FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
October 22, 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.
  - Chamber of Commerce Events: Trick It Up Bike Ride and Scare on the Square will both occur on October 26th. For more information, please contact the Farmersville Chamber of Commerce
  - Audie Murphy will be honored posthumously with the Texas Legislative Medal of Honor presented by Governor Rick Perry on October 29th
  - Early Voting for the November 5th General Election will be held in the Council Chambers of City Hall – Farmersville from October 21st thru October 25th from 8am – 5pm

II. PUBLIC HEARING

A. Public Hearing to consider, discuss and act upon a replat for a nonresidential subdivision to be located at or about 1732 W. Audie Murphy Parkway, Farmersville

B. Public Hearing to consider, discuss and act upon a request for rezoning from Highway Commercial (HC) District uses to Highway Commercial (HC) District subject to a Specific Use Permit for a skilled nursing facility to be located at or about 1732 W. Audie Murphy Parkway, Farmersville

III. REGULAR AGENDA

A. Consider, discuss and act upon the City Financial Reports

B. Consider, discuss and act upon a resolution to temporarily close Business 78 (McKinney Street) downtown on October 29th to accommodate the Texas Legislative Medal of Honor ceremony

C. Consider, discuss and act upon appointing board members to the TIRZ board

D. Consider, discuss and act upon an Interlocal agreement between Collin County and the Charles J. Rike Memorial Library for funding during Fiscal Year 2013-2014

E. Consider, discuss and act upon an Interlocal agreement between Collin County and the City of Farmersville for Animal Sheltering Services

F. Consider, discuss and act upon dumpsters located in right-of-ways of City streets

G. Consider, discuss and act upon addressing the utility and drainage issues regarding the courtyard behind 104 McKinney Street

IV. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

V. ADJOURNMENT

Dated this the 18th day of October, 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 October 18, 2013 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

CITY OF FARMERSVILLE TEXAS

Edie Sims, City Secretary

Farmersville
DISCOVER A TEXAS TREASURE

TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 22, 2013

SUBJECT: Public Hearing to consider, discuss and act upon a replat for a nonresidential subdivision to be located at or about 1732 W. Audie Murphy Parkway, Farmersville

- Plat has been hand delivered to Council for review
- Planning & Zoning Commission will discuss this item at their regularly scheduled meeting October 21. A recommendation or denial will be presented

ACTION:

a) Open the Public Hearing and call the time.

b) Ask for anyone to come forward and speak who is FOR the replat presented

c) Ask for anyone to come forward and speak who OPPOSE the replat presented

d) Close the Public Hearing and call the time.

e) Council to approve or disapprove replat.

Farmersville

DISCOVER A TEXAS TREASURE

TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 22, 2013

SUBJECT: Public Hearing to consider, discuss and act upon a request for rezoning from Highway Commercial (HC) District uses to Highway Commercial (HC) District subject to a Specific Use Permit for a skilled nursing facility to be located at or about 1732 W. Audie Murphy Parkway, Farmersville

- Plans have been hand delivered to Council for review
- Planning & Zoning Commission will discuss this item at their regularly scheduled meeting October 21. A recommendation or denial will be presented

ACTION:

a) **Open the Public Hearing and call the time.**

b) **Ask for anyone to come forward and speak who is FOR the rezone with SUP as presented**

c) **Ask for anyone to come forward and speak who OPPOSE the rezone with SUP as presented**

d) **Close the Public Hearing and call the time.**

e) **Council to approve or disapprove rezone with SUP as presented.**

DBI
DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

18 October 2013

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

RE: Farmersville Skilled Nursing Facility
Murphy's Crossing

Mr. White:

The Site Plan submittal for the Farmersville Skilled Nursing Facility to be located at Lot 14R Murphy's Crossing Phase III has been reviewed. The following items shall be addressed before final approval.

Site Plan

1. The name, address, phone and legal interest of both the owner and the applicant shall be shown.

Building Elevation

1. The areas of the exterior walls of the proposed building appear to have greater than 25% stucco. The zoning ordinance of the City of Farmersville requires that Stucco shall not exceed 25% of the area of any exterior wall in the Highway Commercial (HC). The accessory building shall be of like construction.

We recommend that the Site Plan for this project be approved contingent upon the completion of the above comments. Please contact me if you should have any questions or need additional information.

Sincerely,

James M. Shankles, Jr. P.E.

STATE OF TEXAS
JAMES SHANKLES JR.
65571
REGISTERED
PROFESSIONAL ENGINEER

118 McKinney Street • P.O. Box 606 • Farmersville, Texas 75442
Office 972-784-7777 • Fax 972-782-7721 • www.dbiconsultants.com • Firm Registration No: F-002225

Farmersville
DISCOVER A TEXAS TREASURE

TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 22, 2013

SUBJECT: Consider, discuss and act upon the City Financial Reports

- Finance reports are attached for review

ACTION: Approve or disapprove the financials as presented.

City of Farmersville
Investment and Budget Report

September 2013

Prepared by: Daphne Hamlin

SUMMARY OF CASH BALANCES SEPTEMBER 2013

ACCOUNT: FNB (0815)	Restricted	Assigned	Account Balance
Clearing Accounts			
General Fund		$ 58,893.26	
Refuse Fund		$ 52,517.80	
Water/Wastewater Fund		$ 32,657.41	
Electric Fund		$ (77,820.35)	
SRO Support ISD	$ 21,821.22		
CC Child Safety	$ 12,952.72		
Law Enf. Training	$ 343.61		
Debt Service Revenue Payment(66.67%, $228K)	$ 147,510.19		
2012 Bond	$ 74,051.41		
Disbursement Fund	$ (2,855.63)		
Library Donation Fund	$ 1,449.26		
Court Tech/Sec	$ 18,115.53		
Grants	$ (435,006.88)		
2006 C/O	$ (361.70)		
CC Bond Farmersville Parkway	$ 180,000.86		
CC Bond Floyd	$ (49,667.75)		
Equipment Replacement	$ 42,904.04		
TOTAL:	**$ 11,256.88**	**$ 66,248.12**	**$ 77,505.00**
Debt Service Accounts			
County Tax Deposit (FNB 0807)(Debt Service)	$ 126,535.04		
Debt Service Reserve (Texpool 0014) (2 months rsv)	$ 107,701.58		
TOTAL:	**$ 234,236.62**		**$ 234,236.62**
Appropriated Surplus Investment Accounts			
Customer meter deposits (Texpool 0008)	$ 107,493.34		
2005 C/O (Texstar X750)	$ 4,119.71		
2012 G/O Bond Fire Truck (Texstar X110)	$ 4,334.66		
2012 G/O Bond, streets, water, wastewater (Texstar 0120)	$ 1,226,966.57	-	
TOTAL:	**$ 1,342,914.28**	**$ -**	**$ 1,342,914.28**
Unassigned Surplus Investment Accounts			
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day)	$ 666,085.00	$ 101,824.88	
Refuse Fund Acct. (Texpool 0009)	$ 75,246.84		
Park Improvement (Texpool 0002)	$ 1,750.24		
Water/WW Fund (Texpool 0003)(Operating 90 day)	$ 423,007.55		
Water/WW Fund (Texpool 00017)(Capital)	$ 390,652.11		
Elec. Fund (Texpool 0005) (Operating)	$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	$ 129,535.33		
Elec. Surcharge (Texpool 0015)	$ 68,225.25		
Money Market Acct. (FNB 092)		$ 172,673.43	
TOTAL:	**$ 1,804,502.32**	**$ 274,498.31**	**$ 2,079,000.63**
Contractor Managed Accounts Nonspendable			
NTMWD Sewer Plant Maint. Fund	$ 13,844.00		
Sharyland PCRF Fund	$ 270,539.00		
TOTAL APPROPRIATED SURPLUS	**$ 284,383.00**	**$ -**	**$ 284,383.00**
TOTAL CASH & INVESTMENT ACCOUNTS	**$ 3,677,293.10**	**$ 340,746.43**	**$ 4,018,039.53**

10/18/2013

SUMMARY OF CASH BALANCES SEPTEMBER 2013

FEDC 4A Board Investment & Checking Account						
FEDC 4A Checking Account(Independent Bank 3124)	$	169,692.35				
FEDC 4A Investment Account (Texpool 0001)	$	366,502.07				
FEDC 4A Certificate of Deposit (Independent Bank)	$	250,000.00				
TOTAL:	**$**	**786,194.42**	**$**	**-**	**$**	**786,194.42**

FCDC 4B Board Investment & Checking Account						
FCDC 4B Checking Account (Independent Bank 3035)	$	120,292.64				
FCDC 4B Investment Account (Texpool 0001)	$	84,808.70				
TOTAL:	**$**	**205,101.34**	**$**	**-**	**$**	**205,101.34**

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

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

MONTHLY BUDGET REPORT

SEPTEMBER 2013 (12/12 MONTHS OR 100% OF FISCAL YEAR)

GENERAL FUND

	CURRENT FISCAL YEAR					
	CURRENT BUDGET	CURRENT MONTH	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE						
PROPERTY TAX	704,483	1,403	700,503	-	3,980	99.44%
SALES TAX	348,918	39,348	370,873	-	(21,955)	106.29%
FRANCHISE FEES	61,603	974	61,049	-	554	99.10%
LICENSES/ PERMITS	19,790	2,465	27,473	-	(7,683)	138.82%
MUNICIPAL CT FINES	69,000	10,482	94,151	-	(25,151)	136.45%
4B SUPPORT/ REIMB	59,207	(9,618)	59,706	-	(499)	100.84%
FIRE RUN PAYMENTS	91,500	1,800	90,375	-	1,125	98.77%
LEASES/ RENTALS	42,968	3,578	41,954	-	1,014	97.64%
MISCELLANEOUS INCOME	78,311	25,218	76,476	-	1,835	97.66%
INTEREST	1,060	28	987	-	73	93.11%
TRANSFERS IN	1,069,935	89,160	1,069,930	-	5	100.00%
TOTAL REVENUE	**2,546,775**	**164,838**	**2,593,477**	**-**	**(46,702)**	**101.83%**
EXPENDITURES (BY DEPARTMENT)						
CITY COUNCIL	24,642	6,189	24,642	-	-	100.00%
ADMINISTRATION	445,058	48,605	406,323		38,735	91.30%
MUNICIPAL COURT	97,954	11,743	94,826		3,128	96.81%
LIBRARY	162,658	24,369	152,427		10,231	93.71%
CIVIC CENTER	14,700	1,237	12,906		1,794	87.80%
POLICE	847,977	104,567	843,048	5,319	(390)	99.42%
FIRE	266,565	25,320	250,516		16,049	93.98%
STREET DEPT	255,738	43,046	262,029		(6,291)	102.46%
PUBLIC WORKS BUILDING	91,462	19,487	110,210		(18,748)	120.50%
PARKS DEPT	298,137	23,547	272,261	-	25,876	91.32%
DEBT SERVICE (LEASES)	76,469		73,975		2,494	96.74%
TRANSFERS OUT	2,000		2,000		-	100.00%
TOTAL EXPENDITURES	**2,583,360**	**308,110**	**2,505,163**	**5,319**	**72,878**	**96.97%**
NET REVENUES OVER (UNDER) EXPENDITURES	**(36,585)**	**(143,272)**	**88,314**		**(119,580)**	

Sales Tax Chart
600,000
500,000
400,000
300,000
200,000
100,000
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2011/2012 FY
2012/2013 FY
Budget

General Fund Revenue Progress
Budget Year 10/2012 thru 9/2013
3,000,000.00
2,500,000.00
2,000,000.00
1,500,000.00
1,000,000.00
500,000.00
0.00
Oct-12
Nov-12
Dec-12
Jan-13
Feb-13
Mar-13
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
General Fund Revenue Budget
General Fund Y-T-D Actual

General Fund Expense
Budget Year 10/2012 thru 9/2013
3,000,000.00
2,500,000.00
2,000,000.00
1,500,000.00
1,000,000.00
500,000.00
0.00
Oct-12
Nov-12
Dec-12
Jan-13
Feb-13
Mar-13
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
General Fund Expense Budget
General Fund Y-T-D Actual

MONTHLY BUDGET REPORT

SEPTEMBER 2013 (12/12 MONTHS OR 100% OF FISCAL YEAR)

INTEREST & SINKING FUND

	CURRENT FISCAL YEAR				
	CURRENT BUDGET	CURRENT MONTH	**Y-T-D ACTUAL**	BUDGET BALANCE	**% OF BUDGET**
REVENUE					
PROPERTY TAX	328,335	550	323,037	5,298	98.39%
BOND PROCEEDS			6,038	(6,038)	
INTEREST	600	19	481	119	80.17%
TRANSFERS IN				-	0.00%
TOTAL REVENUE	**328,935**	**569**	**329,556**	(621)	**100.19%**
EXPENDITURES (BY DEPARTMENT)					
DEBT SERVICE PRINCIPAL	186,250		187,500	(1,250)	100.67%
DEBT SERVICE INTEREST	137,780		140,273	(2,493)	101.81%
PAYING AGENT FEES			1,300	(1,300)	
TOTAL EXPENDITURES	**324,030**	**-**	**329,073**	(5,043)	**101.56%**
NET REVENUES OVER (UNDER) EXPENDITURES	**4,905**	**569**	**483**		

MONTHLY BUDGET REPORT

SEPTEMBER 2013 (12/12 MONTHS OR 100% OF FISCAL YEAR)

REFUSE UTILITY FUND

	CURRENT FISCAL YEAR					
	CURRENT BUDGET	CURRENT MONTH	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE						
RESIDENTIAL COLLECTION	236,887	20,078	237,433		(546)	100.23%
COMMERCIAL COLLECTION	188,080	22,683	198,854		(10,774)	105.73%
BRUSH COLLECTION	1,500	285	1,950		(450)	130.00%
PENALTIES	6,500	600	6,973		(473)	107.28%
RECYCLING	4,900	409	4,848		52	98.94%
INTEREST	125	2	71		54	56.80%
TOTAL REVENUE	**437,992**	**44,057**	**450,129**	-	**(12,137)**	**102.77%**
EXPENSES						
PERSONNEL	-	-	185	-	(185)	0.00%
PROFESSIONAL SERVICES					-	
MAINTENANCE					-	0.00%
OPERATING EXPENSES	307,396	34,170	315,776		(8,380)	102.73%
ADMIN SUPPORT	6,455	538	6,455		-	100.00%
SUPPLIES					-	
MISCELLANEOUS	(69)		(56)		(13)	0.00%
CAPITAL OUTLAY					-	0.00%
TRANSFERS OUT	75,100	6,258	75,100		-	100.00%
TOTAL EXPENDITURES	**388,882**	**40,966**	**397,460**	-	**(8,578)**	**102.21%**
NET REVENUES OVER (UNDER) EXPENSES	49,110	**3,091**	**52,669**		**(3,559)**	

Refuse Fund Revenue Progress
Budget Year 10/2012 thru 9/2013
500,000.00
450,000.00
400,000.00
350,000.00
300,000.00
250,000.00
200,000.00
150,000.00
100,000.00
50,000.00
0.00
Oct-12
Nov-12
Dec-12
Jan-13
Feb-13
Mar-13
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
Refuse Fund Revenue Budget
Refuse Fund Y-T-D Actual

Refuse Fund Expense
Budget Year 10/2012 thru 9/2013
450,000.00
400,000.00
350,000.00
300,000.00
250,000.00
200,000.00
150,000.00
100,000.00
50,000.00
0.00
Oct-12
Nov-12
Dec-12
Jan-13
Feb-13
Mar-13
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
Refuse Fund Expense Budget
Refuse Fund Y-T-D Actual

MONTHLY BUDGET REPORT

SEPTEMBER (12/12 MONTHS OR 100% OF FISCAL YEAR)

WATER & WASTEWATER UTILITY FUND

	CURRENT FISCAL YEAR					
	CURRENT BUDGET	CURRENT MONTH	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE						
WATER REVENUES						
CC CONV FEE	-		-		-	
IMPACT FEES	4,045	-	4,051		(6)	
WATER SALES	1,014,235	128,529	1,021,618		(7,383)	100.73%
CONNECTION FEE	3,500	350	3,510		(10)	100.29%
PENALTIES & RECONNECT FEES	17,000	1,234	15,639		1,361	91.99%
TAP FEES	3,700	-	3,700		-	0.00%
TRANSFERS IN						
OTHER INCOME	8,480	$ 29,340	37,820		(29,340)	0.00%
	1,050,960	**159,453**	**1,086,338**	-	**(35,378)**	**103.37%**
SEWER REVENUES						
SEWER	664,549	67,836	687,511		(22,962)	103.46%
TAP FEES						0.00%
PENALTIES	12,000	1,395	14,898		(2,898)	124.15%
IMPACT FEES		-	3,944		(3,944)	
	676,549	**69,231**	**706,353**	-	(29,804)	**104.41%**
				-	-	0.00%
INTEREST EARNED	1,250	30	1,180		70	94.40%
	-	-	-	-	-	0.00%
TOTAL ALL REVENUES	**1,728,759**	**228,714**	**1,793,871**	-	**(65,112)**	**103.77%**
WATER EXPENSES						
ADMINISTRATION EXPENSES					-	
PERSONNEL	118,163	16,630	138,909		(20,746)	117.56%
PROFESSIONAL SERVICES	100	-	57		43	57.00%
MAINTENANCE	6,548	180	10,843		(4,295)	165.59%
UTILITIES	17,500	1,196	13,760		3,740	
SUPPLIES	750	-	-		750	0.00%
MISCELLANEOUS	2,000	390	2,403		(403)	120.15%
					-	
PERSONNEL	192,591	26,121	220,400		(27,809)	114.44%
PROFESSIONAL SERVICES	49,405	2,051	34,737		14,668	70.31%
OPERATING	105,261	2,774	94,480		10,781	89.76%
MAINTENANCE	5,180	3,849	7,620		(2,440)	147.10%
UTILITIES	30,700	3,051	30,083		617	97.99%

SUPPLIES	476,793	39,732	511,618		(34,825)	107.30%
MISCELLANEOUS	1,200	-	1,162		38	96.83%
CAPITAL OUTLAY	-				-	0.00%
EQUIPMENT TRANSFER		-			-	
TRANSFERS OUT	121,874	10,156	121,873		1	100.00%
TOTAL WATER EXPENSES	**1,128,065**	**106,130**	**1,187,945**	-	**(59,880)**	**105.31%**
WASTEWATER EXPENSES					-	
PERSONNEL	42,101	7,909	32,165		9,936	76.40%
PROFESSIONAL SERVICES	6,500	760	5,931		569	91.25%
MISCELLANEOUS	6,500	2,214	13,118		(6,618)	201.82%
MAINTENANCE	242,445	6,545	220,823		21,622	91.08%
OPERATING EXPENSES	-				-	
SUPPLIES		-	(74)		74	
UTILITIES	8,250	620	7,289		961	88.35%
DEBT SERVICE	108,450	-	108,450		-	100.00%
CAPITAL OUTLAY	-				-	
EQUIPMENT TRANSFER		-			-	
TRANSFERS OUT	144,601	12,050	144,600		1	100.00%
TOTAL WASTEWATER EXPENSES	**558,847**	**30,098**	**532,302**	-	**26,545**	**95.25%**
TOTAL ALL EXPENSES	**1,686,912**	**136,228**	**1,720,247**	-	**(33,335)**	**101.98%**
NET REVENUES OVER (UNDER) EXPENSES	**41,847**	**92,486**	**73,624**	-	**(91,657)**	

City Water Sales
1,000,000
900,000
800,000
700,000
600,000
500,000
400,000
300,000
200,000
100,000
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2011/2012 FY
2012/2013 FY
Budget

Water Fund Revenue Progress
Budget Year 10/2012 thru 9/2013
1,200,000.00
1,000,000.00
800,000.00
600,000.00
400,000.00
200,000.00
0.00
Oct-12
Nov-12
Dec-12
Jan-13
Feb-13
Mar-13
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
Water Fund Revenue Budget
Water Fund Y-T-D Actual

Water Fund Expense
Budget Year 10/2012 thru 9/2013
1,400,000.00
1,200,000.00
1,000,000.00
800,000.00
600,000.00
400,000.00
200,000.00
0.00
Oct-12
Nov-12
Dec-12
Jan-13
Feb-13
Mar-13
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
Water Fund Expense Budget
Water Fund Y-T-D Actual

City Sewer Sales
800,000
700,000
600,000
500,000
400,000
300,000
200,000
100,000
0
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Jul
Aug
Sep
2011/2012 FY
2012/2013 FY
Budget

Wastewater Fund Revenue Progress
Budget Year 10/2012 thru 9/2013
800,000.00
700,000.00
600,000.00
500,000.00
400,000.00
300,000.00
200,000.00
100,000.00
0.00
Oct-12
Nov-12
Dec-12
Jan-13
Feb-13
Mar-13
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
Wastewater Fund Revenue Budget
Wastewater Fund Y-T-D Actual

Wastewater Fund Expense
Budget Year 10/2012 thru 9/2013
600,000.00
500,000.00
400,000.00
300,000.00
200,000.00
100,000.00
0.00
Oct-12
Nov-12
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Mar-13
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
WasteWater Fund Expense Budget
WasteWater Fund Y-T-D Actual

MONTHLY BUDGET REPORT

SEPTEMBER 2013 (12/12 MONTHS OR 100% OF FISCAL YEAR)

ELECTRIC UTILITY FUND

	CURRENT FISCAL YEAR					
	CURRENT BUDGET	CURRENT MONTH	Y-T-D ACTUAL	Y-T-D ENCUMBRAN	BUDGET BALANCE	% OF BUDGET
REVENUE						
MANAGEMENT AGREEMENT	850,000		630,782		219,218	74.21%
MISC		76	76		(76)	
INTEREST	250	8	171		79	68.40%
SURCHARGE	150,000	34,143	68,293		81,707	45.53%
TOTAL REVENUE	**1,000,250**	**34,227**	**699,322**	**-**	**300,928**	**69.91%**
EXPENSES						
PERSONNEL SERVICES	30,936	3,963	37,670		(6,734)	121.77%
PROFESSIONAL SERVICES	40,000	5,203	16,865		23,135	42.16%
MAINTENANCE					-	
OPERATING EXPENSES					-	0.00%
UTILITIES					-	0.00%
MISCELLANEOUS	25,000	2,969	22,025		2,975	0.00%
EQUIPMENT TRANSFER					-	
CAPITAL OUTLAY	150,000	40,575	48,618		101,382	0.00%
TRANSFERS OUT	704,050	58,670	704,049		1	100.00%
TOTAL EXPENSES	**949,986**	**111,380**	**829,227**	**-**	**120,759**	**87.29%**
NET REVENUES OVER (UNDER) EXPENSES	**50,264**	**(77,153)**	**(129,905)**	**-**	**180,169**	

Electric Fund Revenue Progress
Budget Year 10/2012 thru 9/2013
1,200,000.00
1,000,000.00
800,000.00
600,000.00
400,000.00
200,000.00
0.00
Oct-12
Nov-12
Dec-12
Jan-13
Feb-13
Mar-13
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
Electric Fund Revenue Cumulative Actual
Electric Fund Revenue Budget

Electric Fund Surcharge Revenue Progress
Budget Year 10/2012 thru 9/2013
160,000.00
140,000.00
120,000.00
100,000.00
80,000.00
60,000.00
40,000.00
20,000.00
0.00
Oct-12
Nov-12
Dec-12
Jan-13
Feb-13
Mar-13
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
Electric Surcharge Revenue Budget
Electric Surcharge Revenue Cumulative Actual

Electric Fund Expense
Budget Year 10/2012 thru 9/2013
1,000,000.00
900,000.00
800,000.00
700,000.00
600,000.00
500,000.00
400,000.00
300,000.00
200,000.00
100,000.00
0.00
Oct-12
Nov-12
Dec-12
Jan-13
Feb-13
Mar-13
Apr-13
May-13
Jun-13
Jul-13
Aug-13
Sep-13
Electric Fund Expense Budget
Electric Fund Y-T-D Actual

Farmersville

DISCOVER A TEXAS TREASURE

TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 22, 2013

SUBJECT: Consider, discuss and act upon a resolution to temporarily close Business 78 (McKinney Street) downtown on October 29th to accommodate the Texas Legislative Medal of Honor ceremony

- With McKinney Street being a State owned highway, the attached resolution/agreement reflects the closure from South Main along McKinney Street to Windom and Washington Streets

ACTION: Approve or disapprove the resolution/agreement as presented.

Agreement No._____

STATE OF TEXAS §

COUNTY OF TRAVIS §

Resolution #R-2013-1022-001
AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of FARMERSVILLE, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including BUS 78 (McKinney St), in COLLIN, County; and

WHEREAS, the local government has requested the temporary closure of BUS 78 at the Town square for the purpose of **Gov Rick Perry – Texas Legislative Medal of Honor Ceremony for Sgt. Audie Murphy**, from 10-29-2013 @ 7am to 10-29-2013 @ 3pm as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 22nd day of October, 2013, the Farmersville City Council passed Resolution / Ordinance No. R-2013-1022-001, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD
This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION
The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT
A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.
C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.
D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.
E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be

able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its

contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
_____	Texas Department of Transportation
_____	_____
_____	_____
_____	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

Agreement No._____

THE CITY OF FARMERSVILLE

Executed on behalf of the local government by:

By_____ Date 10/15/2013

City Official

Typed or Printed Name and Title Benjamin L.White

City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____

District Engineer

Exhibit A

This will be a event that is labeled as Texas Legislative Medal of Honor Ceremony for Sgt. Audie Murphy. The event will last from 7a.m. until 3 p.m. The event will host people of all ages. To provide for the optimal community safety it is the request of the City of Farmersville that our agency be able to shut down highway and redirect traffic for a period of time for overall public safety.

This event will host an estimated 3,000 people and stretch 1 city block. The City of Farmersville Police Department will monitor for any need for redirection of traffic.

Street requested for closure

Bus 78 (McKinney St) from the west end of the town square to the east end.

Exhibit B

City Resolution

Resolution R#2013-1022-001
Approved October 22, 2013
City of Farmersville City Council

Agreement No._____

Exhibit C

CERTIFICATE OF INSURANCE

Texas Department of Transportation

Form 1560
(Rev. 04/07)
Previous editions of this form may not be used.

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: City of Farmersville

Street/Mailing Address: 205 S Main

City/State/Zip: Farmersville, Texas 75442

Phone Number: (972) 782 - 6151

WORKERS' COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Texas Municipal League			**Carrier Phone #:** (512) 491 - 2300	
Address: 1821 Rutherford Lane First Floor			**City, State, Zip:** Austin, Tx 78754	
Type of Insurance	**Policy Number**	**Effective Date**	**Expiration Date**	**Limits of Liability:**
Workers' Compensation	4694	10-01-2013	09-30-2014	Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:
Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Texas Municipal League			**Carrier Phone #:** (512) 491 - 2300	
Address: 1821 Rutherford Lane First Floor			**City, State, Zip:** Austin, Tx 78754	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Commercial General Liability Insurance	4694	10-01-2013	09-30-2014	Not Less Than: $ 600,000 combined single limit

BUSINESS AUTOMOBILE POLICY:
Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Texas Municipal League			**Carrier Phone #:** (512) 491 - 2300	
Address: 1821 Rutherford Lane First Floor			**City, State, Zip:** Austin, Tx 78754	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Business Automobile Policy Bodily Injury Property Damage	4694	10-01-2013	09-30-2014	Not Less Than: $ 250,000 each person $ 500,000 each occurrence $ 100,000 each occurrence

UMBRELLA POLICY (if applicable):

Carrier Name:			**Carrier Phone #:** ( ) -	
Address:			**City, State, Zip:**	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Umbrella Policy				

Agency Name	**Address**	**City, State, Zip Code**
City of Farmersville	205 S Main	Farmersville, Texas 75442

(972) 782 - 6151	Daphne Ham	10-15-2013
Authorized Agent's Phone Number	**Authorized Agent Original Signature**	**Date**

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536

NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The SIGNATURE of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 each occurrence
	$100,000 for aggregate

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Business Automobile Policy may be shown as a minimum of $600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

MAIL ALL CERTIFICATES TO:

Texas Department of Transportation
CST – Contract Processing Unit (RA/200 – 1st Fl.)
125 E. 11th Street
Austin, TX 78701-2483
512/416-2540 (Voice), 512/416-2536 (Fax)

Farmersville

DISCOVER A TEXAS TREASURE

TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 22, 2013

SUBJECT: Consider, discuss and act upon appointing board members to the TIRZ board

- TIRZ Directory is attached for review
- TIRZ Bylaws are attached for review

ACTION: Council to appoint three (3) members to the TIRZ Board.

FARMERSVILLE TAX INCREMENT REINVESTMENT ZONE (TIRZ)

Term: Two Year Term – No Term Limit
(Chairman is appointed annually)
Per the TIRZ By-Laws: 3 Directors are appointed by City Council
2 Directors are appointed by Collin County Commissioner's Court

Name	Address	Work	Email
Joe Helmberger (Chair) 1st Term Began 12/2011 – Term ends 12/2013	315 Houston	H: 972-784-4310 W: 972-442-7459 C: 214-546-3707	joehelmberger@verizon.net
Robbie Tedford 1st Term Began 12/2011 – Term ends 12/2013	1227 Red Oak Cir	H: 972-782-8383 W: 972-782-6212 C: 214-532-6660	robbie@tedfordchevrolet.com
Stefanie Hurst 1st Term Began 12/2011 – Term ends 12/2013	1406 Red Oak Cir	H: 972-782-7243 W: 972-784-8800 C: 214-796-0395	shurst@advancedfixtures.com
Chris Hill 1st Term Began 12/2011 – Term ends 12/2013		W: 972-424-1460 X 4631	chill@collincountytx.gov
Cheryl Williams 1st Term Began 12/2011 – Term ends 12/2013		W: 972-484-1460 X 4626	cdwilliams@collincountytx.gov
Ex Officio Members:			
Ben White City Manager	205 S. Main St	972-782-6151	b.white@farmersvilletx.com

MEETS: As Needed in the Council Chambers of City Hall. Time and date will be announced.

STAFF LIAISON: Daphne Hamlin, Finance Director

City of Farmersville

Farmersville Tax Increment Financing Reinvestment Zone No. 1

BYLAWS

ARTICLE I

POWERS AND PURPOSE

Section 1. <u>Financing Development or Redevelopment in the Z1.</u> In order to implement the purposes for which Tax Increment Financing Reinvestment Zone No.1, City of Farmersville, Texas (the "Zone") was formed, as set forth in **Ordinance No. 2011-1219-002,** approved on second reading December 19, 2011, creating the Zone, the City of Farmersville, Texas (the "City") may issue obligations to finance all or part of the cost of implementing the "project plan" for the Zone as defined in the Tax Increment Financing Act of the Tax Code, Chapter 311, Vernon's Texas Codes Annotated (the "Act").

Section 2. <u>Books and Records: Approval of Programs and Financial Statements.</u> The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the City Council and the City Auditor will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

ARTICLE II

BOARD OF DIRECTORS

Section 1. <u>Powers, Number, and Term of Office.</u> The property and affairs of the Zone shall be managed and controlled by the City Council based on the recommendations of the Board of Directors of the Zone ("Board of Directors" or "Board"), subject to the restrictions imposed by law, the ordinance creating the Zone, and these Bylaws. It is the intention of the City Council that the Board of Directors shall function only in an advisory or study capacity with respect to the Zone and shall exercise only those powers, advisory in nature, which are either granted to the Board pursuant to the Act or delegated to the Board by the City Council.

The Board of Directors shall consist of five (5) directors: three (3) of whom shall be appointed by the City Council of the City, and two(2)members shall be appointed by the County Commissioners Court of Collin County; provided however, that if a taxing unit (other than the

City) waives its right to appoint a member to the Board, as evidenced by written resolution duly adopted by the governing body of such taxing unit, the City may appoint such Board member in its stead.

The first Board of Directors shall serve for an initial term ending December 31, 2013 or until his or her successor is appointed. Subsequent directors shall be appointed by the governing bodies of the City and County, and shall serve for two (2) year terms beginning January 1, 2014 or until their successors are appointed by the respective governing bodies.

Any director may be removed from office by the City Council for cause deemed by the City Council as sufficient for their removal in the interest of the public, but only after a public hearing before the City Council on charges publicly made, if demanded by such Board member within ten (10) days.

In the event of a vacancy caused by the resignation, death, or removal for any reason, of a director, the governing body of the respective taxing unit which made such Board appointment shall be responsible for filling the vacancy.

Section 2. **Meetings of Directors.** The directors shall hold their meetings within a public building in the City as the Board of Directors may from time to time determine.

Section 3. **Regular and Special Meetings.** Regular and Special Meetings of the Board of Directors shall be held at such times and places as shall be designated, from time to time, by the Board of Directors. All meetings of the Board shall be of a public nature unless pertaining to matters of land purchase, security, personnel, or strictly legal matters. Notice of all regular and special meetings of the Board and any committees thereof shall be posted in accordance with the provisions of Chapter 551, Texas Government Code. There shall be at least one Regular Meeting held each year.

Section 4. **Emergency Meetings.** Emergency Meetings of the Board of Directors shall be held whenever called by the chair, by the secretary, by a majority of the directors then in office or upon advice of or request by the City Council. The secretary shall give notice to each director of each Emergency Meeting. Notice of all Emergency Meetings shall state the purpose, which shall be the only business conducted and shall be subject to the requirements of State Law.

Section 5. **Quorum.** A majority three (3) of the five (5) directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

Section 6. **Conduct of Business.** At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

Farmersville

DISCOVER A TEXAS TREASURE

TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 22, 2013

SUBJECT: Consider, discuss and act upon an Interlocal agreement between Collin County and the Charles J. Rike Memorial Library for funding during Fiscal Year 2013-2014

- Interlocal Agreement between Collin County and the City of Farmersville is attached for review

ACTION: Approve or disapprove ILA as presented

COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

October 2, 2013

CHARLES J. RIKE MEMORIAL LIBRARY
Mayor Helmberger
205 S. Main
Farmersville, TX 75442

Re: Interlocal Agreement Library Services

Dear Mr. Helmberger,

Enclosed please find three (3) copies of the Interlocal Agreement between Collin County and the Charles, J. Rike Memorial Library for your approval and signature regarding the referenced services.

Please sign and return three (3) originals for final processing as soon as possible. Upon completion, one (1) fully executed copy will be returned for your files.

Should you have any questions, please feel free to contact me at (972) 548-4122 or by e-mail at judydavis@co.collin.tx.us.

Sincerely,

Judy Davis
Buyer II
Collin County Purchasing
McKinney, Texas 75071

/jd
Encl.

cc: Contract file

THE STATE OF TEXAS

COUNTY OF COLLIN

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF COLLIN AND THE CHARLES J. RIKE MEMORIAL LIBRARY

I.

This agreement is made and entered by and between Collin County, a political subdivision of the State of Texas, hereinafter referred to as the "**COUNTY**" and the Charles J. Rike Memorial Library; hereinafter referred to as the **"LIBRARY".**

II.

The **COUNTY** and **LIBRARY** agree as follows:

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 citizens and residents of Collin County.

The **LIBRARY** is a City Council created entity established for administering and providing library services for the general public in Collin County, Texas.

The undersigned officers or agents of the **COUNTY** and the **LIBRARY** are properly authorized officials and agents and each has the necessary authority to execute this contract on behalf of said agent's principal and that any necessary resolutions or orders extending said authority have been duly passed and are now in full force and effect.

The **COUNTY** agrees to fund the **LIBRARY** in the amount of $15,119.33 for the 2014 fiscal year (October 2013 through September 2014) of the **COUNTY**, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **LIBRARY** will provide the following services to the citizens of Collin County for the year of 2014:

> The **LIBRARY** shall continue to provide full library services for residents of Collin County, Texas, without distinction between those who reside within or without an incorporated area of the county.
>
> The **LIBRARY** shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by the **LIBRARY** and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

All funds provided to the **LIBRARY** by the **COUNTY** shall be used solely for library services to the public.

The **LIBRARY** shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures and shall permit inspection and copying of said records by authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

Further, the **LIBRARY** agrees to submit to audits by the County Auditor in accordance with the directions of said official.

The **LIBRARY** shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided that matters and records deemed confidential by law shall not be compromised.

For the aforementioned services provided by the **LIBRARY**, the **COUNTY** agrees to pay to the **LIBRARY** for the full performance of this agreement the annual amount of $15,119.33; to be paid on a quarterly basis. The **LIBRARY** understands and agrees that payment by the **COUNTY** to the **LIBRARY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY**, and in conformance with applicable state law.

Neither of the parties to this agreement waives or shall be deemed herby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The **LIBRARY** is not given authority by this contract to place the **COUNTY** under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the **COUNTY** for the purpose of incurring liability. The **LIBRARY** does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the **COUNTY.**

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

EXECUTED in duplicate originals this, the ___ day of_____, 2013.

BY: _____
The County Judge of Collin County, Texas

BY: _____ _____
The Authorized Representative of Date
The Charles J. Rike Memorial Library

Farmersville

DISCOVER A TEXAS TREASURE

TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 22, 2013

SUBJECT: Consider, discuss and act upon an Interlocal agreement between Collin County and the City of Farmersville for Animal Sheltering Services

- Interlocal Agreement between Collin County and the City of Farmersville is attached for review

ACTION: Approve or disapprove ILA as presented

COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

September 30, 2013

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

Re: Animal Shelter Services

Dear Mayor:

The FY2014 budget process has been completed and the fees for Animal Sheltering Services ONLY, have been calculated. The annual fee for sheltering services to be paid by the City of Farmersville to Collin County for FY2014 will be $10,188.00.

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

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

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

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

Sincerely,

Matthew Z. Dobecka, CPPB

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

/md
Encl.

c: file

Contract Amendment Seven (7)

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

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

Effective Date 10/1/2013
Contract No. 10103-09
Contract Interlocal Agreement for the Facility Construction and Use of an Animal Shelter in Collin County

Awarded by Court Order No.:			2006-891-09-26
Contract Amendment No.:	1	Court Order No.	2007-1009-11-13
Contract Amendment No.:	2	Court Order No.	2008-887-10-14
Contract Amendment No.:	3	Court Order No.	2009-585-08-10
Contract Amendment No.:	4	Court Order No.	2010-834-10-11
Contract Amendment No.:	5	Court Order No.	2011-686-09-19
Contract Amendment No.:	6	Court Order No.	2013-013-01-07
Contract Amendment No.:	7	Court Order No.	

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Agreement shall be in effect from October 1, 2013, continuing through and including September 30, 2014 at the below rate:

Total amount for fiscal year 2014: $ 10,188.00

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

ACCEPTED BY:

CITY OF FARMERSVILLE

205 S. Main St.
Farmersville, TX 75452

SIGNATURE
TITLE:
DATE:

ACCEPTED AND AUTHORIZED BY AUTHORITY OF COLLIN COUNTY COMMISSIONERS' COURT

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

Michalyn Rains, CPPO, CPPB
Purchasing Agent
DATE:

Farmersville
DISCOVER A TEXAS TREASURE

TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 22, 2013

SUBJECT: Consider, discuss and act upon dumpsters located in right-of-ways of City streets

- City Manager Ben White will discuss this item

ACTION: Council to make decisions as deemed necessary.

Farmersville

DISCOVER A TEXAS TREASURE

TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 22, 2013

SUBJECT: Consider, discuss and act upon addressing the utility and drainage issues regarding the courtyard behind 104 McKinney Street

- City Manager Ben White to discuss this item

ACTION: Council to make decisions as deemed necessary.