



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
March 28, 2017, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
 - Calendar of upcoming holidays and meetings.
 - City offices will be closed on Friday, April 14th in observance of Good Friday.
 - Early Voting will begin at City Hall Monday, April 24th through May 2nd. No voting will take place on Sundays. The times for early voting are posted at City Hall and on the City website.
 - Congratulations to Council member John Klostermann for receiving Best of Farmersville 2017 recognition award.
 - Proclamation for Eagle Scout Braiden Bolch
 - Proclamation for LQ Laundry
 - Proclamation declaring April Fair Housing Month

II. PUBLIC COMMENT

Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (30) minutes. If a speaker inquiries about an item, the City Council or City Staff may only respond with: (1) a statement of specific factual information; (2) a recitation of existing policy; or (3) a proposal that the item be placed on the agenda of a future meeting.

III. CONSENT AGENDA

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually.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

excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes
- B. City Manager's Verbal Report
 - Building & Property Standards Update
 - Jackson Street Progress
 - Wastewater system update
 - Update of physical fitness health program
 - Update on Camden Park

IV. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council appraised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members may deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested.

- A. FCDC (4B) Minutes
- B. Texas Housing Partners Agenda

V. READING OF ORDINANCES

- A. Consider, discuss and act upon the reading of Ordinance #O-2017-0328-001 to amend the Code of Ordinances and Master Fee Schedule for Electric-Distributed Generation.

VI. REGULAR AGENDA

- A. Elect Deputy Mayor Pro Tem
- B. Consider, discuss, and act upon contract with Kimley-Horn as the City of Farmersville Planning Engineer and planning services.
- C. Update on City Financials.
- D. Consider, discuss and act on a Revocable License Agreement for the Shea Property located at 305 Haughton.
- E. Yearly update from Community Waste Disposal.
- F. Consider, discuss and act upon areas of common interest and boundary agreements with the Cities of Nevada, Lavon, and Josephine.
- G. Consider, discuss and act on the use of the City's eminent domain authority to condemn property needed for a City sanitary sewer project out of a tract of land owned by Mr. Thomas O. Midkiff, IV.
- H. Discuss, consider and act upon Resolution #R-2017-0328-002 regarding CDBG Main Street start up.

VII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

VIII. ADJOURNMENT

Dated this the 24th day of March, 2017.



Diane C. Piwko, Mayor

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted March 24, 2017 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Sandra Green, City Secretary



I. Preliminary Matters

March 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4 Farmers & Fleas 9:00 am
5	6 Main Street Board 5 pm	7	8	9	10	11
12 Daylight Savings Begins	13 FCDC (4B) 5:45 pm	14 BOA Meeting 5:30 pm City Council Meeting 6:00 pm	15	16 FEDC (4A) 6:30 pm	17 Annual Chamber Banquet	18
19	20 P&Z 6:30pm	21	22	23 B&PS Meeting 6:00 pm	24 Police Association Gala	25
26	27 FISD school board meeting – 7:00 pm	28 City Council Meeting 6:00pm	29	30	31	

April 2017

Sunday		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
							1 Farmers & Fleas 9:00am
2		3 Main Street Board 5pm	4	5	6	7	8
9		10 FCDC (4B) 5:45pm	11 City Council Meeting 6:00pm	12	13	14 City offices closed Good Friday	15
16		17 Parks Board 4:00pm P&Z 6:30pm	18 Rotary Golf Tournament	19	20 FEDC (4A) 6:30 pm	21	22
23	30	24 Early Voting at City Hall FISD school board meeting – 7:00 pm	25 Early Voting at City Hall City Council Meeting 6:00pm	26 Early Voting at City Hall	27 Early Voting at City Hall Library/Civic Center Meeting 4:30 pm @ Library B&PS Meeting 6:00 pm	28 Early Voting at City Hall	29 Collin County Preservation Celebration

May 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Early Voting at City Hall Main Street Board 5pm	2 Early Voting at City Hall	3	4	5	6 Farmers & Fleas 9:00am Election Day
7	8 FCDC (4B) 5:45pm	9 City Council Meeting 6:00pm	10	11	12	13
14	15 P&Z 6:30pm	16	17	18 FEDC (4A) 6:30 pm	19	20 Fire Department Fish Fry
21	22 FISD School Board Meeting 7:00 pm	23 City Council Meeting 6:00pm	24	25 FISD Graduation B&PS Meeting 6:00 pm	26	27
28	29 City offices closed Memorial Day	30	31			

EARLY VOTING CALENDAR FOR CITY/SCHOOL/COLLEGE

MAY 6, 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<i>April 23</i>	<i>April 24</i>	<i>April 25</i>	<i>April 26</i>	<i>April 27</i>	<i>April 28</i>	<i>April 29</i>
	8am – 5pm	8am – 5pm	8am – 5pm	8am - 7pm	8am - 5pm	8am - 5pm
<i>April 30</i>	<i>May 1</i>	<i>May 2</i>	<i>May 3</i>	<i>May 4</i>	<i>May 5</i>	<i>May 6</i>
	7am – 7pm	7am – 7pm				7am – 7pm Election Day

* City and School District voters may vote at any of the Early Voting locations open under full contract services with the Collin County Elections Administration.

City Council Member
Best of Farmersville

John Klostermann
Farmersville City Council

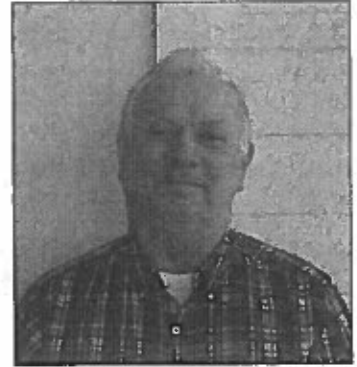
Putting service above self is a motto that every council member within Farmersville embodies and City Councilmember John Klostermann is one example of this. Klostermann has been selected as this year's Best Council Member for the Best of Farmersville competition.

Klostermann got his start on city council four years ago and is currently running for his third, two-year term. When he became eligible to run years ago, he thought that city government seemed interesting. Prior to running, the council member would read the agenda and backup packet information and then attend city council meetings.

"I finally decided in August 2012 that I had extra time on my hands. I started attending city council meetings. I would look up the agenda and read the package online, sit in the audience. When asked why I was there, I'd reply I was just watching," he said. "I really enjoy participating in helping to guide our wonderful city. Every week I learn something new and interesting about political processes of this great nation."

Professionally, Klostermann is an Engineering Technician for Raytheon Company.

Over the past four years, he said he has seen many changes and challenges come up within the city



of Farmersville including a desire from more individuals to serve where needed. The biggest challenges, he said, stem from growth including infrastructure which entails such things as streets, water and wastewater, not only for the city but also for the entirety of eastern Collin County.

Locally, Klostermann also is a graduate of the Farmersville Citizens Police Academy and an active member of the Citizens Assisting Farmersville Police.

City of Farmersville Proclamation

WHEREAS, the Boy Scouts of America was incorporated by Mr. William D. Boyce on February 8, 1910; and

WHEREAS, the Boy Scouts of America was founded to promote citizenship, training, personal development and fitness of individuals; and

WHEREAS, the Boy Scouts of America encourage Eagle Scout candidates to complete worthy projects to improve their neighborhoods, their community, and the region; and

WHEREAS, the Boy Scout Troop 310, Farmersville, Texas has been serving the area for over 80 years; and

WHEREAS, Braiden Bolch is a member of Boy Scout Troop 310 serving Farmersville, Texas; and

WHEREAS, in May 2017, Braiden Bolch will attain the rank of Eagle Scout, the highest award granted by the Boy Scouts of America; and

WHEREAS, the Mayor Pro Tem and City Council of the City of Farmersville, Texas fully supports the programs of the Boy Scouts of America and recognizes the important service they provide to the youth in cities, counties, states, and this great nation.

WHEREAS, urging all citizens of our community to promote Braiden in his accomplished high standards of commitment and his long-sought goal of Eagle Scout.

NOW, THEREFORE, I, Mike Hurst, Mayor Pro Tem of the City of Farmersville, Texas, do hereby proclaim May 11th, 2017 as

Braiden Bolch Day

and urge all residents to congratulate Braiden Bolch by acknowledging the good fortune as an outstanding young man.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 28th day of March, 2017.



Mike Hurst, Mayor Pro Tem

CITY OF FARMERSVILLE PROCLAMATION

WHEREAS, citizens of the City of Farmersville gather to recognize the opening of a new business in our community; and

WHEREAS, the business is the first self-serve laundry facility to open its doors to the citizens of Farmersville; and

WHEREAS, the City Council of the City of Farmersville would like to personally welcome the business, its employees, and owners to our friendly community; and

WHEREAS, the City Council of the City of Farmersville would also like to congratulate LQ Laundry for opening its doors, providing a needed service to the community, and welcoming customers.

NOW, THEREFORE, I, Mike Hurst, Mayor Pro Tem of the City of Farmersville, do proclaim April 1st as

LQ Laundry Day

in the City of Farmersville and do hereby urge all the citizens of this locality to become aware of and support the new business.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 28th day of March, 2017



Mike Hurst., Mayor Pro Tem

CITY OF FARMERSVILLE PROCLAMATION

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS, the National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the City Council of the City of Farmersville, do proclaim April as

Fair Housing Month

in the City of Farmersville and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the City Council of the City of Farmersville, Collin County, State of Texas, on the 28th day of March, 2017.



Mike Hurst., Mayor Pro Tem

II. Public Comment

Agenda Section	Public Comment
Section Number	II
Subject	Public Comment
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 2017
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	Anyone wanting to speak is asked to speak at this time, with an individual time limit of three (3) minute. This forum is limited to a total of thirty (30) minutes. If a speaker inquiries about an item, the City Council or City Staff may only respond with: (1) a statement of specific factual information; (2) a recitation of existing policy; or (3) a proposal that the item be placed on the agenda of a future meeting.
Action	NA

III. Consent Agenda

Agenda Section	Consent Agenda
Section Number	III.A
Subject	City Council Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 2017
Attachment(s)	Farmersville City Council Meeting 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 CITY COUNCIL
REGULAR SESSION MINUTES**

**For
March 14, 2017, 6:00 P.M.**

I. PRELIMINARY MATTERS

- Mayor Piwko called the meeting to order at 6:00 p.m. Council members John Klostermann, Donny Mason, Michael Hesse, Mike Hurst, and Leaca Caspari were all present. City staff members Ben White, Sandra Green, Paula Jackson, Adah Leah Wolf, Kim Morris, Rick Ranspot, Trisha Dowell, Brian Alford, and City Attorney, Alan Lathrom, were also present.
- Prayer was led by Fire Chief Kim Morris followed by the pledges to the United States flag and Texas flag.
- Proclamation declaring March 19-25, 2017, as Poison Prevention Week was read by Mayor Piwko.
- Mayor Piwko also commented on the new laundromat being open.

II. PUBLIC COMMENT

- Citizen, Randy Rice, who resides at 419 Haughton Street, addressed Council and spoke regarding the changing of zoning on U.S. Highway 380. The owner of the property is currently in violation of the Zoning Ordinance and the vehicles could house rodents and cause health issues. It is not the visual look we want the people in the city to have. Screening is not viable for a wrecking yard because it is not a great look either. The City of Farmersville's website states that Ordinances will be strictly enforced. He does not mind the business, but he does not want it in the present location. He wants the City to change the zoning, enforce the ordinances, and start ticketing the owners. He recommends the City give them a deadline and have them move from the location by April 30th.

III. CONSENT AGENDA

- Mayor Piwko wanted to pull the Code Enforcement/Animal Control Report, the Fire Department Report, and the Public Works Report

- Leaca Caspari wanted to pull the City Council Minutes
 - Motion to approve reports B, E, F, H, and I made by Michael Hesse
 - 2nd to approve was made by Donny Mason
 - All council members voted in favor
- Leaca Caspari indicated that in the City Council Minutes on page 2 the comma for the amount owned by Oak Grove Apartments needed to be moved to show the accurate figure. Also, on page 6 she stated that at the bottom of the page in regards to the vote for Resolution #R-2017-0228-001 for signatories on the Texas Capital Fund Main Street Program, it needed to reflect that “all council members voted in favor” instead of “Mike Hurst abstained from the vote”.
 - Motion to approve the City Council Minutes made by Leaca Caspari
 - 2nd to approve was made by John Klostermann
 - All council members voted in favor
- Mayor Piwko wanted to point out that on the Code Enforcement/Animal Control Report they are finally getting what the Council has asked for. The reports are sorted by addresses and that helps see multiple incidents.
- Michael Hesse wanted clarification where the report stated the dog was picked up from the pound and returned to the owner. He wanted to know why the City was picking the animal up instead of the owner.
- Lieutenant Brian Alford indicated the Code Enforcement Officer was taking the animals from the City’s holding area and returning them to their owner. She was not picking them up from the County pound.
 - Motion to approve the Code Enforcement/Animal Control Report made by Michael Hesse
 - 2nd to approve was made by John Klostermann
 - All council members voted in favor
- Mayor Piwko asked Chief Kim Morris to clarify the MetLoop app.
- Chief Kim Morris explained the app is a hazardous weather warning system.
- Ben White included that it has analysis capabilities and it has a minimal cost for a trial license.
- Chief Kim Morris indicated the cost was around \$200.00 a year and it could be opened up to others for \$2.50 a month.
- Mayor Piwko asked how many licenses were included.
- Chief Kim Morris stated they were given so many pre-apps, but we would have to pay for any additional ones.
- Michael Hesse asked if the information for this app could be placed on the City’s website so that citizens were aware of it.

- Ben White explained the City is still learning about the program right now.
- Chief Kim Morris stated the Fire Department has received the app, but there has not been a situation for them to activate it yet.
- Ben White indicated the program is in its infancy. The City has to follow the license agreements, but if there is a way to get the program out to the public then it will be done.
- Mayor Piwko asked that City Council members get a license if possible and to attend any training the Fire Department may have on the app.
 - Motion to approve the Fire Department Report made by John Klostermann
 - 2nd to approve was made by Leaca Caspari
 - All council members voted in favor
- Mayor Piwko wanted an update on the Library mold issue.
- Ben White explained the carpet tiles had mold under them and the City had it tested. The results showed the mold was not dangerous, but it was a growing mold. The City is currently obtaining bids to see how much the cost would be to fix it. There is an air space under the decking and it was closed up causing the mold to grow. The City would like to open the air space by placing vents on the outside of the building. Also, the north sidewalk is tilted toward the civic center and is causing problems. The City would be fixing the air space by adding vents, fixing floor joists, decking issues, and draining issues around in and around the library.
- Mayor Piwko asked if the work was coming out of City funds or if Centennial was helping with the cost.
- Ben White stated the City was hoping the Centennial Committee and 4A would help. He has met with them and will see how far they will go after the bids are in.
- Mike Hurst wanted an update on whether the wastewater treatment plant was on track.
- Ben White indicated the City was a couple of weeks behind on professional procurement, but it was not necessarily holding the project up. The application was submitted to the Texas Water Development Board last week and that allows for the review of the application. They will look for gaps and the City will respond back to any requests they make in order for the application to be complete. The whole process was built into the calendar already.
 - Motion to approve Public Works Report made by Mike Hurst
 - 2nd to approve was made by Michael Hesse
 - All council members voted in favor

IV. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council appraised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members may deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested.

- A. FEDC (4A) Financial Report
- B. FCDC (4B) Financial Report
- C. Main Street Board Minutes
- D. Main Street Report

V. PUBLIC HEARING

- A. 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.
 - Mayor Piwko opened the public hearing at 6:21 p.m. and asked if anyone would like to address the Council.
 - No one came forward to speak.
 - Mayor Piwko closed the public hearing at 6:22 p.m.

VI. REGULAR AGENDA

- A. Consider, discuss and act upon requested citizen(s) input regarding the U.S. Highway 380 cemetery.
 - Mr. Clifford Moss, who resides at 2092 County Road 700, addressed Council and shared his views. He described how he feels the City should listen to the concerns of the citizens of Farmersville. He has concerns about the cemetery being placed in the City. He argued that the concern of the citizens are not being considered when deciding on the approval or disapproval of the cemetery and that approving the cemetery would have a cultural impact on the City.
 - Mike Snyder, 650 W. Audie Murphy Parkway, described Planning & Zoning as his new hero because in the face of opposition they did what was not only legal and right, but what he would argue the community needs. He explained this country was founded by a minority group of people that were born here and if we take away their rights then we have lost. He stated that he was not sure if he could be

civil if a vocal group told him that he could not bury his loved ones on the land he purchased. As a nation, we should only be allowed to do what the law says can be done.

- Randy Rice, who resides at 419 Haughton Street, addressed Council and explained he was surprised to see this item on the agenda. He stated he was troubled with the fact that the topic showed up on the agenda right before the election season. He said that citizens should understand the only legal path the City could take is to approve the plat. If the plat meets the all the City requirements, then it must be approved.
- Teresa Barry Moss, P.O. Box 116787, she indicated the decisions concerning the cemetery are not just about the law, but it is about culture, family, and the truth. She was concerned that assimilation is not a part of what is being proposed. The reason the citizens were present at the meeting and expressing their views is why they went to the ballot box and over turned the decisions of the last Council. She stated the Council before did not support the community.
- Mayor Piwko indicated there was no action before the Council. She indicated the next step in the process was for a preliminary plat to be submitted to the City for review. At that point, the Planning and Zoning Commission would be able to question the landowners about the layout and various items that are concerns of citizens. After the Planning and Zoning Commission voted, it would then come before the Council.
- Ben White asked for a point of order and asked Alan Lathrom if Council needed to go back to item V. A. to make a motion as part of the Public Hearing.
- Alan Lathrom explained that a recommendation was received by the Planning and Zoning Commission on an application that was submitted that asked for this particular use to be allowed in the highway commercial zoning classification. The Planning and Zoning Commission heard the case and voted against allowing the use in the highway commercial zoning, but would allow it in light industrial district with a specific use permit or in heavy industrial district by right. What needed to occur was either receive an approval or recommendation from the City Council to approve or disapprove the Planning or Zoning Commission's recommendation, or Council could make any recommendation they felt was appropriate. If the City Council approved the Planning and Zoning recommendation, then staff would take the appropriate documents to the Planning and Zoning Commission to formally amend the Zoning Ordinance.

- Leaca Caspari made a motion to instruct Planning and Zoning to correct the use in the Ordinance that reflects their recommendation that the vehicle towing and outdoor motor vehicle storage business be allowed in Light Industrial with a Specific Use Permit and in Heavy Industrial by right.
- Mayor Piwko indicated that she did not like the word correct because that implies it was wrong. She stated they were not fixing a mistake they are adding a use that the City has never had.
- Leaca Caspari changed the wording in her motion to remove the word correct and replaced it with add.
 - Motion to instruct Planning and Zoning to add the use to the Ordinance that reflects their recommendation that the vehicle towing and outdoor motor vehicle storage business be allowed in Light Industrial with a Specific Use Permit and in Heavy Industrial by right was made by Leaca Caspari
 - 2nd to approve was made by John Klostermann
- While the City Secretary was polling the Council, Mr. Hurst ask if he could receive some clarification on a few things. He stated that he was looking back over the minutes from the Planning and Zoning meeting and they never indicated anything about writing an Ordinance. He asked questions about the time limit they would be allowed.
- Mayor Piwko explained that was coming up on the agenda and the public hearing was only to determine if Council would add the use to be added to the Zoning Ordinance.
- Several members of the Council stated they were in a vote.
- Alan Lathrom clarified that he spoke about the Ordinance to show the process and apologized for any confusion.
- The polling of the Council continued with all members approving.
- After the motion was made on item V. A., the Council went back to discussing item VI. A concerning the cemetery.
- Leaca Caspari stated the Council member and other Board members of the City take an oath that they will uphold the laws of the State of Texas and the United States. She explained the cemetery has not been brought to this Council at all, and she has not talked about it. She indicated there would be several times that citizens would be allowed to speak and voice their concerns. City Council members all have email addresses and phone numbers so that anyone can contact them. She explained that no one has spoken to her about the issue. She stated the City Council is a government agency not a religious one. It is unethical and potentially illegal for Council to pit one religion against another. She explained as a Council they have everyone to consider and that this item should have came up at a later time.

- Mayor Piwko stated it was on the agenda because when a citizen takes the time to contact City Hall and wants to address Council then they will be placed on the agenda no matter what the topic is concerning.
- B. Consider, discuss and act upon Resolution #R-2017-0314-001 requesting financial participation from the Texas Water Development Board.
- Mayor Piwko asked Ben White if this item was the \$5 million loan process.
 - Ben White stated the item was one of the first steps to receiving approval of the loan.
 - Motion to approve made by Mike Hurst
 - 2nd to approve was made by Donny Mason
 - All council members voted in favor
- C. Consider, discuss and act upon Resolution #R-2017-0314-002 seeking designation as a management agency for wastewater collection and treatment.
- Ben White explained this item was prepared by Alan Lathrom to ensure the City was covering all of the basis and staff recommends approval.
 - Motion to approve made by John Klostermann
 - 2nd to approve was made by Mike Hurst
 - All council members voted in favor
- D. Consider, discuss and act upon procuring professional services for the Clean Water State Revolving Fund (CWSRF) project (wastewater treatment and collection project).
- Ben White asked that the City Engineer to recuse himself from discussions on this item. Ben indicated that we received several packages from firms as a result of our procurement process. He stated that an archeologist did not submit, but the City had already paid for that out of the sewer fund. He explained the list of contractors that he submitted to Council in the agenda packet were his choices after going through all the submittals and he recommends approval.
 - Mike Hurst asked what Ben White used to base his decisions on.
 - Ben White indicated that he read each submittal. He stated he chose Daniel and Brown because of the long standing relationship with the City and because they have already done a lot on this project. All companies were qualified to do the work.
 - Mike Hurst asked when the companies submit a bid proposal do they give a price for the work.

- Ben White explained the qualifications are the only thing that is considered, and the price would come later.
 - Mayor Piwko inquired who would have been the 2nd recommendation for the civil engineer.
 - Ben White indicated KSA.
 - Michael Hesse asked if the City would be allowed to look at another company once they negotiate prices.
 - Ben White indicated that would be possible.
 - Leaca Caspari asked Ben White if the categories that only had one submittal were well qualified.
 - Ben White indicated they were.
 - Motion to instruct staff to procure the professional services for the Clean Water State Revolving Fund project to those firms recommended by City staff was made by Leaca Caspari
 - 2nd to approve was made by John Klostermann
 - All council members voted in favor
- E. 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.
- Lieutenant Brian Alford stated the vehicle would cost approximately \$45,000 and that cost will outfit the vehicle. The vehicle would be given to Chief Mike Sullivan to use, but it is an incident vehicle that could be used for tornados or other events. It would have more radios and loaded down with lots of other things to help. This year was the first time the Police Department could ask for this type of vehicle.
 - Motion to approve made by John Klostermann
 - 2nd to approve was made by Leaca Caspari
 - All council members voted in favor
- F. Consider, discuss, and act upon code enforcement regarding Keel Towing and Recovery located at 904 W. Audie Murphy Parkway.
- Mr. Billy Keel, owner of Teel Towing and Recovery, addressed Council and stated he was just trying to see if the City was going to allow him to stay at his present location or how long they were going to give him to move.
 - Mayor Piwko expressed that people's lively hoods were at stake and she does not want the business to move out of town. Council needed to give them a fair amount of time.
 - Leaca Caspari asked Mr. Keel how long they had operated out of the current location.
 - Mr. Keel indicated the business had been there since October a year ago.

- Leaca Caspari asked if he had always had cars there. She included that it was her understanding that the cars were not supposed to stay there since the certificate of occupancy was for office use only.
- Mike Hurst explained this specific business type has no designation or use listed in the Zoning Ordinance. He feels the time limit of two years to find a new location was too long.
- Mr. Keel asked if there was a problem with his business.
- Mayor Piwko stated some new business owners have complained that they do not like the look on U.S. Highway 380.
- Mr. Keel explained he dealt strictly with repossessions of cars. Everyday cars turn, but no cars are sold there. He stated he actually works for different companies. They clean out the cars and then they go back to the lending companies.
- Leaca Caspari stated that given the certificate of occupancy was for office and the City will be adding the use to the Zoning Ordinance, she would like to move that Council allow the business to stay just until the proper zoning and ordinance is in place or 60 days from today, whichever occurred first.
- Mayor Piwko stated that she wanted to ask more questions.
- John Klostermann 2nd the motion
- Mayor Piwko asked Mr. Keel about sales tax generation from his business.
- Mr. Keel indicated it does draw some sales tax.
- Council members discussed the amount of time that should be given to Mr. Keel to find a new location.
 - Mike Hurst amended Leaca Caspari's motion by removing the 60 days to move the business and instead for Council to give the business six months to find another location.
 - 2nd to approve with a clarification that it would be six months from 3-14-17 was made by John Klostermann
 - All council members voted in favor

G. Consider, discuss, and act upon contract with Kimley-Horn as the City of Farmersville Planning Engineer and planning services.

- Ben White explained that Council had an amended contract that was given to them at the start of the meeting. He suggested that Council table the item until the next meeting so they could have time to go over the document.
- Several Council members asked that they be kept updated on the status of the project.
- Ben White explained he would invite anyone of the Council members to attend conference calls, staff could bring updates to Council, and there will be public meetings as well.

- It was agreed on by Council members and staff that an update be given to Council every month.
 - Mayor Piwko explained she would like to see less conference calls so Kimley-Horn could come to town and see the City and get to know the community.
 - Motion to table until the next City Council meeting giving Council enough time to review the revised contract made by Leaca Caspari
 - 2nd to approve was made by John Klostermann
 - All council members voted in favor
- H. Consider, discuss, and act upon appointing a new Planning & Zoning Commissioner.
- Leaca Caspari indicated that she did not know either applicant.
 - Mike Hurst explained that Luke Ingram was a probation officer at Collin County. He was a very quiet family man and part of the community. He was very energetic, but quiet.
 - Leaca Caspari asked if anyone knew Mr. Lance Hudson.
 - No other Council members knew Mr. Hudson.
 - Motion to contact Mr. Luke Ingram to inform him that he has been selected as a member of the Planning and Zoning Commission was made by Mike Hurst
 - 2nd to approve was made by Donny Mason
 - All council members voted in favor
- I. Consider, discuss, and act upon a request for approval of the Final Plat for the All Texas Addition.
- Ben White explained DBI had reviewed the plat and had stated it met all of the City's requirements. He also included that the property was located in the City's ETJ.
 - Eddy Daniel with DBI indicated it was his understanding that it would be used as residential lots. The City had requested easements and other roadway setbacks so they would meet the Ordinance.
 - Motion to approve the Final Plat for the All Texas Addition was made by Leaca Caspari.
 - 2nd to approve was made by Mike Hurst
 - All council members voted in favor
- J. 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.
- Due to a conflict of interest, Mike Hurst and Mayor Piwko left the room before the item was discussed and any action taken.
 - Michael Hesse took control of the meeting.

- Ben White explained the item was coming before the Council because staff thought it would be safer to bring it back and repeal the old one and reestablish a new ordinance due to the conflict of interest and the participation of Mike Hurst and Mayor Piwko at the previous City Council Meeting. Ben explained why there were blanks in the document and that the remaining Council members had to nominate someone to become a temporary Mayor Pro Tem for the Main Street Grant documents.
 - Alan Lathrom stated that under the law someone needed to run this section of the meeting. The remaining Council members could take a vote or just agree on someone to run it.
 - Motion to repeal the Resolution was made by Donny Mason.
 - 2nd to approve was made by John Klostermann
 - All council members voted in favor
- K. 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.
- Ben White explained the body of this document was the same as the last time it came before Council, except it was selecting a Mayor Pro Tem.
 - Alan Lathrom recommended handling the action with one motion by identifying a person as Mayor Pro Tem and signatory for documents.
 - Motion to nominate Michael Hesse as Mayor Pro Tem for the purposes of signatory on the Resolution made by John Klostermann.
 - 2nd to approve was made by Donny Mason
 - All council members voted in favor
- L. Consider, discuss and act upon planning a citywide celebration when the City receives the National Historical designation.
- Mayor Piwko indicated the City should be receiving the designation in April.
 - Adah Leah Wolf stated The Texas Historical Commission would be sending out a letter with the designation. She suggested it be brought up at the April 29th Historical Preservation meeting.
 - Mayor Piwko stated she wanted a broader citywide celebration. The unveiling of the plats and other items around the August time frame. The City could have new signs made to enter Main Street. She stated it was a big thing for tourism and good for the city because there were so few of these districts within Collin County. Adah Leah Wolf, as the Main Street coordinator could work on the event.
 - Leaca Caspari asked if the topic had been discussed with the Main Street Board. They should have a voice if they are going to be

involved. She indicated that a big emphasis was going to be made at the Collin County Historical luncheon in regards to the designation.

- Leaca Caspari indicated that it is a conflict of interest for the Mayor to be discussing this topic.
- Mayor Piwko asked Alan Lathrom if it was a conflict of interest and he indicated that it was a possible conflict.
- Mayor Piwko and Mike Hurst recused themselves and left the room due to a conflict of interest.
- Michael Hesse took over meeting.
- Leaca Caspari asked Mr. Rice if he would come up and address the Council since he was a member of the Main Street Board.
- Randy Rice stated the Board had only had a discussion regarding the fact that the City was getting the designation and that they liked the idea of the signs. He also stated they discussed the lunch presentation with the Collin County Preservation. He stated he liked the idea of citywide, but they needed time to see what resources they had. He suggested they discuss it at their meeting coming up and then they could give a report at a future Council meeting.
 - Motion to table the item until the Main Street Board comes back to Council with a date.
 - 2nd to approve was made by Leaca Caspari
 - All council members voted in favor

M. Consider, discuss and act upon reorganizing key issues for the City of Farmersville.

- Ben White indicated he created a spreadsheet that showed the order and grading of the priorities by Council. He explained staff will begin to flush out tactical items associated with this for upcoming budget year to help with these areas. He stated there was no reason why changes could not be made as the process goes along. Staff will make recommendations and then City Council will work through the budget and re-prioritize.
 - No action taken, staff will start setting up goals.

VII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

- Mike Hurst requested an update on Camden Park.

VIII. ADJOURNMENT

- Meeting was adjourned at 7:58 p.m.

APPROVE:

Diane C. Piwko, Mayor

ATTEST:

Sandra Green, City Secretary

Agenda Section	Consent Agenda
Section Number	III.B
Subject	City Manager's Verbal Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 2017
Attachment(s)	Physical fitness membership list, cost, and minutes where it was approved
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Updates given by Ben White • 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

Daphne Hamlin

From: Yvette Redwine <f.fitnesscenter@gmail.com>
Sent: Thursday, March 23, 2017 10:33 AM
To: Daphne Hamlin
Subject: Current Active City Memberships

Hi Daphne, below is a list of the Current Active City Memberships in use.

1. Brian Alford
2. Frank Gonzalez
3. Margarita Olvera
4. Michael Sullivan
5. Danny Ruff
6. Marsha Phillips
7. Kim Morris
8. John Williams
9. Korey Redding
10. Jaret Crawley
11. Jason Dean
12. Edgar Martinez
13. Chase (Ryan) Cogner

Please Respond back to ensure you received this Email.

For further questions, please don't hesitate to ask!

Yvette Redwine
Fitness Director
972-784-6843

INVOICE

Farmersville Fitness Center

1022 State Hwy 78 North
Farmersville, TX 75442
Phone 972-784-6843

INVOICE #016
DATE: MARCH 10, 2017

TO:

City of Farmersville

205 S. Main
Farmersville, TX 75442
Phone 972-782-6151

COMMENTS OR SPECIAL INSTRUCTIONS:

Checks will now be made out to Farmersville Fitness Center!

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
13	Fitness Center Memberships for City Employees	30.00	390.00
SUBTOTAL			390.00
SALES TAX			0.00
SHIPPING & HANDLING			0.00
TOTAL DUE			390.00

Make all checks payable to **Farmersville Fitness Center**.

If you have any questions concerning this invoice, contact Yvette Redwine at the number listed above.

THANK YOU FOR YOUR BUSINESS!

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
October 13, 2015

The Farmersville City Council met in regular session on October 13, 2015 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Joe Helmberger, John Klostermann, John Politz, Michael Hesse, Leaca Caspari and Jim Foy. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, City Attorney Alan Lathrom, Warrant Officer Rick Ranspot, Librarian Trisha Dowell, and City Secretary Edie Sims.

Item I) CALL MEETING TO ORDER, ROLL CALL

Mayor Helmberger called the meeting to order. Edie Sims called the roll and announced a quorum was present. Mayor Helmberger welcomed all guests and visitors. Jim Foy offered the invocation with Mayor Helmberger leading the audience in the Pledge of Allegiance to the American Flag and the Texas Flag.

Mayor Helmberger announced changes to the Council meeting dates due to upcoming holidays. There will be only one meeting in November on November 17th. December 1st and December 15th will be the next meetings.

The County will be holding their election in City Hall October 19th thru October 23rd from 8am – 5pm. Lastly the Chamber of Commerce has two upcoming events on October 24th, the Scare Around the Shed will be held from 4pm – 7pm at the Onion Shed and the Trick It Up Bide Ride will begin at 9am on the same day.

Fire Chief Morris' birthday was today and he was given well wishes.

Item II) CONSENT AGENDA

Mayor Helmberger asked for any items to be pulled for discussion with Mayor Helmberger requesting the Public Works Report and the Library Report be pulled. With no other items being pulled for discussion, Michael Hesse motioned to approve Items A, B, C, D, E, F, and I with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

Item G – Public Works Report: Mayor Helmberger stated he reviewed the service order status and questioned why so many service orders were dispositioned during the month of September. City Manager Ben White informed the Council service orders are created to change out meters for the automated metering system. Farmersville Electric has changed out numerous meters during the month of September, thereby reporting a high number of service orders being dispositioned.

Mayor Helmberger also noted early into taking over Farmersville Electric, a plan was to offer average billing after one year. Now that we are past August, City Manager Ben White stated the City must work with our software provider, Incode, to help structure the billing software. Average billing should be able to be deployed in 2 – 3 months. Before

deployed, Mr. White stated he will provide the algorithm to the Council. Leaca Caspari motioned to approve the Public Works Report with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

Item H – Library Report: Mayor Helmberger requested the Library's statistics be submitted to the Collin County Commissioner's Court which highlights the County usage at our Library. Jim Foy motioned to approve the Library Report with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

Item III) INFORMATIONAL ITEMS

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

ITEM IV – A) SECOND READING – CONSIDER, DISCUSS AND ACT UPON A FREEDOM OF INFORMATION ACT ORDINANCE

City Attorney Alan Lathrom indicated due to recent legislation, a public information act request can be directed to the information on a specific URL unless the requestor requires hard copies of the information. Jim Foy stated some of the charges do not cover the actual costs. Mr. Lathrom stated all charges are directly through the Texas Administrative Code and approved through the Office of Attorney General. Unrecoverable costs are paid via taxpayer funds. John Klostermann motioned to approve the ordinance as presented with Leaca Caspari seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM IV – B) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN AMENDMENT TO THE MASTER FEE SCHEDULE REGARDING A RATE INCREASE FOR THE WATER

Mayor Helmberger stated he wanted to add another WHEREAS to clearly state the reason for the water rate increase. The rate increase is due to a pass thru cost directly from North Texas Municipal Water District. City Manager Ben White stated he clarified the rate table since the last meeting because of the tiered rate structure. The 23¢ increase does affect the meter cost of the first 1,000 gallons. The percentage was changed on the tiered rate table. Originally the percentage was based on the consultant's rate study calculations.

Jim Foy stated the percentage was arbitrary and would feel better with a flat rate increase of 23¢ across all tiers. This is a pass thru cost only. Mr. White indicated the average user would not be affected by the tiered percentages. Mr. Foy repeated the charge is a pass thru only and no more. The percentage was arbitrary. Mayor Helmberger stated NTMWD will be increasing the water rate annually until the Bois D'

Arc reservoir has been completed. By the time we have another rate study, the consultants can re-adjust at that time. The increase is not believed to impact the budget. Jim Foy motioned to approve the ordinance with a modification of the volumetrics and include the additional "Whereas" as requested by Mayor Helmberger. John Klostermann seconded the motion. City Attorney Alan Lathrom requested Council amend their motion due to an error found in the ordinance. Under Section 1 referencing the location of the Code of Ordinances, the correction should be section 74.76 and not Section 11.122.4 (which was in the old codification). Jim Foy amended his motion to include the section correction with John Klostermann amending his motion to second the amended motion by Jim Foy. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM IV – C) ONLY READING – CONSIDER, DISCUSS AND ACT UPON A BUDGET AMENDMENT FOR PURCHASE OF A SAFETY RADAR TRAILER AND RADAR RECORDING EQUIPMENT FOR THE POLICE DEPARTMENT

Michael Hesse motioned to approve the budget amendment as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – A) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION APPOINTING THE NEWSPAPERS OF MAJOR CIRCULATION

City Secretary Edie Sims indicated the main newspaper used will be the Farmersville Times, but in the event another newspaper is required, the Dallas Morning News will serve the need. Both newspapers have met the proper requirements set by statute. John Klostermann motioned to approve the resolution as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – B) CONSIDER, DISCUSS AND ACT UPON INFORMATION REGARDING USERS OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2012 EDITION

City Manager Ben White presented a potential ordinance as prepared by City Attorney Alan Lathrom. Several pool companies were contacted and questioned if they follow the ISPSC. Most stated they follow whatever ordinances were applicable to each city. Mr. White stated he also spoke with Manny Rivera with Benchmark Pools in Arlington who is also the President of the Association of Pool and Spa Professionals (APSP) who highly recommended the ISPSC Code which covers a wide gambit of information. The City of Wylie uses the presented Code and other cities are looking at adopting said Code. Although not perfect, the Code does feature safety which is very important. There is a cost to homeowners to provide safety including fencing and proper drains. The Code

presented is a decent spec and has the basics for a safe pool. Mr. White stated he understood the need regarding semi-private and public pools.

There some exceptions that were included in the ordinance proposal including backflow. If a sanitary sewer system is available, the backflow must be flow into the sanitary sewer system. Otherwise, the backflow must go into the storm drain. Mayor Helmberger agreed standards need to be in place. Council concurred to present the ordinance at the next Council for the first reading of the ordinance. No further action was taken by Council.

ITEM V – C) CONSIDER, DISCUSS AND ACT UPON ALLEY DESIGNATIONS USED IN TOWN

City Manager Ben White indicated maps of defined alleys and some of the dedicated rights-of-way were included in the Council packet. The need for this discussion came from identifying specific signs in town. The City is in the second phase of ordering signs and found that alleys had previously been assigned signage. Other rights-of-ways are being treated as streets and others still that are not used. There are several alleys all over town from old subdivisions that were not developed. Jim Foy stated he did not see the need to place street signs on alleys. Council concurred to this statement.

Mr. White stated he will follow the direction of the Council and only install stop signs on alleys as they come into thoroughfares and other streets for safety.

ITEM V – D) CONSIDER, DISCUSS AND ACT UPON A SOLID WASTE GUIDE FROM PROGRESSIVE WASTE SOLUTIONS

Progressive Waste Solutions provided a Solid Waste Guide for our residents in accordance with their contract. Leaca Caspari motioned to approve the Guide with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – E) CONSIDER, DISCUSS AND ACT UPON A CONTRACT RENEWAL WITH ITRON FOR SOFTWARE AND HARDWARE TO OPERATE THE ELECTRONIC METERS

City Manager Ben White discussed the contract renewal for ITRON which is for the water side of the electronic meters. The handheld is ready to support the software. Michael Hesse motioned to approve the contract as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – F) CONSIDER, DISCUSS AND ACT UPON A WELLNESS PROGRAM FOR CITY EMPLOYEES

City Manager Ben White asked to discuss this item with the Council regarding a wellness program for City Employees. Mr. White has investigated options that will offer

a healthy working environment. A plan is being made available through Modern Fitness with Ambrose Coleman for intense physical training and membership with Farmersville Physical Therapy is offered for less intensive training. Farmersville Physical Therapy is offering a charge of \$30 per month per each user which includes the initial set up and access card. The charge through Modern Fitness is \$99 per month per person which equals 3 hours a week with a trainer or 1 hour each day.

Mr. White felt this was a good start towards healthier employees. Our insurance is not realizing the cost benefit but Mr. White feels the outcome will outweigh the insurance's support. Lower usage of our insurance will benefit the City all the way around. Police Chief Mike Sullivan stated while in DeSoto, his Department was offered a similar benefit. The Police Officers took advantage of this and it proved to help keep a physical asset to the City. Mr. White encouraged this as a good tool to promote physical fitness. Jim Foy asked if this benefit would be offered during working hours with Chief Sullivan stating the Police Officers would be allowed to work-out during regular working hours; however they would be ready for incoming calls. For non-Police, Mr. White stated the benefit would be used after working hours. Mr. Foy questioned if the funds are available in the budget with Mr. White stating yes. Mr. White and Chief Sullivan concurred there will be a strong start off and the usage may dwindle down. The usage will be monitored and those who have signed up and not using the benefit will have a conference. If the benefit is not used, the City will require the employee to discontinue. The City will also not be charged if the employee does not use the benefit.

Leaca Caspari asked if Modern Fitness will charge whether the benefit is used or not. Mr. White stated if the benefit, either through Modern Fitness or Farmersville Physical Therapy, is not used, the City will not be charged. Mr. White only wanted to encourage a physically fit employee group.

Michael Hesse stated he liked the idea, but was not sure if the cost is up to the citizens to take on. If the health insurance offered a break for this expense, then he would be all for it. Mr. White stated currently our insurance does not offer any relief of costs by using this type of program. Again, Mr. White stated by promoting a healthy environment, insurance usage with doctor visits should decrease. It is seen as a cost avoidance. Part of Modern Fitness is working with nutrition. Michael Hesse questioned if there were other things the City could do to promote physical fitness. This choice has to become a personal goal to become fit.

John Politz stated he likes the \$30 monthly expenditure but would offer a compromise for the employee to participate with Modern Fitness by splitting the cost. This brings more willingness by the employee to participate. Leaca Caspari stated this will be more of a commitment and liked the compromise. Michael Hesse stated this could help reduce liability.

Jim Foy stated his company pays for employee and their family flu shots to help maintain the health of their employees. This is a good investment. Mayor

Helmberger stated he liked the buy-in of the Modern Fitness and allow the City to pay the full price for Farmersville Physical Therapy. Leaca Caspari motioned to approve the cost expenditure as follows: full price of \$30 per person per month for Farmersville Physical Therapy and \$49.50 per person per month for Modern Fitness. John Politz seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Leaca Caspari yes and Jim Foy yes. Motion passed with full Council approval.

Michael Hesse stated he would like to see the usage tracked. Chief Sullivan stated he would like to see a base line performed to see if health improves. The only statistics attained will be through usage and can get feedback from employees directly. Leaca Caspari stated she sees this as a benefit and should pay for itself.

ITEM V – G) CONSIDER, DISCUSS AND ACT REGARDING DIRECTION TO AMEND EXISTING ORDINANCES PERTAINING TO TRAINING AND FUNCTIONS OF EACH BOARD, COMMITTEE AND COMMISSION

Leaca Caspari stated she would like the ordinances amended changing the date to appoint the Chairman and Vice-Chairman from October, as in the Code of Ordinances now, to the end of June. Each board is reappointed during the month of May. Also, she requested a requirement for each board to at least meet once per quarter. If ex-officio members need to be appointed, then the Council should also include during their appointments in May.

Leaca Caspari volunteered to serve as the Council Liaison for the Senior Citizens Advisory Committee. Ms. Caspari also would like to have each board come before the Council and offer a report of their progress during the past year and offer information of upcoming projects.

Jim Foy stated the Library and Civic Center Board does not have residency requirements; however we should include the board members should reside within the Farmersville School District. Mayor Helmberger stated we should have a majority of board members reside within the City. Trisha Dowell, Librarian, stated she has one board member who resides in the City that does not attend the meetings. Also one of her board members resides in Princeton and the remainder are in the Farmersville ISD. Jim Foy stated he felt it reasonable to require two board members live in the City and others can live within the County. This change can be made effective next year.

City Manager Ben White asked that Chairmen of each board bring no shows to the attention of the Council for replacements and not bypass the authority included in the ordinance. Council could always request attendance and status of current affairs of each board.

ITEM VI) PUBLIC COMMENT

Cathy Strong, residing at 314 Woodard, came before the Council expressing her concern about Camden Park and that this development should be turned down. They had a plan that could have been built upon since 2012 and not one time has she heard

this development would benefit Farmersville. This is the same issue as the cemetery. Once this development happens, it will change Farmersville. The people coming in will not be Farmersville citizens and she does not want this quaint town to change. But it will change drastically and makes her sad. Farmersville will change to their ways and bring their ways to us. These people are not just coming to become Americans but coming to take over America.

Also Ms. Strong stated if people wanted to exercise, they will. She walks the path every day and does not believe the taxpayers should pay for employees exercising.

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

No one else requested items to be placed on a future agenda.

ITEM VIII) ADJOURNMENT

Council adjourned at 7:22pm.

APPROVED

Joseph E. Helmberger, P.E., Mayor

ATTEST

Edie Sims, City Secretary

IV. Informational Items

Agenda Section	Informational Items
Section Number	IV.A
Subject	FCDC (4B) Minutes
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 2017
Attachment(s)	FEDC (4A) Meeting 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 COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)

MINUTES ~ February 13, 2017

CALL TO ORDER, ROLL CALL AND RECOGNITION OF VISITORS

The Farmersville Community Development Corporation Board met on February 13, 2017 in the City Council Chambers at City Hall. President Donna Williams convened the meeting at 5:45 p.m. and announced that a quorum was present after roll call. The following board members were present: Donna Williams, John Garcia, Mike Goldstein, Katherine Hershey, John Politz, and Cynthia Craddock-Clark. President Williams welcomed Main Street Manager Adah Leah Wolf, City Council Liaison Leaca Caspari, and City Manager Ben White.

CONSIDER FOR APPROVAL JANUARY 23, 2017 MEETING MINUTES

John Politz made a motion to approve the minutes of January 23, 2017 as written. Motion was seconded by Mike Goldstein and passed unanimously.

CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT

Cynthia Craddock-Clark made a motion to approve the items for payment. Motion was seconded by Katherine Hershey and passed unanimously.

CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR JANUARY 2017 AND ANY REQUIRED BUDGET AMENDMENTS

There was discussion that only \$50,000 has been spent out of the originally budgeted amount of \$120,000 for the Parks Improvements Grant Match, due to the total grant amount being lower than anticipated. Mike Goldstein made a motion to reduce that budget line item from \$120,000 to \$50,000. John Politz seconded the motion, which passed unanimously.

There was discussion regarding the sponsorship of this year's Collin College Foundation event; the College had called to see if we were interested in sponsoring this year. 4A has contributed \$7,500 toward the event. If 4B contributes \$2,500, the city will be recognized at the \$10,000 sponsorship level. Mike Goldstein motioned that the board amend the budget to approve a Collin College Foundation sponsorship in the amount of \$2,500. Motion seconded by John Politz, and passed unanimously.

Cynthia Craddock Clark made a motion to approve the January 2017 financial statements as presented. Mike Goldstein seconded the motion, which passed unanimously.

CONSIDERATION AND POSSIBLE ACTION REGARDING BILLBOARD DESIGN FOR CHAPARRAL TRAIL PROMOTION PROJECT

Two design drafts provided by Ann Hyncek were reviewed. Mike Goldstein motioned to approve the first design, with the logo enlarged as large as possible for that space. Motion was seconded by Katherine Hershey and passed unanimously.

CITY MANAGER REPORT

City Manager Ben White provided a written report, and commented on the following areas: Halff and Associates have been contacted to work on new estimate for the west parking lot at the Spain Complex, as well as an estimate for the entire park concept plan. The Centennial Committee has been contacted regarding parking lot needs at the Senior Center. The Library has mold issues in the flooring. The ADA advisory committee will meet soon to discuss the upcoming sidewalk improvements, now that the grant has been obtained. The downtown merchants will be included in the discussions regarding the sidewalk work. Meetings held in the Council Chambers are now video recorded (as well as audio recorded).

Emergency Operations Center hardware has been installed in the City Manager's office. City Council election sign up deadline is Feb. 17.

The board discussed the possibility of having a preliminary meeting with the Centennial Committee and the City Manager to discuss upcoming budget needs, in order to work collaboratively. Mike Goldstein volunteered to represent the 4B Board at this meeting, which is to be arranged.

MAIN STREET MANAGER UPDATE

Main Street Manager Adah Leah Wolf presented a written report for January 2017, and highlighted the following: The February Farmers & Fleas Market was cold, but drew a good number of vendors and shoppers. The Farmersville Heritage Museum board will give an update to City Council tomorrow night. The Audie Murphy Day Committee has begun to meet; the date of the event will be June 17. The Texas Lakes Trail workshop was attended by Donna and Katherine as well as two other volunteers. One of the suggestions was to have a year calendar of events. Adah Leah drafted an event calendar as a result of the workshop. The Feb. 11 "Fall in Love with Farmersville" event was successful and fifteen businesses participated. Clayton Jeck is a new tenant in the Meguire building, and provides counseling services. Construction has begun on the May building façade on South Main Street. Farmersville Main Street has received the 2017 Certificate for National Accreditation by the Texas Main Street Office; the national accreditation awards will be announced at the National Main Street meeting in May.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

The next board meeting will be held on March 13, 2017.

ADJOURNMENT

There being no further business, President Williams adjourned the meeting 6:42 PM

Signatures:

Donna K. Williams, President

John Politz, Secretary

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)

MINUTES ~ January 23, 2017

CALL TO ORDER, ROLL CALL AND RECOGNITION OF VISITORS

The Farmersville Community Development Corporation Board met on January 23, 2017 in the City Council Chambers at City Hall. President Donna Williams convened the meeting at 5:50 p.m. and announced that a quorum was present after roll call. The following board members were present: Donna Williams, John Garcia, Mike Goldstein, and Katherine Hershey. President Williams welcomed Main Street Manager Adah Leah Wolf, Mayor Diane Piwko, City Council Liaison Leaca Caspari, and City Manager Ben White.

CONSIDER FOR APPROVAL DECEMBER 12, 2016 MEETING MINUTES

Mike Goldstein made a motion to approve the minutes of December 12, 2016 as written. Motion was seconded by John Garcia and passed unanimously.

CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT

John Garcia made a motion to approve items presented for payment, including a \$73 overage for Christmas lights (invoice from Year Round Christmas Lights). Motion was seconded by Mike Goldstein and passed unanimously.

CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR DECEMBER 2016 AND ANY REQUIRED BUDGET AMENDMENTS

Mike Goldstein made a motion to approve the December 2016 financial statements as presented. Katherine Hershey seconded the motion, which passed unanimously.

CITY MANAGER REPORT

City Manager Ben White presented a written report, and discussed the following: The Collin County Open Space grant for Spain Complex improvements has been awarded. It is for \$50,000 with a \$50,000 match (provided by 4B). The fiber optic project is on hold as more data are collected. The fishing dock is in need of repair; this could be a potential future 4B project. City Hall renovations are still in progress. The drive through will be closed for a few days while the downstairs office is completed. The Texas Department of Agriculture Main Street grant has been approved, and will help to fund drainage improvements as well as ADA sidewalk improvements. Christmas lights are down except for the median lights, which will remain in place through Valentine's Day. The four "Historic Downtown Farmersville" signs have been installed on Hwy 78 and Hwy 380.

CONSIDERATION AND POSSIBLE ACTION REGARDING BILLBOARD DESIGN FOR CHAPARRAL TRAIL PROMOTION PROJECT

Six design drafts provided by Ann Hyncek were reviewed. The design elements can easily be rearranged. Suggested modifications to #2 design were the following: Make the Chaparral Trail logo larger, make the city logo smaller, add right pointing arrow end onto the lower horizontal band, and consider mimicking the curves in the city logo with the horizontal lower band. After discussion, Mike Goldstein made a motion that we proceed with modifications to #2 design. Motion seconded by John Garcia, and passed unanimously. Adah Leah to communicate with designer for the desired changes.

MAIN STREET MANAGER UPDATE

Main Street Manager Adah Leah Wolf presented a written report for December 2016, and highlighted the following: The Farmersville Heritage Museum has received two large donations at the end of 2016. The Museum board will provide an update to City Council on Feb. 14. Manager met with Lacey Henderson of

the Texas A & M at Commerce Business college department, regarding a summer intern. She interviewed a good candidate who has photography skills, to assist with promoting the National Register District. Several improvements have been made near City Hall, including the removal of the electrical "hut" and several unneeded electrical poles on the East side of City Hall. The Texas Historical Commission has sent our National Register nomination to the National Park Service for final approval, which should take approx. 90 days. The Collin County Historical Commission will have their annual Preservation Celebration on April 29, to be held this year in Farmersville, at the First Baptist Church. This will be a good opportunity to announce the National Register District, as well as an opportunity to greet many out of town visitors. The Community Development Corporation brochure has been updated and is on the city website. Downtown merchants are planning a "Fall in Love with Downtown" event on February 11, from 10 am – 7 pm. The shops will feature special décor, treats, and drawings for door prizes.

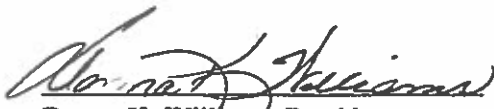
DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

The next board meeting will be held on February 13, 2017. Mike Goldstein requested a discussion of ways that the recently deceased Barbers could be memorialized in town.

ADJOURNMENT

There being no further business, President Williams adjourned the meeting at 6:25 PM

Signatures:


Donna K. Williams, President


John Politz, Secretary

Agenda Section	Informational Items
Section Number	IV.B
Subject	Texas Housing Partners Agenda
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 2017
Attachment(s)	Texas Housing Partners Agenda
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

- A. **Call to Order & Declaration of a Quorum**
- B. **Invocation and Pledges**
- C. **Approval of Minutes:** Approve Meeting Minutes for December 2016
- D. **TCOG Executive Director's Comments**
- E. **Public Housing Director's Report**
 - a. **Occupancy Report**
 - b. **New Construction Update**
- F. **Consent**

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

 - 1. **November and December 2016; January 2017 Liabilities (AF):** Authorize the Secretary/Treasurer to make payments in the amounts as listed.
Lori Cannon, CPA Consultant – page 2
- G. **Action**
 - 1. **Approve FYE 2018 Auditor Selection:** Authorize the selection of independent auditor for the fiscal year ending 3/31/18
Allison Reider, Client Services Director – page 21
 - 2. **FYE 3/31/17 Write-offs:** Authorize the write off of tenant accounts receivable for FYE 3/31/17.
Susan Ensley, Program Manager – page 31
 - 3. **Authorize the Creation of Two (2) Make Ready Positions:** Authorize two new staff positions
Allison Reider, Client Services Director – page 34
 - 4. **Approve FYE 2018 Budget:** Approve operating budget as presented.
Allison Reider, Client Services Director – page 35
 - 5. **Approve Occupancy Policy Update:** Approve updates to the Occupancy Policy
Allison Reider, Client Services Director – page 38
 - 6. **FYE 2017 Budget Status Update:** Accept recommendation, if any, regarding FYE 2017 budget
Lori Cannon, CPA Consultant – page 46
- H. **Citizens to be Heard**
- I. **Adjourn**

APPROVAL



Allison Reider, Client Services Director

V. Reading of Ordinances

Agenda Section	Reading of Ordinances
Section Number	V.A
Subject	Consider, discuss and act upon the reading of Ordinance #O-2017-0328-001 to amend the Code of Ordinances and Master Fee Schedule for Electric-Distributed Generation.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 2017
Attachment(s)	O-2017-0328-001
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
ORDINANCE 0-2017-0328-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 74, "UTILITIES," BY AMENDING SECTION 74-94, "ELECTRIC – DISTRIBUTED GENERATION," BY DELETING SUBPARAGRAPH (c), "PURCHASES FROM CUSTOMER," IN ITS ENTIRETY AND REPLACING SAID SUBPARAGRAPH WITH A NEW SUBPARAGRAPH (c) ALSO ENTITLED "PURCHASES FROM CUSTOMER" TO MODIFY CERTAIN TERMINOLOGY RELATED TO THE BUYING BACK OF ENERGY AND ADD A REFERENCE TO THE MASTER FEE SCHEDULE; BY AMENDING APPENDIX "A," "MASTER FEE SCHEDULE," OF THE FARMERSVILLE CODE THROUGH THE AMENDMENT OF SECTION 2-8, ENTITLED "ELECTRIC SERVICE RATES," TO INCLUDE A RATE FOR DISTRIBUTED GENERATION BUY BACK; REPEALING ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR NOTICE AND IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas ("City") is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that all prerequisites to the adoption of this Ordinance have been met; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that it is in the best interest of the public health, safety and welfare to allow for distributed generation buy back rates as provided herein-below;

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

SECTION 1. INCORPORATION OF FINDINGS

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

SECTION 2. AMENDMENT OF CHAPTER 74, "UTILITIES," BY AMENDING SECTION 74-94, "ELECTRIC – DISTRIBUTED GENERATION," BY DELETING SUBPARAGRAPH (c), "PURCHASES FROM CUSTOMER," IN ITS ENTIRETY AND REPLACING SAID SUBPARAGRAPH WITH A NEW SUBPARAGRAPH (c) ALSO ENTITLED "PURCHASES FROM CUSTOMER" TO MODIFY

**CERTAIN TERMINOLOGY RELATED TO THE BUYING BACK OF ENERGY
AND ADD A REFERENCE TO THE MASTER FEE SCHEDULE.**

From and after the effective date of this Ordinance, Section 74-94, "Electric – Distributed generation," is hereby amended by deleting Subparagraph (c) entitled "Purchases From Customer," in its entirety and replacing said subparagraph with a new Subparagraph (c) also entitled "Purchases From Customer" to read as follows:

- “(c) *Purchases from customer.* FE will pay a customer for all the metered kwh output from the customer to the extent such output exceeds the amount of electricity that is consumed by the customer on a monthly basis at the then current distributed generation buy back rate as established in the Master Fee Schedule by, and modified from time to time by, the City Council.”

SECTION 3. AMENDING APPENDIX “A,” “MASTER FEE SCHEDULE,” OF THE FARMERSVILLE CODE THROUGH THE AMENDMENT OF SECTION 2-8, ENTITLED “ELECTRIC SERVICE RATES,” TO INCLUDE A RATE FOR DISTRIBUTED GENERATION BUY BACK.

From and after the effective date of this Ordinance, Appendix A, “Master Fee Schedule” of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended by amending Article II, “Electricity, Water, Sewer, and Refuse,” by amending Section 2-8, “Electric Service Rates,” to add a provision regarding a rate for distributed generation buy back such that Section 2-8 entitled “Electric Service Rates” hereafter reads as follows:

“Sec. 2-8. Electric Service Rates.

Residential Rate (Schedule R)	Amount
Security Deposit	\$200.00
Minimum monthly charge	\$6.75
Energy Charge	\$0.1077 per kWh for all kWh
Small Commercial Rate (Schedule SC)	
Security Deposit	\$200.00
Minimum monthly charge	\$15.00
Energy Charge for 1 st 5,000 kWh or less	\$0.1110 per kWh
Energy Charge greater than 5,000 kWh	\$0.0970 per kWh
A Customer on this schedule whose demand exceeds 25 kW for any billing period shall be billed under Schedule MC for the next 12-month period beginning with the current month.	
Medium Commercial Rate (Schedule MC)	
Security Deposit	\$400.00
Minimum monthly charge	\$40.00
Demand Charge per kWh for all monthly billing demands greater than 25 kW	\$7.25 per kWh plus the Energy Charge immediately following

Medium Commercial Rate (Schedule MC)	Amount
Energy Charge for 1 st 5,000 kWh or less	\$0.1010 per kWh
Energy Charge for 5,001 kWh or more	\$0.0787 per kWh
A Customer billed under this schedule for a period of 12 consecutive months without a demand in excess of 25 kW will be changed to Schedule SC on the first month succeeding such 12-month period.	
A Customer on this schedule whose demand exceeds 100 kW for any billing period shall be billed under Schedule LC for the next 12-month period beginning with the current month.	
Large Commercial Rate (Schedule LC)	
Security Deposit	\$800.00
Minimum monthly charge	\$86.00
Demand Charge per kWh for all monthly billing demands for the 1 st 100 kW or less of monthly billing demand	\$7.00 per kW plus the following Energy Charge
Demand Charge per kWh for all monthly billing demands for demands greater than 100 kW	\$5.70 per kW plus the following Energy Charge
Energy Charge for all kWh	\$0.0627 per kWh

The following provisions are applicable to ALL Schedules (R, SC, MC, LC)	Amount
<i>Power cost adjustment.</i> The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.	
<i>Tax adjustment.</i> The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.	
<i>Distributed Generation Buy Back Rate.</i>	\$0.03439 per kWh

SECTION 4. CUMULATIVE REPEALER

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

SECTION 5. SAVINGS

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

SECTION 6. SEVERABILITY

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

SECTION 7. GOVERNMENTAL IMMUNITY

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Farmersville in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

SECTION 8. INJUNCTIONS

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Farmersville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Farmersville.

SECTION 9. ENGROSSMENT AND ENROLLMENT

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

Council of the City of Farmersville and by filing this Ordinance in the Ordinance records of the City.

SECTION 10. EFFECTIVE DATE

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

PASSED on first and final reading on the 28th day of March, 2017, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor Pro Tem on the date set out below.

APPROVED THIS 28th day of March, 2017.

APPROVED:

Mike Hurst, Mayor Pro Tem

ATTEST:

Sandra Green, City Secretary

VI. Regular Agenda

Agenda Section	Regular Agenda
Section Number	VI.A
Subject	Elect Deputy Mayor Pro Tem
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 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"> • 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 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 28, 2017
Attachment(s)	Contract for planning 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 another agenda. _____ • No motion, no action

THE STATE OF TEXAS §

COUNTY OF COLLIN § **Professional Services Contract
with Kimley-Horn and Associates, Inc.**

THIS CONTRACT is entered into on this 14th day of March, 2017, by and between the **CITY OF FARMERSVILLE, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **KIMLEY-HORN AND ASSOCIATES, INC.** ("hereinafter referred to as "CONSULTANT") whose address is 12750 Merit Drive, Suite 1000, Dallas, Texas 75251.

W I T N E S S E T H:

WHEREAS, CITY desires to obtain professional services from CONSULTANT to update the CITY'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; and

WHEREAS, CITY also desires to obtain professional planning services from CONSULTANT from time to time as the CITY's designated City Planner to provide planning and consulting services as may be requested and designated by the CITY ("City Planner Services"); and

WHEREAS, CONSULTANT is an architectural, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified;

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the professional level of care and skill ordinarily exercised by competent members of the architectural, engineering and planning professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license, if required by Texas law, including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a

competent engineer or architect or planning professional. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to update the CITY'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 specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. CONSULTANT shall also perform such further and additional City Planner Services as may be requested in writing by the City Manager from time to time and/or memorialized in an additional scope of work or Individual Project Order ("IPO") (collectively "City Planner Scope"). However, in case of conflict in the language of Attachment "A" or some future City Planner Scope and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

A. The Project

Total payment for services described herein shall be a sum not to exceed Eighty-Four Thousand Two Hundred and No/100 Dollars (\$84,200.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by CITY in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

CONSULTANT will bill CITY on a percent complete basis in accordance with Attachment "A"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "A" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance

(prior to the performance of additional work) the payment of additional amounts. In no event shall the cost of such additional services be billed to City at rates greater than the hourly rates set forth in Attachment "B." The hourly rates set forth in Attachment "B" shall remain fixed through the completion of the Project for all work performed on the Project.

Each month CONSULTANT will submit to CITY an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

B. City Planner Services

CONSULTANT shall perform such further and additional services as are necessary to serve the CITY as the City Planner specifically including, but not necessarily limited to, providing professional planning and consulting services regarding requested zoning changes and the application of the updated zoning ordinance and subdivision ordinance in conjunction with the City's Comprehensive Plan and related development requirements. Any request for City Planner Services will be requested in writing by the City Manager and may further be documented in a City Planner Scope.

Total payment for services described herein shall not exceed the amount budgeted for the services of the City Planner during a given fiscal year, as the City's Budget may be amended from time to time. All such amounts budgeted for the City Planner shall be deemed encumbered to support this Contract and no unfunded debt shall be incurred in the performance of this Contract. CONSULTANT will bill CITY on an hourly basis at the hourly rates described in Attachment "B" hereto entitled "Schedule of Hourly Rates for Planning Services"; provided however that this Contract shall control in the event of any conflict

between the language in Attachment "B" and the language in this Contract. CONSULTANT may review and modify the hourly rates set forth in Attachment "B" for City Planner Services as of July 1 of each year by providing the CITY thirty (30) days written notice of any proposed changes in the hourly rates set forth in Attachment "B." The hourly rates charged for any City Planner Services project that was assigned to CONSULTANT prior to CITY's receipt of the written notice of any proposed changes in the hourly rates shall not be increased for such City Planner Services project(s) until complete.

In the alternative, CITY and CONSULTANT may agree in advance and in writing that a particular City Planner Services project should be billed on a lump sum basis rather than on an hourly basis at the rates described in Attachment "B" to this Contract. If additional services are requested, CONSULTANT will not provide such additional services until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Each month CONSULTANT will submit to CITY an invoice for actual services performed incurred by CONSULTANT during the previous month. For City Planner Services performed on an hourly basis, each such invoice shall be itemized to identify the City Planner Services performed and show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. Each invoice shall also state the percentage of work completed on each such City Planner Service, the total of the current invoice amount and a running total balance for each such City Planner Service to date until it is complete.

For City Planner Services performed on a lump sum basis through a City Planner Scope, each month CONSULTANT will submit to CITY an invoice supporting the percentage complete for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted.

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law

or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Farmersville City Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

This Contract may be terminated at any time by CITY for any cause by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. This Contract may be terminated at any time by CONSULTANT for any cause by providing CITY thirty (30) days written notice of such termination.

In the event of termination of this Contract, CONSULTANT shall deliver all finished and/or unfinished documents associated to the Project including, but not limited to, data, studies, surveys, drawings, maps, models, reports,

photographs, or other relative information to CITY within thirty (30) days of written termination. In the event of termination pursuant to Paragraph VI, herein, CONSULTANT consents to CITY's right in the selection of another Consultant of CITY's choice to assist in completing the Project. CONSULTANT further agrees to cooperate with CITY and to provide any information requested by CITY in accordance with the completion of the Project.

CONSULTANT shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by CONSULTANT through the date such written notice of termination is received by CONSULTANT if terminated by CITY or delivered by CONSULTANT to CITY if terminated by CONSULTANT.

VII.

Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.

Insurance Requirements

- A. Before commencing work, the consultant shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by companies approved by the state of Texas and acceptable to the City of Farmersville. The consultant shall furnish to the City of Farmersville City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Benjamin L. White, P.E., CPM
City Manager
City of Farmersville
205 S. Main Street
Farmersville, Texas 75442

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of

\$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Farmersville.

B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:

1. A waiver of subrogation in favor of City of Farmersville, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of Farmersville, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader; and, the City of Farmersville shall be provided a defense to any and all claims and causes of action arising out of or related to this Agreement as may be provided pursuant to CONSULTANT's general liability insurance policies. In this regard, CONSULTANT shall assist CITY to obtain any defense provided by the CONSULTANT's general liability insurance policies.

Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that CONSULTANT's insurance carrier may owe

to CITY as an additional insured, pursuant to endorsement CG2026 or broader under the CONSULTANT's general liability insurance policies required by this Agreement, to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether one or more, regardless of the proportionate responsibility or liability of the CONSULTANT or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either CONSULTANT, CONSULTANT's insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.

- 3.. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least thirty (30) days' notice in advance of the cancellation effective date of any policy of insurance that is cancelled by the insurance company for any reason other than nonpayment of premium.
 4. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least ten (10) days' notice in advance of the cancellation effective date of any policy of insurance that is cancelled by the insurance company for nonpayment of premium or by CONSULTANT for any reason.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.
 - D. The CONSULTANT shall notify CITY in writing at least thirty (30) days prior to CONSULTANT cancelling or making any material change to any coverage(s) provided in, or through, the insurance policies required under this Section VIII. Failure by CONSULTANT to provide CITY the notice required hereunder may, in the sole discretion of CITY, be deemed a material breach of this Agreement.

IX.

Right to Inspect Records

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all

necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants.

XII.

INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL

LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT ANY OF THE FOREGOING ARISE OUT OF OR RESULT FROM CONSULTANT'S NEGLIGENT OR OTHERWISE WRONGFUL PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT OR CONSULTANT'S SUBCONTRACTORS AND THE OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR CONSULTANT'S SUBCONTRACTORS (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

XIII.

Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

XIV.

Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict

accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:
 - (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,
 - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XV. Changes

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

XVI.
Conflict of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

In addition, CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The CONTRACTOR must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONTRACTOR must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

XVII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-

public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Farmersville, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority.

XVIII.
Mailing Address

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Benjamin L. White, P.E., CPM
City Manager
City of Farmersville
205 S. Main Street
Farmersville, Texas 75442.

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

Kimley-Horn and Associates, Inc.
12750 Merit Drive
Suite 1000
Dallas, Texas 75251.

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XIX.
Applicable Law

The CONTRACT is entered into subject to the ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

XX.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXV.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Farmersville, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

XXVI.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF FARMERSVILLE

By: _____
Mike Hurst, Mayor Pro Tem

Date Signed: _____

ATTEST:

Sandra Green, City Secretary

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Date Signed: _____

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Mike Hurst, Mayor Pro Tem of the **CITY OF FARMERSVILLE**, a Texas Municipal Corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20____.

Notary Public Collin County, Texas
My commission expires _____

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ in his capacity as _____ of **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **KIMLEY-HORN AND ASSOCIATES, INC.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____
DAY OF _____, 20____.

Notary Public _____ County, Texas
My commission expires _____

Attachment "A"

Scope of Work

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

5.3 City Council Updates

Consultant will attend up to five (5) City Council meetings on a monthly basis to provide Council with an update of the progress of the project.

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.

Attachment "B"

Schedule of Hourly Rates for Planning Services

Senior Planning Professional I	\$240
Senior Planning Professional II	\$240
Planning Professional	\$175
Planning Analyst	\$145
Planning Designer	\$170
Technical Support	\$65
Clerical/Administrative Support	\$70

Effective July 2016 thru June 2017

Agenda Section	Regular Agenda
Section Number	VI.C
Subject	Update on City Financials.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 2017
Attachment(s)	February City Financial Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • Daphne Hamlin 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

**City of Farmersville
Investment and Budget Report**

February 2017

Prepared by: Daphne Hamlin

MEMO

To: Benjamin White, City Manager
From: Daphne Hamlin, City Accountant
Date: March 21, 2017
Subject: February 2017 Budget Report

The monthly budget report will focus on the analysis of budgetary variances of the revenues and expenditures of each of the major operating funds and project the impact on available fund balance. As a benchmark for comparison, we'll bear in mind that as of the end of February, 5/12 months or 41.67% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 41.67% level, and to have 58.33% remaining budget for the remaining of the year.

Presented in this format are: 1) an executive summary describing current budget issues, 2) budgetary comparison schedules of each major operating fund of the city, and 3) a fiscal year to date activity summary for cash and investments.

Executive Summary

The major operating funds that are part of the annual operating budget of the city are the general, water & wastewater, refuse, and electric funds.

General Fund

Total revenues in the general fund are 53.50% collected and total expenses are 44.25%.

Ad Valorem collections currently received is 94.30%. Delinquent Ad Valorem received is 72.06%

Sales Tax current collection rate of 54.36%. Sales Tax exceeded expectations.

Municipal Court Revenues current collection rate of 38.03%.

Interest Earned is slowly on the rebound, still exceeding expectations, current collection rate 192.86%

Refuse Fund

Total revenues are 48.33% and total expenses are 42.39%.

Water & Wastewater Fund

Total revenues for the Water Fund are 38.95% Water expenses in Administration are 51.59%. Water Department overall expenditures are 39.76%

Total revenues for the Wastewater Fund are 40.23% Wastewater expenses are 33.17%.

Electric Fund

Total revenues are 34.77%; the expenses are at 43.71%, includes transfers to general fund.

Cash Summary

The cash summary is attached.

SUMMARY OF CASH BALANCES FEBRUARY 2017

ACCOUNT: FNB (0815)	Interest Earned	Restricted	Assigned	Account Balance
Clearing Accounts				
General Fund			\$ 522,277.06	
Permit Fund			\$ (25,123.56)	
Refuse Fund			\$ 81,044.98	
Water Fund			\$ (341,876.64)	
Wastewater Fund			\$ 459,864.29	
Electric Fund			\$ (467,203.90)	
CC Child Safety	\$ 24,233.05			
2012 Bond	\$ -			
Law Enf Training	\$ 11,046.35			
Disbursement Fund	\$ (190,031.91)			
Library Donation Fund	\$ 2,591.71			
Court Tech/Sec	\$ 17,757.09			
JW Spain Grant	\$ 50,000.00			
Grants	\$ (60,597.22)			
CC Bond Farmersville Parkway	\$ 180,000.86			
CC Bond Floyd	\$ (49,667.75)			
Equipment Replacement	\$ 5,322.29			
TOTAL:	\$ 104.29	\$ (9,345.53)	\$ 228,982.23	\$ 219,636.70
Debt Service Accounts				
County Tax Deposit (FNB 0807)(Debt Service)	\$ 128.23	\$ 168,107.99		
Debt Service Reserve (Texpool 0014) (2 months	\$ 46.47	\$ 108,313.45		
TOTAL:	\$ 174.70	\$ 276,421.44		\$ 276,421.44
Appropriated Surplus Investment Accounts				
Customer meter deposits (Texpool 0008)	\$ 46.34	\$ 108,103.86		
2012 G/O Bond, streets, water, wastewater (Tex	\$ 886.96	\$ 1,942,767.05	-	
TOTAL:	\$ 933.30	\$ 2,050,870.91	\$ -	\$ 2,050,870.91
Unassigned Surplus Investment Accounts				
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day Re	\$ 371.68	\$ 866,700.00		
Water/WW Fund (Texpool 0003)(Operating 90 c	\$ 255.04	\$ 594,900.06		
Water/WW Fund (Texpool 00017)(Capital)	\$ 324.40	\$ 756,722.50		
Elec. Fund (Texpool 0005) (Operating)	\$ 21.42	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 137.95	\$ 321,825.69		
Elec. Surcharge (Texpool 0015)	\$ 52.09	\$ 121,491.11		
Money Market Acct. (FNB 092)	\$ 8.44		\$ 73,389.70	
TOTAL:	\$ 1,171.02	\$ 2,711,639.36	\$ 73,389.70	\$ 2,785,029.06
Contractor Managed Accounts Nonspendable				
NTMWD Sewer Plant Maint. Fund	\$ 18,100.17			
TOTAL APPROPRIATED SURPLUS	\$ 18,100.17	\$ -	\$ -	\$ 18,100.17
TOTAL CASH & INVESTMENT ACCOUNTS	\$ 5,047,686.35	\$ 302,371.93	\$ -	\$ 5,350,058.28

SUMMARY OF CASH BALANCES FEBRUARY 2017

FEDC 4A Board Investment & Checking Account					
FEDC 4A Checking Account (Independent Bank 7909)	\$	10.01	\$	277,620.76	
FEDC 4A Investment Account (Texpool 0001)	\$	265.75	\$	619,909.75	
FEDC 4A Certificate of Deposit (Independent Bank)	\$	74.32	\$	250,000.00	
TOTAL:	\$	350.08	\$	1,147,530.51	\$ - \$ 1,147,530.51

FCDC 4B Board Investment & Checking Account					
FCDC 4B Checking Account (Independent Bank 3035)	\$	4.34	\$	126,890.53	
FCDC 4B Investment Account (Texpool 0001)	\$	36.55	\$	85,290.46	
TOTAL:	\$	40.89	\$	212,180.99	\$ - \$ 212,180.99

TIRZ Account					
County Tax Deposits (FNB 01276)	\$	42.32	\$	114,503.99	
TOTAL:	\$		\$	114,503.99	\$ - \$ 114,503.99

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

Note: Standard & Poor's Rating Service assigned A+/long-term stable rating to Farmersville, Texas

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

10-2014 NCTCOG - Public Funds Inv Act.

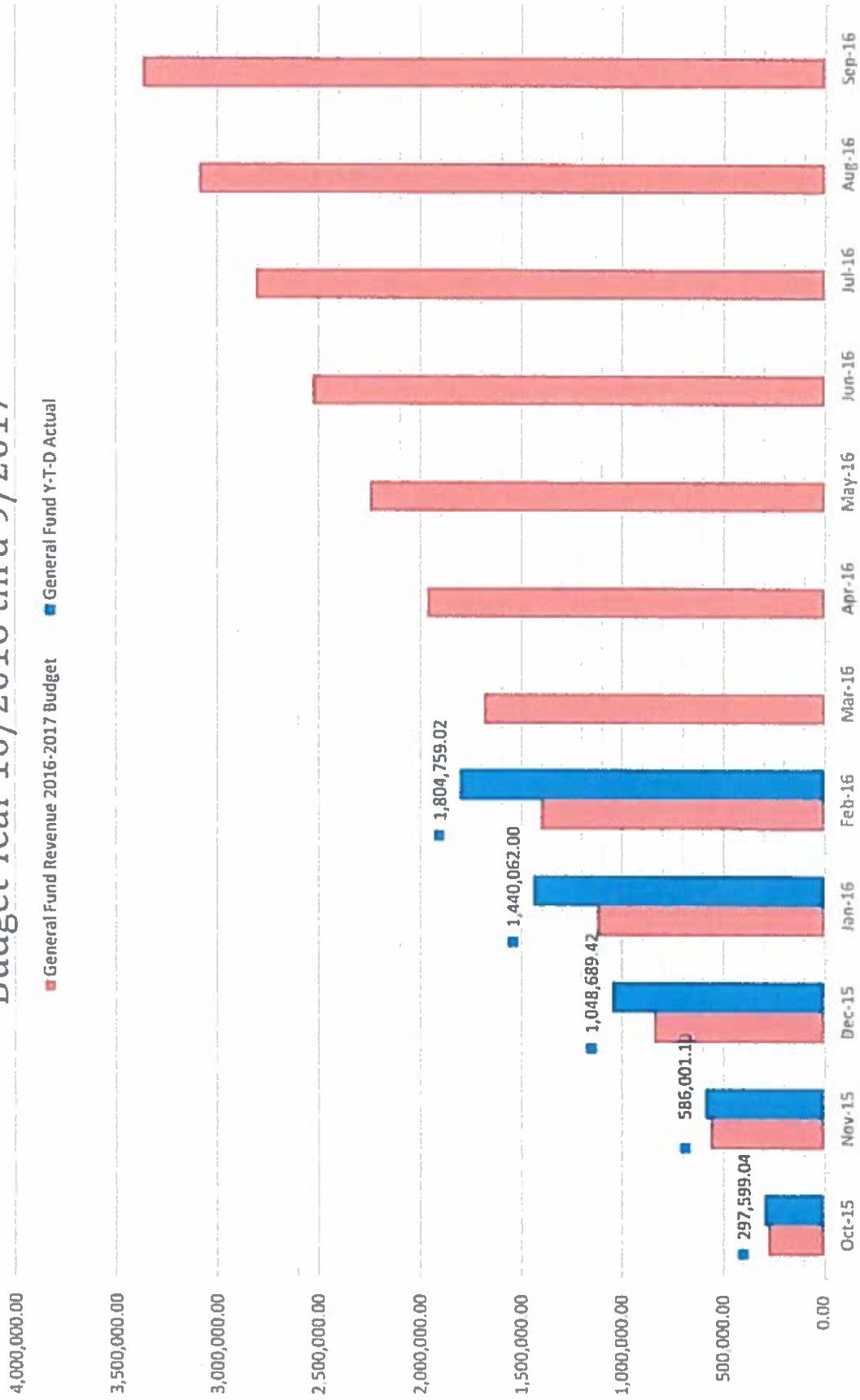
I hereby certify that the City of Farmersville's Investment Portfolio is in compliance with the City's investment strategy as expressed in the City's Investment Policy (Resolution 99-17, and with relevant provisions of the law.

Daphne Hamlin

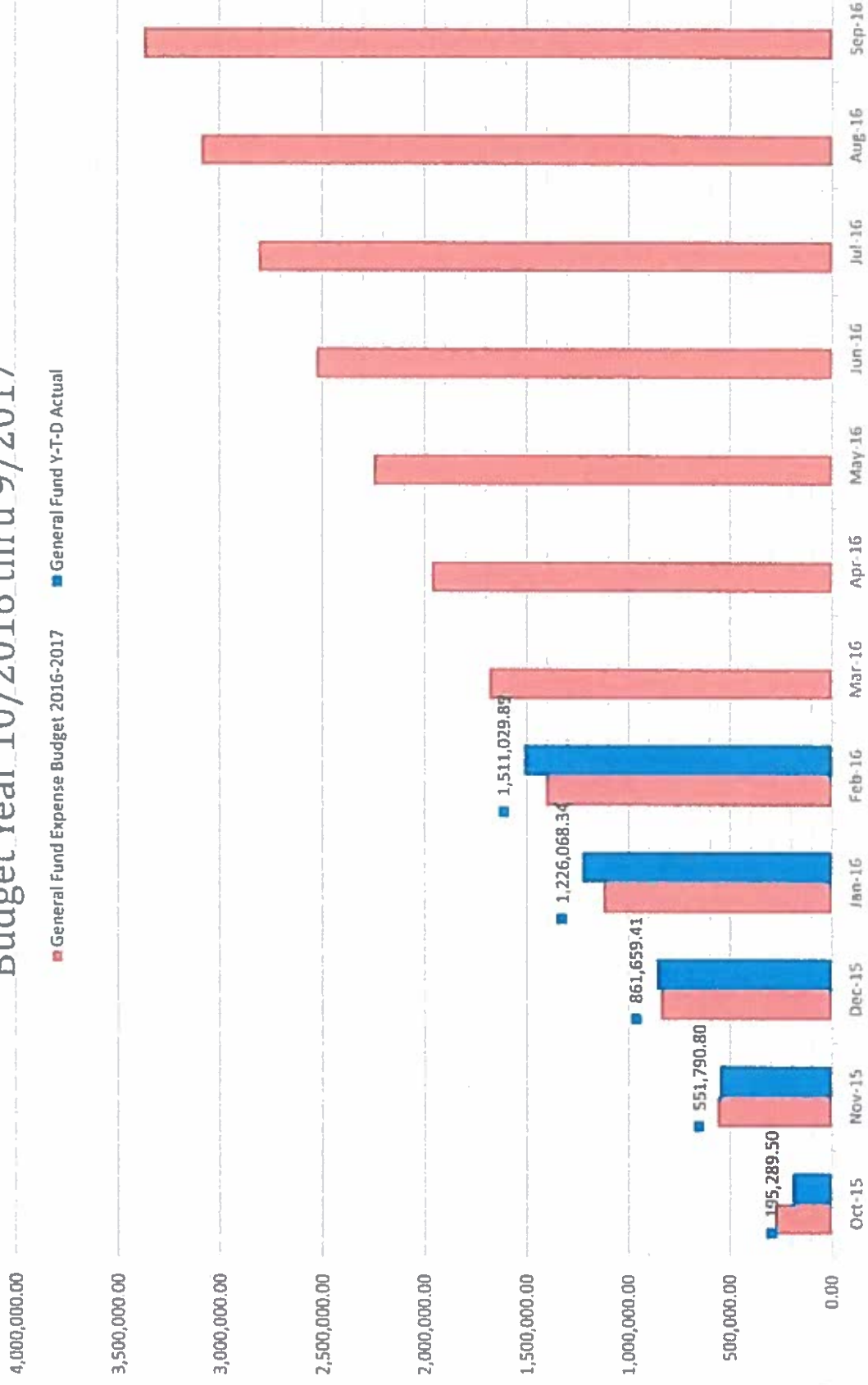
Daphne Hamlin, City Investment Officer

General Fund Revenue Progress Budget Year 10/2016 thru 9/2017

■ General Fund Revenue 2016-2017 Budget ■ General Fund Y-T-D Actual

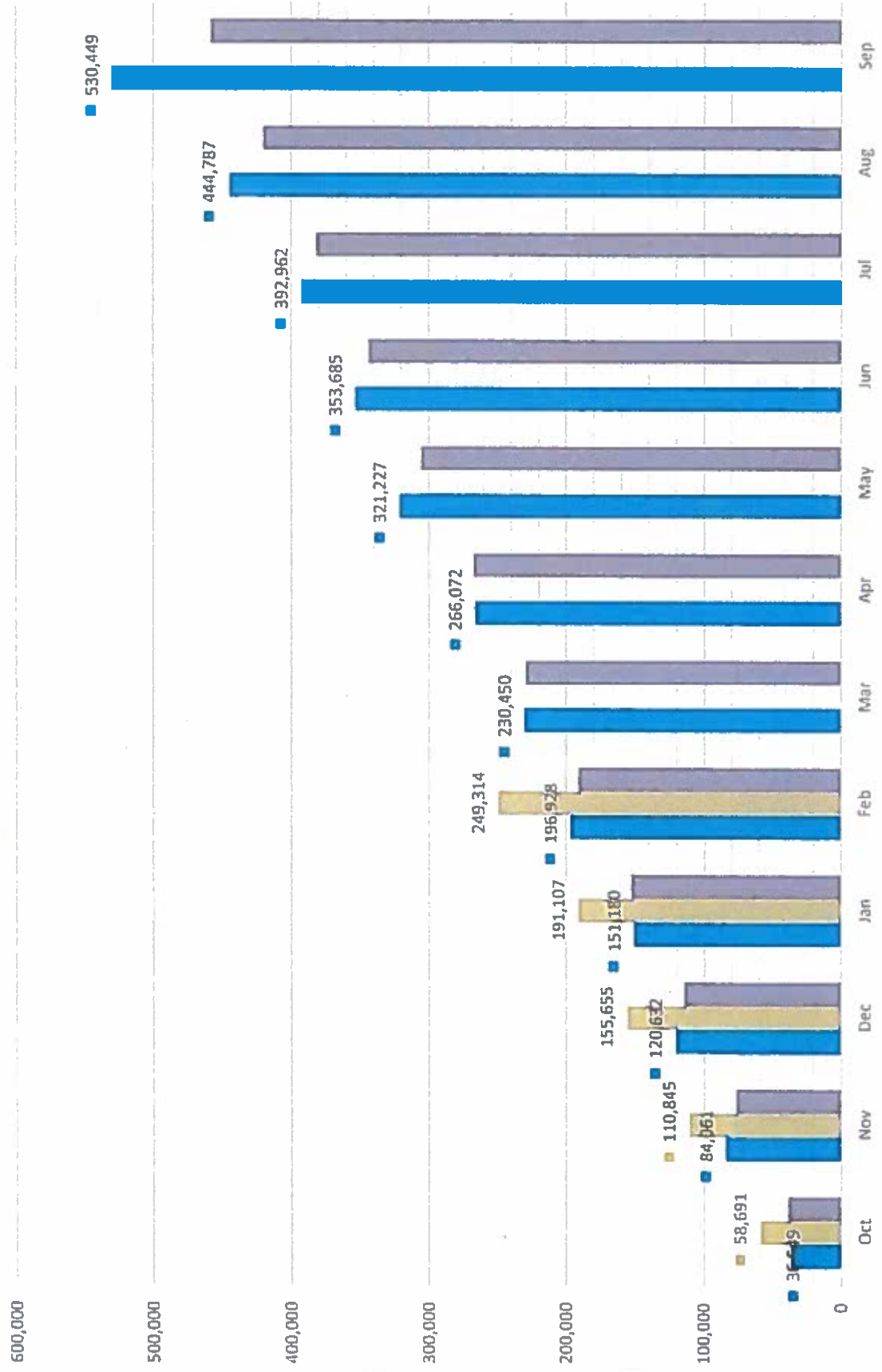


General Fund Expense Budget Year 10/2016 thru 9/2017



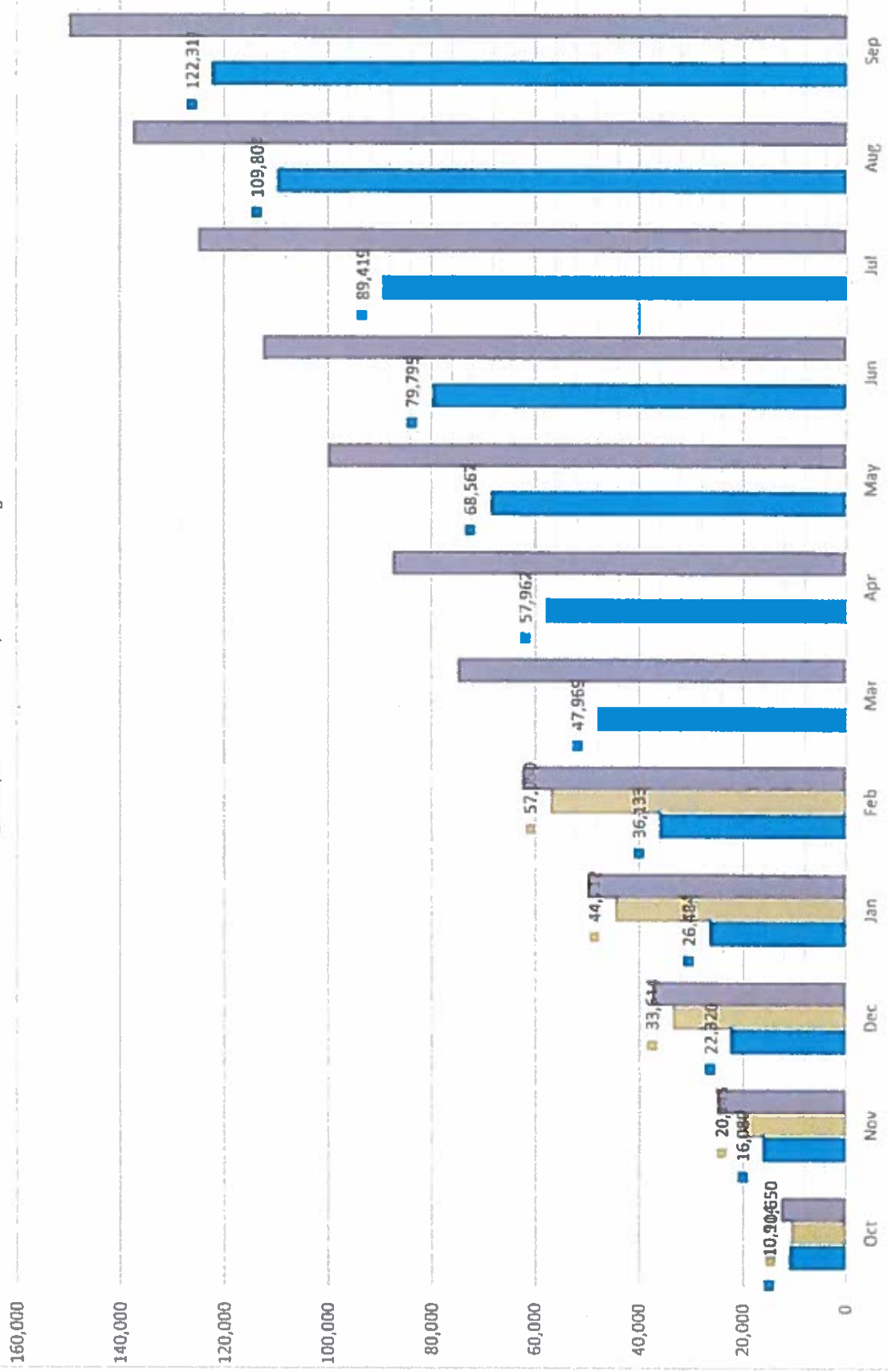
Sales Tax Chart Comparison

■ 2015/2016FY ■ 2016/2017FY ■ Budget



Municipal Court Revenue Comparison Chart

■ 2015/2016 FY ■ 2016/2017 FY ■ Budget



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	3,373,230	364,697.02	1,804,759.02	0.00	1,568,470.98	53.50
TOTAL REVENUES	3,373,230	364,697.02	1,804,759.02	0.00	1,568,470.98	53.50
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	150.00	750.00	0.00	1,290.00	36.76
CONTRACTS & PROF. SVCS	150	0.00	1,000.00	0.00	(850.00)	666.67
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	11,355	52.00	9,116.18	0.00	2,238.82	80.28
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	13,545	202.00	10,866.18	0.00	2,678.82	80.22
12-ADMINISTRATION						
PERSONNEL SERVICES	276,617	12,540.69	98,482.60	0.00	178,134.40	35.60
CONTRACTS & PROF. SVCS	126,200	4,570.95	58,789.00	0.00	67,411.00	46.58
MAINTENANCE	101,590	5,853.81	45,676.09	2,241.14	53,672.77	47.17
UTILITIES	21,100	1,584.27	7,979.89	0.00	13,120.11	37.82
SUPPLIES	23,000	1,886.83	8,908.96	0.00	14,091.04	38.73
MISCELLANEOUS	45,750	2,212.59	11,556.30	0.00	34,193.70	25.26
CAPITAL EXPENDITURES	115,425	39,728.00	113,674.22	939.61	811.17	99.30
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	709,682	68,377.14	345,067.06	3,180.75	361,434.19	49.07
14-MUNICIPAL COURT						
PERSONNEL SERVICES	140,325	6,695.66	59,488.60	0.00	80,836.40	42.39
CONTRACTS & PROF. SVCS	25,150	1,250.00	7,569.30	0.00	17,580.70	30.10
MAINTENANCE	11,530	487.37	5,763.27	0.00	5,766.73	49.98
UTILITIES	1,200	41.84	473.56	0.00	726.44	39.46
SUPPLIES	8,500	891.96	3,152.79	0.00	5,347.21	37.09
MISCELLANEOUS	8,200	356.48	4,624.92	0.00	3,575.08	56.40
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 14-MUNICIPAL COURT	194,905	9,723.31	81,072.44	0.00	113,832.56	41.60
15-LIBRARY						
PERSONNEL SERVICES	124,405	6,406.06	50,094.32	0.00	74,310.68	40.27
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
MAINTENANCE	34,220	3,449.93	13,952.24	0.00	20,267.76	40.77
UTILITIES	9,750	616.17	3,971.79	0.00	5,778.21	40.74
SUPPLIES	3,700	988.77	1,948.01	0.00	1,751.99	52.65
MISCELLANEOUS	3,850	251.35	3,220.23	0.00	629.77	83.64

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
CAPITAL EXPENDITURES	15,000	388.20	3,233.76	1,024.89	10,741.35	28.39
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	190,925	12,100.48	76,420.35	1,024.89	113,479.76	40.56
16-CIVIC/CENTER						
UTILITIES	16,000	783.15	4,618.04	0.00	11,381.96	28.86
TOTAL 16-CIVIC/CENTER	16,000	783.15	4,618.04	0.00	11,381.96	28.86
21-POLICE DEPT.						
PERSONNEL SERVICES	796,112	38,152.41	310,406.75	0.00	485,705.25	38.99
CONTRACTS & PROF. SVCS	50,642	1,493.79	8,645.36	0.00	41,996.64	17.07
MISCELLANEOUS	1,000	0.00	4.15	0.00	995.85	0.42
MAINTENANCE	81,118	2,301.48	37,691.45	564.40	42,862.15	47.16
UTILITIES	40,500	3,289.36	15,742.11	0.00	24,757.89	38.87
SUPPLIES	46,600	6,306.87	17,572.28	434.00	28,593.72	38.64
MISCELLANEOUS	27,000	737.97	15,430.31	0.00	11,569.69	57.15
CAPITAL EXPENDITURES	41,523	76,940.00	120,683.46	15,851.75	95,012.30	328.82
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	1,084,495	129,221.88	526,175.87	16,850.15	541,468.89	50.07
22-FIRE DEPT.						
PERSONNEL SERVICES	181,692	7,851.29	82,285.90	0.00	99,406.10	45.29
CONTRACTS & PROF. SVCS	42,639	0.00	10,364.68	0.00	32,274.32	24.31
MISCELLANEOUS	500	0.00	0.00	0.00	500.00	0.00
MAINTENANCE	28,980	1,412.86	9,564.11	1,064.52	18,351.37	36.68
UTILITIES	1,500	113.97	983.82	0.00	516.18	65.59
SUPPLIES	32,129	782.57	4,577.35	1,330.00	26,221.74	18.39
MISCELLANEOUS	12,000	0.00	9,154.50	0.00	2,845.50	76.29
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	299,440	10,160.69	116,930.36	2,394.52	180,115.21	39.85
34-STREET SYSTEM						
PERSONNEL SERVICES	210,852	4,581.03	43,886.03	0.00	166,965.97	20.81
CONTRACTS & PROF. SVCS	7,800	0.00	1,759.50	0.00	6,040.50	22.56
MISCELLANEOUS	112,942	1,249.65	45,751.21	1,002.00	66,188.79	41.40
MAINTENANCE	6,500	71.98	544.30	0.00	5,955.70	8.37
UTILITIES	8,950	417.44	2,926.08	0.00	6,023.92	32.69
SUPPLIES	11,000	558.58	2,642.11	0.00	8,357.89	24.02
MISCELLANEOUS	1,500	0.00	388.80	0.00	1,111.20	25.92
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	359,544	6,878.68	97,898.03	1,002.00	260,643.97	27.51
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	44,875	3,407.35	54,295.75	0.00	9,420.75	120.99
CONTRACTS & PROF. SVCS	13,500	0.00	2,130.00	0.00	11,370.00	15.78
MISCELLANEOUS	45,500	602.63	21,397.70	1.00	24,101.30	47.03
MAINTENANCE	62,000	0.00	2,201.42	0.00	59,798.58	3.55
UTILITIES	21,940	1,616.02	8,423.69	0.00	13,516.31	38.39
SUPPLIES	500	0.00	0.00	0.00	500.00	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	250	0.00	0.00	0.00	250.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	188,565	5,626.00	88,448.56	1.00	100,115.44	46.91
39-PARKS						
PERSONNEL SERVICES	40,625	1,111.17	12,462.27	0.00	28,162.73	30.68
CONTRACTS & PROF. SVCS	81,750	2,668.75	15,647.63	0.00	66,102.37	19.14
MISCELLANEOUS	20,000	0.00	13,531.19	0.00	6,468.81	67.66
MAINTENANCE	16,500	1,051.50	3,818.75	0.00	12,681.25	23.14
UTILITIES	82,100	2,741.75	13,884.92	0.00	68,215.08	16.91
SUPPLIES	7,500	0.00	993.44	0.00	6,506.56	13.25
MISCELLANEOUS	500	0.00	0.00	0.00	500.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 39-PARKS	248,975	7,573.17	60,338.20	0.00	188,636.80	24.23
71-DEBT SERVICE						
DEBT SERVICE	163,606	34,315.01	103,194.79	0.00	60,411.21	63.08
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	163,606	34,315.01	103,194.79	0.00	60,411.21	63.08
TOTAL EXPENDITURES	3,469,682	284,961.51	1,511,029.88	24,453.31	1,934,198.81	44.25
REVENUE OVER/(UNDER) EXPENDITURES	(96,452)	79,735.51	293,729.14	(24,453.31)	365,727.83	279.18-

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

100-GENERAL FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	715,870	156,287.87	675,092.09	0.00	40,777.91	94.30
100.00.5712.000 CC CONV FEE COURT	0	0.00	0.00	0.00	0.00	0.00
100.00.5713.000 DEL. TAX, PEN. & INT.	12,400	2,929.32	8,935.67	0.00	3,464.33	72.06
100.00.5714.000 CC CONV FEE UTILITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5715.000 TIRZ	0	0.00	0.00	0.00	0.00	0.00
100.00.5721.000 SALES TAX	458,600	58,207.84	249,316.04	0.00	209,283.96	54.36
100.00.5722.000 BEVERAGE TAX	2,600	0.00	1,399.57	0.00	1,200.43	53.83
100.00.5730.000 FRANCHISE FEES - GARBAGE	38,442	1,613.48	8,179.72	0.00	30,262.28	21.28
100.00.5731.000 FRANCHISE FEES - GAS	34,000	0.00	28,267.49	0.00	5,732.51	83.14
100.00.5732.000 SKYBEAM	58,320	4,860.00	24,300.00	0.00	34,020.00	41.67
100.00.5733.000 ELEC. FUND FRANCHISE FEE	6,500	1,451.69	6,505.70	0.00	(5.70)	100.09
100.00.5734.000 FRANCHISE FEES - TELE.	4,500	702.96	4,958.43	0.00	458.43	110.19
100.00.5735.000 FRANCHISE FEES - CABLE	13,000	0.00	0.00	0.00	13,000.00	0.00
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	35,000	1,180.11	10,131.63	0.00	24,868.37	28.95
100.00.5742.000 PLANNING & ZONING FEES	2,000	0.00	0.00	0.00	2,000.00	0.00
100.00.5743.000 FEES	100	0.00	15.00	0.00	85.00	15.00
100.00.5744.000 PENALTIES	150,000	12,338.42	57,050.16	0.00	92,949.84	38.03
100.00.5745.000 CNTY FIRE RUNS	111,427	0.00	53,143.96	0.00	58,283.04	47.69
100.00.5746.000 ONION SHED RENTAL	1,000	100.00	300.00	0.00	700.00	30.00
100.00.5747.000 COUNTY LIBRARY FUND	15,960	0.00	0.00	0.00	15,960.00	0.00
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5749.000 MUN. CT. BLDG. SECURITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5750.000 MAIN STREET EVENTS	0	0.00	0.00	0.00	0.00	0.00
100.00.5751.000 MUN. CT. TECHNOLOGY FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5754.000 GRANT PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5758.000 T-MOBILE LEASE	16,747	1,395.64	6,978.20	0.00	9,768.80	41.67
100.00.5759.000 GAMING MACHINE LICENSE	0	0.00	600.00	0.00	600.00	0.00
100.00.5760.000 SRO SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5762.000 INTEREST EARNED	1,050	475.97	2,025.04	0.00	975.04	192.86
100.00.5763.000 FEDC 4A STAFF SUPPORT	600	0.00	0.00	0.00	600.00	0.00
100.00.5764.000 FCDC IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00
100.00.5765.000 RENT E. TX. MED CTR.	12,000	1,000.00	5,000.00	0.00	7,000.00	41.67
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5768.000 S W BELL LEASE	7,200	1,407.96	2,758.79	0.00	4,441.21	38.32
100.00.5769.000 OTHER INCOME	25,000	2,548.27	4,390.58	0.00	20,609.42	17.56
100.00.5770.000 C.C. CHILD SAFETY	0	0.00	0.00	0.00	0.00	0.00
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	0.00	61.00	0.00	61.00	0.00
100.00.5773.000 REVENUE RESCUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5774.000 ALARM FEE	700	0.00	0.00	0.00	700.00	0.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	0.00	0.00	0.00	0.00
100.00.5776.000 LIBRARY GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5790.000 COURT BOY CORRECTION	0	0.00	0.00	0.00	0.00	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

100-GENERAL FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5791.000 4B SUPPORT REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.83	8,629.15	0.00	12,080.85	41.67
100.00.5793.000 RENT RECEIVED	3,600	300.00	1,500.00	0.00	2,100.00	41.67
100.00.5794.000 CIVIC RENT	5,500	425.00	2,687.50	0.00	2,812.50	48.86
100.00.5795.000 4B SALARY	63,793	0.00	63,800.00	0.00	7.00)	100.01
100.00.5796.000 KCS RAILWAY MOWING	0	0.00	0.00	0.00	0.00	0.00
100.00.5797.000 MARKETING	0	0.00	0.00	0.00	0.00	0.00
100.00.5798.000 STEP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,388,960	115,746.66	578,733.30	0.00	810,226.70	41.67
100.00.5992.000 SALE OF FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	167,651	0.00	0.00	0.00	167,651.00	0.00
100.00.5998.000 TRANS.IN- GEN.FND.SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.000 TRANS.IN-PARK IMP.SURPLU	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	3,373,230	364,697.02	1,804,759.02	0.00	1,568,470.98	53.50

TOTAL REVENUE

3,373,230	364,697.02	1,804,759.02	0.00	1,568,470.98	53.50
-----------	------------	--------------	------	--------------	-------

Water Revenue Comparison Chart

■ 2015/2016 Actual ■ 2016/2017 Y-T-D ■ 2016-2017 Budget

1,400,000

1,200,000

1,000,000

800,000

600,000

400,000

200,000

Oct

Nov

Dec

Jan

Feb

Mar

Apr

May

Jun

Jul

Aug

Sep

109,414

100,933

10,844

0

200,941

200,941

200,941

200,941

200,941

200,941

200,941

200,941

200,941

200,941

200,941

200,941

200,941

200,941

200,941

200,941

288,280

288,280

288,280

288,280

288,280

288,280

288,280

288,280

288,280

288,280

288,280

288,280

288,280

288,280

288,280

288,280

379,865

379,865

379,865

379,865

379,865

379,865

379,865

379,865

379,865

379,865

379,865

379,865

379,865

379,865

379,865

379,865

460,641

460,641

460,641

460,641

460,641

460,641

460,641

460,641

460,641

460,641

460,641

460,641

460,641

460,641

460,641

460,641

551,561

551,561

551,561

551,561

551,561

551,561

551,561

551,561

551,561

551,561

551,561

551,561

551,561

551,561

551,561

551,561

951,145

951,145

951,145

951,145

951,145

951,145

951,145

951,145

951,145

951,145

951,145

951,145

951,145

951,145

951,145

951,145

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

1,000,000

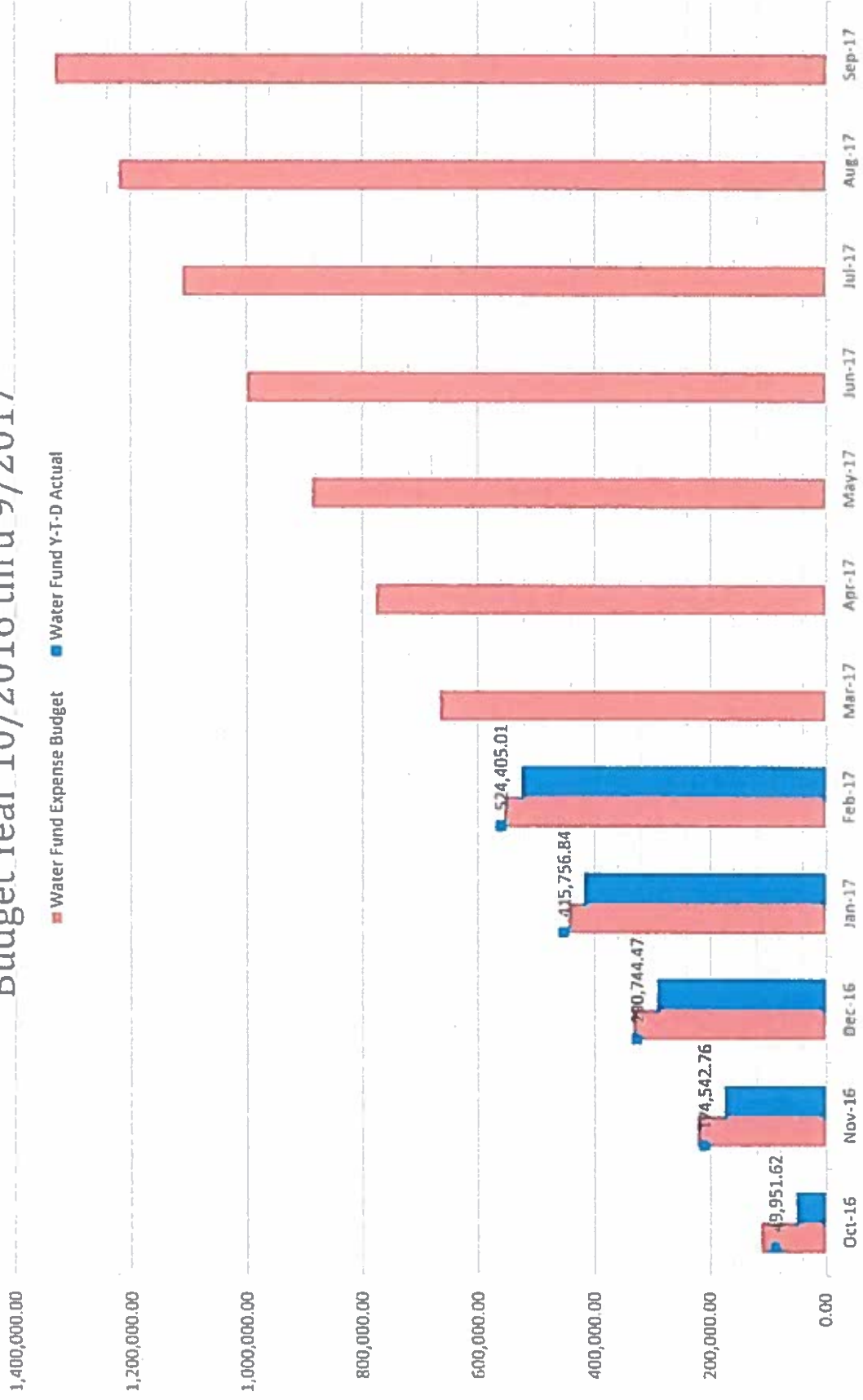
1,000,000

1,000,000

1,000,000

1,000,000

Water Fund Expense Budget Year 10/2016 thru 9/2017



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

700-WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,182,736	80,776.45	460,641.78	0.00	722,094.22	38.95
TOTAL REVENUES	1,182,736	80,776.45	460,641.78	0.00	722,094.22	38.95
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION						
PERSONNEL SERVICES	68,711	5,370.30	31,068.22	0.00	37,642.78	45.22
CONTRACTS & PROF. SVCS	23,700	0.00	0.00	0.00	700.00	0.00
MAINTENANCE	23,197	2,333.48	17,354.59	0.00	5,842.41	74.81
UTILITIES	6,350	550.16	2,123.14	0.00	4,226.86	33.44
SUPPLIES	1,000	116.00	1,028.49	0.00	28.49	102.85
MISCELLANEOUS	10,500	2,423.68	5,414.24	0.00	5,085.76	51.56
TOTAL 12-ADMINISTRATION	110,458	10,793.62	56,988.68	0.00	53,469.32	51.59
52-STORM WATER SYSTEM						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	4,500.00	0.00	4,500.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	0	0.00	4,500.00	0.00	4,500.00	0.00
35-WATER DEPT.						
PERSONNEL SERVICES	136,590	15,935.85	96,548.04	0.00	40,041.96	70.68
CONTRACTS & PROF. SVCS	73,655	7,613.63	21,603.28	4,996.00	47,055.72	36.11
MISCELLANEOUS	122,000	1,815.89	36,917.24	3.00	85,079.76	30.26
MAINTENANCE	5,500	36.48	345.07	0.00	5,154.93	6.27
UTILITIES	26,550	2,406.22	12,357.89	0.00	14,192.11	46.55
SUPPLIES	720,852	59,690.58	243,115.11	0.00	477,736.89	33.73
MISCELLANEOUS	14,000	199.74	1,248.90	0.00	12,751.10	8.92
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	121,874	10,156.16	50,780.80	0.00	71,093.20	41.67
TOTAL 35-WATER DEPT.	1,221,021	97,854.55	462,916.33	4,999.00	753,105.67	38.32
TOTAL EXPENDITURES	1,331,479	108,648.17	524,405.01	4,999.00	802,074.99	39.76
REVENUE OVER/(UNDER) EXPENDITURES	(148,743)	(27,871.72)	(63,763.23)	(4,999.00)	(79,980.77)	(46.23)

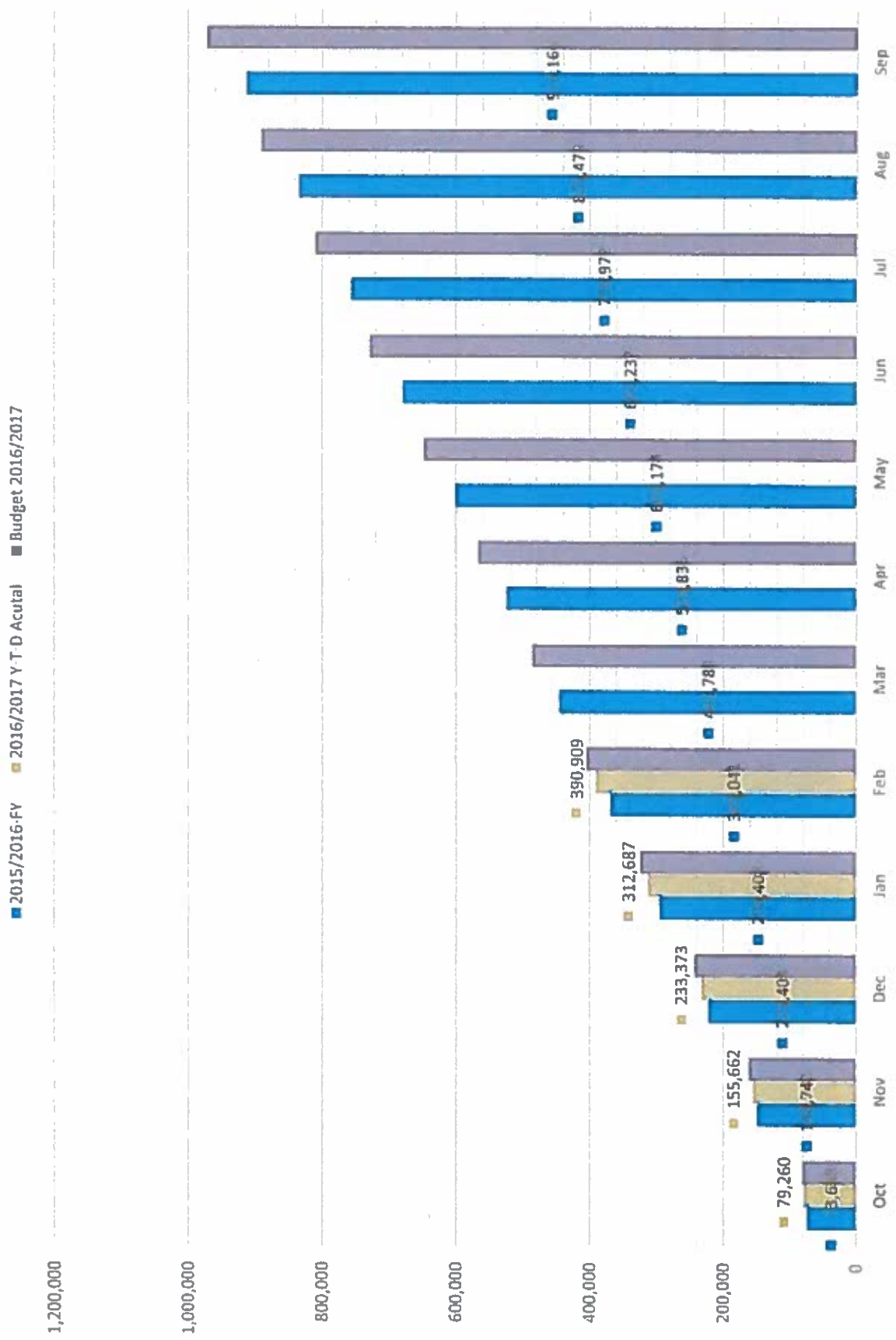
CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

700-WATER FUND

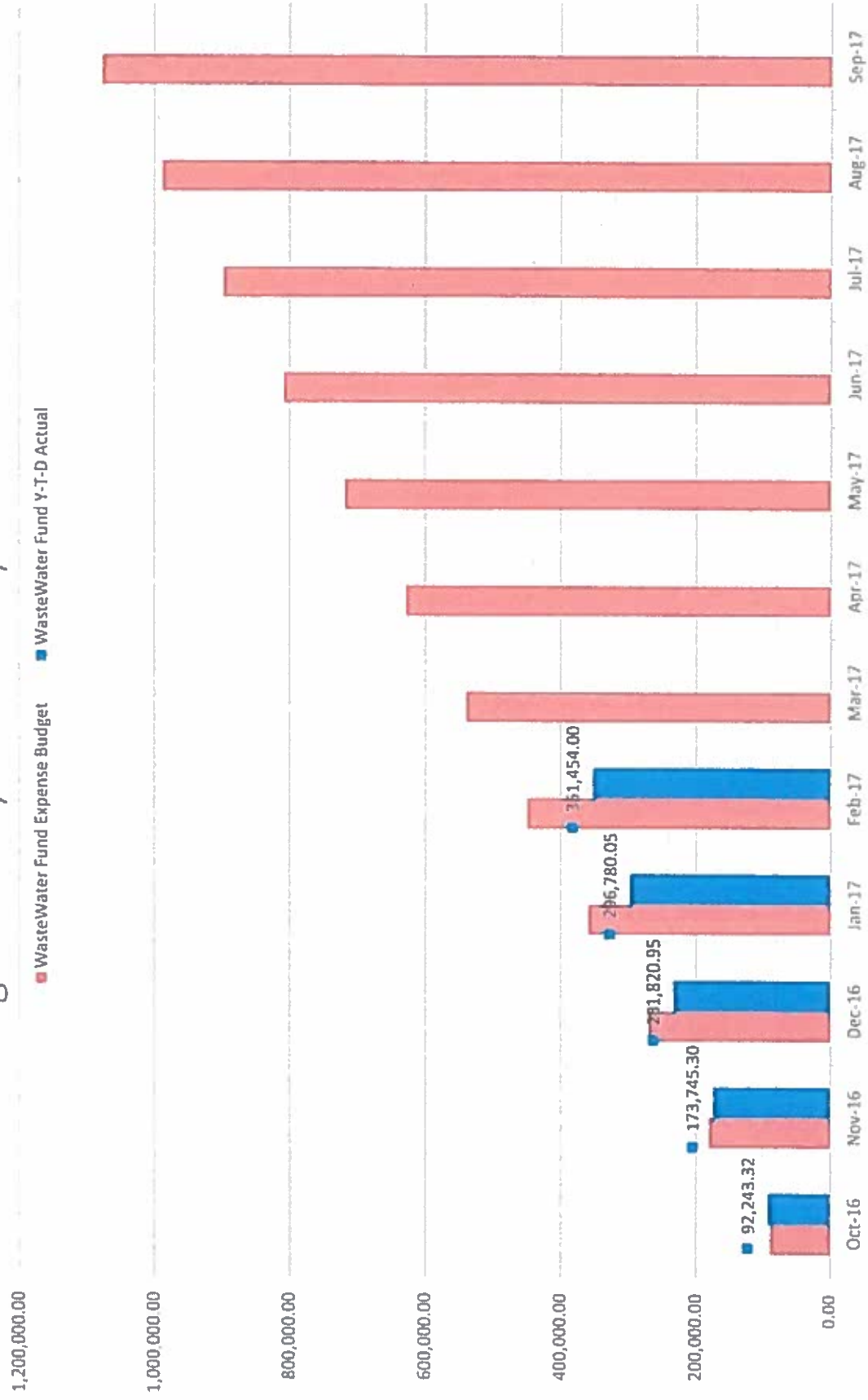
% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	3,500	390.00	2,078.99	0.00	1,421.01	59.40
700.00.5744.000 PENALTIES	15,000	1,257.63	6,658.07	0.00	8,341.93	44.39
700.00.5745.000 AGREEMENTS AND CONTRACTS	129,000	11,985.07	69,240.80	0.00	59,759.20	53.68
700.00.5746.000 IMPACT FEE	4,055	0.00	0.00	0.00	4,055.00	0.00
700.00.5751.000 CITY WATER SALES	1,028,481	66,833.93	380,065.46	0.00	648,415.54	36.95
700.00.5753.000 WATER TAP FEES	1,200	0.00	1,200.00	0.00	0.00	100.00
700.00.5762.000 INTEREST EARNED	1,500	309.82	1,398.46	0.00	101.54	93.23
700.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5769.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5993.000 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,182,736	80,776.45	460,641.78	0.00	722,094.22	38.95
TOTAL REVENUE	1,182,736	80,776.45	460,641.78	0.00	722,094.22	38.95

City Sewer Sales Comparison Chart



Wastewater Fund Expense Budget Year 10/2016 thru 9/2017



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

<u>REVENUE SUMMARY</u>						
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE	992,161	79,769.56	399,148.76	0.00	593,012.24	40.23
TOTAL REVENUES	992,161	79,769.56	399,148.76	0.00	593,012.24	40.23
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	69,091	754.76	9,307.37	0.00	59,783.63	13.47
TOTAL 12-ADMINISTRATION	69,091	754.76	9,307.37	0.00	59,783.63	13.47
36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	114,325	2,308.14	41,978.52	0.00	72,346.48	36.72
CONTRACTS & PROF. SVCS	14,640	2,946.61	9,883.95	0.00	4,756.05	67.51
MISCELLANEOUS	64,000	2,555.72	7,766.16	2.00	56,231.84	12.14
MAINTENANCE	408,450	28,579.32	170,638.61	5,844.27	231,967.12	43.21
UTILITIES	13,375	1,017.26	4,450.38	0.00	8,924.62	33.27
SUPPLIES	5,500	558.58	2,068.21	0.00	3,431.79	37.60
MISCELLANEOUS	5,000	0.00	35.80	0.00	4,964.20	0.72
DEBT SERVICE	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	130,000	0.00	0.00	0.00	130,000.00	0.00
TRANSFERS	252,780	21,065.00	105,325.00	0.00	147,455.00	41.67
TOTAL 36-WASTEWATER SYSTEM	1,008,070	53,919.19	342,146.63	5,846.27	660,077.10	34.52
TOTAL EXPENDITURES	1,077,161	54,673.95	351,454.00	5,846.27	719,860.73	33.17
REVENUE OVER/(UNDER) EXPENDITURES	(85,000)	25,095.61	47,694.76 (5,846.27) (126,848.49)	49.23-

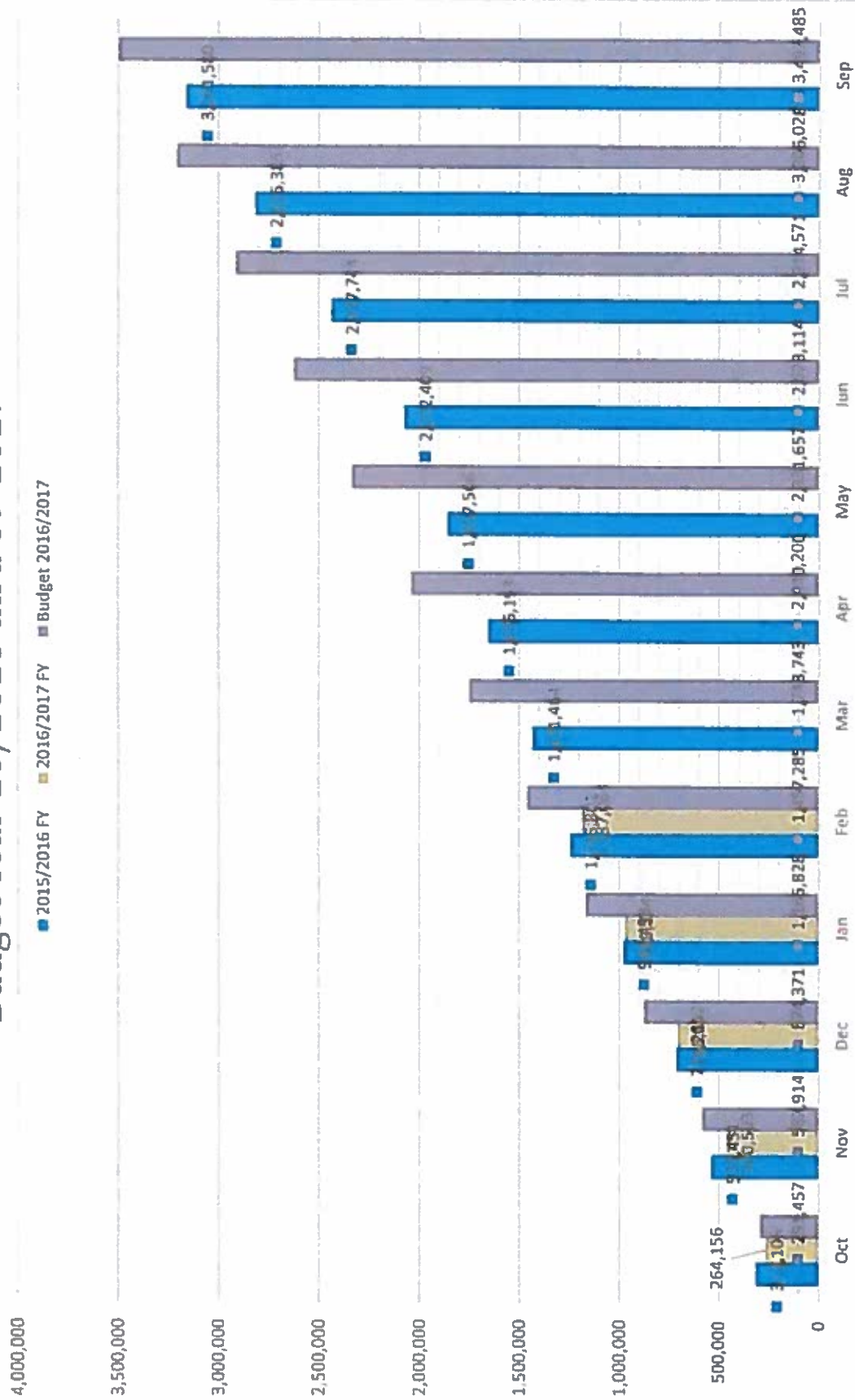
CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

705-WASTEWATER

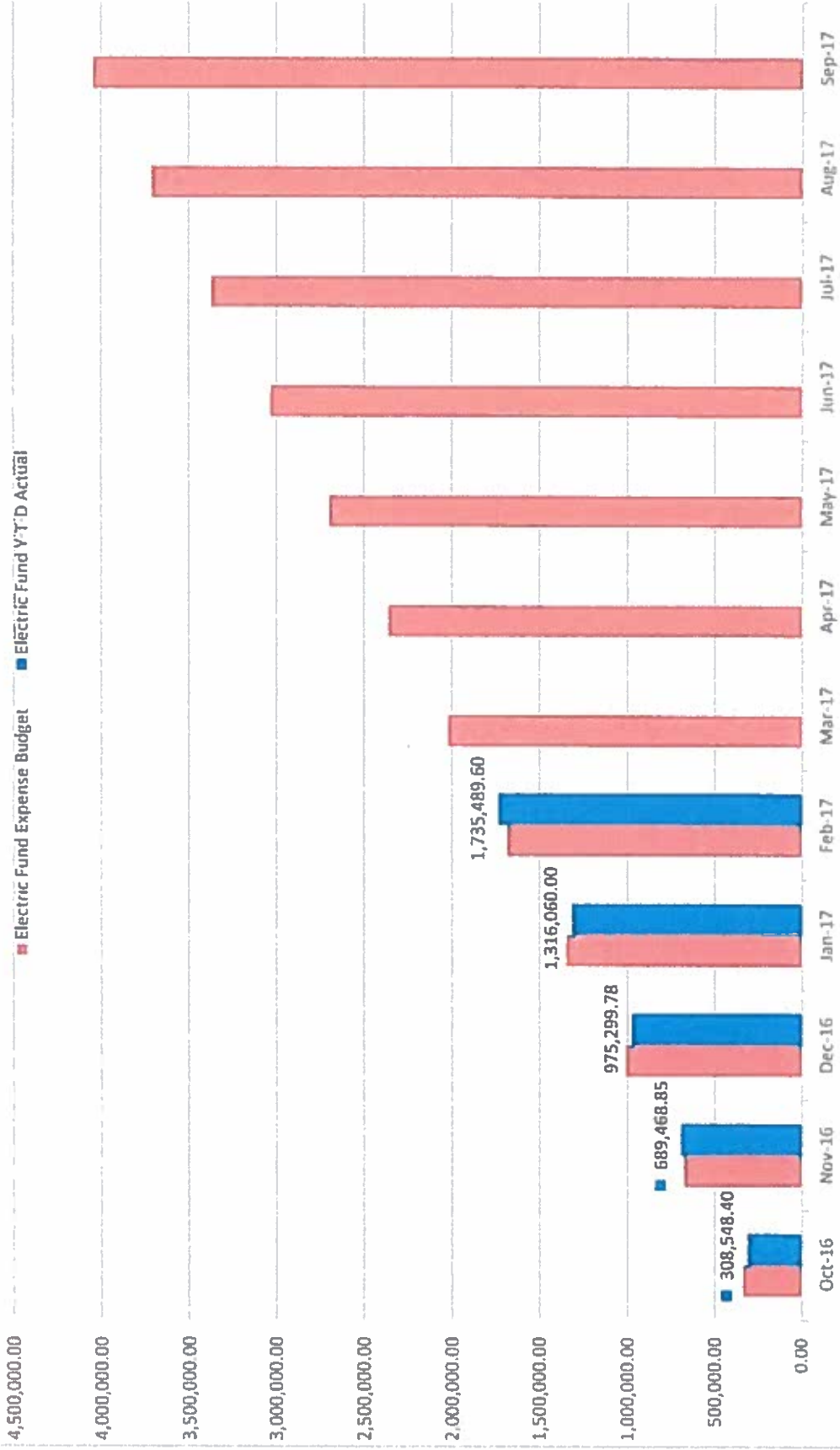
% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	972,970	78,222.40	390,910.51	0.00	582,059.49	40.18
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	16,941	1,222.76	5,581.67	0.00	11,359.33	32.95
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	0	0.00	0.00	0.00	0.00	0.00
705.00.5753.000 SEWER TAP FEE	1,050	0.00	1,200.00	0.00	150.00	114.29
705.00.5762.000 INTEREST EARNED	1,200	324.40	1,456.58	0.00	256.58	121.38
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5768.000 SEWER BACKUP SERVICES	0	0.00	0.00	0.00	0.00	0.00
705.00.5995.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	992,161	79,769.56	399,148.76	0.00	593,012.24	40.23
TOTAL REVENUE	992,161	79,769.56	399,148.76	0.00	593,012.24	40.23

City Electric Sales Comparison Budget Year 10/2016 thru 09-2017



Electric Fund Expense Budget Year 10/2016 thru 9/2017



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

715-ELECTRIC FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	4,047,985	263,281.36	1,407,566.27	0.00	2,640,418.73	34.77
TOTAL REVENUES	4,047,985	263,281.36	1,407,566.27	0.00	2,640,418.73	34.77
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	46,561	2,351.30	23,448.18	0.00	23,112.82	50.36
TOTAL 12-ADMINISTRATION	46,561	2,351.30	23,448.18	0.00	23,112.82	50.36
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	446,058	20,824.57	178,907.60	0.00	267,150.40	40.11
CONTRACTS & PROF. SVCS	69,600	827.25	37,910.70	0.00	31,689.30	54.47
MISCELLANEOUS	181,144	22,681.77	66,553.60	5,513.64	109,076.76	39.78
MAINTENANCE	19,739	923.97	5,829.47	0.00	13,909.53	29.53
UTILITIES	13,750	790.12	4,415.26	0.00	9,334.74	32.11
SUPPLIES	2,034,382	162,849.28	803,948.70	0.00	1,230,433.30	39.52
MISCELLANEOUS	17,600	676.76	5,950.51	0.00	11,649.49	33.81
DEBT SERVICE	129,945	127,816.00	128,266.00	0.00	1,679.00	98.71
CAPITAL EXPENDITURES	150,000	1,421.42	88,923.78	0.00	32,732.72	78.18
TRANSFERS	939,206	78,267.16	391,335.80	0.00	547,870.20	41.67
TOTAL 37-ELECTRIC DEPT.	4,001,424	417,078.30	1,712,041.42	33,857.14	2,255,525.44	43.63
TOTAL EXPENDITURES	4,047,985	419,429.60	1,735,489.60	33,857.14	2,278,638.26	43.71
REVENUE OVER/(UNDER) EXPENDITURES	0	(156,148.24) (327,923.33) (33,857.14)	361,780.47	0.00

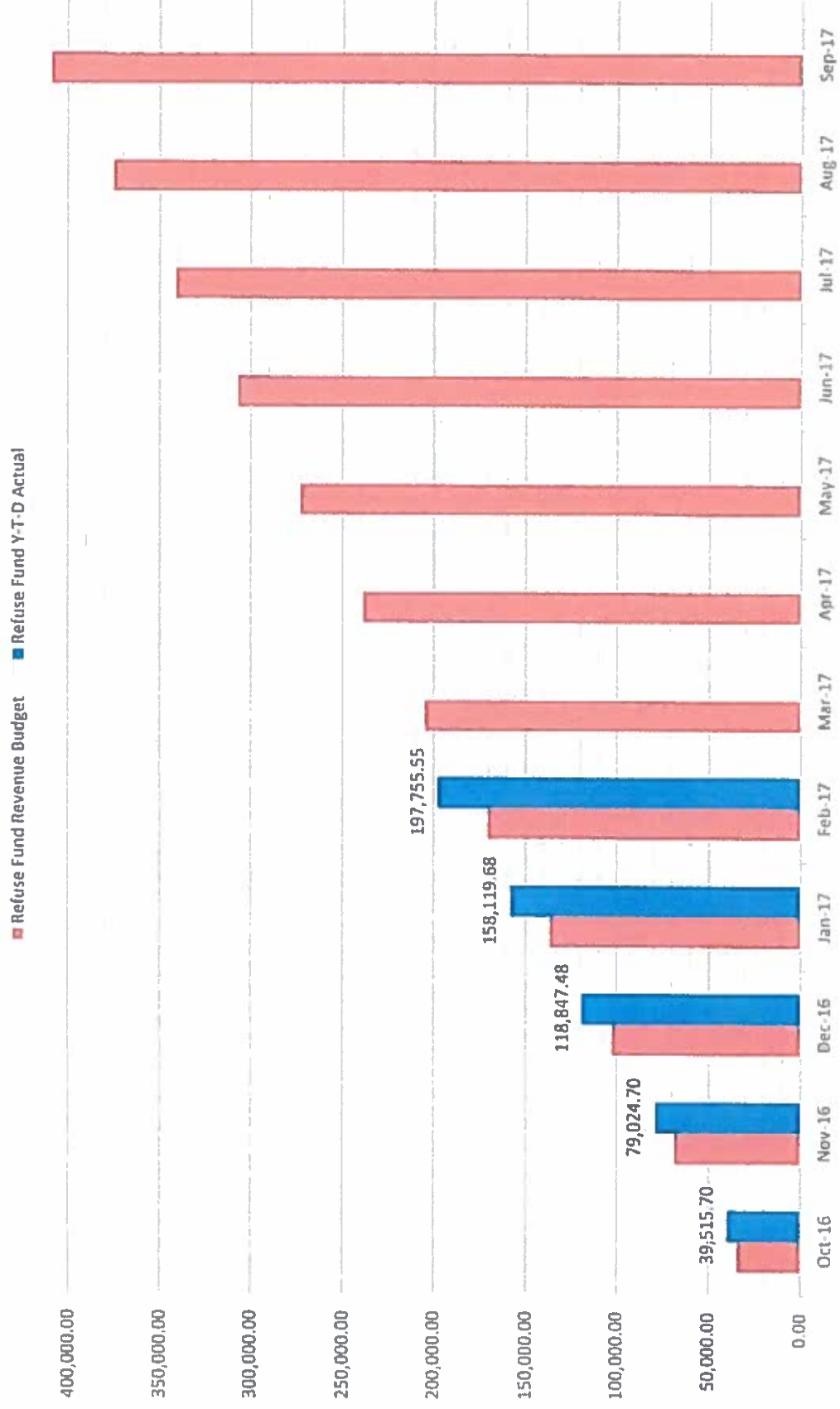
CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

715-ELECTRIC FUND

% OF YEAR COMPLETED: 41.67

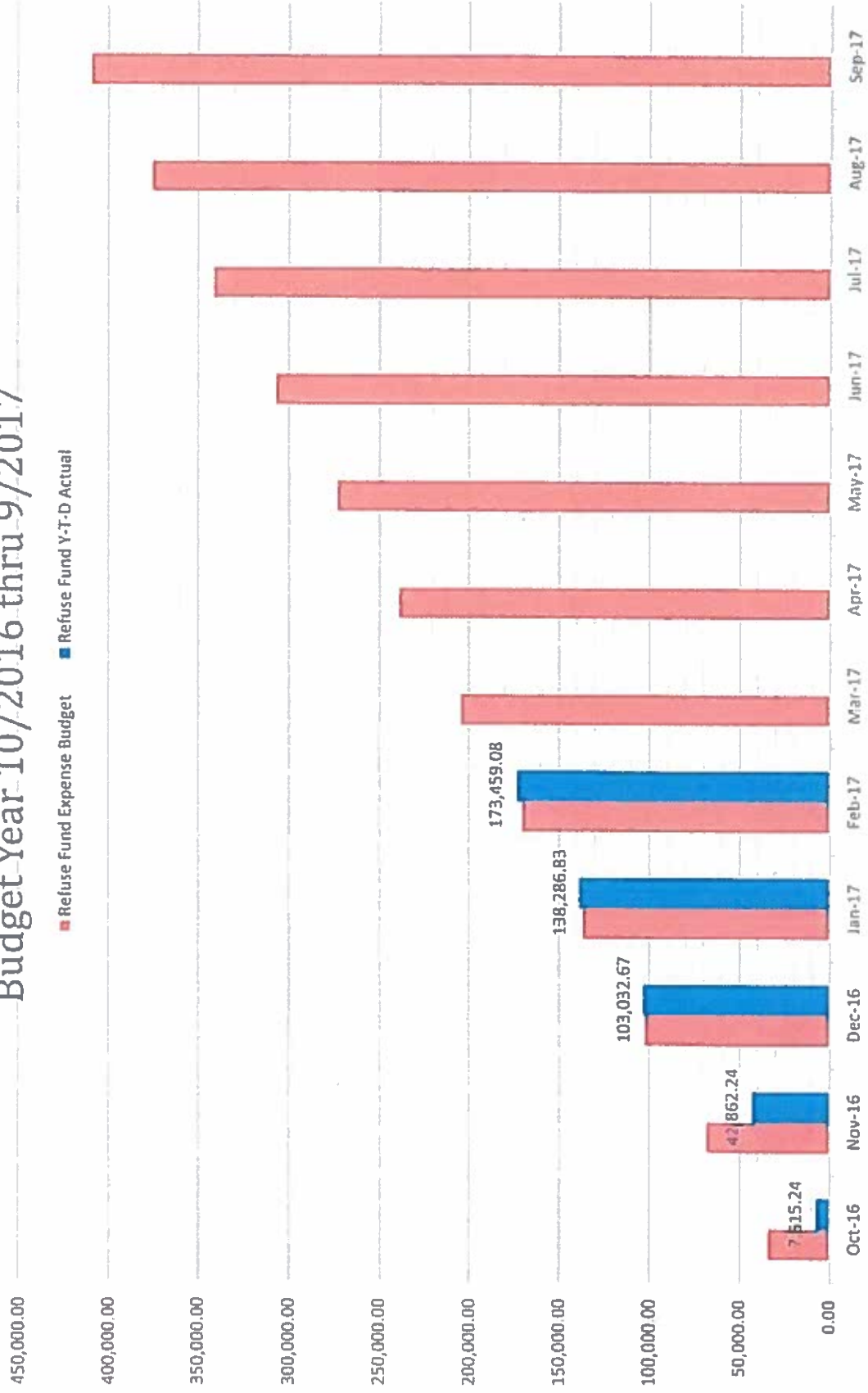
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	7,000	447.50	2,577.50	0.00	4,422.50	36.82
715.00.5744.000 PENALTIES	51,000	3,807.85	19,543.43	0.00	31,456.57	38.32
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
715.00.5751.000 ELECTRICITY SALES	3,497,485	217,919.87	1,187,065.36	0.00	2,310,419.64	33.94
715.00.5755.000 SURCHARGE	150,000	9,332.58	51,785.38	0.00	98,214.62	34.52
715.00.5757.000 PCA (POWER COST ADJ)	341,000	31,562.10	145,644.98	0.00	195,355.02	42.71
715.00.5762.000 INTEREST	1,500	211.46	949.62	0.00	550.38	63.31
715.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
715.00.5799.000 4A SUPPORT	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	0	0.00	0.00	0.00	0.00	0.00
715.00.5998.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	4,047,985	263,281.36	1,407,566.27	0.00	2,640,418.73	34.77
TOTAL REVENUE	4,047,985	263,281.36	1,407,566.27	0.00	2,640,418.73	34.77

Refuse Fund Revenue Progress Budget Year 10/2016 thru 9/2017



Refuse Fund Expense Budget Year 10/2016 thru 9/2017

■ Refuse Fund Expense Budget ■ Refuse Fund Y-T-D Actual



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	409,160	39,635.87	197,755.96	0.00	211,404.04	48.33
TOTAL REVENUES	409,160	39,635.87	197,755.96	0.00	211,404.04	48.33
<u>EXPENDITURE SUMMARY</u>						
32-REFUSE DEPT.						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	331,660	28,713.92	141,167.58	0.00	190,492.42	42.56
MISCELLANEOUS	75,100	6,258.33	31,291.65	0.00	43,808.35	41.67
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	1,000.00	0.00	1,400.00	41.67
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.	409,160	35,172.25	173,459.23	0.00	235,700.77	42.39
35-WATER DEPT.						
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	409,160	35,172.25	173,459.23	0.00	235,700.77	42.39
REVENUE OVER/(UNDER) EXPENDITURES	0	4,463.62	24,296.73	0.00 (24,296.73)	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 28TH, 2017

720-REFUSE FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	7,500	466.90	2,327.63	0.00	5,172.37	31.04
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
720.00.5751.000 RESIDENTIAL TRASH COLL	157,120	16,106.43	80,401.21	0.00	76,718.79	51.17
720.00.5752.000 COMMERCIAL TRASH COLLECT	177,820	15,822.63	78,470.50	0.00	99,349.50	44.13
720.00.5755.000 RECYCLE	66,480	6,714.41	33,896.62	0.00	32,583.38	50.99
720.00.5755.001 RECYCLE FRANCHISE FEE	0	525.50	2,660.00	0.00	2,660.00	0.00
720.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
720.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5768.000 BRUSH AND CHIPPING AND P	240	0.00	0.00	0.00	240.00	0.00
720.00.5770.000 HHW	0	0.00	0.00	0.00	0.00	0.00
720.00.5995.000 TRANSFER IN RES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	409,160	39,635.87	197,755.96	0.00	211,404.04	48.33
TOTAL REVENUE	409,160	39,635.87	197,755.96	0.00	211,404.04	48.33

Agenda Section	Regular Agenda
Section Number	VI.D
Subject	Consider, discuss and act on a Revocable License Agreement for the Shea Property located at 305 Haughton.
To	Mayor and Council Members
From	Ben White, City Manager
Date	March 28, 2017
Attachment(s)	Revocable License Agreement
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

After recording, return to:

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

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), is made as of the 28th day of March, 2017, by and between the **CITY OF FARMERSVILLE, TEXAS** (the "City") and **ROBERT E. SHEA and TERESA L. SHEA** (collectively "Applicant") witnesseth that:

WHEREAS, Applicant is the owner of certain real property situated in Farmersville, Collin County, Texas, Ashton Subdivision, Block 3, Lot 12b that is more commonly known as 305 Haughton Street (hereinafter called the "Shea Property") as recorded in 20160811001051690 of the Deed Records of Collin County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated by reference herein;

WHEREAS, the City has easement rights of certain Water Easements and/or Drainage Easements abutting and upon over and across a portion of the Shea Property as recorded in 96-0024091 of the Deed Records of Collin County, Texas, (the "Easement Area");

WHEREAS, Applicant has requested permission to construct and install a residential home (the "Improvements") that encroaches into the Easement Area; and

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

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

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

1. **Installation and Maintenance of Improvements; Permitted Encroachment.** The City does hereby agree that, notwithstanding any contrary provision in any document granting or conveying the Easement to the City, Applicant may install and maintain at Applicant's sole cost and expense the Improvements in the Easement Area as specifically described and depicted in Exhibit "B." subject to the terms of Paragraph 2, below. In connection with the foregoing, the City specifically consents to the encroachment of the Improvements upon the Easement Area. In the event the City grants any rights in the Easement Area to third parties (provided the City is permitted to do so pursuant to the terms of the Easement), any such third parties shall enjoy the same rights and benefits to the Easement Area as enjoyed by the City hereunder.
2. **City Ordinances.** This Agreement is not intended to and it does not waive or grant a variance from any requirements of the City's Code of Ordinances that must be met for the Improvements to be constructed and installed in the Easement Area as specifically described and depicted in Exhibit "B." Applicant expressly acknowledges that by entering into this Agreement, Applicant, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits as waiving any of the requirements of the City's Zoning Ordinance or Subdivision Ordinance or any other ordinance of the City, as applicable. **Applicant shall strictly conform to all provisions of the City's Code of Ordinances and Applicant shall obtain all such permits and variances as may be required to place the Improvements at the location specified within the Easement Area BEFORE constructing and installing such Improvements.**
3. **Hold Harmless; Relocation.** Applicant agrees to hold the City harmless from and against (a) any financial responsibility for removing or relocating the Improvements, if the City determines, in its sole discretion, that the then-current location of the Improvements will unreasonably prevent the City's use and enjoyment of the Easement Area for the purposes contemplated therefor, and (b) any damage to the Improvements. In the event the City determines that the Improvements must be removed or relocated from the position described and depicted in Exhibit "B" to allow the City full use and enjoyment of the Easement Area for its intended purpose(s), the City agrees that, if requested by Applicant, the City will allow the Improvements to be relocated (at Applicant's sole cost and expense) within the Easement Area if reasonably practicable and to the extent only that such relocation strictly conforms with all provisions of the City's Code of Ordinances and Applicant obtains all such additional permits and variances as may be required to remove and relocate the Improvements in a location acceptable to and approved by the City Engineer.

In the absence of an emergency, the City will attempt to provide Applicant ten (10) days written notice of the need to remove the Improvements from the Easement Area. Applicant shall have thirty (30) days from the date such written notice to remove the Improvements from the Easement Area is provided to Applicant at the location and in the manner set out in Paragraph No. 5, below. However, in case of an emergency, which necessitates the immediate removal of the Improvements for access to such public improvements, the City shall have the right to remove the Improvements and any associated appurtenances thereto and shall not be responsible for any damages incurred to such Improvements and associated appurtenances.

4. **Indemnification.** Applicant hereby assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the City and its officers, agents, servants and employees from and against all claims, suits, judgments, demands, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, Applicant's use of the Easement Area that forms the basis of this License specifically including but not limited to the construction, maintenance, operation and use of the Improvements in the Easement Area. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
5. **Notices.** All notices or communications required or authorized hereunder shall be in writing and shall be deemed effective on the date the notice or communication is (i) delivered in person, (ii) sent by U.S. Postal Service, postage prepaid, as overnight mail or certified mail, return receipt requested, (iii) delivered by a nationally recognized delivery service for same-day or overnight delivery, or (iv) transmitted by facsimile (with proof of confirmed transmission) to the respective parties hereto as follows:

To Applicant: Robert E. Shea and Teresa L. Shea
 647 Roaming Road Dr.
 Allen, Texas 75002
 Attention: Robert and Teresa Shea

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

The City and Applicant will have the right from time to time to change their respective addresses upon written notice to the other party. Any such change in address will not take effect until actual receipt thereof by the other party; and shall not negate any previously delivered notice or communication.

6. **Binding Effect.** The benefits and burdens of this Agreement shall be exclusive to Applicant and shall benefit and bind Applicant and the City and their respective successors, successors-in-title, legal representatives and assigns as provided herein.
7. **Assignability.** Applicant may assign this Agreement to Applicant's successors-in-title to the entirety of the Property, only. Applicant and Applicant's assignee shall be jointly responsible for notifying City of any such assignment and providing to City updated information contained in Paragraph No. 5, above. Failure to so notify City will not relieve Applicant or Applicant's assignee of responsibility under this Agreement. Any other assignment of this Agreement shall require the City's prior written consent, and such consent shall not be unreasonably withheld, conditioned or delayed. It is specifically understood and agreed that any reference to "Applicant" in this Agreement shall mean and include the Applicant and Applicant's assignees and successors-in-interest.
8. **Waiver.** The failure of the City or Applicant to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.
9. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Texas. Venue shall be exclusive in Collin County, Texas.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

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

CITY OF FARMERSVILLE

By: _____
MIKE HURST
Mayor Pro Tem

Date Signed: _____

ATTEST:

SANDRA GREEN
City Secretary

APPLICANT(S):

By: _____
ROBERT E. SHEA

Date Signed: _____

By: _____
TERESA L. SHEA

Date Signed: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of March, 2017 by MIKE HURST, Mayor Pro Tem of the ***CITY OF FARMERSVILLE***, a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

[Signatures continued on following page.]

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of March, 2017, by ROBERT E. SHEA, 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 purposes and consideration set forth therein.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on this ____ day of March, 2017, by TERESA L. SHEA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration set forth therein.

Notary Public, State of Texas

EXHIBIT "A"

Property Description

BEING all that tract of land in the City of Farmersville, Collin County, Texas, out of the W.B. Williams Survey, A-952, and being all of that called 0.498 acres of land described in a deed to Willie Joe Wilson and Phyllis J. Wilson as recorded in Volume 1048, Page 355 of the Deed Records of Collin County, Texas, and being further described as follows:

BEGINNING at an "X" found on the West line of Haughton Street, at the Southeast corner of said 0.498 acres, and at the Northeast corner of that called 0.819 acres of land described in a deed to Bobby Earl Edge as recorded under CC# 97-0013759 of the Land Records of Collin County, Texas;

THENCE North 88 degrees 19 minutes 25 seconds West, 215.93 feet to a 5/8 inch steel rod set at the Southwest corner of said 0.498 acres, and at the Northwest corner of said 0.819 acres;

THENCE North 00 degrees 22 minutes 04 seconds West, 96.10 feet to an axle found at the Northwest corner of said 0.498 acres;

THENCE North 89 degrees 31 minutes 36 seconds East (Bearing Basis), 215.79 feet to a 5/8 inch steel rod set on the West line of said Haughton Street and at the Northeast corner of said 0.498 acres;

THENCE South 00 degrees 22 minutes 04 seconds East, 104.20 feet along the West line of said Haughton Street to the POINT OF BEGINNING, containing 0.496 acres of land.

EXHIBIT "B"

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

