



TO: Mayor and Councilmembers

FROM: John Moran, City Manager

DATE: September 27, 2011

SUBJECT: Consider, nominate and make an appointment to the Planning and Zoning Commission

One applicant has stated he would serve on the P&Z Commission – John Politz who lives inside the City Limits of Farmersville

ACTION: Council to discuss and take action as deemed necessary

(IV - A)



TO: Mayor and Councilmembers

FROM: John Moran, City Manager

DATE: September 27, 2011

SUBJECT: Consideration and possible action regarding the negotiation and execution of a contract for solid waste services with IESI.

No information is attached

ACTION: Council to discuss and take action as deemed necessary

(IV - B)



TO: Mayor and Councilmembers

FROM: John Moran, City Manager

DATE: September 27, 2011

SUBJECT: Consideration and possible action regarding the negotiation and execution of a contract for recycling services with CWD.

No information is attached

ACTION: Council to discuss and take action as deemed necessary

(IV - C)



TO: Mayor and Councilmembers

FROM: John Moran, City Manager

DATE: September 27, 2011

SUBJECT: Consideration and possible action regarding the negotiation and execution of an operations and maintenance agreement with Sharyland Utilities

No Information Attached

ACTION: Council to discuss and take action as deemed necessary

(IV - D)



TO: Mayor and Councilmembers

FROM: John Moran, City Manager

DATE: September 27, 2011

SUBJECT: Discussion and possible action regarding amending the 2011 -2012 budget to reflect the increased revenue from the operation and maintenance agreement for the electrical utility system and restore the line item expenditures for the following items:

- (1) \$68,547 Fire Chief Salary;
- (2) \$28,685 Police Secretary Salary;
- (3) \$14,500 Integrated Computer System for Police Department; and
- (4) \$3,000 Fire Department radio headset.

No Information Attached

ACTION: Council to discuss and take action as deemed necessary

(IV – E)



TO: Mayor and Councilmembers

FROM: John Moran, City Manager

DATE: September 27, 2011

SUBJECT: Consider, discuss and act upon a parking lot agreement between the City of Farmersville and the First Baptist Church of Farmersville.

Parking Lot Agreement Attached

ACTION: Council to approve or disapprove Parking Lot Agreement

(IV - F)

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:

Edie Sims, City Secretary Date

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

FROM: John Moran, City Manager

DATE: September 27, 2011

SUBJECT: Consider, discuss and act upon the request of the Planning and Zoning Commission for permission to study and make recommendations to the City Council regarding possible amendments to the Comprehensive Zoning Ordinance related to "drive-in windows," "drive-in restaurants" and "drive-in service" to possibly update and modify such provisions and expand the types of establishments that can utilize a drive-in, drive-through and/or drive-up window to permit retail sales from a drive-through or drive-in window in all non-residential zoning classifications where retail sales are allowed.

No Information Attached

ACTION: Council to discuss and allow or disallow permission for P&Z to study and recommend amendments regarding drive-ins.

(IV - G)



TO: Mayor and Councilmembers

FROM: John Moran, City Manager

DATE: September 27, 2011

SUBJECT: Consider, discuss and act upon the request of the Planning and Zoning Commission for permission to study and make recommendations to City Council regarding possible changes to the Subdivision Ordinance that may allow for a more streamlined development process.

No Information attached

ACTION: Council to discuss and allow or disallow permission for P&Z to study and recommend amendments regarding changes to the Subdivision Ordinance to streamline the development process.

(IV - H)