



**TO:** Mayor and Councilmembers

**DATE:** April 26, 2011

**SUBJECT:** Consider, discuss and act upon license agreement for the welcome sign located at Brookshire's property along West Audie Murphy Parkway

License Agreement attached

**ACTION:** Approve or disapprove License Agreement

(IV - G)

## LICENSE AGREEMENT

This License Agreement ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011 (the "Effective Date") between **Brookshire Grocery Company**, a Texas corporation, whose address is 1600 WSW Loop 323, Tyler, Texas 75701 ("Licensor") and **The City of Farmersville, Texas**, whose address is 205 S. Main Street, Farmersville, Texas 75442 ("Licensee").

In consideration of the mutual covenants and conditions contained in this Agreement, Licensor and Licensee agree as follows:

1. Licensor grants Licensee a license to enter Licensor's land situated in the City of Farmersville, Collin County, Texas, on which Brookshire Food Store #79 (the "Store") is located, which land has a mailing address of 1705 West Audie Murphy Parkway, Farmersville, Texas 75442 for the sole purpose of the installation, construction, operation, maintenance, replacement, repair and removal of one (1) welcome sign (the "Sign") to be located parallel to the western property line of Licensor's land at the location shown on Exhibit A, attached hereto and made a part hereof, and labeled on said Exhibit A as the "Proposed Location".

2. Licensee will install, construct and maintain the Sign to generally conform to the design shown and depicted on Exhibit B, attached hereto and made a part hereof, and the Sign will be maintained so that it complies at all times with the size specifications provided in this paragraph. Generally, the Sign will be constructed of aluminum sign board material set in 36 inches of concrete below the surface of the land. The Sign will be 8 feet tall by 15 feet wide and will be installed so as the bottom of the Sign will be no more than 5 feet above grade level with the top of the Sign no more than 13 feet above grade level. It shall further be designed so that banners advertising specific city functions can be located from time to time over the bottom portion of the Sign that reads "Discover a Texas Treasure". The Sign will not be illuminated. Any change in the type, size or configuration of the Sign will require the written consent of Licensor. Further, the Sign will be constructed, installed, maintained, and removed by Licensee in compliance with any laws, ordinances or generally accepted construction codes governing structures such as the Sign.

3. Either Licensor or Licensee has the right to terminate this Agreement for any reason and at any time by providing the other party with no less than thirty (30) days prior written notice.

4. Licensee will install the Sign in a good and workmanlike manner using qualified and licensed professional personnel, and in compliance with any applicable governmental standards, including OSHA regulations. Licensee will conduct its activities in connection with the installation, construction, operation, maintenance, replacement, repair, and removal of the Sign at all times in a reasonably prudent manner designed to cause the least possible inconvenience to Licensor, its customers, employees, and invitees, and to avoid disruption of Licensor's business conducted at the Store. Licensee will not store materials or equipment used in the installation, construction, operation, maintenance, replacement, repair and removal of the Sign on Licensor's land except when work on the Sign is actually being conducted. Licensee

will notify Licensor in writing at least three (3) days before any work concerning the Sign as set out in this Agreement is commenced.

5. Licensee agrees to maintain the Sign in a safe, first class, and well-maintained condition. Licensor has the right, at its option, to perform any maintenance or to make any repairs to the Sign or to remove and dispose of the Sign, without liability to Licensee, if Licensee fails to perform any required maintenance or make any repairs within fifteen (15) days after Licensor gives Licensee written notice of the need for such maintenance or repairs. Licensee agrees, to the extent allowed by law and subject to the availability of funds for such purpose, to reimburse Licensor its reasonable cost of performing any maintenance, repairs or removal within thirty (30) days from the date Licensor makes written demand on Licensee for payment accompanied by reasonable documentation of the cost to be reimbursed.

6. Licensee agrees to remove the Sign and restore the Licensor's land as necessary to the condition that existed prior to the installation of the Sign within thirty (30) days after the termination of this Agreement. Licensor has the right, at its option, to remove and dispose of the Sign upon termination of this Agreement and to restore the land as necessary without liability to Licensee, if Licensee fails to do so within the thirty (30) day period following the termination date. Licensee agrees, to the extent allowed by law and subject to the availability of funds for such purpose, to reimburse Licensor its reasonable cost of performing any removal, disposal or restoration within thirty (30) days after Licensor makes written demand on Licensee for payment accompanied by reasonable documentation of the costs so incurred.

7. Licensor acknowledges that Licensee is the owner of the Sign. Licensor will not grant any security interests in the Sign nor will Licensor file any tax renditions with any tax agency or taxing authority asserting ownership of the Sign. Licensee is a governmental entity that is not subject to payment of any ad valorem taxes or other taxes on the Sign and Licensor will not therefore be liable to pay any such taxes on the Sign.

8. Licensor reserves the right for itself, its successors and assigns, to use any part of the area surrounding the Proposed Location for any purpose as long as such use does not interfere with the use of the Proposed Location by Licensee as the location for the Sign. Licensor may convey the Proposed Location to others so long as the conveyance is subject to this Agreement.

9. Licensee shall, to the extent allowed by law without creating a special fund therefore, defend, indemnify, and hold harmless Licensee against all claims, liabilities and costs, including reasonable attorney's fees, arising out of the installation, construction, operation, maintenance, replacement, repair, and removal of the Sign in the Proposed Location by Licensee, its employees or contractors. The indemnity established in this Agreement will not be enforced to the extent that a claim, liability, or cost is caused solely by the willful misconduct or negligence of Licensor. The indemnity obligation established in this Agreement is independent of, and not limited by any insurance obligations imposed on Licensee in this Agreement, and will survive the expiration or termination of this Agreement until all claims against Licensor are fully and finally barred by applicable law.

10. Licensee will, at its sole expense, maintain blanket contractual liability coverage for liability assumed in contracts, such as this Agreement, entered into in the course of City's normal business operations as provided, defined and limited in the Liability Coverage Document by and between City and Texas Municipal League - Intergovernmental Risk Pool ("TML-IRP"). The insurance (i) shall be written through the TML-IRP, which company has a Standard & Poor's financial strength rating of "A" with a stable outlook; (ii) shall provide coverage for





STATE OR TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, in his capacity as \_\_\_\_\_ of **Brookshire Grocery Company**, a Texas corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

STATE OR TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Joseph E. Helmberger, P.E., Mayor City Manager of the *City of Farmersville*, a Texas municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

PREPARED IN THE OFFICES OF:

*BROWN & HOFMEISTER, L.L.P.*  
740 E. Campbell Road, Suite 800  
Richardson, Texas 75081  
214/747-6100  
214/747-6111 Fax



**TO:** Mayor and Councilmembers

**DATE:** April 26, 2011

**SUBJECT:** Discuss regarding the resale of alcoholic beverages Stop-N-Buy, formerly known as McCloud's Food Store

**ACTION:** No action required

(IV - H)



**TO:** Mayor and Councilmembers

**DATE:** April 26, 2011

**SUBJECT:** Discussion and direction regarding Ordinance #89-8 regarding downtown parking

Ordinance #89-8 attached

**ACTION:** Discussion and direction from Council

(IV - I)

**CITY OF FARMERSVILLE  
ORDINANCE #89-8**

**AN ORDINANCE RESTRICTING PARKING WITHIN THE  
CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS;  
PROVIDING FOR EFFECTIVE DATE OF THIS ORDINANCE;  
PROVIDING FOR THE RUNNING OF THIS CAPTION IN A  
LOCAL NEWSPAPER.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE:**

**I.**

**DEFINITIONS**

The words, terms and phrases as used in this chapter are defined as follows:

City - any reference to "City" herein shall refer to the City of Farmersville, Collin County, Texas.

**II.**

It shall be unlawful and considered a violation of this Ordinance for any person, corporation, partnership, or any other entity to allow any vehicle owned by it to be parked or unattended in the following areas in the City for any period of time between the hours of 12:30 A. M. to 5:00 A.M. on any day:

- A. Anywhere along the 100 block or 200 block of McKinney Street;
- B. Anywhere along the 100 block of North Main Street or the 100 Block of South Main Street;
- C. Anywhere along the 100 block of North Washington Street or the 100 block of South Washington Street;
- D. Anywhere in the areas designated for public parking as follows:
  - 1. To the north side of the City square, behind the buildings on the North side, and directly East of the Fielder-Baker Funeral Home:

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2. To the South of the City Square, immediately behind and adjacent to the buildings on the South side of the square, and being the same area to the East of the First Baptist Church;
3. The area to the East of the City Square, behind the buildings on the East side of the square, which area may extend from the northernmost end, being the area behind the Farmersville Times building, all the way to the South of the buildings on the east side of the square, which southernmost building would be the old Tedford Chevrolet building, which is now currently occupied by Mitchell Vending.

III.

There shall be two exceptions to the provisions as specified above, and those two exceptions are as follows:

A. This Ordinance shall not apply to four parking spots immediately North of and adjacent to the Hurst Laundry which is located on the Southeast corner of the public parking area located on the South side of the public square.

B. Individuals may request the issuance of a parking permit which would allow that individual to park in the areas designated above during the prohibited hours. Should an individual desire such permit, he/she shall make application to the City for the issuance of such permit, and such permit may be issued by the City on an individual basis on a determination of the facts of necessity, on a situation by situation

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examination. The permits to be issued by the City shall be for the time specifications and limitations as deemed necessary by the City.

IV.

PENALTY

Any person, corporation, partnership, or other entity who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction in the Court of jurisdiction, shall be assessed a fine not to exceed \$200.00. Each and every day that the same violation shall continue shall constitute a separate and distinct offense.

V.

SEVERABILITY

If any provision of this ordinance or the application thereof to any person or circumstances is being held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.

VI.

EFFECTIVE DATE

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

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VII.


The caps of this ordinance shall be published in the local newspaper for one (1) week.

VIII.


PUBLIC MEETING

It is hereby found and determined that the meeting at which this ordinance was passed was open to the public, as required by Texas law, and that advance public notice of the time, place, and purpose of the said meeting was given.


PASSED AND APPROVED this 10th day of October 1989.

  
\_\_\_\_\_  
R. A. TEDFORD, MAYOR OF THE  
CITY OF FARMERSVILLE, TEXAS

ATTEST:

  
\_\_\_\_\_  
ANN BRIDGES, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JOE ASTON, III  
CITY ATTORNEY

### **Sec. 10.119.6 Parking Prohibited**

It shall be unlawful and considered a violation of this Article for any person, corporation, partnership, or any other entity to allow any vehicle owned by it to be parked or unattended in the following areas in the City for any period of time between the hours of 12:30 A. M. to 5:00 A.M. on any day:

- A. Anywhere along the 100 block or 200 block of McKinney Street;
- B. Anywhere along the 100 block of North Main Street or the 100 Block of South Main Street;
- C. Anywhere along the 100 block of North Washington Street or the 100 block of South Washington Street;
- D. Anywhere in the areas designated for public parking as follows:
  1. To the north side of the City square, behind the buildings on the North side, and directly East of the Fielder-Baker Funeral Home;
  2. To the South of the City Square, immediately behind and adjacent to the buildings on the South side of the square, and being the same area to the East of the First Baptist Church;
  3. The area to the East of the City Square, behind the buildings on the East side of the square, which area may extend from the northernmost end, being the area behind the Farmersville Times building, all the way to the South of the buildings on the east side of the square, which southernmost building would be the old Tedford Chevrolet building, which is now currently occupied by Mitchell Vending.
- E. There shall be two exceptions to the provisions as specified above, and those two exceptions are as follows:
  1. This Article shall not apply to four parking spots immediately North of and adjacent to the Hurst Laundry which is located on the Southeast corner of the public parking area located on the South side of the public square.
  2. Individuals may request the issuance of a parking permit which would allow that individual to park in the areas designated above during the prohibited hours. Should an individual desire such permit, he/she shall make application to the City for the issuance of such permit, and such permit may be issued by the City on an individual basis on a determination of the facts of necessity, on a situation by situation examination. The permits to be issued by the City shall be for the time specifications and limitations as deemed necessary by the City. (*Ord. No. 89-8; Adopted 10-10-89*)

**Sec. 10.119.7 Establishing A "No Parking" Zone On South Washington Street**

It shall be unlawful and considered a violation of this Article for any person, corporation, partnership, or any other entity to park or allow any vehicle owned by it to be parked or left unattended on the east side of the 100 block of South Washington Street between the southwest corner of the City Parking Lot and the Railroad Right of Way. *(Ord. No. 94-3; Adopted 3-10-94)*

**Sec. 10.119.8 Establishing A "No Parking Zone" In The 400 And 500 Blocks Of South Main Street**

It shall be unlawful and considered in violation of this Article for any person, corporation, partnership, or any other entity to allow any vehicle owned or operated by it to be parked or left unattended on either side of the 400 and 500 blocks of South Main Street between Summit Street and the Highway 380 overpass. *(Ord. No. 98-07; Adopted 3-10-98)*

**Sec. 10.119.9 Restricting Parking Within City Of Farmersville**

It shall be unlawful and considered a violation of this Article for any person, corporation, partnership, or any other entity to park or allow any vehicle owned by it to be parked or left unattended in the following areas in the City for any period of time between the hours of 8:00 AM to 5:00 PM on Monday through Friday.

- A. Anywhere along the 400 block of North Washington Street on the East side of the street.
- B. Anywhere along the 400 block of North Windom Street on the West side of the street.
- C. Anywhere along the 200 block of Pendleton Street on the South side of the street. *(Ord. No. 92-5 Adopted 3-24-92)*

**Sec. 10.119.10 Establishing A "No Parking" Zone In the 100 Block of Pendleton Street**

It shall be unlawful and considered a violation of this Article for any person, corporation, partnership, or any other entity to allow any vehicle owned by it to be parked or left unattended on the east side of the 100 block of Pendleton Street between North Main Street and North Washington Street. *(Ord. No. 96-31; Adopted 10-22-96)*

**Sec. 10.119.11 Establishing A Forty-Eight Hour Limit On The Parking Of Motor Vehicles Or Trailers; Providing For Notice Of Violation**

- A. That it shall be unlawful and an offense for any person to leave, stand, or park a motor vehicle or trailer on a public street or highway in the City of Farmersville for a period of time in excess of forty-eight continuous hours.
- B. The parking time limit provided herein shall not be effective until an appropriate notice of a violation thereof shall have been given by attaching an official sticker sign to any

vehicle in violation prior to the issuance of a citation, as required by the Texas Transportation Code. (*Ord. No. 2002-33 Adopted 6-25-02*)

**Sec. 10.120 Article Prohibiting The Parking At Any Time On Pendleton Street Between Hamilton and Haughton Streets.**

That it shall be unlawful and an offense for any person to leave, stand, or park a motor vehicle or trailer at any time on Pendleton Street between Hamilton and Haughton Streets, inclusively. (*Ord. No. 2003-14 Adopted 4-8-03*)

**Sec. 10.121 Reserved**

**Sec. 10.122 Article Prohibiting The Parking, Other Than For Loading Or Unloading, Or Maintaining Of Any Truck Or Trailer In Excess Of One Ton On The Public Square, Any Street, Alley, Or Other Place Adjacent To A Public Street Or Alley Within The Corporate City Limits Of Farmersville; Providing For Exceptions To This Article As Herein Provided: Providing For A Penalty For The Violation Of This Article**

**Sec. 10.122.1 Definitions**

**PERSON** - is any person, firm, partnership, corporation, association, company, or organization of any kind.

**Sec. 10.122.2 Prohibitions**

It shall be unlawful for any person to park, other than for loading or unloading, or maintain any truck or trailer in excess of one (1) ton on the public square, any street, alley, or other public place adjacent to a public street or alley within the Corporate City Limits of the City, unless the street, alley or parking area is a designated area, allowing such parking.

**Sec. 10.122.3 Exemptions**

It shall be lawful for any person to park or maintain any truck or trailer in excess of one (1) ton in the following designated areas:

- A. The parking lot directly behind the business premises currently known as Tedford Chevrolet, said parking lot being East of said business premises and bound on the South by Louisiana & Arkansas Railroad, and being bound on the East by the residence known as 100 College and being bound on the North by the residences known as 102 College and 104 College Street.
- B. The gravel, unnamed, road (now known as Farmersville Parkway) which runs between South Washington Street and Johnson Street, said road being bound on the South by the Old Honaker Mill premises and on the North by Louisiana & Arkansas Railroad.
- C. The parking lot east of the First Baptist Church, said parking lot being bound on the West by South Washington Street, on the North and East by various buildings located on the Downtown Square, and on the South by the residence known as 107 South Washington Street.



**Farmersville**  
DISCOVER A TEXAS TREASURE

**TO: Mayor and Councilmembers**

**DATE: April 26, 2011**

**SUBJECT: Discussion regarding electric utility contract and wholesale power contract**

**ACTION: Discussion by Council**

(IV - J)