

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
August 13, 2013, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer 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.
 - Proclamation proclaiming August 11th as 811 Safe Digging Day

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.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. Police Department Report
- C. Code Enforcement/Animal Control Report
- D. School Resource Officer Report
- E. Fire Department Report
- F. Municipal Court Report
- G. Public Works Report
- H. Library Report
- I. 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. Sign Board of Appeals Minutes
- E. Capital Improvements Advisory Commission Minutes
- F. FCDC (4B) Meeting Minutes
- G. FEDC (4A) Meeting Minutes
- H. Parks Board Minutes
- I. Main Street Board Minutes
- J. Main Street Report
- K. Building & Property Standards Minutes
- L. TIRZ Minutes
- M. Farmersville Public Housing Authority
- N. North Texas Municipal Water District Board Agenda

IV. READING OF ORDINANCES

- A. First Reading – Consider, discuss and act upon an ordinance amending Chapter 77, “Zoning,” of the Code of Ordinances of the City of Farmersville, Article III, “New Types Of Land Use; Districts”, Section 77-138, “Specific Use Permits”

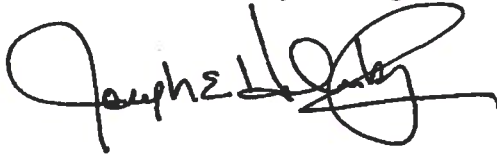
V. REGULAR AGENDA

- A. Consider and discuss and act upon the proposed tax rate, set two public hearing dates for the tax rate, and direct staff in the preparation of an ordinance for the establishment of the selected rate
- B. Consider, discuss and act upon an agreement with Lakehaven Municipal Utility District
- C. Consider, discuss and act upon an license agreement with the Texas Water Development Board for the use of the Water IQ service mark
- D. Consider, discuss and act upon a change order for the Chaparral Trail project and update on the Chaparral Trail
- E. Consider, discuss and act upon an agreement with Collin County for firefighting and fire protection services
- F. Consider, discuss and act upon activities conducted by the contractors for the Church of Jesus Christ of Latter-Day Saints where concrete will be poured at 2:00 am on specific dates
- G. Consider, discuss and act upon an agreement between the Farmersville ISD and the City of Farmersville regarding a School Resource Officer for the 2013-2014 Fiscal Year
- H. Update on the Main Street Bridge, closures and Highway 380 improvements
- I. Update on the electrical system

VI. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

VII. ADJOURNMENT

Dated this the 9th day of August, 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 August 9, 2013 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary



The State of Texas
City of Farmersville

ATMOS ENERGY/CALL 811 BEFORE YOU DIG

As you celebrate
811 Safe Digging Day

August 11, 2013

WHEREAS, the leading cause of harm to underground facilities is excavation damage; and

WHEREAS, pipeline operators and other underground facility owners are committed to raising the awareness of underground damage prevention and safe digging practices; and

WHEREAS, everyone has a responsibility to ensure their safety; and

WHEREAS, dedication to safe digging practices is helping prevent potentially serious or fatal injuries while keeping our environment clean and our utilities on without interruption; and

WHEREAS, the date of August 11 (8/11) corresponds to the nationwide one-call number, 811, which provides anyone planning to excavate a simple, easy way to contact the state underground notification center; and

WHEREAS, once a call is made to the one-call notification center, the appropriate underground facility operators are notified of the person's intent to dig. Professional locators are then sent to the requested digging site to mark the approximate locations of underground lines with flags, spray paint or both; and

WHEREAS, Striking a single line can cause injury, repair costs, fines and inconvenient outages; and

WHEREAS, through the support of the pipeline industry, the nationwide 811 Day media effort promoting the Call Before You Dig program will air ads during the week of August 11th.

WHEREAS, everyone should call 811 before digging; and

WHEREAS, the City of Farmersville supports these efforts to promote underground damage prevention and safe digging practices, and

Now therefore, I Joseph E. Helmberger, Mayor of Farmersville, do hereby recognize August 11, 2013 as 811 Safe Digging Day in Farmersville, and I call this observance to the attention of all citizens.

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 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

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
July 9, 2013

The Farmersville City Council met in regular session on July 9, 2013 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, Michael Hesse, Russell Chandler and Jim Foy. Absent was Michael Carr. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, City Attorney Alan Lathrom, Assistant to the City Manager Paula Jackson, Librarian Trisha Dowell 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. Benny Mondy from Gallaway Memorial Church of God 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. Benny Mondy came before the Council expressing concern and need of improvements to Locust Street directly behind Gallaway Memorial Church of God. For years the Church has been on the "back burner" in regards to having this street properly paved. There are not heavy vehicles that travel Locust Street and the heaviest use is by the Church membership. Mr. Mondy pleaded to have the City pave this street with asphalt.

Mayor Helmberger announced the Sparks of Freedom event was very successful with approximately 3,500 people in attendance. Chief Kim Morris stated the band Short Fuse was also very successful and donated their time for the event. Police and Fire Departments were commended for their efforts with crowd control. Chief Morris thanked all the City Departments for their efforts.

Item II) CONSENT AGENDA

Mayor Helmberger asked the Council if any items were needed to be pulled for discussion. Mayor Helmberger requested Items G – Public Works Report be pulled for discussion & I – City Manager's Report be pulled for discussion. Jim Foy requested Items A – City Council Minutes be pulled for discussion and E – Fire Department Report be pulled for discussion. Russell Chandler motioned to approve Items B, C, D, F and H with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item A – City Council Minutes: Jim Foy indicated the statement made regarding sprinkler systems versus residential hand watering was reversed during the June 11th meeting while discussing specific watering days. The change will be corrected. Jim Foy motioned to approve the minutes with the correction with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item E – Fire Department Report: Jim Foy stated the charts were confusing as there are two different charts both reflecting County Responses. Fire Chief Kim Morris stated one of the graphs should have stated Mutual Aid Responses. The graph will be corrected. Jim Foy motioned to approve with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item G – Public Works Report: Mayor Helmberger asked about the Lakehaven MUD Agreement. City Manager Ben White stated the Council approved an agreement, but when it was evaluated by Lakehaven's attorneys, more changes arose. We are presently working through those changes. The investors now have comments needing clarification. One of those clarifications is the wording regarding to whom can build with capacity first. Our City Attorney will review once again and will return the document to Lakehaven's attorneys. Mayor Helmberger stated to ensure the TCEQ permit is included as we have not seen a copy of the permit to date.

Under Special Projects – the City was declined a grant through the Texas Parks & Wildlife Grant Program. City Manager Ben White stated the match will be a little harder to attain, but funding through the Collin County Open Space Grant is expected to complete the Chaparral Trail. Mr. White indicated he will hopefully be funded \$60,000 from the Farmersville Community Development Corporation (FCDC) next year and \$60,000 the following year and have the project finished October 2014. This item will be on FCDC's agenda on July 29th.

Jim Foy questioned General Obligation Bond projects #2 Orange Street Overlay and #4 Hamilton Street Overlay. Construction is scheduled to begin August 2013. Mr. White indicated we need to move the lift station cover. Engineering is 70-80% complete. The right-of-way will need to be checked. This is an overlay project only by Collin County therefore right-of-way is not needed. This project is continuing the County's plan to improve all rock roads. Mr. Foy stated he understood the project was more than an overlay project and understood ditches would be reshaped. Mr. White stated he is aware that the liftstation and a 4" water line is in the road and would like to move but must have funding to do so.

Hamilton Street overlay project is also expected to start in August 2013. This project has been pushed back in order to finish Sycamore panel project. Sycamore is close to completion with an added gravity main that was not expected at the beginning of this project. Hamilton Street will be bid out for a contractor to complete.

Mayor Helmberger questioned when the Public Safety Plaque would be ready for installation. Paula Jackson, Assistant to the City Manager, replied the plaque is almost ready to ship. Mayor Helmberger, Mr. Foy and Fire Chief Morris discussed potential dates to have a dedication ceremony. One thought was to hold the event on Old Time Saturday in October. After a short discussion, the group agreed on August 10th as a date to hold the dedication ceremony.

With no further questions, Jim Foy motioned to approve Item G with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item I – City Manager's Report: Mayor Helmberger stated appreciation for the continued work on the Ordinance Codification process. Mayor Helmberger questioned the painting of fire hydrants ordinance and why has remained on the ordinance backlog. City Manager Ben White stated the City does not currently have an ordinance which specifies which color fire hydrants should be painted. An ordinance will be prepared in the future that addresses this issue.

Mayor Helmberger stated some progress has been made regarding the Interlocal Agreement with the Collin County Tax Office regarding the Tax Increment Reinvestment Zone (TIRZ); however we are presently awaiting development. The County is collecting the taxes and the ILA will properly allocate the funds from the TIRZ and City tax collections.

Mayor Helmberger also questioned the IT portion of the City Manager Report regarding the installation of fiber-optic cabling. Mr. White indicated the cost is prohibitive from integrating

the City buildings with fiber-optic cabling. This idea is very forward thinking to connect the Library, Public Safety Building, Public Works, Chamber, Best Center and City Hall.

Internet capabilities are presently not available at the Best Center. With Representative Turner now officing from the Best Center, it would be good to offer this service. Several ideas have been brought forward, but nothing has come to fruition as costs are prohibitive in many aspects.

John Klostermann motioned to approve Item I with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse 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. Mayor Helmberger stated a policy has been put into place regarding quorums for Boards and Commissions. Recently a very important meeting was scheduled; however there was a lack of a quorum to hold the meeting. Each Board or Commission Staff Liaison has been asked to contact each Board or Commission member the day of the meeting to ensure a quorum will be present. If a quorum is not confirmed, the President or Chairman will make the decision prior to the meeting to cancel the meeting if a quorum cannot be verified.

Mayor Helmberger stated he appreciates the volunteers who serve on these Boards and Commissions and felt the City should make every extra effort to ensure attendance.

Mayor Helmberger stated the Parks Board is working on "Adopt-A-Spot" projects on the Chaparral Trail in ½ mile sections. Mayor Helmberger expressed concern for this length if volunteers are expected to mow and trim the grass. City Manager Ben White indicated the volunteers would be picking up trash only. The City will continue to keep the area mowed and trimmed.

Mayor Helmberger announced two new items have been added to the Informational Items list to include Item K – Farmersville Public Housing Authority which Mr. White recently attended and Item L – North Texas Municipal Water District Board Agenda.

Item IV – A) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING THE WATER MANAGEMENT PLAN

City Manager Ben White indicated the ordinance presented is a correct version of the Water Management Plan. John Klostermann motioned to approve the ordinance with a date correction. Russell Chandler seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item IV – B) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING THE MASTER FEE SCHEDULE ALLOWING FOR A \$1,000 RETAINER FEE TO BE CHARGED FOR PLATS

City Manager Ben White indicated a retainer fee was added recently for Building Permits; however we need to have a retainer fee for plats as well. The ordinance presented will allow a developer to pay a retainer fee when platting property. Mayor Helmberger addressed the Council stating plats are submitted to the City and forwarded to the City Engineer. Those costs should be passed through to the developer. The remainder of the retainer fee not used for expenses created by the developer will be refunded. If, however, costs exceed the original retainer fee of \$1,000 and further expenditures are required, an additional retainer fee will be required of the developer. Russell Chandler motioned to approve the first reading of the ordinance as presented with John Klostermann seconding the motion. A poll of the Council was

taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item IV – C) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE ROBBIN LAMKIN MEMORIAL SPLASH PAD TIME OF OPERATION

City Manager Ben White stated the Parks Board has approved the request to have the Splash Pad open on Mondays. Through the existing ordinance, the Splash Pad is closed on Monday's and operates on Sundays 1pm – 6pm. The Water Management Plan will mandate the operation of the Splash Pad while under water restrictions. Council discussed the operation time and concurred to have every day consistent. Jim Foy motioned approve the ordinance with an amendment to have the Splash Pad opened 7 days a week from 10am – 9pm. Russell Chandler seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM IV – D) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO RENEW THE JUVENILE CURFEW

Police Chief Mike Sullivan reported the ordinance presented is proper and we are in compliance with having the renewal every three years. Jim Foy motioned to approve the ordinance as presented at first reading with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – A) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION REGARDING AN APPLICATION FOR GRANT FUNDS THROUGH THE COLLIN COUNTY OPEN SPACE PROGRAM

Mayor Helmberger requested a change to the Resolution to read "the City Council recognizes the importance of completing the hard surface for a multi-use trail and installing amenities that will enhance the accessibility and encourage additional use of the Chaparral Trail." Michael Hesse motioned to approve the Resolution with the change made. Jim Foy seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – B) CONSIDER, DISCUSS AND ACT UPON AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY FOR DISPATCH SERVICES

With the same cost as last year, John Klostermann motioned to approve the Interlocal Agreement with Collin County for Dispatch Services. Michael Hesse seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – C) CONSIDER, DISCUSS AND ACT UPON PLACING SHACEE JACKSON AS AN ADDITIONAL SIGNATORY ON THE POLICE SEIZURE ACCOUNT

Police Chief Mike Sullivan requested the Council place Shacee Jackson as an additional signer on the Police Seizure Account. This was previously done when Debbie Thomas worked as Public Safety Secretary. Russell Chandler motioned to approve this item with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – D) RECEIVE PRESENTATION REGARDING LIBRARY PROGRAMS INCLUDING SUMMER READING CLUB

Librarian Trisha Dowell came before the Council with a power point presentation depicting the upgrades in the Library and showing different programs that have been implemented. The Library has a new message board to help communicate information to the patrons. New computers, chairs and computer tables have been installed and has enhanced the Library. A new display has been installed featuring Audie Murphy memorabilia. Membership is up from 236 last year to 313 members this year with a total of 4,422 total members. Food for Fines is a new program during June and July where patrons with a fine can bring one non-perishable food item in exchange for \$1.00 of fine relief. The food items will be given to the Food Pantry.

ITEM V – E) UPDATE ON ELECTRICAL SYSTEM

City Manager Ben White reported he and McCord Engineering have been investigating the insurability of our electric system. Other cities use TML insurance, and Mr. White understood that one city was covered for the entire system, not just equipment. Further investigation is needed, but will continue to see if TML can provide this coverage.

Mr. White reported some good news. More power was available on the transformer at the substation which would allow us to prepare for Collin College without major expense.

Preliminary costs of electric power could be in the 5¢ to 6¢ range. A calculation will be presented in July. Mr. Foy questioned if the 6¢ includes the PCRF with Mr. White replying this is raw power only. Currently the City is paying 7¢. Greg Boggs with Sharyland will be meeting with the Mayor and City Manager Thursday. This will be a meeting to broach the issue of substation ownership and the future of our electric utility. Contractor Steve Moppit with Schneider Engineering will be used as a consultant to negotiate power contracts. His expenditure could be \$15 – 20,000. This price seems high, but he comes highly recommended from Garland Power and Light. The Farmersville Economic Development Corporation has indicated they will help fund the costs regarding the electrical system. This expenditure will be presented to the FEDC to see if they will provide a potential funding source. The funds the City has are encumbered are for upgrades only.

In the meantime, Mr. White has asked Sharyland for a detailed electric billing spreadsheet. This detailed information will provide information for residential and commercial customers including meter numbers.

ITEM V – F) UPDATE ON THE CHAPARRAL TRAIL PROJECT

City Manager Ben White reported that Phase 2 is going splendidly well. The decomposed granite looks great. The "S" curve has been formed. Bollards and signage will be installed shortly. A 2" line will be bid by the contractor to tap into and we will be a customer of Caddo Basin's water supply to provide water for grass to be installed along the Trail. Funds for Cole Construction, who performed Phase 1 construction, is being held until the last two items have been fixed. Phase 3 was declined by Texas Parks and Wildlife; however we have applied for a grant through Collin County Open Space to complete the Trail. The match may be an issue as the Open Space Grant is a 50/50 match.

ITEM V – G) UPDATE ON THE MAIN STREET BRIDGE, CLOSURES AND HIGHWAY 380 IMPROVEMENTS

Per City Manager Ben White, not much has changed with the Main Street Bridge and Highway 380 improvements since the last status update. Per TxDOT, the plan is to have the Main Street Bridge constructed by September 2013. Although this is very optimistic, it is not

possible. Mayor Helmberger has a meeting with Barry Heard, Area Engineer for TxDOT. Mayor Helmberger stated at minimum, the Main Street Bridge will be 6 months away from completion. There is a beam problem. The workers may leave the project since the work is slowing down. The main concern for the City is to have the Main Street Bridge completed.

Mayor Helmberger stated South Hamilton was promised to be an access route, but instead has been closed. The contractor is responsible for maintenance along the construction area, but it has been a vicious cycle between the contractor and TxDOT to have potholes and dangerous sinking areas repaired.

ITEM V – H) CONSIDER, DISCUSS AND ACT UPON APPOINTING AN AD HOC MEMBER RESIDING IN THE EXTRA TERRITORIAL JURISDICTION TO SERVE ON THE CAPITAL IMPROVEMENTS ADVISORY COMMISSION

Jim Foy stated he spoke with Dr. Goldstein and he stated he will serve as the Ad Hoc member on the Capital Improvements Advisory Commission. Jim Foy motioned to appoint Mike Goldstein to the position on the Capital Improvements Advisory Commission with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

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

No one requested items for future agendas.

ITEM VIII) ADJOURNMENT

Council adjourned at 7:26pm.

APPROVED

Joseph E. Helmberger, P.E., Mayor

ATTEST

Edie Sims, City Secretary

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
July 23, 2013

The Farmersville City Council met in regular session on July 23, 2013 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, Michael Carr, Michael Hesse and Russell Chandler. Jim Foy was not present. Staff members present were Police Sergeant Brian Alford, Fire Chief Kim Morris, Finance Director Daphne Hamlin, City Attorney Alan Lathrom, Librarian Trisha Dowell and City Secretary Edie Sims. City Manager Ben White was not present.

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. Russell Chandler offered the invocation with Mayor Helmberger leading the audience in the Pledge of Allegiance to the American Flag.

Mayor Helmberger announced the dedication ceremony for the Charles R. Curington Public Safety Building to be held August 3rd at the Public Safety Building at 9:30am.

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

Item II – A) PUBLIC HEARING TO AMEND CHAPTER 77, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF ARTICLE III "NEW TYPES OF LAND USE; DISTRICTS," BY DELETING EXISTING SECTION 77-138, "SPECIFIC USE PERMITS," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 77-138 THAT IS ALSO ENTITLED "SPECIFIC USE PERMITS"; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Mayor Helmberger opened the Public Hearing at 6:03pm and asked City Attorney Alan Lathrom to explain the changes to the Specific Use Permitting process. Mr. Lathrom stated the Council asked the Planning & Zoning Commission to investigate modifying the process for the Specific Use Permits pertaining game rooms. The existing ordinance was determined to have little guidance vital to the Planning & Zoning Commission and the Council to determine if the use being requested is proper to the area and surrounding businesses or area.

Peculiarities create a Specific Use Permit, but it still must fit the location. Currently the Planning & Zoning Commission can offer a recommendation for approval to the Council based on a site plan, but the applicant does not provide detail if the use fits the area and if it is compatible to existing uses. This is the major mechanism changed so that uses are consistently compatible to existing uses.

With that explanation, Mayor Helmberger asked for anyone to come forward that was FOR the ordinance amendment. With no one coming forward, Mayor Helmberger asked for anyone OPPOSING the ordinance amendment to come forward. No one came forward. Mayor Helmberger closed the Public Hearing at 6:06pm.

Item III – A) READING OF ORDINANCES – SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING THE MASTER FEE SCHEDULE ALLOWING FOR A \$1,000 RETAINER FEE TO BE CHARGED FOR PLATS

Mayor Helmberger informed the Council of the first reading of this ordinance being approved at the last meeting on July 9th. With no questions or discussion, John Klostermann motioned to approve the ordinance as presented at second reading with Michael Carr seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Russell Chandler yes. Motion passed with full Council approval.

Item III – B) READING OF ORDINANCES – SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE ROBBIN LAMKIN MEMORIAL SPLASH PAD TIME OF OPERATION

Mayor Helmberger informed the Council of the first reading of this ordinance being approved at the last meeting on July 9th. With no questions or discussion, John Klostermann motioned to approve the ordinance as presented at second reading with Michael Carr seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Russell Chandler yes. Motion passed with full Council approval.

Item III – C) READING OF ORDINANCES – SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO RENEW THE JUVENILE CURFEW

Mayor Helmberger informed the Council of the first reading of this ordinance being approved at the last meeting on July 9th. With no questions or discussion, Russell Chandler motioned to approve the ordinance as presented at second reading with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Russell Chandler yes. Motion passed with full Council approval.

Item III – D) READING OF ORDINANCES – FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING CHAPTER 77, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, ARTICLE III "NEW TYPES OF LAND USE; DISTRICTS", SECTION 77-138, "SPECIFIC USE PERMITS"

Mayor Helmberger announced he found some issues with the ordinance as presented which included the site plan requirement. On page 2 under item 1, Mayor Helmberger suggested dropping the word "site" and refer only to a plan. Under item 2, the word "vicinity" is vague and is left to interpretation. This verbiage needs to be replaced with "200 feet." Mayor Helmberger continued with item 6 requesting "private street development" be stricken. Item 7 uses the word "significantly" which needs clarification. Mayor Helmberger requested the Council take no action and allow the City Attorney to make the appropriate changes and return to the next meeting with those changes. Council concurred.

ITEM IV – A) CONSIDER, DISCUSS AND ACT UPON THE CITY FINANCIAL REPORTS

City Finance Director Daphne Hamlin came before the Council to inform them of the electrical offset. This year's third quarter check has not been received as of yet which has created the offset in the electrical fund. The current budget is in line and we show no reason to not finish the year as planned. Russell Chandler motioned to approve the City Financial Reports as presented with Michael Carr seconding the motion. A poll of the Council was taken

as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM IV – B) CONSIDER, DISCUSS AND ACT UPON RECOMMENDATION OF THE CONSTRUCTION BID FOR THE SAFE ROUTES TO SCHOOL PROJECT

City Engineer Eddy Daniel came before the City with a recommendation for the City Council to consider recommending to TxDOT the contractor for the Safe Routes to School project. The bid opening was July 15th with three contractors bidding the project. Axis Contracting submitted the lowest bid including add/alternates which allowed a healthy contingency. We cannot add any additional items to the project, but one of the add/alternates was an additional crossing at Gaddy Street. The plans already called for a crossing at Pendleton and Sycamore. The project entails looping and connecting all the sidewalks to the schools. Another positive has been the preapproval from TxDOT for Axis Contracting. TxDOT ultimately awards the bids, but TxDOT still requires a recommendation from the City Council. If TxDOT moves forward with this recommendation, construction could begin within 2 months. Stone facings will be installed on retaining walls, mostly 2-3' high. The electric poles have been relocated and this portion of the project is very close to being completed by the City. There will be some water meter relocations, however very few. This portion of the project will be performed by the City as well. The contractor will replace any fences. All utility relocations are being taken care of by the City. Michael Hesse motioned to recommend to TxDOT the recommendation of Axis Contracting, Inc. with Michael Carr seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM IV – C) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT WITH COLLIN COUNTY FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES

After discussing the presented agreement with City Attorney Alan Lathrom, Fire Chief Kim Morris stated a few issues were brought to his attention. The agreement should be with the City of Farmersville and not the Farmersville Fire Department. Mr. Lathrom also indicated concerns with the agreement requiring the City to add Collin County as an additional insured to the City's liability insurance policy. Chief Morris indicated this is the first contract of this type that has been submitted to cities. The County has agreed to pay a lump sum for this year only via the presented contract. The County Fire Association has been working diligently to come up with a formula for County run funding. The City of Farmersville was blessed to receive the funding for next year's budget.

Mr. Lathrom also indicated the contract as written shows equipment that is not accurate. Mayor Helmberger requested the Council take no action until the issues have been resolved and present the corrected agreement at the next meeting. Council concurred and took no action.

ITEM IV – D) CONSIDER, DISCUSS AND ACT UPON A PURCHASE/LEASE/RENT AGREEMENT FOR WASTEWATER FLOW METERS AND ALLOWING THE CITY MANAGER NEGOTIATING AND SIGNING RIGHTS TO FUND THE PROJECT

City Engineer Eddy Daniel came before the Council reaffirming the previous conversations held regarding Inflow and Infiltration (I&I) problems. The City has two options: 1) upgrade the existing system or 2) build a new wastewater system. The City is in an agreement with Texas Commission on Environmental Quality (TCEQ) through a Sanitary Sewer Overflow Initiative (SSO) to make strides to resolving the I&I problems. The flow metering will allow the City to find sources of I&I and then make the proper steps for repair/replacement. The flow

meters are real time monitoring in the manhole. Two representatives from Macaulay Controls Company were present to answer any questions. The agreement presented is for a two year lease option for 3 meters. Mr. Daniel recommended the lease option since the City will not have need of the flow meters once all areas have been identified. By utilizing the remote meters, the meters can be moved to find the main sources of I&I throughout town.

The impact to the budget from the purchase of the meters through the presented contract will be \$5,350 this year which has already funded in the wastewater fund. Budget year 2013-2014 will be impacted \$37,500 and budget year 2014-15 will be impacted \$32,150. This is a turn-key price with a removal fee built into the price.

The use of the meters will be based on rainfall events with 4 meter relocations per year. Mr. Daniel stated he wanted to begin utilizing the meters closest to the wastewater plant and work our way out. If more relocations are needed, Hach will charge an additional \$1,800 per relocation. Also by utilizing the flow meters, this process will help calibrate the model of hydraulic analysis. Then the model can check against actual flows. Mr. Daniel ended his presentation with his recommendation to move forward with the flow meters. Michael Carr motioned to approve the lease agreement for wastewater flow meters and allow the City Manager to negotiate and have signing rights to fund this project. Michael Hess seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM IV – E) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT BETWEEN SCHNEIDER ENGINEERING AND THE CITY OF FARMERSVILLE TO ACT AS A CONSULTANT TO NEGOTIATE ELECTRIC POWER CONTRACTS

Mayor Helmberger stated the negotiations for electric power are imperative to the City taking on the electric utility. Details of the electric utility will be presented at a Council meeting soon. Mr. White and Mr. Foy are presently at a conference through Texas Public Power Association. Russell Chandler motioned to approve the agreement between Schneider Engineer and the City of Farmersville to act as our consultant to negotiate electric power with Michael Carr seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM IV – F) CONSIDER, DISCUSS AND ACT UPON CALLING A PUBLIC HEARING ON AUGUST 27, 2013 TO CONSIDER AMENDING THE CITY'S LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLAN, AND IMPACT FEES

Mayor Helmberger informed the Council that the Capital Improvements Advisory Commission met discussing the impact fees and have made their recommendation. The next step is to hold a public hearing to allow the public to relay their comments on the amendments to the Impact Fees. John Klostermann motioned to call a public hearing on August 27, 2013 to consider amending the City's Land Use Assumptions, Capital Improvement Plan and Impact Fees. Michael Hesse seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM IV – G) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT WITH COLLIN COUNTY FOR JAIL SERVICES

Mayor Helmberger announced to the Council the agreement presented for Jail Services is an agreement performed with the Council every year for these services. With no further discussion, Russell Chandler motioned to approve the agreement as presented with Michael

Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM IV – H) CONSIDER, DISCUSS AND ACT UPON HEALTH INSURANCE AGREEMENTS WITH TML INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

Finance Director Daphne Hamlin presented the health insurance agreements to the Council. The agreements are standard documents that are presented to the Council annually. This year, the insurance has increased 17%. Michael Hesse motioned to approve the agreements as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM V) BUDGET WORKSHOP – DISCUSS PROPOSED FISCAL YEAR BUDGET 2013-2014

Finance Director Daphne Hamlin came before the City Council with updated information on the 2013-2014 Proposed Budget. The sales tax has been updated to show the City's projected sales tax revenue as \$348,718. Ms. Hamlin reviewed the General Fund Revenue Summary indicating the major budget differences from 2012-2013 budget to 2013-2014 proposed budget. The sales tax revenues have increased slightly along with licenses and permits increasing. The Court revenues are increased due to the projected increase from warrant collections. Transfers In is staying static since the Electric Fund is still undetermined. Fire Run payments have increased due to the lump sum payments as determined by Collin County Fire Association and approved by Collin County Commissioner's Court. This brings the total revenues reflecting an increase of 136,436.

Expenditures proposed have increased 236,896 which includes expense increases across the board, but also includes the hiring of another Police Officer, Warrant Officer and doubling the expenses in Property and Buildings. When calculating the revenues versus expenditures, the revised budget for 2012-2013 will net 10,075 positively whereas the proposed budget for 2013-2014 reflects a negative 90,385. Another note to be aware of is the salary allocation, particularly the Public Works Department which has 30% of salaries being used from the bond projects.

Items that have been requested for the 2013-2014 proposed budget include the Warrant Officer which includes salary and benefits, an additional Patrolman, a cost of living increase of 3%, health insurance increase of 17%, an additional Fireman and keeping in mind that there have not been any capital purchases budgeted.

Ms. Hamlin informed the Council of a Cost of Living Survey where she polled the area cities. Anna, Greenville, and McKinney are budgeting 3% cost of living, where Princeton is proposing a 2% cost of living and discussing merit increases. The City of Wylie has not discussed salary increases as of yet.

During the power point presentation, Ms. Hamlin displayed the Certificate of Obligation and Bond Requirement slide showing a total debt of \$430,647.51 for 2013-2014. The tax levy will pay 75% of the debt due while 25% will come from other sources. Ms. Hamlin proposed the Council consider keeping the same tax rate of \$.697500 which will net \$23,220 more than last year for Maintenance and Operations (M&O). A tax rate history shows Farmersville to be in the middle of other area cities. Ms. Hamlin did not discuss the Enterprise Funds as the main change will be with the Electric Fund which will become clear within the next month or so. Mayor Helmberger requested the Council to review the information and be ready for discussions at the next Council meeting.

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

No one requested items for future agendas.

ITEM VII) ADJOURNMENT

Council adjourned at 6:55pm.

APPROVED

Joseph E. Helmberger, P.E., Mayor

ATTEST

Eddie Sims, City Secretary

DRAFT



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: CONSENT AGENDA - Police Department Report



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

Farmersville Police Department Monthly Report July-13

Total Calls For Service: **455**

Tier 1 Crimes

Robbery: **0**
Assault: **2**
Theft: **10**
Burglary: **0**
Motor Vehicle Theft: **2**

Tier 2 Crimes

Forgery: **1**
Fraud: **2**
Criminal Mischief: **6**
Weapons: **0**
DWI: **1**
Public Intoxication: **0**
Disorderly Conduct: **1**
Drugs: **5**

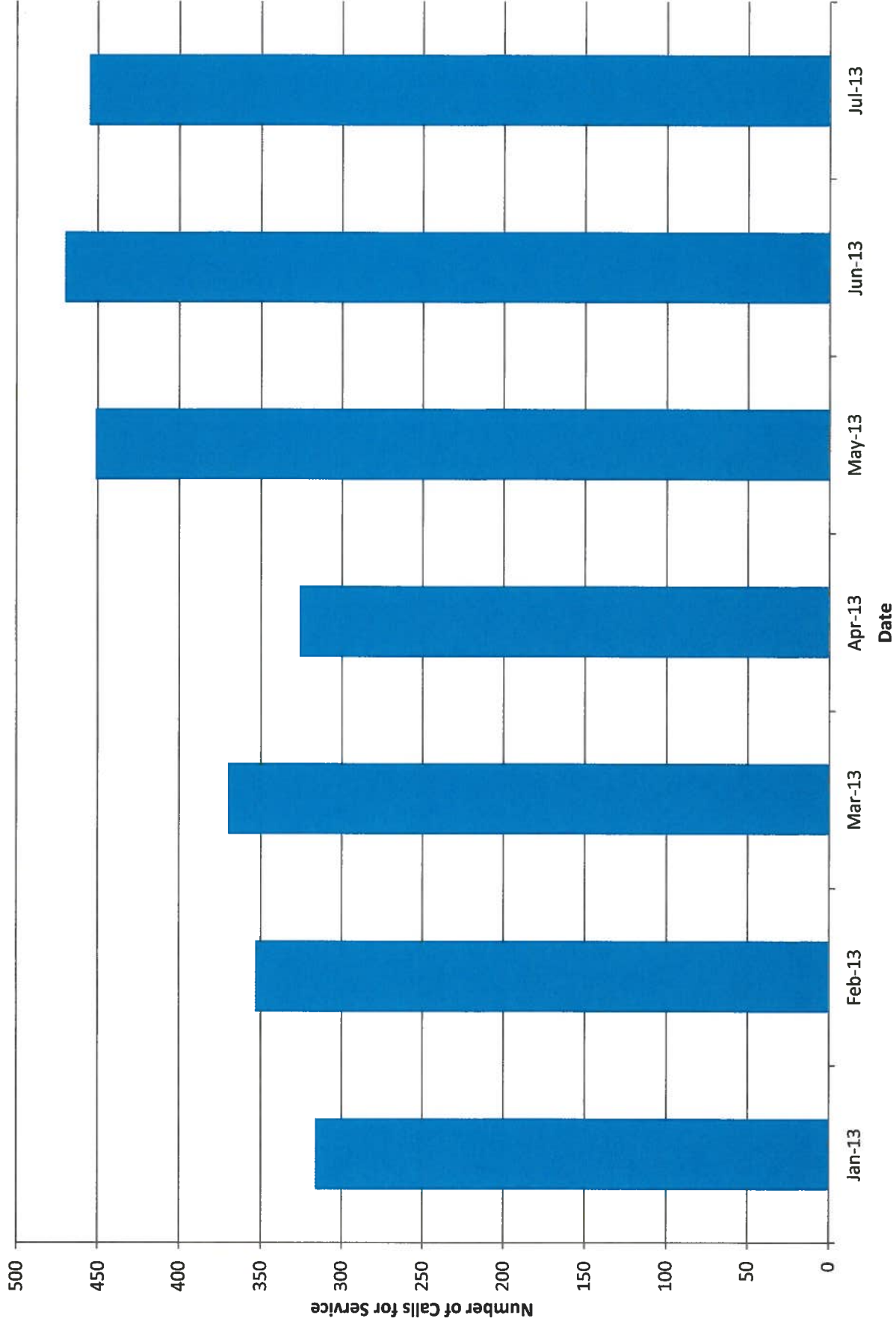
Miscellaneous

Traffic Stops: **218**
Citations: **84 (112 violations)**
Alarms: **6**
Major Accidents: **2**
Minor Accidents: **5**
Agency Assist: **13**

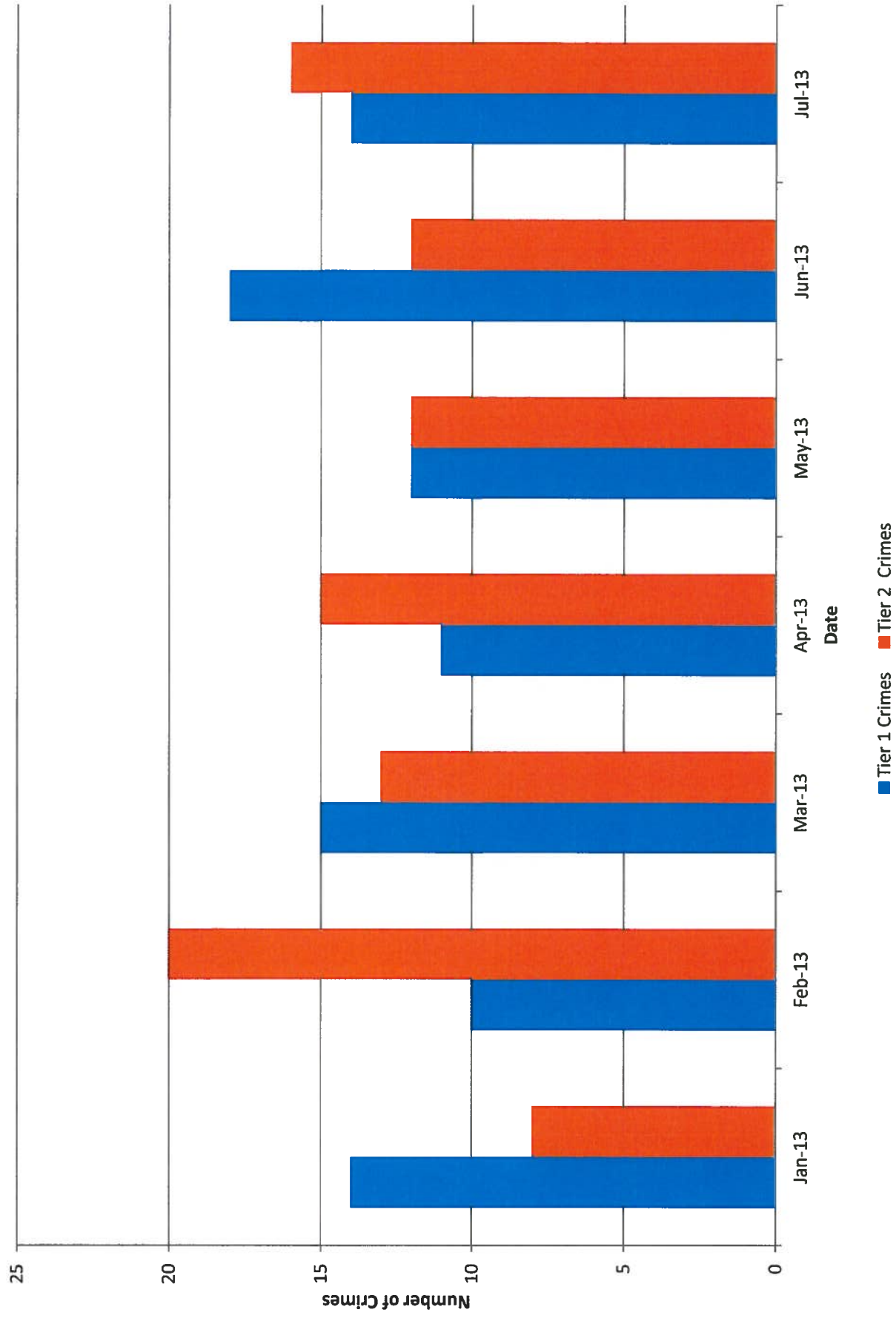
Cases filed with the District Attorney's Office:

Felony: **4**
Misdemeanor: **4**
Exceptionally Cleared: **0**

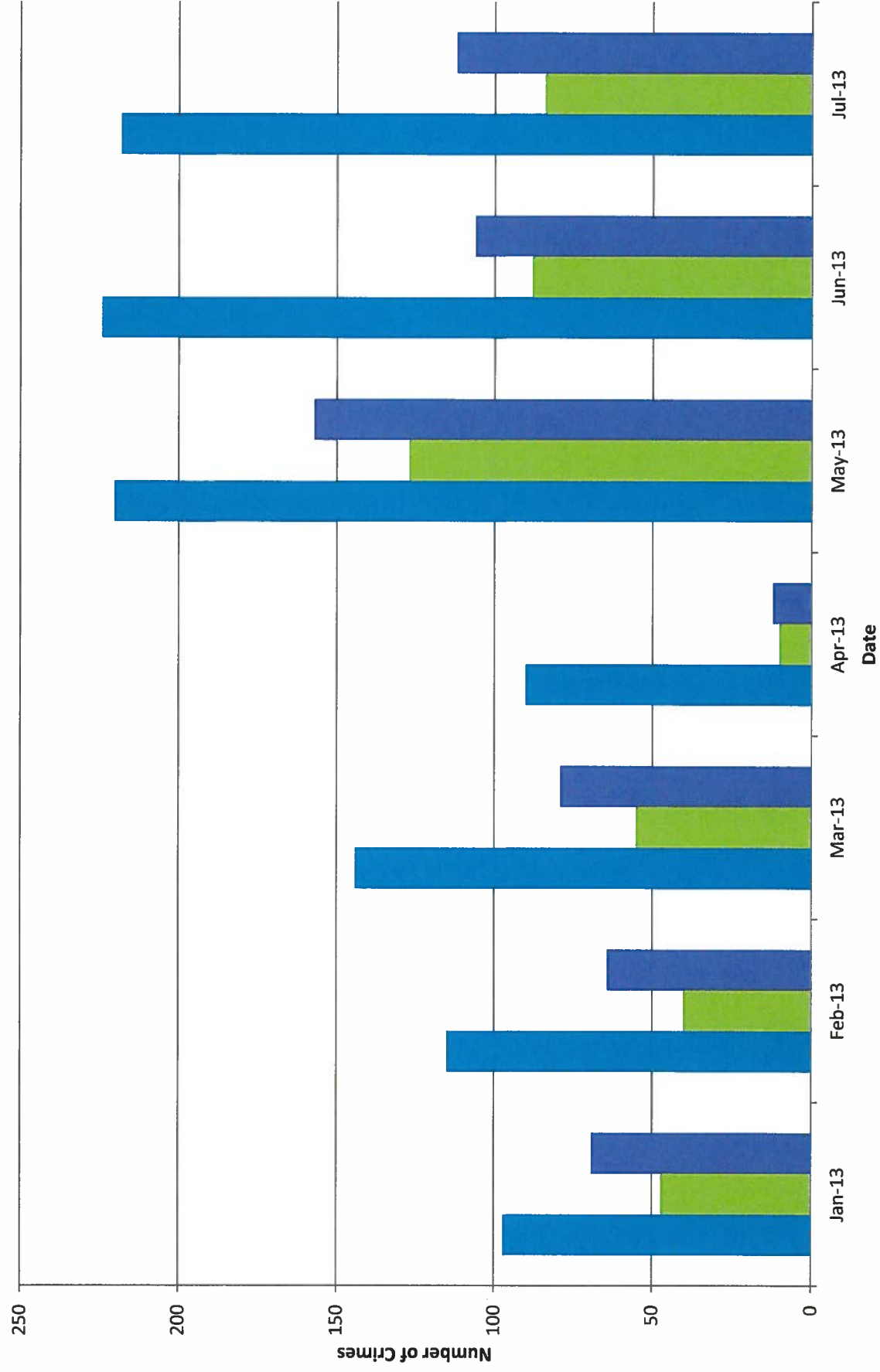
Police Department Calls for Service



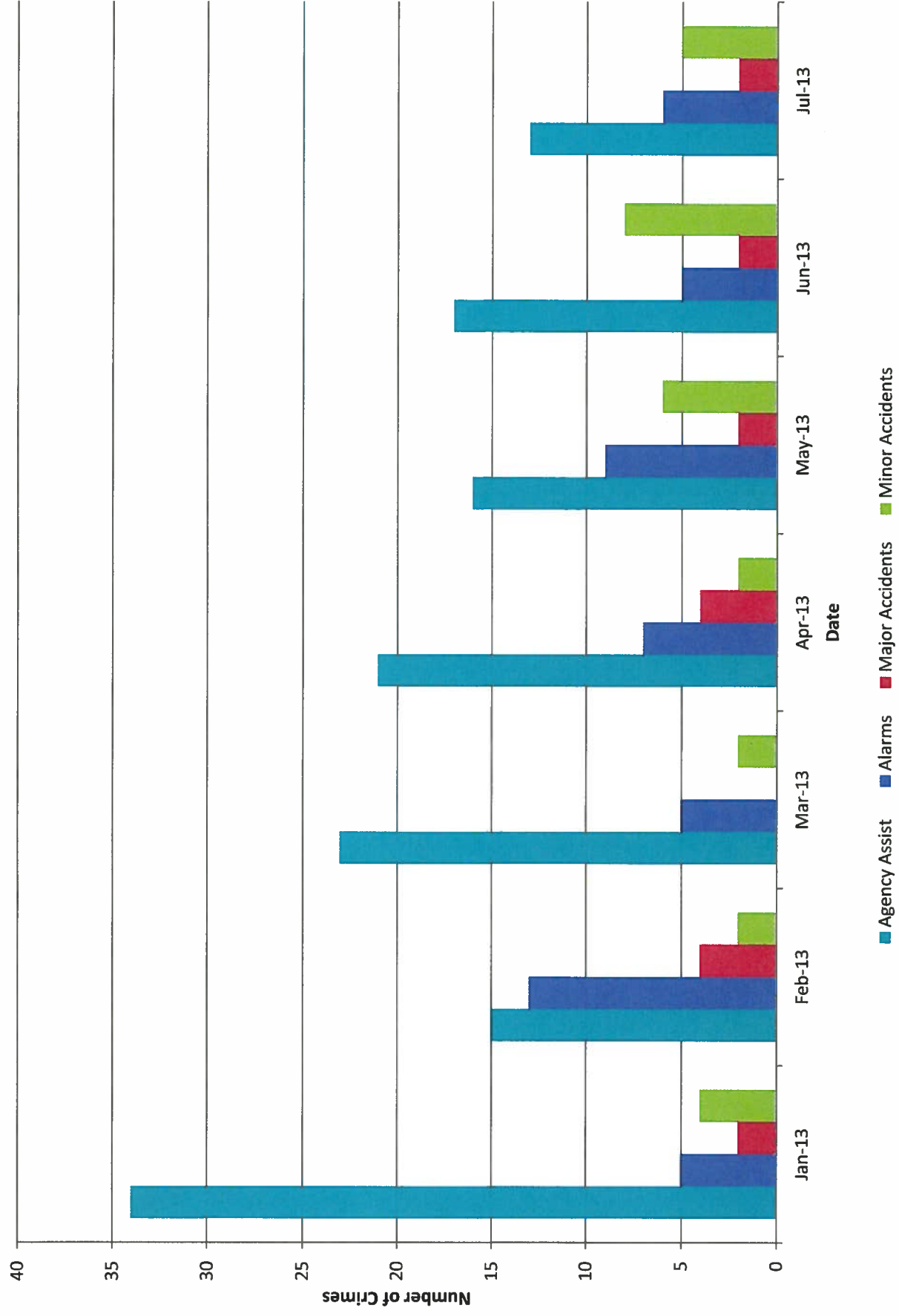
Uniform Crime Reporting



Traffic Enforcement



Police Activity





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: CONSENT AGENDA – Code Enforcement/Animal Control Report

Farmersville Police Department
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
07/01/2013	107 N. Hamilton	Grass-Recheck	X	X			X		07/01/2013	
07/01/2013	Givens Chapel	Grass-Recheck	X		X		X		07/01/2013	
07/01/2013	310 Summit	Grass-Recheck	X	X			X		07/01/2013	
	Craddock									
07/01/2013	Rolling Hills	Grass-Recheck	X		X		X		07/01/2013	
07/01/2013	417 Summit	Grass-Recheck	X	X			X		07/01/2013	
07/01/2013	Old Golf Course	Grass-Recheck	X		X		X			Final Notice Sent 7/26/2013
07/01/2013	207 Bois D'Arc	Grass-Recheck	X	X			X		07/01/2013	
07/01/2013	914 S. Main	Grass-Recheck	X		X		X		07/01/2013	
07/01/2013	1002 S. Main	Grass-Recheck	X		X		X		07/01/2013	
07/01/2013	501 S. Main	Grass-Recheck	X	X			X		07/01/2013	
07/01/2013	318 College	Debris-Recheck	X	X			X		07/01/2013	
07/01/2013	317 College	Grass-Recheck	X	X			X		07/01/2013	
07/01/2013	113 Buckskin	Grass-Recheck	X	X			X		07/01/2013	
07/01/2013	115 Buckskin	Grass-Recheck	X	X	X		X		07/01/2013	
	130 N.									
07/01/2013	Washington	Grass-Recheck	X	X			X		07/01/2013	
	124 N.									
07/01/2013	Hamilton	Grass-Recheck	X	X			X		07/01/2013	
07/01/2013	501 Maple	Yard	X	X			X		07/01/2013	Recheck
	Amy's Car									
07/01/2013	Wash	Grass-Recheck	X	X			X		07/01/2013	
07/01/2013	403 Murchison	Grass-Recheck	X	X			X		07/01/2013	
07/01/2013	209 Windom	Grass-Recheck	X	X			X		07/01/2013	
07/01/2013	108 Hale	Grass-Recheck	X	X	X		X		07/01/2013	

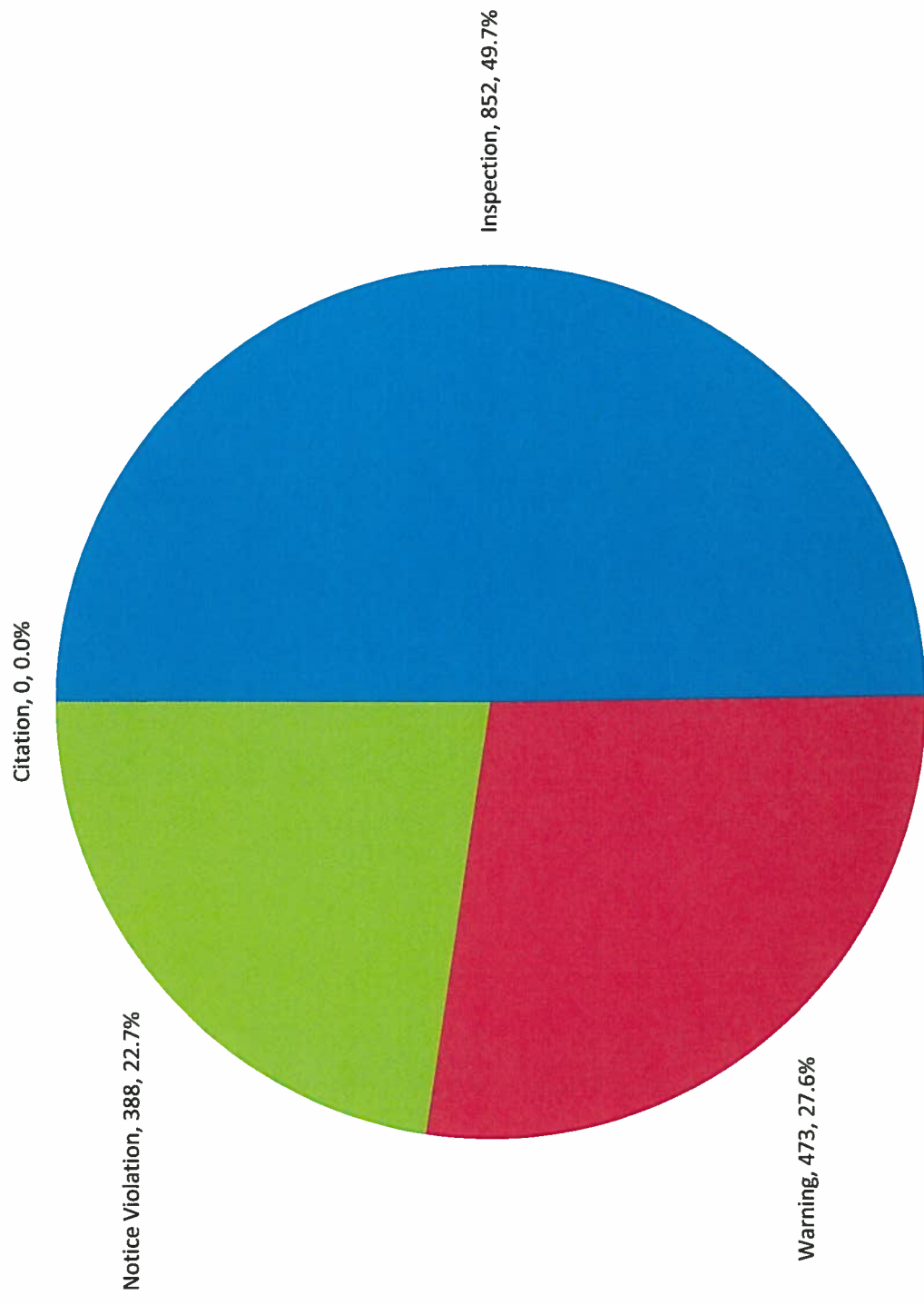
07/01/2013	418 N. Washington	Grass Fence Area	X	X	X							07/11/2013	Extended 7/1/2013
07/01/2013	122 Houston-Recheck	Grass Side Yard	X	X	X							07/17/2013	NOV 7/11/2013
07/01/2013	312 Austin-Recheck	Grass, Brush	X	X								07/01/2013	
07/01/2013	313 Johnson	Grass-Recheck	X	X								07/01/2013	
07/01/2013	404 Neathery-Recheck	Couch, Mattress	X	X	X							07/10/2013	Letter Sent 7/3/2013
07/01/2013	Goldstien-78	Grass Around Edge	X		X								Send Final Notice
07/01/2013	314 S. Washington	Grass-Recheck	X	X								07/01/2013	
07/01/2013	412 Haislip	Grass-Recheck	X		X							07/01/2013	
07/01/2013	Darden Haislip	Grass-Recheck	X		X							07/30/2013	Final Notice Sent 7/26/2013
07/01/2013	Celebration Station	Grass-Recheck	X		X							07/30/2013	Final Notice Sent 7/26/2013
07/01/2013	Hooper-Washington	Grass-Recheck	X		X							07/01/2013	
07/01/2013	McCaw-Washington	Grass-Recheck	X		X							07/01/2013	
07/01/2013	Hanks-Jouette	Grass-Recheck	X		X							07/01/2013	
07/02/2013	Texaoma Housing	Brush	X	X								07/10/2013	Call
07/02/2013	603 Maple	Numerous-Recheck	X		X								Final Notice Sent 8/5/2013
07/02/2013	311 Jouette	Debris-Recheck	X	X	X							08/07/2013	Final Notice Sent 7/26/2013
07/02/2013	515 Winfom	Grass-Shelter Area	X	X							X	07/09/2013	Letter Sent 7/3/2013
07/02/2013	705 N. Washington	Grass-Recheck	X	X	X							07/02/2013	
07/02/2013	148 S. Main	Eaves-Recheck	X		X								Final Notice Sent 8/5/2013

07/17/2013	Joker's Wild	Count Machines	X						X			07/17/2013	
07/17/2013	Paradise Isle	Count Machines	X						X			07/17/2013	
07/18/2013	213 Orange	Numerous-Recheck	X				X		X				Posted Final Notice
07/19/2013	212 Haughton	Grass	X				X		X			07/24/2013	Left Card
07/19/2013	412 Haughton	Grass	X				X		X			07/24/2013	Spoke w/Owner
07/19/2013	415 Haughton	Debris Back Yard	X				X				X	07/24/2013	Spoke w/Owner
07/19/2013	408 Gaddy	Grass	X				X		X			07/24/2013	Spoke w/Owner
07/19/2013	Ellis-Neathery	Grass	X					X	X			07/24/2013	Letter Sent 7/23/2013
07/19/2013	308 S.												
07/19/2013	Washington	Garage Sale	X						X			07/19/2013	Had Permit
07/19/2013	400 Haislip	Grass	X				X		X			07/30/2013	Spoke w/Owner
07/19/2013	300 S.	Grass, Appliance	X				X		X			07/29/2013	Left Card
07/19/2013	Hamilton												
07/19/2013	212 S.	Grass	X					X	X				Extended 8/7/2013
07/19/2013	Hamilton												
07/19/2013	1402 Pecan Creek	Grass	X				X		X			07/24/2013	Spoke w/Owner
07/19/2013	1408 Pecan Creek	Grass	X				X		X			07/24/2013	Spoke w/Owner
07/19/2013	1411 Pecan Creek	Grass	X				X		X			07/24/2013	Left Card
07/19/2013	1412 Pecan Creek	Grass	X				X		X			07/24/2013	Spoke w/Owner
07/19/2013	1425 Pecan Creek	Grass	X				X		X			07/24/2013	Left Card
07/19/2013	511 McKinney	Grass	X					X	X			08/07/2013	07/24/2013
07/22/2013	209 Murchison	Grass	X					X	X			08/07/2013	Letter Sent 7/23/2013
07/22/2013	203 Murchison	Grass	X				X		X			07/24/2013	Spoke w/Owner
07/22/2013	McCloud's	Grass	X				X		X			07/23/2013	Spoke w/Owner
07/22/2013	315 Summit	Grass	X				X		X			07/30/2013	Spoke w/Owner
07/23/2013	PR 100 #27	Appliances	X				X		X				NOV 8/7/2013
07/23/2013	PR 100 #22	Appliance	X				X		X			08/07/2013	NOV 7/30/2013

07/23/2013	PR 100 #18	Appliances	X	X								07/30/2013	Spoke w/Owner
07/23/2013	PR 100 #12	Grass	X	X								07/30/2013	Left Card
07/23/2013	PR 100 #10	Grass	X	X								07/30/2013	Spoke w/Owner
07/24/2013	Clinic/Funeral Home	Selling Shampoo										07/24/2013	Unable to Locate
07/24/2013	202 S. Rike	Tree Limbs, Grass	X	X				X					Grass Ok, Extended Brush 8/2/2013
07/24/2013	Mounger-Wilcoxson	Grass	X					X				07/24/2013	
07/24/2013	126 N. Main	Brush	X					X					Extended 7/24/2013
07/24/2013	214 S. Main	Grass	X	X									Extended 8/7/2013
07/24/2013	216 E. Santa Fe	Grass	X	X								07/08/2013	Spoke w/Owner
07/24/2013	210 E. Santa Fe	Grass	X	X								07/30/2013	Left Card
07/24/2013	204 Beech	Grass	X	X								08/07/2013	Spoke w/Owner
07/24/2013	213 Farr Hill	Grass	X	X								08/07/2013	Spoke w/Owner
07/24/2013	Craddock-Rolling Hills	Grass	X					X				08/07/2013	Letter Sent 7/26/2013
07/24/2013	314 Rolling Hills	Grass	X					X				08/07/2013	Letter Sent 7/26/2013
07/24/2013	Boy Scout Hut	Grass	X	X								07/30/2013	Letter Sent 7/26/2013
07/24/2013	214 Orange	Grass	X	X								07/30/2013	Left Card
07/24/2013	105 Johnson	Grass	X									08/07/2013	Letter
07/24/2013	Hooper N. Washington	Grass	X									08/02/2013	Letter Sent 7/26/2013
07/31/2013	217 Jouette	Grass	X	X								08/07/2013	Spoke w/Owner
07/31/2013	507 Meadowview	Grass	X	X									Spoke w/Owner
07/31/2013	Toumbs-Maple	Tree Down	X										Letter Sent 8/5/2013
07/31/2013	106 A Beech	Grass	X					X					Letter Sent 8/5/2013
07/31/2013	106B Beech	Grass	X					X					Letter Sent 8/5/2013
07/31/2013	1008 S. Main	Sheds	X					X				07/31/2013	

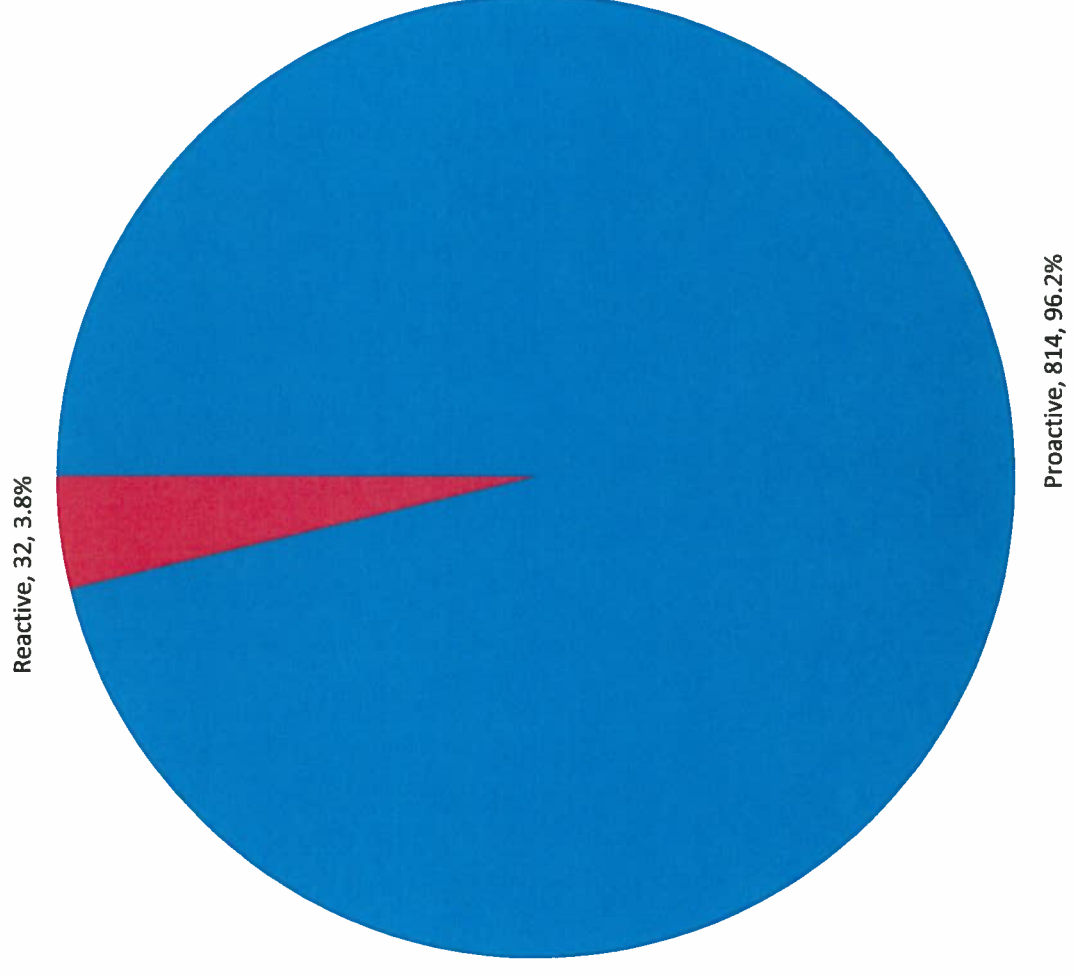
Code Enforcement Activity Results

City of Farmersville Police Department

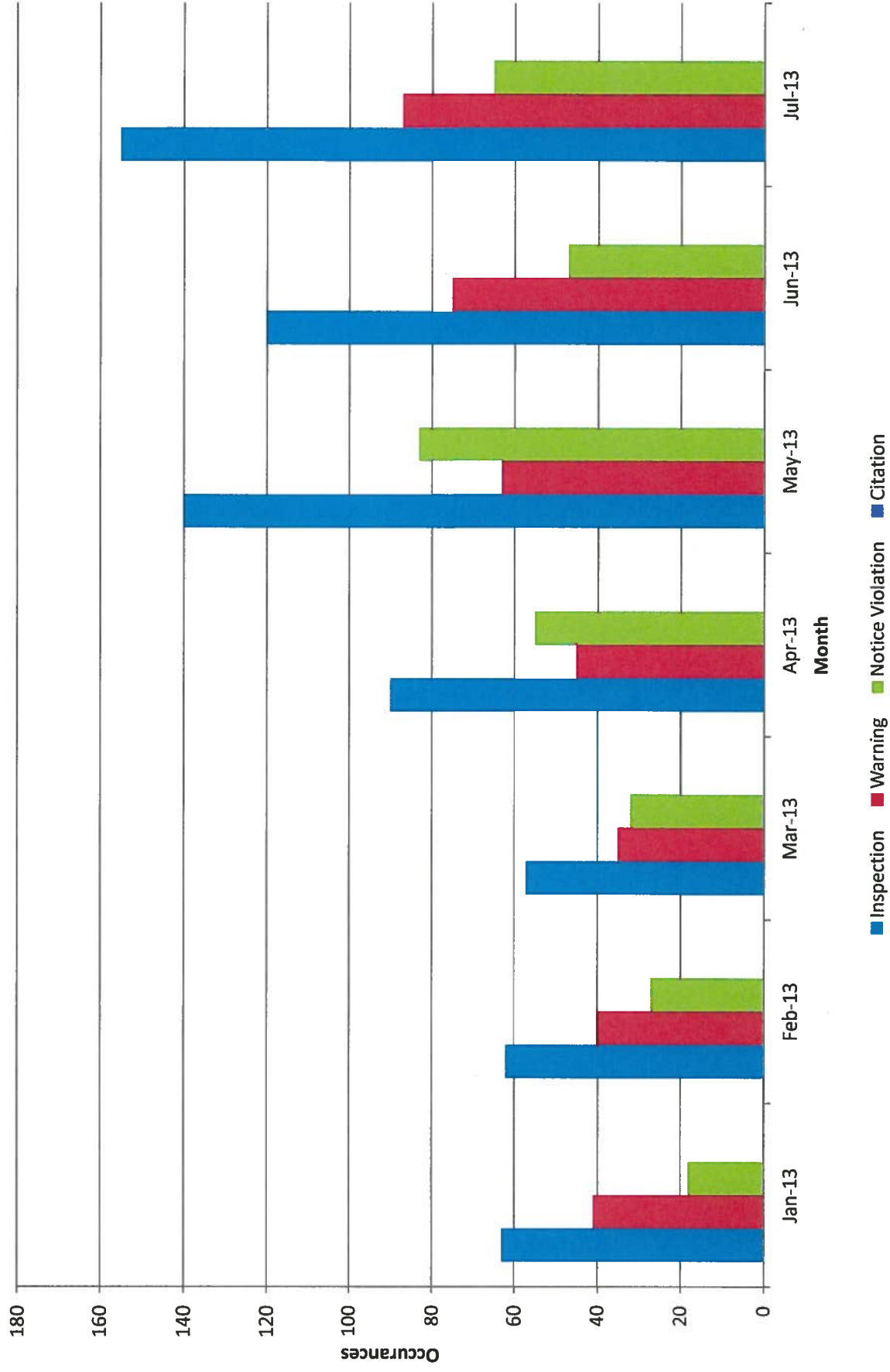


Code Enforcement Activity Results

City of Farmersville Police Department



Code Enforcement Activity Results City of Farmersville Police Department



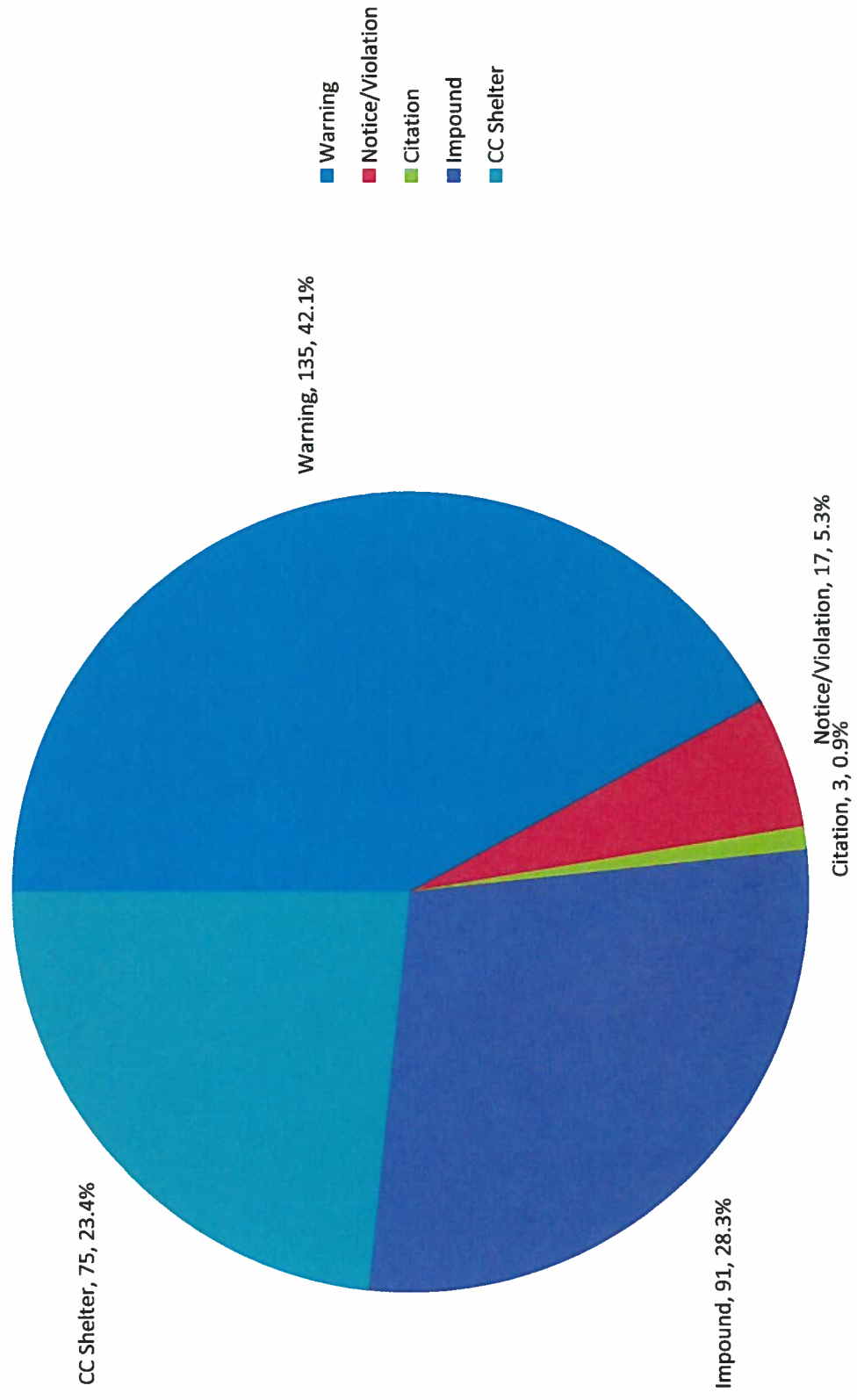
**FARMERSVILLE POLICE DEPARTMENT
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT**

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/ VIOL	CITATION	IMPOUND	CC SHELTER	CFS#
07/01/2013	Improper Tether	207 Neathery	Spoke w/Owner	X					
07/02/2013	Stray Dog	808 S. Main	Belonged to Person						
07/02/2013	Loose Dog	311 N. Main	Lost Track of Them						
07/03/2013	Vicious Dog	CR 617	Returned to Owner	X					
07/03/2013	Loose Dogs	309 N. Rike	Left Card	X					
07/05/2013	Loose Dog	231 McKinney	Unable to Locate						
07/08/2013	Pick Up Puppies	Pound	CCAS (2)					X	
07/09/2013	Loose Dog	Intermediate School	Unable to Locate						
07/09/2013	Stray Puppy	Hwy 78	Pound				X	X	
07/10/2013	1017 S. Main	Loose Dog	Left Card	X					
07/10/2013	1009 S. Main	Loose Dog	Spoke w/Owner	X					
07/10/2013	Pick Up Puppy	Pound	CCAS					X	
07/10/2013	Pick Up Dogs	408 S. Washington	CCAS					X	
07/10/2013	Drop Off Cage	408 S. Washington							
07/10/2013	Loose Cow	Hwy 380	Returned to Owner	X					
07/11/2013	Loose Dog	Haislip					X		
07/11/2013	Release Dog	Pound	To Owner	X					
07/12/2013	Stray Dog	206 S. Rike	CCAS					X	
07/12/2013	Owner Release	119 N. Main	CCAS					X	
07/12/2013	Hurt Dog	Gaddy	Unable to Locate						
07/13/2013	Unrestrained Dog	400 Haislip	CFS 13062150						
07/15/2013	Sick Dog	Hill/Farr Hill	CCAS					X	
07/15/2013	Loose Dog	310 Haislip	Issue Citation			X			13062150
07/16/2013	Loose Dog	PR 100 #12	Returned to Owner	X					
07/16/2013	Loose Dog	PR 100 #23	Returned to Owner	X					
07/16/2013	Loose Dog	PR 100 #27	Went under House						
07/16/2013	Loose Dog	PR 100 #12	Citation		X				AC00003-1
07/16/2013	Stray Cat	Post Office	Pound				X		
07/17/2013	Loose Dogs	610 N. Washington	Returned to Owner	X					
07/17/2013	Loose Dog	PR 100	Unable to Locate						

07/18/2013	Snapping Dog	PR 100#40	Complaint							
07/18/2013	Snapping Dog	PR 100 #23	Spoke w/Owner	X						
07/19/2013	Barking Dogs	408 Hwy 78	Spoke w/Owner	X						
07/19/2013	Loose Dogs	Hwy 78	Returned to Owner	X						
07/19/2013	Loose Dog	310 Haislip	Returned to Owner	X						
07/22/2013	Stray Kittens	401 Murchison	CCAS 3						X	
07/22/2013	Loose Dog	217 Jouette	Left Area							
07/22/2013	Return Tub	401 Murchison								
07/22/2013	Loose Dogs	1319 Red Oak	NOV		X					AC00004-1
07/23/2013	Stray Dog	Vet Clinic	CCAS						X	
07/24/2013	Hurt Dogs	515 Jackson	Spoke w/Owner							No Hurt Do
07/24/2013	Loose Dogs	Raymond	Returned to Owner	X						
07/24/2013	Stray Cat	Hilltop Apt	Pound					X		
07/26/2013	Stray Dog	309 Clairmont	CCAS						X	
07/26/2013	Stray Dog	314 Houston	Pound					X		
07/27/2013	Loose Dog	Hwy 78	Pound					X		
07/28/2013	Loose Dog	Quick Check	Pound					X		
07/29/2013	Stray Dog	Park	CCAS						X	
07/29/2013	Pick Up Dogs	Pound	CCAS (3)						X	
07/29/2013	Stray Dog	713 N. Washington	Pound					X		
07/30/2013	Loose Dog	Sid Nelson	Secured Dog							
07/30/2013	Pick Up Dog	Pound	CCAS						X	
07/31/2013	Stray Dog	Sherry	CCAS						X	

Animal Control Activity Results

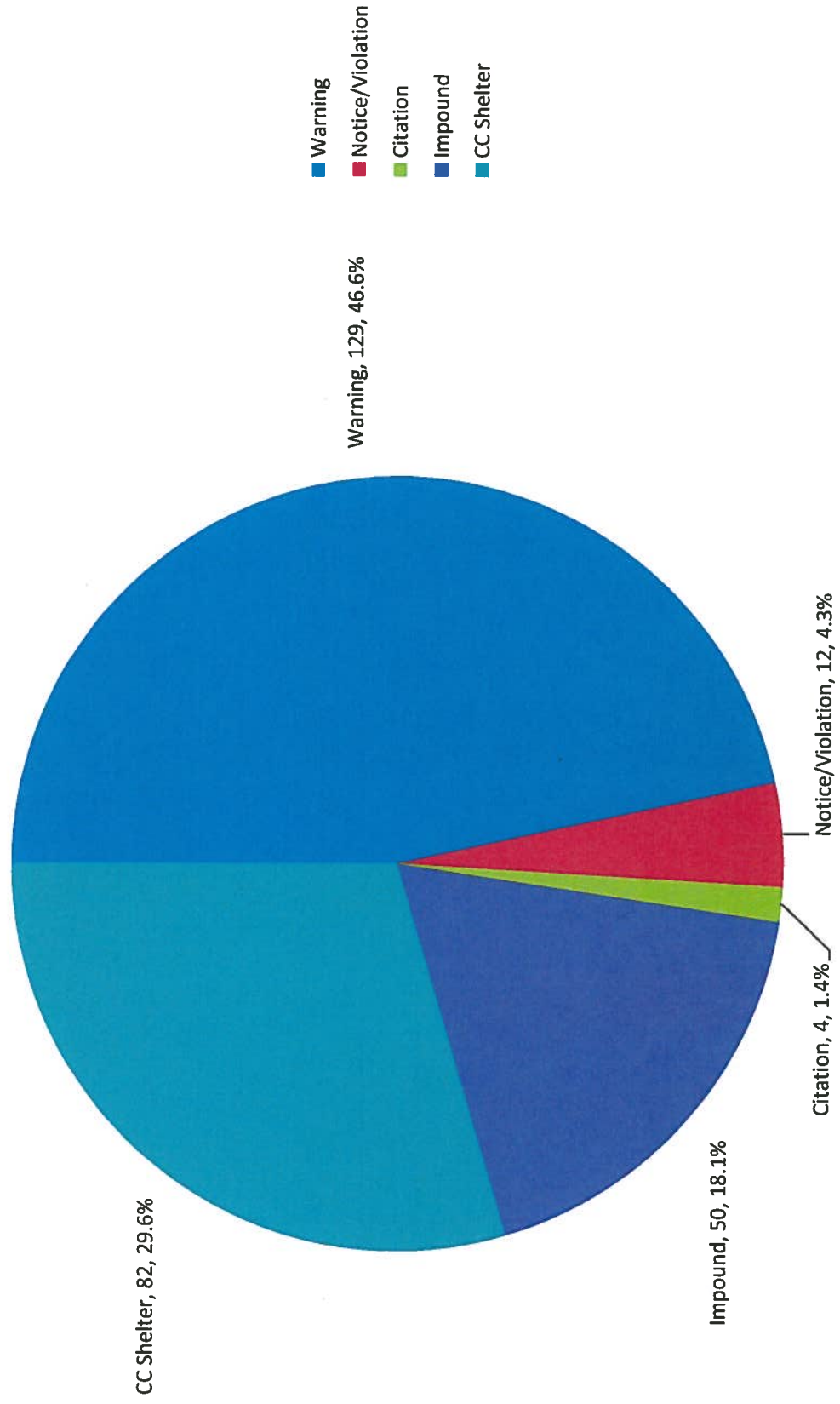
Farmersville Police Department
Cumulative, Calendar Year 2012



Animal Control Activity Results

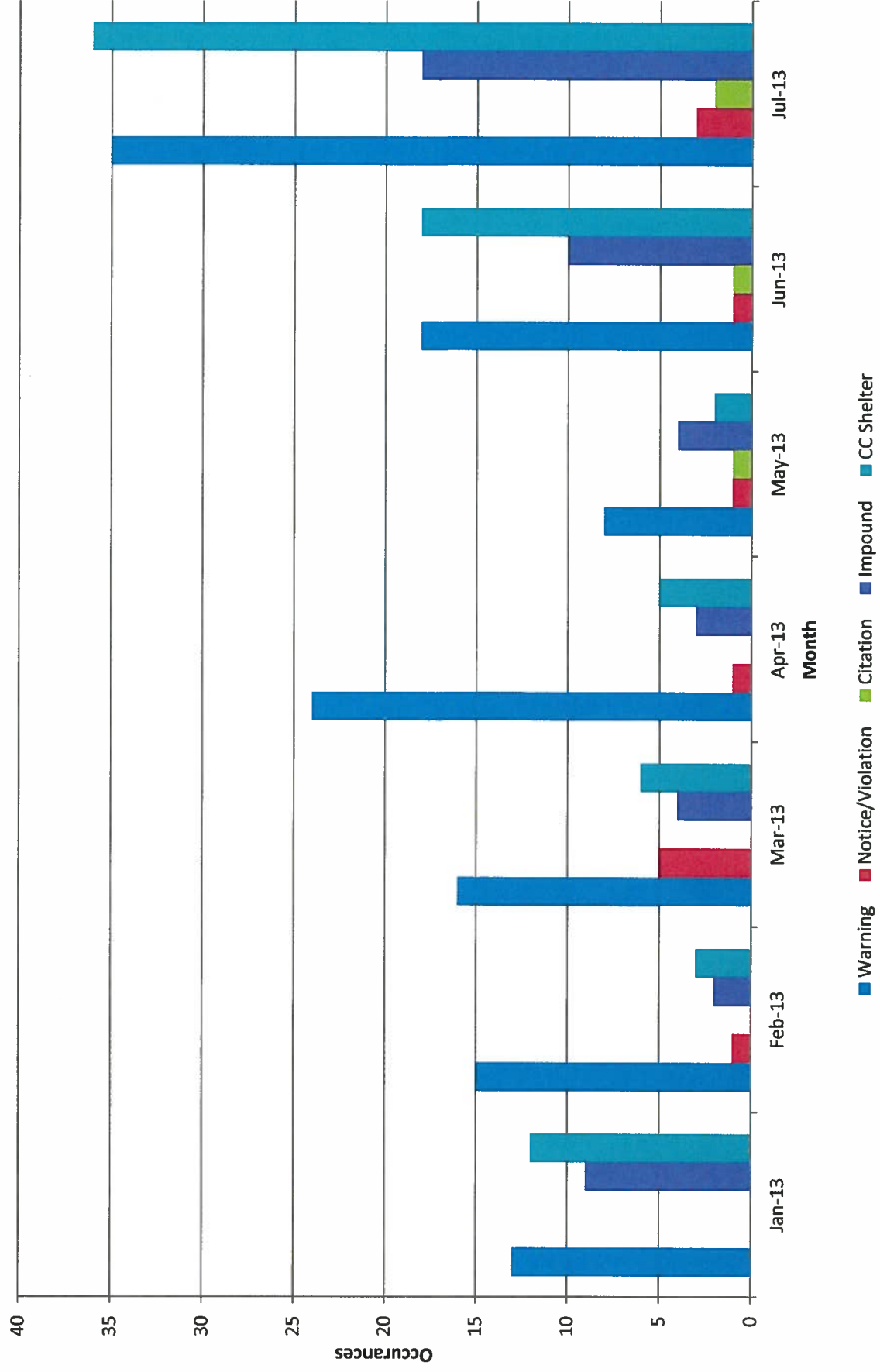
Farmersville Police Department

Cumulative, Calendar Year 2013



Animal Control Activity Results

Farmersville Police Department





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: CONSENT AGENDA – School Resource Officer Report

- School is out for the summer. There is not an SRO Report until school starts.



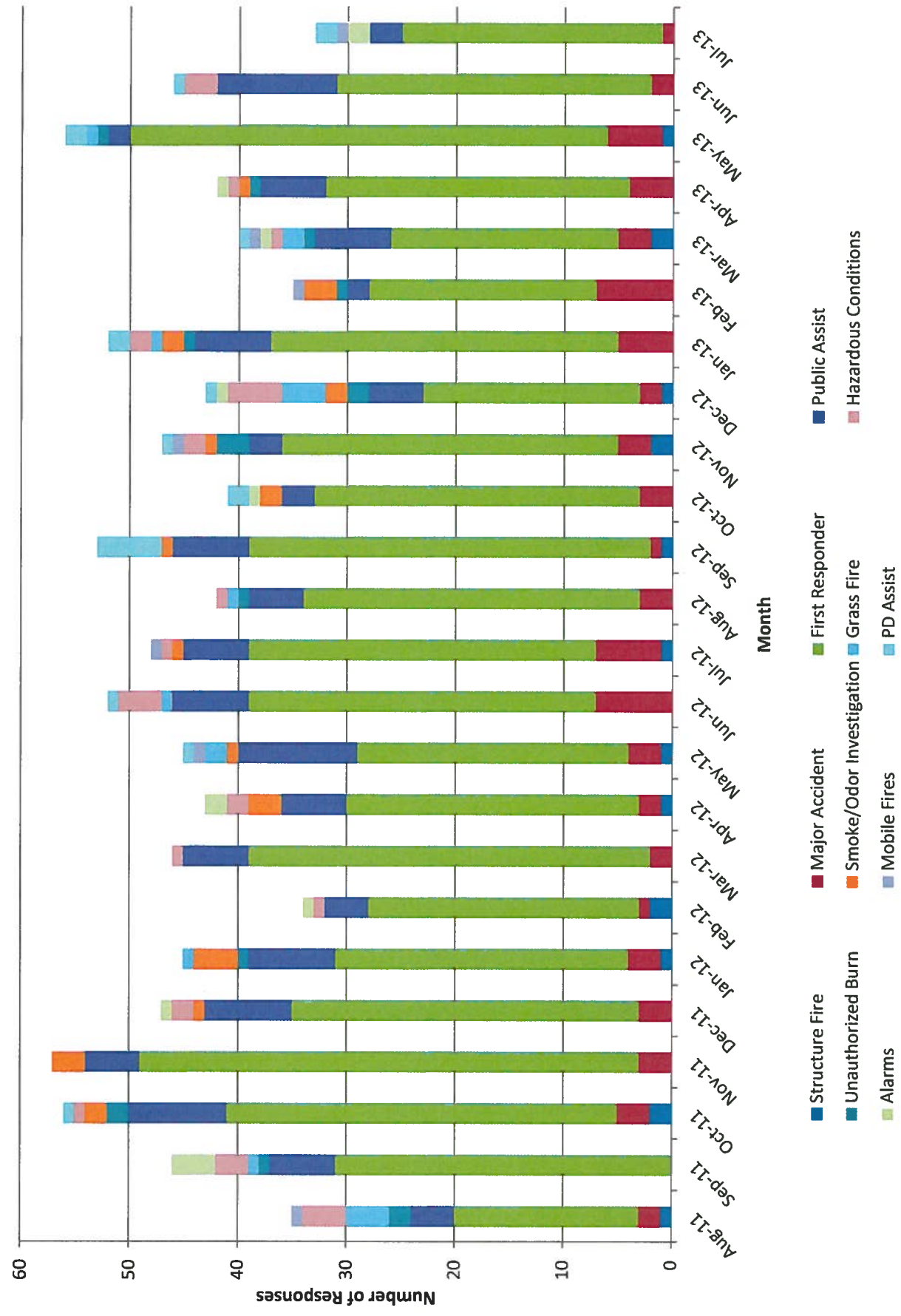
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: CONSENT AGENDA – Fire Department Report

FARMERSVILLE FIRE DEPARTMENT
CITY COUNCIL REPORT
JULY, 2013

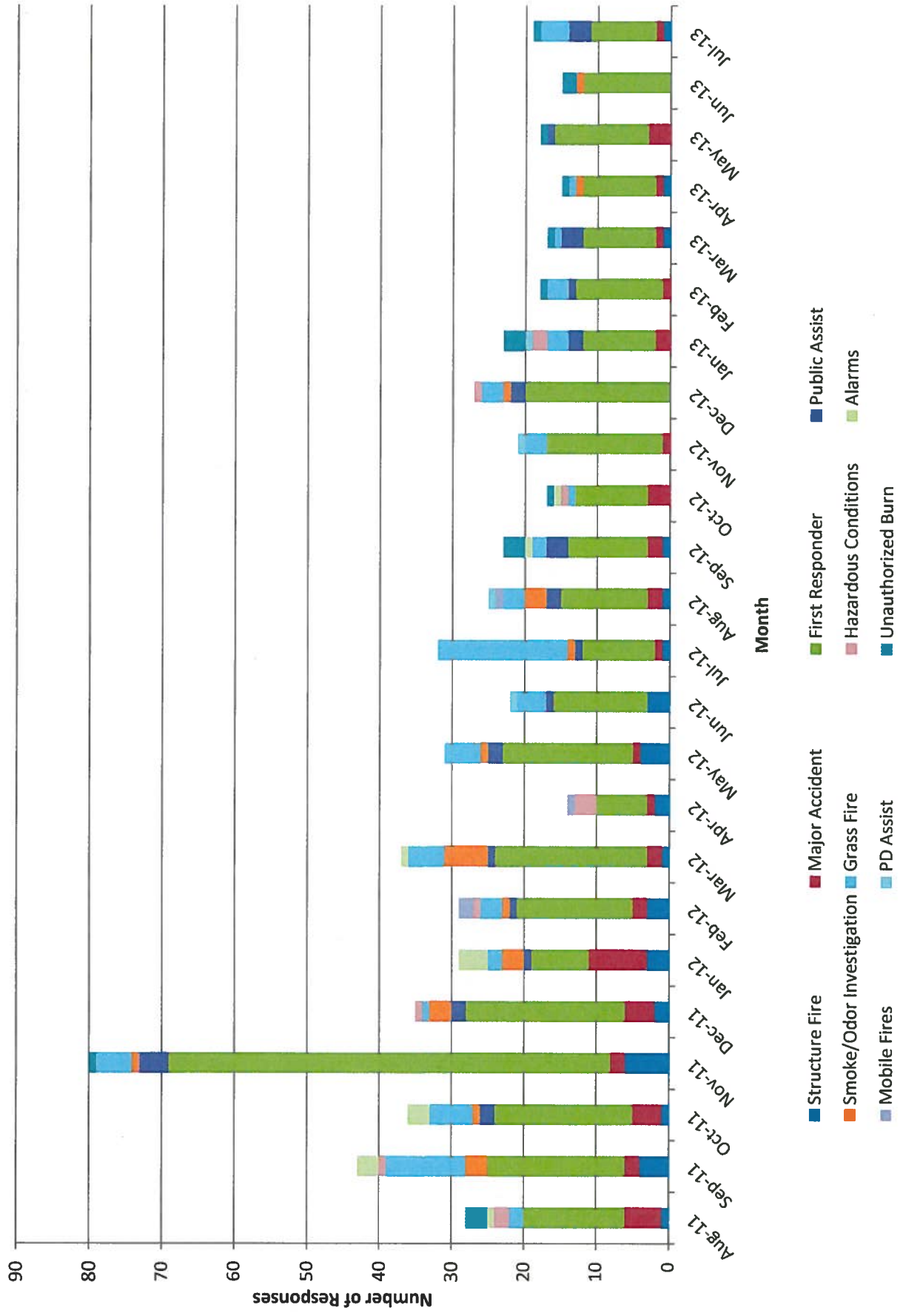
1. The department has begun receiving firefighting gear that is being purchased through a Texas Forestry Grant not to exceed \$9,600.00. This is a 90/10 grant and our part will be purchased through budgeted amounts for clothing.
2. We had one member attend Fox 4 Storm Spotter Training Course hosted by Collin County Homeland Security. He will then be training other members of the department as well.
3. Our annual "Sparks of Freedom" was a huge success again this year and plans are underway for next years. Southlake Park is becoming very well known not just by our community but the surrounding areas as well.
4. We had a grass fire that attracted new media. The fire itself was only about 5 acres but was in a bottom area that along with dry conditions and wind made it extremely difficult to control and it was threatening the Kalachatra Temple as well as other residences. It took 5 departments to bring it under control but there was no damage to property or injuries.

KIM R. MORRIS
Farmersville Fire Chief

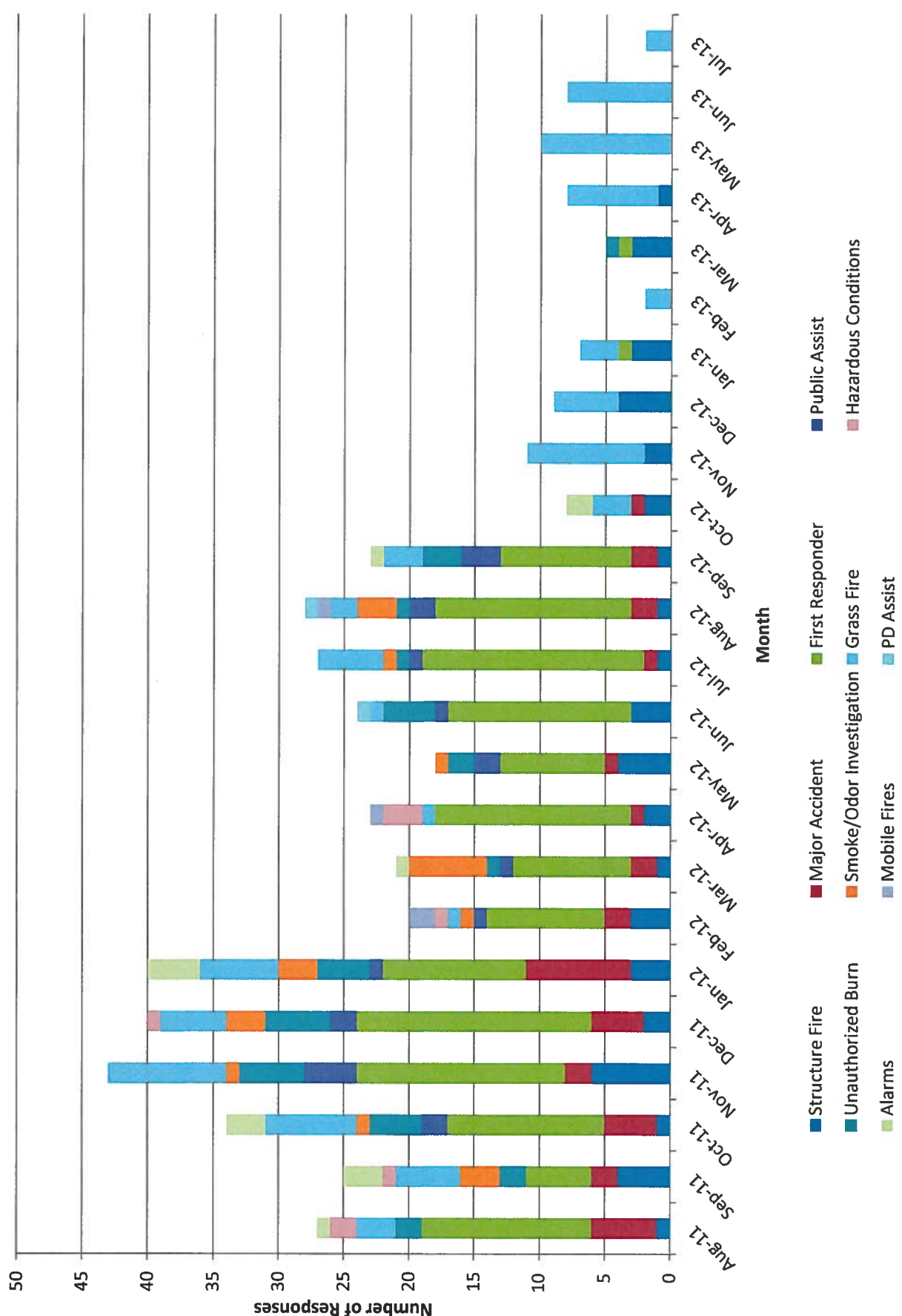
Farmersville Fire Department City Responses



Farmersville Fire Department County Responses



FARMERSVILLE FIRE DEPARTMENT MUTUAL AID RESPONSES





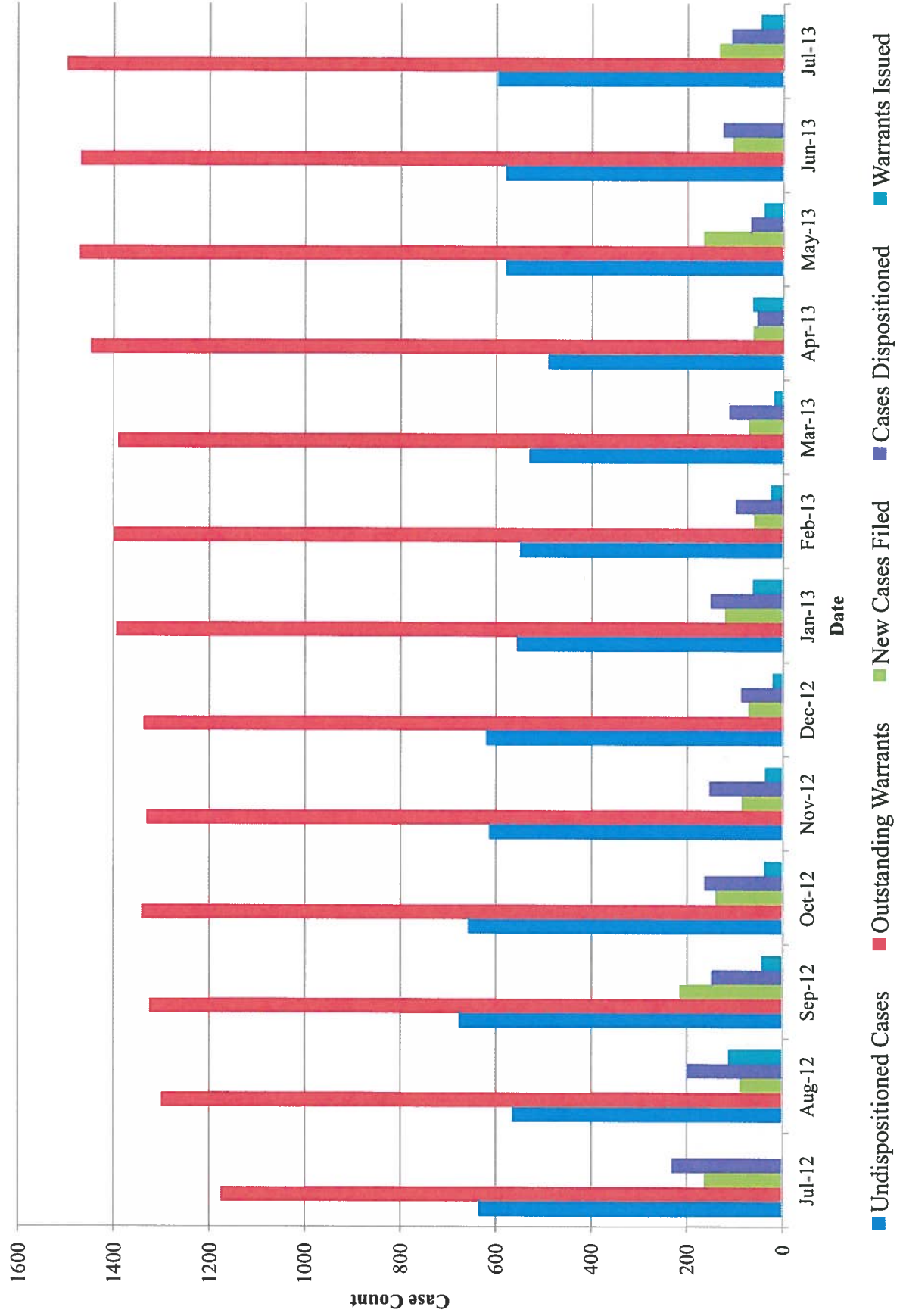
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: CONSENT AGENDA – Municipal Court Report

FARMERSVILLE MUNICIPAL COURT

MONTHLY REPORT JULY 2013

Cases Filed	134
Class C Complaints Received	0
Dispositions Prior to Trial	38
Pre-Trial Hearings Held	17
Non-Jury Trials Held	1
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	3
After Deferred Disposition	10
After Proof of Financial Responsibility	7
Compliance Dismissal	4
Dismissed at Trial (By Prosecutor)	3
FTA's Issued	2
Warrants Issued	47
Total Outstanding Warrants	1499
Total Due from Outstanding Warrants	\$469,782.28
Warrants Cleared by Court	7
Number of Disposed Cases	108
Total Revenue	\$17,180.50
Total Kept by City	\$10,329.44
Total Remitted to State	\$6,851.06

Municipal Court Case and Warrant Rate



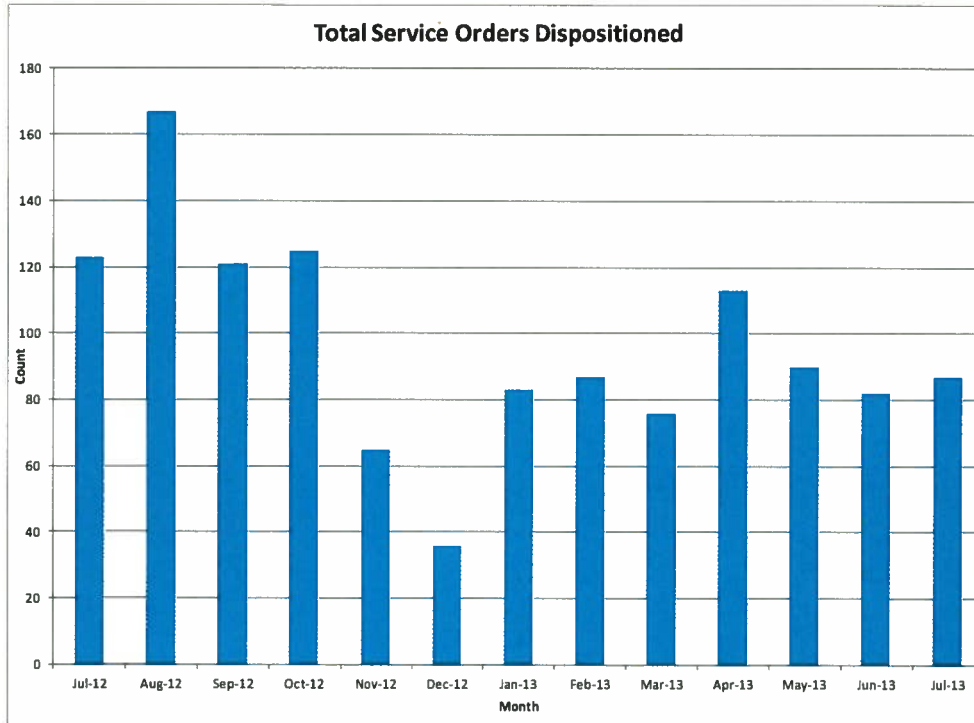


TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: CONSENT AGENDA – Public Works Report



Public Works Monthly Report

Service Order Status



Service Order Group	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13
Utility Billing	21	22	18	25	20	17	12	30	15	24	27	12	29
Street System	5	17	7	7	3	1	5	2	2	7	1	3	3
Water System	29	32	17	13	8	2	14	12	24	39	36	32	28
Waste Water System	3	5	3	3	5	2	10	4	7	4	1	6	1
Storm Water System	0	1	3	3	0	2	0	4	1	4	4	1	0
Property and Buildings	41	42	43	42	12	4	16	10	10	2	4	5	0
Electrical System	0	0	0	0	0	0	0	0	0	0	0	0	0
Refuse System	15	32	23	18	9	6	22	18	15	28	9	16	16
Projects	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Works	0	3	1	0	0	0	1	0	0	0	0	1	0
Miscellaneous	9	13	6	14	8	2	3	7	2	5	8	6	10
Total	123	167	121	125	65	36	83	87	76	113	90	82	87

Note:

1. Number of outstanding service orders, 22 days or older (backlog): 12
2. Number of elevated service orders: 4 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

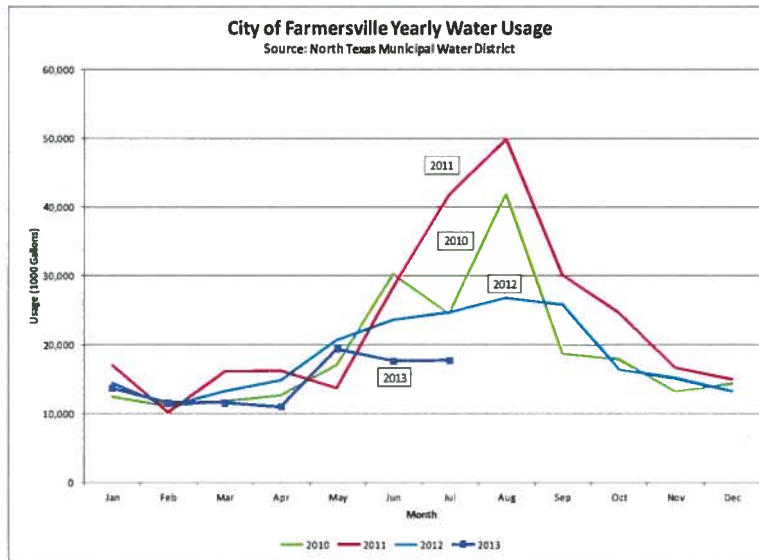
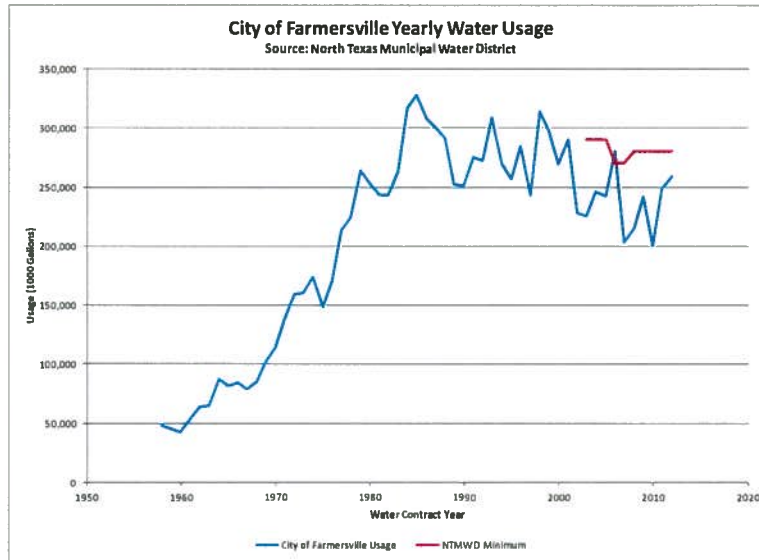
Street System

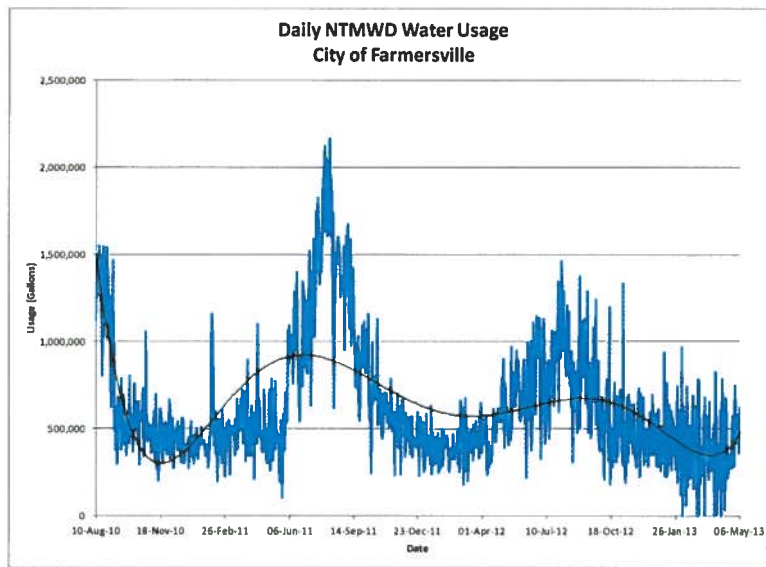
1. Project Backlog
 - a. Maintenance resurfacing and panel replacement.
 - i. Summit at Rike Street.
 - ii. West Santa Fe.
 - iii. Rike at East Santa Fe.
 - b. Safe Routes to School. See project status below.
 - c. Install remainder of school zone signs.
 - d. GO Bond related engineering. See project status below.
 - e. US 380 Highway Project status.
 - i. 1st Railroad Bridge, Passing Track: Apr 2013 thru Nov 2013. Beam fabrication Sep 2013.
 - ii. 2nd Railroad Bridge, Main Track: Dec 2013 thru Jun 2014
 - iii. 380 Roadway, East Bound: July 2013 thru Apr 2014, paving scheduled to begin 3rd week in July. South bound Hamilton Street currently scheduled to reopen in August 2013.
 - iv. 380 Roadway, West Bound: Apr 2014 thru Aug 2014
 - v. Main Street Bridge Construction: Jul 2013 thru Sep 2013. Completely closed during construction. Use alternative paths: Orange, Rike, Hamilton, Mimosa, Beene etc.
 - vi. Main Street Roadway: Oct 2013 thru Nov 2013
 - vii. Hill Street Crossing: Complete Sep 2014
 - viii. Walnut Street Crossing: Complete Sep 2014
 - ix. Main/Summit Street Crossing: Complete Aug 2014

Water System

1. Project backlog
 - a. Waterline extension for Caddo Park.
 - b. Investigate interconnections with customers along Hanna Drive to see that they are properly metered.
 - c. Transfer NTMWD customers to CoF along Hwy 380.
 - d. GO Bond related engineering. See project status below.
 - e. Install flush valve (fire hydrant) at east water tower. (Complete)
2. Meter Report (1386 + 6):
 - a. Residential Meters (1151 + 4)
 - b. Commercial Meters (180 + 2)
 - c. Industrial Meters (30,+0)
 - d. Public Meters (19, +0)
 - e. Wholesale Meters (6, +0)
3. Consumption Report (Calendar Year Start 21 Dec 2012, Month 24 June 2013 thru 22 July 2013, 28 days)
 - a. Inflow (NTMWD), Calendar Year to Date: 106,559,000
 - b. Inflow (NTMWD), Month: 16,891,000
 - c. Usage, Calendar Year to Date 93,547,950 gallons

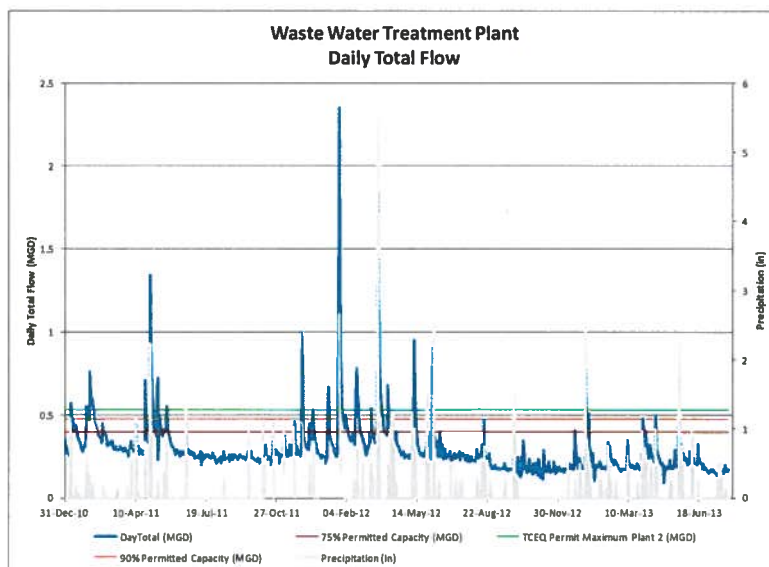
- d. Usage, Month: 16,060,020 gallons
 - e. Usage, Average Daily Water Usage for the Month: 518,065 gallons
 - f. Calendar Year Water Loss Percentage (to date): 12.21%
4. Stage 3 water restrictions are in place.





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.
2. Installing new sewer line down Sycamore Street to resolve sewer gas problems at Windom Street. (Complete)
3. Worked on Lakehaven MUD agreement changes to accommodate Lakehaven capital investors. Document is ready to sign.
4. Flo-Dar waste water flow meters ready for installation. Data Delivery Service is set up. Coordinating with Hach Company for first installation.



Storm Water System

1. Project backlog:
 - a. Drainage issues behind Hurst Antiques.
 - b. Drainage issues behind May Furniture building.
 - c. Storm water line down Clairmont in need of upgrades.

Property and Buildings

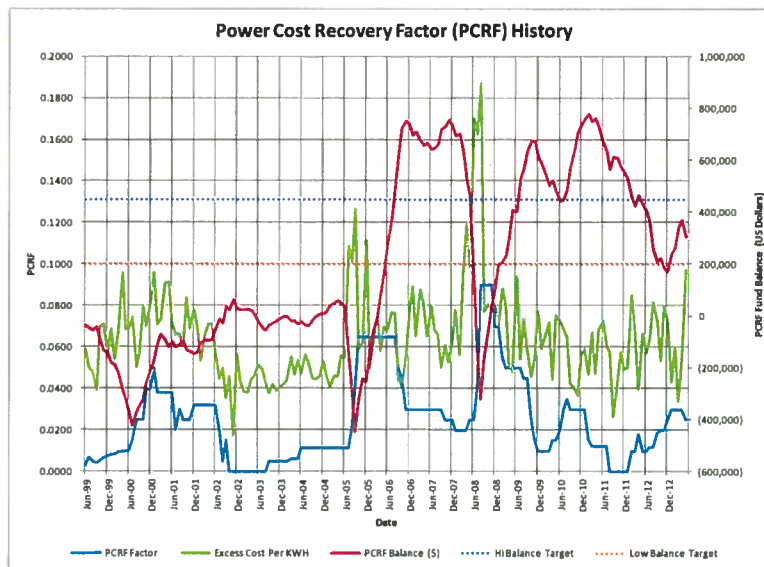
1. Project backlog:
 - a. City Hall
 - i. Additional window tinting.
 - d. JW Spain
 - i. Parking lot culvert replacement.
 - ii. Restroom and concession stand door replacement/upgrade.
 - e. Public Safety Building
 - i. Plaque on order. (Complete)
 - f. Chaparral Trail
 - i. See project status below.
 - g. Rodeo Arena.
 - i. No new activity.
 - h. Public Works maintenance barn. (Integrated plan with Electric System plan)
 - i. Reconfigure and update indoor space.
 - a. Bathroom
 - b. Locker space
 - c. Shower
 - d. Kitchenette/lunchroom
 - e. Office space
 - ii. Shelving
 - iii. Lean-to covered area for parts.
 - i. Rambler Park.
 - i. Restroom project. (Underway)
 - a. Move gazebo closer to splash pad.
 - b. Sidewalk connector to the gazebo.
 - c. Restroom facilities.
 - d. Replace Rambler's Park sign.
 - e. Replace Splash Zone sign.
 - f. New placards indicating park time for watering restriction levels.
 - j. North Lake
 - i. Police shooting range.
 - k. 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
- l. Civic Center/Library
 - i. Handicap ramp compliance issues.
 - ii. Handicap parking striping and signage.
 - iii. New striping for parking lot.
- m. Best Center
 - i. No new news.
- n. Senior Center
 - i. Concrete for entrance area.
 - ii. Carpet replacement. Funding approved by Centennial Committee.
 - iii. Lights for the parking lot.
- o. City Park
 - i. The following items are due for replacement/maintenance
 1. Place sand box around slide.
 2. Remove rock from underneath playground equipment and replace with sand.
- p. Downtown
 - i. Replace hanging planters on the median.
 - ii. Install banner mounts.
- q. 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. Relocate electrical system for the SRTS project. (Complete)
 - b. Create new service ordinance or change existing one.
 - c. Awaiting bids from Sharyland to buy our system and the cost to provide monthly maintenance for our system.
 - d. New energy contract. (Underway)
 - e. McCord Engineering tasks now funded by 4A. Everything over \$15K 4A wants 50% reimbursement in budget year 2014/2015. See table below.
2. Attended TPPA conference in San Antonio. July 22 through 24.
3. Completed work on electrical system budget estimates.

McCord Engineering Item Description	Cost
Help during the upcoming year to establish CoF option (hourly charges)	<\$95K
Create a rate ordinance or update the existing one	\$28K
Set up through ordinance the standards for underground electric utilities,	\$20K



Refuse System

1. No new activity.

Inspections, Permits, Plats

1. Amy's Car Wash to build 8" water line between Hamilton Street and their lot to increase water flow capacity to their facility.

Vehicles/Tools

1. No new news.

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	Sep-13	Feb-14	Bid complete. Awaiting TxDOT approval of contractor before pre-bid meeting.
Main Street Grant Texas Capital Fund	\$150,000	\$15,000 Cash CoF Funded	Mar-12	Feb-13	Grant audit remaining.
Chaparral Trail Grant Texas Parks & Wildlife (Phase I)	\$200,000	\$50,000 4B Funded	Oct-12	May-13	Construction complete. Processing final paperwork.
Chaparral Trail Grant Collin County Open Space (Phase II)	\$300,000	\$150,000 (4B, \$50K) (CoF, \$100K)	May-13	Oct-13	Construction complete except for: sod, tree planting, mile markers, water taps, extra bollards, culvert, picnic sign, and final punch list.
Chaparral Trail Grant Collin County Open Space (Phase III)	\$300,000	\$150,000	Not Awarded Yet	Not Awarded Yet	Grant package submitted to Collin County. Awaiting response.
Waste Water System Community Development Block Grant (CDBG)	\$275,000	\$41,250 (Cash)	Awarded	Awarded	Awarded, awaiting additional information
Farmersville Parkway TIGER Grant	\$4,823,208	CC, \$1,900,000 CoF, \$100,000	Not Awarded Yet	Not Awarded Yet	Application turned in. Awaiting award.
Farmersville Parkway Phase III Collin County Bond	\$3,800,000	\$1,900,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%.
Floyd Street Extension Collin County Bond	\$200,000	\$100,000	On-Hold	On-Hold	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	Construction	Apr-13	Sep-13
2	Orange Street Overlay (380 to Old Josephine, Partially County Funded)	93,245	Engineering	Sep-13	Jan-14
3	CR557 Overlay (US 380 to SH 78), Majority County Funded	4,583	Complete	Oct-12	Jul-13
4	Hamilton Street Overlay (Yucca to Gaddy)	88,000	Engineering	Sep-13	Jan-14
5	Street Signs and Installation	95,000	Ready for Construction	Sep-13	Jan-14
6	Beech Street Overlay (Main to Beene)	137,000	Not Started	Oct-13	Dec-13
7	Windom Overlay (Maple to McKinney)	46,000	Not Started	Oct-13	Dec-13
8	Westgate Overlay (Hwy 78 to Wilcoxson)	94,000	Not Started	Oct-13	Dec-13
9	Central Overlay (College to Prospect)	101,000	Not Started	Oct-13	Dec-13
10	South Washington from Farmersville Parkway to Sid Nelson	88,000	Not Started	Jan-14	Feb-14
11	Sid Nelson from South Washington to Hamilton	88,000	Not Started	Feb-14	Mar-14
12	Hamilton Street from Hwy 380 to Farmersville Parkway	1,384,000	Not Started	Apr-14	Oct-14
13	Santa Fe Reconstruction (Jefferson to Main)	504,000	Not Started	Jun-14	Mar-15
14	Hamilton (McKinney to Yucca)	728,000	Not Started	Sep-14	Mar-15
Street Projects Total		3,573,828			
Street Projects GO Bond Allocation		3,575,000			
Water Projects					
15	North ET/North Main Street	189,000	Engineering	Oct-13	Mar-14
16	Rike/Houston/Austin Street	163,500	Not Started	Mar-14	May-14
17	Automated Meter Reading System	520,000	Construction	Mar-13	Dec-13
18	CR 608/CR 609	63,500	Not Started	Jan-14	Jun-14
19	Sycamore St/Hwy 78	329,000	Engineering	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	Jul-13	Aug-13
25	Sycamore – Gravity Main	23,000	Complete	May-13	Jul-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	Apr-14	Jul-14
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
J.W. Spain complex doors and gates	Order new metal doors and iron gates for all exterior doors	8-Jan-2013	Paula Jackson		Ben placed the order for the doors and we are working on new locks	Open
Brick and Tree	for all past city council and mayors	01/14/2013	Paula Jackson			Open
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		Open
Requirements for thickness of driveways	Research Suddivision and Zoning for the thickness for driveways. Questions regarding 6 in accompanied by geotechnical study	15-Jan-2013	Ben White/Paula			
Survey's and Reports	yearly... Meet with Ben	23-Jan-2013	Paula Jackson			Open
Senior Center	get with Woody Wright regarding the floor covering for the center	28-Jan-2013	Paula Jackson		Approved by Centennial Committee. Woody has changed her mind on what she wants to put down she will get back with me.	Open
Crack sealing	The Asphalt portion of the Chaparral Trail	24-Jan-2013	Paula Jackson		Received quote: this will be forwarded for review: also received in a new quote for consideration	Open
Rambler Park	The Playground in in need of mulch	12-Mar-2013	public works			Open

Project Name	Project Type	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
CHAPARRAL TRAIL	LIGHT FOR THE 1 MILE MARKER	19-Feb-2013	BEN			Open
City Park	Need to have the boarders poured around all of the playground equipment		public works			Open
HONAKER HOUSE	Lighting and Fence	1-Apr-2013	public works			Open
JW SPAIN	Concrete culverts and ends	1-Apr-2013	public works		material has been received	Open
WATER LEAK	FIX THE WATER LEAK AT WINDOW AND WRIGHT	19-Apr-2013	public works			Open
TENNIS COURTS	Repair the lights at the tennis courts	15-Mar-2013	sharyland			Open
SIDEWALK	remove extremely bad section of sidewalk in front of Russell Chandlers house. The section is about 8 feet	17-May-2013	PUBLIC works			Open

Project Name	Project Type	Date of Request	Person Assigned	Service Order Number	CLOSE DATE	
					NOTES	DATE
lots to me mowed	mow-time will be mowing lots for us again this year:	23-May-2013	Paula Jackson		Wilcoxcon, Gotcher and Sid Nelson this will be on going for the season	Open
bricks for pavilion	Ed Stuart	5-Jun-2013	Paula Jackson		received brick. Now Paula will see where it will be placed	open
Restrooms at parks	Audrey has requested a number of things to be fixed or replaced at the restrooms like signs on the mens and		Paula Jackson		Ben and I are looking into signs to be placed. And Larry Wood will fix the other issues	Open
Building Inspection Contract	look at BV Contract for Fees vs what we Charge on Permits	17-Jul-2013	Paula Jackson			Open
Move rolloff containers from Progressive to City Billing	Get with Progressive and make the Change over and make sure the charges are correct	17-Jul-2013	Paula Jackson			Open
Plaque for Public Safety Building	Charles Currington Plaque placed on the Public Safty Building by 8-2-2013 and covered	17-Jul-2013				Aug-13

Project Name	Project Type	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Plaque for Public Safety Building	Charles Currington Plaque	7-Jan-2013	Paula Jackson		ordered	Jul-13
Jun-13	Research and present finding to City Manager: monthly charges and franchise fees	26-Jun-2013	Paula Jackson			Jul-13
change out the maps for the trial	Change out on the Web, on the brochures, and on the outdoor advertising cases	3-Jul-2013				Jul-13
Garbage Audit	Garbage Audit with Progressive	26-May-2013	Paula Jackson		this will be completed by 6-21-2013	Jun-13
4th of July	City will work with the Fire and Police Department to make this happen	25-Jun-2013	Ben			Jul-13



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: CONSENT AGENDA – Library Report



Charles J. Rike Memorial Library

203 Orange Street - Farmersville, Texas

www.rikelibrary.com

972-782-6681

Monthly Report: July – 2013

Circulation:	2631
Computer Users:	626
Visitors:	1918
Inter-library Loan	
Books loaned to other libraries:	1
Books borrowed for our patrons:	1
Patrons Saved \$ *	\$38,499.25
New Patrons:	25
Volunteer Hours Donated:	48 hours

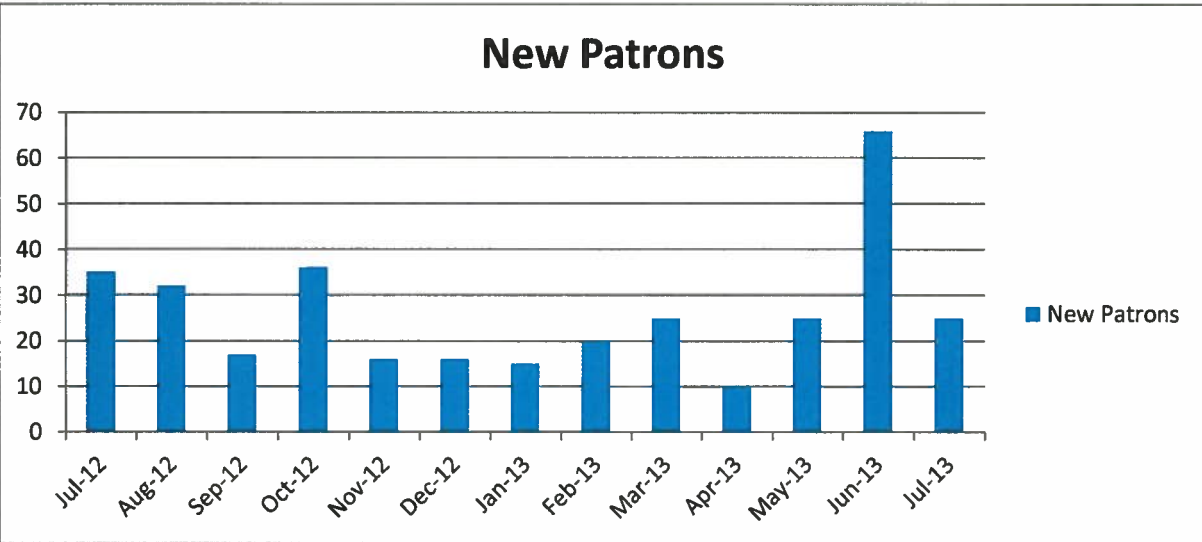
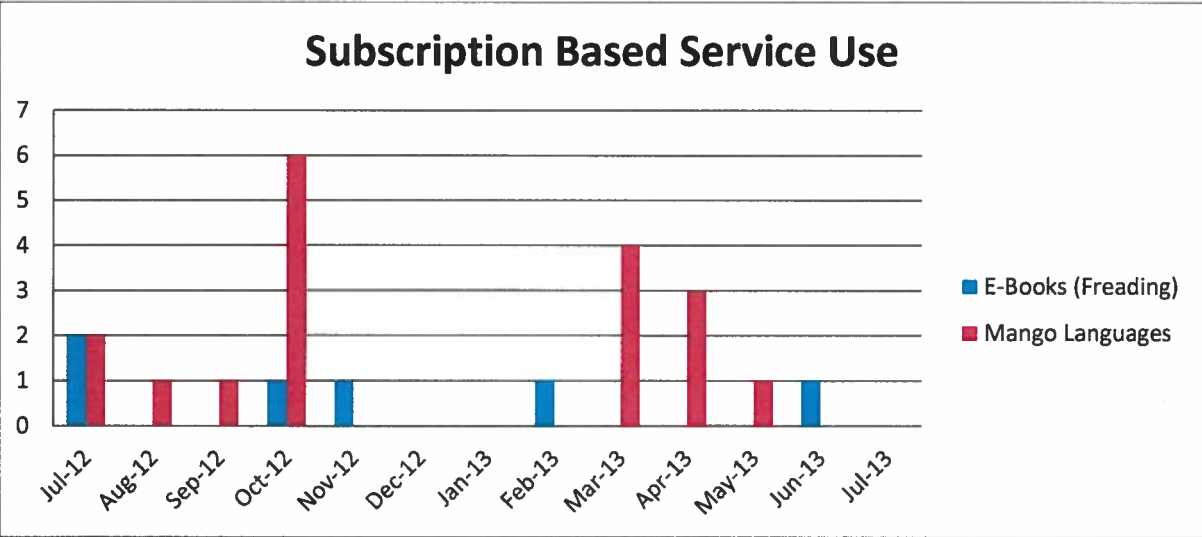
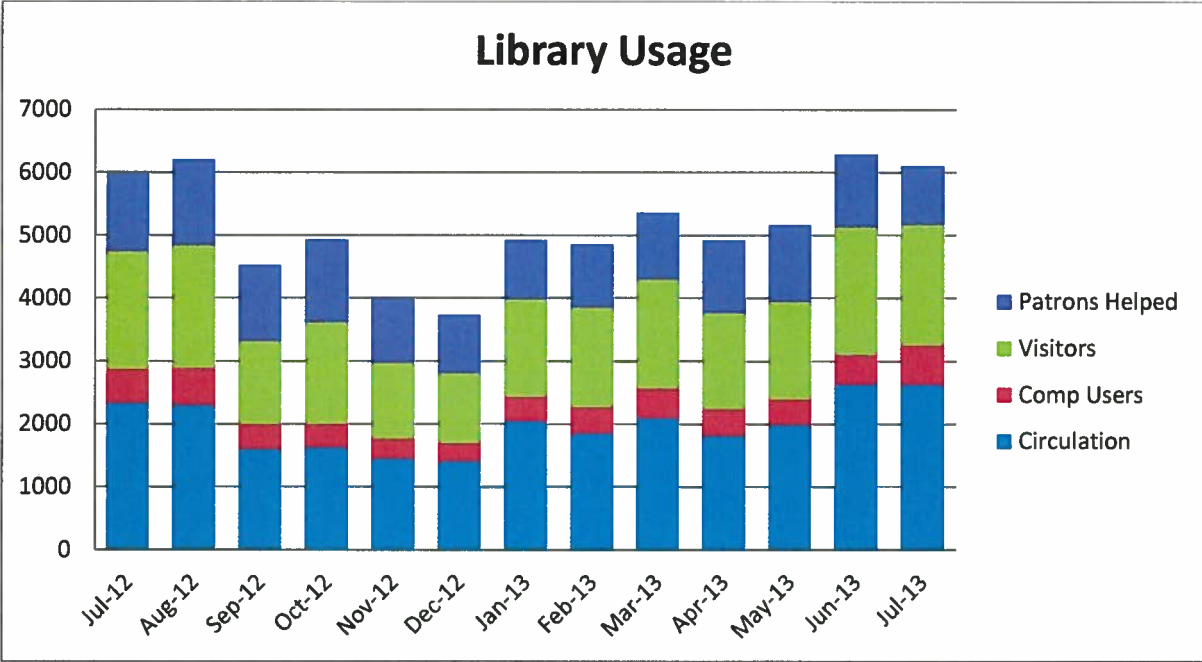
Other Items of Interest:

Summer Reading Club attendance for July:

<u>Date</u>	<u>Kids</u>	<u>Adults</u>	<u>Theme</u>
7/03/13	18	7	Don't mess with Texas – Justin Brazil read
7/10/13	36	14	What's black, white and read all over? – Wyndi Veigel read
7/17/13	26	12	Stop bugging me! – Adah Leah Wolf read
7/24/13	23	10	Don't you wish it was cold outside? – Heather Grupido read
7/31/13	24	9	Out of this world – Emily Dillard read
June Total:	127	52	= 179

July 2 through August 31, 2013 the library is running a "Food for Fines" program to help benefit the Farmersville Food Pantry. So far, we have collected over 50 items of food to donate to the food pantry.







TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: CONSENT AGENDA – City Manager's Report



City Manager Monthly Report

City Manager General

1. Attended the following meetings:

Meeting Description	Attended
City Council Meeting	2
Farmersville Economic Development Corporation (4A).	2
Farmersville Community Development Corporation (4B).	2
Planning and Zoning Commission	1
Parks and Recreation Board	1
Main Street Board	0
Downtown Merchants Meeting	0
Capital Improvements Advisory Commission	1
Building and Property Standards Meeting	0
Farmersville Garden Club	0
Realtors Meeting	0
Chamber of Commerce Board Meeting	0
Chamber of Commerce Networking Meeting	0
Farmersville Riding Club	0
Northeast Texas Trail Association (NETT)	0

Ordinances and Ordinance Changes

1. Backlog

a. New

- i. Painting of fire hydrants.
- ii. Electrical customer infrastructure/impact fees.
- iii. Street sign standards.

b. Change

- i. Standard design details for: water, wastewater, etc.
- ii. SUP/Game Room processes. Scheduled for Council approval.
- iii. Game Room permit process.
- iv. Revise codification for missed ordinances
 1. 789 out of 1544 ordinances reviewed. 154 ordinances reviewed this month.
 2. Codification updates are made quarterly. Latest update was performed in July.

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. Franchise agreements. Refuse, telephone, gas, etc.

Planning

1. Continue support efforts to establish new impact fees. Next step, Public Hearings and adoption (10 Sep 2013).

Policy Changes

1. Backlog
 - a. Personnel policy updates.
 - i. Time off policy/time bank. (Underway, scheduled for council review on 27 Aug 2013)
 - b. Information Technology policy. (Underway)

Personnel Related Matters

1. Police department now up to full staff.

Customer Service Window

1. Starting to see an upturn in complaints related to solid waste service. About 3 to 4 citizens on each trash day for the past three weeks are complaining their trash is not being picked up. We are working with Progressive to make sure this problem is address quickly.

Budget/Finance

1. Prepared preliminary budget. Complete phase related to budget workshops. Continuing to make small changes as requested up to acceptance of the budget in Sep 2013. Budget notebooks will deliver on 27 Aug 2013
2. Continuing new account coding methods for existing and new budget.
3. Investigated revenue bond options for the electrical system.
4. Continuing to work with City Council to set the ad valorem tax rate.

Information Technology

1. Currently integrating all the City buildings into an enterprise network. This helps with information sharing and data collaboration (sharing calendars, etc.). All hardware received awaiting configuration and installation. 98% complete.

Special Events

1. Supported dedication of the Charles R. Curington Public Safety Building.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: INFORMATIONAL ITEM – Farmersville Economic Development Corporation
Financial Report

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

July 2013

Prepared by: Daphne Hamlin

Farmersville Economic Development Corp 4A
July 2013

Statement Balance 7-01-2013	\$154,342.92
Deposits:	
Sales Tax:	\$17,434.61
Cking Int .05%	\$6.62
CD Interest	\$102.74
Transfer to Texpool	
Transfer from Texpool	\$-
Checks (1084,1085,1086)	<u>\$(11,950.42)</u>
Statement balance 7-31-2013	\$159,936.47

Outstanding Transactions

Sales Tax
Transfer to Texpool
CD Interest
Checks

Balance 8-1-2013	<u><u>\$159,936.47</u></u>
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	FY 2013	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance	Budget	\$87,643.90	\$96,280.62	\$110,818.14	\$124,603.11	\$128,341.44	\$144,370.19	\$156,191.48	\$172,286.08	\$138,468.31	\$164,342.92			
Deposits														
Sales Tax Collections	\$140,000.00	\$13,768.94	\$14,396.28	\$13,677.33	\$12,126.80	\$14,917.62	\$11,035.26	\$17,031.36	\$18,008.87	\$15,762.50	\$17,434.61			\$148,159.57
Interest Income cking	\$1,500.00	\$4.49	\$3.84	\$4.90	\$5.37	\$4.97	\$6.33	\$6.58	\$6.61	\$5.95	\$6.62			\$55.66
Transfer from Texpool to First Bank														
Transfer funds to CD														\$-
Transfer to Texpool														\$-
CD Interest Earned		\$123.29	\$127.40	\$102.74	\$106.16	\$106.16	\$95.89	\$106.16	\$102.74	\$106.16	\$102.74			\$1,079.44
Total Revenue	\$141,500.00	\$101,440.62	\$110,818.14	\$124,603.11	\$136,841.44	\$144,370.19	\$156,607.67	\$172,336.68	\$190,404.30	\$164,342.92	\$171,886.89	\$-	\$-	\$148,294.67
Expenses:														
Administration	\$1,000.00													\$-
Meeting Expenses	\$1,000.00													\$-
Dues/School/Travel	\$500.00						\$233.69				\$177.80			\$411.49
Office Supplies	\$200.00													\$-
														\$-
Marketing/promotion Expenses														\$-
Marketing/Promotion Expenses/Advertising	\$5,150.00	\$5,150.00												\$-
Collin College Sponsorship	\$7,500.00				\$7,500.00									\$5,150.00
Legal Service	\$2,500.00						\$82.50	\$49.50						\$7,500.00
Farmersville Chamber	\$1,000.00													\$132.00
Farmersville Rotary	\$500.00													\$-
Total Expenditures	\$19,350.00	\$5,150.00	\$-	\$-	\$7,500.00	\$-	\$316.19	\$49.50	\$-	\$-	\$177.80	\$-	\$-	\$13,193.49
Directive Business Incentives														\$-
Collin College Project(sewer/street/electric)	\$100,000.00													\$-
NTMWD Regional WW Treatment	\$150,000.00													\$-
Planning	\$125,000.00								\$51,935.99		\$5,185.12			\$57,121.11
Facade Grant Program	\$50,000.00										\$6,587.50			\$6,587.50
Total Development Cost	\$425,000.00			\$-	\$-	\$-	\$-	\$-	\$51,935.99	\$-	\$11,772.62	\$-	\$-	\$63,708.61
Total Expenditures	\$444,350.00	\$5,150.00	\$-	\$-	\$7,500.00	\$-	\$316.19	\$49.50	\$51,935.99	\$-	\$11,960.42	\$-	\$-	\$76,902.10
Revenue vs Expenditures	(\$302,850)													\$-
From Reserves	\$302,850.00													\$-
Balance Budget	\$-													\$-
Total Expenditures								\$49.50	\$51,935.99	\$-	\$11,960.42	\$-	\$-	\$76,902.10
Ending Bank Balance		\$96,280.62	\$110,818.14	\$124,603.11	\$128,341.44	\$144,370.19	\$156,191.48	\$172,286.08	\$138,468.31	\$164,342.92	\$169,936.47	\$-	\$-	
CD Investment	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00			\$250,000.00
Texpool Balance	\$366,206.23	\$366,263.33	\$366,263.33	\$366,300.17	\$366,330.89	\$366,367.13	\$366,389.71	\$366,420.46	\$366,442.72	\$366,460.10	\$366,476.62			\$366,476.62
Interest Earned	\$61.49	\$712,496.86	\$727,071.47	\$740,903.28	\$745,672.33	\$760,727.32	\$771,681.19	\$788,706.64	\$764,911.03					



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: INFORMATIONAL ITEM – Farmersville Community Development Corporation
Financial Report

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

July 2013

Prepared by: Daphne Hamlin

Farmersville Community Development Corp 4B
July 2013

Statement Balance 7-1-2013	\$93,292.19
Deposits:	\$17,434.61
Sales Tax:	\$-
Cking Int .05%	\$4.15
Stop payment Fee	
Transfer to Texpool	
Transfer from Texpool	\$-
Checks 258,2159,2160,2161	<u>\$(6,272.70)</u>
Statement balance 7-31-2013	\$104,458.25

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
Checks 2162, 2163,2164,2165	\$(318.47)

Balance 8-7-2013	<u><u>\$104,139.78</u></u>
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Farmersville Community Development Corporation
 Cumulative Income Statement
 For the Fiscal Year Ended, September 30, 2013

8/7/2013

	FY2013 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	\$14,918	\$11,035	\$17,031	\$18,009	\$15,763	\$17,435			\$148,159	90.34%
Interest Income		20	14	15	11	8	10	10	10	\$7	8			112	
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	\$14,926	\$11,045	\$17,041	\$18,019	\$15,770	\$17,443	\$-	\$0.00	\$149,472	91.14%
Expenses:															
Main Street:															
Salary	56,388	56,388												56,388	100.00%
Supplies	8,612	95	757	452	842	841	451	285	574	\$344	443			5,083	59.03%
Total Main Street	\$65,000	\$56,483	\$757	\$452	\$842	\$841	\$451	\$285	\$574	\$344	\$443	\$-	\$-	\$61,471	94.57%
Miscellaneous	2,000							25						\$25	1.25%
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	49,200								50,000	100.00%
Collin College Scholarship sponsorship	3,500			2,500										2,500	71.43%
Chamber of Commerce	3,000						3,000							3,000	100.00%
May Taxes	800		439			104								543	67.88%
Bain Honaker House Restoration	5,000		5,000											5,000	100.00%
Downtown Museum seed money	20,000													20,000	100.00%
Christmas Activities	2,000		1,080	896										1,976	98.80%
Farmersville Parkway Survey					2,200				2,528		1,150			2,200	18.39%
Splashpad Restrooms	20,000													3,677	0.00%
Historical Marker for Post Office Bldg	1,500													-	
Grass Seed							4,680							4,680	99.96%
Land purchase	20,000	1,666	1,666	1,666	4,998			4,998			4,998			19,992	99.96%
Fire Works	3,500								3,500					3,500	100.00%
Tree Irrigation/fertilization	5,000									\$1,650				1,650	33.00%
Flag Pole Installation														2,763	23.02%
Total Expenses	\$225,800	\$3,935	\$5,038	\$13,132	\$14,103	\$50,145	\$8,131	\$5,308	\$6,602	\$1,994	\$6,591	\$-	\$-	\$194,978	86.35%
Excess Revenue Over Expenses		(61,800)	9,372	560	(765)	(35,219)	2,914	\$11,733	11,418	13,776	10,852				

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	\$86,926.17	\$89,474.91	\$88,702.93	\$53,477.90	\$66,384.31	\$68,109.72	\$79,520.20	\$93,292.19		
Deposits:												
Sales tax deposits	13,768.94	14,398.28	\$13,677.33	12,126.80	14,917.82	\$11,035.26	\$17,031.36	\$18,008.87	\$15,782.50	\$17,494.61		
Interest income-bank	3.25	3.11	\$3.74	3.75	2.39	\$2.28	\$2.40	\$3.22	\$3.48	\$4.15		
Transfer to TexPool												
Transfer From Texpool to First Bank	100,000.00			1,200.00								
Refund from Boudhary Solutions												
Reimbursement for Marketing												
Reimbursement for Main Street Mgr.												
Adjusting Entry												
Total Revenues	163,498.96	93,963.38	102,607.24	102,805.46	103,622.94	64,515.44	\$73,393.07	\$86,121.81	\$95,296.18	\$110,730.95	- \$	- \$
Disbursements:												
Main Street	56,387.91		\$452.17	841.75	840.61	\$451.13	\$285.17	\$574.11	\$343.99	\$443.05		
Miscellaneous		\$756.52	\$-									
Marketing	881.00	\$1,096.93	\$10,118.07									
Reimburse city for accounting				\$800.00	49,200.00							
Chaparral Trail Improvements				\$2,500.00								
Collin College Scholarship sponsorship												
Chamber of Commerce						\$3,000.00						
May Taxes		\$438.70			104.43							
Bain Honaker House Restoration	5,000.00											
Downtown Museum seed money	20,000.00											
Christmas Activities		\$1,080.00	\$898.03									
Farmersville Parkway Survey				\$2,200.00				\$2,527.50		\$1,149.94		
Splashpad Restrooms												
Historical Marker for Post Office Bldg												
Grass Seed					\$4,680.00							
Land purchase	1,866.06	\$1,566.06	\$1,668.06	\$4,988.18				\$3,500.00		\$4,988.18		
Fire Works									\$1,650.00			
Tree Irrigation/fertilization												
Flag Pole installation				\$2,762.60								
Total Expenses	83,934.97	\$5,037.21	\$13,132.33	\$14,102.53	\$50,145.04	\$8,131.13	\$5,283.35	\$6,601.61	\$1,983.99	\$6,591.17		
Ending Bank Balance	79,563.99	88,926.17	89,474.91	88,702.93	63,477.90	56,384.31	68,109.72	79,520.20	93,292.19	104,139.78		
TEXPOOL Balance	84,740.20	\$84,751.13	\$84,761.97	\$84,769.05	\$84,775.11	\$84,782.66	\$84,789.81	\$84,794.96	\$84,798.97	\$84,802.79		
Interest Income-TEXPOL	16.70	10.93	10.84	7.08	6.06	\$7.55	\$7.15	\$5.15	\$4.01	\$3.82		
Total Available Funds	164,304.19	173,677.30	174,236.88	173,471.98	138,253.01	141,166.97	152,899.63	164,315.16	178,091.16	188,942.57		

Signed:



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 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

FARMERSVILLE PLANNING & ZONING COMMISSION
REGULAR SESSION MINUTES
JULY 15, 2013

The Farmersville Planning and Zoning Commission met in regular session on July 15, 2013 at 6:30 p.m. at the City of Farmersville Council Chambers with the following members present: Patti Ford, Mark Vincent, Craig Overstreet, Todd Rolen, Lee Warren, Bryce Thompson and Tom Waitschies. Staff members present was City Manager Ben White, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Klostermann was not present.

CALL TO ORDER AND RECOGNITION OF CITIZENS/VISITORS

Chairman Tom Waitschies called the meeting to order at 6:53pm. Edie Sims called roll and announced that a quorum was present. Craig Overstreet offered the invocation and the Pledge of Allegiance to the American and the Texas Flags.

Item II – A) CONSIDER, DISCUSS AND ACT UPON MINUTES FROM MAY 20, 2013 P&Z MEETING

Craig Overstreet motioned to approve the minutes with one change. Under Item II – B, paragraph 2, Lee Warren should be the Commissioner questioning the need for a site plan and not Craig Overstreet. Lee Warren seconded the motion. Motion carried unanimously.

Item II – B) SWEAR IN NEWLY APPOINTED OFFICIALS AND REORGANIZE THE COMMISSION: 1) ELECTION OF CHAIRMAN; 2) ELECTION OF VICE-CHAIRMAN; AND 3) ELECTION OF SECRETARY

City Secretary informed the Chairman and Commission that all newly appointed members have been sworn in.

Craig Overstreet motioned to nominate Lee Warren as the Chairman. Tom Waitschies motioned to cease all nominations. With nominations closed, the Commission voted unanimously for Lee Warren as Chairman. Tom Waitschies turned the meeting over to Mr. Warren.

Chairman Warren opened the floor for nominations for Vice Chairman. Tom Waitschies nominated Craig Overstreet as Vice Chairman. Bryce Thompson motioned to cease all nominations. With nominations closed, the Commission voted unanimously for Craig Overstreet as Chairman.

Chairman Warren opened the floor for nominations for Secretary. Mark Vincent nominated Bryce Thompson as Secretary. Tom Waitschies motioned to cease all nominations. With nominations closed, the Commission voted unanimously for Bryce Thompson as Chairman.

Item II – C) UPDATE AND POSSIBLE DISCUSSION REGARDING LICENSING OF GAME ROOMS

City Attorney Alan Lathrom stated he was asked to make modifications to the Specific Use Permit ordinance. Once the Specific Use Permit ordinance has been reviewed, the Commission will find that game rooms are spelled out in detail. This ordinance, if passed, will not have any gaps from the existing ordinance while processing the presented ordinance. The game rooms will still be required to fulfill a

Specific Use Permit process and will go to the City Council with the same conditions as currently required. The ordinance to be presented will have licensing, payments and provide mechanisms for violations in much greater detail. Commission did not have a discussion on this topic.

Item III – A) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A REQUEST TO AMEND THE CONCEPTUAL FUTURE LAND USE PLAN OF THE FARMERSVILLE COMPREHENSIVE PLAN BY CHANGING THE CURRENT LAND USE DESIGNATION FROM DOWNTOWN COMMERCIAL USES TO COMMERCIAL USES ON THE PROPERTY IDENTIFIED AS LOTS 12 AND 13D, BLOCK A OF THE FARMERSVILLE ORIGINAL DONATION MORE COMMONLY KNOWN AS 223 MCKINNEY STREET, FARMERSVILLE, TEXAS

City Attorney Alan Lathrom stated Johnny P. Bratcher was satisfied with the variance approval and therefore does not wish to pursue a zoning change. Mr. Lathrom recommended the Commission take no action. The Commission concurred; no action was taken on this item.

Item III – B) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A REQUEST TO CHANGE THE ZONING ON THE PROPERTY IDENTIFIED AS LOTS 12 AND 13D, BLOCK A OF THE FARMERSVILLE ORIGINAL DONATION MORE COMMONLY KNOWN AS 223 MCKINNEY STREET, FARMERSVILLE, TEXAS FROM CENTRAL AREA (CD) DISTRICT USES TO COMMERCIAL (C) DISTRICT USES

City Attorney Alan Lathrom stated Johnny P. Bratcher was satisfied with the variance approval and therefore does not wish to pursue a zoning change. Mr. Lathrom recommended the Commission take no action. The Commission concurred; no action was taken on this item.

Item III – C) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A REQUEST TO AMEND CHAPTER 77, "ZONING," OF THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF ARTICLE III "NEW TYPES OF LAND USE; DISTRICTS," BY DELETING EXISTING SECTION 77-138, "SPECIFIC USE PERMITS," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 77-138 THAT IS ALSO ENTITLED "SPECIFIC USE PERMITS"; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

Chairman Warren opened the Public Hearing at 7:03:03pm and asked for those in favor of the zoning request to step forward. With no one coming forward, Chairman Warren asked for those opposing the zoning request. With no one coming forward, the Public Hearing was closed at 7:03:38pm.

City Attorney Alan Lathrom informed the Commission the amended ordinance spells out in detail regarding Game Rooms along with safeguards so that there is an overlap from the existing ordinance during the adoption process of the presented ordinance. There are other safeguards in place to protect Specific Use Permits to be in



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: INFORMATIONAL ITEM – Sign Board of Appeals Minutes

Electronic minutes are found at the following link:

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

FARMERSVILLE SIGN BOARD OF APPEALS
MEETING MINUTES
JULY 15, 2013

The Farmersville Sign Board of Appeals met in a special called session on July 15, 2013 at 6:37 p.m. in the Council Chambers at City Hall with the following members present: Patti Ford, Mark Vincent, Craig Overstreet, Todd Rolen, Lee Warren, Tom Waitschies and Bryce Thompson. Staff members present were City Manager Ben White, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Klostermann was also present.

CALL WORKSESSION TO ORDER, ROLL CALL

Chairman Tom Waitschies called the meeting to order. Edie Sims called the roll and announced a quorum was present.

PUBLIC HEARING – TO CONSIDER, DISCUSS AND ACT UPON A REQUEST FOR A VARIANCE FROM THE SIGN REGULATIONS CONTAINED IN CHAPTER 56, "SIGNS AND ADVERTISING," OF THE FARMERSVILLE CODE TO PERMIT THE CONSTRUCTION AND INSTALLATION OF ONE INTERNALLY LIGHTED MONUMENT SIGN AT OR ABOUT THE NORTHWEST CORNER OF LOT 12, BLOCK A OF THE FARMERSVILLE ORIGINAL DONATION, WHICH LOT IS A PORTION OF THE PROPERTY MORE COMMONLY KNOWN AS 223 MCKINNEY STREET, FARMERSVILLE, TEXAS

Craig Overstreet recused himself from this agenda item. Chairman Waitschies opened the Public Hearing at 6:37pm. A variance has been presented to the Planning and Zoning Commission who is setting in as the Sign Board of Appeals. The applicant (Independent Bank) has requested a zoning change.

City Attorney Alan Lathrom indicated the variance is to allow a lighted sign to be installed in the Central Area (CA) District which does not allow by ordinance this type of lighted sign. The restrictions in the CA District are keeping with signage and lighting similar to the early 1900's. According to Section 56-110 of the Code of Ordinances, 3 out of 4 criteria must be met to allow the variance which includes: 1) The proposed sign shall not adversely impact the adjacent property (visibility, size and the like; 2) The proposed sign shall be of a unique design or configuration; 3) The variance is needed due to restricted area, shape, topography, or physical features that are unique to the property or structure on which the proposed sign would be erected; 4) The variance will substantially improve the public convenience and welfare and does not violate the intent of this article.

City Manager Ben White indicated the Independent Bank building is more contemporary styled and does not fit the persona of the historical buildings as in the Central Area District. It is also useful to note that directly across the street is Commercial Zoning.

City Attorney Alan Lathrom stated if a variance is granted, it will run with the land as a permanent feature which can be transferred from owner to owner as long as the use remains the same. With the Master Plan being adopted in January 2013, Mr. Lathrom recommended the applicant to address the variance request rather than the zoning change.

The Public Hearing continued with Johnny P. Bratcher coming before the Board stating his intention is to give the tenants in the Bank building sign recognition. Presently the Bank has two tenants but has room for a total of four tenants. The sign will have Independent Bank on the top and four smaller signs underneath. The frame of the sign will be equivalent to the bronze trim on the building. Independent Bank will own the sign and provide maintenance whereas the tenant will pay their cost of their particular sign.

With no one speaking against the variance request, Chairman Waitschies closed the Public Hearing at 6:51pm.

A short discussion was held between the Board members regarding the requirement of changing the Master Plan prior to changing a zoning. Lee Warren motioned to approve the variance as presented with Todd Rolen seconding the motion. Motion carried unanimously.

ADJOURNMENT

The Sign Board of Appeals adjourned at 6:53pm.

APPROVED

Tom Waitschies, Chairman

ATTEST

Edie Sims, City Secretary

DRAFT



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: INFORMATIONAL ITEM – Capital Improvements Advisory Commission Minutes

Electronic minutes are found at the following link:

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

FARMERSVILLE CAPITAL IMPROVEMENTS ADVISORY COMMISSION
MEETING MINUTES
JULY 15, 2013

The Farmersville Sign Board of Appeals met in a special called session on July 15, 2013 at 7:06 p.m. in the Council Chambers at City Hall with the following members present: Patti Ford, Mark Vincent, Craig Overstreet, Todd Rolen, Lee Warren, Tom Waitschies and Bryce Thompson. Staff members present were City Manager Ben White, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Klostermann was also present.

CALL WORKSESSION TO ORDER, ROLL CALL

Chairman Lee Warren called the meeting to order. Edie Sims called the roll and announced a quorum was present.

Item II – A) WORKSHOP – IMPACT FEE TRAINING SESSION

Eddy Daniel, City Engineer, came before the Board to discuss the final phase of the Comprehensive Plan which is applying impact fees in accordance with land use assumptions.

Mr. Daniel presented a training session to the Commission being informative of components of impact fees, service units, formula to calculate impact fees and a calendar to steps to accomplish implementing the impact fees.

Mr. Daniel expressed that the Comprehensive Plan searched the future growth projections for the next 10 years and beyond to recover costs caused by new growth to the City's infrastructure.

The City can charge impact fees within the City Limits, within the City's Extra Territorial Jurisdiction (ETJ); but cannot charge fees outside the ETJ. If a development were to consider developing outside the ETJ but required City services, a Development Agreement would be initiated to cover those charges. The City regulates the subdivisions within the City's ETJ.

Most cities offer a pre-credit calculation or 50% credit up front. By doing so, the City of Farmersville has a maximum of \$5,491 that could be collected per each service unit. The Board reviewed the Impact Fee comparison of area cities respectively with our impact fees being the lowest presently. Mr. Daniel encouraged the Commission to consider somewhere in the range of \$3,000 to \$3,500 which would allow funds to serve the population needs.

Mr. Daniel and Alan Lathrom, City Attorney indicated there are costs that are not recoverable which include capital improvements not identified in the Impact Fee Capital Improvements Plan, operation and maintenance costs and improvements to remedy existing deficiencies.

Tom Waitschies pointed out if the rates are too high, we could potentially run off any growth prospects. This is a true point; however the CIAC can review the impact fees as often as necessary although State Law mandates to have the impact fees reviewed every 5 years. Any improvements are significant. The main ticket item for Farmersville is the Regional Wastewater Treatment Plant.

During the Comprehensive Planning process, the Conceptual Future Land Use was provided in hopes of lining up with the Future Land Use Map. To assist with growth factors, mixed uses were instilled throughout the City to offer a variety of uses.

Mr. Daniel reviewed the Executive Summary which detailed the water and wastewater costs. There are some factors which prohibit growth regarding water service as we are locked in by our CCN (Certificate of Convenience and Necessity)

Item III – A) PUBLIC HEARING TO CONSIDER, DISCUSS AND RECOMMEND TO CITY COUNCIL WHETHER THE CITY'S LAND USE ASSUMPTIONS, CAPITAL

ADJOURNMENT

The Capital Improvements Advisory Commission adjourned at 6:53pm.

APPROVED

Tom Waitschies, Chairman

ATTEST

Edie Sims, City Secretary

DRAFT



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 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

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION (4B)
MINUTES July 29, 2013

CALL TO ORDER, ROLL CALL AND RECOGNITION OF VISITORS

The Farmersville Community Development Corporation met on July 29, 2013 at the City Council Chambers. President Leaca Caspari convened the meeting at 5:46 p.m. and announced that a quorum was present after roll call. The following board members were present: Leaca Caspari, Dick Seward, David Reynolds, Barbara Stooksberry, David Ketcher, and Donna Williams. Absent: Phil Weiss. President Caspari welcomed Main Street Manager Adah Leah Wolf, City Councilman Jim Foy, Mayor Joe Helmberger, City Manager Ben White, and visitors Diane Piwko, Bettye Petree and Bertie Neu.

CONSIDER FOR APPROVAL JULY 8, 2013 MEETING MINUTES

On a motion by Donna Williams, and a second by David Reynolds, the Board approved the meeting minutes of July 8, 2013 as written.

REPORT FROM FARMERSVILLE HISTORICAL SOCIETY ON BAIN HONAKER HOUSE RESTORATION AND REQUEST FOR FUNDS FOR 2014 BUDGET

Bettye Petree, Past President of the Farmersville Historical Society, reported on the Society's use of the \$5,000 grant which was previously provided by the 4B Board. The work that was completed by contractor Guillermo Alvarez included the following: repair window in SW window of Parlor and improve floor stability; replace rotten siding on front porch using cypress wood; paint North side of first floor; and installation of nine foundation piers to stabilize porch. Petree thanked the board for their contribution toward these necessary repairs.

Bertie Neu, current president of the Farmersville Historical Society, presented a request for \$5,000 for the 2014 fiscal year budget. It would be used toward the following repairs: painting railing and gingerbread molding, repair of upstairs window, repair of 2 window screens, re-caulking siding on the south side and painting it afterward. The total amount of work that will be done next year by the Society will be over \$9,100.

CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT

A motion was made by David Reynolds to accept the checks as presented for payment; motion seconded by David Ketcher and carried.

The board discussed the invoice received for \$300 for attorney fees from Rapier Wilson and Wendland. This invoice was not anticipated nor previously authorized by the board, and was sent to previous board member Jim Dawkins home address. The board has not seen any work product. David Ketcher motioned that the payment of this bill be tabled and that the board send a letter to the law firm asking for an explanation of the work which was done. Motion seconded by David Reynolds and passed unanimously.

POLICY REGARDING USE OF ATTORNEY AND POSSIBLE CHANGE OF LAW FIRM

The board discussed the need for a policy regarding use of attorneys. David Reynolds made the motion that no attorney fees or attorney contact be incurred on behalf of the board without prior approval of the board. Motion seconded by Donna Williams and passed unanimously. Leaca Caspari suggested the board consider using Brown and Hofmeister (the city's attorney firm) for future work. This to be discussed at future board meeting. Adah Leah Wolf will obtain copy of 4A Board's agreement with Brown & Hofmeister for reference purposes.

CONSIDERATION AND POSSIBLE APPROVAL OF REVISIONS TO MAIN STREET BYLAWS

Adah Leah Wolf presented revisions to Main Street board bylaws that were approved at the July Main Street board meeting for consideration by the 4B board. These changes would place the appointment of the Main Street board members under the City Council. The 4B liaison on the Main Street board would become an ex-officio, non-voting member. Councilman Jim Foy commented that this would make the board similar to the city's other boards such as the Parks and Library boards. Leaca Caspari commented that most Main Street cities set up their Main Street boards in this manner. After discussion, Dick Seward made the motion to approve the revised Main Street board bylaws as presented, with the addition of the words, "as budgeted" to the end of the paragraph in Article II Section (i). Motion seconded by Donna Williams, and passed unanimously. The bylaws will be taken to City Council for final acceptance.

APPROVAL OF MAIN STREET BOARD MEMBER APPOINTMENTS

At the last Main Street board meeting, the following board member appointments were recommended: Margaret Vigil, and Andy Washam. David Reynolds motioned to appoint these members to the Main Street board. Motion seconded by Barbara Stooksberry and passed.

DEFINE 2013-2014 GOALS AND OBJECTIVES

After discussion, the 2012-2013 Short Term Goals were changed thus: "Support Splash Park restrooms" changed to "Support Splash Park improvements"; and "Support National Register District project" added. The Long Term Goals were kept without changes. Motion to accept updated Goals and Objectives for 2013-2014 was made by David Reynolds; seconded by David Ketcher and passed unanimously.

CONSIDER ITEMS FOR 2013-2014 BUDGET

Mayor Joe Helmberger presented a request to include at least \$12,000 for Marketing funds, which would fund the following projects: Billboard signage, website enhancements, printed materials, postcard for Christmas events, promotional give aways, Constant Contact, hosting local meetings/workshops, print advertising, and more.

City Manager Ben White presented a request for a grant match for Chaparral Trail improvements of \$60,000, and indicated that this would be part one of a two part \$60,000 match with the second half occurring in FY 2015. He also requested the board continue to fund the flagpole program at \$7,500.

Jim Foy reported that the Farmersville Heritage Museum would request a grant in 2014, once fundraising has begun.

City Manager Ben White reported that splashpad restroom costs looked to be in excess of \$100,000. He suggested that the board hold off on that project, but fund the ancillary items such as the signage and moving the gazebo, for \$5,000. The work done to date is still valid and can be used for future construction.

Adah Leah Wolf recommended that we pursue a city historical marker for the Post Office in lieu of a state marker; this process would be much less time consuming and would cost approximately \$1,500. She recommended that we continue the National Register District nomination project for a cost of \$4,000.

Mayor Joe Helmberger recommended that the board fund information kiosks to be placed along the Chaparral Trail. Four are planned, and would cost \$3,500 each.

Donna Williams recommended increasing support to the Chamber of Commerce to \$5,000.

After discussion, the following budget for Fiscal Year 2014 was presented for a vote in a motion made by David Reynolds; seconded by David Ketcher:

Farmersville Community Development Corporation Budget FY 2014

EXPENSES	
Farmersville Main Street	65,000
Miscellaneous	2,000
Marketing Program	15,000
Reimburse city for accounting services	500
grant match for city project (Chap trail)	60,000
Collin College Scholarship sponsorship	2,500
Chamber of Commerce	5,000
May building taxes	800
Christmas Activities	2,000
Land purchase	20,000
fireworks	3,500
Flag Pole installations and upgrades	7,500
Splashpad Improvements	5,000
Bain Honaker House Restoration work	5,000
Historical Marker for Post Office bldg	1,500
National Register District Project	4,000
Chaparral Trail Kiosks	14,000
Total Expenditures	\$213,300

Motion passed unanimously.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

The board will meet next on August 12. A public hearing will be held for the 2013-14 budget. Attorney invoice will be discussed.

ADJOURNMENT

There being no further business, President Caspari adjourned the meeting at 8:14 PM.

Signatures:

Leaca Caspari, President

David Reynolds, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 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

FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION
MEETING MINUTES

July 8, 2013

The Farmersville EDC met in regular session on July 8, 2013, at 7:00 p.m. at the Best Center with the following members present: Robbie Tedford, Bob Collins, Kris Washam, Chris Lair and Kevin Meguire. Staff members present were City Manager Ben White and City Secretary Edie Sims.

CALL TO ORDER

Robbie Tedford convened the meeting at 7:00 p.m. and announced that a quorum was present.

RECOGNITION OF CITIZENS/VISITORS

Guests recognized was Mayor Joe Helmberger and Ricky Sims.

WELCOME INCOMING EDC BOARD MEMBERS AND ADMINISTER OATH OF OFFICE

Bob Collins, Kris Washam and Chris Lair were sworn into office by City Secretary Edie Sims.

REORGANIZE BOARD OF DIRECTORS BY ELECTING A PRESIDENT, VICE
TEDFORD NOMINATED PRESIDENT AND SECRETARY FOR THE UPCOMING YEAR

Robbie Bob Collins for President. With no further nominations, the Board voted unanimously to appoint Bob Collins as President.

Chris Lair nominated Kevin Meguire for Vice President. With no further nominations, the Board voted unanimously to appoint Kevin Meguire as Vice President.

Bob Collins nominated Chris Lair for Secretary. Mr. Lair stated due to his Securities and Exchange Commission license, he will not be eligible to perform this duty. President Collins rescinded his nomination. Kevin Meguire nominated Kris Washam as Secretary. With no further nominations, the Board voted unanimously to appoint Kris Washam as Secretary.

Robbie Tedford stated if the meetings remain on the 2nd Monday of each month, he would be unable to attend. The Board agreed to move the meeting to the 2nd Thursday of each month at 7:00 p.m. with the location remaining in the Council Chambers of City Hall.

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

Ben White updated the EDC 4A board on the progress of the Highway 380 Project. The railroad bridge is the holdup on construction which is impacting the completion of the Main Street Bridge. A problem with a beam design and installation has halted construction of the roadway. TxDOT still contends the Main Street Bridge will be completed by September 2013.

UPDATE REGARDING COMPREHENSIVE PLAN

Ben White informed the Board the next phase of the Comprehensive Plan is in place with the Impact Fee process. Once the series of steps has been completed, the final step will be to ensure our ordinances align with the Comprehensive Plan. Mr. White stated he will have further information at the next regularly scheduled meeting after the Capital Improvements Advisory Commission and the Council discuss the Impact Fees. Bob Collins

requested this item be placed on the next meeting agenda to receive an update from Ben White.

UPDATE REGARDING COLLIN COLLEGE

Bob Collins stated Dr. Israel is preparing to present the plan for the Farmersville campus to the College Board in September 2013. It could be later in the Fall for the Board to discuss this item. Ben White informed the Board of the TIGER grant the City applied for to complete Farmersville Parkway which was a major factor for the College.

UPDATE REGARDING PIPELINE

Ben White stated the NTMWD pipeline is on schedule for completion by December 2013. Their pipeline is in place on Collin College's property and is encircling the border of Farmersville. Mr. White also indicated the oil pipeline has staged their construction site at the Hines Sand and Gravel location on Highway 380. The oil company agreed to overlay 5' of right-of-way inside the NTMWD right-of-way on the eastern side of the College's property. The oil line that will cross the Chaparral Trail will be bored as not to disturb the Trail and the surrounding property.

DISCUSSION ON CREATING STAND ALONE NONPROFIT ORGANIZATIONS

Bob Collins stated he would like to tie services along with the electrical by using the City's owned power poles as staples for wideband and other networking capabilities. Mr. Collins referenced GEUS in Greenville which offers cable and internet along with electricity. The FEDC has authority to work with non-profit organizations and this would be an excellent source to merge with our electrical system. Mr. White stated he will have more information by the end of July regarding the electrical system. This item is to be placed on the next agenda for further discussion.

CONSIDERATION AND POSSIBLE ACTION IN REGARDS TO FAÇADE GRANT EXTENSION REQUEST BY BRYAN R WILLIAMS

With the Independent Bank explaining circumstances of a delay in the appraisal process, both the Bank and Mr. Williams have requested an extension of time to allow the completion of the façade at 100 McKinney Street. Robbie Tedford recommended approval of a 6 month extension with Chris Lair seconding the motion. Motion carried unanimously. The 6 month extension will end in February 2014.

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

NTMWD – Bill Harrison is the City's Liaison to the NTMWD Board. Ben White suggested having Mr. Harrison report once a quarter to the FEDC.

Collin College – Bob Collins had no further information to report

Commission's Court – Mayor Joe Helmberger suggested having Chris Hill, Collin County Commissioner, report once a quarter to the FEDC.

Collin County Area Realtor Meeting – Robbie Tedford attended a meeting about 2 months ago. The meeting was very positive, but no information on major sales. Lonnie McCloud's group is presently leading the meetings. Mr. Tedford will request Lonnie McCloud to report to the FEDC on a quarterly basis.

Questions were asked about the Lakehaven MUD project. The Council and Lakehaven MUD had an agreement, but attorneys reviewed the document and had

additional changes. A final document is pending Lakehaven MUD investors agreeing to release the 10 acres to the City for a sewer plant facility.

The Board requested these reports be removed from the monthly agenda and will be reported on a quarterly basis.

BUDGET WORKSHOP

Robbie Tedford recommended scheduling a budget workshop meeting. This will allow the FEDC Board to meet the required deadline to have the budget finalized in August. The Board agreed to hold a Budget Workshop meeting on August 1st at 7 p.m. in the Council Chambers of City Hall.

CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT

On a motion by Robbie Tedford and second by Kevin Meguire the Board approved the invoices listed for payment. Motion carried unanimously.

CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR MAY 2013, JUNE 2013 AND REQUIRED BUDGET AMENDMENTS

On a motion by Robbie Tedford and a second by Kevin Meguire, the Board approved the financials for May 2013. Motion carried unanimously. On a motion by Chris Lair and a second by Kevin Meguire, the Board approved the financials for June 2013. Motion carried unanimously.

CONSIDERATION AND POSSIBLE APPROVAL OF THE MINUTES OF THE MAY 13, 2013 MEETING

On a motion by Kevin Meguire and a second by Kris Washam, the Board approved the meeting minutes of the May 13, 2013 meeting. Motion carried unanimously.

DISCUSSION IN CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA

Other than the previously stated items to include a Budget Workshop planned for August 1st, non-profit organization discussion regarding combining with our electric utility, Chris Lair indicated a budget amendment will be necessary regarding the \$7,000 expenditure for the electrical study. Kris Washam requested a graph to detail sales tax revenues.

ADJOURNMENT

On a motion by Chris Lair and a second by Kevin Meguire, the Board adjourned at 8:07p.m.

Bob Collins, President

ATTEST:

Kris Washam, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: INFORMATIONAL ITEM – Parks Board Minutes

Electronic minutes are found at the following link:

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

**CITY OF FARMERSVILLE
PARKS AND RECREATION BOARD MINUTES
JULY 16, 2013**

The Farmersville Parks and Recreation Board met in regular session on July 16, 2013 at 6:00 p.m. at City Hall with the following members present: Chairman Mark Vincent, Glenn Bagwill, Tom Waitschies, Autumn Barton and Todd Rolen. City Manager Ben White and staff member Christi Dowdy were also present.

CALL TO ORDER

Chairman Mark Vincent called the meeting to order at 6:00 pm, and roll was called by Christi Dowdy who announced that a quorum was present.

APPROVAL OF MINUTES

A motion was made by Tom Waitschies to approve minutes from the June 18, 2013 meeting and a second was made by Todd Rolen. Motion passed all in favor.

DISCUSSION OF KEEP FARMERSVILLE BEAUTIFUL CLEAN-UP EVENT

The Board discussed the target areas for the first KFB event which is scheduled for Saturday, September 28, 2013. It was agreed that the first event should be kept on a smaller scale and focus mainly on the downtown area which should be divided into sections with volunteers being assigned to them. The target areas include:

Downtown Square

North Side (store fronts and back parking lots)

South Side (store fronts and back parking lots)

East Side (store fronts, back parking lots, Bain-Honaker House)

City Park

Onion Shed (1 & 2)

Farmersville Parkway

Rambler Park and Splash Pad Area

McKinney Street (from Downtown Square to Highway 78)

North Main Street (from Downtown Square to Maple Street)

South Main Street (from Downtown Square to Summit Street)

The Board agreed that volunteers should pick up litter, sweep sidewalks, encourage businesses owners to wash windows, spruce up the area and even paint if necessary. They also agreed to ask volunteers to bring weed eaters and blowers for other areas. Progressive Waste will furnish a roll-off container, vests and gloves and the City will furnish trash bags.

A news release will be put in the Farmersville Times to announce the event.

BRIEFING FROM CITY MANAGER BEN WHITE

City Manager Ben White briefed the Board on the progress of various items of interest to the Parks Board.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

The Board wished to discuss future events for the Keep Farmersville Beautiful Program.

ADJOURNMENT

The meeting was adjourned at 6:56 p.m. by Mark Vincent.

Mark Vincent, Chairperson



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: INFORMATIONAL ITEM – Main Street Board Minutes

Electronic minutes are found at the following link:

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

**Farmersville Main Street Board
Meeting Minutes July 8, 2013
City Council Chambers**

The meeting was brought to order at 7:19 PM by Bryan Williams. Present were Main Street Manager, Adah Leah Wolf, and board members Matthew Busby, Bryan Williams, Margaret Vigil and Leaca Caspari.

Visitors: City Councilman Jim Foy, Dick Seward, Diane Piwko, Mike Vigil, and Donna Williams.

Minutes from April 16, 2013: Margaret Vigil made a motion to approve the minutes as printed; Matthew Busby seconded the motion. The motion passed.

Consider for approval financial statements for April, May, and June 2013:

Leaca Caspari made a motion to approve the Financial Statements as printed; Margaret Vigil seconded the motion, which passed.

Main Street Board Nominations:

There are two positions to fill: Margaret Vigil's term is up, and she is qualified to serve another term, and Robyn Menard has resigned. Adah Leah Wolf has reviewed the current applications and gave her staff recommendation to the board as follows: Margaret Vigil to serve another term, and Andy Washam to fill Menard's term. Leaca Caspari made a motion to approve this recommendation to the 4B Board; Matthew Busby seconded the motion, which passed.

Consider Bylaws Revisions:

Adah Leah Wolf asked the board to review the current Main Street board bylaws, and made suggestions for changes that would add to the stability and professionalism of the Main Street Program. Board recommendations for bylaws changes will need to go to the 4B Board for final approval. She will forward specific suggestions for changes, as well as examples of other board bylaws from other Main Street cities to the board for their review.

Discussion of placing items on future agendas:

Margaret Vigil may have an update on the historical tours of the downtown area. Bylaws discussion will continue. July 16 will be date of the next board meeting.

Adjournment: With no further business to discuss, the meeting was adjourned at 7:51 P.M.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: INFORMATIONAL ITEM – Main Street Report

Main Street Report is attached.



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



ORGANIZATION:

2	Met with Pansy Hundley regarding possible selections and verbiage for historical markers.
5	Spoke with Loydell Seward regarding the Historical Commission's Historic Assets Survey.
8	4B Board meeting: preparation of meeting handouts, agenda posting, minutes, reports, etc. Budget workshop for upcoming fiscal year. Training information/reference notebooks provided to all board members.
8	Main Street Board meeting (same night as 4B so that all board members can become acquainted.)
15	Farmersville Heritage Museum board meeting. The railroad will be tearing down one of the old onion sheds (not in the Main Street district) and the lumber and tin will be made available to the museum for construction, and to the city for repairs of the large Onion Shed. Jack Smith to photograph the process.
16	Main Street Board meeting. Two potential board members were identified, and bylaws were reviewed and revision suggestions were voted upon. Good examples of Main Street board bylaws was obtained via the managers' Listserve.
12, 30	Mtgs with Heritage Museum Board Chairman Bill Daniel.
22	Main Street Manager has 10 year anniversary!
3,10,17,31	City staff meetings.
29	4B Board meeting: Budget drafted for upcoming fiscal year.
	Obtained copy of City of Mineola's successful National Register District Application.

PROMOTION:

1	E Newsletter/monthly event calendar for downtown sent for the month of July.
6	Farmers & Fleas Market.
17	Meeting with Belinda Alonso regarding sources for downtown history. Belinda is working on a walking historic tour of downtown.
25	Audie Murphy Day wrap up committee meeting. Follow up from the event this month included sending thank yous, giving hats to vets who could not attend, receiving photos of event from volunteer photographers, paying bills. Sponsorships received this year covered all costs of the event.
25	Chamber workshop on Facebook promotions was well attended by downtown business owners.
29	Spoke with Georgia Curry, who is bringing her book club to Farmersville next month. Goodie bags will be provided to the members.
	Volunteer Jack Smith provided photos of the newest business, Big Tacos Restaurant

DESIGN:

	Façade work continues on Austin's Cleaners (112 McKinney Street). Custom made metal cornice is nearing completion.
	Security cameras will be placed on the Onion Shed due to increased vandalism
22	Visual Merchandising workshop, given by Sarah Jane Blankenship from the Texas Main Street office. Workshop was followed by five on-site merchant visits, and ended with lunch.
	Bill Nerwich, contractor, continues work on façade and interior of 100 McKinney Street.
	Downtown median irrigation upgrades are completed by Oak Grove Landscaping.

ECONOMIC RESTRUCTURING:

	Amy's Car Wash location has begun construction on a nail salon and Laundromat. Owner is Long Lekim.
	Information on downtown properties for sale/lease provided to two requestors this month.
18	Manager attends Chamber breakfast networking event at Mr. Jim's Pizza
	Farmersville has a new, permanent postmaster: Cedric Oliver
18	Downtown Merchants meeting, hosted by Sarah Jackson-Butler and Diane Jackson at Shop WagJack. A

	representative from the Senior Center (which is in Main Street district) was in attendance.
	Big Tacos Restaurant has opened at 124 McKinney Street. They are open for breakfast, lunch and dinner and have a large room which can be rented for special events. They also have locations in Princeton and McKinney. Rocio Nunez is the business owner.
	Shop WagJack has opened at 206 McKinney Street. Sarah Jackson-Butler is the store owner, who carries antique furniture and home furnishings.
20	Tammy Fording held a successful "Men's Night Out" at her new restaurant, Ellee's Eatery and Antiques at 106 McKinney Street.

Volunteer hours for July: 85



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: INFORMATIONAL ITEM – Building & Property Standards Minutes

- An Order of Abatement was filed through the Building and Property Standards for property located at 309 Haislip. To view the Order, please see the City Secretary.

Electronic minutes are found at the following link:

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

FARMERSVILLE BUILDING AND PROPERTY STANDARDS COMMISSION
MEETING MINUTES
JULY 11, 2013

The Farmersville Building and Property Standards Commission met in a special called session on July 11, 2013 at 6:00 p.m. in the Council Chambers at City Hall with the following members present: Andrew Washam, Autumn Barton, Rafiq Huddleston, Patti Ford and Leaca Caspari. Staff members present were Code Enforcement Officer Karen Dixon, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison Michael Carr was not present.

CALL TO ORDER, ROLL CALL

Chairman Leaca Caspari called the meeting to order. City Secretary Edie Sims called the roll and announced a quorum was present. Edie Sims presented the invocation and the Pledge of Allegiance.

ORGANIZAE THE BOARD BY APPOINTING CHAIRMAN, VICE CHAIRMAN AND SECRETARY

Patti Ford nominated and motioned Leaca Caspari as Chairman. Autumn Barton seconded the motion. Motion carried unanimously.

Rafiq Huddleston nominated and motioned Autumn Barton as Vice Chairman. Patti Ford seconded the motion. Motion carried unanimously.

Autumn Barton nominated and motioned Rafiq Huddleston as Secretary with Patti Ford seconding the motion. Motion carried unanimously.

CONSIDER, DISCUSS AND ACT UPON A VIOLATIONS OF CHAPTER 4, SECTION 4.110 OF THE CITY'S CODE OF ORDINANCES REGARDING THE PROPERTY AND STRUCTURE(S) SITUATED AT 309 HAISLIP STREET, BLOCK 5, LOT 1, HAISLIP FOWLER REPLAT, PROPERTY ID 2526991 – COLLIN DEED RECORDS 2005-0132231

Chairman Leaca Caspari opened this topic as a Public Hearing at 6:07pm. Code Enforcement Officer Karen Dixon came before the Commission stating she has made 12 attempts to contact the property owners, including utilizing Certified Mail. With no contact being made, Ms. Dixon has presented this property to the Board for the next phase to have this property discussed.

Ron Rimmer with Bureau Veritas came before the Commission as he is the Housing Inspector for Bureau Veritas. Although he personally did not inspect the home, he has reviewed the previous Inspector's notes and confirmed the property is in need of demolition. Mr. Rimmer performed a follow-up inspection the date of this meeting and found the house in not inhabitable and is not a candidate for any restorations. There is a great deal of decay and mold making the structure very unsafe. The floor is sitting on the ground with no foundation to support the structure.

Ms. Dixon stated she began contacting the property owners of the condition of this structure in 2011. The owners did not respond by signing for their certified mailings. To date, the property owners have not responded to Ms. Dixon's attempts to communicate with them.

Leaca Caspari asked if there are issues with filing a lien on the property. City Attorney Alan Lathrom indicated if the property were sold at auction, the City's lien

would be a high priority; however property taxes come first, then any funds left can be applied to liens.

Autumn Barton asked what risks the structure actually poses to the community. Ms. Dixon stated an abandoned structure allows vagrants and vermin to inhabit the structure. The structure components as they exist could cause someone injury. Ms. Dixon also stated that children are naturally curious and there are a lot of children in this neighborhood. Ms. Caspari asked if the City has received input from the neighborhood with Ms. Dixon stating this is how the complaint originated. The residence has not been occupied since 2007.

Chairman Caspari closed the Public Hearing at 6:15pm. Ms. Caspari stated the Commission has several options: 1) fine the property owner – this tactic will not be helpful to the situation; 2) contact the property owner one more time and offer time to demolish or rehabilitate; or 3) Offer time to develop a plan. 4) Begin demolition proceedings.

City Attorney Alan Lathrom stated it was standard to afford 30 days to obtain permits and 90 days to demolish. If the property owner takes no action, this gives the City the ability to demolish. An order must be prepared and filed with the Collin County Deed Records.

Autumn Barton motioned to offer 30 days to the property owner to obtain permits for rehabilitation and 90 days for demolition. If the property owner does not obtain a permit within 30 days, on the 31st day the City may begin the process for demolition. If the property owner does obtain permits within 30 days, the owner has 90 days to bring the property to proper standard living conditions. Ms. Barton completed her motion by adding to have the building secured as it poses a threat to the public since the structure is substandard. Patti Ford seconded the motion. Motion carried unanimously.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

- No items are presented for future agendas. This agenda item is to be removed from further agendas as this Board relies on cases presented by the Code Enforcement Officer for action only.

ADJOURNMENT

The Building and Property Standards Commission adjourned at 6:25pm.

APPROVED

Leaca Caspari, Chairman

ATTEST

Rafiq Huddleston, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: INFORMATIONAL ITEM – TIRZ Minutes

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

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.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: INFORMATIONAL ITEM – Farmersville Public Housing Authority Report

- The Public Housing Authority did not meet during the month of July.
- Agenda for the August meeting is included for review.

AGENDA
TEXOMA HOUSING PARTNERS
BOARD MEETING
Wednesday – August 14, 2013 – 5:30 P.M.
Bonham Housing Authority Offices
810 W. 16th, Bonham, Texas

A. Call to Order and Declaration of a Quorum

B. Invocation and Pledges

C. Approval of Minutes: Approve Meeting Minutes for June 2013 Page #1

D. Public Housing Director's Report

E. Consent

All items on Consent Agenda are considered to be routine by the Texoma Housing Partners' Board and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a citizen so requests, in which event, these items will be removed from the general order to business and considered in normal sequence.

1. May, June and July 2013 Liabilities: Authorize the Secretary/Treasurer to make payments in the amounts as listed.

Terrell Culbertson, Finance Director

Page #2

F. Action

1. THP Audit Report for fiscal year ended 03/31/2013: Accept THP's Audit Report for Fiscal Year ended 03/31/2013, authorize payment to the audit firm in accordance with the terms of the engagement letter and authorize distribution of the report to HUD. Page #26

2. Deer Run Apartment Complex, Trenton, Texas: Authorize purchase of Deer Run Apartment Complex in Trenton, Texas.

Allison Minton, Client Services Director

Page #27

3. THP FYE 2013 Budget Status Update: Accept recommendation, if any, regarding THP FYE 2013 budget.

Terrell Culbertson, Finance Director

Page #37

G. Citizens to be Heard

H. Adjourn

Persons with disabilities who plan to attend this meeting who may need auxiliary aids or services are requested to contact Susan Ensley at (903) 583-3336 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted at the Bonham Housing Authority offices in a place readily accessible to the general public and made available to the City Halls in the Texoma Housing Partners' cities on August 8, 2013.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: INFORMATIONAL ITEM – North Texas Municipal Water District Board Agenda

The agenda for the last meeting is attached.



NORTH TEXAS MUNICIPAL WATER DISTRICT

**505 E. Brown Street • Wylie, Texas 75098
(972) 442-5405 – Phone • (972) 295-6440 – Fax**

**BOARD OF DIRECTORS
REGULAR MEETING
THURSDAY, JULY 25, 2013
4:00 P.M.**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of North Texas Municipal Water District will hold a regular meeting, open to the public, on Thursday, July 25, 2013, at 4:00 p.m., at the North Texas Municipal Water District offices, 505 E. Brown Street, Wylie, Texas.

The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); or discussing security personnel or devices (Section 551.076). If the Board of Directors determines to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.

AGENDA¹

- I. INVOCATION – DIRECTOR JIM MELLODY
- II. ROLL CALL
- III. RECOGNITION OF GUESTS
 - A. Registered Guests
- IV. PUBLIC COMMENTS

The Board of Directors allows individuals to speak to the Board. Prior to the meeting, speakers must complete and submit a "Public Comment Registration Form." The time limit is five (5) minutes per speaker, not to exceed a total of thirty (30) minutes for all speakers. The Board may not discuss these items, but may respond with factual or policy information.

¹ Persons with disabilities who plan to attend the NTMWD Board of Directors meeting and who may need auxiliary aids or services are requested to contact John Montgomery in the NTMWD Administrative Offices at (972) 442-5405 as soon as possible. All reasonable efforts will be taken to make the appropriate arrangements.

V. ADMINISTRATION OF OATH OF OFFICE

VI. CONSENT AGENDA ITEMS

The Consent Agenda allows the Board of Directors to approve all routine, noncontroversial items with a single motion, without the need for discussion by the entire Board. Any item may be removed from consent and considered individually upon request of a Board member.

- A. Consider Approval of Board of Directors Meeting Minutes – June 27, 2013
(Please refer to Consent Agenda Item No. 13-07-01)
- B. Consider Authorizing Change Order No. 1 and Authorization to Make Final Payment on Project No. 272, South Mesquite Creek Regional Wastewater Treatment Plant Road Improvements
(Please refer to Consent Agenda Item No. 13-07-02)
- C. Consider Authorizing Change Order No. 1 and Authorization to Make Final Payment on Project No. 255, Forney Mustang Creek Force Main (Line B)
(Please refer to Consent Agenda Item No. 13-07-03)
- D. Consider Authorizing Additional Engineering Services on Project No. 293, Bonham Water Treatment Plant Sludge Lagoon Improvements
(Please refer to Consent Agenda Item No. 13-07-04)
- E. Consider Authorizing Additional Engineering Services on Project No. 227, Upper White Rock Creek Lift Station Improvements and Parallel Force Main
(Please refer to Consent Agenda Item No. 13-07-05)
- F. Consider Authorizing Execution of Engineering Services Agreement on Project No. 334, Indian Creek/Preston Road Force Main Surge Analysis
(Please refer to Consent Agenda Item No. 13-07-06)
- G. Consider Authorizing Change Order No. 1 and Authorization to Make Final Payment on Project No. 231, High Service Pump Station 2-2 and 2-3 HVAC for Electrical Room
(Please refer to Consent Agenda Item No. 13-07-07)

VII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consider Authorizing Execution of Engineering Services Agreement on Project No. 252, Stewart Creek West Wastewater Treatment Plant Expansion to 10 MGD Final Design
(Please refer to Administrative Memorandum No. 4015)
- B. Consider Authorizing Award of Construction Contract on Project No. 233, 121 Regional Disposal Facility Fleet Maintenance Weld Services Building
Please refer to Administrative Memorandum No. 4016)

- C. Consider Authorizing Change Order No. 19 on Project No. 153, Water Treatment Plants I, II, III, and IV Ozonation
(Please refer to Administrative Memorandum No. 4017)
- D. Consider Authorizing Award of Construction Contract on Project No. 255, Forney Lift Station Improvements
(Please refer to Administrative Memorandum No. 4018)
- E. Consider Authorizing Execution of Engineering Services Agreement on Project No. 301, NTMWD Administration Building Structural Repairs, Building Renovations, and Building Additions
(Please refer to Administrative Memorandum No. 4019)
- F. Consider Authorizing Change Order No. 2 on Project No. 222, Rowlett Creek Regional Wastewater Treatment Plant 2011 Improvements
(Please refer to Administrative Memorandum No. 4020)
- G. Consider Authorizing Award of Construction Contract on Project No. 276, Wylie Water Treatment Plant Finished Water Reservoir and Flow Metering Improvements
(Please refer to Administrative Memorandum No. 4021)
- H. Consider Authorizing Execution of Engineering Services Agreement on Project No. 335, 121 Site Facility Water Transmission Pipeline Relocation at State Highway 121
(Please refer to Administrative Memorandum No. 4022)
- I. Consider Authorizing Change Order No. 2 on Project No. 258, NTMWD Waterline Relocations Along SH 78 from Kreymer Lane in Wylie to FM 6 in Lavon, 24-Inch Pipeline
(Please refer to Administrative Memorandum No. 4023)
- J. Consider Authorizing Execution of Engineering Services Agreement on Lavon Lake Raw Water Pump Stations Intake Channel Improvements Preliminary Engineering
(Please refer to Administrative Memorandum No. 4024)
- K. Consider Authorizing Change Order No. 2 on Project No. 128, Lake Texoma Pump Station Modifications
(Please refer to Administrative Memorandum No. 4025)
- L. Consider Authorizing Ratification of Purchase of Permanent Flowage and Flood Easement, Project No. 120, Lower Bois d'Arc Creek Reservoir
(Please refer to Administrative Memorandum No. 4026)

VIII. DISCUSSION ITEMS

- A. Discuss Water Supply Update

- B. Update on Special Purpose Committee Meeting to Recommend Nominee to Replace Executive Director

IX. ADJOURNMENT

**NEXT REGULAR MEETING OF BOARD, THURSDAY, AUGUST 22, 2013, AT 4:00 P.M.
IN THE ADMINISTRATIVE OFFICES, WYLIE, TEXAS**



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: August 13, 2013

SUBJECT: First Reading – Consider, discuss and act upon an ordinance amending Chapter 77, "Zoning," of the Code of Ordinances of the City of Farmersville, Article III, "New Types Of Land Use; Districts", Section 77-138, "Specific Use Permits"

- An ordinance is attached for review.

ACTION: Approve or disapprove the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2013-0827-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 77, "ZONING," THROUGH THE AMENDMENT OF ARTICLE III "NEW TYPES OF LAND USE; DISTRICTS," BY DELETING EXISTING SECTION 77-138, "SPECIFIC USE PERMITS," IN ITS ENTIRETY AND REPLACING SECTION 77-138 WITH A NEW SECTION 77-138 THAT IS ALSO ENTITLED "SPECIFIC USE PERMITS"; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville adopted Ordinance No. 2004-01 establishing a Comprehensive Zoning Ordinance ("Zoning Ordinance") on February 10, 2004, in accordance with the requirements of the Texas Zoning Enabling Act, Texas Local Government Code Chapter 211; and

WHEREAS, the City desires to amend the provision regarding the consideration and granting of Specific Use Permits for certain uses identified in the Use Charts to the Zoning Ordinance as being permitted within a particular zoning classification upon the approval of a Specific Use Permit by the City Council of the City of Farmersville, Texas; and

WHEREAS, after notice and public hearing the Planning and Zoning Commission has recommended approval of the text amendment regarding Specific Use Permits to the City Council; and,

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

WHEREAS, the City Council of the City of Farmersville, after notice and public hearing as required by law and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission 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, the text amendment to the Zoning Ordinance regarding Specific Use Permits described herein is hereby adopted and the Zoning Ordinance is hereby amended to reflect the adoption of such changes in all things; **NOW, THEREFORE**,

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

SECTION 1. INCORPORATION OF FINDINGS

All of the above premises are hereby 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 and made a part hereof for all purposes allowed by law as if fully set forth herein.

SECTION 2. AMENDMENT OF CHAPTER 77, "ZONING," THROUGH THE AMENDMENT OF ARTICLE III "NEW TYPES OF LAND USE; DISTRICTS," BY DELETING EXISTING SECTION 77-138, "SPECIFIC USE PERMITS," IN ITS ENTIRETY AND REPLACING SECTION 77-138 WITH A NEW SECTION 77-138 THAT IS ALSO ENTITLED "SPECIFIC USE PERMITS."

From and after the effective date of this Ordinance, Chapter 77, "Zoning," is amended through the amendment of Article III "New Types of Land Use; Districts," by deleting existing Section 77-138, "Specific Use Permits," in its entirety and replacing Section 77-138 with a new Section 77-138 that is also entitled "Specific Use Permits" to read as follows:

"Sec. 77-138. Specific Use Permits.

The City Council by an affirmative vote may, after public hearing and proper notice to all parties affected, and after recommendations from the Planning and Zoning Commission that the use is in general conformance with the Comprehensive Plan of the City and containing such requirements and safeguards as are necessary to protect adjoining property, authorize the granting of a Specific Use Permit for those uses indicated by "S" in the schedule of uses to this Zoning Ordinance, according to the following criteria:

- (1) An application for a Specific Use Permit shall be accompanied by a plan drawn to scale and showing the general arrangement of the project, together with essential requirements such as off-street parking facilities; size, height, construction materials, and locations of buildings; the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening such as walls, plantings, and fences; and the relationship of the intended use to all existing properties and land uses in all directions (the "Plan"). A Specific Use Permit that will require the construction of a new structure shall be accompanied by said Plan. A Plan may not be required if a Specific Use Permit is applied for that will locate in an existing structure, if the City Manager or his designee determines that the existing site adequately addresses the above

elements and a Plan is not necessary to evaluate the Specific Use Permit.

- (2) In recommending that a Specific Use Permit for the premises under consideration be granted, the Planning and Zoning Commission shall determine that such uses are harmonious with and adaptable to building structures and uses of abutting property and other property within 200 feet of the premises under consideration, and shall make recommendations regarding the adequacy of the streets, alleys and sidewalks abutting and adjacent to the proposed use (subject to the City's Subdivisions Ordinance), means of ingress and egress from and to public streets, provisions for drainage, adequate off-street parking, protective screening and open space, heights of structures, and whether the building is compatible for the use under consideration.
- (3) Every Specific Use Permit granted under these provisions shall be considered as an amendment to the Zoning Ordinance and shall remain applicable to the property so long as all conditions imposed at the time of granting said permit continue to be met and no substantive change in the use of the property occurs. In the event the building, premises, or land use under the Specific Use Permit is voluntarily vacated for a period in excess of 180 days, the use of the same shall thereafter conform to the regulations of the original zoning district of such property unless a new and separate Specific Use Permit is granted for continuation of the same.
- (4) In granting a Specific Use Permit, the City Council may impose conditions that shall be complied with by the owner or grantee before a certificate of occupancy may be issued by the City for use of the building on such property pursuant to such Specific Use Permit. Such conditions are not precedent to the granting of a Specific Use Permit, but shall be construed as conditions precedent to the granting of the certificate of occupancy.
- (5) No Specific Use Permit shall be granted unless the applicant, owner, and grantee of the Specific Use Permit shall be willing to accept and agree to be bound by and comply with the written requirements of the Specific Use Permit, as attached to the site plan drawings and approved by the City Council.
- (6) A building permit shall be applied for and secured within six months from the time of granting the Specific Use Permit; provided, however, that the City Council may authorize an extension of this time upon recommendation by the Planning and Zoning Commission, except in the case of a private street development, which shall have no limit

regarding the application and securing of a building permit. If a building permit has not been secured within six months from the time of granting the Specific Use Permit, or if a building permit has been issued but subsequently allowed to lapse, a City-initiated zoning change will be placed on the agenda of the Planning and Zoning Commission and City Council to consider the revocation of the Specific Use Permit.

- (7) No building, premises, or land used under a Specific Use Permit may be enlarged, modified, structurally altered, or otherwise changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alterations, or change.
- (8) The board of adjustment shall not have jurisdiction to hear, review, reverse, or modify any decision, determination, or ruling with respect to the granting, extension, revocation, modification or any other action taken relating to such Specific Use Permit.
- (9) When the City Council authorizes granting of a Specific Use Permit, the official zoning district map shall be amended according to its legend to indicate that the affected area has conditions and limited uses, said amendment to indicate the appropriate zoning district for the approved use and suffixed by an "S" designation.
- (10) A Specific Use Permit issued by the City shall be transferable from one owner or owners of the subject property to a new owner or occupant of the subject property, and Subsection (5) of this Section shall be applicable to the new owner or occupant of the property. However, a Specific Use Permit issued for a private club shall not be considered a property right but a personal privilege of the permit holder in accordance with the Texas Alcoholic Beverage Code, and thus shall not be transferable or assignable from one owner or owners of the permitted property to a new owner or occupant of the permitted property."

SECTION 3. PENALTY

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 4. 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 5. 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 6. PUBLICATION

The City Secretary of the City of Farmersville is hereby directed to publish in the Official Newspaper of the City of Farmersville the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 7. ENGROSSMENT AND ENROLLMENT

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

SECTION 8. 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 9. 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 on the ____ day of _____, 2013, and second reading on the ____ day of _____, 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 ____ day of _____, 2013.

APPROVED:

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

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: August 13, 2013

SUBJECT: Discuss and consider proposed tax rate, set two public hearing dates for the tax rate, and direct staff in the preparation of an ordinance for the establishment of the selected rate

- An amended Planning Calendar is attached for review.
- Property Tax Rate calculation sheet is attached for review.

ACTION: Set the two required public hearing dates for the tax rate and direct staff to prepare an ordinance for the selected tax rate.

2013 PLANNING CALENDAR

NAME OF CITY:

Farmersville

April - May	Mailing of "Notices of Appraised Value" by Chief Appraiser.
May 15, 2013	Deadline for submitting Appraisal Records to ARB.
July 20 (Sept. 2)	Deadline for ARB to approve Appraisal Records.
July 25, 2013	Deadline for Chief Appraiser to certify Appraisal Rolls to each Taxing Unit.
	Certification of anticipated collection rate by collector.
	Calculation of Effective and Rollback Tax Rates
	Publication of Effective and Rollback Tax Rates, statement and schedules; submission governing body.
08/09/13	72 Hour Notice for meeting (Open Meeting Notice.)
08/13/13	Meeting of Governing Body to Discuss Tax Rates; If proposed tax rate will exceed the Rollback Rate or the Effective Tax Rate (whichever is lower), take record vote and schedule Public Hearing.
08/01/2013 (8/14/2013)	"Notice of Public Hearing on Tax Increase" is the first quarter-page notice in newspaper, on TV and Website, if available, published at least seven (7) days before Public Hearing.
08/09/2013 (8/23/2013)	72 Hour Notice for Public Hearing (Open Meeting Notice.)
08/13/2013 (8/27/2013)	First Public Hearing
08/23/2013 (8/30/2013)	72 Hour Notice for Second Public Hearing (Open Meeting Notice.)
08/27/2013 (9/3/2013)	Second Public Hearing; Schedule and announce meeting to adopt Tax Rate, three to fourteen (3 - 14) days from this date.
08/29/13	"Notice of Vote on Tax Rate" * published <u>before</u> meeting to Adopt Tax Rate is the second quarter-page notice in newspaper before meeting and published on TV and Web site (if available), at least seven (7) days before meeting .
09/06/13	72 Hour Notice for meeting at which governing body will adopt Tax Rate (Open Meeting Notice.)
09/10/13	Meeting to Adopt Tax Rate. Schedule meeting three to fourteen (3 to 14) days after second Public Hearing. Taxing unit must adopt tax rate before September 30 or 60 days after receiving Certified Appraisal Roll, whichever is later.

Reminder: Allow sufficient advance notification required by the newspaper to place an add.

* S.B. 18 may be interpreted as requiring one or two notices of vote on a tax rate. Either interpretation is reasonable and advice of taxing unit legal counsel should be sought to determine which approach to take in notifying the public of the meeting at which the governing body will vote on the tax rate.

2013 Property Tax Rates in City of Farmersville

This notice concerns the 2013 property tax rates for City of Farmersville. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$694,811
Last year's debt taxes	\$323,487
Last year's total taxes	\$1,018,298
Last year's tax base	\$145,992,545
Last year's total tax rate	\$0.697500/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$1,015,293
+ This year's adjusted tax base (after subtracting value of new property)	\$149,497,387
=This year's effective tax rate	\$0.679137/\$100

(Maximum rate unless unit publishes notices and holds hearings.)

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$692,793
+ This year's adjusted tax base	\$149,497,387
=This year's effective operating rate	\$0.463415/\$100
x 1.08=this year's maximum operating rate	\$0.500488/\$100
+ This year's debt rate	\$0.224132/\$100
= This year's total rollback rate	\$0.724620/\$100

Statement of Increase/Decrease

If City of Farmersville adopts a 2013 tax rate equal to the effective tax rate of \$0.679137 per \$100 of value, taxes would increase compared to 2012 taxes by \$6,754.

Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
M&O	714,483
I&S	328,935

Schedule B - 2013 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
2005 C/O	50,000	28,905	0	78,905
2006 C/O	155,000	109,193	0	264,193
2012 Bond	55,000	32,550	0	87,550
2012 Obligaion	0	4,988	0	4,988

Total required for 2013 debt service	\$435,636
- Amount (if any) paid from Schedule A	\$97,342
- Amount (if any) paid from other resources	\$0
- Excess collections last year	\$0
= Total to be paid from taxes in 2013	\$338,294
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2013	\$0
= Total debt levy	\$338,294

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 2300 Bloomdale Rd, Ste. 2366, McKinney, TX 75071.

Name of person preparing this notice: Kenneth L. Maun

Title: Tax Assessor Collector

Date Prepared: 07/31/2013



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: Consider, discuss and act upon an agreement with Lakehaven Municipal Utility District

- Lakehaven MUD Agreement is attached for review

ACTION: Approve or disapprove the agreement as presented.

(V – B)

**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. Subject to the provisions set forth herein-below, ~~Landowner shall obtain approval and consents from all other jurisdictions as may be required by law with respect to~~ the City ~~will~~ ~~providing~~ fire protection, "first responder" services, emergency medical services, and police services (collectively referred to as "Emergency Services") to the

Lakehaven Development.¹ The City's Volunteer Fire Department shall provide fire-protection services, emergency medical services, and "first responder" services to and within the Lakehaven Development in the same manner and to the same extent as it provides and would provide said 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. With respect to ambulance services, the City participates in an interlocal cooperation agreement with Collin County whereby the City pays a percentage of the cost for ambulance service plus run fees ("Ambulance Agreement"). In the event the City's proportionate share of the cost for ambulance service and/or run fees under the Ambulance Agreement is increased to offset the impacts generated by the Lakehaven Development, the provision of ambulance service to the Lakehaven Development through such Ambulance Agreement shall be considered the provision of ambulance services by the City to Lakehaven Development and the provision of such ambulance services shall be included within the definition of "Emergency Services" as defined

¹ The Parties believe that all steps required to allow City to provide Emergency Services to Lakehaven Development have been performed. If, however, the Parties are incorrect then City shall have no obligation or responsibility to obtain any further or additional approval, consent or permission aside from cooperating with Landowner to demonstrate City's willingness to provide Emergency Services pursuant to this Agreement.

herein-above and applied herein-below. Furthermore, in the event the City, at some date in the future, provides ambulance services to the Lakehaven Development by or through some other agreement, methodology, or mechanism the provision of such ambulances services shall be included within the definition of "Emergency Services" as defined herein-above and applied herein-below. 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"). Such Deposit shall be paid to City contemporaneously with Landowner's submission of the first application for preliminary plat approval for the Property or any part, parcel, tract, or portion of the Property. 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 Emergency 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, emergency medical services, and "first responder" services will meet at least the minimum qualifications established by the FVFD with respect to the performance of fire-protection services, emergency medical services, and "first responder" 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 ~~of 500,000 gpd~~ upon final build-out ~~(the "Lakehaven Capacity")~~. The ~~Landowner has identified Treatment Plant will be located on an~~ approximately ten-acre tract ~~(the "Plant Site")~~ within the Property ~~for the construction of a wastewater treatment plant (the "Plant Site")~~.

(b) ~~The City also plans to construct a wastewater treatment facility on the Plant Site, as agreed herein below, to treat wastewater flows generated by the City and other communities in the region with which City is associated (the "City Capacity").~~

(c) ~~The Parties have agreed as further consideration for this Agreement that the City Capacity and the Lakehaven Capacity may be consolidated on the Plant Site through a common wastewater treatment plant at the specified discharge point (the "Treatment Plant") under the Discharge Permit. The design and construction of the first phase of the Treatment Plant may be initiated to serve all or part of either the City Capacity or the Lakehaven Capacity or both. However, the City Capacity will at no time limit the ability of the Landowner and/or District to treat or process wastewater flows under the Discharge Permit as demand occurs in the Lakehaven Development up to the 500,000 gpd Lakehaven Capacity at build-out. Notwithstanding the forgoing, the Lakehaven Development shall not be entitled to more capacity than that amount of capacity for which the Landowner and/or District has paid City to design and construct toward the ultimate build-out of the Lakehaven Capacity unless City has previously designed and constructed one or more phases of the Treatment Plant for City Capacity~~

uses and the City has extra capacity in one or more of such phases and City agrees to sell to Landowner and/or Developer and Landowner and/or District agrees to purchase from City any or all of City's extra capacity. It is the City's obligation, regarding the Discharge Permit, to seek and obtain such further and additional permits as may be required by the TCEQ to expand the Treatment Plant capacity beyond the currently permitted 500,000 gpd average daily flow as may be required to serve the demand of the Lakehaven Development and the City Capacity.

~~(b)(d)~~ ~~(e)~~ 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 for that portion of~~ the Treatment Plant as is necessary to serve the Lakehaven Development and the Property, whether designed and constructed in multiple phases or in one phase. It is specifically agreed and understood that such design and construction costs shall also mean and include: the clearing, grading and preparation of the Plant Site for construction; access to and from the Plant Site; the extension of necessary utilities to the Plant Site; any conditions imposed upon the Plant Site and Treatment Plant by, through and under the Discharge Permit; and, any and all other appurtenances to or arising out of or from any of the foregoing. 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. City shall pay for the complete design and all construction costs for that portion of the Treatment Plant as is necessary to serve the City Capacity, whether designed and constructed in multiple phases or in one phase.

(d) City shall enter into contracts, in accordance with the requirements of Texas law, for the design and construction of all phases of the Treatment Plant on the Plant Site. The contracts will allow the Treatment Plant will to be designed and constructed in phases, or as may otherwise be required, to provide with the minimum capacity to provide Lakehaven Development its wastewater treatment capacity, as demand therefore requires, to serve the City Capacity and the Lakehaven Capacity up to 500,000 gpd average daily flows at final build-out of as growth occurs in the Lakehaven Development. City will select a qualified individual or firm to design the Treatment Plant.

(d)(e) For each phase of the Treatment Plant that City is directed by Landowner and/or District to design and construct to serve the Lakehaven Development, and City will 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 phase of the Treatment Plant so authorized 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.

(f) (i) Following completion of the engineering design for each phase of the Treatment Plant that City is directed by Landowner and/or District to design and construct to serve the Lakehaven Development. 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~~ amounts bid for the Treatment Plant construction. Upon determination of the low responsible bidder in accordance with Texas law, and the Landowner and/or District shall pay the ~~contract~~ bid amount for the construction of the Treatment Plant to City within no more than 90 days following City's notice. Following receipt of payment from the Landowner and/or District of the bid amount, the City will award the contract to the appropriate general contractor. 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.

(d) Upon award of a contract for construction of the first phase of the Treatment Plant, whether such construction is attributable to the City Capacity or the Lakehaven Capacity. Landowner shall release the Site Deed from escrow for effect and recordation.

(e) 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, and convey the entirety of the Plant Site and that portion of the Treatment Plant designed and

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constructed to process the Lakehaven Capacity to City free and clear of any and all encumbrances. Customers within the Lakehaven Development situated on the Property shall be allocated capacity in the Treatment Plant ~~of up to~~ the maximum volume that has been designed and constructed for and/or otherwise purchased by the Landowner and/or District up to a maximum wastewater treatment flow of 500,000 gpd. ~~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.~~

(f) Landowner and District hereby agrees that ~~it-they~~ shall not object to or oppose any future expansion of or improvements to the ~~Wastewater Improvements~~ Treatment Plant which may improve the efficiency or increase the capacity of the ~~Treatment Plant~~ Wastewater Improvements.

(g) Following conveyance and dedication of the Plant Site, that portion of the Treatment Plant paid for by Landowner and/or District, and Wastewater Improvements to City (collectively the "Wastewater Facilities"), City shall be primarily responsible for the operation and maintenance of the Wastewater ~~Improvements~~ Facilities 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~~ Facilities serving the Property and will use the Wastewater ~~Improvements~~ Facilities 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~~ Facilities 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.

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

(i) 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.

(j) 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~~ Treatment Plant on and about the Plant Site.

(k) The City shall at all times have the sole right to establish the retail rates for wastewater treatment services provided through the ~~Wastewater Facilities~~ Treatment Plant. The rates charged to residents of the Lakehaven Development and the City for

retail wastewater treatment services provided through the Treatment Plant Wastewater Facilities shall not be based on any distinction between residency inside and outside either the corporate limits of the City or the Property so long as Landowner and/or District fully conform to the requirements of this Agreement.

(l) 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.

(m) 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(lm) above for such area.

(n) 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.

(o) 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

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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.

21. 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.

22. 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.

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

24. 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.

25. Ambiguities Not to Be Construed against Party Who Drafted Agreement. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

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26. 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.

27. 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 SEAL]
City Secretary

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

DRAFT

EXHIBIT "B"

Boundary Map Depicting the Approximately 471 Acre Parent Tract

DRAFT

EXHIBIT "C"

Metes and Bounds Description of the Approximately 375.9 Acre Lakehaven Development

DRAFT

EXHIBIT "D"

Boundary Map Depicting the Approximately 375.9 Acre Lakehaven Development

DRAFT

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.

EXHIBIT "B"

Boundary Map Depicting the Approximately 471 Acre Parent Tract

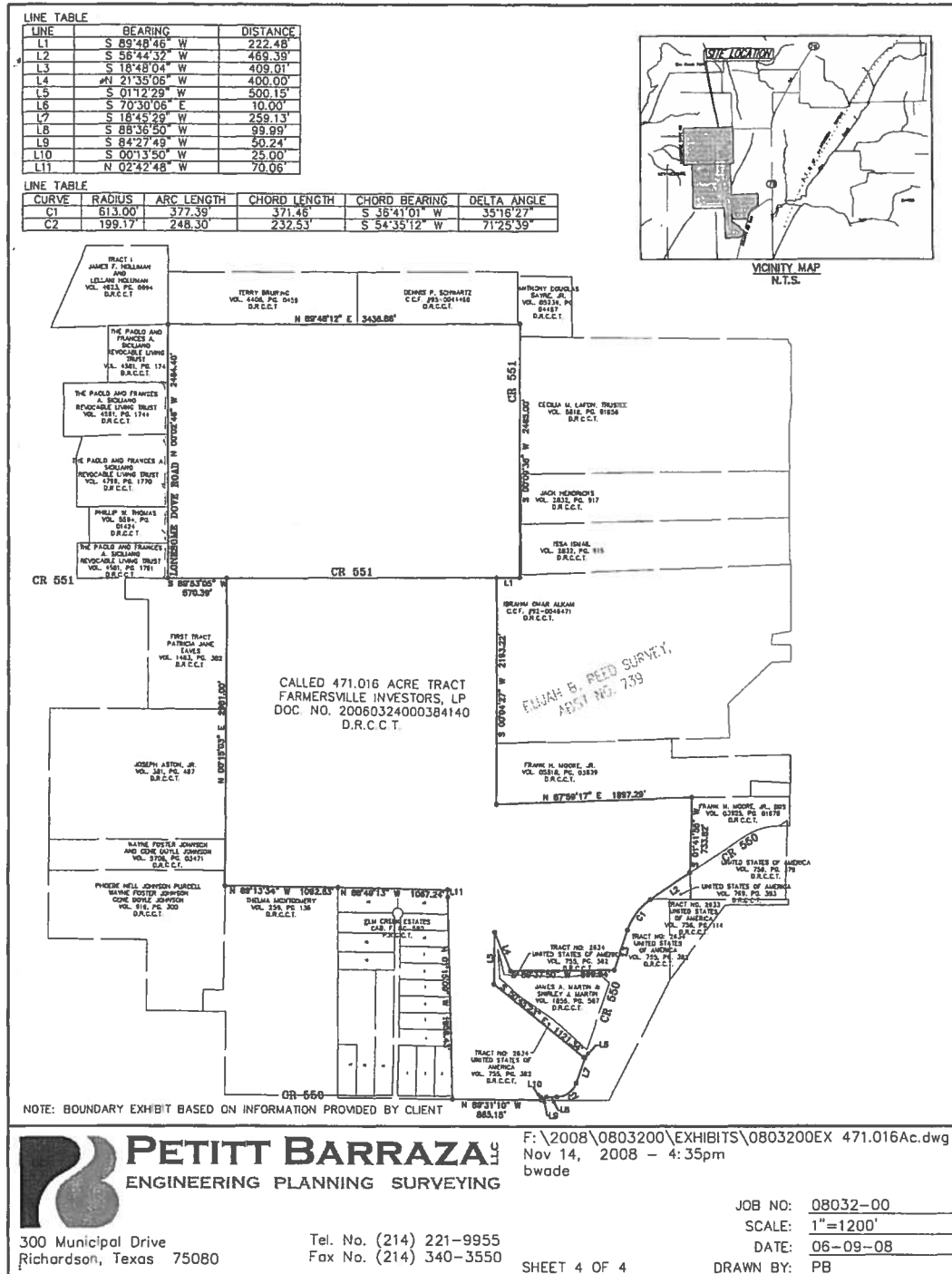


EXHIBIT "C"

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;

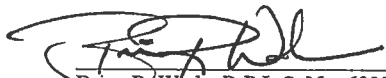
THENCE North 89 degrees 13 minutes 34 seconds West, along a south boundary of said 471.016 acre tract, a distance of 1,092.63 feet to an exterior ell corner of said 471.016 acre tract;

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.

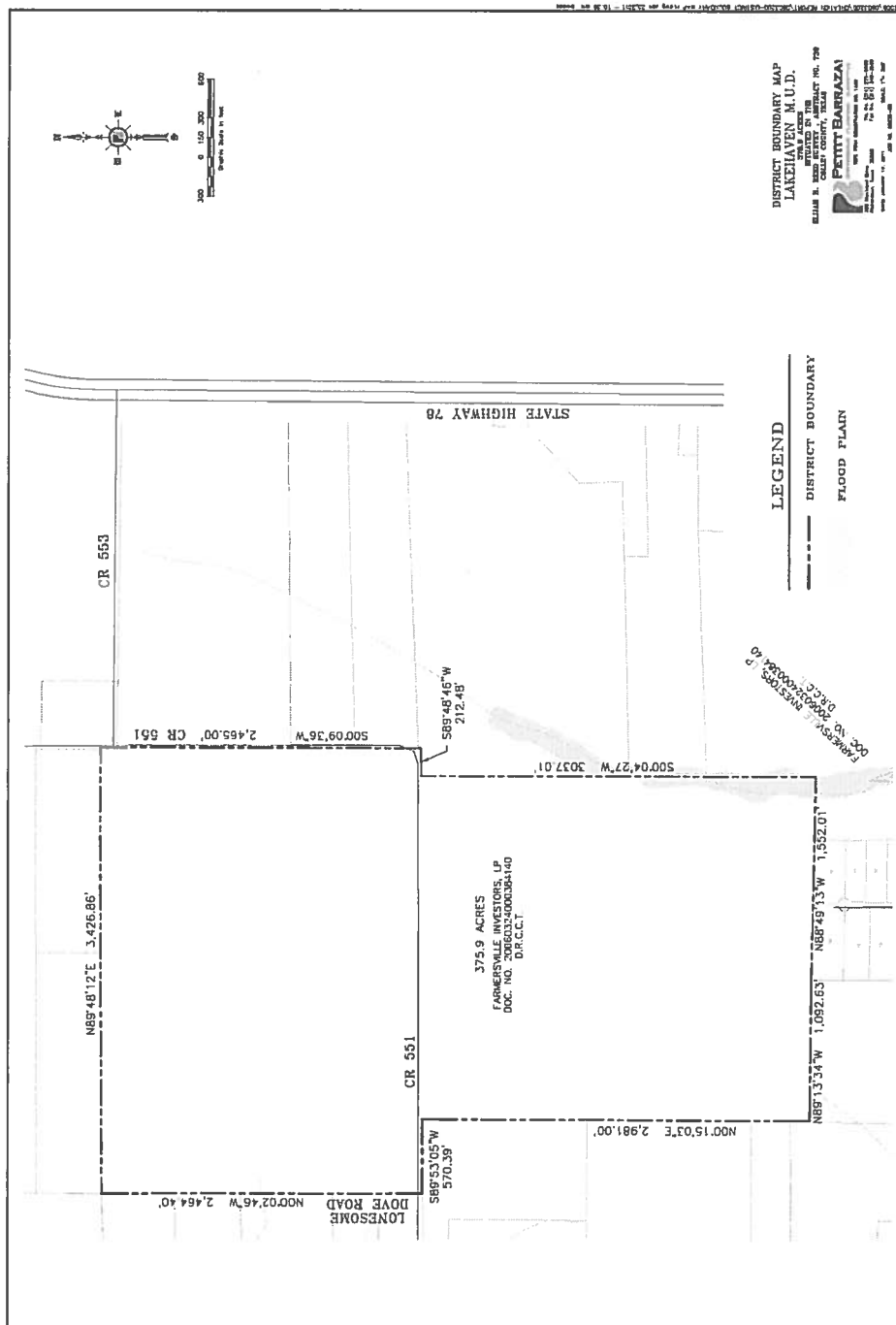

Brian R. Wade, R.P.L.S. No. 6098

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



EXHIBIT "D"

Boundary Map Depicting the Approximately 375.9 Acre Lakehaven Development





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: Consider, discuss and act upon an license agreement with the Texas Water Development Board for the use of the Water IQ service mark

- Letter and Amendment to the Texas Water Development Board Agreement is attached for review.
- The original License Agreement and the first amendment documents are included for review.

ACTION: Approve or disapprove the agreement as presented.

Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.
Austin, TX 78711-3231, www.twdb.texas.gov
Phone (512) 463-7847, Fax (512) 475-2053

July 19, 2013

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

Re: Water IQ License Agreement between the Texas Water Development Board (TWDB) and the City of Farmersville (CITY); TWDB Contract No. 1088880142, Amendment No. 2

Dear Mr. Moran:

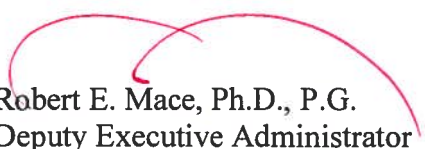
The Texas Water Development Board (TWDB) would like to thank you for using the WATER IQ service marks with your water conservation awareness efforts under a License Agreement with the TWDB and appreciates your continued interest in the "Water IQ: Know Your Water" program. Your License Agreement is due to expire on August 31, 2013.

Amendment No. 2 removes the expiration date of the contract and allows termination of the agreement by 30 days' notice by either party.

Please obtain the proper signature for each original of the amendment and return to the attention of Contract Administration at the address shown above no later than August 15, 2013. The TWDB will execute the amendments and mail one original to you for your records.

If you have any questions regarding this amendment, please contact Jim Bateman at jim.bateman@twdb.texas.gov or (512) 475-3065.

Sincerely,



Robert E. Mace, Ph.D., P.G.
Deputy Executive Administrator
Water Science & Conservation

Attachments

c: Jim Bateman, Legal Services
Holly Vierk, Conservation

Our Mission

To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas

Board Members

Billy R. Bradford Jr., Chairman
Joe M. Crutcher, Vice Chairman

Melanie Callahan, Executive Administrator

Lewis H. McMahan, Member
Edward G. Vaughan, Member

Monte Cluck, Member
F.A. "Rick" Rylander, Member

STATE OF TEXAS

TWDB Contract No. 1088880142

TRAVIS COUNTY

TEXAS WATER DEVELOPMENT BOARD

And

CITY OF FARMERSVILLE

AMENDMENT NO. 2

The above-referenced License Agreement (Agreement) made and entered on October 23, 2009 and amended on August 29, 2011, is further amended as follows:

A. 3. DEFINITIONS, 3.4 is revised as follows:

3.4 TERM means the effective period of this Agreement, which shall commence on the EFFECTIVE DATE and which shall terminate according to Section 7.1 of the Agreement.

B. 7. TERMINATION, 7.1 is revised as follows:

7.1 Either party may terminate this Agreement for any reason upon 30 days written notice.

C. 7.2 is deleted from the Agreement.

IN WITNESS WHEREOF the parties hereto cause this License Agreement to be duly executed in duplicate.

TEXAS WATER DEVELOPMENT BOARD

CITY OF FARMERSVILLE

Robert E. Mace, Ph.D., P.G
Deputy Executive Administrator
Water Science and Conservation

Benjamin L. White
City Manager

Date: _____

Date: _____

STATE OF TEXAS

TWDB Contract No. 1088880142

TRAVIS COUNTY

TEXAS WATER DEVELOPMENT BOARD

And

CITY OF FARMERSVILLE

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C. 7.2 is deleted from the Agreement.

IN WITNESS WHEREOF the parties hereto cause this License Agreement to be duly executed in duplicate.

TEXAS WATER DEVELOPMENT BOARD

CITY OF FARMERSVILLE

Robert E. Mace, Ph.D., P.G
Deputy Executive Administrator
Water Science and Conservation

Benjamin L. White
City Manager

Date: _____

Date: _____

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered between the parties hereto, who agree as follows in consideration of the mutual promises contained herein:

1. PARTIES

1.1 The Texas Water Development Board (hereinafter "LICENSOR") is an agency of the State of Texas, pursuant to Tex. Water Code §6.011, located at 1700 N. Congress Avenue, P.O. Box 13231, Austin, Texas 78711-3231.

1.2 The City of Farmersville (hereinafter "LICENSEE") is a political subdivision of the State of Texas, having an address of 205 South Main Street, Farmersville, Texas 75442.

1.3 The LICENSOR and LICENSEE are the parties to this Agreement.

2. BACKGROUND

2.1 LICENSOR owns rights in the LICENSED MARKS identified in Attachment A hereto.

2.2 LICENSEE recognizes the goodwill appurtenant to use and/or ownership of the names and LICENSED MARKS and desires to obtain a license to utilize such LICENSED MARKS.

2.3 LICENSOR is willing to grant such a license under the terms and conditions of this Agreement.

3. DEFINITIONS

3.1 LICENSED MARKS means those names and marks identified in Attachment A.

3.2 LICENSED GOODS and/or LICENSED SERVICES means those goods and services used with the specified LICENSED MARKS, which are licensed for non-commercial purposes in

conjunction with programs and related promotional items promoting public awareness of the need for conservation of water under the terms of this Agreement.

3.3 TERRITORY means the United States of America.

3.4 EFFECTIVE DATE means the date of execution of this Agreement by both parties.

3.5 SELL, SOLD, or SALE means that a LICENSED GOOD or LICENSED SERVICE is transferred, shipped, distributed, paid for, provided, or billed or invoiced (whichever occurs first).

3.6 TERM means the effective period of this Agreement, which shall commence on the EFFECTIVE DATE and which shall terminate, unless sooner terminated pursuant to the provisions of this Agreement, on August 31, 2011.

3.7 QUALITY means an acceptable level of quality to LICENSOR. QUALITY for LICENSED GOODS and/or LICENSED SERVICES is more specifically defined in paragraph 11.1 hereof.

3.8 CONTRACT YEAR means the consecutive twelve month period commencing each September 1 and terminating the following August 31, except that the first CONTRACT YEAR may be less than twelve months, commencing on the EFFECTIVE DATE and terminating the next August 31.

4. LICENSE GRANT

4.1 Subject to the terms and conditions of this Agreement, LICENSOR grants to LICENSEE the non-exclusive right and license to utilize the LICENSED MARKS for non-commercial purposes in conjunction with programs and related LICENSED GOOD or LICENSED SERVICE promoting public awareness of the need for conservation of water in the TERRITORY solely on and in connection with the specified LICENSED GOODS and SERVICES of QUALITY during the TERM hereof. Although this grant is for noncommercial purposes, LICENSEE may charge

the fees necessary to recover its reasonable costs of producing LICENSED GOODS and SERVICES, but LICENSEE is not authorized to SELL the LICENSED GOODS and SERVICES or recover its costs in a manner resulting in a profit to the LICENSEE.

5. WAIVER OF COMPENSATION

5.1 Pursuant to Texas Water Code §6.197(4), LICENSOR waives the right to compensation under this Agreement and has determined that such waiver will: (1) further the goal or mission of the Texas Water Development Board in promoting public awareness of the need for water conservation; and (2) result in a net benefit to the State of Texas.

6. STATEMENTS AND BOOKS OF ACCOUNT

6.1 LICENSEE shall submit annual statements to LICENSOR cataloguing and providing examples of all uses of the LICENSED MARKS during each CONTRACT YEAR. Such statements shall be submitted to LICENSOR within thirty (30) days after the end of each CONTRACT YEAR.

6.2 LICENSEE agrees to keep accurate books of account and records covering all transactions relating to the LICENSED GOODS and SERVICES. LICENSOR'S authorized representative shall have the right at all reasonable hours of the day at LICENSEE'S usual place of business, upon ten (10) days' notice, to examine and copy said books of account and records and all other documents and material in the possession or under the control of LICENSEE, insofar as they relate to the LICENSED GOODS and SERVICES, in order to determine the accuracy of the statements delivered by LICENSEE to LICENSOR. All such books of account and records shall be kept available during the TERM of this license and for at least one year thereafter.

6.3 Subject to the limitations contained herein, LICENSEE shall allow the Texas State Auditor's Office to examine the LICENSEE's books and records relating to this LICENSE and

LICENSEE will cooperate fully with any request by the Texas State Auditor's Office to examine such books and records upon their request.

7. TERMINATION

7.1 LICENSOR may terminate this Agreement for any reason upon 30 days written notice to LICENSEE.

7.2 Unless sooner terminated pursuant to paragraph 7.1, this Agreement shall expire at the end of the TERM described in paragraph 3.6 above.

8. EFFECT OF EXPIRATION OR TERMINATION

8.1 Upon expiration or termination of this Agreement, all rights granted to LICENSEE hereunder shall cease, and LICENSEE and its clients and customers will refrain from further use of the LICENSED MARKS, or any mark or name reasonably deemed by LICENSOR to be similar to the LICENSED MARKS, in connection with the manufacture, sale, distribution, or promotion of goods or services. LICENSEE acknowledges that failure to comply with this provision will result in immediate and irreparable harm affording injunctive and any and all other appropriate relief to LICENSOR.

8.2 Upon expiration or termination of this Agreement, LICENSEE shall not operate in any manner that suggests to the public that this Agreement is still in force or that any relationship involving the LICENSED MARKS exists between LICENSEE and LICENSOR. LICENSEE shall have the right, after expiration or termination of this Agreement, to ship and distribute those LICENSED GOODS of QUALITY which were manufactured and in LICENSEE'S inventory prior to expiration or termination, provided that no such LICENSED GOODS shall be shipped more than one hundred twenty (120) days after the date of expiration or termination.

9. PERSONAL LICENSE

9.1 The license granted to LICENSEE is personal, and no rights hereunder may be transferred by LICENSEE without the express written approval of LICENSOR. LICENSEE shall immediately notify LICENSOR of any change or proposed change in ownership or control of LICENSEE during the TERM hereof.

9.2 LICENSEE shall grant no sublicenses concerning the LICENSED MARKS.

10. GOODWILL IN LICENSED MARKS

10.1 LICENSEE agrees that the essence of this Agreement is founded on the goodwill associated with the LICENSED MARKS and the value of that goodwill in the minds of the consuming public. LICENSEE agrees that it is critical that such goodwill be protected and enhanced and, toward this end, LICENSEE shall abide by the "Texas Water Development Board Service Mark Usage Guidelines" attached hereto as Attachment B and shall not, during the TERM or thereafter:

- (a) attack the title or any rights of LICENSOR in or to the LICENSED MARKS;
- (b) apply to register or maintain any application or registration of the LICENSED MARKS or any other name or mark confusingly similar thereto in any jurisdiction, domestic or foreign;
- (c) use any colorable imitation of any of the LICENSED MARKS, or any variant form (including variant design forms, logos, colors, or typestyles) of the LICENSED MARKS not specifically approved in writing by LICENSOR;
- (d) misuse the LICENSED MARKS or use the LICENSED MARKS in any manner that is inconsistent with this Agreement;
- (e) take any action that would bring the LICENSED MARKS into public disrepute;
- (f) use the LICENSED MARKS, or any mark or name confusingly similar thereto, in its corporate or trade name without the express written consent of LICENSOR; or

(g) take any action that would tend to destroy or diminish the goodwill in the LICENSED MARKS.

10.2 All use by LICENSEE of the LICENSED MARKS inures to the benefit of LICENSOR.

10.3 In order to facilitate enhanced protection by registration of the LICENSED MARKS, LICENSEE agrees, if requested, to provide LICENSOR, after decision by LICENSEE to offer goods or services under a particular LICENSED MARK, within one (1) month after request in writing by LICENSOR, one (1) original of each label, tag, container, and advertising or promotional piece bearing a LICENSED MARK (or, if the LICENSED MARK does not appear on a label or tag, one (1) copy of a photograph showing appearance of the LICENSED MARK on the proposed LICENSED GOOD or SERVICE).

The items shall be delivered to LICENSOR by faxing, emailing, mailing or shipping, postage or shipping costs prepaid, to:

Water Science and Conservation
Texas Water Development Board
P.O. Box 13231
Austin, Texas 78711-3231

10.4 LICENSEE agrees to cooperate fully with LICENSOR in securing and maintaining the goodwill of LICENSOR in the LICENSED MARKS.

11. QUALITY CONTROL; PACKAGING AND ADVERTISING APPROVAL

11.1 All LICENSED GOODS and SERVICES shall be QUALITY goods and services. LICENSEE acknowledges that if LICENSED GOODS and SERVICES manufactured and distributed by it were of inferior quality in design, material or workmanship, the substantial goodwill which LICENSOR possesses in the MARKS would be impaired. Accordingly, LICENSEE agrees that all LICENSED GOODS and SERVICES shall be of QUALITY and LICENSEE shall attempt to ensure

the LICENSED GOODS and SERVICES are of high quality. LICENSOR shall have the right through its employee(s) or designated representative(s) during normal business hours to inspect the facilities and product inventory of LICENSEE to assure itself that QUALITY is being maintained at all times.

11.2 LICENSEE agrees and acknowledges that LICENSOR has the right, ability and authority to control all uses of the LICENSED MARKS. If requested by LICENSOR, LICENSEE shall furnish goods, packaging and promotional materials and any other goods or services in conjunction with which the LICENSED MARKS are used to LICENSOR in accordance with paragraph 10.3.

12. MARKING

LICENSEE agrees that it will designate the LICENSED GOODS and SERVICES, in the manner specified from time to time in writing by LICENSOR, to indicate the rights of LICENSOR in the LICENSED MARKS, including registration status of the LICENSED MARKS and that the LICENSED GOODS and SERVICES are offered pursuant to license. Unless otherwise directed in writing by the LICENSOR, the LICENSED MARKS must always be accompanied by the byline "Licensed Service Mark of the Texas Water Development Board."

13. INDEMNITY/HOLD HARMLESS

13.1 To the extent permitted by the Constitution and laws of the State of Texas, LICENSEE agrees that it is wholly responsible for all goods and services created, distributed or provided by it, including all LICENSED GOODS and SERVICES, and that LICENSOR shall have no liability for any items, including any LICENSED GOODS and SERVICES created, distributed or provided by LICENSEE.

13.2 To the extent permitted by the Constitution and laws of the State of Texas, LICENSEE indemnifies and holds harmless LICENSOR and the officers, directors, employees, heirs, attorneys, and agents thereof, from any claims, demands, causes of action, and damages, including reasonable attorney's fees, caused by or arising out of use of any LICENSED MARK or workmanship, material or design of any LICENSED GOOD, including without limitation, claims or actions for product liability and/or patent, trademark, or copyright infringement.

14. NOTICES

All notices or demands required to be made or permitted under this Agreement shall be in writing and shall be deemed served when deposited in the United States mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed as provided in paragraphs 10.3 and 1.2 of this Agreement, or to such other address as either party may from time to time designate in writing.

15. STATUS OF PARTIES

This Agreement is not intended to create, and shall not be interpreted or construed as creating, a partnership, joint venture, franchise, agency, employment, master and servant, or similar relationship between LICENSOR and LICENSEE, and no representation to the contrary shall be binding upon LICENSOR.

16. BINDING EFFECT

This Agreement shall be binding upon and inure to the mutual benefit of LICENSOR and LICENSEE and, subject to paragraph 9.1 above, their respective successors, assigns, executors, heirs, and personal representatives.

17. LAW GOVERNING

THIS AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. LICENSEE HEREBY AGREES THAT ANY ACTION ARISING OUT OF THIS AGREEMENT SHALL BE LITIGATED UNDER THE LAWS OF THE STATE OF TEXAS IN A COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS, AND LICENSEE HEREBY AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, AND SPECIFICALLY TO THE COURTS OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS, AND THAT SERVICE OF PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, SHALL BE SUFFICIENT TO CONFER IN PERSONAM JURISDICTION OVER LICENSEE.

18. MISCELLANEOUS

18.1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements between the parties, written or oral, with respect to such subject matter.

18.2 This Agreement may not be amended, modified, or rescinded except by a written agreement executed by LICENSOR and LICENSEE.

18.3 The obligations in paragraphs 8.1, 8.2, 9.2, 13.1, 13.2, and 21 will survive the expiration or any earlier termination of this Agreement.

19. REPRESENTATIONS AND WARRANTIES

LICENSOR makes no representations and gives no warranties to LICENSEE as of the EFFECTIVE DATE and throughout the TERM other than that it has the right and power to license the

LICENSED MARKS to LICENSEE for use with LICENSED GOODS and SERVICES as contemplated by this Agreement.

20. SOVEREIGN IMMUNITY

The LICENSOR does not waive sovereign immunity from suit or liability except to the extent that the Texas Tort Claims Act, Civil Practice and Remedies Code Chapter 101, applies. Nothing in this Agreement waives or relinquishes LICENSEE'S right to claim any exemptions, privileges, or immunities as may be provided by law.

21. APPLICABILITY OF TEXAS PUBLIC INFORMATION ACT

LICENSEE acknowledges that the terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of the LICENSEE prior to, contemporaneously with, or subsequent to, the execution of this Agreement are subject to the Texas Public Information Act (Government Code, Chapter 552).

EXECUTED by LICENSOR and LICENSEE in duplicate copies, each of which shall be deemed an original.

Texas Water Development Board

The City of Farmersville, Texas

By: _____
Name: _____
Date: _____

By: John M. Moran
Name: John Moran
Date: 9/30/2009

THE LICENSED MARKS ARE:

WATER IQ®





(Design Mark)

**WATER IQ®**

(Word Mark)

Texas Water Development Board Service Mark Usage Guidelines

These guidelines are intended to provide a general understanding of appropriate usage of the "WATER IQ" Service Marks and any similar or related marks owned by the Texas Water Development Board (the "Marks"). The Marks have been used for a number of years in connection with water conservation public awareness efforts of the Texas Water Development Board. The proper use of these Marks is essential in order to preserve and enhance their value. The Marks may be used only with permission from the Texas Water Development Board, and only if you adhere to the following guidelines for proper use of the Marks.

Use Complete, Unaltered Marks

Do not alter a Mark in any way. For example, it is not permissible to change the words in a Mark (including modified fonts, colors, or capitalization). Do not italicize either of the Marks.

Service Mark and Registration Symbols

Unless otherwise directed in writing by the Texas Water Development Board, use a service mark symbol (sm) for the Design Mark and a registration symbol ® for the Word Mark to indicate that each Mark is protected. The symbols should be used with the Marks in document headings but are not needed when used in a textual context in the body of a document.

Do Not Misrepresent Your Affiliation with the Texas Water Development Board

Unless otherwise directed in writing by the Texas Water Development Board, the Marks must always be accompanied by the byline "Licensed Service Mark of the Texas Water Development Board." You should avoid the appearance or implication that the Marks belong to you or your entity, or that any affiliation, sponsorship, endorsement, or other relationship exists between your entity and the Texas Water Development Board in the absence of a written agreement. If such an affiliation exists, you may so state on the material containing the Mark.

Set the WATER IQ Marks Apart from Your Other Marks

Your name, logo, and/or trademark should appear more prominently than the Marks when both are displayed on the same page, Web page, or other material. The Marks should not be displayed in close proximity to marks not owned by the Texas Water Development Board or otherwise in a manner that might imply the two marks are a single mark or somehow related, or that your entity owns any of the Marks. For example, your trademark should not immediately precede the Mark, or vice versa. No Texas Water Development Board Mark should be used as part of your company name, trademark, logo, or product or service name.

Use of Texas Water Development Board Marks in Domain Names is Prohibited

You may NOT register a domain name that includes any Texas Water Development Board Mark or name.

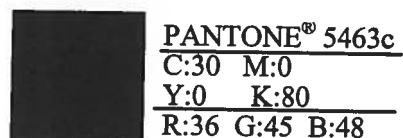
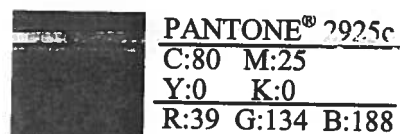
International Uses

The Texas Water Development Board authorizes use of the Marks in the United States only. Do not use any of the Marks in materials directed to foreign countries without first obtaining authorization and direction on authorized use from the Texas Water Development Board.

Official Colors, Fonts, and Configurations

The official Design Mark is shown to the right in color and black and white.

The official print colors for the Design Mark are blue PMS 2925C and black PMS 5463C. The font for the mark is Myriad Bold. To the right are the CMYK values for accurate four-color printing and RGB values for accurate broadcast colors.



Unacceptable Graphic Treatments

- Don't scale elements of the Mark independently or vertically or horizontally.
- Use colors indicated at 100 percent.
- Don't alter or recreate Mark.
- Don't make Mark smaller than 1 inch tall to maintain readability.

Black and White



Reversed



WATER IQ®

The official Word Mark is shown to the right in black and white.

AMENDED AND RESTATED
LICENSE AGREEMENT

This Amended and Restated License Agreement (“Agreement”) replaces the License agreement entered by the parties on October 23, 2009. This agreement is entered between the parties hereto, who agree as follows in consideration of the mutual promises contained herein:

1. PARTIES

1.1 The Texas Water Development Board (hereinafter “LICENSOR”) is an agency of the State of Texas, pursuant to Tex. Water Code §6.011, located at 1700 N. Congress Avenue, P.O. Box 13231, Austin, Texas 78711-3231.

1.2 The City of Farmersville (hereinafter “LICENSEE”) is a city of the State of Texas, having an address of 205 South Main Street, Farmersville, Texas 75442.

1.3 The LICENSOR and LICENSEE are the parties to this Agreement.

2. BACKGROUND

2.1 LICENSOR owns rights in the LICENSED MARKS identified in Attachment A hereto.

2.2 LICENSEE recognizes the goodwill appurtenant to use and/or ownership of the names and LICENSED MARKS and desires to obtain a license to utilize such LICENSED MARKS.

2.3 LICENSOR is willing to grant such a license under the terms and conditions of this Agreement.

3. DEFINITIONS

3.1 LICENSED MARKS means those names and marks identified in Attachment A.

3.2 LICENSED GOODS and/or LICENSED SERVICES means those goods and services used with the specified LICENSED MARKS, which are licensed for non-commercial purposes in conjunction with programs and related promotional items promoting public awareness of the need for conservation of water under the terms of this Agreement.

3.3 EFFECTIVE DATE means the date of execution of this Agreement by both parties.

3.4 TERM means the effective period of this Agreement, which shall commence on the EFFECTIVE DATE and which shall terminate, unless sooner terminated pursuant to the provisions of this Agreement, on August 31, 2013. The LICENSOR may extend the term of this Agreement at its option by written notice to LICENSEE.

4. LICENSE GRANT

4.1 Subject to the terms and conditions of this Agreement, LICENSOR grants to LICENSEE the non-exclusive right and license to use the LICENSED MARKS for non-commercial purposes in conjunction with programs and related LICENSED GOOD or LICENSED SERVICE promoting public awareness of the need for conservation of water in the United States of America solely on and in connection with the specified LICENSED GOODS and SERVICES of acceptable quality to the LICENSOR during the TERM hereof. Although this grant is for noncommercial purposes, LICENSEE may charge the fees necessary to recover its reasonable costs of producing LICENSED GOODS and SERVICES, but LICENSEE is not authorized to sell the LICENSED GOODS and SERVICES for a profit or recover its costs in a manner resulting in a profit to the LICENSEE.

5. WAIVER OF COMPENSATION

5.1 Pursuant to Texas Water Code §6.197(4), LICENSOR waives the right to compensation under this Agreement and has determined that such waiver will: (1) further the goal or mission of the Texas Water Development Board in promoting public awareness of the need for water conservation; and (2) result in a net benefit to the State of Texas.

6. BOOKS OF ACCOUNT AND RECORDS

6.1 LICENSEE agrees to keep accurate records covering all transactions relating to the LICENSED GOODS and SERVICES as necessary to demonstrate that the LICENSED MARKS are being used for noncommercial purposes, and shall make the records available to the LICENSOR upon request. All such books of account and records shall be kept available during the TERM of this license and for at least one year thereafter.

7. TERMINATION

7.1 LICENSOR may terminate this Agreement for any reason upon 30 days written notice to LICENSEE.

7.2 Unless sooner terminated pursuant to paragraph 7.1, this Agreement shall expire at the end of the TERM described in paragraph 3.4 above.

8. EFFECT OF EXPIRATION OR TERMINATION

8.1 Upon expiration or termination of this Agreement, all rights granted to LICENSEE hereunder shall cease, and LICENSEE will refrain from further use of the LICENSED MARKS, or any mark or name reasonably deemed by LICENSOR to be similar to the LICENSED MARKS. LICENSEE acknowledges that failure to comply with this provision will result in immediate and irreparable harm affording injunctive and any and all other appropriate relief to LICENSOR.

8.2 Upon expiration or termination of this Agreement, LICENSEE shall not operate in any manner that suggests to the public that this Agreement is still in force or that any relationship involving the LICENSED MARKS exists between LICENSEE and LICENSOR. LICENSEE shall have the right, after expiration or termination of this Agreement, to use or provide those LICENSED GOODS OR SERVICES of acceptable quality to the licensor that were produced prior to expiration or termination, provided that no such LICENSED GOODS OR SERVICES shall be used more than one hundred twenty (120) days after the date of expiration or termination.

9. PERSONAL LICENSE

9.1 The license granted to LICENSEE is personal, and no rights hereunder may be transferred by LICENSEE without the express written approval of LICENSOR. LICENSEE shall immediately notify LICENSOR of any change or proposed change in ownership or control of LICENSEE during the TERM hereof.

9.2 LICENSEE shall grant no sublicenses concerning the LICENSED MARKS.

10. GOODWILL IN LICENSED MARKS

10.1 LICENSEE agrees that the essence of this Agreement is founded on the goodwill associated with the LICENSED MARKS and the value of that goodwill in the minds of the consuming public. LICENSEE agrees that it is critical that such goodwill be protected and enhanced and, toward this end, LICENSEE shall abide by the "Texas Water Development Board Service Mark Usage Guidelines" attached hereto as Attachment B and shall not, during the TERM or thereafter:

- (a) attack the title or any rights of LICENSOR in or to the LICENSED MARKS;
- (b) apply to register or maintain any application or registration of the LICENSED MARKS or any other name or mark confusingly similar thereto in any jurisdiction, domestic or foreign;
- (c) misuse the LICENSED MARKS or use the LICENSED MARKS in any manner that is inconsistent with this Agreement;
- (d) take any action that would bring the LICENSED MARKS into public disrepute;
- (e) take any action that would tend to destroy or diminish the goodwill in the LICENSED MARKS.

10.2 All use by LICENSEE of the LICENSED MARKS inures to the benefit of LICENSOR.

10.3 In order to facilitate enhanced protection by registration of the LICENSED MARKS, LICENSEE shall submit annual statements to LICENSOR cataloguing and providing examples of all uses of the LICENSED MARKS during each twelve month period from September 1 to August 31, such as photographs and other documents, preferably in electronic format. Such statements shall be submitted to LICENSOR by each September 30 for the prior twelve month period ending August 31. If requested in writing by LICENSOR, LICENSEE agrees to provide LICENSOR an example of a LICENSED GOOD OR SERVICE that LICENSEE either uses or plans to use, within thirty (30) days after such request.

The items shall be delivered to LICENSOR by faxing, emailing, mailing or shipping, postage or shipping costs prepaid, to:

Water Science and Conservation
Texas Water Development Board
P.O. Box 13231
Austin, Texas 78711-3231
Fax: 512-936-0816
Email: wateriq@twdb.state.tx.us

10.4 LICENSEE agrees to cooperate fully with LICENSOR in securing and maintaining the goodwill of LICENSOR in the LICENSED MARKS.

11. QUALITY CONTROL

11.1 All LICENSED GOODS and SERVICES shall be quality goods and services. LICENSEE acknowledges that if LICENSED GOODS and SERVICES manufactured and distributed by it were of inferior quality in design, material or workmanship, the substantial goodwill which LICENSOR possesses in the MARKS would be impaired. Accordingly, LICENSEE shall attempt to ensure the LICENSED GOODS and SERVICES are of high quality.

11.2 LICENSEE agrees and acknowledges that LICENSOR has the right, ability and authority to control all uses of the LICENSED MARKS. If requested by LICENSOR, LICENSEE shall immediately remove the LICENSED MARKS from, or discontinue the use of the LICENSED MARKS with, goods or services that are objectionable to LICENSOR.

12. MARKING

12.1 LICENSEE agrees that it will designate the LICENSED GOODS and SERVICES, in the manner specified from time to time in writing by LICENSOR, to indicate the rights of LICENSOR in the LICENSED MARKS, including registration status of the LICENSED MARKS and that the LICENSED GOODS and SERVICES are offered pursuant to license.

13. INDEMNITY/HOLD HARMLESS

13.1 To the extent permitted by the Constitution and laws of the State of Texas, LICENSEE agrees that it is wholly responsible for all goods and services created, distributed or provided by it, including all LICENSED GOODS and SERVICES, and that LICENSOR shall have no liability for any items, including any LICENSED GOODS and SERVICES created, distributed or provided by LICENSEE.

13.2 To the extent permitted by the Constitution and laws of the State of Texas, LICENSEE indemnifies and holds harmless LICENSOR and the officers, directors, employees, heirs, attorneys, and agents thereof, from any claims, demands, causes of action, and damages, including reasonable attorney's fees, caused by or arising out of use of any LICENSED MARK or workmanship, material or design of any LICENSED GOOD, including without limitation, claims or actions for product liability and/or patent, trademark, or copyright infringement.

14. NOTICES

14.1 All notices or demands required to be made or permitted under this Agreement shall be in writing and shall be deemed served when deposited in the United States mail, first class postage prepaid, certified or registered mail, return receipt requested, addressed as provided in paragraphs 10.3 and 1.2 of this Agreement, or to such other address as either party may from time to time designate in writing.

15. STATUS OF PARTIES

15.1 This Agreement is not intended to create, and shall not be interpreted or construed as creating, a partnership, joint venture, franchise, agency, employment, master and servant, or similar relationship between LICENSOR and LICENSEE, and no representation to the contrary shall be binding upon LICENSOR.

16. BINDING EFFECT

16.1 This Agreement shall be binding upon and inure to the mutual benefit of LICENSOR and LICENSEE and, subject to paragraph 9.1 above, their respective successors, assigns, executors, heirs, and personal representatives.

17. LAW GOVERNING

17.1 THIS AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. LICENSEE HEREBY AGREES THAT ANY ACTION ARISING OUT OF THIS AGREEMENT SHALL BE LITIGATED UNDER THE LAWS OF THE STATE OF TEXAS IN A COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS, AND LICENSEE HEREBY AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, AND SPECIFICALLY TO THE COURTS OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS, AND THAT SERVICE OF PROCESS BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, SHALL BE SUFFICIENT TO CONFER IN PERSONAM JURISDICTION OVER LICENSEE.

18. MISCELLANEOUS

18.1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements between the parties, written or oral, with respect to such subject matter.

18.2 This Agreement may not be amended, modified, or rescinded except by a written agreement executed by LICENSOR and LICENSEE.

18.3 The obligations in paragraphs 8.1, 8.2, 9.2, 13.1, 13.2, and 21 will survive the expiration or any earlier termination of this Agreement.

19. REPRESENTATIONS AND WARRANTIES

19.1 LICENSOR makes no representations and gives no warranties to LICENSEE as of the EFFECTIVE DATE and throughout the TERM other than that it has the right and power to license the LICENSED MARKS to LICENSEE for use with LICENSED GOODS and SERVICES as contemplated by this Agreement.

20. SOVEREIGN IMMUNITY

20.1 The LICENSOR does not waive sovereign immunity from suit or liability except to the extent that the Texas Tort Claims Act, Civil Practice and Remedies Code Chapter 101, applies. Nothing in this Agreement waives or relinquishes LICENSEE'S right to claim any exemptions, privileges, or immunities as may be provided by law.

21. APPLICABILITY OF TEXAS PUBLIC INFORMATION ACT

21.1 LICENSEE acknowledges that the terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of the LICENSEE prior to, contemporaneously with, or subsequent to, the execution of this Agreement are subject to the Texas Public Information Act (Government Code, Chapter 552).

EXECUTED by LICENSOR and LICENSEE in duplicate copies, each of which shall be deemed an original.

Texas Water Development Board

City of Farmersville, Texas

By: _____

Robert E. Mace, Ph.D., P.G.

Deputy Executive Administrator

Date: _____

By: John M. Moran

John M. Moran

City Manager

Date: August 23, 2011

THE LICENSED MARKS ARE:

WATER IQ®





(Design Mark)

WATER IQ®

(Word Mark)

Know your water.SM

Texas Water Development Board Service Mark Usage Guidelines

These guidelines are intended to provide a general understanding of appropriate usage of the WATER IQ Service Marks and any similar or related marks owned by the Texas Water Development Board (the "Marks"). The Marks have been used for a number of years in connection with water conservation public awareness efforts of the Texas Water Development Board. The proper use of these Marks is essential in order to preserve and enhance their value. The Marks may be used only with permission from the Texas Water Development Board and only if you adhere to the following guidelines for proper use of the Marks.

Use Complete, Unaltered Marks

Do not alter a Mark in any way. For example, it is not permissible to change the words in a Mark (including modified fonts, colors, or capitalization). Do not italicize any of the Marks. Electronic graphics of the Marks will be provided upon request.

Service Mark and Registration Symbols

Unless otherwise directed in writing by the Texas Water Development Board, use a registration symbol (®) with the Design Mark and Word Mark, and use a service mark symbol (SM) for the "WATER IQ: Know your water" Mark to indicate that each Mark is protected. The symbols should be used with the Marks in document headings but are not needed when used in a textual context in the body of a document.

Do Not Misrepresent Your Affiliation with the Texas Water Development Board

Unless otherwise directed in writing by the Texas Water Development Board, the Marks should be accompanied by the byline "Licensed Service Mark of the Texas Water Development Board" whenever practicable. You should avoid the appearance or implication that the Marks belong to you or your entity, or that any affiliation, sponsorship, endorsement, or other relationship exists between your entity and the Texas Water Development Board in the absence of a written agreement. If such an affiliation exists, you may so state on the material containing the Mark.

Set the WATER IQ Marks Apart from Your Other Marks

Your name, logo, and/or trademark should appear more prominently than the Marks when both are displayed on the same page, Web page, or other material. The Marks should not be displayed in close proximity to marks not owned by the Texas Water Development Board or otherwise in a manner that might imply the two marks are a single mark or somehow related, or that your entity owns any of the Marks. For example, your trademark should not immediately precede the Mark, or vice versa. No Texas Water Development Board Mark should be used as part of your company name, trademark, logo, or product or service name.

Use of Texas Water Development Board Marks in Domain Names is Prohibited

You may NOT register a domain name that includes any Texas Water Development Board Mark or name.

International Uses

The Texas Water Development Board authorizes use of the Marks in the United States only. Do not use any of the Marks in materials directed to foreign countries without first obtaining authorization and direction on authorized use from the Texas Water Development Board.

The official WATER IQ Word Mark is shown to the right. No official colors or fonts are designated for the Word Mark.

WATER IQ®

Official Colors, Fonts, and Configurations

The official Design Mark and “WATER IQ: Know your water” Marks are shown to the right in color. They may also be used in black and white.



The official print colors for the Design Mark and “WATER IQ: Know your water” Mark are blue PMS 2925C and black PMS 5463C. The font for the mark is Myriad Bold; the tagline font is Sabon Roman. To the right are the CMYK values for accurate four-color printing and RGB values for accurate broadcast colors.



Unacceptable Graphic Treatments

- Don't scale elements of the Mark independently or vertically or horizontally.
- Use colors indicated at 100 percent.
- Don't alter or recreate Mark.
- Don't make Mark smaller than 1 inch tall to maintain readability.



PANTONE® 2925c
C:80 M:25
Y:0 K:0
R:39 G:134 B:188



PANTONE® 5463c
C:30 M:0
Y:0 K:80
R:36 G:45 B:48



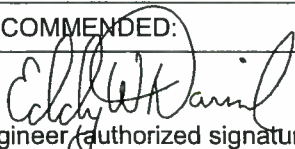
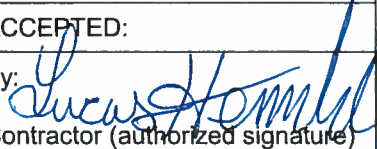
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: Consider, discuss and act upon a change order for the Chaparral Trail project

- A Change Order and accompanying documentation is attached for review.

ACTION: Approve or disapprove the Change Order as presented.

Change Order

Number: 02

Date of Issuance: 7/29/2013		Effective Date:
Project: Construction of the Chaparral Trail Phase II	Owner: City of Farmersville	Owner's Contract Number:
Contract: Construction of the Chaparral Trail Phase II		Date of Contract: 04/15/2013
Contractor: Northstar Construction Inc.		Engineer's Project Number:
The Contract Documents are modified as follows upon execution of this Change Order:		
<p>Description: Update contract pricing to reflect correct contract price. Replace seeding with sod in the picnic area and add sod to the trail head in the Spain Complex and at the cut through from Merit St to the Spain Complex, 2650.00 SY at a unit price of \$1.60 per SY. The quantity for bid item # 5 (Standard Bollards) will be increased by 10 to a total of 23, at a unit price of \$500.00 ea. The quantity for bid item #6 (Removable Bollards) will be increased by 2 to a total of 6, at a unit price of \$900.00 ea. The quantity for bid item #8 (Picnic Area Sign) will be increased by 1 to a total of 2, at a unit price of \$900.00 ea.</p>		
Attachments: (List documents supporting change): [Change Order request No.:2] 7/9/2013 [Letter to Northstar] 3/18/2013		
Change in Contract Price:		Change in Contract Times
Original Contract Price: \$ 236,527.50		Original contract times: [working] [calendar] days Substantial completion (days or date): Ready for final payment (days or date):
[Increase][Decrease] from previously approved change order No. 1 \$ 3,630		[Increase][Decrease] from previously approved change orders No. to No. Substantial completion (days): Ready for final payment (days or date):
Contract price prior to this change order \$ 240,157.50		Contract times prior to this change order Substantial completion (days or date): Ready for final payment (days or date):
[Increase][Decrease] of this change order \$40,137.50		[Increase][Decrease] of this change order Substantial completion (days or date): Ready for final payment (days or date):
Contract price incorporating this change order \$ 280,295.00		Contract times with all approved change orders: Substantial completion (days or date): Ready for final payment (days or date):
RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:  Engineer (authorized signature)	By: _____ Owner (authorized signature)	By:  Contractor (authorized signature)
Date: July 29, 2013	Date: _____	Date: August 1, 2013
Approved by funding agency (if applicable):		Date: _____



July 9th, 2013

CHANGE ORDER REQUEST NO.: 02

Mr. Matt Boley
Daniel & Brown Inc.
P.O. Box 606
Farmersville, Texas 75442

PROJECT: Chaparral Trail Extension
RE: Install Bermuda Sod In Lieu of Natural Seed

Matt,

We are requesting an addition to the above referenced project/contract for providing Bermuda Sod in lieu of natural seed:

Bermuda Sod	2,650.00 SY	@ 1.60 SY	\$ 4,240.00
-------------	-------------	-----------	-------------

TOTAL AMOUNT CHANGED: \$ 4,240.00

- This quote does not include watering for grass establishment. No warranty on sod for non-irrigated areas.

Please let me know if you have any questions.

Sincerely,

NORTHSTAR CONSTRUCTION, INC.

Lucas Heimlich
Project Manager





DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

March 18, 2013

Mr. Michael A. Heimlich
Northstar Construction Inc.
3210 Joyce Drive
Fort Worth, Texas 76116

RE: Chaparral Trail, Phase II Project – City of Farmersville

Dear Mr. Heimlich:

In the regular scheduled City of Farmersville city council meeting on March 12, 2013, the city council voted to award the bid for the Chaparral Trail, Phase II Project to your firm per your bid dated February 21, 2013. The city council voted to add bid item #9 and bid item #14 for an increase in the amount of \$34,000.00. The city council voted to reduce bid item #1 and bid item #2 from 7,961 LF to 7,750 LF for a decreased amount of \$5,802.50. The contract amount will change from \$236,527.50 to \$264,725.00. A change order will be issued to reflect the following add/deduct changes.

The add/deduct changes are:

- The quantity for bid item #1 will be reduced from 7,961 LF to 7,750 LF.
- The quantity for bid item #2 will be reduced from 7,961 LF to 7,750 LF.
- Item # 9 will be added to the project in the amount of 1 each at \$24,000.00.
- Item #14 will be added to the project in the amount of 1 each at \$10,000.00.

Please indicate your concurrence with the add/deduct changes noted above by signing below and returning this letter. If you should have any questions or require additional information, please feel free to contact me.

Sincerely,

Eddy Daniel, P.E.
City Engineer

Concurrence by Northstar Construction Inc.:

Signature

Lucas Heimlich

Print Name

4/24/13

Date



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: Consider, discuss and act upon an agreement with Collin County for firefighting and fire protection services

- An amended agreement is attached for review

ACTION: Approve or disapprove the agreement as presented.

COUNTY OF COLLIN §
 §

AGREEMENT FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES

Pursuant to the authority granted by Texas Local Government Code, Chapter 352, Collin County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY") and City of Farmersville (hereinafter referred to as "CITY"), (and jointly referred to as "Parties") in consideration of the premises and mutual promises contained herein, agree as follows:

RECITALS

WHEREAS, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the residents of Collin County, Texas; and

WHEREAS, CITY is a municipal corporation or nonprofit corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection and firefighting services and related services; and

WHEREAS, CITY is the owner and operator of certain fire protection vehicles, fire suppression equipment and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and works with or employs trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, COUNTY desires to obtain firefighting and fire protection services from CITY for the benefit of an area of the county that is located outside the municipalities in the County; and

WHEREAS, COUNTY and CITY mutually desire that CITY should continue to provide firefighting and fire protection services to the citizens of CITY'S assigned fire district that is located outside the municipalities in the County; and

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

I. Incorporation of Recitals. The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

II. Obligations and Responsibilities of CITY

2.1 CITY shall provide firefighting services, fire protection services, and related services within its fire district as assigned by Collin County. A map of the fire district assigned to CITY by Collin County is appended hereto as "Exhibit A" and is incorporated with this Agreement for all purposes.

2.2 CITY shall maintain records of response to emergency calls, including but not limited to date, time, location of emergency, type of emergency, time to respond, and results. CITY shall provide up-to-date response data to COUNTY within 30 days of request by COUNTY.

2.3 CITY agrees to respond to the Collin County Fire Marshall requests for information and will use best efforts to work with the Collin County Fire Marshall to cooperate and coordinate firefighting and fire protection activities.

2.4 If CITY is a nonprofit corporation, CITY agrees to maintain its corporate status in good standing with all federal, state, and local rules and regulations applicable to a non-profit corporation. CITY shall notify COUNTY if its corporate authority is canceled, terminated, or otherwise lapses.

2.5 CITY warrants and promises that it will respond to emergency calls with appropriate equipment and sufficient trained personnel as needed to appropriately address the emergency situation. CITY further warrants and promises that it will mandate appropriate training of all personnel and ensure proper certification of all firefighter staff.

2.6 CITY warrants and promises that it shall maintain general liability insurance in amounts as are reasonable and customary for firefighting agencies similar to CITY.

III. Obligations and Responsibilities of COUNTY.

3.1 COUNTY shall pay a yearly fee to CITY according to the following formulas: (1) \$750,000 divided by the total number of persons living in COUNTY's unincorporated areas, as computed by the COUNTY's GIS Department, multiplied by the specific population of the unincorporated area of the CITY's fire district as assigned by Collin County; and (2) \$200,000 divided by the total square miles of COUNTY's unincorporated area multiplied by the total square miles of the unincorporated area of the CITY's fire district as assigned by Collin County.

3.2 COUNTY shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to CITY. The first payment to be paid within a reasonable time after COUNTY has approved said fees in COUNTY's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to CITY. In accordance with Texas Local Government Code chapter 352, such payments will be made from COUNTY's general fund.

3.3 COUNTY will recalculate the payment formula stated in paragraph 3.1 each year during the term of this Agreement, including each renewal term. The formula stated in

paragraph 3.1 is not a guarantee of any specific payment and CITY acknowledges that any payments are subject to budgeted appropriations approved by COUNTY's governing board.

IV. Effective Date, Term and Termination.

4.1 The effective date of this Agreement shall be the 1st day of October, 2013, ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

4.2 The term of this Agreement shall begin on the Effective Date, and shall continue for an initial term of one year. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated or cancelled by either Party as provided by this Agreement.

4.3 Either Party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination. In the event of termination under this section, COUNTY and CITY agree to pay for or reimburse the other Party for overpayment or under payment to the termination date.

4.4 **Nonappropriation.** Notwithstanding paragraph 4.3, if sufficient funds are not appropriated by COUNTY to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budgeted for this Agreement have been appropriated. In no event shall COUNTY be obligated to make any payments under this Agreement beyond the then current fiscal year of COUNTY for which funds have been appropriated to satisfy its payment obligations under this Agreement.

V. Miscellaneous

5.1 **Notices.** Any notice required under this Agreement shall be sent to the following:

To COUNTY:
Collin County, Texas
Attn: County Judge, Keith Self
2300 Bloomdale Rd.
McKinney, TX 75071

To CITY
City of Farmersville
Attn: Ben White, City Manager
205 South Main St.
Farmersville, TX 75442

5.2 **Authority and Enforceability.** The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individual executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding

upon such Party and enforceable against such Party in accordance with its terms and conditions.

5.3 Entire Agreement; Severability. This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

5.4 Governing Law. This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

5.5 Non Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.6 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.

5.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.8 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

5.9 Dispute Resolution. The Parties agree to use alternative dispute resolution, including mediation to resolve any conflicts which may arise under this Agreement.

5.10 Authority. The undersigned officers of the Parties by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

In WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original on the dates reflected below.

COUNTY

Collin County, Texas

County Judge, Keith Self
Acting on behalf and by Authority
Of the Collin County Commissioners

Date

ATTEST:

Stacey Kemp, County Clerk

CITY

City of Farmersville

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

Date

ATTEST:

Edie Sims, City Secretary

EXHIBIT A

MAP OF CITY FIRE DISTRICT



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: August 13, 2013

SUBJECT: Consider, discuss and act upon activities conducted by the contractors for the Church of Jesus Christ of Latter-Day Saints where concrete will be poured at 2:00 am on specific dates

- A request has been made by the contractors for the LDS Church to pour concrete for their driveway during night time hours due to the extreme hot temperatures. The planned pour dates are August 14th and August 21st.
- City Manager Ben White will offer information and answer questions.

ACTION: Approve or disapprove the request.

(V – F)



August 8, 2013

Resident
Address
Farmersville, TX 75442

RE: Concrete Pour at 513 Sycamore

Dear Resident,

Due to recent extreme hot temperatures, the contractors constructing the Church at 513 Sycamore have requested to pour concrete starting at 2:00am on August 14th and August 21st. The dates are subject to change but we hope they will remain firm. The purpose of this letter is to keep you informed and let you know of certain situations that might arise. There will be noise from concrete trucks going to and from the construction site, noise from backup warning signals and general noise from the workers. There will also be bright lights around the work area.

The City is aware of these issues and has agreed to allow the construction to proceed forward.

If any problems arise beyond the normally expected construction noise, please contact the City Hall number at any time, day or night, at 972-782-6151. If after hours, the answering service will make contact with City staff.

Thank you for your understanding and patience.

Sincerely,

Benjamin L. White
City Manager

205 S. Main
Farmersville, TX 75442
Phone: 972-782-6151 Fax: 972-782-6604
www.farmersvilletx.com

"Discover A Texas Treasure"

Edie Sims

From: Ben White
Sent: Friday, August 09, 2013 12:52 PM
To: Edie Sims
Subject: FW: Construction Noise

Sincerely,

Benjamin (Ben) L. White, P.E.
City Manager/Public Works Director
City of Farmersville

205 South Main Street, Farmersville, Texas 75442
Work: 972-782-6151, Mobile: 972-822-7044, Facsimile: 972-782-6604
Email: b.white@farmersvilletx.com, Website: www.farmersvilletx.com

From: Alan Lathrom [<mailto:Alathrom@bhlaw.net>]
Sent: Monday, August 05, 2013 1:49 PM
To: Ben White
Subject: Construction Noise

Ben,

Section 44-51, Exemptions," of the City Code provides the following exemption in subparagraph 4 that I believe can be used to allow LDS to pour concrete beginning at 2:00 a.m.

Activities conducted on public streets, squares, parks and playgrounds which are approved, sponsored or sanctioned by the city such as a parade, fireworks, sporting event, musical production, **or other activity that has the approval of the city council or a city department authorized to grant such approval.**

(Emphasis added.)

Thanks,
Alan

Alan D. Lathrom

BROWN & HOFMEISTER, L.L.P.

740 East Campbell Road
Suite 800
Richardson, Texas 75081
Main: (214) 747-6100
Direct: (214) 747-6108
Fax: (214) 747-6111
E-mail: alathrom@bhlaw.net

NOTICE: This e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to this message and please delete it from your computer.

Sec. 44-51. Exemptions.

The following sources of potential noise disturbances shall be exempt from the regulations of this article:

- (1) Safety signals, storm warning sirens or horns and the testing of such equipment, emergency vehicle sirens or horns used when responding to an emergency, and emergency pressure relief valves.
- (2) Sound caused in the performance of emergency or public service work, including police, fire and public utility operations, acting in the performance of lawful duties to protect the health, safety or welfare of the community.
- (3) Sounds caused by natural phenomena.
- (4) Activities conducted on public streets, squares, parks and playgrounds which are approved, sponsored or sanctioned by the city such as a parade, fireworks, sporting event, musical production, or other activity that has the approval of the city council or a city department authorized to grant such approval.
- (5) Activities conducted on public or private school grounds including, but not limited to, school athletic and school entertainment events which are approved, sponsored or sanctioned by the school.
- (6) Sounds created by locomotives as they travel through the city.

(Ord. No. O-2012-0724-001, § 2, 7-24-2012)

**CITY OF FARMERSVILLE
ORDINANCE # O-2012-0724-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 44, "NUISANCES," THROUGH THE AMENDMENT OF ARTICLE II "NOISE REGULATION," BY AMENDING THE TITLE OF DIVISION 2 OF SAID ARTICLE II TO HEREFTER BE AND READ "NOISE DISTURBANCES," AND BY DELETING EXISTING SECTIONS 44-49 THROUGH 44-51, THEREOF, AND REPLACING SAID SECTIONS WITH NEW SECTIONS 44-49 THROUGH 44-51, ENTITLED "DEFINITIONS," "SPECIFIC NOISE DISTURBANCE PROHIBITED" AND "EXEMPTIONS," RESPECTIVELY; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville realize that noise nuisances can be detrimental or offensive to the inhabitants of the City; and

WHEREAS, the City's duty is to protect the citizens of Farmersville to assist the enjoyment of life, health and not have contention regarding public peace and comfort; and

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

WHEREAS, the City Council of the City of Farmersville, after notice and public hearing as required by law and upon due deliberation and consideration, the City Council is of the opinion and finds that disturbing noise, the intensity and duration to be detrimental to the public health, safety, or general welfare of the citizens of the City;

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

SECTION 1. INCORPORATION OF FINDINGS

All of the above premises are hereby 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 and made a part hereof for all purposes allowed by law as if fully set forth herein.

SECTION 2. AMENDMENT OF ARTICLE II "NOISE REGULATION," OF CHAPTER 44, "NUISANCES," BY AMENDING THE TITLE OF DIVISION 2 OF SAID ARTICLE II TO HEREAFTER BE AND READ "NOISE DISTURBANCES," AND BY DELETING EXISTING SECTIONS 44-49 THROUGH 44-51 ENTITLED "DEFINITIONS," "SPECIFIC NOISE DISTURBANCE PROHIBITED," AND "EXEMPTIONS," RESPECTIVELY.

From and after the effective date of this Ordinance, the title of Division 2 of Article II of Chapter 44, "Nuisances," of the Code of Ordinances is hereby amended to be and read "Noise Disturbances" and existing Sections 44-49 through 44-51, thereof, are hereby amended by deleting said sections in their entirety and replacing said sections with new Sections 44-49 through 44-51 entitled "Definitions," "Noise Nuisance," and "Exemptions," respectively, to read as follows:

"DIVISION 2 – NOISE DISTURBANCES

Sec. 44-49. - Definitions. The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City means the City of Farmersville, employees or any authorized representative of the city.

Construction means any site preparations, assembly, erection, substantial repair, alteration or similar action (excluding demolition) of public or private right-of-way surfaces, structures, utilities or similar property.

Demolition means any dismantling, intentional destruction or removal of public or private right-of-way surfaces, structures, utilities or similar property.

Device means any mechanism which is intended to produce, or which actually produces noise when operated or handled.

Engine braking means the use of retarding forces within an engine to slow a vehicle down, as opposed to using an external braking mechanism, such as friction brakes or magnetic brakes. This term applies to petrol engines and other engines that throttle air intake.

Motor vehicle means any vehicle propelled by mechanical power such as, but not limited to, any passenger car, truck, truck-trailer, semi-trailer, camper, motorcycle, mini-bike, pocket bike, go-cart, dune buggy or racing vehicle.

Muffler means any apparatus consisting of baffles, chambers, or acoustical absorbing material whose primary purpose is to transmit liquids or gases while causing a significant reduction in sound emission.

Noise disturbance means any sound which annoys or disturbs, or which causes or tends to cause an adverse psychological or physiological effect upon, the sensibilities of a reasonable, prudent, adult person; and any

unreasonably loud or disturbing noise which renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

Noise disturbance per se means not requiring extraneous evidence or support to establish the existence of a noise disturbance.

Nonresidential district means any district not classified by the zoning ordinance as containing residential homes, apartments or condominiums.

Owner means any person having supervision or control of any property.

Power equipment means any motorized electric- or fuel-powered equipment including but not limited to, tractors, lawnmowers, and other similar devices or equipment.

Power model vehicle means any self-propelled airborne, waterborne, or land-borne plane, vessel, or vehicle, which is not designed to carry persons including, but not limited to, any model airplane, boat, car or rocket.

Property means any lot, tract, parcel of land or a portion thereof, occupied or unoccupied, improved or unimproved, public or private within the territorial limits of the city.

Property boundary means an imaginary line exterior to any enclosed structure, at the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person.

Quiet zone means property on which a school, hospital, nursing home, assisted living facility, clinic, library or other noise sensitive facility is operated.

Residential district means any district classified by the zoning ordinance as containing residential homes, apartments, condominiums or dwelling units.

Roadway means any street, alley, parkway, sidewalk or gutter.

Sound means a temporal or spatial oscillation in pressure, or other physical quantity, in a medium with internal forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.

Vibration means a temporal and spatial oscillation of displacement, velocity or acceleration in a solid material.

Sec. 44-50. - Specific noise disturbance prohibited.

- 1) No person shall allow, make or cause to be made any unreasonable loud or disturbing noise which is offensive to the sensibilities of a reasonable, prudent adult person, renders the enjoyment of life or property uncomfortable, interferes with public peace and comfort, or causes a noise disturbance as defined.
- 2) The following includes, but is not limited to, activities which can create unreasonably loud or disturbing noises in violation of this article including activities which are noise disturbances per se, unless an exemption applies.
- 3) *Animals.* Owning, keeping, possessing or harboring any animal or fowl which by frequent or habitual noise making, unreasonably disturbs or interferes with the peace, comfort or repose of citizens, or causes a noise disturbance as defined herein. The provision of this article shall apply to all private or public facilities including any animal shelter or commercial kennel, which holds or treats animals.
- 4) *Radios, television sets, musical instruments, loud speaking amplifiers and similar devices.*
 - a) The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device for the producing or reproducing of sound within a residential district, or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. to 6:00 a.m.
 - b) The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeaker and sound amplifiers or other machine or device for the producing or reproducing of sound within a nonresidential area in such a manner as to cause a noise disturbance.
 - c) The using, operating or permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device that produces or reproduces sound for the purpose of attracting attention to any cause or demonstration, or to any performance, show, sale or display of merchandise so as to attract attention to such cause,

demonstration or premises when such use is done in a manner which causes a noise disturbance.

- d) The using, operating permitting to be played, used or operated any sound production or reproduction device, radio, receiving set, musical instrument, drums, phonograph, television set, loudspeakers and sound amplifiers or other machine or device on trucks or other moving vehicles for the purpose of attracting attention to any cause or demonstration, or for advertising any show, sale or display of merchandise when such use is done in a manner which causes a noise disturbance.
- 5) *Vehicular sound amplification systems.* Operating or controlling a motor vehicle in either a public or private place within the city and operating any sound device which is part of, or connected to, any radio, stereo receiver, compact disc player, cassette tape player, or other similar device in the motor vehicle in such a manner that, when operated, it is audible at a distance of 30 feet, or when operated, causes a person to be aware of the vibration accompanying the sound at a distance of 30 feet from the source when such operation is done in a manner which causes a noise disturbance.
- 6) *Yelling, shouting, etc.* The yelling, shouting, crying, hooting, whistling or singing of peddlers, hawkers or any other person in such a manner to cause a noise disturbance.
- 7) *Loading operations.* The loading or unloading of any vehicle in such a manner as to cause a noise disturbance.
- 8) *Construction/maintenance work.*
 - a) Operating or permitting to be operated any equipment used in construction, maintenance, repair, alteration or demolition work on buildings, structures, streets, alleys, lawns, golf courses or appurtenances thereto and/or the erection, including excavation, demolition, alteration or repair of any building within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.
 - b) Operating or permitting to be operated any gravel pit, rock crusher, or other machinery for the separation, gathering, grading, loading or unloading of sand, rock or gravel within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall

create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.

- c) Operating or permitting to be operated any gravel pit, rock crusher or other machinery for the separation, gathering, grading, loading or unloading of sand, rock or gravel within a nonresidential district in such a manner as to cause a noise disturbance.
- d) Operating or permitting to be operated any equipment used in construction, maintenance, repair, alteration or demolition work on buildings, structures, streets, alleys, lawns, golf course or appurtenances thereto within a nonresidential district in such a manner as to cause a noise disturbance.

9) *Power equipment.*

- a) Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated above) within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.
- b) Operating or permitting to be operated any power equipment (as defined herein and excluding construction equipment which is specifically regulated above) within a nonresidential district in such a manner as to cause a noise disturbance.

10) *Motor vehicles – repairs or testing.*

- a) The repairing, rebuilding, modifying or testing of any motor vehicle (including off-road vehicles) or watercraft within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.
- b) The repairing, rebuilding, modifying or testing of any motor vehicle (including off-road vehicles) or watercraft within a nonresidential district in such a manner as to cause a noise disturbance.

11) *Motor vehicles – running loud or out of repair.*

- a) The use of any automobile, motorcycle, or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grating, grinding or rasping noise, the excessive spinning of the tires, or the racing of a

motor vehicle engine unnecessarily within a residential district or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.

- b) The use of any automobile, motorcycle or other vehicle so out of repair, so modified, or so loaded, which emits or creates loud or unnecessary grating, grinding, or rasping noise, the excessive spinning of the tires, or the racing of a motor vehicle engine unnecessarily within a nonresidential district in such a manner as to cause a noise disturbance.
- 12) *Motor vehicles -- exhaust.* The discharge into the open air of the exhaust of any motor vehicle in such a manner as to cause a noise disturbance, except as discharged through a muffler or other device which effectively and efficiently prevents loud and unusual noises and annoying smoke.
- 13) *Motor vehicles -- engine braking.* Engine braking occurs when the retarding forces within an engine are used to slow a vehicle down, as opposed to using an external braking mechanism such as friction brakes or magnetic brakes which causes a noise disturbance.
- 14) *Motor vehicles -- jake braking.* Engine braking used mainly in large diesel trucks and works by opening the exhaust valves at the top of the compression stroke, resulting in adiabatic expansion of the compressed air, so the large amount of energy stored in that compressed air is not returned to the crankshaft, but is released into the atmosphere which causes a noise disturbance.
- 15) *Explosive devices.* Explosive sound sources including, but not limited to, the use of fireworks, explosives, and the firing of guns or other explosive devices in such a manner as to cause a noise disturbance; provided however, that no such noise disturbance shall be deemed to exist when the activity is allowed or sanctioned by ordinance or other authority and the activity is conducted in strict accordance with said ordinance or authority.
- 16) *Powered model mechanical devices.*
 - a) The flying of model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar noise producing devices, within a residential district or quiet zone, or within 500 feet of any residence or quiet zone, in such a manner as to cause a noise disturbance. Furthermore, any such activity shall create a noise disturbance per se if conducted between the hours of 10:00 p.m. and 6:00 a.m.

- b) The flying of model aircraft powered by internal combustion engines, whether tethered or not, or the firing or operating of model rocket vehicles or other similar noise producing devices within a nonresidential district in such a manner as to cause a noise disturbance.
- 17) *Quiet Zone.* Creating a noise disturbance on any street adjacent to any school, hospital, nursing home, assisted living facility, clinic, library or other noise sensitive facility.
- 18) *Vibration.* Using or causing to use any device that creates any ground vibration, which is perceptible without instruments at any point on or beyond the property boundary of the source.

Sec. 44-51. – Exemptions.

The following sources of potential noise disturbances shall be exempt from the regulations of this article:

- 1) Safety signals, storm warning sirens or horns and the testing of such equipment, emergency vehicle sirens or horns used when responding to an emergency, and emergency pressure relief valves.
- 2) Sound caused in the performance of emergency or public service work, including police, fire and public utility operations, acting in the performance of lawful duties to protect the health, safety or welfare of the community.
- 3) Sounds caused by natural phenomena.
- 4) Activities conducted on public streets, squares, parks and playgrounds which are approved, sponsored or sanctioned by the city such as a parade, fireworks, sporting event, musical production, or other activity that has the approval of the city council or a city department authorized to grant such approval.
- 5) Activities conducted on public or private school grounds including, but not limited to, school athletic and school entertainment events which are approved, sponsored or sanctioned by the school."
- 6) Sounds created by locomotives as they travel through the City.

SECTION 3. PENALTY

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$500.00. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur. Allegation and

evidence of a culpable mental state is not required for the proof of an offense defined by this article.

SECTION 4. 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 5. 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 6. PUBLICATION

The City Secretary of the City of Farmersville is hereby directed to publish in the Official Newspaper of the City of Farmersville the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

SECTION 7. ENGROSSMENT AND ENROLLMENT

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

SECTION 8. 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 9. 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 on the 10th day of July, 2012, and second reading on the 24th of July, 2012, at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 24th DAY OF JULY, 2012.

APPROVED:

BY:


Joseph E. Helmberger, P.E., Mayor

ATTEST:


Edie Sims, City Secretary





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: Consider, discuss and act upon an agreement between the Farmersville ISD and the City of Farmersville regarding a School Resource Officer for the 2013-2014 Fiscal Year

- An agreement is attached for review.
- For further questions, Police Chief Mike Sullivan will be available.

ACTION: Approve or disapprove the agreement as presented.

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into by and between the FARMERSVILLE INDEPENDENT SCHOOL DISTRICT, in the City of Farmersville and Collin County, Texas (referred to as "FISD"), and the CITY OF FARMERSVILLE, Collin County, Texas, (referred to as "CITY") is for the purpose of establishing a School Resource Officer (referred to as "SRO") Program in the public school system of the Farmersville Independent School District.

WHEREAS, CITY and FISD desire to enter into this Agreement to provide one (1) School Resource Officer to serve on and about the campuses of the Farmersville Independent School District, whose schools are located within the corporate limits of the City of Farmersville;

WHEREAS, the governing bodies of CITY and FISD find that this project or undertaking is necessary for the benefit of the public and that each party has the legal authority to provide the governmental function or service which is the subject matter of this Agreement; furthermore, the governing bodies find that the performance of this agreement is in the common interest of both parties; and

WHEREAS, CITY and FISD, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefor only from current revenues legally available to such party.

NOW, THEREFORE, under the authority of the Texas Government Code, Chapter 791, entitled "Interlocal Cooperation Act," the CITY and FISD for the mutual consideration hereinafter stated, agree and contract as follows:

ARTICLE I TERM OF AGREEMENT

The term of the Agreement shall be for an initial period of approximately twelve (12) months from October 1, 2013 through September 30, 2014.

ARTICLE II OBLIGATIONS OF THE CITY OF FARMERSVILLE

The obligations of the CITY shall be fulfilled by the Farmersville Police Department ("Department") under the direction of the Farmersville Chief of Police ("Chief of Police"), or his designee.

The obligations of the Chief of Police and School Resource Officer (SRO) are as follows:

A. Provision of School Resource Officer.

Unless otherwise indicated below, the Chief of Police shall assign one regularly employed CITY police officer to FISD to serve as the SRO.

B. Selection of School Resource Officer.

The Chief of Police or his designee, with input from members of Fisd appointed by the School Superintendent, shall select the SRO considering the following evaluation criteria:

1. The SRO must have the ability to deal effectively with students.
2. The SRO must present a positive image and be an appropriate symbol of the Department. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming and communication skills of the SRO should be of such a nature that a positive image of the Department is reflected.
3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education, background, experience, interest level and communication skills of the SRO must be of high caliber so that the SRO can effectively and accurately provide resource teaching services. The SRO may act as a guest lecturer upon request of the Fisd Administration/Faculty.
4. The SRO must have the desire and ability to work cooperatively with Fisd staff, principals, administrative staff and school officials.
5. The SRO must be a "Law Enforcement Officer" licensed and commissioned by and through the Texas Commission on Law Enforcement Standards and Education ("TCLEOSE").
6. The SRO must meet any other criteria that the Chief of Police deems appropriate.

C. Normal duty hours of School Resource Officer.

1. The SRO will be on duty at the schools on a full-time basis of eight (8) hours a day when school is in session. The SRO will not staff summer school unless specifically authorized by a separate agreement.
2. The SRO will monitor the campuses as requested and directed by Fisd Administration.
3. In case of a City Emergency, the SRO may be temporarily reassigned by the Chief of Police, or his designee.
4. The Superintendent of Schools may request that the Chief of Police reassign and replace the SRO as the need arises.
5. The SRO shall schedule personal leave and compensatory time with prior approval of the Chief of Police or his designee. The Chief of Police will promptly advise the Superintendent of Schools regarding the SRO's scheduled personal leave and/or compensatory time.
6. The Department will make every reasonable effort to minimize mandatory absences by the SRO from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the Department and/or the SRO, which will require the SRO's

absence. The SRO will advise the FISD designated representative of any such absences as they may occur. The Department will make reasonable efforts to provide an alternate SRO during any absence of the SRO.

D. Duties of the School Resource Officer.

While on duty, the SRO shall perform the following duties:

1. Speak to classes regarding various areas of law enforcement, including search and seizure, criminal law, motor vehicle law and other topics as mutually agreed upon by FISD and the Chief of Police.
2. Act as a resource person in the area of law enforcement education and help establish a positive rapport between students and police at the campuses.
3. Check absentees for truancy, and file truancy cases with the Justice of the Peace or other appropriate court having proper jurisdiction.
4. Check student residency eligibility, as needed and in compliance with state law.
5. Perform duties or conduct or assist in criminal investigations of violations of law occurring on school property.
6. Provide a law enforcement resource when necessary to maintain the peace and order on FISD property, and maintain visibility at all FISD campuses by making appearances at various times throughout the school day.
7. Make arrests and referrals of criminal law violations using his/her discretion as a police officer.
8. Provide appropriate counseling to students at the request of school staff, the request of a student or parent, or when the SRO feels in his/her professional opinion that it is in the best interest of the student. The SRO shall, to the extent allowed by law, notify the school Principal of the fact that a student has been counseled.
9. Be available for police matters/criminal issues involving students.
10. Make referrals to the Child Protective Services or other social services agencies, as applicable.
11. Be available for emergency situations involving parents and/or students for all FISD campuses.
12. Wear an official Department police uniform, while on duty as the SRO; however, civilian attire may be worn on some occasions when specifically authorized by the Chief of Police.
13. Perform other duties mutually agreed upon by the Superintendent and the Chief of Police, provided the performance of such duties is legitimately and reasonably related to the SRO program as described in this Agreement, and such duties are consistent with state and federal law and

the policies and procedures of the Department. Any off-campus activity requiring the services of the SRO shall be contingent upon the prior written approval of the Chief of Police, or his designee.

14. Follow and conform to all Fisd policies and procedures that do not conflict with state and federal law or the policies and procedures of the Department.
15. Complete a "Monthly Activities Report" or other reports regarding the SRO activities as directed by the Chief of Police.
16. Monitor all Fisd sub-varsity athletic events, as necessary and directed by Fisd.
17. Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order on Fisd school campuses.
18. Make presentations to civic groups, as requested by Fisd and approved in writing by the Chief of Police, during regular school hours.
19. Participate, upon request, with school student committees during regular school hours.
20. The SRO will prepare a monthly report for the Fisd Trustees and the Farmersville City Council, in a format approved by the Chief of Police and the Fisd Superintendent, and within FERPA standards. All reports should summarize all relevant incidents occurring in conjunction with the SRO's duties.
21. The Department shall have final authority in criminal matters in which the SRO becomes involved as directed by Departmental policies and procedures, as well as relevant federal, state, and local laws.
22. All other duties as directed by the Chief of Police.

ARTICLE III OBLIGATIONS OF THE FID

The FID shall provide the SRO the following training, materials and facilities:

1. Access to an office to be used for general business purposes which is Air Conditioned, appropriately furnished, properly lighted and with a private room that can be used for counseling or investigative matters, when necessary.
2. A locking file cabinet and location for files and records, which file cabinet and location can be properly locked and otherwise secured.
3. A desk with drawers, a chair, a work table and office supplies (i.e., paper, pencils, pens, etc.)
4. Personal computer, an FID e-mail account, and computer printer that is only accessible by the SRO and duly authorized Department employees.
5. Reasonable access to clerical support.

6. Cellular Telephone.
7. Portable communication device approved by the Chief of Police.
8. Basic SRO training (one-time only).
9. Annual membership dues to the National Association of School Resource Officers.

ARTICLE IV EMPLOYEE STATUS OF SRO

The SRO shall be an employee of the CITY and not an employee of the FISD. The CITY shall be responsible for the hiring, employment, training, discipline, reassignment, and, if necessary, dismissal of the SRO. The SRO shall at all times be under the control and direction of the Chief of Police of the CITY.

FISD shall promptly notify the Chief of Police, or his designee, of any concerns or issues related to the SRO and the SRO's performance of his/her duties under this Agreement.

At the end of the school year, the principal of each FISD school having the SRO assigned to it will provide an evaluation of the SRO's performance, on a form provided by the Department, to the Chief of Police.

ARTICLE V PAYMENT

In consideration of the services provided herein, the FISD shall pay a quarterly sum to be agreed upon on or before August 3, 2008, by the Superintendent of Schools or his/her designee, the FISD Board of Trustees, the Farmersville City Council, The Farmersville City Manager and the Chief of Police. Except as noted herein, no other consideration other than the annually negotiated payment will be required during the term of the Agreement for the in-school services called for herein, unless agreed to by both parties.

FISD shall not be relieved of its obligation to pay the entire amount described in this agreement in the event the SRO is absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military, FMLA or bereavement leave. In addition to, if the assigned SRO is to be absent for the aforementioned reasons for 72 hours or more, the Chief of Police will assign a replacement during the SRO absence.

ARTICLE VI FUNDING FORMULA

The costs associated with the salary and other employee benefits of the SRO will be proportionally shared by CITY and FISD. Said costs shall be proportionally divided 55%/45% between FISD (55%) and CITY (45%).

In addition to FISD's usual payment for services, the SRO attending school extracurricular activities at the request of the Superintendent, principals or other FISD staff will be compensated by compensatory time. Examples include, but

are not limited to: graduation, PTA meetings, and/or open house. Athletic events may be compensated separately in accordance with applicable Fisd policies or procedures.

Police-related duties, such as late calls, late reports, or late arrests resulting in any overtime hours will be compensated by CITY at CITY's sole cost as defined by CITY's compensation policies.

Attendance at other events that are not a normal police function, such as field trips where the officer is invited as a guest, will not be compensated.

During the initial term of this Agreement, Fisd will not have any responsibility for the cost of providing a vehicle for the SRO's use. However, notwithstanding the foregoing, prior to the beginning of the first renewal year of this Agreement, Fisd and CITY agree to discuss, in good faith, a mutually acceptable SRO vehicle arrangement.

ARTICLE VII INSURANCE

The CITY is insured through the Texas Municipal League Intergovernmental Risk Pool and shall provide, upon request, to Fisd documentation of its coverage with said coverage to meet the reasonable approval of Fisd. CITY shall also provide, during the term of this Agreement, Worker's Compensation Insurance in the amounts required by Texas law for the SRO engaged in work under this Agreement. In regard to all insurance provided by CITY, the CITY shall provide Fisd, upon request, documentation indicating such coverage prior to the beginning of any activities under this Agreement.

ARTICLE VIII CHANGES TO AGREEMENT

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by the CITY and the Fisd. Personnel additions must be by mutual consent of the CITY and Fisd.

ARTICLE IX PROBLEM RESOLUTION

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of Fisd, the Farmersville City Manager and the Chief of Police or their designees. Nothing contained in this Interlocal Agreement should be construed to prevent a duly authorized police officer from acting solely as a law enforcement or peace officer.

ARTICLE X TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon sixty (60) days' written notice to the other party. To the extent that Fisd has paid the CITY for any SRO services in advance Fisd shall be entitled to a prorated refund for each day that SRO services are not provided because of the termination of this Agreement by either party.

**ARTICLE XI
LIABILITY**

Neither party shall make any claim against the other, nor shall either party be liable to the other, for any actual or alleged negligence or losses suffered by the other or any third party, however caused. This shall apply to all cases of negligence of either party, their respective officers, employees, agents, or others. Farmersville ISD will indemnify the City of Farmersville only to the extent allowed by law regarding any liability issues.

**ARTICLE XII
PLACE OF PERFORMANCE: VENUE**

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

**ARTICLE XIII
ENTIRE AGREEMENT OF PARTIES**

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can only be modified by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

CITY OF FARMERSVILLE

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

ATTEST:

Edie Sims, City Secretary

APPROVED AS TO FORM:

Alan D. Lathrom, City Attorney

**FARMERSVILLE INDEPENDENT SCHOOL
DISTRICT**

BY:

Jeff Hurst, President of Board of

Trustees

ATTEST:

APPROVED AS TO FORM:

John C. Hardy, Attorney for the
Farmersville Independent School District

**FARMERSVILLE INDEPENDENT SCHOOL
DISTRICT**

BY: _____
Jeff Hurst, President of Board of

Trustees

ATTEST:

APPROVED AS TO FORM:

John C. Hardy, Attorney for the
Farmersville Independent School District



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: Update on the Main Street Bridge, closures and Highway 380 improvements

- City Manager Ben White will be presenting information regarding this topic

ACTION: Information only. No action is required.

(V – H)

US 380 Highway Project Status

1. US 380 Highway Project status.
 - a. 1st Railroad Bridge, Passing Track: Apr 2013 thru Dec 2013. Beam fabrication Sep 2013.
 - b. 2nd Railroad Bridge, Main Track: Mar 2014 thru Sep 2014
 - c. 380 Roadway, East Bound: July 2013 thru Dec 2013, paving scheduled to begin 3rd week in July. South bound Hamilton Street currently scheduled to reopen in August 2013.
 - d. 380 Roadway, West Bound: Complete April 2014
 - e. Main Street Bridge Construction: Jul 2013 thru Dec 2013. Completely closed during construction. Use alternative paths: Orange, Rike, Hamilton, Mimosa, Beene etc.
 - f. Main Street Roadway: Complete Feb 2014
 - g. Hill Street Crossing: Complete Mar 2014
 - h. Walnut Street Crossing: Complete Mar 2014
 - i. Main/Summit Street Crossing: Complete Mar 2014





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: August 13, 2013
SUBJECT: Update on electrical system

- Information is provided by City Manager Ben White

ACTION: Information only. No action is required.

(V – I)

Electrical System Update

1. Completed relocation of power poles for the SRTS project.
2. Completed analysis of costs relating to the City of Farmersville taking over the electrical system. Awaiting response from Sharyland regarding their bid for our system and their bid for monthly maintenance of our system for comparison. They requested a two week extension.
3. New energy contract work is underway via Schneider Engineering (Steve Moffitt)
4. McCord Engineering tasks now funded by 4A. Everything over \$15K 4A wants 50% reimbursement in budget year 2014/2015. See table below

McCord Engineering Item Description	Cost
Help during the upcoming year to establish CoF option (hourly charges)	<\$95K
Create a rate ordinance or update the existing one	\$28K
Set up through ordinance the standards for underground electric utilities,	\$20K