will amend this Agreement to reflect the agreed compensation to Sharyland for such services.
- 2.04
- The annual base payment for a calendar year will remain unchanged unless the Total Net Revenues vary by more than five percent (5%) either over or below the Base Line Amount in a calendar year.
- 2.05
- If Total Net Revenues exceed the Base Line Amount by five percent (5%) or more in any one year of this Agreement (e.g., Total Net Revenues for a calendar year prior to 2014 exceed \$2,520,00.00), the excess revenues above 105% of the Base Line Amount will be split between Farmersville and Sharyland, with Farmersville receiving thirty five percent (35%) of the excess revenue as an additional payment and Sharyland receiving sixty five percent (65%) of the excess revenue as an additional payment for its management and operation of Farmersville's Electric System.

- 2.06 If Total Net Revenues are five percent (5%) or more below the Base Line Amount in any one year (e.g., less than \$2,280,000.00 for a calendar year prior to 2014), the annual payment to Farmersville will be reduced by thirty five percent (35%) of the amount below 95% of the Base Line Amount. For example, if the Total Net Revenue for one year prior to 2014 equals \$2,180,000.00, the \$100,000.00 decrease below \$2,280,000.00 would result in a decrease of \$35,000.00 in Sharyland's annual payment to Farmersville.
- 2.07 If a payment is due pursuant to Section 2.05 or Section 2.06 with respect to a calendar year, Sharyland will add any amount due to Farmersville, or subtract any amount due to Sharyland, from the first quarterly payment to Farmersville pursuant to Section 2.03 in the following calendar year.
- 2.08 The parties agree that if a delinquent payment by Sharyland is made after 10 days from the due date, interest will be paid on the amount due from the due date to the date of payment at the lesser of (1) the maximum interest allowed by law or (2) the interest rate on deposits held by a utility set by the PUCT for the applicable year pursuant to section 183.003 of the Texas Utilities Code.
- 2.09 Farmersville agrees that it will not take any actions to decrease or increase the rates to any class of Customers served by the Farmersville Electric System without the written consent of the General Manager, a Senior Vice President, or the President of Sharyland, which consent shall not be unreasonably withheld. Farmersville may impose new surcharges to pay for maintenance or capital improvements to the Electric System and for any Work described in Article V, provided that the rates charged by Farmersville that count toward Total Net Revenues for purposes of this Article II are not decreased below the rates in effect on the date of this Agreement. Farmersville shall be entitled to all revenues collected by Sharyland from such surcharges, which shall be transferred to Farmersville quarterly in accordance with Section 2.03(a).
- 2.10 Sharyland and Farmersville agree to discharge mutual debts and payment obligations due and owing each other on the same date pursuant to all transactions through netting, in which case all amounts owed by each Party to the other Party for payment obligations under this Agreement shall be netted so that only the excess amount remaining shall be paid by the party that owes it.
- 2.11 If and when it is necessary for Farmersville to make electric infrastructure investments to serve the future electric load of a Collin County Community College District (CCCCD) satellite campus, initially 100% of the revenues received by Sharyland for the CCCCCD electric accounts shall be dedicated to recoupment of Farmersville's infrastructure investment necessary to serve CCCCCD. Such amounts shall be transferred to Farmersville quarterly in accordance with Section 2.03(a). After Farmersville's infrastructure costs are recovered, payments by CCCCCD will be treated under Section 2.03, like payments of other customers of Farmersville (that is, Farmersville shall be entitled to 35.0% of Total Net Revenue from CCCCCD). Nothing in this Section 2.11 shall restrict Sharyland from serving or proposing to serve the CCCCCD load

if Sharyland is permitted by law to serve such load.

ARTICLE III **TERM AND TERMINATION OF AGREEMENT**

- 3.01 This Agreement will be effective on the date of this Agreement; provided that the obligations of Sharyland to provide the services, and of Farmersville to pay for the services, under this Agreement will commence on October 1, 2011. This Agreement will remain in effect until December 31, 2016, subject to earlier termination as provided in this Article III and in Article VIII.
- 3.02 Sharyland agrees to provide the City of Farmersville 360 days prior written notice of the date when it will enter into the retail electric competition market within the Electric Reliability Council of Texas (the “**Retail Competition Date**”). In the event that Sharyland should provide notice of intent to offer retail electric choice due to an order of the Public Utility Commission of Texas (“**PUCT**”), then the period above will be adjusted as necessary to allow the Parties to timely comply with such PUCT order. Sharyland currently expects the Retail Competition Date to be January 1, 2014, but Farmersville acknowledges that the Retail Competition Date could be earlier or later. If Farmersville does not enter into an agreement for Billing Services at least 180 days prior to the Retail Competition Date, or such later time as Sharyland may agree, then this Agreement shall terminate as of the Retail Competition Date.
- 3.03 Unless Sharyland and Farmersville have agreed that Sharyland will be the Billing Services Provider after the Retail Competition Date, either party may terminate this agreement as of any time after the Retail Competition Date by giving at least 12 months written notice prior to the termination date.

ARTICLE IV **COMMUNITY SERVICE**

Sharyland will continue to be involved with community events and special projects during the term of this Agreement, subject to the requirements and cost structure stated in Article V below.

ARTICLE V **ADDITIONAL SERVICES AND SPECIAL PROJECTS**

Sharyland may provide certain additional services and special projects (together referred to as “**Work**”) to Farmersville from time to time. All Work will be performed by Sharyland pursuant to a written Work Order, prepared by Sharyland and approved by the Farmersville City Manager or Director of Public Works, which will set forth the description of services to be performed, location, duration of the Work, and estimated costs for labor, material and overhead charges. Upon completion of work, Farmersville will be responsible for the payment of all costs associated with any additional services and special projects within 31 days of an invoice, in accordance with Section 2.02(e). A Form of Work Order is attached

hereto as Exhibit B. Examples of special projects include, without limitation, upgrading street lights to LED and "Rails to Trails" Subject to Section 2.09, Farmersville may require Sharyland or alternative billing entity to surcharge Farmersville customers to cover the costs of additional services and special projects.

ARTICLE VI
ACKNOWLEDGMENTS AND AGREEMENTS;
REPRESENTATIONS AND WARRANTIES

- 6.01 Each Party acknowledges and agrees that:
- (a) the material economic terms of this Agreement have been individually tailored and negotiated;
 - (b) the other Party is acting solely in the capacity of an arm's length contractual counterpart with respect to this Agreement;
 - (c) the other Party is not acting as a financial advisor (or in any similar capacity) with respect to this Agreement; and
 - d) it is entering into this Agreement in reliance upon its own judgment and upon such tax, accounting, regulatory and financial advice given by its representatives as it has deemed necessary, with full understanding of all of the material risks involved.
- 6.02 Farmersville represents and warrants to Sharyland continuing throughout the term of this Agreement and the term of any agreements entered into in connection with this Agreement (collectively, the "**Ancillary Agreements**"), with respect to this Agreement and the Ancillary Agreements, as follows:
- (a) all acts necessary to the valid execution, delivery and performance of this Agreement and the Ancillary Agreements, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Texas Local Government Code (the "**Act**") and Farmersville's ordinances, bylaws or other regulations;
 - (b) all persons making up the governing body of Farmersville are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with the Act and other applicable law;
 - (c) entry into and performance of this Agreement and the Ancillary Agreements by Farmersville are for a proper public purpose within the meaning of the Act and all other relevant constitutional, organic or other governing documents and applicable law;
 - (d) neither the term of this Agreement nor the term of any Ancillary Agreement extends beyond any applicable limitation imposed by the Act or other

relevant constitutional, organic or other governing documents and applicable law, Farmersville's obligations to make payments hereunder are unsubordinated obligations and such payments are (i) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law or (ii) otherwise not subject to any prior claim under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all of Farmersville's obligations hereunder or under the Ancillary Agreements; and

- (e) obligations to make payments hereunder or under the Ancillary Agreements do not constitute any kind of indebtedness of Farmersville or create any kind of lien on, or security interest in, any property or revenues of Farmersville, which, in either case, is proscribed by any provision of the Act or any other relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

- 6.03 Farmersville represents and warrants that with respect to its contractual obligations hereunder and under the Ancillary Agreements and the performance thereof, it is not entitled to claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization), (c) relief by way of injunction, order for specific performance or recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment.

ARTICLE VII

EXTRATERRITORIAL JURISDICTION OF FARMERSVILLE

This Agreement will not prevent Farmersville or Sharyland from providing or attempting to provide electric service to any current or future customer in any uncertified territory or any territory in which Sharyland and Farmersville are both certified to serve within Farmersville city limits or within Farmersville's extraterritorial jurisdiction ("ETJ"), if such service is allowed by the appropriate regulatory authorities.

ARTICLE VIII

GROUND FOR EARLY TERMINATION

- 8.01 The following will be grounds for early termination of this Agreement:
 - (a) Either Party may terminate this Agreement if the other Party fails to make payment of any amounts due under any provision of this Agreement, which

failure continues for a period of thirty (30) days after receipt of written notice of such nonpayment. If any portion of charges owed by one party to the other is disputed, the portion not in dispute should be promptly paid along with a notice of dispute. The parties mutually commit to attempt to resolve a dispute prior to sending a written notice of nonpayment.

- (b) Either Party may terminate this Agreement if the other Party fails to comply with any other material provision of this Agreement, which failure continues for a period of thirty (30) days after written notice of such noncompliance, unless, in the case of a failure which cannot be cured within thirty (30) days, the non-complying Party has commenced to cure such noncompliance within the thirty (30) day notice period, is thereafter diligently pursuing such efforts, and the noncompliance is cured within sixty (60) days following the date that written notice of noncompliance is given. If during the cure periods under this Section 8.01(b) the non-complying Party is, in good faith, attempting to cure its noncompliance then the other Party will, to the extent its cooperation is required, cooperate with the non-complying Party so long as that cooperation does not require the other Party to waive any of its rights under this Agreement or make any economic concessions to the non-complying Party.
- (c) Either Party may terminate this Agreement immediately if the other Party (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it; (iii) otherwise becomes bankrupt or insolvent (however evidenced); or (iv) is unable to pay its debts as they fall due.
- (d) Either Party may terminate this Agreement sixty (60) days after written notice if the other Party or its activities become subject to regulation under state or federal law to a materially greater or different extent than that existing on the date of this Agreement and such greater or different regulation renders this Agreement illegal, unenforceable, or materially changes the economic benefits to the Parties.

8.02 Should Farmersville terminate this Agreement for any reason, other than in accordance with Section 8.01, Sharyland will be reimbursed for all labor, materials, and overhead charges used or incurred in constructing facilities pursuant to Section 2.02 which are completed after written notice is received by Sharyland of Farmersville's intention to terminate this Agreement. Should Sharyland or Farmersville terminate this Agreement, for any reason, other than in accordance with Section 3.01, then to the extent that Sharyland has entered into wholesale power agreements to serve the Customers of Farmersville, Farmersville hereby agrees to either accept assignment of such agreements and assume Sharyland's rights and responsibilities and be responsible for all payments thereunder or reimburse Sharyland for any expenses or costs incurred as a result of terminating any such agreements.

- 8.03 Upon termination in accordance with Section 8.01, the terminating Party will be excused and relieved of all obligations and liabilities under this Agreement, except those liabilities incurred before the effective date of termination or as provided in Section 8.02. The right to terminate this Agreement prior to the expiration of the term of this Agreement pursuant to Section 8.01, and the rights provided in Section 8.02, shall not be deemed to be exclusive remedies, and shall be in addition to all other rights and remedies available to the terminating Party in law or equity.
- 8.04 Each Party will use every reasonable effort to mitigate any damages resulting from a breach and/or termination of this Agreement.
- 8.05 If this Agreement is terminated by either Party, each Party will cooperate in providing the information, documents, software and other resources necessary to facilitate the transition of services that the termination causes.

ARTICLE IX **FORCE MAJEURE**

- 9.01 Neither Party will be responsible or liable for or deemed in breach of this Agreement because of any delay or failure in the performance of its obligations under this Agreement (other than the obligation to pay money) due solely to circumstances beyond the reasonable control of the Party experiencing such delay or failure, including, but not limited to, acts of God; unusually severe weather conditions; war, riots, requirements, actions or failures to act on the part of governmental authorities (other than the City of Farmersville) preventing performance; accident; fire; damage to or breakdown of necessary facilities (including, without limitation, the inability to obtain necessary parts and equipment); or transportation or transmission delays, curtailments or accidents (such causes hereinafter called "**Force Majeure**"); provided that: (a) the nonperforming Party give the other Party reasonably prompt written notice describing the particulars of the occurrence; (b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; (c) the nonperforming Party uses all reasonable efforts to remedy its inability to perform; (d) when the nonperforming Party is able to resume performance of its obligations under this Agreement, that Party will give the other party written notice to that effect; and (e) the Force Majeure was not caused by or connected with any negligent or intentional acts, errors, or omissions of the nonperforming Party, or the nonperforming Party's failure to comply with any law, rule, regulation, order or ordinance, or any breach or default to this Agreement by the nonperforming Party.
- 9.02 Except as otherwise provided, in no event will any condition of Force Majeure extend the term of this Agreement. If any condition of Force Majeure delays a Party's performance for a time period greater than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days written notice, without further obligation, except for financial and indemnity obligations that were created prior to the notice of termination.

- 9.03 The affected Party will use all reasonable efforts to remedy any inability to perform due to Force Majeure. If within a reasonable time after the occurrence of a Force Majeure the affected Party has failed to take such action as that Party could lawfully and reasonably initiate to remove or relieve either the Force Majeure occurrence or its direct or indirect effects, the other Party may, in its sole discretion and after written notice to the affected Party, but at the affected Party's expense, initiate such reasonable measures as will be designed to remove or relieve such Force Majeure occurrence or its direct or indirect effects and thereafter require the affected Party to resume full or partial performance. The affected party will reimburse the other Party promptly for the expenses incurred by such other Party in taking the aforementioned measures.

ARTICLE X
INDEMNITY AND HOLD HARMLESS AGREEMENT;
LIMITATION ON LIABILITY

- 10.01 Sharyland and its successors and assigns will indemnify and save harmless Farmersville, and its successors and assigns from all suits, actions, losses, damages, claims, causes of action, liabilities, damages or actions of any character, type, or description (collectively, "**Damages**"), including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, incurred for defending any claim for injury or death to any person or injury to any property received or sustained by any person or persons or property caused by the negligence or recklessness of Sharyland, its successors and assigns or its agents, contractors or employees arising from or related to the operation and management of Farmersville's Electric System pursuant to this Agreement by Sharyland and its successors and assigns or its agents and employees.
- 10.02 Farmersville and its successors and assigns will, to the extent allowed by law, indemnify and save harmless Sharyland, and its successors and assigns from all Damages, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, incurred for defending any claim for injury or death to any person or injury to any property received or sustained by any person or persons or property caused by the negligence or recklessness of Farmersville, its successors and assigns or its agents, contractors or employees arising from or related to Farmersville's Electric System.
- 10.03 Sharyland and Farmersville agree that each Party will keep in effect valid insurance policies as are customary and appropriate relating to the ownership, use or operation of Farmersville's electric system by such Party, in such amounts as the parties agree. Each such policy will name the other Party as an additional insured.
- 10.04 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT,
- (A) NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR INDIRECT DAMAGES, WHETHER BASED ON CONTRACT,

TORT, STRICT LIABILITY, OTHER LAW, INDEMNITY OR OTHERWISE AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT,

(B) THE TOTAL LIABILITY OF SHARYLAND UNDER THIS AGREEMENT SHALL NOT EXCEED THE NET AMOUNT OF FEES SHARYLAND HAS RECEIVED FROM FARMERSVILLE AND FROM CUSTOMERS OF FARMERSVILLE UNDER THIS AGREEMENT IN THE YEAR IN WHICH THE DAMAGES OCCUR.

- 10.5 THE INDEMNITIES AND OTHER PROVISIONS SET FORTH IN THIS ARTICLE X SHALL BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY INDEMNITEE.

ARTICLE XI **MISCELLANEOUS**

- 11.01 The provisions of this Agreement are intended for the sole benefit of Farmersville and Sharyland and there are no third party beneficiaries of this Agreement.
- 11.02 Farmersville and Sharyland each will keep properly stored and maintained, and will make available for the inspection, examination and audit of the other Party, its authorized employees, agents, or representatives and auditors at all reasonable times, such records as required by this Agreement and all data, documents, and other materials relating to or substantiating any revenues to be paid by or to Farmersville or Sharyland, for the minimum period required by the State of Texas for records retention. Any audit shall be undertaken at reasonable times and in conformance with generally accepted audit and accounting standards. Each party agrees to cooperate with any audit.
- 11.03 Sharyland will provide Farmersville with monthly reports containing such billing, usage and other information as the Parties agree upon.
- 11.04 If there is a dispute between Sharyland and Farmersville concerning the amount of any payment hereunder, the party obligated to pay such disputed amount will pay the undisputed portion of the amount. Sharyland and Farmersville will attempt to promptly and amicably resolve the dispute. Upon resolution of the dispute the disputed amount will be paid or refunded, as the case may be, to the prevailing Party, together with accrued interest at the rate of three percent (3%) per annum from the due date or the date the disputed amount was paid by the

prevailing Party, as the case may be, to the date of payment or refund as the case may be.

- 11.05 Sharyland will be wholly responsible for filing all necessary reports with any state or federal agencies with regard to the operation of Farmersville's Electric System.
- 11.06 All employees of Sharyland who perform services on or around Farmersville's Electric System will be identified as Sharyland personnel by a uniform and all Sharyland vehicles used on or around the Farmersville Electric System will be marked showing that they belong to Sharyland.
- 11.07 Sharyland agrees that it will provide a response time of forty (40) minutes from the time a trouble call is received until a Sharyland employee is present at the scene. Sharyland shall keep a record of all trouble calls from Farmersville customers, the nature of the complaint, the timeliness of response and timeliness of resolution. Said records will be available to Farmersville upon request. To the extent the PUCT establishes a rule regarding response times to complaints, Sharyland will comply with such rule.
- 11.08 Farmersville may prepare a customer class cost of service study before December 31, 2012. The consulting firm selected to perform the study shall be acceptable to both parties. Sharyland shall reasonably cooperate with Farmersville upon request to provide information in connection with the cost of service study to be conducted. The costs of the study shall initially be paid by Farmersville and Sharyland shall reimburse Farmersville for 50% of such costs.
- 11.09 Neither Party will (by operation of law or otherwise) assign its rights or delegate its performance under this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld, and any attempted assignment or delegation without such consent will be void. Withholding consent because the assignee has materially lesser financial resources or operating experience will not be deemed unreasonable. Subject to the preceding sentence, this Agreement and all of its covenants, terms and provisions will be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.
- 11.10 Unless otherwise provided in this Agreement, any notice, consent or other communication required to be made under this Agreement will be in writing, will include an effective date, and will be mailed first class, U.S. Mail, postage prepaid, or delivered to the address or sent to the fax number, set forth below:

Sharyland Utilities, L.P.
1900 North Akard Street
Dallas, Texas 75201
Attn. Senior Vice-President
Fax: (214) 978-8810

City of Farmersville
205 South Main
Farmersville, Texas 75442
Attn: City Manager
Fax: (972) 782-6604

- 11.11 This Agreement will not constitute the dedication of either Party's system or

resources or any portion thereof to the other Party or to the public. Except with respect to the obligations specifically set forth in this Agreement, nothing contained in this Agreement will be construed to form a partnership, joint venture, fiduciary, or any other legal relationship between the parties other than the relationship of independent contracting parties.

- 11.12 No provision of this Agreement will be construed as a sale of any facility or property of Farmersville to Sharyland.
- 11.13 This Agreement is entered into and performable in Collin County, Texas and will be governed by and construed in accordance with the laws of the State of Texas applicable to Agreements made and to be performed in the State of Texas excluding conflicts of laws principles. Venue shall be in Collin County, Texas.
- 11.14 This Agreement may not be amended, modified, superseded, or canceled, nor may any of the terms hereof be waived, except by a written instrument executed by both Parties or, in the case of a waiver, by the Party waiving compliance. Any failure of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its provisions at any time during the pendency of this Agreement will in no way affect the validity of this Agreement, or any part hereof, and will not be deemed to be a waiver of the right of either Party thereafter to enforce any and each such provision.
- 11.15 The invalidity of one or more of the provisions or Sections contained in this Agreement will not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. In the event that any portion or all of this Agreement is held to be invalid or unenforceable, the Parties agree to negotiate in good faith to reach an equitable agreement on such portion that is void or unenforceable which will affect the intent of the Parties as set forth in this Agreement.
- 11.16 This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and commitments with respect thereto. There are no oral understandings, terms or conditions and neither Party has relied upon any representations, express or implied, not contained in this Agreement.
- 11.17 All indexes, titles, subject headings, section titles, and similar items are provided for the purposes of reference and convenience and are not intended to be inclusive, definitive, or to affect the meaning of the contents or scope of this Agreement. "Include," "includes" or "including" means, in each case, without limitation.
- 11.18 The Parties agree that this Amended and Restated Operating and Management Agreement will, from and after October 1, 2011, supersede the "**Operating and Management Agreement**" entered into by the Parties or their predecessor in interest hereto on January 4, 1999 as well as the "Supplemental Agreement to Operation and Maintenance Agreement" entered into on August 13, 2002, and any other amendments to such agreements.

ARTICLE XII
WHOLESALE POWER AGREEMENT

- 12.01 Sharyland currently provides to Farmersville wholesale electric power for distribution to Farmersville Customers.
- 12.02 All wholesale power costs assessed to Farmersville and its Customers by Sharyland under the provisions of this Agreement will be billed in accordance with the terms, conditions and prices of the then applicable wholesale power agreement ("**Wholesale Power Agreement**") between Sharyland and its wholesale power supplier, as amended from time to time. Costs of base wholesale electricity passed on to Farmersville and its customers will be the same as costs to Sharyland for its base wholesale power. A fully executed copy of the currently effective Wholesale Power Agreement will be made available to Farmersville.
- 12.03 In accordance with the Wholesale Power Agreement, the Power Cost Recovery Factor ("**PCRf**") will be calculated on a base wholesale cost as stated in the Wholesale Power Agreement. All charges directly related to wholesale cost above this established base will be passed through to Farmersville in the form of PCRf. All charges directly related to wholesale cost below this established base will be credited in the form of PCRf. Sharyland shall provide Farmersville a monthly report on the under or over-recovered PCRf balance. Interest at the lesser of (1) the maximum interest allowed by law or (2) the interest rate on deposits held by a utility set by the PUCT for the applicable year pursuant to Section 183.003 of the Texas Utilities Code, will be charged or credited to under or over-recovered PCRf balances.
- 12.04 Sharyland will furnish Farmersville not less than sixty (60) days written notice of any additional costs of wholesale power supply proposed to be passed on to Farmersville that are not set forth in the Wholesale Power Agreement. The Farmersville City Council will provide for such public notice of the proposed cost increase as it deems advisable at the time and will conduct a public hearing on the matter. At the public hearing before the Council, Sharyland will appear through its duly authorized representative and present documentary evidence establishing the additional cost required to be passed on to Customers in PCRf charges. Notwithstanding the foregoing, the Parties agree that Sharyland will continue to pass through all applicable Transmission Cost of Service ("**TCOS**") charges in the form of PCRf without a public hearing before the City Council.
- 12.05 Sharyland will, upon request by Farmersville, provide information reasonably requested by Farmersville and available to Sharyland, to assist Farmersville in establishing the PCRf. Such information may include natural gas prices and other market information. Notwithstanding anything to the contrary, Sharyland shall have no liability to Farmersville arising out of this Section 12.05, and Farmersville shall be solely responsible for setting the PCRf. THIS RELEASE FROM LIABILITY SHALL BE ENFORCEABLE AGAINST FARMERSVILLE IN ACCORDANCE WITH ITS EXPRESS TERMS AND

SCOPE NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT A RELEASE BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF SHARYLAND.

- 12.06 The Parties understand that there may be Electric Reliability Council of Texas fees required by state law, congestion management fees, and other unknown actual costs that may be factors in the Power Cost Adjustment and PCRF as defined in the Farmersville's rate ordinance and may be passed through the PCRF.
- 12.07 Prior to the determination of any future wholesale power supply issues, decisions or contracts, Farmersville and Sharyland will discuss such issues at a City Council meeting so that the City Council and its consultants will have meaningful input in all such issues that affect Farmersville power supply.
- 12.08 An annual review the Wholesale Power Agreement will be conducted at the first regular City Council meeting in February each year during the term of the Wholesale Power Agreement.
- 12.09 In the event that Sharyland enters into the competitive electricity market within ERCOT or otherwise terminates this Agreement for any reason, Sharyland will provide notice to Farmersville pursuant Section 3.02 above and the Parties will work together to execute (at Farmersville's election) an assignment or termination of the Wholesale Power Agreement. Farmersville acknowledges that Sharyland does not currently have the right to assign the Wholesale Power Agreement to Farmersville without consent.

ARTICLE XIII **RIGHT OF FIRST REFUSAL**

- 13.01 If Farmersville desires to sell, assign, transfer or otherwise dispose of all or any material portion of Farmersville's electric system, directly or indirectly (including if Farmersville receives an offer for Farmersville to do so and Farmersville is prepared to accept the offer) (each a "**Covered Transaction**"), Farmersville shall give notice thereof in writing to Sharyland ("**Offer Notice**"). The Offer Notice shall attach a true and complete copy of the proposed form of definitive agreement for the Covered Transaction and all information about Farmersville and its electric system that was provided to any proposed counterparty, or which Farmersville believes would be material to Sharyland's decision whether to exercise its rights under this Section.
- 13.02 For a period of ninety (90) days after receipt by Sharyland of the Offer, Sharyland shall have the right to enter into the Covered Transaction with Farmersville on substantially the same terms and conditions as provided in the Offer Notice, by giving written notice to Farmersville. During this period, Sharyland shall be entitled to conduct a due diligence investigation of Farmersville and its electric system, and Farmersville will cooperate with such



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Consider, discuss and act upon Community Waste Disposal annual report

- Representative from CWD will be presenting the year-end report and be available to answer questions
- Contract is attached for review

ACTION: Council to act as deemed necessary.

(VI – E)

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

This Contract for Citywide Recycling Services (the "Contract") is made by and between Community Waste Disposal, LP, a Texas Limited Partnership, (the "Contractor") and the City of Farmersville, Texas, a municipal corporation (the "City").

The Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary and agrees to make such collections of Recyclable Materials available to all Residential and Commercial Customers within the City and agrees that such Collections shall be performed pursuant to and consistent with the terms of this Contract, as well as all ordinances and regulations of the City governing or relating to the Collection of Recycling. In addition to providing recycling Polycarts to Residential Customers within the City, Contractor shall provide the City a sufficient supply of recycling Polycarts each year during the term of this Contract and any extension or renewal period, unless agreed otherwise in writing by the City, that the City may provide to Residential Customers desiring to recycle, increase their recycling capabilities, or replace missing, damaged or stolen recycling Polycarts. The parties agree that the Contract Documents shall consist of the following:

This Contract shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:

- Page 1 of 28

- d. The performance bond; and
- e. Any addenda or changes to the foregoing documents agreed to in writing and signed by the parties hereto.

These Contract Documents are incorporated by reference into this Contract as if set out herein in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed herein above.

Section 2. Basis and Method of Payment

Compensation paid to or collected by the Contractor during the initial twenty-four (24) month period of the Contract shall be an amount equal to the compensation described in the attached **Exhibit "A"** ("Base Compensation"). Thereafter, the compensation paid to or collected by the Contractor shall be an amount equal to the Base Compensation plus such additional amount(s) as may be authorized by the City pursuant to Section 2.4 ("Modified Compensation"). Base Compensation and Modified Compensation are collectively referred to as hereinafter as "Compensation." Fifteen percent (15%) of gross receipts based on the Compensation described in **Exhibit "A"** shall be charged and collected as a License Fee for the use and benefit of the City.

2.1 Billing and Collection:

A. **Residential Customers:** City shall provide all residential billing for the Recycling Services. Contractor shall not bill any residential customers within the City for any Recycling Services. It is understood and agreed that the City may collect from residential Customers in addition to the Contractor's Compensation and License Fees such additional amounts as may be determined necessary by the City to cover the costs of billing and collection services, fees, and other associated Recycling Services costs per household per month. Any amounts collected in excess of the Compensation due to Contractor that is paid by each residential Customer shall be retained by the City to offset such additional costs of administering this program.

B. **Commercial and Industrial Customers:** The Contractor shall be responsible for billing and collecting from all commercial and industrial Customers directly the amount of the then effective rate of Compensation for said services plus a fifteen percent (15%) License Fee to be remitted to the City. Contractor agrees to pay to City a fifteen percent (15%) License Fee, as agreed upon between the City and Contractor, on or before the last day of each month. Such fee will be based on the gross amount billed for all services rendered during the preceding month, excluding any sales taxes. Contractor shall quote

rates for commercial and industrial Recycling Services in compliance with the rate structure set forth in this Contract. Contractor shall bill Commercial and Industrial Unit customers directly, and the City shall not be entitled to any compensation relating to such billing, other than the aforementioned License Fee. Contractor shall have the right to suspend services to any Commercial or Industrial Unit Customer that does not timely pay for Recycling Services after providing written notice to said Customer. If Contractor suspends service to a Commercial or Industrial Unit Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Commercial or Industrial Unit Customer is reinstated.

C. Collection of Past Due Accounts: City and Contractor shall each prepare a list of delinquent accounts on a monthly basis. City shall provide to Contractor and Contractor shall provide to City their respective lists of delinquent accounts each month. Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by the City and/or Commercial Unit and Industrial Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Contract. If Contractor desires to pursue the collection of delinquent payments owed by one or more Residential Unit Customers, Contractor shall notify City of such intent and City shall allow Contractor to collect such delinquent accounts so that both City and Contractor are not attempting to collect the same delinquent accounts.

Contractor shall remit to City with Contractor's monthly payment a fifteen percent (15%) License Fee on any and all amounts paid to or collected by Contractor on delinquent accounts including service reactivation fees and/or late payment fees but excluding attorney's fees and costs of court during the immediately preceding month. For any delinquent accounts that are paid to or collected by City, City shall remit to Contractor with City's monthly payment the Compensation due to Contractor on any delinquent accounts paid to or collected by the City during the immediately preceding month.

2.2 Regular Service for Municipally Owned or Operated Facilities: Contractor shall make no charge for Recycling Services at City-owned or operated office buildings, facilities and sites, City Parks and other City-designated sites identified as follows including the type and number of containers per location.

Best Center	One Polycart
City Hall	One Polycart
Farmersville Downtown Park	Four Polycarts
Farmersville Library/Civic Center	Two Polycarts
Farmersville Onion Shed*	Two Polycarts
Farmersville Police/Fire	Two Polycarts
Farmersville Public Works	Two Polycarts

Farmersville Senior Center
Spain Athletic Complex*

One Polycart
Two Polycarts

Such service shall be provided one time per week, unless otherwise agreed by the parties in writing.

Contractor shall work with the City Manager and the City's Director of Public Works to add any further City-owned or operated office buildings, facilities and sites, City Parks and other City-designated sites that may have been omitted from the foregoing list or which may hereafter come online. Service to any such new or omitted City-owned or operated office buildings, facilities and sites, City Parks and other City-designated sites shall be provided by Contractor at no charge.

2.3 Farmersville Independent School District Recycling Program: The Farmersville Independent School District ("FISD") is very interested in developing an educational program regarding recycling in conjunction with the Contractor. Contractor and FISD have had preliminary discussion regarding an educational recycling program and recognize that such a program may increase the amount of Recyclable Materials being recycled by Farmersville Recycling Customers. In this regard, Contractor agrees to cooperate with FISD to develop and implement an educational Recycling program, and provide an update regarding this effort to the City Manager on a quarterly basis.

2.4 Contractor's Compensation and License Fees: The City shall, on or before the 10th day of each month, remit to the Contractor, for residential accounts serviced per City billing records during the preceding month, the Compensation due and payable to Contractor. The City shall only be required to remit Compensation to the Contractor based on the number of Customer accounts actually collected by the City. Contractor shall approve or deny all residential adjustment request forms sent by the City to the Contractor within twenty-four (24) hours of receipt thereof. All denied requests shall immediately include a detailed explanation by the Contractor.

The Contractor, on or before the twenty-fifth (25th) day of each month shall remit to the City the detailed billing of all commercial and industrial Customers in a format approved by the City together with all other fees and charges of any kind or nature collected from commercial and industrial Customers. The fifteen percent (15%) License Fee on such gross receipts shall be collected by the Contractor and paid to the City on a monthly basis contemporaneously with the submission of such detailed billing report. Contractor must abide by policies set forth by City for Recycling Services. The Contractor shall only be required to remit to the City based on what is collected from the Customers.

In the event that any Customers are in default, the Contractor reserves the right to stop service to those Customers until they have paid their balance in full. The Contractor shall notify the City's Public Works Director at least twenty-four (24) hours prior to initiating any stoppage in service to any Customer.

2.5 Modification of Contractor Compensation: The Collection rates shall not be adjusted during the first twenty-four (24) months of the Contract. Following the conclusion of the first twenty-four (24) months of the Contract, Contractor will be entitled to an annual rate review. The rates may be adjusted up or down no more than once every twelve (12) months to be effective October 1 of each year through the term of this Contract (the "Annual Adjustment"). The Annual Adjustment will be applicable to all charges for Recycling Services for both Residential and Commercial services as contained in the Contract Documents. Rates and fees will be adjusted by the Contractor for the third and subsequent years of the Contract as provided herein-below. The amount of the License Fee to be collected and retained by or remitted to the City shall increase proportionately with any Annual Adjustment.

A. If requested by Contractor, the Contractor's Base Compensation shall be considered by the City Council for increase or decrease upon the City's receipt and review of appropriate documentation by Contractor, as the case may be, based on Contractor's ability to cover increases in documented costs resulting from (1) changes in any laws, ordinances, regulatory requirements or guidelines (including changes in construction or interpretation thereof or changes in the manner or method of enforcement thereof); (2) documented increased costs due to changes in location of recycling facilities and/or documented increases in recycling costs; or (3) documented increased direct costs of operations, over and above the CPI, including but not limited to changes in fuel costs. Any proposed adjustment shall be submitted to City no more than once every 12 months, on or before June 1, to be effective on October 1.

B. Contractor may petition the City Council for CPI adjustments to the Base Compensation described in **Exhibit "A"** no more than once every twelve (12) months, on or before June 1, to be effective October 1, annually during the term of this Agreement, to reflect changes in the cost of operations, as reflected by fluctuations in the Price Wage Earners and Clerical Workers (CPI-U, All Items) published by the U.S. Department of Labor, Bureau of Labor Statistics, Dallas-Fort Worth area, in the "March - April" report. The compensation may be adjusted for the ensuing twelve (12) month period by a percentage not to exceed seventy-five percent (75%) of the net percentage change of the CPI-U, All Items Index.

C. If the index specified above is discontinued, the parties hereto shall agree by April 1 of the then current year to substitute another equally authoritative measure of change in the purchasing power of the U. S. dollar for CPI as may then be available so as to carry out the intent of this provision. If the Bureau of Labor Statistics designates an index with a new title or code number or table number as being the continuation of the index cited herein, the new index shall be used. If the specific "Dallas-Fort Worth" index is discontinued, but the "U.S. City Average" remains, the latter index shall be used. Otherwise, a substitute shall be agreed upon by the parties.

D. If a customer requests Recycling Services that are not described on **Exhibit "A"**, Contractor shall so advise City and propose a reasonable fee for such services. The City Manager, or designee, shall authorize such services at a reasonable fee, as he determines it, for a time not to exceed thirty (30) calendar days, or other time reasonably necessary to obtain City Council approval of an amendment to the City rate and **Exhibit "A"**.

E. All changes in the Contractor's Base Compensation under this Contract shall require approval by the City Council.

2.6 **Revenue Sharing:** The Contractor shall pay to City a share of the net revenues Contractor receives from the marketing and sale of Recyclable Materials collected from within the City's corporate limits to the extent that net values per ton of recyclable material exceed One Hundred Twenty Dollars and Twenty-One Cents (\$120.21) per ton as reflected generally in the Recycle Revenue Sharing Calculation Example attached hereto as Exhibit "B" and incorporated herein by reference. Contractor shall pay City the net amount of Six Dollars and Twenty-Five Cents (\$6.25) per ton of recyclable materials on a net market value of One Hundred Twenty Dollars and Twenty-One Cents (\$120.21) per ton (the "Minimum Share Payment"). As the market value of recyclable materials increases the amount of revenues shared with the City shall increase proportionately to the Minimum Share Payment.

It is specifically understood and agreed that nothing in this Contract shall ever require City to pay or reimburse Contractor for market values of recyclable materials that fall below One Hundred Twenty Dollars and Twenty-One Cents (\$120.21) per ton. Payments of said revenue sharing shall be calculated and paid on a quarterly basis with such quarters ending on April 30, June 30, September 30 and January 31 of each year of this Contract or any extension or renewal hereof. Contractor shall pay said revenue sharing payments to City on or before the fifteenth day of the month following the quarter then ending. Notwithstanding the foregoing, Contractor shall not be required to make revenue sharing payments to City for any quarter in which the net value per ton of recyclable materials averages less than One Hundred Twenty Dollars and Twenty-One Cents (\$120.21) per ton of recyclable material collected and/or sold within that quarter.

City's revenue sharing payment shall be capped at Forty and Zero/One Hundredths Dollars (\$40.00) per ton (the "Maximum Share Payment") save and except that City will receive credit for amounts in excess of the Maximum Share Payment to offset any shortfalls for quarters in which the revenue sharing payment calculated as being payable to City are less than the Minimum Share Payment.

Section 3. Definitions

Unless otherwise specified herein the following terms shall have the following meanings:

3.1 **Agreement Year:** A twelve (12) month period of time commencing upon the Contract Date hereof and, thereafter, a twelve (12) month period of time commencing upon the anniversary of the Contract Date.

3.2 **City:** The City of Farmersville, Texas.

3.3 **Commercial and Industrial Unit:** All premises, locations or entities, public or private, requiring Recycling collection within the corporate limits of the City, other than one to four family residential units, including hotels, motels, structures containing more than four (4) dwellings, and residential care facilities.

3.4 **Commodity:** Material that can be sold in a spot or future market for processing and use or reuse.

3.5 **Commodity Buyer:** A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

3.6 **Compactable Waste:** Items that can be crushed under the weight of compaction equipment.

3.7 **Construction Debris:** Waste building materials resulting from construction, remodeling, repair or demolition operations.

3.8 **Contract Documents:** The Request for Proposal, Contractor's Proposal, Performance Bond, Contract resulting from negotiations, and any addenda or changes to the foregoing documents agreed to by the City and Contractor.

3.9 **Contractor:** The person, corporation, or partnership performing services under this Contract.

3.10 **Customer:** An occupant, owner, or tenant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Recyclable Materials.

3.11 **Hazardous Waste:** Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

3.12 Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

3.13 Overflow: All Recyclable Materials generated at a Residential Unit that do not fit inside the Residential Unit's Polycart(s) with the lid(s) closed.

3.14 Polycart: A wheeled receptacle with a maximum capacity of 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit and Commercial Hand Collect Unit, with ownership retained by Contractor.

3.15 Recyclable Materials or Recyclables, Acceptable: Commodities collected by Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, cardboard and chipboard; non-yellowed dry newsprint, slicks and ads; magazines; phone books; catalogs; junk mail; plastic containers #1 through #5 and #7 (no styrofoam); unbroken glass bottles and jars; and Crimped Aluminum, Steel and Tin Food & Drink Cans. All materials must be thoroughly rinsed. Caps, lids, collars must be removed.

3.16 Recyclable Materials or Recyclables, Unacceptable: The following items are NOT acceptable Recyclable Materials or Recyclables: all bags and ties; all lids, caps or rings; paper towels, facial tissue and toilet tissue; plastic bags and packaging; wax coated paper drink containers; paper, plastic and styrofoam serving containers; spray cans; collars or sprayers; toys; aluminum foil or pie plates; cookware; ceramics; light bulbs or window glass; broken bottles; cups, dishes, glasses or utensils of any material; any unmarked plastics; food carry-out containers; styrofoam; batteries; food and wet waste; grass clippings; shredded paper; and NO HAZARDOUS MATERIALS CONTAINERS including, but not limited to, Flammables, paint, insecticides, herbicides, poisons or solvents.

3.17 Recycling Container: A plastic polycart designed for the purpose of curbside collection of Recyclable Materials at Residential Units.

3.18 Recycling Services: The collection, transportation, marketing and sale or recycling of Recyclable Materials.

3.19 Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

3.20 Residential Recyclables: All Recyclables generated by a Customer at a Residential Unit.

3.21 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four (4) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four (4) or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

3.22 Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Recyclables, Hazardous Waste or Stable Matter.

3.23 Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Section 4. Scope and Nature of Operation

4.1 Residential Collection: Contractor shall undertake curbside collection service for the collection of residential Recyclable Materials to each Residential Unit one (1) time per week when placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of Recyclables from all residential customers. The City has the right to reject and request reasonable modification of routes, and updates on routes of Contractor.

A. Special Needs Residential Units: Notwithstanding anything to the contrary contained herein, the Contractor agrees to adequately assist Special Needs Residential Units with house - side collection of their Polycarts and Recyclable Materials not exceeding two (2) cubic yards during regular Recyclables collection hours; provided, that the Contractor receives prior written notice from the City regarding the requirement of special assistance needs for such Special Needs Residential Unit.

4.2 Commercial and Industrial Accounts: Contractor shall collect and remove acceptable Recyclables from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner, owner's agent, or tenant of the property. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of Recyclables. If collection is from a container, that container should be located on a concrete pad to accommodate

equipment. The City shall be the sole determinant of acceptable dumpster pads, locations and screening.

Contractor shall provide curbside collection service for the collection of Recyclables from Commercial Hand Collect Units as defined by this Contract one (1) time per week when placed in Polycarts, and placed at curbside by 7:00 a.m. on the designated collection day.

5. Collection Operation

5.1 Hours of Operation:

A. Residential recyclable collection shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.

B. Commercial recyclable collection for commercial areas located adjacent to residential areas shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.

C. All other commercial recyclable collection not specified in subparagraph (B), above, shall be conducted only between the hours of 3:00 a.m. and 7:00 p.m.

D. Recyclable collection from public, institutional, or governmental areas shall be conducted only between the hours of 7:00 a.m. and 7:00 p.m.

5.2 Hours of Transferring/Processing: Contractor shall transfer/process Recyclables within the operating hours of the material recovery facility operated by Contractor.

5.3 Routes of Collection: Collection routes shall be established by Contractor as approved by the City. The City shall be provided route collection maps and container locations.

5.4 Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

When a holiday falls on a week-day (Monday through Friday), Contractor shall delay all routes one day from the day of the holiday until the end of that week, completing all routes on Saturday of that week. For example, if New Year's Day falls on Wednesday,

no routes are run on Wednesday. The New Year's Day routes will be run on Thursday, Thursday's routes will be run on Friday, and Friday's routes will be run on Saturday.

5.5 Complaints: The Contractor shall assume responsibility for receiving and coordinating all residential service requests and complaint management functions related to Contractor's Recyclable Materials collection service. At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within one (1) business day (Monday through Friday) of receipt of such complaint and shall be promptly resolved. Contractor shall meet with the City Manager (or his designee) at least quarterly, and more frequently as requested by the City Manager, to discuss any complaints and their resolution.

5.6 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently and properly collect and transport Recyclable Materials from accounts serviced by Contractor in accordance with this Contract. All collection vehicles used for handling Recyclable Materials and performing any part of the Contract shall be subject to the inspection and approval of the City. Contractor shall provide commercial containers to all Commercial and Industrial Customers at the beginning of this Contract, unless otherwise specifically approved by the City in writing. The equipment shall be maintained in a first class, safe, clean, and efficient working condition throughout the term of the Contract and any renewal period. The Contractor shall establish a regular preventative maintenance program for all equipment. The Contractor shall clean the vehicles and equipment on a weekly basis or more frequently as may be necessary to maintain sanitary and safe working conditions. The equipment shall be used by the Contractor in such a manner as to minimize the risk of injury to employees, citizens and property. The Contractor shall be responsible for initiating, maintaining, and supervising all maintenance programs, safety precautions and programs, in connection with the work and services performed hereunder. The Contractor shall establish reasonable procedures and programs to prevent property loss or damage and personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby. The Contractor shall comply with all OSHA rules and regulations when conducting operations pursuant to this Contract. The Contractor shall maintain files and records of all citations and violations of any laws, statutes, ordinances, or regulations in the ownership, title, maintenance, or operation of the Equipment, and such files and records shall be available at all times for review by the City. The Contractor shall submit a complete written inventory of all equipment used in the performance of this Contract and shall make such other submissions as required to reflect the Contractor's current equipment inventory throughout the term of the Contract or any renewal period as requested by the City. Collection of recyclables shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any Recyclables within the corporate limits of the City nor while en route to the Contractor's material recovery facility, where such accumulation shall be transferred, processed, marketed and sold or recycled.

The Contractor, at its sole cost and expense, shall provide and distribute Polycarts to all residences with not more than four (4) units per premises. The Polycarts shall be clearly marked with the Contractor's name, the City's logo and an identifying number. New Residential Customers shall initiate service with the City's Utility Billing Department and schedule delivery of Polycarts. The City shall notify the Contractor by 5:00 p.m. on each regular business day of all requests for delivery of Polycarts for new Residential Customers. The Contractor shall deliver new Polycarts as requested on regular business days. However, the City shall provide at least 24 hours' notice (or no sooner than the end of the next regular business day) to Contractor to deliver new Polycarts. The Contractor shall be responsible for the cost of providing new Polycarts and shall retain ownership of all Polycarts. The Contractor shall be responsible for the cost to replace damaged Polycarts. For the Contractor to receive reimbursement from the City for lost or stolen Polycarts, the Contractor shall provide convincing evidence to the City Manager (or his designee) that the customer intentionally or maliciously damaged the Polycart or the Polycart was stolen from the customer's residence. All Residential Recyclables shall be disposed of via the Polycart. The Contractor shall provide additional Polycarts at an extra cost to the Customer as provided in Exhibit "A." Such additional Polycarts shall be collected on the Customer's regularly scheduled Collection day.

Due to street size variations in the City, Contractor shall provide equipment that will accommodate such public streets and alleys. Contractor shall utilize thirty-one cubic yard, dual axle collection trucks. Contractor recognizes City's concerns regarding the possible damage to City's streets caused by the wear and tear of heavy trucks traveling upon such streets; and Contractor agrees that it will, upon the request of the City, negotiate in good faith a modification of this Contract, including Compensation, to provide for the use of smaller twenty cubic yard single axle collection trucks or other then available smaller capacity collection trucks. Contractor shall, if necessary, hand-clean all spillage resulting from any of its collection activities.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe and efficient working condition throughout the term of this Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program. The City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Contract, or require an equipment replacement schedule to be submitted to the City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

The City reserves the right to inspect the vehicles and equipment (including Polycarts used for Recyclables) to be used pursuant to this Contract on or after September 1, 2011, to affirm Contractor's ability to begin service on October 1, 2011.

5.7 Recycling: Contractor shall collect and deliver Recyclable Material collected to Contractor's licensed material recovery facility operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA).

5.8 Spillage: Contractor shall not be responsible for scattered Recyclable unless the same has been caused by its acts or those of any of its employees, in which case all scattered Recyclables shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose Recyclables or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City Manager or the City's Public Works Director so that proper notice can be given to the customer at the premises to properly contain the Recyclable Materials. Contractor shall pick up commercial Recyclables spillage or excess Recyclables after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customer's Recyclables or require the customer to utilize a commercial container with a larger capacity, and Contractor shall be compensated for such additional services.

5.9 Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Recyclable Materials collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the City Manager and the City's Public Works Director by telephone or electronic-mail and in writing, of such condition and of its inability to make collection.

5.10 Protection from Scattering: Vehicles shall not be improperly loaded or overloaded so as to scatter Recyclable Materials; however, if Recyclable Materials are scattered from Contractor's vehicle for any reason, it shall be picked up immediately.

Section 6. Term

6.1 Primary Term: The Primary Term of this Contract shall be for a period of five (5) years commencing October 1, 2011 (the "Contract Date") and, unless renewed according to the terms of Section 4.2, terminating on September 30, 2016.

6.2 Renewal: This Contract may be extended by mutual agreement of the parties for one (1) additional five-year term. If either party desires to renew the Contract, such party should provide the other party written notice of its intent to renew this Contract at least one hundred eighty (180) days prior to the expiration of the Primary Term.

Section 7. Recyclable Materials

Contractor shall provide a single-stream Recyclable Materials collection service to Residential Units on a once per week schedule. Residents will not be required to separate Recyclable Materials by type of material; therefore, all Recyclables may be commingled with other Recyclable Materials. Contractor shall include a list of acceptable Recyclable Materials in its program materials sent to Residential Units.

Contractor shall be responsible for transporting the Recyclable Materials to a material recovery facility of its choice and must have established buyers or markets for the Recyclables, as the market allows. Contractor shall be required to identify the buyers of the Recyclable Materials upon request by the City. Recyclable Materials collected for the purpose of recycling may not be deposited in any landfill unless the Recyclable Materials load is contaminated with Refuse or other unacceptable waste.

Contractor shall be totally responsible for the costs of processing and marketing of all Recyclable Materials collected pursuant to this Contract and, accordingly, shall retain all revenues, if any, from sales of Recyclable Materials save and except as provided herein.

Section 8. Indemnity

CONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY AND ALL OF ITS OFFICERS, AGENTS, EMPLOYEES, AND ELECTED OFFICIALS WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES, COSTS, AND EXPENSES OF PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY, OR FROM ANY NEGLIGENT ACT, OR OMISSION OF THE CONTRACTOR, OR ANY AGENT, SERVANT, OR EMPLOYEE OF CONTRACTOR IN THE EXECUTION OF THE PERFORMANCE OF THIS CONTRACT, WITHOUT REGARD TO WHETHER SUCH PERSONS ARE UNDER THE DIRECTION OF CITY AGENTS OR EMPLOYEES AS FOLLOWS. CONTRACTOR HEREBY ASSUMES THE RISK OF LOSS AND/OR INJURY TO PROPERTY AND/OR PERSONS CAUSED BY ANY NEGLIGENT OR WILLFUL ACTS OR OMISSIONS IN THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT. MORE PARTICULARLY, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL ACTIONS, CITATIONS, CLAIMS, LIABILITIES, DAMAGES, DEMANDS, FINES, SUITS, JUDGMENTS, LEGAL PROCEEDINGS, LOSSES, PENALTIES, COSTS OR EXPENSES, INCLUDING BUT NOT LIMITED TO, EXPENSES OF LITIGATION AND ATTORNEYS' FEES, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF THE CONTRACTOR, ITS SUBCONTRACTORS AND ANY OTHER

THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). CONTRACTOR FURTHER AGREES TO PAY ALL ATTORNEYS' FEES INCIDENT TO ENFORCEMENT, RENEGOTIATION, OR INTERPRETATION OF THIS CONTRACT. WITHOUT LIMITING THE FOREGOING, THE CONTRACTOR FURTHER AGREES THAT THE INDEMNITY PROVIDED FOR HEREIN SHALL EXTEND TO AND INCLUDE ANY AND ALL CLAIMS AGAINST THE CITY ARISING OUT OF OR PREDICATED UPON THE ENVIRONMENTAL LAWS AS DEFINED HEREIN. THE CITY SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF THE CONTRACTOR, OR ANY OF ITS AGENTS, EMPLOYEES, OR CUSTOMERS. BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY ATTEMPTING TO ENFORCE THIS INDEMNITY. THE CHOICE OF COUNSEL TO DEFEND OR OTHERWISE HANDLE ALL INDEMNIFIED ITEMS SHALL BE DETERMINED BY PROCEDURES SET FORTH IN THE APPLICABLE INSURANCE CONTRACTS MAINTAINED BY THE CONTRACTOR OR, IN THE ABSENCE OF SUCH INSURANCE AGREEMENT, AT THE CHOICE OF THE CONTRACTOR SUBJECT TO THE APPROVAL OF THE CITY. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO. CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ALL COSTS AND EXPENSES INCURRED BY THE CITY IN DEFENDING ANY INDEMNIFIED ITEM. NOTHING ABOUT THIS SECTION OR ANY INDEMNIFICATION BY CONTRACTOR OF THE CITY SHALL SERVE AS AN EXPRESS OR IMPLIED WAIVER OF ANY RIGHTS OF GOVERNMENTAL IMMUNITY OR SOVEREIGN IMMUNITY ENJOYED BY THE CITY, ITS OFFICERS AND EMPLOYEES AND/OR THE CONTRACTOR.

Section 9. Security for Faithful Performance

9.1 **Performance Bond:** As security for this service, the Contractor shall provide the City a Ten Thousand Dollar (\$10,000.00) performance bond in a form approved by the City Attorney guaranteeing the faithful performance of this Contract (hereafter "Performance Bond"). The Performance Bond shall be executed by a surety company licensed to do business in the State of Texas and approved by the City Attorney, and shall be for the term of this Contract and any renewal term in the amount of Ten Thousand Dollars (\$10,000.00). The Performance Bond shall be furnished to the

City by the Contractor within ten (10) days of the date of the execution of this Contract or any renewal hereof. Without limiting any other indemnity provisions herein, said Performance Bond shall guarantee full, satisfactory and complete performance of this Contract by the Contractor and indemnify the City against any loss, expense, cost or damage resulting from any default by the Contractor hereunder or any failure of performance hereunder by the Contractor.

The Contractor shall pay any and all premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full must accompany the bond.

9.2 Power Of Attorney: Attorneys-in-fact, who sign bonds, must file with each bond a certified and effectively dated copy of their power of attorney.

Section 10. Termination of Contract

10.1 Notice and Cure: If at any time Contractor shall fail to substantially perform the terms, covenants, or conditions herein set forth, City shall notify Contractor by certified mail addressed to the Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed ten (10) calendar days from the date of receipt of notice to remedy any failure to perform. Should City deem failures to be corrected, no hearing shall be held.

10.2 Failure to Cure and Hearing: Should Contractor not remedy its performance within ten (10) calendar days after receipt of the written notice identified in Section 10.1, above, a hearing shall be scheduled before the City Council to allow the Contractor an opportunity to show why the Contract should not be terminated. A notice shall be sent to Contractor no earlier than ten (10) calendar days before a hearing is scheduled. The notice shall specify the time and place of the hearing, and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present, and shall be given the full opportunity to answer such claims that are set out against Contractor.

10.3 Termination: If the City Council makes a finding that Contractor has failed to provide adequate Recyclable Materials collection services for the City, or has otherwise substantially failed to perform its duties as specified in the Contract, the City Council may terminate this Contract after a hearing described herein, and providing the Contractor ninety (90) days written notice of such termination. Upon the expiration of the ninety-day time period this Contract shall terminate without any further obligation or liability to City save and except payment for residential services actually provided by Contractor, less the License Fee, prior to the termination date of this Contract.

Section 11. Ownership

Title to Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or container of any sort, or removed by Contractor from the customer's premises, whichever last occurs. Title to hazardous waste or any other wastes excluded from this Contract remains with the generator of such waste and Contractor shall have no responsibility or liability to the City for such unacceptable waste.

Section 12. Polycarts

As of the effective date of this Contract, Polycarts shall be new, labeled with a unique serial number for identification and tracking purposes. Polycarts used for recycling shall be made of recycled materials and of a different color than those Polycarts utilized for Refuse disposal. The colors utilized for Polycarts shall be mutually agreed upon by Contractor and the City prior to the effective date of this Contract. Contractor shall provide Polycarts to new residents, and shall repair and/or replace any damaged Polycarts within two (2) business days of first notification.

Section 13. Quarterly Meetings

Contractor shall conduct quarterly meetings with designated City staff to provide a review/update of any outstanding issues.

Section 14. Reporting Requirements

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- A. Daily reports detailing Polycart transactions provided to the Utility Billing office;
- B. Monthly reports, within two (2) weeks of the end of the reporting period, detailing: Polycart transactions; tonnage of Recyclables collected; participation/set-out rates, etc.; and
- C. Annual reports each October on the status of the terms and conditions of the Contract and any points that need to be addressed.

Section 15. State, Local, and Federal Regulations

Contractor agrees to comply with all applicable existing laws of the United States and of this state and any further applicable laws which may be enacted by the United States or this state, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed

in any manner to abridge the right of City to pass or enforce necessary police and health regulations for the protection of its inhabitants.

Section 16. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and the state.

Section 17. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters **not less than** two inches (2") in height. In the event the City shall at any time so require, Contractor shall also assign to each of its vehicles an identifying number and shall mark the same upon said vehicles in figures **not less than** two inches (2") in height.

Section 18. PROMOTION/INFORMATION ACTIVITIES

Prior to 1) any significant route and service changes, 2) implementation of any new program and service, or 3) any addition to an existing program or service, the Contractor shall submit a strategy for a publicity campaign to the City for approval. The strategy shall include methods of publicizing the program, a time schedule of advertisements and the location where such advertisements shall appear.

Contractor shall develop and provide, at the expense of Contractor, instructional pamphlets for citizens regarding specific Recyclable Materials management practices as are applicable to the Customers in Farmersville. Such pamphlets shall be available to the City for distribution to all citizens. Additional copies of the pamphlets shall be available to the City and any citizen upon request and shall be available for enclosure with water and other utility bills. All promotional activities and other information released as a part of its strategy shall be reviewed and approved by the City prior to release by the Contractor. On or before October 1 of each Agreement year, the Contractor shall submit an annual public information strategy for the next Agreement year to the City for its review and approval. At no time shall the Contractor mail promotional materials directly to customers in Farmersville without prior written notification to and approval of the City.

The Contractor shall invest at least \$3,000 annually on such public information materials and other marketing materials, approved by the City, regarding the Contractor's services. The scope and subject matter of these materials shall be mutually decided upon by the City and Contractor, and approved by the City, each year prior to October 1st.

Section 19. Books and Records

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular business hours for inspection by the other party, upon reasonable advance notice. The inspecting party shall be responsible for all of their own expenses, including travel and contractual services.

Section 20. Contractor as Independent Contractor of City

Contractor shall be solely responsible for the actions of its employees during the performance of service under this Contract. Contractor shall assure the City that the actions of Contractor's employees shall be in the best interests of the City and its citizens. Contractor and its employees are independent contractors of the City.

Section 21. Notices

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at:

City Manager
City of Farmersville
205 South Main Street
Farmersville, Texas 75442

If to Contractor, at:

Community Waste Disposal, LP,
2010 California Crossing
Dallas, Texas 75220
ATTN: Greg A. Roemer

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

Section 22. Insurance

22.1 Proof of Insurance Required: Contractor shall at all times during the term of this Contract and any extension or renewal term hereof, at its own expense, procure, pay for and maintain the following insurance coverage written by companies approved by the State of Texas and acceptable to the City. The Contractor shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating the type of coverages, limits of each such coverage, expiration dates and compliance with

all applicable required provisions. Certificates shall reference the Contract for Citywide Recycling Services and be addressed as follows:

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

22.2 Adjustments in Coverage: City reserves the right to review the insurance requirements of this section during the effective period of the Contract and to require adjustment of the specified insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

22.3 Minimum Insurance Coverages and Amounts Required: Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following types and amounts:

	TYPE	AMOUNT
1.	Workers' Compensation and Employer's Liability	Statutory \$100,000/500,000/100,000

	TYPE	AMOUNT
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Advertising Injury f. Contractual Liability g. Medical Payments	Combined single limit for bodily injury and property damage in the amount of \$2,000,000 per occurrence or its equivalent.

	TYPE	AMOUNT
	3. Comprehensive Automobile insurance, including coverage for loading and unloading hazards, for: a. Owned/Leased Vehicles b. Non-owned Vehicles c. Hired Vehicles	Combined single limit for bodily injury and property damage in the amount of \$5,000,000 per accident or its equivalent.

	TYPE	AMOUNT
	4. Umbrella / Excess Liability following form and applying in excess of the above-indicated primary coverage (Item Nos. 1, 2 and 3)	Minimum \$5,000,000 limit per occurrence and annual aggregate for bodily injury and property damage.

22.4 Additional Policy Endorsements: The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

22.5 Required Provisions: The successful Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate, or its attachment, the following required provisions:

A. Name the City of Farmersville and its officers, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;

B. Provide for thirty (30) days' notice to the City of Farmersville for cancellation, nonrenewable, or material change; and ten (10) days' notice for workers' compensation coverage;

C. The Contractor agrees to waive subrogation against the City of Farmersville, and its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

D. All copies of the certificates of insurance shall reference the project name or proposal number for which the insurance applies;

E. Provide that all provisions of this Contract concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;

F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one (1) year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period; and

G. Provide for notice to the City of Farmersville at the address shown below by registered mail.

22.6 Notices: The Contractor shall notify the City in the event of any change in coverage and shall give such notices in writing not less than thirty (30) days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

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

22.7 No Waiver Regarding Insurance: Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

Section 23. Miscellaneous Provisions

23.1 Construction of Contract Documents: Although the Contract has been drafted by the City, should any portion of the Contract be disputed, the City and Contractor agree that it shall not be construed more favorably for or against either party. In this regard, Contractor specifically agrees the Contractor has been represented by legal counsel in the negotiation of this Contract and been advised, or has had the opportunity to have legal counsel review this Contract and advise Contractor, regarding Contractor's rights and obligations under this Contract as well as Texas and federal law.

23.2 Binding Effect: The Contract Documents are binding upon the City and Contractor and shall inure to their benefit and as well as that of their respective successors and assigns, if any, as provided in the Contract Documents.

23.3 Jurisdiction and Venue: The Contract is entered into subject to the Ordinances of the City of Farmersville, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. The Contractor will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Contractor's income. Venue of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

23.4 Bankruptcy as Default: It is hereby agreed that if the Contractor files for protection under any Bankruptcy Statute (voluntary or involuntarily), then this Contract shall automatically be in default and terminate effective on the day a Bankruptcy petition is filed.

23.5 Non-discrimination: The Contractor, in the execution, performance, or attempted performance of this Contract, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor shall be an equal opportunity employer and have an affirmative action plan.

23.6 Savings Clause: If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

23.7 No Waiver: No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

23.8 No Oral Modification: No alteration of or amendment to this Contract shall be effective unless given in writing and signed by the signatories hereto or their respective heirs, successors and assigns. Any requested modifications to these standards by the Contractor shall be submitted in writing to the City Manager for approval and shall become part of this Contract following approval thereof by the City Council. Any City initiated modifications shall become effective upon thirty (30) calendar days written notice.

23.9. Damage Claims: The Contractor shall provide the City with a full explanation of the disposition of any complaint involving a customer's claim of damage

to private property as a result of actions of the Contractor's employees, agents, or subcontractors. In the event of an insurance dispute, arbitration, or litigation, the Contractor shall maintain records indicating an expeditious course of action to resolve the disputed matter.

23.10 Personnel Changes: The Contractor shall notify the City's Public Works Director of changes made in key management personnel fourteen (14) calendar days prior to changes becoming effective, or as soon as is otherwise reasonably practicable under the circumstances.

23.11 Communications With Utility Billing: All correspondence between the Contractor and the City's Utility Billing Department concerning accounts (new, updated, changed, ended, etc.) shall be provided daily (except holidays), prior to 5:00 p.m., to expedite and document account activity by hand-delivered copy, fax, or electronic transfer. Any account actions after 5:00 p.m. may be sent on the following business day as early as is reasonably possible. All documentation shall contain accurate and pertinent information about each account to insure proper tracking and serviceability. Contractor shall provide the City a list of all customers missed (did not have container out) at the end of each day's route before 8:30 a.m. of the immediately following business day.

23.12 Complete Contract: The Contract Documents embody the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

23.13 Headings: The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

23.14 Force Majeure: Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor.

23.15 Taxes: As required by the Texas Property Tax Code, the Contractor shall render a list of all real and tangible personal property located and/or operated within the City of Farmersville, with a declaration that such property has a taxable status in Farmersville, to the Collin County Central Appraisal District, by April 15th of each year. Personal property includes, but is not limited to vehicles, collection containers, office equipment, etc. The list shall include all personal property in use as of January 1st of each year. The list shall also be filed with the City of Farmersville City Manager by April 15th of each year throughout the term of this Contract. The Contractor shall bear the financial responsibility for any annual audit requested by the City. The City, at its sole discretion and choosing, may utilize a private, independent third party auditor for such

purposes. The cost incurred by the Contractor for the purpose of a City requested audit shall not exceed one hundred thousand dollars (\$100,000.00) over the term of this Contract nor exceed \$20,000 annually.

23.16 Assignment

The Contractor agrees that it shall not, without prior written approval of the City, assign any rights or delegate any duties arising hereunder; the Contractor further agrees that any such assignment or delegation of rights or duties shall not relieve the Contractor of its obligations to the City hereunder unless expressly agreed by the City in writing.

COMMUNITY WASTE DISPOSAL, LP,
a Texas Limited Partnership

By: 
By: GREG A. ROEMER


Title: President

Date: 12.14.11

Address: 2010 California Crossing
Dallas, Texas 75220

Phone: (972) 392-9300
Fax: (972) 392-9301

CITY OF FARMERSVILLE, TEXAS

By: 
By: JOHN MORAN BENJAMIN L. WHITE

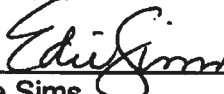
Title: City Manager

Date: 12.20.11

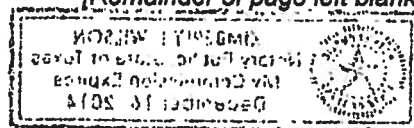
Address: 205 S. Main Street
Farmersville, Texas 75442

Phone: (972) 782 - 6151
Fax: (972) 782 - 6604

ATTEST:


Edie Sims
City Secretary

[Remainder of page left blank intentionally.]

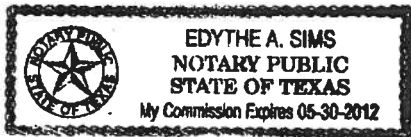


THE STATE OF TEXAS,
COUNTY OF COLLIN

BENJAMIN L. WHITE

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared ~~JOHN MORAN~~, City Manager of the **CITY OF FARMERSVILLE**, a Texas Municipal Corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ~~20th~~ 20th
DAY OF December, 2011.



Eduthe A. Sims
Notary Public, Collin County, Texas
My commission expires 5-30-2012

THE STATE OF TEXAS,
COUNTY OF Dallas

This instrument was acknowledged before me on the 14th day of December, 2011, by GREG A. ROEMER, in his capacity as President of **COMMUNITY WASTE DISPOSAL, LP**, a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **COMMUNITY WASTE DISPOSAL, LP**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 14th
DAY OF December, 2011.

Kimberly I. Wilson
Notary Public Dallas County, Texas
My commission expires 12/16/2014



EXHIBIT "A"

95 Gallon Single Stream Recycling

\$2.66 Per Home Per Month – NET to CWD Bi-Weekly 95 Gallon Single Stream Recycling Services

EXHIBIT "B"

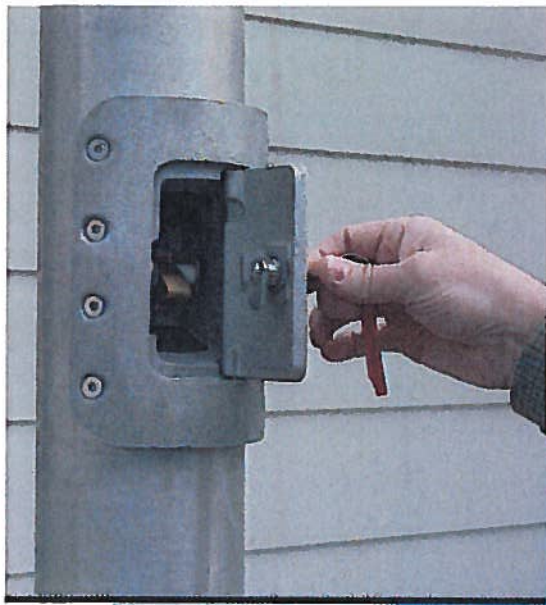
RECYCLE REVENUE SHARING CALCULATION EXAMPLE



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Consider, discuss and act upon the flag pole/garden project in front of City Hall

ACTION: Action as deemed by Council.

(VI – F)



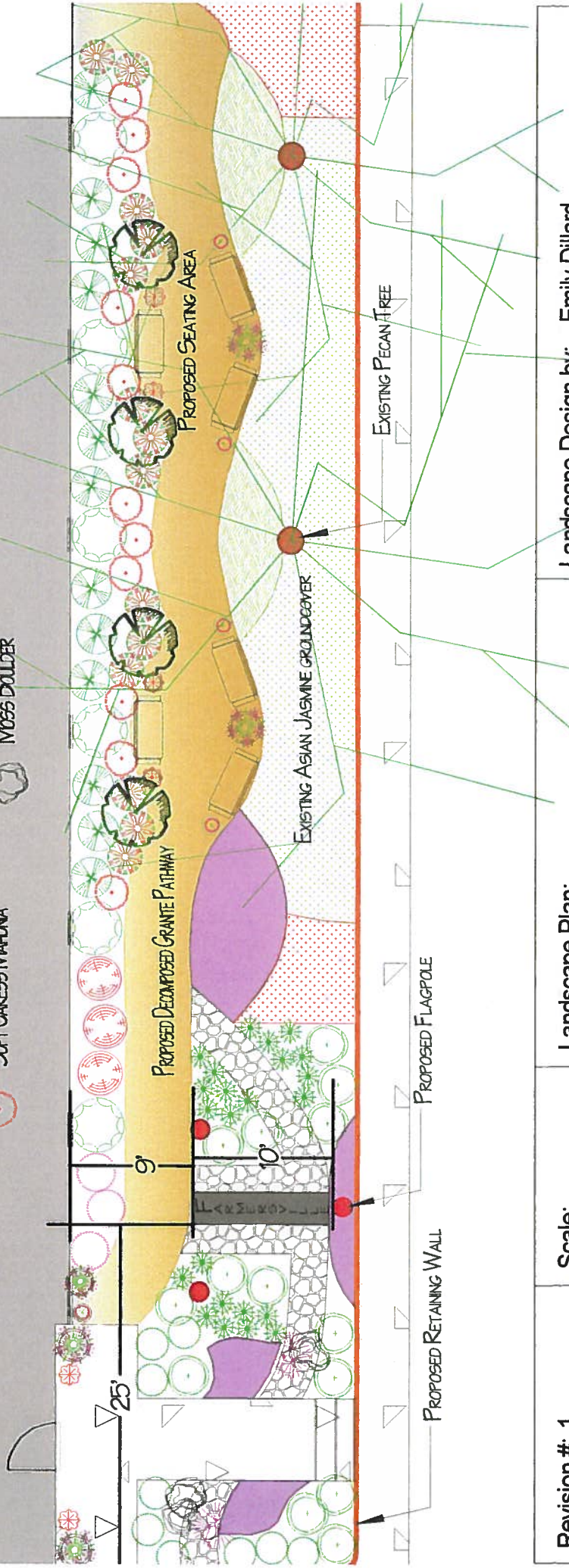
In Honor and Remembrance
of the
heroes and victims of September 11, 2001
and to celebrate
the enduring spirit of all Americans

Presented by members of
Woodmen of the World Life Insurance Society



LEGEND

- | | |
|----------------------------|------------------------------|
| OAKLEAF HOLLY | DRIFT ROSE |
| CORAL BARK JAPANESE MAPLE | BAY BREEZE INDIAN HAWTHORN |
| KNOCKOUT ROSE | MEXICAN FEATHER GRASS |
| VAREGATED PITTOSPORIUM | FLOWER POT w/ SEASONAL COLOR |
| SOFTLEAF YUCCA | SHADE PERENNIAL MIX |
| PINE INDIAN HAWTHORN | ASIAN JASMINE |
| PURPLE DIAMOND LOROPETALUM | SEASONAL COLOR |
| SOFT CARESS MAHONIA | RIVER ROCK |
| | MOSS BOULDER |



Drift Rose



Bay Breeze Indian Hawthorn



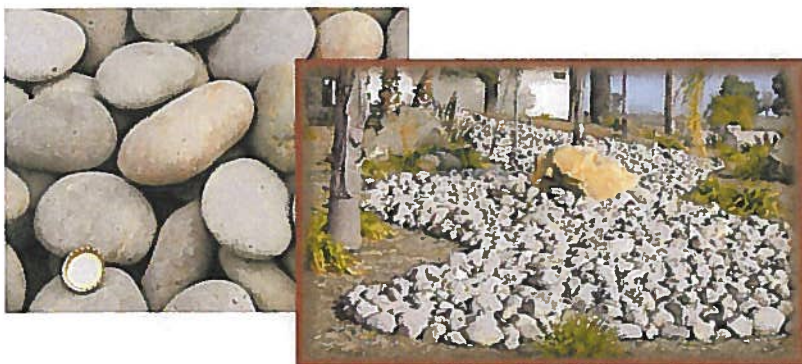
Mexican Feather Grass



Shade Perennial



River Rock



Moss Boulder



Decomposed Granite



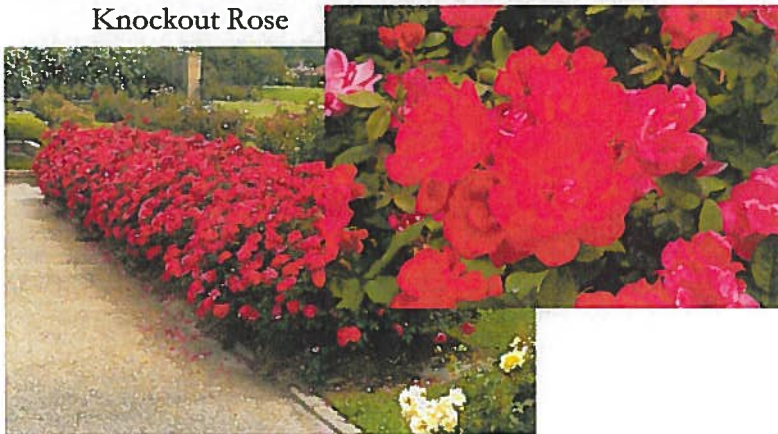
Oakleaf Holly



Coral Bark Japanese Maple



Knockout Rose



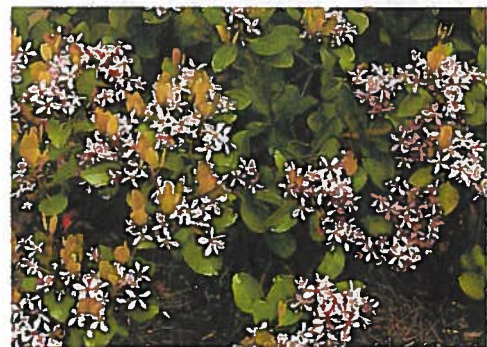
Variegated Pittosporum



Softleaf Yucca



Pinkie Indian Hawthorn



Purple Diamond Loropetalum



Soft Caress Mahonia



BUDGET PROPOSAL REV#1

City of Farmersville

City Hall

205 South Main Street

Farmersville, Texas 75442

November 14, 2012

City Hall Landscape Improvements Price does not include any concrete, retaining walls, flagpoles, flower pots or benches shown on design dated 11/13/2012.

QTY	DESCRIPTION	SIZE
6	Oakleaf Holly	30 Gal
4	Coral Bark Japanese Maple	15 Gal
3	Knockout Rose	3/5 Gal
13	Variegated Pittosporum	3/5 Gal
2	Softleaf Yucca	3/5 Gal
3	Pinkie Indian Hawthorn	3/5 Gal
14	Purple Diamond Loropetalum	3/5 Gal
11	Soft Caress Mahonia	3/5 Gal
14	Drift Rose	3/5 Gal
9	Bay Breeze Indian Hawthorn	3/5 Gal
23	Mexican Feather Grass	1 Gal
50	Shade Perennial	1 Gal
900	Seasonal Color	4" Pot
560	Asian Jasmine	4" Pot
130	River Rock	Sq Ft
3	Moss Boulder	Ea
600	Decomposed Granite Path	Sq Ft
12	Compost Mix	Cu Yd
6	Hardwood Mulch	Cu Yd
Landscape Improvement Total		\$13,060.00

Irrigation System

Installation of Automatic Irrigation System to water above landscape improvements. System will have 100% head to head coverage and be installed according to City of Farmersville requirements. System will be Rainbird brand. Price includes all parts (including double check assembly, controller and rain/freeze sensor); and installation labor.
Irrigation system will have a 1 year warranty.

\$2,500.00

Stone Retaining Wall

Installation of Masonry Retaining Wall along proposed bed in front of City Hall. Approx 135 LF. Material to match stone on "Farmersville" sign at intersection of Hwy 78 & Farmersville Parkway. Includes masonry steps near front door entrance.

\$10,000.00

Lighting System

Installation of lighting system in proposed landscape area in front of City Hall

\$5,000.00



LANDSCAPE & IRRIGATION

Post Office Box 3

Farmersville, Texas 75442

972.896.2557

972.782.6225 fax



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Update on the Main Street/Lighting project

ACTION: No action is required of Council.

(VI – G)



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: February 12, 2013

SUBJECT: Consider, discuss and act upon awarding the bids for LED lights, light poles and an electrician regarding the Texas Capital Fund Grant for the downtown lighting project and allow the City Manager to execute all documents regarding the procurement of this project

- Bid information is included for review for each type of purchase/service required
- A letter of recommendation is attached from the City Engineer's Office

ACTION: Council to award bid according to type of purchase/service required.

(VI – H)



DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

February 8, 2013

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

RE: LED Lights
Texas Capital Fund TDA Contract #710232
Small Purchase Proposal & Recommendation

Dear Ben:

I have attached the Small Purchase Procurement proposals received for LED Lights to serve the City of Farmersville. Three (3) proposals were solicited for the procurement and three (3) proposals were received. Elliott Electric Supply was the low proposer with a proposal amount of \$465.00 per LED Light. In order to utilize the amount of available funds, I recommend purchasing thirty one (31) LED Lights from Elliott Electric Supply with funding from the Texas Capital Fund and the remaining LED Lights may be purchased with City of Farmersville Funds.

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", is written over a horizontal line. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Eddy W. Daniel, P.E.

**CITY OF FARMERSVILLE
STANDARD FORM OF AGREEMENT
FOR OWNER-SUPPLIER PROJECTS**

STATE of TEXAS }

COLLIN COUNTY }

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 2013, by and between the CITY of FARMERSVILLE of COLLIN COUNTY in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Elliott Electric Supply of the City of McKinney, County of Collin in the State of Texas, Party of the Second Part, hereinafter termed SUPPLIER.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (SUPPLIER), hereby agrees with the said Party of the First Part (OWNER) to provide the materials for the construction of certain improvements described as follow:

LED Lights – TDA Contract #710232 (per quote 043-84077 attached)

in accordance with the specifications, other drawings or any printed or written explanatory matter as prepared by Daniel & Brown, Inc., herein entitled the ENGINEER, each of which has been identified by the SUPPLIER and the ENGINEER, together with the SUPPLIER'S written quote, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The SUPPLIER hereby agrees to supply materials within ten (10) calendar days after the date written notice to do so shall have been given to him.

The OWNER agrees to pay the SUPPLIER in current funds the price or prices shown in the small purchase procurement record, which forms a part of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

City of Farmersville

Elliott Electric Supply

Party of the First Part (OWNER)

Party of the Second Part (SUPPLIER)

Printed name: _____

Printed name: _____

By: _____

By: _____

ATTEST: _____

ATTEST: _____

ELLIOTT ELECTRIC SUPPLY

www.ElliottElectric.com

427 Metro Park Drive
Mckinney, TX 75069

Phone: 972-542-1196
Fax: 972-542-2279

Ship-To Information:

CITY OF FARMERSVILLE

205 S. MAIN ST.

FARMERSVILLE, TX 75442-2209

Customer Phone:

972-782-6151

Customer Job Phone:

972-782-6151

Customer Job/PO:

LED STREET LIGHTS

Quote Date:

01/17/2013

Date and Time Created:

10:07:42 AM 01/18/2013

Vendor

Sub Total	23,250.00
Tax	0.00
Total	23,250.00

Total	Tax	Total
100	10	110
200	20	220
300	30	330
400	40	440
500	50	550
600	60	660
700	70	770
800	80	880
900	90	990
1000	100	1100

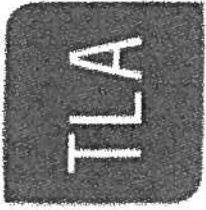
QUOTE # C6905

DATE: 01-16-13 PAGE 1

TEXAS LIGHTING SALES

831 W. Eules Blvd. Suite #15
Eules, Texas 76040
(817) 283-8300
Metro: (817) 267-9300
Fax: (817) 267-2698

To: BOB MILLIREN ELLIOTT / MCKINNEY			Proj: CITY OF FARMERSVILLE FARMERSVILLE, TX Bid Date: 01/16/13		
Arch*			Encrr*		
Snec*			Cont -		
Remarks:					
Qty	Type	Mfg	Description	Unit Price	Extd.Price
50	A	COOP	LED ACORN STYLE RETROFIT ASSEMBLY = 175W MH	750.00	\$750.00
			***** *****		
			NOTES		
			1.LAMPS INCLUDED.		
			2.ANY DEVIATION TO THE ABOVE BILL OF		
			MATERIAL IS SUBJECT TO A NEW QUOTE.		
			Total ----		\$750.00
F.O.B. Per MFG			Terms: Net 30 Days | Lead time: Varies Per Mfg.		
Prices firm for entry by: 03-17-13			| shipment by: 03-17-13		
Printed 01/16/13 14:31:52			Per: TEXAS LIGHTING SALES		



Quote

Job Name: Post Top LED Retrofit Kit
Quote #: 13-10549-0
Quote Label: Quick Quote Initial Version
Job Location:
Issue Date: 1/17/2013
Good Through: 2/16/2013
Quoted By: Joyner, Joe

THE LIGHTING ALLIANCE
2700 ESTERS BLVD
BLDG 4 STE 100
DALLAS, TX 75261
(Phn) 972-456-9800 EXT:

Quoted To: The City of Farmersville

Type	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit \$	Ext \$
	1	Eclipse Lighting Inc.	LEDK-010		\$702.50	\$702.50

\$3500 FOR FREIGHT ALLOWED SHIPMENT
SUBJECT TO APPROVAL

Grand Total: \$702.50

Notes

- * Any deviation to quantities, pricing, or description of the listed bill of material voids this quote.
- * Manufacturers' terms and conditions of sale apply. Freight terms vary by manufacturer, and are applied individually.
- * Pre-shipment of anchor bolts requires additional freight charges from those shown.
- * Lamps are not included unless specifically noted.
- * Voltages quoted will be supplied as noted on each item. The distributor is responsible for confirmation of voltage on each item.
- * Sensor counts quoted are based on contractor counts supplied and are subject to change & requote once drawings are received for sensor layouts.
- * On site system commissioning or startup is not included for sensors, controls or dimming systems unless specifically noted in the quotation above.
- * For Synergy systems -
 - A4 cable is required for the control stations, add \$1.25 per foot.
 - S2 cable is required for dimming & relay panels, add \$.75 per foot.
 - B2 Synergy legacy network cable add \$.75 per foot.
 - All cable must be purchased in 250ft increments. If over 2000ft is required it may be necessary to use repeaters, please contact TLA for assistance.
 - * For Lehigh Systems Belden cable is required & is to be supplied by the contractor.
 - * For nLight systems & LC&D systems, CAT5 cable is required & is to be provided by the contractor.
 - * No cable is included for any controls systems quoted unless otherwise noted above.
 - * Unless otherwise noted above, no special warranties are included. Only the standard manufacturers warranty is included.



DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

February 8, 2013

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

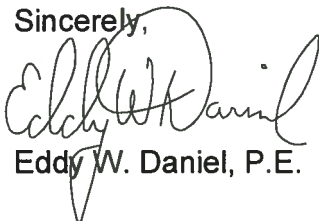
RE: Street Lights
Texas Capital Fund TDA Contract #710232
Small Purchase Proposal & Recommendation

Dear Ben:

I have attached the Small Purchase Procurement proposals received for Street Lights to serve the City of Farmersville. Three (3) proposals were solicited for the procurement and three (3) proposals were received. Texas Lighting Sales was the low proposer for the equipment; however, the equipment does not meet the specifications of the City of Farmersville. Brandon Industries, Inc. was the second lowest proposer with a proposal amount of \$834.00 per single lamp street light and \$1,599.00 per dual lamp street light. In order to utilize the amount of available funds, I recommend purchasing ten (10) dual lamp street lights and eleven (11) single lamp street lights from Brandon Industries, Inc. with funding from the Texas Capital Fund and the remaining single lamp lights may be purchased with City of Farmersville Funds.

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

Sincerely,



Eddy W. Daniel, P.E.

**CITY OF FARMERSVILLE
STANDARD FORM OF AGREEMENT
FOR OWNER-SUPPLIER PROJECTS**

STATE of TEXAS }

COLLIN COUNTY }

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 2013, by and between the CITY of FARMERSVILLE of COLLIN COUNTY in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Brandon Industries, Inc. of the City of McKinney, County of Collin in the State of Texas, Party of the Second Part, hereinafter termed SUPPLIER.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (SUPPLIER), hereby agrees with the said Party of the First Part (OWNER) to provide the materials for the construction of certain improvements described as follow:

Street Lights – TDA Contract #710232 (per quote 9618 attached)

in accordance with the specifications, other drawings or any printed or written explanatory matter as prepared by Daniel & Brown, Inc., herein entitled the ENGINEER, each of which has been identified by the SUPPLIER and the ENGINEER, together with the SUPPLIER'S written quote, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The SUPPLIER hereby agrees to supply materials within ten (10) calendar days after the date written notice to do so shall have been given to him.

The OWNER agrees to pay the SUPPLIER in current funds the price or prices shown in the small purchase procurement record, which forms a part of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Party of the First Part (OWNER)

Printed name: _____

By: _____

ATTEST: _____

Party of the Second Part (SUPPLIER)

Printed name: _____

By: _____

ATTEST: _____

Brandon Industries, Inc.1601 Wilmeth Road
McKinney, TX 75069-8250

Phone: (972) 542-3000 Fax: 972-542-1015

Quote # 9618

Account ID: GTXFARMERSVI

This quote expires: 02/21/13

Quote To: **CITY OF FARMERSVILLE**ATTN: BEN WHITE
205 S. MAIN STREET
FARMERSVILLE, TX 75442

(972) 782-6151

Ship To: *****WILLCALL*****

Date	Ship Via	F.O.B.	Terms	
01/21/13	WILL CALL	Origin	Net 30	
Lead Time		Sales Person		Required
4 WEEKS		TRAVIS		01/21/13
Quantity	Item Number	Description	Unit Price	Amount
SINGLE LIGHTS				
CL82-CND1 BK				
9.	CL82N BK	Commercial Lamppost 4" OD Pole - 11'4" OAH Black	417.00	3753.00
9.	CND1 BK	Commercial Fixture LEX V black	385.00	3465.00
9.	OVAL BAND	Oval Filigree Band for globe cap gold	32.00	288.00
9.	SOC CAN	SOCKET CANNISTER	20.00	180.00
DUAL HEAD LIGHT POLES				
CL83-229DX				
10.	CL83N BK	Commercial Lamppost 4" OD Pole - 12'4" OAH Black	431.00	4310.00
10.	FIN-CS4 BK	Circle Star Finial for 4"OD Round Pole Black	40.00	400.00
20.	PA-D BK	Decorative Post Arm w/ 3"OD Tenon black	147.00	2940.00
20.		***DND1 BK*** FROM THESE PARTS	385.00	7700.00
20.	3TX9-CH BK	9" Holder for 3"OD Tenon Black	0.00	0.00
20.	LEX V	Refractor Lens Type V Acrylic w/ 9" neck	0.00	0.00
20.	GC-D BK	Globe Cap	0.00	0.00

Brandon Industries, Inc.
1601 Wilmeth Road
McKinney, TX 75069-8250

Phone: (972) 542-3000 Fax: 972-542-1015

Quote # 9618

Account ID: GTXFARMERSVI
This quote expires: 02/21/13

Quote To: **CITY OF FARMERSVILLE**
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(972) 782-6151

Ship To: *****WILLCALL*****

Date	Ship Via	F.O.B.	Terms	
01/21/13	WILL CALL	Origin	Net 30	
Lead Time		Sales Person		Required
4 WEEKS		TRAVIS		01/21/13
Quantity	Item Number	Description	Unit Price	Amount
		for Refractor Lens w/ Band black		
20.	GF-1 BK	Globe Finial black	0.00	0.00
20.	RING CLAMP	16" Diameter Ring Clamp for Globe or Lens Connection	0.00	0.00
20.	OVAL BAND	Oval Filigree Band for globe cap gold	32.00	640.00
20.	SOC CAN	SOCKET CANNISTER	0.00	0.00
1.		TEMPLATE FOR CL8 BASE	0.00	0.00
		ADDITIONAL LUMINAIRE		
1.	CND1 BK	Commercial Fixture LEX V black	385.00	385.00
1.	OVAL BAND	Oval Filigree Band for globe cap gold	32.00	32.00
1.	SOC CAN	SOCKET CANNISTER	0.00	0.00
		RUSH ORDER FEE		1200.00
Quote Subtotal				25293.00
Quote Total				25293.00

Date: Jan 22, 2013

Quote: DALLAS13-65771-1

Quote

Page 1/1



Hossley Lighting Associates
1202 Dragon St., Ste. 100
Dallas TX 75207

Phone: (214) 413-7000

Fax: (214) 413-7001

From: Jennifer Ovalle

Quoter Ph:

email: jennifer@hlalighting.com

Project FARMERSVILLE POLES
Location
Quote DALLAS13-65771-1

To: Bob Milliren
Elliott Electric
427 Metro Park Dr.
McKinney TX 75069
Phone: (972) 542-1196
Fax: (972) 542-2279
Email: bobmilliren@elliottelectric.com

For
Bid Date Jan 22, 2013
Expires Feb 21, 2013

QTY	Type	MFG	Part
9		STER	B750ASRLEDNF/5PPT/4212FP4/4A1R45T3/MDLBK
Note			SINGLE POST TOP
Note			5050 INITIAL DELIVERED LUMENS, 93 WATTS.
10		STER	2-B750ASRLEDNF/5P/MLPM/4214FP4/STAR FINIAL/ 4A1R45T3/MDL/BK
Note			TYPE TWIN ARM MOUNT WITH CUSTOM STAR FINIAL 5.625" INCHES DIAMETER
Note			EACH FIXTURE- 5050 INITIAL DELIVERED LUMENS, 93 WATTS EACH
Note			FULL FREIGHT ALLOWED FOR ONE SHIPMENT & QUOTED QUANTITIES
Note			REQUIRE APPROVED DRAWINGS PRIOR TO RELEASE.

Total: \$ 68.000.00

Notes:

1. PLUS FRT
2. SUBJECT TO APPROVAL

Terms and conditions of sale:

MUST ADD FREIGHT FOR PRESHIPMENT OF ANCHOR BOLTS/TEMPLATES.

HLA does not take responsibility for determing voltages or multiple ballast required for switching.

It is the responsibility of the distributor/contractor to determine and verify these.

Fixtures do not include lamps unless specifically noted.

Fixtures are shipped in standard factory finishes unless specifically noted.

This quote does not include any addendums unless otherwise noted.

Prices good for 30 days.

QUOTE # C6905

DATE: 01-18-13 PAGE 1

TEXAS LIGHTING SALES

831 W. Eules Blvd. Suite #15
Eules, Texas 76040
(817) 283-8300
Metro: (817) 267-9300
Fax: (817) 267-2698

To: BOB MILLIREN ELLIOTT / MCKINNEY			Proj: CITY OF FARMERSVILLE FARMERSVILLE, TX Bid Date: 01/16/13	
Arch:			Engr:	
Spec:			Cont:	
Remarks:				
Qty	Type	Mfg	Description	Price
29	A	USAR	47-1060-11FT4IN-PT27-RAL-9005-T	

			NOTES	
			1.LAMPS INCLUDED.	
			2.PRICING IS FOR BUDGET PURPOSES ONLY.	
			3.ANY DEVIATION TO THE ABOVE BILL OF MATERIAL IS SUBJECT TO A NEW QUOTE.	
			4.QUOTING THE A SINGLE POLE SETUP.	
			5.IF THE TWIN ARM SET UP IS REQUIRED, THEY ARE \$425.00 EA.	
			NOTES:1)NO TEXAS STAR QUOTED.	
			2)OUR TWIN ARMS MOUNT TO A TENON.	
			6.THIS PACKAGE IS OFFERED AS AN ALTERNATE SUBJECT TO FINAL APPROVAL.	
			Total ====	\$ 21,025.00
F.O.B. Per MFG		Terms: Net 30 Days		Lead time: Varies Per Mfg.
Prices firm for entry by: 03-19-13			Shipment by: 03-19-13	
Printed 01/18/13 13:50:40			Per: TEXAS LIGHTING SALES	



DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

February 8, 2013

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

RE: Electrical Services for Street Light Installation
Texas Capital Fund TDA Contract #710232
Small Purchase Proposal & Recommendation

Dear Ben:

I have attached the Small Purchase Procurement proposals received for Electrical Services for Street Light Installation to serve the City of Farmersville. Three (3) proposals were solicited for the procurement and two (2) proposals were received. Foltz Electric was the low proposer for the installation with a proposal amount of \$65.00 per hour with an estimated quantity of ninety (90) hours to complete the project. I recommend utilizing Foltz Electric for the street light installation. Funding from the Texas Capital Fund will not be utilized for the electrical installation as the available funds for the project have been fully expended. Payment for the electrical installation will be made from City of Farmersville funds.

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

Sincerely,

A handwritten signature in black ink that reads "Eddy W. Daniel". The signature is stylized with a large, looped "D" and a cursive "E".

Eddy W. Daniel, P.E.

**CITY OF FARMERSVILLE
STANDARD FORM OF AGREEMENT
FOR OWNER-SUPPLIER PROJECTS**

STATE of TEXAS }

COLLIN COUNTY }

THIS AGREEMENT, made and entered into this _____ day of _____, A.D. 2013, by and between the CITY of FARMERSVILLE of COLLIN COUNTY in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Foltz Electric of the City of McKinney, County of Collin in the State of Texas, Party of the Second Part, hereinafter termed SUPPLIER.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), the said Party of the Second Part (SUPPLIER), hereby agrees with the said Party of the First Part (OWNER) to provide the materials for the construction of certain improvements described as follow:

Electrical Services for Street Light Installation – (per quote attached)

in accordance with the specifications, other drawings or any printed or written explanatory matter as prepared by Daniel & Brown, Inc., herein entitled the ENGINEER, each of which has been identified by the SUPPLIER and the ENGINEER, together with the SUPPLIER'S written quote, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The SUPPLIER hereby agrees to supply materials within ten (10) calendar days after the date written notice to do so shall have been given to him.

The OWNER agrees to pay the SUPPLIER in current funds the price or prices shown in the small purchase procurement record, which forms a part of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

City of Farmersville

Foltz Electric

Party of the First Part (OWNER)

Party of the Second Part (SUPPLIER)

Printed name: _____

Printed name: _____

By: _____

By: _____

ATTEST: _____

ATTEST: _____

City of Farmersville
Small Purchase Procurement

The City of Farmersville is seeking quotes on the installation of electrical elements of decorative street lighting for the Texas Capital Fund Sidewalk Project. Some rewiring of the electrical system in the downtown area will also be required. All wiring will be done in accordance with the attached schematic. The project must meet the minimum Davis-Bacon wage rate for electrical services of \$25.20 per hour. Note: This is a minimum rate only.

Please return quote by Friday, February 8, 2013. Provide approximate number of hours, hourly pricing, and total price for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>90.-</u>	<u>Hr</u>	Electrical installation for 40 street lamps and rewiring of downtown electrical system.	<u>\$ 65.-</u>	<u>\$ 5850.00</u>

Company Name: Foltz Electric

Address: P.O. Box 68

Phone: 972 618-7151

Quoted By: Tom Foltz

Date: 2-6-2013

- Plus MATERIALS

If you should have any questions regarding any project details please contact Ben White at the City of Farmersville (972-782-6151).

Sincerely,
Cory Higgins
Daniel & Brown, Inc.

City of Farmersville
Small Purchase Procurement

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City of Farmersville
Small Purchase Procurement

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Please return quote by Friday, February 8, 2013. Provide approximate number of hours, hourly pricing, and total price for the following items:

<u>QTY</u>	<u>UNIT</u>	<u>ITEM</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>80</u>	<u>Hr</u>	Electrical installation for 40 street lamps and rewiring of downtown electrical system.	<u>\$100.⁰⁰</u>	<u>\$8000.⁰⁰</u>

Company Name: Potter Electric
Address: 709 Hwy 78 South - Farmersville
Phone: 214-325-4430
Quoted By: Clay Potter
Date: 2-6-13

If you should have any questions regarding any project details please contact Ben White at the City of Farmersville (972-782-6151).

Sincerely,
Cory Higgins
Daniel & Brown, Inc.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Update on Chaparral Trail project

ACTION: No action is required of Council.

(VI – I)

Chaparral Trail Project Update

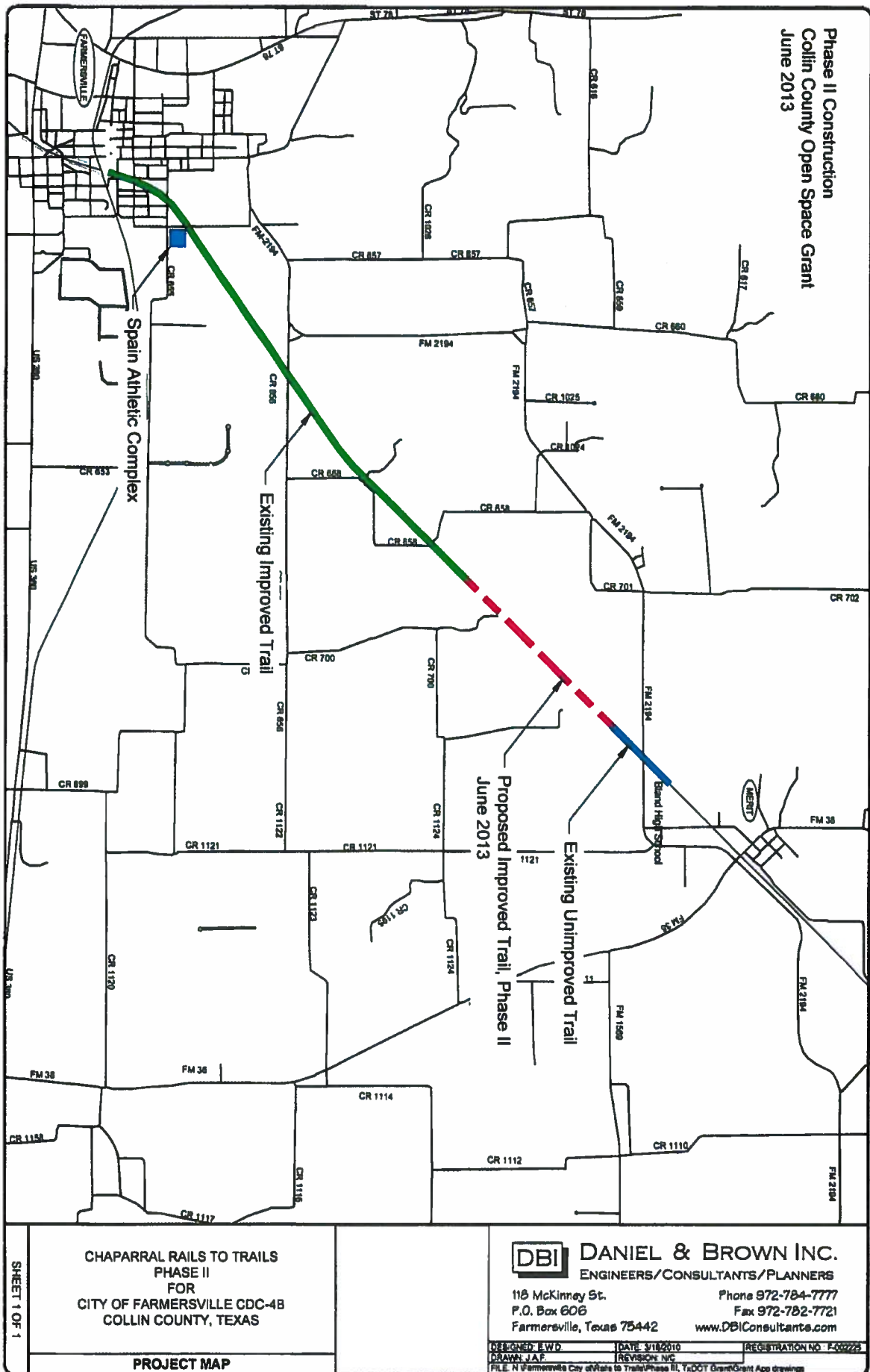
Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Texas Parks & Wildlife (Phase I)	\$200,000	\$50,000 4B Funded	Oct-12	Feb-13	Construction 90% complete. Picnic area complete. Decomposed granite down except for work area. Working on completing signage and bollards
Collin County Open Space (Phase II)	\$300,000	\$150,000 (4B,: \$50K) (CoF, \$100K)	Mar-12	Aug-13	Bid package ready and out for bid. Bid opening 21 Feb 2013 at 2:00. Need budget amendment for \$100K matching funds.
TxDOT Enhancement Program Grant (Phase III)	\$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. Awaiting approval, Feb 2013.
Texas Parks & Wildlife (Phase IV)	\$200,000	\$50,000	Not Awarded Yet	Not Awarded Yet	Application turned in. Awaiting award.

SHEET 1 OF 1

DBI

DESIGNED: E.W.D.	DATE: 3/16/2010	REGISTRATION NO. F-000225
DRAWN: J.A.F.	REVISION: NC	
FILE: N:\Farmersville City Affairs to Transit Phase III, TxDOT Grant\Grant App drawings		

Phase II Construction
Collin County Open Space Grant
June 2013



CHAPARRAL RAILS TO TRAILS
PHASE II
FOR
CITY OF FARMERSVILLE CDC-4B
COLLIN COUNTY, TEXAS

PROJECT MAP



DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442

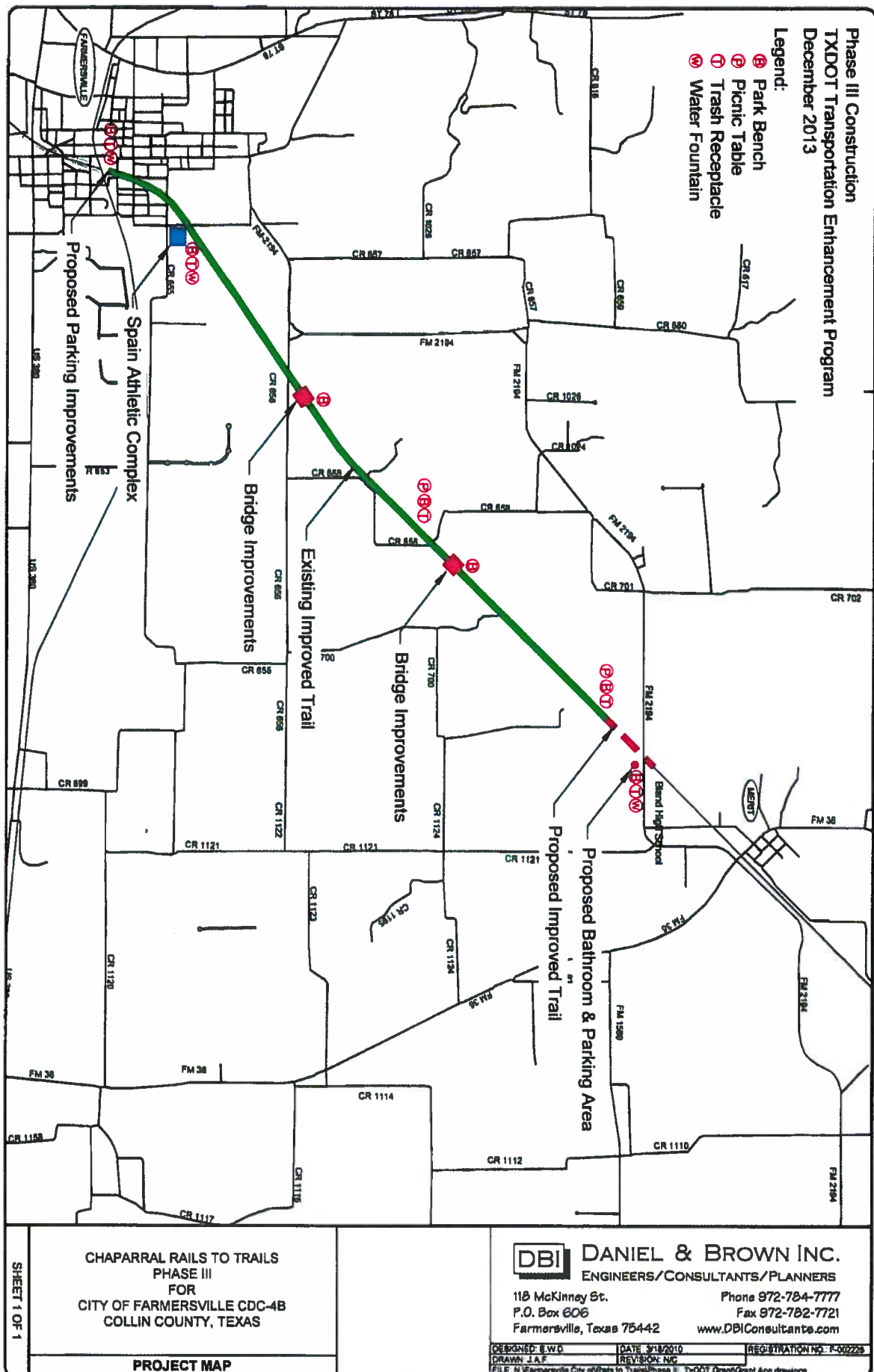
Phone 972-784-7777
Fax 972-782-7721
www.DBIConsultants.com

DESIGNED E.W.D.	DATE 3/18/2010	REGISTRATION NO. F-002225
DRAWN J.A.F.	REVISIONS N/A	
FILE: N Farmersville City of Trails Phase II, TrDOT Grant/Grant App drawings		

SHEET 1 OF 1

Legend:

- (B)** Park Bench
- (P)** Picnic Table
- (T)** Trash Receptacle
- (W)** Water Fountain





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Update on electrical system

ACTION: No action is required of Council.

(V – J)

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 by March 2013.
 - a. Inventory activity: 100% complete
 - b. Appraisal activity: 25% complete.
 - c. Capital Improvement Program (CIP): 100% complete.
 - d. Electrical system model: 100% complete.
3. Electrical surcharge rate of \$0.005 per kilowatt-hour approved and implemented.
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.
5. Sharyland scheduled for yearly electrical system review to Council on 12 Feb 2013.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Update on Main Street Bridge, closures and Highway 380 improvements

ACTION: No action is required of Council.

(V – K)

US 380 Highway Project Status

1. Schedule being modified based on recent events surrounding the Main Street bridge. The last known schedule is shown. We are currently working with TxDOT to revise.
 - a. 1st Railroad Bridge, Passing Track: Apr 2013 thru Jul 2013.
 - b. 2nd Railroad bridge, Main Track: Oct 2013 thru Feb 2014.
 - c. 380 Roadway, East Bound: Dec 2013 thru Jul 2014.
 - d. 380 Roadway, West Bound: Jul 2014 thru Oct 2014.
 - e. Main Street Bridge: Feb 2013 thru May 2014. Currently working with TxDOT to shorten the closure time as much as possible. Tentatively the closure period has been reduced from 9 months to 5 months. The bridge will completely close during bridge construction. Use alternative paths: Jug Handles, Orange, Rike, Hamilton, Mimosa, Beene etc.
 - f. Hill Street Crossing: Closed Jul 2014.
 - g. Walnut Street Crossing: Closed Feb 2013 (passing track), Jul 2014 (main track).
 - h. Main/Summit Street Crossing: Intermittent Closure Apr 2013 thru May 2013.
2. Working with TxDOT to achieve the following:
 - a. Place heavy barriers to prevent passage. (Complete)
 - b. Demolish the existing bridge as quickly as possible, may be done within a month. (Complete).
 - c. Install new signage to direct traffic correctly onto ramps. South ramp is now south Main Street only. North ramp is north Main Street only.
 - d. Lower speed limit to 40 MPH.
 - e. Demolish median structures at jug handles.
 - f. Fix existing jug handle ramps. Probably one month.
 - g. Pull up the bridge schedule as much as possible.
3. Farmersville marquee signage design under the Main Street Bridge is being considered.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Consider, discuss and act upon a resolution to cease collecting a 1% fee from cable service providers

- Resolution is attached for review and agreed per legal counsel.

ACTION: Approve or disapprove resolution as presented.

(V – L)

**CITY OF FARMERSVILLE
RESOLUTION # R-2013-0212-001**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ELECTING NOT TO REQUIRE THE REMITTANCE OF A PEG FEE BY HOLDERS OF A STATE ISSUED CERTIFICATE OF FRANCHISE AUTHORITY.

WHEREAS, Section 66.005 of the Public Utility and Regulatory Act requires the holder of a certificate of franchise authority to pay a franchise fee of five percent of gross revenues; and

WHEREAS, Section 66.006(b) of the Public Utility and Regulatory Act provides that, to fund capital expenses associated with Public, Educational and Governmental (PEG) facilities, and in lieu of in-kind contributions and grants, a municipality may elect to receive one percent of a cable service provider's gross revenues or the per subscriber fee that was paid to it under the expired incumbent cable service provider's agreement; and

WHEREAS, the holder of a state-issued certificate is entitled to recover any fee imposed by the state and paid to the municipality from the cable service provider's customers; and

WHEREAS, the City does not wish to further burden its citizens with the additional fee authorized by Section 66.006(b) of the Public Utility and Regulatory Act.

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

Section 1. The holder of a state-issued certificate of franchise authority shall not remit a percentage or per subscriber fee to the City under Section 66.006(b) of the Public Utility and Regulatory Act.

Section 2. The City Secretary shall send a certified copy of this Resolution to the Texas Cable Association and Time Warner Cable.

Section 3. This Resolution takes effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS on this the 12th day of February, 2013.

Joseph E. Helmberger, P.E., Mayor

Attest:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Discuss and direct staff regarding soil conditions of delinting properties off Buckskin and Summit

- Map of the area is attached for review
- Information regarding Brownfields Site Assessment Program

ACTION: Action as deemed by Council.

(V – M)





Texas Commission on Environmental Quality

Brownfields Site Assessment Program (BSA)

What is a brownfields site?

A brownfields site is any property that is being underutilized, or where a property transaction is complicated by the real or perceived presence of contamination.

The TCEQ, in cooperation with local, state, and federal partners, is facilitating cleanup and revitalization of brownfields properties in Texas through regulatory, tax, and technical assistance. The BSA provides free technical advice and education to eligible entities for brownfields redevelopment projects.

The BSA Program directs the completion of Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and limited cleanups at no cost for eligible entities. Assessing the degree of contamination on brownfields properties facilitates local revitalization and successful marketing of those properties.

BSAs are designed to discover the real or perceived environmental barriers to redevelopment, and provide the environmental information required to move forward real estate and/or financial transactions on brownfields properties.



Contact us:

TCEQ BSA
P. O. Box 13087
MC-221
Austin, TX 78711-3087
Phone: 512-239-2200
E-mail:
BRNFLDS@TCEQ.TEXAS.GOV

Who is eligible for BSA assistance?

- Nonprofit groups
- City, state, local, and tribal governments
- Regional councils of government and quasi-governmental entities
- Redevelopment agencies
- Private owners partnered with an eligible entity

*For further information, visit us online at: www.tceq.texas.gov/remediation/BSA/BSA.html



Texas Commission on Environmental Quality

Brownfields Site Assessment Program (BSA)

Description of the BSA Process*:

1. Submit a completed application with redevelopment plans and signed access agreement for the brownfields property.
2. The TCEQ determines if a site is eligible and if funds are available for the assessment and/or cleanup requested.
3. The TCEQ authorizes a state contractor to perform assessment and submit reports to TCEQ.
4. The TCEQ reviews the submitted reports and provides feedback and technical guidance to the applicant on whether further environmental assessment or cleanup is necessary.



Contact us:

TCEQ BSA
P. O. Box 13087
MC-221
Austin, TX 78711-3087
Phone: 512-239-2200
E-mail:
BRNFLDS@TCEQ.TEXAS.GOV

The Texas Commission on Environmental Quality strives to protect our state's human and natural resources consistent with sustainable economic development.

Our goal is clean air, clean water, and the safe management of waste.

*For further information, visit us online at: www.tceq.texas.gov/remediation/BSA/BSA.html



Voluntary Cleanup Program (VCP)

What is the VCP?

Many under-utilized properties may be restored to economic productivity and beneficial community use through the VCP's streamlined approach to cleaning up contamination.

After conducting an approved response action at a site participating in the VCP, eligible entities may receive a VCP certificate of completion, including a release from liability to the state of Texas for cleanup of contaminants under the TCEQ's jurisdiction.*

As a result, current and future human and environmental risks may be reduced, and significant hurdles for real estate transactions can be eliminated.

The VCP provides administrative, technical, and legal incentives to encourage the cleanup of contaminated sites in Texas.



Contact us:

TCEQ VCP
P. O. Box 13087
MC-221
Austin, TX 78711-3087
Phone: 512-239-2200
E-mail:
vcp@tceq.texas.gov

Who benefits from the VCP?

- Property Owners
- Stakeholders and Community
- Adjacent Landowners
- Lenders
- Future Owners, Lessees, and Operators

*For further information, visit us online at: www.tceq.texas.gov/remediation/vcp/vcp.html



Voluntary Cleanup Program (VCP)

Description of the VCP Process*:

1. Submit a complete application with supporting documents and application fee.
2. Sign a VCP agreement and determine the schedule of report submittals. The agreement indicates that the applicant agrees to pay the TCEQ for time the VCP project manager and other applicable TCEQ staff spend managing the project.
3. Investigate current and historic potential source areas and report the types, locations, and concentrations of contaminants at each source, as well as the location of any sensitive receptors.
4. Determine if a response action is needed, and, if so, submit the appropriate plan to address affected environmental media.
5. Perform any necessary remediation.
6. Submit a report on appropriate forms documenting the completion of the response actions.
7. Upon TCEQ concurrence that all necessary actions have been completed, execute the TCEQ supplied affidavit(s).
8. Receive Certificate of Completion, and, if necessary, file with county records.

Contact us:

TCEQ VCP
P. O. Box 13087
MC-221
Austin, TX 78711-3087
Phone: 512-239-2200
E-mail:
vcp@tceq.texas.gov

The Texas Commission on Environmental Quality strives to protect our state's human and natural resources consistent with sustainable economic development.

Our goal is clean air, clean water, and the safe management of waste.

*For further information, visit us online at: www.tceq.texas.gov/remediation/vcp/vcp.html



Texas Commission on Environmental Quality

Innocent Owner/Operator Program (IOP)

Description of the IOP Process*:

1. Submit a complete application with a Site Investigation Report (SIR) or other reports demonstrating innocent owner/operator status, and application fee.
2. Provide public notice and proof of notification.
3. A TCEQ Project Manager reviews site information and determines if eligibility criteria have been met, and if the current owner/operator has not caused or contributed to contamination present at the site.
4. Upon TCEQ concurrence that an innocent owner/operator status has been successfully demonstrated, execute the TCEQ supplied affidavit(s).



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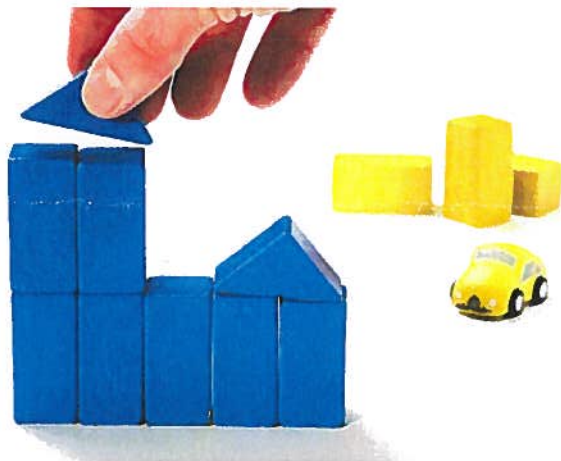
Texas Commission on Environmental Quality

Innocent Owner/Operator Program (IOP)

What is the IOP?

The IOP provides a process for eligible entities* to address the environmental liability associated with contaminants that have migrated onto their property from an off-site source.

Applicants must demonstrate that contaminants have migrated onto the site from an off-site source and that they did not cause or contribute to the contamination, as well as notify adjacent property owners and fulfill other program requirements*. Upon completion, they may receive an Innocent Owner/Operator Certificate (IOC), which acknowledges certain liability protections under Texas law.



The IOC is specific to the contaminants and environmental media outlined in the application and is not transferrable to future owners or operators. However, future owners/operators may apply to the IOP and make their own demonstrations for IOCs.

The IOP can be used as a redevelopment tool, potentially adding value to a contaminated property and facilitating property transactions.

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Who benefits from the IOP?

- Property Owners
- Lenders
- Future Owners, Lessees, and Operators

*For further information, visit us online at: www.tceq.texas.gov/remediation/lop/iop.html



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: February 12, 2013
SUBJECT: Discussion regarding incident at Quick Check on January 23, 2013

ACTION: No action required by Council.

(V – N)