

Agenda Section	Informational Items
Section Number	IV.C
Subject	Main Street Board Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	Main Street Board Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Farmersville Main Street Board Minutes November 7, 2016 City Hall

The meeting was brought to order at 5:00 PM by Vice President Randy Rice. Present were board members Glenda Hart, Randy Rice, Kim Potter, Kim Smith-Cole, and 4B representative Donna Williams. Also present were Main Street Manager Adah Leah Wolf, City Manager Ben White, Councilman Leaca Caspari, and Mayor Diane Piwko.

Consider for approval October 4, 2016 Meeting Minutes:

There was no discussion regarding the October 4, 2016 meeting minutes; motion to approve by Glenda Hart, second by Kim Smith-Cole. Minutes were approved as presented.

Consider for approval October 2016 Financial Statements:

Motion to approve as written by Glenda Hart; second by Kim Smith-Cole. The statements were approved as presented.

Main Street Manager Monthly Update:

Adah Leah Wolf presented a written monthly report for October, and highlighted the following: Lacey Henderson at Texas A & M at Commerce has been contacted to see if we can locate a possible journalism student to serve as Main Street intern next year. The Farmersville Heritage Museum Board presented a PowerPoint presentation to the First Baptist Church "Ballclub" seniors. A successful Scare on the Square event was organized by downtown merchant, Amanda Rasbeary. The Farmersville Historical Society's "Farmersville 1900" day camp for 5th graders was held; volunteers included Randy Rice, Glenda Hart, participants from the Police and Fire departments, and Mayor Piwko. The Downtown Shoppers Guide has been updated and includes the newest shop, Little Ranch Imports. All Main Street district building owners were contacted to obtain permission to install Christmas lights along the rooftops. The First Baptist Church roof is completed except for the turrets, as is the roof on the old Feagin's Supermarket building. Wall repairs are underway at the Public Safety building. The railroad crossing on South Main has been completed. 711 McKinney Street has been painted (Martha's Thrift). The Farmers & Fleas Market on Nov. 5 was a busy one, with many good volunteers assisting. The next downtown merchants meeting will be on Nov. 17 at Little Ranch Imports, hosted by Juan Bautista. November 18 will be Red Carpet Night, a customer appreciation event organized by Main Street Antiques and this year includes eleven businesses.

Workshop: Review of Work Plan

The board continued to flesh out the major work plan areas which were identified at the last board meeting:

Health Initiative—PROMOTE A HEALTHY DOWNTOWN

I—For BUILDINGS

- A. Promote rollout of National Register District:**
 - Walking tours
 - Fliers: A & M Commerce intern to assist?
 - Signage to indicate district: what do other communities do in this regard?
 - Need to install TXDOT approved signage we already have, on hwys 380 & 78
- B. Workshop/s**
 - Caring for your historic building. Perhaps local restoration experts can assist.
- C. Promote upgrades to ADA accessibility**

II--For PEOPLE

Goals: Bring awareness to downtown, using health as a draw. Learn about local health providers, learn about being healthy, encourage/reward healthy activities in downtown.

- A. Identify health partners-businesses in downtown related to health & fitness- encourage training/workshops downtown**
 - Dr. Gamboa Parsley
 - Dyer Drug- do the Pharmacists have good information they need to communicate to the public?
 - Farmersville Medical Center
 - Becky Reeder's exercise dance studio
 - Tamara's Dance Studio
 - P31 Fitness
 - Plexxus
 - Other vendors including Farmers & Fleas vendors, related to diet and nutrition?

And Farmersville Physical Therapy not downtown, but has successful health fair event we could tie into.

Restaurants: Could they have healthy options on the menu?

Boy Scouts: Do they have health and fitness badges they are working on

Churches: Do they offer health classes?

First Responders: which classes are they required to take for continuing education? Could the public participate in these?

Schools: health activities we could tie in with?

B. Identify and promote an exercise “loop” downtown:

Create brochure, identify distances and attractions along the way, including geocache opportunities.

Reward and recognize those who exercise, perhaps T shirts, Ex. *Main Street Mile*

C. Promote use of Chaparral Trail and better link it to downtown with signage:

Better signage to educate on use of trail’s exercise stations already in place

Detailed Trail map, showing benches, exercise stations, other amenities (perhaps Eddy Daniel office can assist with this). Show shopping location in relation to trail! Also indicate trail condition.

Better signage at Trailhead and also on Main Street, showing direction to shopping.

Have an information booth at the next Chamber Bike Ride to provide a personal greeting and information about downtown; encourage sidewalk sales.

Hitching rail for horses at trailhead might encourage more to begin the trail here (instead of beginning at the Spain Complex).

Consider blocking access to Farmersville Parkway at Main Street going WEST, so that traffic must be routed into downtown. This would be especially useful on busy event days such as Farmers & Fleas Market, bike rides, etc.

SIGNAGE Improvements

Including National Register signage

Signs on Hwy 380/78

In city signs showing direction to downtown shopping

Talk to newcomers to town and see what their needs are

Adah Leah to create outline of plan.

Randy to assist with signage portion, Kim Potter to assist with identifying health partners.

Other discussion included review of upcoming holiday events, including:

Treats for Tatum Students on Dec. 2—volunteers needed!

Encouraging staying open late on Parade Day

Encouraging staying open late on Thursdays in December,

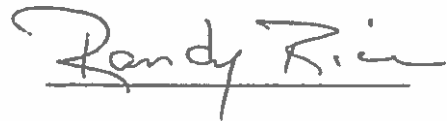
Angel Tree needs participation

Webinar on Nov. 17: Secretary of the Interior Standards for Preservation.

Discussion of placing items on future agendas:

The next meeting will be Monday, December 12 at 5 PM.

Adjournment: With no further business to discuss, the meeting was adjourned by
Randy Rice at 6:02 PM



Agenda Section	Informational Items
Section Number	IV.D
Subject	Main Street Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	Main Street Monthly Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



Main Street Monthly Report
February 2017
Reported by Adah Leah Wolf,
Main Street Program Manager



ORGANIZATION/ADMINISTRATION:

	Farmersville Main Street receives National Main Street Recognition-we have received this honor each year we have been in the Main Street Program (since 2000). The Farmersville Times had an article about this in the Feb. 16 edition
1	Administrative assistance provided by Debbie Ranspot.
6	Main Street Board meeting planned, but cancelled due to lack of quorum
1, 15, 22	City Staff meetings attended
13	Farmersville Community Development Corp. Board meeting. Meeting preparation including handouts and posting.
14	Attended City Council Meeting
25	Representatives from City, 4A and 4B attended Collin College Scholarship event (Stetson and Stilletto)
27-28	Attended Preservation Texas Conference in Waco

PROMOTION:

	Calendar of Events for 2017 compiled and placed on website
1	February E Newsletter sent to "friends" of downtown list
4	The Farmers & Fleas Market had a good day despite chilly weather.
11	Fifteen downtown Merchants coordinated a successful downtown event, "Fall in Love With Farmersville." Downtown merchants are in the process of working with the Chamber to become a subcommittee for marketing purposes.
14	Farmersville Heritage Museum board gives update to City Council
14	E newsletter sent to downtown business owners and building owners
23	Farmersville Heritage Museum Board meeting. Portable panels have been completed and installed by AFI-a significant contribution to the Museum! Two board members attended THC webinar on Collection Protection
23	Audie Murphy Day Committee planning meeting. Event will have a PTSD theme this year. More brochures have been printed.
	Coordination of billboard design for new signs promoting the Chaparral Trail.
23	Meeting with Tonie Allard regarding Audie Murphy Day
24	Ads placed for Farmers & Fleas Market; press releases sent.
	Downtown Shoppers Guide revised
25	Attended Historical Society Luncheon fundraiser

DESIGN:

	City Hall construction continues: front office upgrades
	May Building façade renovations are complete this month: window repair, painting, and replacement of canopy. Previous Main Street Design assistance had been received for this building.
	Post Office had repairs completed to the flagpole, concrete, handicap rails, and windows

ECONOMIC RESTRUCTURING:

5	Jordan's Barbeque celebrated their one year anniversary.
	Provided information on downtown building space available to Taylor Holland and to Nathan Bowers.
9	Chamber networking meeting at Old Time Home Furnishings
16	Monthly Downtown Merchants get-together held, hosted by Red Door Antiques
22	Chamber Luncheon program by Collin SBC

Approximate number of volunteer hours donated this month: 210

V. PUBLIC HEARING

Agenda Section	PUBLIC HEARING
Section Number	V.A
Subject	Public hearing to consider discuss and act upon adding a new or unlisted use to allow "vehicle towing and outdoor motor vehicle storage" as a use in the Light Industrial (I-1) Zoning District with a Specific Use Permit (SUP) and the Heavy Industrial (I-2) Zoning District by right as recommended by the Planning and Zoning Commission, or to make such other determination concerning the zoning classification in which such use should be allowed as the City Council finds appropriate in accordance with Section 77-135 of the Farmersville Code.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	<ul style="list-style-type: none"> • Letter from Keel Recovery • Letter from Dr. Michael Goldstein • Planning & Zoning Minutes from January 23, 2017
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



904 W Audie Murphy Pkwy, Farmersville, TX 75442 ▲ Ph 972.784.3075 ▲ Fx 469.547.0825 ▲ keelrecovery.com

December 2, 2016

Re: Zoning

To Whom It May Concern:

Please consider this letter as a formal request of the City of Farmersville Planning and Zoning to add TOWING & RECOVERY as a business type being conducted in the city's commercial district, specifically the location at 904 W Audie Murphy Pkwy.

The business has brought commerce, jobs, and tax revenue to the city and will continue to do so. We hope that the city will see us as a benefit, providing local towing services and have hopes to become part of the rotation as an incident management resource for the City of Farmersville and surrounding areas.

Please contact me if you need any additional information. We appreciate your consideration!

Sincerely,

Billy Keel
Owner
Keel Recovery

Keel Recovery

Auto Recovery & Towing Specialists

Billy Keel

Owner

904 W Audie Murphy Pkwy
Farmersville, TX 75442

Office 972.784.3075

Cell 214.212.7400

www.keelrecovery.com




November 30, 2016

Dear Sirs and Madams,

As property owner of 904 W Audie Murphy parkway which is in the name of the Goldstein 1 Family Ltd Partnership I request and allow adding repossession automobile recovery business to the list of commercial businesses in the city of Farmersville. I direct this request to the Planning and Zoning board and to the City Council of Farmersville.

Thank you,


L. Michael Goldstein, M.D.

President Goldstein Family 1 Ltd Partnership



**CITY OF FARMERSVILLE
PLANNING AND ZONING COMMISSION MINUTES
for
January 23, 2017**

I. PRELIMINARY MATTERS

- Chairman Craig Overstreet presided over the meeting which was called to order at 6:30 p.m. Commissioners Sarah Jackson-Butler, Charles Casada, Russell Chandler, Chad Dillard, and Paul Kelly were in attendance. Commissioner Bobby Bishop was absent due to a conflict of interest that was brought to the attention of the Commission at the last meeting. Also in attendance were City Manager, Ben White; City Attorney, Alan Lathrom; Council Liaison, John Klostermann; Staff Liaison, Sandra Green; and Assistant to the City Manager, Paula Jackson.
- Paul Kelly said the prayer and Craig Overstreet followed with the pledges to the United States and Texas flags.

II. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- A. Consider, discuss and act upon minutes from December 19, 2016.
 - Motion to approve the minutes as written made by Russell Chandler
 - 2nd to approve made by Sarah Jackson-Butler
 - All members voted in favor
- B. Consider, discuss and act upon a request to add Towing and Recovery as a business type under the Automobile Service Use in the Comprehensive Zoning Ordinance for Highway Commercial (HC) and Commercial (C).
 - Craig Overstreet reminded the Commission the public hearing was held at the December 19th meeting and this meeting is just a continuation and conclusion of that meeting.
 - Alan Lathrom addressed the Commission and stated that he reviewed the Ordinances of five cities around the area to see how they have addressed wrecker services, auto storage yards, salvage yards, and similar type uses. The Ordinances from the City of Anna, Melissa,

Murphy, Greenville, and Wylie were considered when researching for the type of use. He included a copy from all of the cities regarding the ordinance language and excerpts as backup. He explained that he did not include information from the Cities Comprehensive Plans or their Zoning Ordinances to identify the locations in which they allow the zoning districts or particular uses. To identify the exact location the Commission would need to look into the City of Farmersville's Comprehensive Plan and Zoning Ordinance to see where it fits.

- Paul Kelly asked if the City wants to allow the wrecker and storage service in the highway commercial or commercial districts or does it need to be moved to the light industrial. Anyone can see what it looks like now and the City may not want the highway commercial front to have big panels for screening at that location even if they were granted a specific use permit. He suggested moving the use out of highway commercial and move it to light industrial and then set up definition for the use and requirements.
- Craig Overstreet indicated the decision at the meeting would be to either allow the use in highway commercial or commercial, not to place it another location.
- Russell Chandler stated he agreed with Mr. Kelly.
- Craig Overstreet made the comment that automobile uses are allowed in the highway commercial district.
- Alan Lathrom stated there are some limited automobile uses such as convenience stores with gas islands that are allowed in highway commercial and automobile sales are allowed. But, there is currently not a use for a towing and wrecker service in the highway commercial zoning classification or the commercial zoning classification. The way the Ordinance is crafted allows for when a new or unlisted use comes before the Commission a recommendation can be made as to the appropriate zoning district where it might be allowed and then forward it to City Council for their consideration. He also explained that most of the ordinances that were pulled from neighboring communities were all in the light industrial or the heavy industrial districts with a specific use permit or by right, depending on the city.
- Charles Casada stated the Commission is looking at tax dollars that could come to the City. Although, he agrees with the location maybe they need to look at trying to keep the business here.
- Craig Overstreet explained that at the last meeting Mr. Kelly told the applicant the Commission did want his business here, but it may or may not be at the present location.
- Chad Dillard asked how the business was able to open without a use in the Ordinance.
- Sarah Jackson-Butler stated they received a certificate of occupancy.
- Ben White explained the business was given a certificate of occupancy to operate as an office only with no automobile storage or storage of any type. The idea was they would tow the car and then

get rid of the automobile before night so there would not be storage. But, that is not what has happened. The City can do things from its perspective to be lenient to this situation. For example, the City could give them time to come into compliance and that time limit could be really long. Ben stated he has spoken to the owners of Keel Towing and Recovery and suggested that two years would be given to them. This would allow the owners to move or do something different over time if the decision was the use is not allowed in highway commercial.

- Paul Kelly asked if there would be restrictions placed on the business if the Commission allowed the business to stay at the present location for two years.
- Ben White indicated the only restrictions that were explained to the owners was that the business could not grow beyond where it currently was, and the amount of automobiles would be limited to 70.
- Paul Kelly stated that amount of cars was way too many.
- Ben White explained the City could change that number, but the idea was to try and retain the business and make a good pathway for them to come into compliance.
- Paul Kelly stated that would give the City enough time to find a place for the business and write and structure an Ordinance.
- Craig Overstreet and Russell Chandler both agreed that two years was too long.
- Craig Overstreet explained the owners knew what they were doing when they came into the City and received a certificate of occupancy for an office and then brought 70 cars. He feels that one year is sufficient time.
- Ben White stated the two years was a judgement call to allow them to go to the next step in Farmersville.
- Paul Kelly inquired as to how many employees from Farmersville were employed by them.
- Ben White answered by stating when he was at the business he saw the owner, his wife, and one other employee.
- Chad Dillard stated there are several wreckers in and out of the business all the time.
- Sarah Jackson-Butler explained the owners had stated there were four or five employees, but they did not indicate how many lived in Farmersville.
- Ben White stated that he was willing to listen to agreements for allow less time.
- Paul Kelly asked what would be needed from the Commission to make the recommendation to City Council to go in whatever direction they wanted to go in giving the owners that time frame because he did not feel that was within the Commissions jurisdiction.
- Ben White stated that would be with the City's daily enforcement.
- Alan Lathrom explained the Commission could make a motion and the motion had to be in conjunction with the posting. The motion could

state whether the use would be allowed in the highway commercial zoning and commercial zoning districts and tag on what district it might be more appropriate in.

- Craig Overstreet stated the City is telling all current businesses and future businesses they have to abide by the highway commercial and commercial zoning requirements. But, Keel Towing and Recovery was possibly going to be allowed to stay for two years and that does not seem fair.
- Ben White explained the City gave them an appropriate amount of time to try and hold on to a business in Farmersville.
- Craig Overstreet asked if the City has spoken to the owners about their lease terms.
- Ben White stated that he did not discuss their lease terms, but they did discuss the duration of two years and the owner thought that was appropriate.
- Craig Overstreet continued by saying that if their business was manufacturing or something similar it would be different, but the owners could have the cars out in one night.
- Chad Dillard stated the problem seems to be where the business would go.
- Sarah Jackson-Butler suggested the Commission break it down into two steps. First, where to place the use in the Zoning Ordinance and then come back with the duration of time to allow the use in the current location. She stated that Alan Lathrom indicated the use was allowed in light industrial with a specific use permit and heavy industrial by right according to all the other cities. She asked if the City knew how long the business had been occupying the current location.
- Paula Jackson indicated it had been approximately six months, with the understanding that their certificate of occupancy actually stated for office use only.
- Russell Chandler explained he would be compelled to go longer if the owners would have told the City upfront what they were going to do.
- Ben White stated he would be willing to present the idea to City Council and inform them what the City is doing and see if they agree or if they want to lower the time frame. In the meantime, the owners could be told it was being considered.
- Paul Kelly stated if the City allows the two years he would like to see a reduction in the number of cars that would be allowed.
- Ben White asked Paul Kelly if he had a specific number of cars in mind that would be allowed for those two years.
- Paul Kelly indicated 30 to 35, at the most.
- Chad Dillard recommended the City make the owners stripe the parking lot so the vehicles are not mirror to mirror.
- Ben White explained the City has just kept it to the number of vehicles the owners could have on the lot. The City will deliver a letter to the owners to inform them of what will be enforced.

- Paul Kelly stated the lot would look better if the owners paved the lot and stripped it.
- Ben White indicated the lot was rock before and is rock now, but the use has changed. If the City made that a requirement right now it would probably drive the business off.
- Charles Casada stated his understanding was that in the last meeting Dr. Goldstein, owner of the property, commented that the business had rights to ten acres.
- Ben White indicated there was more property, but Dr. Goldstein wanted to limit the number of cars.
- Craig Overstreet asked if there were any tax implications.
- Ben White stated the owners would probably pay sales tax. If the City's Ordinance was written to say we could collect a fee then there might be.
- Alan Lathrom indicated there would be sales tax if they charged fees for towing or storage.
- Paul Kelly explained he is afraid the City would give the owner's a certain time frame, they would use the time up, and then move the business to another city. Ben White stated that whatever the Commission and Council decides is what the City will enforce.
- Craig Overstreet stated he believed everyone agreed that the use needed to be moved to light or heavy industrial. He does not believe there is a consensus on the time frame.
- Ben White explained some on the Commission had stated that one year is long enough and the City can present that time frame to Council.
- Sarah Jackson-Butler stated that if they are already six months into their lease then the owners of the business only have six months out of the lease left, 18 months at the most. The City has to be consistent because with some of the other enforcement issues the City are quick to respond.
- Alan Lathrom indicated the Commission needed a motion.
- Charles Casada asked what the City would do after the one year time frame if they do not comply.
- Ben White explained the City would go into code enforcement mode. The City also has the right to revoke the Certificate of Occupancy.
- Alan Lathrom indicated the City can revoke the certificate of occupancy if the owners are not working within the perimeters of the certificate of occupancy. The City would have the right to shut them down and there could be some costs related to that.
 - Motion to move the use to Light Industrial (I-1) with a special use permit and to Heavy Industrial (I-2) by right made by Sarah Jackson-Butler.
 - Paul Kelly clarified by stating that the first part of that motion would be to deny the request to add towing and recovery as a business type under the automobile service use in the

Comprehensive Zoning Ordinance for highway commercial and commercial and then part two that was stated by Sarah Jackson-Butler.

- o 2nd to approve made by John Casada
- o All members voted in favor

III. ADJOURNMENT

- The meeting was adjourned at 7:12 p.m.
 - o Motion to adjourn made by Paul Kelly
 - o 2nd to approve made by Sarah Jackson-Butler
 - o All members voted in favor

ATTEST:


Sandra Green, City Secretary

APPROVE:


Craig Overstreet, Chairman



VI. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Consider, discuss and act upon requested citizen(s) input regarding the U.S. Highway 380 cemetery.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Clifford Moss and Pastor David Meeks to give presentation • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.B
Subject	Consider, discuss and act upon Resolution #R-2017-0314-001 requesting financial participation from the Texas Water Development Board.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	R-2017-0314-001
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION # R-2017-0314-001**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, REQUESTING FINANCIAL PARTICIPATION FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR FINANCIAL PARTICIPATION; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

WHEREAS, the City of Farmersville, Texas ("City") is requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

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

Section 1. All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

Section 2. The City Council hereby approves and authorizes an application to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$5,845,000.00 to provide for the costs of improving the City of Farmersville's sanitary sewer system.

Section 3. Benjamin L. White, P.E., is hereby designated the authorized representative of the City of Farmersville, Texas for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

Section 4. The following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Farmersville, Texas before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: David Medanich
First Southwest
A Division of Hilltop Securities
777 Main Street, Suite 1200
Fort Worth, Texas 76102

Engineer: Eddy Daniel, P.E.
DBI Engineers
PO Box 606
Farmersville, TX 75442

Bond Counsel: Kristen Savant
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, TX 75201

DULY PASSED AND RESOLVED by the City Council of the City of Farmersville, Texas on this the 14th day of March, 2017.

APPROVED:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Consider, discuss and act upon Resolution #R-2017-0314-002 seeking designation as a management agency for wastewater collection and treatment.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	R-2017-0314-002
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Provide staff direction for future action • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION # R-2017-0314-002**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, SEEKING DESIGNATION AS A MANAGEMENT AGENCY FOR WASTEWATER COLLECTION AND TREATMENT IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 208 OF THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED

WHEREAS, the City of Farmersville, Texas ("City") has the authority to design, construct, operate, and maintain wastewater collection and treatment facilities; to raise revenues and assess appropriate charges to assure that each participating party pays its appropriate share of sewerage system costs; to accept or refuse to accept any wastes from any participating party; to accept and utilize grants or other funds from any source for wastewater management purposes; and, to carry out appropriate portions of an area-wide water quality management plan.

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

Section 1. All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

Section 2. The City of Farmersville, Texas seeks designation as a management agency for wastewater collection and treatment within its city limits and certificated area as generally depicted in the 8½" x 11" map attached hereto as Exhibit A and incorporated herein for all purposes allowed by law, in accordance with the requirements of Section 208 of the Federal Water Pollution Control Act, as amended.

DULY PASSED AND RESOLVED by the City Council of the City Council of the City of Farmersville, Texas on this the 14th day of March, 2017.

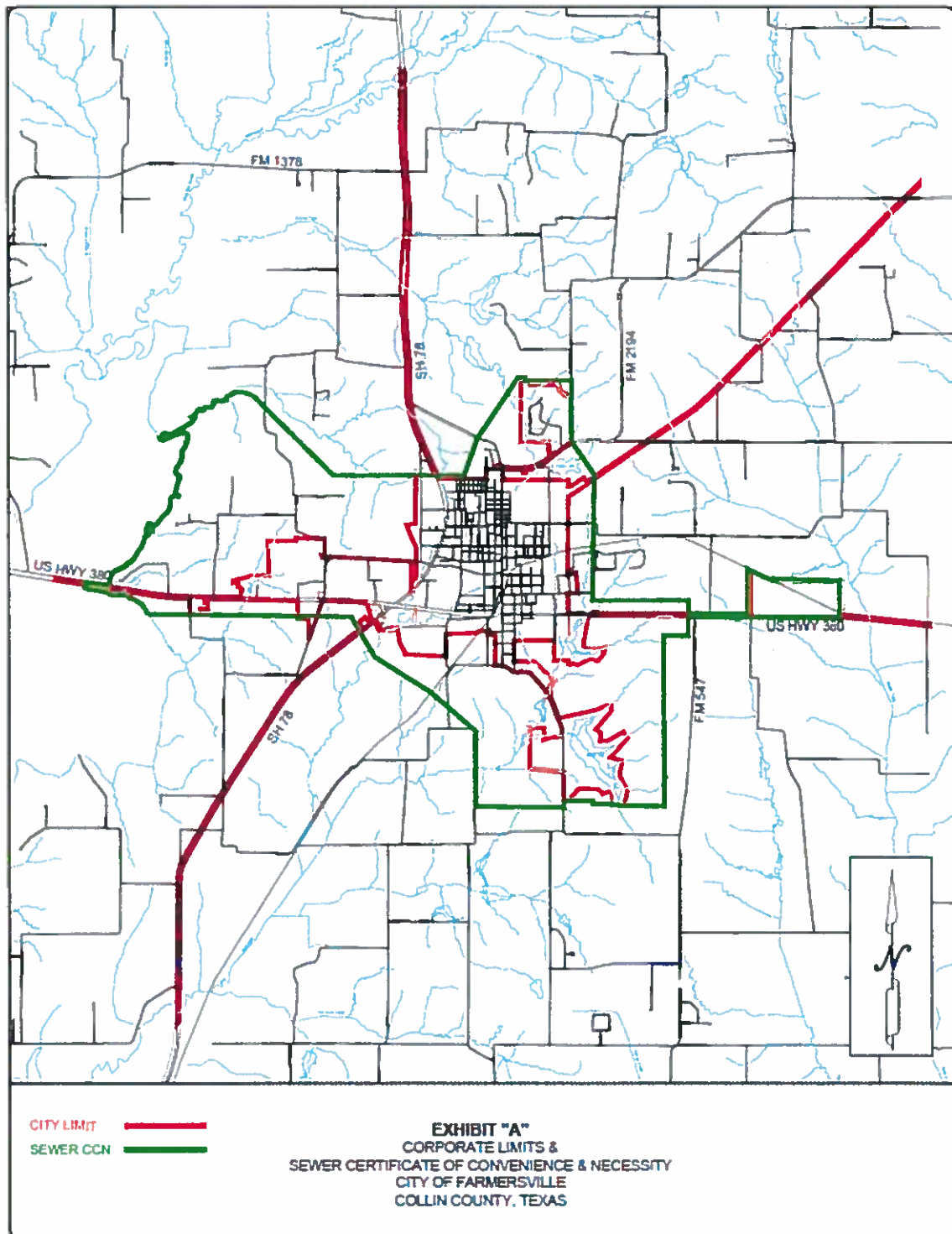
APPROVED:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Exhibit A



Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Consider, discuss and act upon procuring professional services for the Clean Water State Revolving Fund (CWSRF) project (wastewater treatment and collection project).
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	Letter from Ben White
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



10 March 2016

City Council
City of Farmersville
205 South Main Street
Farmersville, Texas 75442

Subject: Selection of Professional Services for the Wastewater Treatment Plant Project Funded by the Clean Water State Revolving Fund (CWSRF) Loan

Dear Council,

The City of Farmersville has completed its Request for Qualifications (RFQ) for professional services related to the wastewater treatment plant project funded by a CWSRF loan from the Texas Water Development Board (TWDB).

Twenty-two organizations requested RFQ documentation however only fifteen completed the process by submitting a response by the 17 February 2017 deadline at 4:00 pm. Each firm submitted a response to satisfy at least one of the following professional services categories.

Civil Engineering Firm
Geotechnical Engineering Firm
Structural Engineering Firm
Electrical Engineering Firm
Architectural Firm
Surveyor
Archaeologist
Legal Counsel
Bond Counsel
Financial Advisor

Below is a list of the submitting firms with staff's selection recommendation indicated by an "X" in the "Staff Selection" column.

Staff Selection	Firm Name	City, State
Civil Engineering Firm		
	Arredondo, Zepeda & Brunz, LLC	Dallas, Texas
X	Daniel & Brown Inc.	Farmersville, Texas
	KSA Engineers, Inc.	McKinney, Texas
	KWH Engineering LLC	Plano, Texas
Geotechnical Engineering Firm		
	Alliance Geotechnical Group	Frisco, Texas
X	CMJ Engineering, Inc.	Fort Worth, Texas
Structural Engineering Firm		
X	JQ Infrastructure, LLC	Dallas, Texas
Electrical Engineering Firm		
	Gupta & Associates, Inc	Dallas, Texas
X	McCreary & Associates, Inc.	Dallas, Texas
Architectural Firm		
X	Quorum Architects	Fort Worth, Texas
Surveyor		
X	White Hawk Engineering & Design, LLC	Allen, Texas
Archaeologist		
	No firms submitted qualifications	
Legal Counsel		
X	Brown & Hofmeister, L.L.P.	Richardson, Texas
Bond Counsel		
X	Norton Rose Fulbright US LLP	Dallas, Texas
Financial Advisor		
X	First Southwest	Fort Worth, Texas

That you for your attention concerning this matter.

Sincerely,



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

Agenda Section	Regular Agenda
Section Number	VI.E
Subject	Consider, discuss and act upon Resolution #R-2017-0314-003 regarding a grant application from the Office of the Governor Criminal Division for the Incident Command Vehicle Program.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	R-2017-0314-003
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION # R-2017-0314-003**

A RESOLUTION OF THE CITY OF FARMERSVILLE, TEXAS, IN SUPPORT OF A GRANT APPLICATION FROM THE OFFICE OF THE GOVERNOR CRIMINAL JUSTICE DIVISION FOR THE INCIDENT COMMAND VEHICLE PROGRAM.

WHEREAS, the City Council of City of Farmersville, Texas, finds it in the best interest of the citizens of Farmersville, that the Incident Command Vehicle Program be adopted for the 2017-2018 budget year; and

WHEREAS, the City Council of City of Farmersville, Texas, agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City Council of City of Farmersville, Texas, assures that the funds will be returned to the Criminal Justice Division the Office of the Governor in full.

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. The City Council of the City of Farmersville, Texas, hereby approves the submission of a formal application to the Criminal Justice Division ("CJD") of the Governor's Office for the Incident Command Vehicle grant program.

SECTION 3. The City Council of the City of Farmersville, Texas, hereby designates the City Manager of the City of Farmersville, Texas, Benjamin L. White, as the City's authorized official regarding the Incident Command Vehicle grant program; and, hereby delegates to the City Manager the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of Farmersville, Texas.

PASSED AND APPROVED, by the City Council of the City Council of the City of Farmersville, Texas on this 14th day of March, 2017.

APPROVED:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Grant Number: 3367401

Agenda Section	Regular Agenda
Section Number	VI.F
Subject	Consider, discuss, and act upon code enforcement regarding Keel Towing and Recovery located at 904 W. Audie Murphy Parkway.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Ben White to lead discussion regarding the time frame (2 years or less) to allow Keel Recovery to stay at their current location and come into compliance per their issued Certificate of Occupancy, or to vacate current location. • City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.G
Subject	Consider, discuss, and act upon contract with Kimley-Horn as the City of Farmersville Planning Engineer and planning services.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	<ul style="list-style-type: none"> • Farmersville Planning Services Contract • Standard Master Agreement between Client and Kimley-Horn and Associates, Inc. for Continuing Professional Services
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action



March 9, 2017

INDIVIDUAL PROJECT ORDER NUMBER 1

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Farmersville, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated _____, which is incorporated herein by reference.

Identification of Project: Farmersville Planning Services

Scope of Services

PROJECT UNDERSTANDING

The purpose of this project is to update the City of Farmersville's Zoning Ordinance and Subdivision Ordinance to improve overall functionality and practicality of the City's ordinances, and reflect the vision established in the Farmersville Comprehensive Plan. The primary objective of developing these updated ordinances is to create a set of development standards and procedures that build upon the character of the community while supporting economic development and overall livability.

Task 1: Project Initiation / Data Collection / Project Management

1.1 Project Management

Consultant will manage day to day activities associated with communications, scheduling, budgeting, billings, sub-consultant contracting and management, and work planning related to the project.

1.2 Data Collection / Review / Base Mapping

The City will provide the Consultant with available data (electronic files, including Microsoft Word files, and / or hard copies as available) including relevant planning studies, the current future land use plan, current official zoning map and zoning ordinance, current subdivision ordinance and County Tax Assessor's files related to:

- a) Current land use
- b) Current zoning
- c) Existing and proposed parks and open space
- d) Existing ROW
- e) Existing streets
- f) Existing tax jurisdictions
- g) Existing administrative lines (City Limits, County Boundaries, TIF Districts, etc.)
- h) Aerial photography of the study area

- i) Current or future long-range transportation plans (including non-motorized plans and commitments)
- j) Existing property parcel lines and ownership
- k) Utility and public services maps and plans
- l) Map of community facilities

The Consultant will create base maps and exhibits from these materials for use in project coordination meetings, public meetings, and as a foundation for developing the Official Zoning map.

Task 2: Evaluate Current Zoning and Subdivision Ordinances

Consultant will conduct up to two (2) diagnostic meetings with City Staff and/or other stakeholders who have experience working with the ordinances during development review (as identified by the City) to identify the primary issues related to the current Zoning Ordinance and Subdivision Ordinance that should be addressed.

Based on input from the meetings and a review of the existing ordinances, Consultant will develop a preliminary set of observations and recommendations to review with City staff. This will include potential changes in format and organization for the purpose of creating a more user-friendly document, potential additional zoning categories to support the development vision of the Comprehensive Plan, a review of procedural requirements and board responsibilities, and a review of land use classifications and definitions.

Task 2 Meetings

- Meeting #1: Zoning Ordinance Diagnostic Meeting with City Staff and/or stakeholders
- Meeting #2: Subdivision Ordinance Diagnostic Meeting with City Staff and/or stakeholders

Task 3: Preparation of the Zoning Ordinance Update

The development process for creating the new zoning ordinance will be divided into two distinct parts to allow for focused review of recommendations between City Staff and Consultant.

These review phases are: (1) zoning districts and land uses, (2) development requirements and zoning procedures.

3.1 Develop Draft Zoning Districts and Land Uses

Consultant will draft updated zoning ordinance sections related to zoning districts and land uses, based on City Staff priorities established in Task 2. Consultant will hold one (1) orientation conference call meeting with City Staff to present and provide a detailed explanation of the elements within this task before City Staff conducts a review of the text. The suitability and potential location of new or modified zoning districts will be discussed during this task.

One (1) staff feedback conference call will be held to review City Staff comments. City Staff

shall provide one set of consolidated comments for the sections identified above. The review will be held at least seven days after staff comments are received. During this task, City Staff shall provide direction regarding modifying existing zoning districts as part of the draft zoning map update.

3.2 Develop Draft Development Requirements and Zoning Procedures

Consultant will draft updated zoning ordinance sections related to development requirements and zoning procedures. Consultant will hold one (1) orientation conference call meeting with City Staff to present and provide a detailed explanation of the elements within this task before City Staff conducts a review of the text.

One (1) staff feedback conference call will be held to review City Staff comments. City Staff shall provide one set of consolidated comments for the sections identified above. The review will be held at least seven days after staff comments are received.

3.3 Develop Draft Zoning Map

Based on comments received in Tasks 3.1 and 3.2, Consultant will develop a revised zoning ordinance map in GIS format. City Staff shall provide one set of consolidated comments for the zoning map before presentation at a public workshop.

No review of fees and fee schedules for zoning and platting will be performed as part of this task.

Task 3 Meetings

- Meeting #1: Draft Zoning Districts and Land Uses Orientation Call
- Meeting #2: Draft Zoning Districts and Land Uses Review Call
- Meeting #3: Draft Development Requirements and Zoning Procedures Orientation Call
- Meeting #4: Draft Development Requirements and Zoning Procedures Review Call

Task 4: Preparation of the Subdivision Ordinance Update

Consultant will draft updated subdivision ordinance sections based on City Staff priorities established in Task 2. Consultant will hold one (1) orientation conference call meeting with City Staff to present and provide a detailed explanation of the elements within this task before City Staff conducts a review of the text.

One (1) staff feedback conference call will be held to review City Staff comments. City Staff shall provide one set of consolidated comments for the sections identified above. The review will be held at least seven days after staff comments are received.

No review or amending of any adopted standard construction details, sign regulations, or fees and fee schedules for zoning and platting will be performed as part of this task.

Task 4 Meetings

- Meeting #1: Draft Subdivision Ordinance Update Orientation Call

- Meeting #2: Draft Subdivision Ordinance Update Review Call

Task 5: Public Workshop and Adoption**5.1 Public Workshop**

Consultant will present the draft zoning ordinance and zoning map at one (1) joint workshop with Planning and Zoning Commission and the City Council. The workshop shall be designed to provide a foundation to help the City Council and the Planning and Zoning Commission understand the new zoning ordinance and its benefits. The workshop will consist of an overview of the entire ordinance and any proposed zoning map changes. Prior to this workshop, Consultant will hold one (1) coordination conference call in preparation for the workshop and to discuss any staff comments regarding the final draft ordinances and zoning map.

5.2 Public Hearings

Consultant will attend up to one (1) meeting with the Planning and Zoning Commission and one (1) meeting with the City Council related to the adoption of the Zoning Ordinance and Subdivision Ordinance. Per the request of City Staff, Consultant may attend additional meetings but such meetings shall be considered as additional meeting/expense beyond the Scope of Services and will be billed at an hourly rate.

Consultant will incorporate any additional comments from the Commission (if applicable) into the final documents prior to presentation to the City Council. Consultant will incorporate any additional Council comments (if applicable) into the final documents prior to final delivery to the City.

Task 5 Meetings

- Meeting #1: Public Workshop Prep Call
- Meeting #2: Public Workshop
- Meeting #3: Planning and Zoning Commission Public Hearing
- Meeting #4: City Council Public Hearing

SCHEDULE

It is anticipated that the tasks outlined in the Scope of Services will take approximately 6-8 months to complete from the notice to proceed. Upon authorization to perform the above tasks, Consultant and the City of Farmersville will agree upon a mutually acceptable schedule.

FEE AND EXPENSES

Consultant will perform the services in Tasks 1-5 for the total lump sum fee below. Individual task amounts are informational only.

Task		Budget
Task 1	Project Initiation / Data Collection / Project Management	\$14,200
Task 2	Evaluate Current Zoning and Subdivision Ordinances	\$5,600
Task 3	Preparation of the Zoning Ordinance Update	\$35,700
Task 4	Preparation of the Subdivision Ordinance Update	\$20,500
Task 5	Public Workshop and Adoption	\$8,200
TOTAL		\$84,200.00

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

ACCEPTED:

CITY OF FARMERSVILLE, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Kimley-Horn and Associates, Inc.**Standard Rate Schedule**

(Hourly Rate)

Senior Professional I	\$230 - \$250
Senior Professional II	\$190 - \$240
Professional	\$150 - \$205
Analyst	\$145 - \$165
Designer	\$170 - \$180
Technical Support	\$65 - \$160
Clerical/Administrative Support	\$70 - \$125

Effective July 2016

**STANDARD MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 201__, by and between CITY OF FARMERSVILLE, TEXAS ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC.

RECITALS

The Client and Kimley-Horn desire to set forth the general terms and conditions whereby Kimley-Horn, or an affiliated company, will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms and conditions of this Agreement as if signed by the affiliated company. As used herein, "Consultant" shall refer to Kimley-Horn or an affiliated company executing an IPO.

AGREEMENT

(1) **Scope of Services and Additional Services.** The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 time cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all criteria and full information as to the Client's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or

operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question) (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys; (v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the Client may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(k) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(l) Bear all costs incidental to compliance with the requirements of this paragraph.

(3) Period of Services. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay

resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt and should include the invoice number and Kimley-Horn project number. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25th day. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the

other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance. The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(11) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no

circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 11 shall require the Client to indemnify the Consultant.

(12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(13) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to

provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any

provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF FARMERSVILLE, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

ITS: _____

ITS: _____

ATTEST: _____

ATTEST: _____

Agenda Section	Regular Agenda
Section Number	VI.H
Subject	Consider, discuss, and act upon appointing a new Planning & Zoning Commissioner.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	<ul style="list-style-type: none"> • Application from Lance Hudson • Application from Luke Ingram
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Application

2017 FEB 16 AM 11:17

Please return your application to City Hall

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Lance T Hudson Home Phone 817-658-0105
Home Address: 201 Summit St Work Phone _____
Cell Phone 817-658-0105 Farmersville, TX
Mailing Address: Same Email Address: lhudson5859@gmail.com
Are you a Farmersville resident? Please circle: ☒ Yes or No If Yes, how long? 1.5 yrs
Are you a registered voter? Please circle: ☒ Yes or No
Are you in the Farmersville Independent School District? Please circle: ☒ Yes or No
Occupation: Contractor Employer: Hudson & Hudson Homes, LLC
State details of previous experience on any City Boards or Commissions (in any City):
I am a business owner in Farmersville. My family
owns a contracting company. We also remodeled a home
in town. I want to help Farmersville with codes and
List memberships in any civic organizations: Compliance. Farmersville is a great place to
live & I want to keep it that way.

In Order of Preference from 1 through 8
If you do not wish to serve on a particular board please leave it blank.

- 1 Building and Property Standards Commission
3 Farmersville Community Development Corporation Board (4B)
Farmersville Economic Development Corporation Board (4A)
Library / Civic Center Board
Main Street Board
Parks and Recreation Board
2 Planning and Zoning Commission
Senior Citizens Advisory Committee

Signature

Date

1-27-17

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442.
A copy of the City's Code of Ethics will be mailed to you upon being appointed to a board.

Your Community Needs YOU

If you have always wanted to be a part of the decision-making process in Farmersville, serving on one of the boards or commissions is a great way to get involved. 7:01 PM 12:53

City government is built on the foundation of concerned and caring citizens becoming actively involved in local government. The members of the various boards and commissions help in setting the direction of Farmersville's future.

Each board or commission has a three year term, except where indicated otherwise, with two consecutive terms maximum. After two consecutive terms on a board/commission a member is eligible for re-appointment to the same board or commission after a one term lapse.

All appointees must subscribe to the City's Code of Ethics as adopted by ordinance. A copy of the Code of Ethics will be given to you upon receipt of your application.

Please complete and return the following Application for Appointment to City Boards and Commissions by indicating, in order of preference from 1-8, the boards or commissions you would most like to serve. Council will review all applications during the appointment process. If you would like a more detailed description of each board or commission, call City Hall 972-782-6151 for a copy of the handbook.

All applications are kept for one year so there will always be an available pool of interested citizens to fill vacancies that may arise during the year.

----- cut here -----

Please return your application to City Hall.

City of Farmersville

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Please type or print clearly in ink

Name: Luke Ingram Home Phone 214-478-1712
Home Address: 1230 Willow Lane Work Phone 214-478-1712
Mailing Address: " " Email Address: lukeingram@sbcglobal.net
Cell Phone 214-478-1712

Are you a Farmersville resident? Please circle Yes or No If Yes, how long? 19 years Are you a registered voter? Please circle Yes or No

Occupation: Probation Officer Employer: Collin County

State details of previous experience on any City Boards or Commissions (in any City):

none

List memberships of any civic organizations:

none

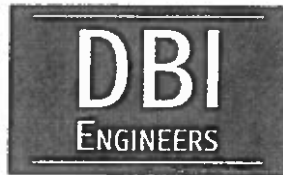
In Order Of Preference from 1 thru 8 Indicate which board(s) you would like to serve. If you do not wish to serve on a particular board please leave it blank.

- _____ Building and Property Standards Commission
- _____ Farmersville Community Development Corporation Board (4B)
- _____ Farmersville Economic Development Corporation Board (4A)
- _____ Library / Civic Center Board
- _____ Main Street Board
- _____ Parks and Recreation Board
- X Planning and Zoning Commission
- _____ Senior Citizens Advisory Committee

Signature  Date 2-17-17

Please return your application to: City of Farmersville, Attention City Secretary, 205 South Main Street, Farmersville, TX 75442. A copy of the City's Code of Ethics will be mailed to you upon receipt of your application.

Agenda Section	Regular Agenda
Section Number	VI.I
Subject	Consider, discuss, and act upon a request for approval of the Final Plat for the All Texas Addition.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	<ul style="list-style-type: none"> • DBI Approval Letter • Final Plat
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action



30 November 2016

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

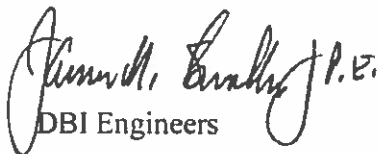
RE: All Texas Addition – City of Farmersville

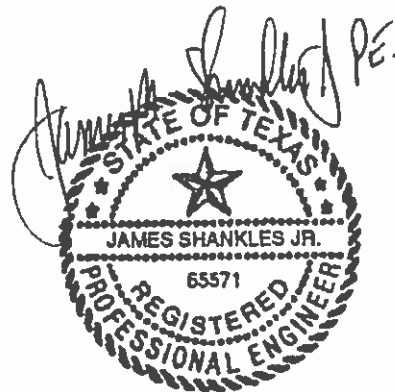
Mr. White:

The final plat for All Texas Addition to the City of Farmersville has been reviewed according to the rules, regulations and ordinances of the City of Farmersville.

We recommend approval of the Final Plat, contingent on the submittal of fees, tax certificates and utility letters. Please contact us at 972-784-7777 if you should have any questions or need additional information.

Sincerely,

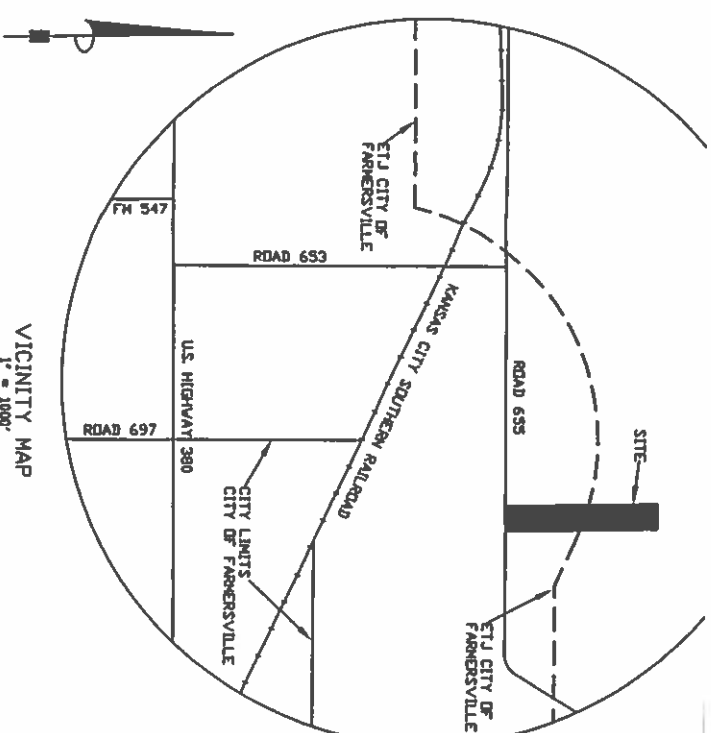
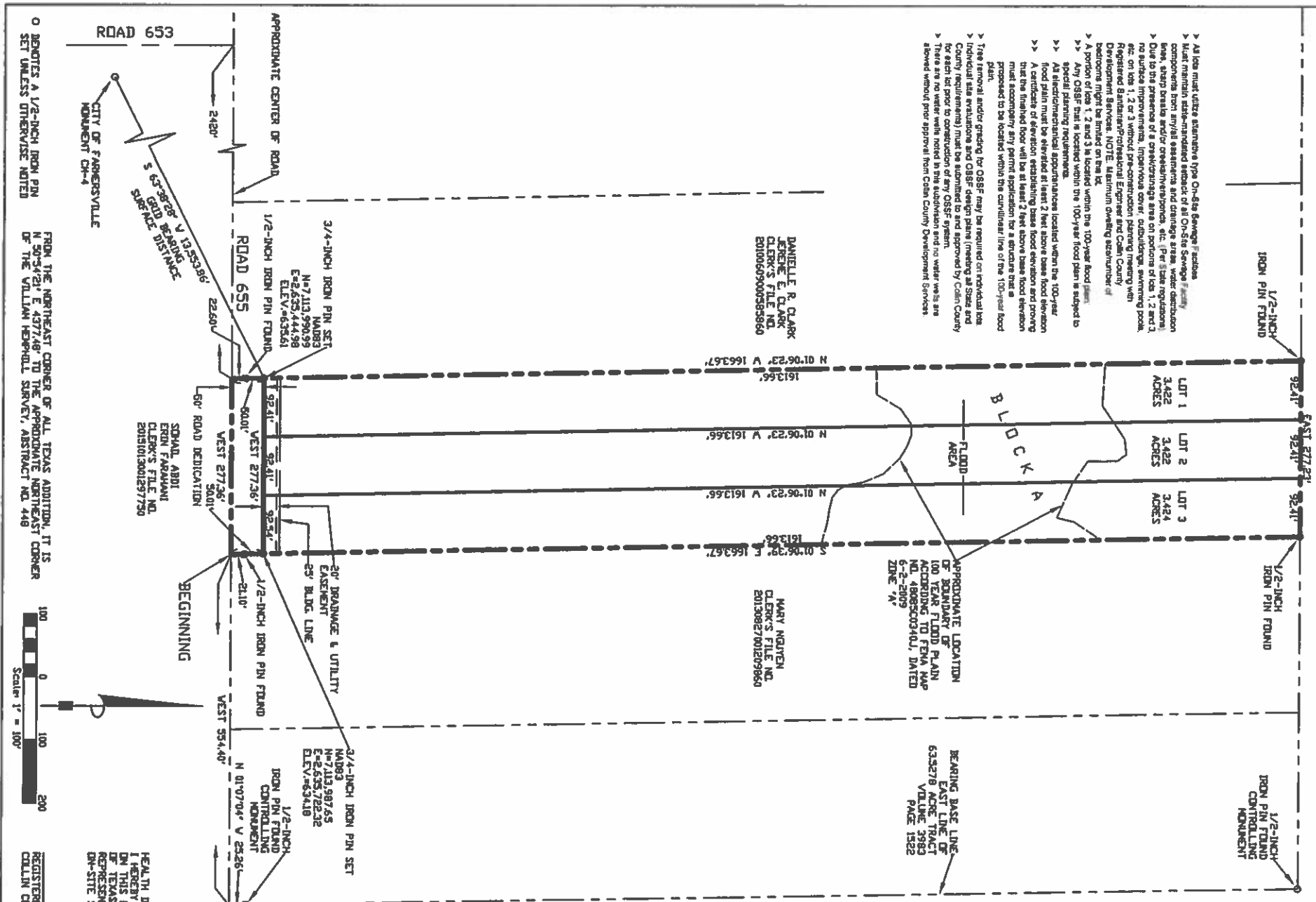

DBI Engineers



11/30/2016

DANIEL & BROWN INC.
118 MCKINNEY STREET | PO BOX 606 | FARMERSVILLE, TEXAS 75442
OFFICE 972-784-7777 | WWW.DBICONSULTANTS.COM
FIRM REGISTRATION NO: F-002225

- All state and federal shoreline type One-B-Significant features
- Must maintain state-mandated wetland at On-Site Sewage Plant components from any/all assessments and drainage study. Wetland (shrubland, forest, steep banks and/or creeks/streams), etc. (Per State regulations)
- Due to the presence of a creek/drainage area on portions of lots 2 and 3, no studies improvements, hydrologic cover, bulb/bridge, watering ponds, etc. on lots 2 and 3 without pre-construction planning meeting with the State and the County.
- Development Services NOTE: Maps and the On-Site Sewage Plant are located on lots 2 and 3.
- A portion of lots 2, and 3 is located within the 100-year flood plain.
- Any OSSE that is located within the 100-year flood plain is subject to special planning requirements.
- All electric/mechanical appliances located within the 100-year flood plain must be elevated at least 2 feet above base flood elevation.
- A certificate of elevation establishing base flood elevation and proving that the finished floor will be at least 2 feet above base flood elevation must accompany any permit application for a structure that is proposed to be located within the 100-year flood plain.
- Tree removal and/or pruning for OSSE may be required on individual lots.
- Individual site evaluations and OSSE design plans (required at State and County requirements) must be submitted to and approved by Coahu County for each lot prior to construction of any OSSE project.
- There are no water wells noted the subdivision and no water wells are allowed without prior approval from Coahu County Development Services



ALL TEXAS ADDITION SHOWN HEREON IS LOCATED WITHIN THE FARMERSVILLE 1.5.D.
ALL TEXAS ADDITION SHOWN HEREON IS SERVED BY CADD0 BASIN SUDICCN #10165)
BUILDING SETBACKS: 24 FOOT FRONT YARD BUILDING LINE
5 FOOT SIDE YARD BUILDING LINE
10 FOOT REAR YARD BUILDING LINE
ALL TEXAS ADDITION SHOWN HEREON IS LOCATED WITHIN THE ETJ OF THE CITY OF
FARMERSVILLE AND IS NOT CURRENTLY ZONED. THE FUTURE LAND USE MAP INDICATES
LOW DENSITY RESIDENTIAL.
ALL DEVELOPMENT WITHIN THE 100-YEAR FLOODPLAIN SHALL COMPLY WITH ALL
APPLICABLE FLOOD CONTROL REGULATIONS, INCLUDING BUT NOT LIMITED TO COLLIN
COUNTY'S "FLOOD DAMAGE PREVENTION ORDER," A FLOODPLAIN DEVELOPMENT PERMIT
SHALL BE OBTAINED FROM THE CITY OR COUNTY ENGINEER'S OFFICE PRIOR TO THE
CONSTRUCTION OF ANY STRUCTURES WITHIN THE FLOODPLAIN.
AN EXACT FLOOD STUDY HAS NOT BEEN DONE IN THE AREA OF ALL TEXAS ADDITION
SHOWN HEREON. THEREFORE AN EXACT FLOOD ELEVATION IS UNKNOWN. HOWEVER,
ACCORDING TO COLLIN COUNTY INTERACTIVE MAP, THE FLOODPLAIN ELEVATION
APPEARS TO BE NEAR ELEVATION 817. COLLIN COUNTY REQUIRES FLOOD LEVELS OF
STRUCTURES TO BE BUILT TO BE A MINIMUM OF TWO ABOVE THE 100 YEAR
FLOODPLAIN LEVEL. THEREFORE, AN APPROXIMATE MINIMUM FLOOR LEVEL, WOULD BE
AT ELEVATION 819.
RECOMMENDED FOR APPROVAL.
Chairman, Planning & Zoning Commission
City of Farmersville, Texas
Date _____
APPROVED FOR CONSTRUCTION
Mayor, City of Farmersville, Texas
Date _____
The undersigned, the City Secretary of the City of Farmersville, Texas, hereby certifies that the foregoing final
plat of ALL TEXAS ADDITION, subdivision or addition to the City of Farmersville was submitted to the City
Council on the _____ day of _____, 20____, and the Council, by formal action, then and there
accepted the dedication of streets, alley, park, easement, public places, and water and sewer lines as shown
and set forth in and upon said plat and said Council further authorized the Mayor to note the acceptance thereof
by signing the name as hereinafter subscribed.
Witness my hand this _____ day of _____ A.D. 20____
City Secretary
City of Farmersville, Texas
NOTICE: Selling a portion of the addition by metes and bounds is a violation
of City code section 10-10.01(a)(1)(b) and is subject to fines and withholding of
utilities and building permits
OWNER: ALL TEXAS ADDITION
BROKERS & SALES
P.O. BOX 2275
MCKINNEY, TEXAS 7
SURVEYOR: BRUCE GIER
REGISTERED P
LAND SURVEYOR
1001 V. UNIVERSITY
MCKINNEY, TEXAS
972-362-3959
972-342-5731
FINAL BRUCE GIER SURVEYOR
FINAL RECONSTRUCTION # 1015030

OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS AS Texas Mobile Home Brokers & Sales, Inc. is the owner of a tract of land situated in Collin County, Texas, in the William Hempfl Survey, Abstract No. 446, being a survey of part of the E3 3278 acre tract described in a deed from Mary Jo Archer to M. K. Jackson Investment, Inc., recorded in Volume 3843, page 1522 of the Collin County deed records, being described by metes and bounds as follows:

CORNERING at the southeast corner of said E3 3278 acre tract, in Road 655(east-west paved road); THENCE WEST with said Road 655 and with the south line of said E3 3278 acre tract, 554.40 feet to the PLACE OF BEGINNING, same being the southwest corner of the 10.968 acre tract recorded as clerk's file no. 20130827001008660, a 1/4-section lot pin found began North 01°10'37" West, 21.10 feet;

THENCE WEST, with said Road 655 and with the south line of said E3 3278 acre tract, 277.36 feet to the southeast corner of the 10.567 acre tract recorded as clerk's file no. 2010060900005960,

THENCE North 01°10'37" West, with the west line of said 10.567 acre tract, passing a 1/4-inch iron pin found at 22.40 feet and continuing in all, 1683.67 feet to 1/4-inch iron pin found at the northeast corner of said 10.567 acre tract; thence being in the north line of said E3 3278 acre tract;

THENCE East, with the north line of said E3 3278 acre tract, 277.23 feet to a 1/4-inch iron pin found at the northwest corner of said 10.968 acre tract.

THENCE South 01°10'37" East, with the west line of said 10.568 acre tract, passing said 1/4-inch iron pin found at 1642.57 feet and continuing in all, 1683.67 feet to the PLACE OF BEGINNING and containing 10.968 acres

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,
That AS Texas Mobile Home Brokers & Sales, Inc., acting herein by and through its duly authorized officers, does hereby certify that the plat depicting the herein above described property as ALL TEXAS ADDITION, an addition to City of Farmersville, Extrajurisdictional Jurisdiction, Collin County, Texas, having been dedicated, in the first place, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and lots, if they are dedicated for street purposes and any and all related necessary appurtenances. The easements and public use areas, as shown, are dedicated, for the public use however, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Farmersville. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless particular utilities, such as gas or electric, are shown to be located within the easement area.

The City of Farmersville, Collin County and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of power transmission lines and easements. The City of Farmersville, Collin County and public utility entities shall at all times have the full right of ingress and egress to and from their respective systems for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, replacing, repairing, installing, removing, or otherwise exercising their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all pending ordinances, rules, regulations and resolutions of the City of Farmersville, Texas

WITNESS my hand, this ____ day of _____, 20____

Daniel L. Graham, President
All Texas Mobile Home Brokers & Sales Inc.

Printed Name and Title _____

STATE OF TEXAS
COUNTY OF COLLIN

Know All Men By These Presents

I, Bruce Gier, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Farmersville

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

Bruce Gier
Registered Professional Land Surveyor
Registration No. 4117

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on the day personally appeared Bruce Gier, Land Surveyor known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20____

Notary Public in and for the State of Texas
My Commission Expires On _____

COLLIN COUNTY CLERK STAMP

FINAL PLAT
**ALL TEXAS
ADDITION**
PAGE 1
AN ADDITION TO CITY OF FARMERSVILLE,
EXTRAJURISDICTIONAL JURISDICTION
COLLIN COUNTY, TEXAS
10.968 ACRES IN THE
WILLIAM HEMPHILL SURVEY, ABSTRACT NO. 446
COLLIN COUNTY, TEXAS
DATE: OCTOBER 05, 2016

SHEET 1 OF

Agenda Section	Regular Agenda
Section Number	VI.J
Subject	Consider, discuss and act upon Resolution #R-2017-0314-004 repealing Resolution #R-2017-0228-001 regarding authorized signatories for the Texas Capital Fund Main Street Program, Contract No. 7216322.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	R-2017-0314-004
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION # R-2017-0314-004**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, REPEALING RESOLUTION #R-2017-0228-001 REGARDING AUTHORIZED SIGNATORIES TO EXECUTE CONTRACTUAL DOCUMENTS AND DOCUMENTS REQUESTING FUNDS PERTAINING TO CONTRACT NO. 7216322 FOR THE TEXAS CAPITAL FUND MAIN STREET PROGRAM (A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) PROGRAM)

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council") adopted Resolution #R-2017-0228-001 on or about the 28th day of February, 2017, authorizing signatories to execute contractual documents and documents requesting funds pertaining to contract No. 7216322 for the Texas Capital Fund Main Street Program (A Texas Community Development Block Grant (TxCDBG) Program); and

WHEREAS, it is necessary to repeal Resolution #2017-0228-001 and withdraw the appointed signatories due to a perceived possible conflict of interest arising out of property ownership in the area where portions of the work pertaining to Contract No. 7216322 will be performed;

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

Section 1. All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

Section 2. The City Council selected _____ to serve as Deputy Mayor Pro Tem due to the absence of the Mayor and Mayor Pro Tem.

Section 3. The City Council hereby repeals Resolution #R-2017-0228-001 in its entirety.

Section 4. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

PASSED AND APPROVED, by the City Council of the City of Farmersville, Texas on this 14th day of March, 2017.

APPROVED:

Designated as Deputy Mayor Pro Tem

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VI.K
Subject	Consider, discuss and act upon Resolution #R-2017-0314-005 regarding the appointment of authorized signatories for the Texas Capital Fund Main Street Program, Contract No. 7216322.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	R-2017-0314-005
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION # R-2017-0314-005**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES TO EXECUTE CONTRACTUAL DOCUMENTS AND DOCUMENTS REQUESTING FUNDS PERTAINING TO CONTRACT NO. 7216322 FOR THE TEXAS CAPITAL FUND MAIN STREET PROGRAM (A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) PROGRAM)

WHEREAS, the City of Farmersville has received a grant from the Texas Capital Fund Main Street Program, which program is a Texas Community Development Block Grant (TxCDBG) program, to provide Main Street Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture pertaining to Contract No. 7216322; and

WHEREAS, an original signed copy of the TxCDBG Depository/Authorized Signatories Designation Form (Form A202) is to be submitted with a copy of this Resolution; and

WHEREAS, the City of Farmersville acknowledges that in the event an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide the Texas Department of Agriculture the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised *TxCDBG Depository/ Authorized Signatories Designation Form* (Form A202).

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

Section 1. All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

Section 2. The City Council selected _____ to serve as Deputy Mayor Pro Tem due to the absence of the Mayor and Mayor Pro Tem.

Section 3. The City Manager and _____ are hereby authorized to execute contractual documents between the Texas Department of Agriculture and the City pertaining to Contract No. 7216322 for the Texas Capital Fund Main Street Program.

Section 4. The City Manager and City Secretary are hereby authorized to execute the *State of Texas Purchase Voucher and Request for Payment Form* documents required for requesting funds approved in conjunction with Contract No. 7216322 for the Texas Capital Fund Main Street Program.

Section 5. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

PASSED AND APPROVED, by the City Council of the City of Farmersville, Texas on this 14th day of March, 2017.

APPROVED:

Designated as Deputy Mayor Pro Tem

ATTEST:

Sandra Green, City Secretary

Agenda Section	Regular Agenda
Section Number	VI.L
Subject	Consider, discuss and act upon planning a citywide celebration when the City receives the National Historical designation.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	None
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Mayor Piwko to lead discussion. • City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VI.L
Subject	Consider, discuss and act upon reorganizing key issues for the City of Farmersville.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 14, 2017
Attachment(s)	Excel Spreadsheet of Priorities
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to a future agenda. _____ • No motion, no action

Key Issue	Original Order	Klostermann	Mason	Hess	Piwko	Hurst	Caspari	Average
Town Square	1	1	1	10	7	6	6	5.16667
Police and Fire	2	4	2	6	5	7	5	4.83333
Collin College	3	3	3	7	6	5	7	5.16667
Marketing	4	2	4	5	9	1	4	4.16667
Festivals	5	8	5	9	10	8	10	8.33333
Industrial Growth	6	6	6	1	3	3	2	3.50000
Housing Development	7	7	7	4	4	2	3	4.50000
Infrastructure	8	5	8	3	2	4	1	3.83333
Logistical Advantage	9	10	9	8	8	9	8	8.66667
Highway 380	10	9	10	2	1	10	9	6.83333

Check 55 55 55 55 55 55 55 55

VII. Requests to be Placed on Future Agendas

VIII. Adjournment