



TO: Mayor and Councilmembers

FROM: City Manager John Moran

DATE: September 13, 2011

SUBJECT: Consideration and possible action approving the acceptance of a donation of two Police bicycles from Advanced Fixtures, Inc.

No information on this item

ACTION: Approve or disapprove accepting the donation.

(VII – A)



TO: Mayor and Councilmembers
FROM: City Manager John Moran
DATE: September 13, 2011
SUBJECT: Consideration and action authorizing the closure of Farmersville Parkway on October 29, 2011 for the "Trick It Up Bike Ride."

Event information is attached

ACTION: Approve or deny authorizing the closure of Farmersville Parkway

(VII – B)



Saturday, October 29

**Start Time 8:30am at FBC Farmersville (122 S.
Washington)**

**Early Registration \$25 (prior to October 16); Day of event
\$30**

To register, [CLICK HERE](#)

**Family fun ride (7 mile), 32 mile ride and a 42 mile ride
through Merit, Blue Ridge and Celeste**

©

For more information, go to
www.farmersvilletx.com/chamber or call 972-782-6533

Hosted by the Farmersville Chamber of Commerce

2011 City of Farmersville, TX | 205 S. Main, Farmersville Texas 75442 | 972-782-6151 | Metro 972-784-6093 | FAX 972-782-6604 |
e.sims@ci.farmersville.tx.us

| Contacts |

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Chris Lair
July 11, 2011

Trick-It-Up 2011

Farmersville Bike Ride

Date: Saturday prior Halloween

October 29, 2011

Purpose:

A fundraiser for the Chamber of Commerce and to promote Farmersville and its members by attracting outside people to our town. After bike rides, many of the cyclists will stay in Farmersville to eat and shop.

Routes:

See attached.

Start/Finish location:

Farmersville Parkway, either 1st Baptist church Gym or Onion Shed

Cyclists Goal:

500

Marketing:

- Posters throughout Metroplex, (Bike shops, Colleges – Collin College, UT-Dallas, A&M Commerce, etc.
- 1st 500 riders get T-Shirts with sponsors on the back and logo on the front.
- 10,000 flyers distributed at various rides leading up to the event.
- Post event on various cycling web sites and put on all ride calendars, (BicycleTexas.com, Bikeride.com, bicycle-stuff.com, etc.)
- Web site registration and links via chamber/city web page
- Post on Facebook
- Newspaper advertising

Donations:

- Looking at getting donations for rest stations-oranges, bananas, cookies, drinks, water, printing of Bib numbers and flyers, manpower for rest stops

Manpower needed:

- 30 to 36 to man each rest stop, 5-6 approx. 10 miles apart
- SAG Wagons , 3-4 truck/SUV
- Registration 4 – 5, Early registration pickup at bike shops

Sponsorship Levels

Platinum Sponsor - \$3,000

- Sponsor's logo/name on Start/Finish banner
- Feature sponsor's logo/link on head banner on all pages of rally web site
- Feature placement of logo on back of event t-shirts
- Sponsor's logo on all rider numbers
- Sponsor's name/logo on event posters distributed all over the Metroplex
- Sponsor's name/logo on all event ads
- Sponsor's name/logo on rally route map (used repeatedly as riders return)
- Distribute sponsor's specialty advertising material in riders' goody bag
- Handsome recognition plaque appropriate for display

Gold Sponsor - \$1,750

- Sponsor's logo on all rider numbers
- Sponsor's logo & link on home & route pages of Rally web site
- Logo on back of event t-shirts
- Sponsor's name/logo on rally route map (used repeatedly as riders return)
- Distribute sponsor's specialty advertising material in riders' goody bag
- Handsome recognition plaque appropriate for display

Silver Sponsor - \$750

- Sponsor's logo & link on home and route pages web site
- Logo on back of event t-shirts
- Sponsor's name/logo on rally route map (used repeatedly as riders return)
- Distribute sponsor's specialty advertising material in riders' goody bag
- Handsome recognition plaque appropriate for display

Bronze Sponsor - \$500

- Sponsor's logo on rally route map
- Logo on back of event t-shirts
- Sponsor's logo & link on rally web site
- Distribute sponsor's specialty advertising material in riders' goody bag
- Attractive recognition plaque

Copper Sponsor - \$250

- Sponsor's logo on rally route map
- Name on back of event t-shirts
- Distribute sponsor's specialty advertising material in riders' goody bag

Logo on Rally Map - \$100

Special Opportunities

Start/Finish Line Food Sponsor - In-kind

- rates Gold level sponsorship
- You provide food, drinks, manpower & decor

CO2 Cartridge - In-kind

- rates Silver level sponsorship based on in-kind expense

Rest Stop Sponsor - In-kind (6 Only)

- rates Copper level sponsorship
- You provide manpower & decor; Rotary provides food & drinks

Tech Service - In-kind

- You provide van and all repair materials



TO: Mayor and Councilmembers
FROM: City Manager John Moran
DATE: September 13, 2011
SUBJECT: Consideration and possible action approving the Economic Development Corporation Proposed Budget and Goals for Fiscal Year 2011-2012

FEDC's budget and goals for Fiscal Year 2011-2012 are attached

ACTION: Approve or disapprove Farmersville Economic Development Corporation's Proposed Budget and Goals

(VII – C)

FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION 4A
2011-2012 BUDGET

REVENUE	PROPOSED 2010-2011 BUDGET	
Sales Tax	\$	125,000.00
Interest Earned	\$	2,200.00
Total Revenue:	\$	127,200.00
Expenses		
Administration	\$	5,000.00
Professional fees (PR Specialist)	\$	2,000.00
Meeting Expenses	\$	1,000.00
Dues/School/Travel	\$	500.00
Office Supplies	\$	200.00
Marketing/Promotion Expenses/Advertisement	\$	15,000.00
Sponsorship-NCCLP	\$	500.00
Collin College Sponsorship	\$	7,500.00
Legal	\$	2,500.00
Total Expenses:	\$	34,200.00
Development		
U.S. Highway 380 and State Highway 78	\$	50,000.00
Collin College Project (sewer/street/electric)	\$	100,000.00
NTMWD Regional Waste Water Treatment Plant	\$	150,000.00
Planning	\$	100,000.00
TIRZ Planning Analysis	\$	25,000.00
Total Development Cost:	\$	425,000.00
Total Expenditures	\$	459,200.00
Revenue vs. Expenditures	\$	(332,000.00)
From Reserves	\$	332,000.00
Balance Budget	\$	-

2011-2012 Goals and Specified Projects

Goals:

- A.) Create a business atmosphere in Farmersville that supports:
 - 1. Retention and expansion of existing business,
 - 2. Attracting new or relocating businesses that will increase the quantity and quality of primary jobs,
 - 3. Working with regional coalitions to address infrastructure, transportation, education and quality of life issues,
 - 4. Recruiting at least one new employer per year.
- B.) Improve communication with the community and communicate accomplishments of the Economic Development Board by submitting press releases.
- C.) Expedite the expansion of U.S Highway 380 and State Highway 78 by partnering with the City of Farmersville in order to enhance the crossroad status of the City
- D.) Partner with Collin College for a functional college by 2014.
- E.) Work with the City of Farmersville and NTMWD for a regional waste water treatment plant(WWTP)
- F.) Combine efforts with the City of Farmersville on comprehensive planning issues.

Projects: Specific funding activities to achieve stated goals:

- 1. Infrastructure improvements for US Highway 380 and State Highway 78.
- 2. Regional waste water infrastructure design.
- 3. Funding Collin College and/or City of Farmersville requests as they pertain to new college campus.
- 4. Locate property for an EDC investment for future projects.
- 5. Assist City of Farmersville in updating Cormprehensive Master Plan.
- 6. Assist City of Farmersville in creating a Tax Increment Reinvestment Zone (TIRZ)



TO: Mayor and Councilmembers
FROM: City Manager John Moran
DATE: September 13, 2011
SUBJECT: Consideration and possible action approving the Community Development Corporation Proposed Budget and Goals for Fiscal Year 2011-2012

FCDC's budget and goals for Fiscal Year 2011-2012 are attached

ACTION: Approve or disapprove Farmersville Community Development Corporation's Proposed Budget and Goals

(VII – D)

Farmersville Community Development Corporation 4B Budget for public hearing

REVENUE	Proposed FY 2012
Sales Tax	\$125,000
Interest income- Texpool & Checking	\$200
Transfer from reserves	\$69,850
Total Revenue	\$195,050
EXPENSES	
Farmersville Main Street	\$60,000
Miscellaneous	\$2,000
Maintain downtown irrigation system	\$250
Marketing Program	\$12,000
Reimburse city for accounting services	\$500
Electric Project South Lake Park	\$4,000
Chaparral Trail improvements	\$50,000
FCDC 4B Training	\$2,000
Collin College Scholarship sponsorship	\$3,500
Support Parks & Recreation Plan	\$6,000
Chamber of Commerce	\$1,500
May building taxes	\$800
Bain Honaker House Restoration work	\$3,500
Downtown Museum seed money	\$5,000
Visitor's Center awning replacement	\$3,000
Wildflower planting	\$1,500
Christmas Activities	\$1,000
Splashpad water reclamation Project	\$12,000
Splashpad Restrooms	\$25,000
Historical Marker for Post Office bldg	\$1,500
Total Expenditures	\$195,050

Farmersville Community Development Corporation

Projects for Fiscal Year 2011-2012 along with **Short-Term Goals**: Continue to support the Farmersville Main Street Program; Support administrative costs for 4B Board; Support city marketing efforts; Support electric improvements to Southlake Park; Support development of Chaparral Trail including grant match; Support downtown irrigation system and trail wildflower plantings; Support training for 4B Board members; Support Collin College Scholarship sponsorship; Support Parks & Recreation program plan; Support Chamber of Commerce and Visitors Center; Support restoration and upkeep of Bain Honaker House Museum; Support planning of downtown museum; Support Christmas activities; Support water reclamation project at Splash Park and Splash Park restrooms; Support historical marker. **Long-Term Goals**:

Support the renovation/development of downtown, with continued financial support of the Main Street Program, long range development plans and incentives for attracting new businesses and strengthening existing businesses; Support process of historical recognition for the historic business district; Support marketing efforts connected with branding Farmersville in joint venture with Farmersville Economic Development Corporation and the Farmersville Chamber; Encourage and support collaborative efforts and long range planning with the community, City Council, 4A, Main Street Program, Chamber of Commerce, Collin College, and Fisd; Encourage and support citizen leadership training and volunteer development; Support Collin College scholarship program and local campus development; Assist in development of community recreational and cultural events, resources, museums, and facilities, as well as continued support and improvement of parks program; and Support 4B administrative needs.



TO: Mayor and Councilmembers
FROM: City Manager John Moran
DATE: September 13, 2011
SUBJECT: Consideration and adoption of Ordinance # O-2011-0913-001 to adopt the budget for Fiscal Year 2011-2012

Ordinance # O-2011-0913-001 is attached.

ACTION: Approve or disapprove Ordinance # O-2011-0913-001 and take a record vote.

(VII – E)

**CITY OF FARMERSVILLE, TEXAS
ORDINANCE #O-2011-0913-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011, AND ENDING SEPTEMBER 30, 2012, AND MAKING APPROPRIATIONS FOR EACH FUND AND DEPARTMENT; APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas is a Type A General – Law Municipality located in Collin County, 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 Manager has caused to be filed with the City Secretary a budget to cover all proposed expenditures of the government of the City for the fiscal year beginning October 1, 2011, and ending September 30, 2012; and

WHEREAS, the budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and

WHEREAS, the budget has been available for inspection by any taxpayer; and

WHEREAS, the budget, appended hereto as Exhibit A, was duly presented to the City Council by the City Manager and a public hearing was ordered by the City Council; and

WHEREAS, notice of public hearing on the budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and

WHEREAS, said public hearing was held according to said notice, and all those wishing to speak on the budget were heard; and

WHEREAS, the City Council has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached hereto is in the best interest of the City of Farmersville.

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

SECTION 1.
APPROVAL

The budget, as shown in words and figures, attached hereto as Exhibit A, and incorporated herein for all purposes, is hereby approved in all respects and adopted as the City's Budget for the fiscal year beginning October 1, 2011 and ending September 30, 2012, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget.

SECTION 2.
SINKING FUND

That there is hereby appropriated the amount shown in the said budget necessary to provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt requirements of Fiscal Year 2011 – 2012 of the City of Farmersville. Said sinking fund shall also provide for the continuing payment of the debt created by the City's employment agreement with the City Manager through September 30, 2012, in the amount of two percent (2%) of the gross base salary due and owing the City Manager through September 30, 2012, as referenced in the employment agreement, or any other amount approved by the City Council. Further, the proceeds placed into the sinking fund for this Fiscal Year (2011-2012) shall be from the City's ad valorem tax and there shall be annually assessed and collected in due time, form, and manner, a direct and continuing ad valorem tax on all taxable property within the corporate limits of the City at a rate from year to year, within the limitations prescribed by law, on each one hundred dollars valuation of taxable property as will be sufficient to provide funds to satisfy any obligations under the employment agreement during the fiscal year.

SECTION 3
REPEALER

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of any conflict herewith.

SECTION 4
SAVINGS AND SEVERABILITY

If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5
EFFECTIVE DATE

The necessity of adopting and approving a budget for the next fiscal year as required by the laws of the State of Texas requires that this Ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED THIS 13th DAY OF September, 2011, at a regular meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED:

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

ATTEST:

BY: _____
Edie Sims, City Secretary

CITY OF FARMERSVILLE

EXHIBIT A

GOVERNMENTAL FUNDS	FY 2011-2012				
	PROJECTED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund	\$ 483,068	\$ 1,416,182	\$ 2,275,445	\$ 936,452	\$ 560,257
Special Revenue Funds					
Court Technology Fund	11,756	2,800	-	-	14,556
Court Security Fund	7,007	2,200	2,000	-	7,207
Police Seizure Fund	1,400	-	-	-	1,400
Special Projects Fund	127,893	-	-	-	127,893
CC Child Special Revenue	5,229	5,229			10,458
Debt Service Fund	232,988	239,097	228,855	-	243,230
Capital Projects Funds	-	-	-	-	-
2005 CO's	4,104	8	-	-	4,112
2006 CO's	506,792	600	475,000	-	32,392
TOTAL GOVERNMENTAL FUNDS	\$ 1,380,237	\$ 1,666,116	\$ 2,981,300	\$ 936,452	\$ 1,001,505

PROPRIETARY FUNDS	FY 2011-2012				
	PROJECTED BEGINNING WORKING CAPITAL	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING WORKING CAPITAL
Enterprise Funds					
Water and Sewer Operating Fund	1,115,834	1,338,254	1,407,220	(353,902)	692,966
Refuse Fund	193,340	401,216	310,766	(90,450)	193,340
Electric Utility Fund	213,949	810,500	140,288	(675,200)	208,961
Internal Service Fund					
Equipment Replacement Fund	70,349		48,000	125,500	147,849
TOTAL PROPRIETARY FUNDS	\$ 1,593,472	\$ 2,549,970	\$ 1,906,274	\$ (994,052)	\$ 1,243,116



TO: Mayor and Councilmembers
FROM: City Manager John Moran
DATE: September 13, 2011
SUBJECT: Consideration and possible action regarding Ordinance # O-2011-0913-002 to adopt the 2006 Series Certification of Obligation annual budget for Fiscal Year 2011-2012

Ordinance # O-2011-0913-002 is attached.

ACTION: Approve or disapprove Ordinance # O-2011-0913-002

(VII – F)

**CITY OF FARMERSVILLE
ORDINANCE #O-2011-0913-002**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE 2006 SERIES CERTIFICATE OF OBLIGATION ANNUAL BUDGET FOR THE CITY OF FARMERSVILLE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012; PROVIDING FOR INTRA- AND INTER-DEPARTMENTAL FUND TRANSFERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager has prepared and submitted a budget for the 2006 Series Certificate Of Obligation for filing with the City Secretary for the fiscal year beginning on October 1, 2011 and ending September 30, 2012 ("Proposed Budget") in accordance with Texas law; and

WHEREAS, the Proposed Budget has been made available for public review and discussion, and has been the subject of public hearings which were established, noticed and held as required by Texas law; and

WHEREAS, the City Council of the City of Farmersville after the public notices and public hearings required by law and upon due deliberation and consideration of the recommendation of the testimony and information submitted during said public hearings, has determined that, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the Town, the Budget for the 2006 Series Certificate Of Obligation for the fiscal year beginning on October 1, 2011 and ending September 30, 2012 should be adopted;

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

SECTION I: That the attached Certificate of Obligation Budget, as presented by the City Manager and as amended at the City Council Budget Workshop, be approved and adopted for the fiscal year 2011-2012.

SECTION II: That the 2011-2012 Annual Budget for the 2006 Series Certificate of Obligation is appropriated as follows:

<u>EXPENDITURES</u>	
PROJECTS	\$475,000
TOTAL	\$475,000

SECTION III: That the Revised 2011-2012 Annual Budget for the 2006 Series Certificate of Obligation is appropriated as follows:

EXPENDITURES

PROJECTS	<u>\$151,082</u>
TOTAL	\$151,082

SECTION IV: That the City Manager is authorized to invest any funds not needed for current use, whether operating or bond funds, in accordance with the City's Investment Policy.

SECTION V: That the City Manager be and is hereby authorized to make intra- and inter-departmental fund transfers during the fiscal year as become necessary in order to avoid over-expenditure of particular accounts.

SECTION VI: This Ordinance shall be in full force and effect from and after its final adoption. Any and all ordinances in conflict herewith are hereby repealed to the extent of the conflict.

PASSED AND APPROVED BY ORDER OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS ON THE 13th DAY OF SEPTEMBER, 2011.

APPROVED:

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: City Manager John Moran
DATE: September 13, 2011
SUBJECT: Consideration and adoption of Ordinance # O-2011-0913-003 to adopt the Property Tax Rate for Fiscal Year 2011-2012

Ordinance # O-2011-0913-003 is attached.

ACTION: Approve or disapprove Ordinance # O-2011-0913-003

(VII – G)

**CITY OF FARMERSVILLE
ORDINANCE #O-2011-0913-003**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF FARMERSVILLE, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE TAX YEAR 2011 (FISCAL YEAR BEGINNING ON OCTOBER 1, 2011 TO AND INCLUDING SEPTEMBER 30, 2012); APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council finds that the tax for the tax year 2011 hereinafter levied for the current expenses and general improvements of the City and its property must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the City Council further finds that the taxes for the tax year 2011 hereinafter levied, therefore, are necessary to pay interest and to provide a sinking fund on outstanding bonds maturing in the ensuing year; and

WHEREAS, the City Council has approved by a separate Ordinance the budget for the tax year 2011; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time.

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

SECTION I: LEVYING TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF FARMERSVILLE, TEXAS, AND PROVIDING FOR AN INTEREST AND SINKING FUND FOR THE TAX YEAR 2011.

There is hereby levied and ordered to be assessed and collected for the use and support of the municipal government of the City of Farmersville, Texas, and there shall be provided an interest and sinking fund for the tax year 2011, same being from October 1, 2011 to and including September 30, 2012, and for each tax year thereafter until otherwise provided, upon all taxable property including real, personal and mixed situated within the corporate limits of the City of Farmersville, Texas, and not exempt by the Constitution of the State and valid state laws, a tax of \$0.642901 on each one hundred dollars (\$100) assessed value of said property, said tax being so levied and apportioned to the specific purposes herein set forth as follows:

(A) For the current expenditures of the City of Farmersville, Texas, and for the general government, use and support of the City and its property, there is hereby levied and ordered to be assessed and collected for the tax year 2011 on all property situated within the limits of the City, and not exempt from taxation by valid laws, an ad valorem tax at the rate of \$0.489546 on each one hundred dollars (\$100) assessed value of all taxable property within the City.

SECTION III. ADDITIONAL PENALTY FOR COLLECTION COSTS.

Pursuant to Section 33.07 of the Texas Tax Code, taxes that remain delinquent incur an additional penalty to defray costs of collection in the amount of fifteen percent (15%) of the amount of taxes, penalty and interest due.

SECTION IV. ESTABLISHING LIEN AGAINST THE PROPERTY.

The taxes herein levied shall be a first and prior lien against the property upon which they are assessed and the said first lien shall be superior and prior to all other liens, charges and encumbrances, and this lien shall attach to personal property to the same extent and priorities as to real estate. The liens provided herein attached as of January 1, 2011.

SECTION V. REPEALER CLAUSE.

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

SECTION VI. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this Ordinance and same are deemed severable for this purpose.

SECTION VII. EFFECTIVE DATE.

This Ordinance shall be in effect from and after its final adoption. Any and all ordinances in conflict herewith are hereby repealed to the extent of the conflict.

PASSED, APPROVED AND ADOPTED BY ORDER OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, this the 13th day of September, 2011.

APPROVED:

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: City Manager John Moran
DATE: September 13, 2011
SUBJECT: Consideration and adoption of Ordinance # O-2011-0913-004 to adopt the 2011 Tax Appraisal Roll

Ordinance # O-2011-0913-004 is attached.

ACTION: Approve or disapprove Ordinance # O-2011-0913-004

(VII – H)

**CITY OF FARMERSVILLE
ORDINANCE #O-2011-0913-004**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE 2011 TAX APPRAISAL ROLL FOR THE CITY OF FARMERSVILLE, TEXAS.

WHEREAS, in accordance with Section 26.09 of the Texas Tax Code it is necessary that the 2011 Appraisal Roll which constitutes the 2011 Tax Roll for the City of Farmersville is adopted by the City;

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

The City Council of the City of Farmersville, Collin County, Texas, hereby accepts and approves the 2011 Appraisal Roll as submitted by the Collin County Tax Assessor Collector which constitutes the 2011 Tax Roll for the City of Farmersville.

APPROVED this the 13th day of September, 2011.

APPROVED:

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: City Manager John Moran

DATE: September 13, 2011

SUBJECT: Discussion and possible action relative to Ordinance # O-2011-0913-005 amending the Fiscal Year 2010-2011 budget

Ordinance # O-2011-0913-005 is attached.

ACTION: Approve or disapprove Ordinance # O-2011-0913-005

(VII – I)

**CITY OF FARMERSVILLE
ORDINANCE O-2011-0913-005**

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2010 – 2011 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS, APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas is a Type A General-Law Municipality located in Collin County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code, and operating pursuant to the enabling legislation of the State of Texas;

WHEREAS, the City Manager of the City of Farmersville has reviewed the budget and which budget was adopted by the City Council for the Fiscal Year 2010 – 2011; and

WHEREAS, the City Manager of the City of Farmersville believes that the budget requires certain amendments and has submitted to the Mayor and the City Council proposed amendment(s) to the budget of the revenues and expenditures of conducting the affairs of said City, and providing a complete financial plan for the Fiscal Year 2010 – 2011; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Fiscal Year 2010 – 2011 budget to adopt the proposed amendment(s) to the budget of the revenues and expenditures of conducting the affairs of said City as submitted by the City Manager.

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

SECTION 1. BUDGET AMENDMENT ADOPTION

1.1 From and after the effective date of this Ordinance, the amendments to the budget of the revenues and expenditures for the Fiscal Year 2010 – 2011 that are attached hereto as Exhibit "A" and incorporated herein by reference are hereby adopted and the budget for Fiscal Year 2010 – 2011 is hereby accordingly so amended and the amended budget for Fiscal Year 2010 – 2011 adopted.

SECTION 2. SEVERABILITY

It is hereby declared to be the intention of the City Council that the several provisions of this Ordinance are severable, and if any court of competent jurisdiction shall judge any provisions of this Ordinance to be illegal, invalid, or unenforceable, such judgment shall not affect any other provisions of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable.

SECTION 3. REPEALER

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of

those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Any and all ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 4. 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 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. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by Texas law.

PASSED AND APPROVED this 13th day of September, 2011 at a scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below:

APPROVED THIS 13th DAY OF SEPTEMBER, 2011.

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

ATTEST:

Edie Sims, City Secretary

APPROVED AS TO FORM & LEGALITY:

Alan D. Lathrom, City Attorney

CITY OF FARMERSVILLE

EXHIBIT A

FY 2010-2011 REVISED

GOVERNMENTAL FUNDS	FY 2010-2011 REVISED				
	PROJECTED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund					
Revenues					
Property Tax		\$ 697,426			
Sales Tax		\$ 254,734			
Franchise Fees		\$ 58,773			
License Permits		\$ 14,597			
Municipal Court Fines		\$ 69,780			
4B Support/Reimbursement		\$ 54,500			
Fire Run Payments		\$ 107,435			
KCS Mowing		\$ -			
Lease Rentals		\$ 43,049			
Miscellaneous income		\$ 57,493			
Interest		\$ 1,800			
Transfers from Enterprise Funds				\$ 767,869	
Expenses					
City Council			\$ 9,174		
Administration			\$ 601,188		
Municipal Court			\$ 95,865		
Library/Civic Center			\$ 121,224		
Police Department			\$ 732,466		
Fire Department			\$ 127,617		
Street Department			\$ 466,312		
Debt Service			\$ 71,345		
Transfer to Equipment Replacement Fund				\$ (47,817)	
General Fund Total	\$ 628,620	\$ 1,359,587	\$ 2,225,191	\$ 720,052	\$ 483,068
Special Revenue Funds					
Court Technology Fund	14,144	2,800	5,188	-	11,756
Court Security Fund	13,416	2,200	8,609	-	7,007
Police Seizure Fund	1,400	-	-	-	1,400
Special Projects Fund	133,818		5,925	-	127,893
CC Child Special Revenue	5,229				5,229
Debt Service Fund	227,189	240,552	234,753	-	232,988
Capital Projects Funds	-	-	-	-	-
2005 CO's	4,097	7	-	-	4,104
2006 CO's	657,874	1,200	152,282	-	506,792
TOTAL GOVERNMENTAL FUNDS	\$ 1,685,787	\$ 1,606,346	\$ 2,631,948	\$ 720,052	\$ 1,380,237

FY 2011-2012 REVISED

PROPRIETARY FUNDS	FY 2011-2012 REVISED				
	PROJECTED BEGINNING WORKING CAPITAL	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING WORKING CAPITAL
Enterprise Funds					
Water and Sewer Operating Fund	1,512,820	1,146,272	1,301,189	(242,069)	1,115,834
Refuse Fund	209,182	398,455	323,847	(90,450)	193,340
Electric Utility Fund	214,847	642,454	136,252	(505,900)	215,149
Internal Service Fund					
Equipment Replacement Fund	42,900		90,718	118,167	70,349
TOTAL PROPRIETARY FUNDS	\$ 1,979,749	\$ 2,187,181	\$ 1,852,006	\$ (720,252)	\$ 1,594,672



TO: Mayor and Councilmembers

FROM: City Manager John Moran

DATE: September 13, 2011

SUBJECT: Consider and act upon Resolution R-2011-0913-001 designating the authorized representatives for Texpool relative to the Farmersville Economic Development Corporation (4A)

Resolution from Texpool is attached.

ACTION: Approve or disapprove Resolution # R-2011-0913-001

(VII – J)



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, Farmersville Economic Development Corporation (4A)

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and


WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name: Eddy Daniel  Title: President
 Phone/Fax/Email: 972-784-7777/fax 972-782-7721/eddy@DBIConsultants.com
 Signature: _____

2. Name: Daphne Hamlin Title: Finance Director
 Phone/Fax/Email: 972-782-6151/972-972-6604/d.hamlin@ci.farmersville.tx.us
 Signature:  _____

ORIGINALS REQUIRED

TEX - REP

3. Name: _____ Title: _____
Phone/Fax/Email: _____
Signature: _____

4. Name: _____ Title: _____
Phone/Fax/Email: _____
Signature: _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Daphne Hamlin

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: Eddy Daniel Title: President
Phone/Fax/Email: 972-784-7777/fax 972-782-7721/eddy@DBIConsultants.com

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the _____ day _____, 20 ____.

NAME OF PARTICIPANT: _____

BY: _____
Signature

Printed Name

Title

ATTEST: _____
Signature

Printed Name

Title

This document supersedes all prior Authorized Representative designations.

ORIGINALS REQUIRED

TexPool Participant Services • Federated Investors Inc
1001 Texas Ave., Suite 1400 • Houston, TX 77002 • www.texpool.com • 1-866-839-7665

TEX – REP



TO: Mayor and Councilmembers

FROM: City Manager John Moran

DATE: September 13, 2011

SUBJECT: Consideration and possible grant of authority to the City Manager to negotiate and execute a contract for solid waste services with IESI.

No documentation is attached

ACTION: Approve or disapprove granting authority to the City Manager to negotiate and execute a solid waste service contract with IESI.

(VII – K)



TO: Mayor and Councilmembers

FROM: City Manager John Moran

DATE: September 13, 2011

SUBJECT: Consideration and possible grant of authority to the City Manager to negotiate and execute a city recycling contract with CWD

No documentation is attached

ACTION: Approve or disapprove granting authority to the City Manager to negotiate and execute a recycling contract with CWD

(VII – L)



TO: Mayor and Councilmembers

FROM: City Manager John Moran

DATE: September 13, 2011

SUBJECT: Discussion and possible action authorizing the City Manager to execute a Jail Services renewal agreement with Collin County.

The service renewal contract is attached

ACTION: Approve or disapprove granting authority to the City Manager to execute a renewal agreement with Collin County for Jail Services

(VII – M)



Amendment No. Seven (7) _____

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75069
972-548-4165

Vendor: CITY OF FARMERSVILLE
City Manager, John Moran
205 South Main Street
Farmersville, TX 75442

Contract Agreement, Jail Services
Agreement No. 12130-08

Effective Date 10/1/2011

Awarded by Court Order No.: 2003-087-02-11
Amendment # 1 2004-773-09-28
Amendment # 2 2006-282-03-28
Amendment # 3 2007-763-09-11
Amendment # 4 2008-786-09-23
Amendment # 5 2009-722-09-14
Amendment # 6 2010-506-07-26
Amendment # 7 _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

Delete from: Section 3: Services

Services to be Provided

The County agrees to provide to City Jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when Collin County Jail is filled to 100% of its capacity.

Add to: Section 3: Services

Services to be Provided

The County agrees to provide to City Jail services necessary for the confinement of persons accused or convicted of an Class "C" misdemeanor offense only (which persons are hereinafter referred to as "inmate" or "inmates" subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when Collin County Jail is filled to 100% of its capacity.

Delete from: Section 11.02: Addresses

All communications provided for in this Agreement shall be addressed as follows:

(a) If the County, to:
~~Ron Harris, County Judge~~ *Kath Self*
Collin County Courthouse
210 S. McDonald, Suite 626
McKinney, Texas 75069

(b) if the City, to:

or to such person at such other address as may from time to time are specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable ~~Ron Harris~~ *Keith Self*
Collin County Judge
Collin County Courthouse, Suite 626
McKinney, Texas 75069

Add to: Section 11.02: Addresses

All communications provided for in this Agreement shall be addressed as follows:

(a) If the County, to:

Collin County Judge
Collin County Administration Building
2300 Bloomdale, Suite 4192
McKinney, Texas 75071

(b) if the City, to:

or to such person at such other address as may from time to time are specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

Collin County Judge
Collin County Courthouse
2300 Bloomdale, Suite 4192
McKinney, Texas 75071

Amend: Section 2: Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2012, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

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

ACCEPTED AND AUTHORIZED BY

ACCEPTED BY:

AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Print Name

CITY OF FARMERSVILLE

City Manager, John Moran

205 South Main Street

Farmersville, TX 75442

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

SIGNATURE

TITLE: _____

DATE: _____

Frank Ybarbo

Purchasing Agent

DATE: _____



TO: Mayor and Councilmembers

FROM: City Manager John Moran

DATE: September 13, 2011

SUBJECT: Consider, discuss and act upon a Revocable License Agreement with O'Reilly Automotive Stores, Inc. to allow O'Reilly to place a sign in, upon and across a portion of the City's water line easement along the south side of U.S. Highway 380

The license agreement is attached

ACTION: Approve or disapprove the license agreement with O'Reilly Automotive

(VII – N)

After recording, return to:

John Moran, City Manager
City of Farmersville, Texas
205 S. Main
Farmersville, Texas 75442

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), is made as of the ____ day of _____, 2011, by and between the *CITY OF FARMERSVILLE, TEXAS* (the "City") and *O'REILLY AUTOMOTIVE STORES, INC.*, whose address is 233 S. Patterson, Springfield, Missouri, 65802, ("O'Reilly") witnesseth that:

WHEREAS, O'Reilly is the owner of certain real property situated in Farmersville, Collin County, Texas, according to the Warranty Deed recorded as Document 20110801000798540, Collin County, Texas (hereinafter called the "O'Reilly Property"), as more particularly described on Exhibit "A" attached hereto and incorporated by reference herein;

WHEREAS, the City has easement rights of a certain 30' Permanent Water Line Easement abutting and upon over and across a portion of the O'Reilly Property as recorded as Document Number 20090508000557200 of the Deed Records of Collin County, Texas, respectively (the "Easement Area");

WHEREAS, O'Reilly has requested permission to install a monument Sign (the "Sign") that encroaches into the Easement Area; and

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

WHEREAS, City Staff has reviewed O'Reilly's request and recommends approval thereof, subject to O'Reilly's agreement to be solely responsible for the construction, maintenance, removal and replacement of the Sign as set forth herein, and O'Reilly's further agreement to hold the City harmless with respect to any damage to, or necessary removal or relocation of, the Sign and to indemnify the City from and against any and all claims or causes of action arising out of or related to O'Reilly's installation, use, maintenance and operation of the Sign 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 O'Reilly 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 Sign; Permitted Encroachment.** The City does hereby agree that, notwithstanding any contrary provision in any document granting or conveying the Easement to the City, O'Reilly may install and maintain at O'Reilly's sole cost and expense a Sign 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 Sign 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.** O'Reilly expressly acknowledges that by entering into this Agreement, O'Reilly, 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. O'Reilly shall strictly conform to all provisions of the City's Code of Ordinances and O'Reilly shall obtain all such permits and variances as may be required to place the Sign at the location specified within the Easement Area.
3. **Hold Harmless; Relocation.** O'Reilly agrees to hold the City harmless from and against (a) any financial responsibility for removing or relocating the Sign, if the City determines, in its sole discretion, that the then-current location of the Sign will unreasonably prevent the City's use and enjoyment of the Easement Area for the purposes contemplated therefor, and (b) any damage to the Sign. In the event the City determines that the Sign 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 O'Reilly, the City will allow the Sign to be relocated (at O'Reilly'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 O'Reilly obtains all such permits and variances as may be required to remove and relocate the Sign in a location acceptable to and approved by the City Engineer.

In the absence of an emergency, the City will provide O'Reilly ten (10) days written notice of the need to remove the Sign from the Easement Area. O'Reilly shall have thirty (30) days from the date it is provided such written notice to remove the Sign from the Easement Area. However, in case of an emergency, which necessitates the immediate removal of the monument Sign for access to such public improvements, the City shall have the right to remove the Sign and any associated improvements and shall not be responsible for any damages incurred to such Sign and associated improvements.

4. **Indemnification.** O'Reilly 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, O'Reilly'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 Sign 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 requests required or authorized hereunder shall be in writing and shall be deemed effective upon receipt (or refusal thereof) when (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 O'Reilly: *O'REILLY AUTOMOTIVE STORES, INC.*
233 S. Patterson
Springfield MO 65802
Attention: Signs Department, Store Administration
Fax No. (417) 874-7168

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

6. **Binding Effect.** The benefits and burdens of this Agreement shall be exclusive to O'Reilly and shall benefit and bind O'Reilly and the City and their respective successors, successors-in-title, legal representatives and assigns as provided herein.
7. **Assignability.** This Agreement shall not be assignable by O'Reilly without the prior written consent of the City, and such consent shall not be unreasonably withheld, conditioned or delayed.
8. **Waiver.** The failure of the City or O'Reilly 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, TX

By: _____

Name: _____

Title: _____

Date Signed: _____

ATTEST:

Print: _____

City Secretary

APPROVED AS TO FORM:

Print: _____

City Attorney

O'REILLY AUTOMOTIVE STORES, INC.
a Missouri corporation

By: _____

Name: _____

Title: _____

Date Signed: _____

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2011, by **JOHN MORAN**, City Manager of the **CITY OF FARMERSVILLE**, a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF MISSOURI §
 §
COUNTY OF GREENE §

BEFORE ME, the undersigned and the listed authority, in and for said County, Missouri, on this day personally appeared _____, an authorized representative of **O'REILLY AUTOMOTIVE STORES, INC.**, authorized to do business in the State of Texas.

Notary Public, State of Missouri

Exhibit A
Property Description

BEING LOT 2 OF FARMERSVILLE MARKET CENTER II, PART OF THE MORGAN C. HAMILTON SURVEY, ABSTRACT NO. 422, AND DAVID J. JAYNES SURVEY, ABSTRACT NO. 471, IN THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS, FILED AS CC# 20110728010001340;

MORE SPECIFICALLY DESCRIBED AS 0.791 ACRES, MORE OR LESS, LOCATED IN THE M.C. HAMILTON SURVEY, ABSTRACT NO. 422 IN COLLIN COUNTY, TEXAS, BEING A PORTION OF THE CALLED 9.9005 ACRE TRACT DESCRIBED IN A DEED FROM FRANCES DYER HICKMAN TO III TO FARMERSVILLE MP, L.P., DATED DECEMBER 21, 2006 AND RECORDED IN DOCUMENT NO. 20061227001807930 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (OPRCCT) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD SET IN THE SOUTHERLY RIGHT OF WAY OF U. S. HIGHWAY NO. 380 (RIGHT OF WAY WIDTH VARIES) FOR THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED 0.791 ACRE TRACT, FROM WHICH A TXDOT RIGHT OF WAY MONUMENT FOUND FOR THE SOUTHEASTERLY CORNER OF A CALLED 0.2494 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM III TO I FARMERSVILLE MP, L.P. TO THE STATE OF TEXAS, DATED MAY 23, 2008 AND RECORDED IN DOCUMENT NO. 20080826001031920 BEARS SOUTH 88 DEGREES 30 MINUTES 53 SECONDS EAST 215.07 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 257.53 FEET TO A 1/2-INCH IRON ROD SET FOR THE SOUTHEASTERLY CORNER OF THE SAID 0.791 ACRE TRACT;

THENCE NORTH 89 DEGREES 53 MINUTES 41 SECONDS WEST 133.00 FEET TO A 1/2-INCH IRON ROD SET FOR THE SOUTHWESTERLY CORNER OF THE SAID 0.791 ACRE TRACT;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 260.74 FEET TO A 1/2-INCH IRON ROD SET IN THE SOUTHERLY RIGHT OF WAY OF U. S. HIGHWAY NO. 380 FOR THE NORTHWESTERLY CORNER OF THE SAID 0.791 ACRE TRACT, FROM WHICH A TXDOT RIGHT OF WAY MONUMENT FOUND FOR THE SOUTHWESTERLY CORNER OF A CALLED 0.2455 ACRE TRACT DESCRIBED IN A DEED FROM III TO I FARMERSVILLE MP, L.P. TO THE STATE OF TEXAS, DATED MAY 23, 2008 AND RECORDED IN DOCUMENT NO. 20080826001031940 BEARS NORTH 88 DEGREES 30 MINUTES 53 SECONDS WEST 170.43 FEET;

THENCE SOUTH 88 DEGREES 30 MINUTES 53 SECONDS EAST 133.04 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF U. S. HIGHWAY NO. 380 TO THE POINT OF BEGINNING, AND CONTAINING 0.791 ACRE (34,465 SQUARE FEET), MORE OR LESS



TO: Mayor and Councilmembers
FROM: City Manager John Moran
DATE: September 13, 2011
SUBJECT: Accept resignation of Chad Whitaker from the Planning and Zoning Commission

Resignation attached

ACTION: Approve or disapprove the resignation from P&Z

(VII – O)

Edie Sims

From: Chad Whitaker [ccw97t@hotmail.com]
Sent: Monday, August 29, 2011 10:26 PM
To: e.sims@ci.farmersville.tx.us
Subject: Resignation from P & Z

Edie,

Please accept my resignation from the Planning & Zoning Committee as I will no longer live within Farmersville's city limits at the time of our next scheduled meeting.

Know that it has been a pleasure to work with each of you, and I welcome the opportunity to do so again.

I'll speak to Joe and City Council about annexing Brittany's Creek into the city limits...lol

For His Glory,
Chad Whitaker
972.658.7378
chadw@cello-wrap.com



TO: Mayor and Councilmembers
FROM: City Manager John Moran
DATE: September 13, 2011
SUBJECT: Consider, nominate and make an appointment to the Planning and Zoning Commission

Eligible candidates sheet is attached

ACTION: Nominate and appoint a replacement to the P&Z Commission

(VII – P)

PLANNING AND ZONING COMMISSION

Terms: Three Years – Two Terms Max
 Residency Requirements: 1 year in the City Limits

Name
Bill Nerwich 1 st Term Began 5/09 – Term ends 5/12
Chad Whitaker 2 nd Term Began 5/10 – Term ends 5/13
Craig Overstreet 1 st Term Began 5/11 – Term ends 5/14
Betty Sergent 1 st Term Began 5/11 – Term ends 5/14
David Corning 1 st Term Began 5/10 – Term ends 5/13
Tom Waitschies 1 st Term Began 5/11 – Term ends 5/14
Doug Dann 2 nd Term Began 5/10 – Term ends 5/13

MEETS: 3rd Monday of the month, or as called, 6:30 p.m.

COUNCIL LIAISON: **Paul Kelly**

STAFF: Edie Sims

Eligible Candidates

Leaca Caspari	7th Choice
Russell Chandler	2nd Choice
George Crump	1st Choice



TO: Mayor and Councilmembers
FROM: City Manager John Moran
DATE: September 13, 2011
SUBJECT: Update from City Attorney regarding codification process

No documentation for this item

ACTION: No action for this item

(VII – Q)



TO: Mayor and Councilmembers
FROM: City Manager John Moran
DATE: September 13, 2011
SUBJECT: Consider, discuss and act upon a parking lot agreement between the City of Farmersville and First Baptist Church of Farmersville

No documentation for this item

ACTION: Nominate and appoint a replacement to the P&Z Commission

(VII – R)

PARKING LOT AGREEMENT
(First Baptist Church of Farmersville)

THIS PARKING LOT AGREEMENT (the "Agreement") is entered into by and between the **FIRST BAPTIST CHURCH OF FARMERSVILLE** (the "Church") and the **CITY OF FARMERSVILLE, TEXAS**, a Texas municipal corporation (the "City");

WHEREAS, the Church is the owner of a parking lot situated on the eastern side of South Washington Street north of Farmersville Parkway and south of McKinney Street (the "Parking Lot") and adjacent to a parking lot that belongs to the City in Farmersville, Texas; and

WHEREAS, the Parking Lot was constructed in conjunction with the adjacent parking lot that belongs to the City; and

WHEREAS, the Church allows the public to park on the Parking Lot during special community events; and

WHEREAS, the Church desires to maintain the Parking Lot on a parallel schedule to that used by the City for the adjacent parking lot that belongs to the City; and

WHEREAS, the Church has requested the City's cooperation regarding the Church's maintenance of the Parking Lot by providing the Church with notice of the City's intent to perform maintenance work and/or restriping of the City's parking lot -- including, but not limited to, the addition and maintenance of any handicap markings required to designate handicap parking spaces -- and allowing the Church to utilize, at the Church's cost and expense, the same contractor at the same time for maintenance and re-striping of the Parking Lot to take advantage of any available economies of scale; and

WHEREAS, the City Council finds and determines that a public purpose will be served by entering into this Agreement with the Church.

NOW THEREFORE, City and Church agree as follows:

1. The City hereby agrees to provide Church with advance notice of its intent to obtain bids or quotes from one or more contractors to perform maintenance and/or re-striping work on the City's parking lot adjacent to the Parking Lot.
2. The City further agrees to identify to the Church the contractor(s) selected by the City to perform maintenance and/or re-striping work on the City's parking lot adjacent to the Parking Lot and, upon request of the Church, allow the Church to enter into an agreement with the same contractor(s) to perform the same or similar maintenance and re-striping work on the Parking Lot at or about the same

time said contractor(s) performs maintenance and re-striping work on the City's parking lot.

3. The Church will allow the public to park on the Parking Lot during special community events save and except when the Church has one or more activities occurring at or about the same time period for which the use of the Parking Lot is required or beneficial.
4. The Church assumes and accepts no liability or responsibility for damages or injuries suffered by any persons or persons arising out of or in connection with the public's use of the Parking Lot or the use of said Parking Lot by any other person or entity.
5. This Agreement may be terminated by either party hereto upon thirty (30) days written notice to the other party.
6. City shall not have the right to assign or transfer this Agreement, in whole or in part, without the previous written permission of the Church.
7. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof, in whole or in part, shall not be deemed a waiver of such term, provision, covenant or condition or portion thereof, nor shall any waiver or relinquishment of any right or power at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times as to any party to this Agreement.
8. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein and may not be modified or amended except by written agreement duly executed by both parties.
9. All notices, demands, objections, terminations, or other communication to either party under this Agreement shall be in writing, and will be deemed effective (i) when personally delivered to a party; or (ii) whether actually received or not, three days after it is deposited in any post office or mail receptacle regularly maintained by the United States mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the respective party at the address indicated below, or to such other address as may be hereafter indicated by written notice delivered in accordance with the terms hereof to the other party; or (iii) on the next delivery date after it is placed with a delivery service, such as Federal Express, which provides same-day or overnight service and requires a written receipt.

If to Church: First Baptist Church of Farmersville
124 S. Washington Street
Farmersville, Texas 75442

If to City: The City of Farmersville
205 S. Main Street
Farmersville, TX 75442
Attn: City Manager

10. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue for all purposes hereunder shall be in Collin County, Texas.
12. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and the remainder of this Agreement shall be fully enforced.
13. It is expressly understood and agreed that, in the execution of this Agreement, the parties do not waive, nor shall they be deemed hereby to have waived any immunity or defense that would otherwise be available to them against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

EXECUTED TO BE EFFECTIVE as of the _____ day of _____, 2011.

First Baptist Church of Farmersville

By: _____
Name: _____
Title: _____
Date _____

City of Farmersville:

Joseph E. Helmberger, P.E., Mayor

Attest:

Eddie Sims, City Secretary Date

PREPARED IN THE OFFICES OF:

BROWN & HOFMEISTER, L.L.P.
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214/747-6100
214/747-6111 Fax