

**NOTICE OF REGULAR CITY COUNCIL MEETING AND AGENDA
THE CITY OF PRINCETON, TEXAS
November 9, 2015
Meeting Time and Place**

The City Council of the City of Princeton will meet in Regular Session on Monday, **November 9, 2015 at 7:00 PM** at the regular meeting place, the Council Chamber in City Hall, located at 123 W. Princeton Drive in Princeton to discuss the following:

Honorable Ken Bowers,
Mayor

Honorable Steven Deffibaugh,
Mayor Pro Tempore, Place 5

David Kleiber,
Councilmember, Place 1

Bill Glass,
Councilmember, Place 2

John-Mark Caldwell
Councilmember, Place 3

Vacant,
Councilmember, Place 4

CALL TO ORDER

ROLL CALL

Ken Bowers ____

Steven Deffibaugh ____

David Kleiber ____

Bill Glass ____

John-Mark Caldwell ____

Vacant ____

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN APPEARANCE

Citizens are allowed 3 minutes to speak. The Council is unable to respond to or discuss any issues that are brought up during this section that are not on the agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

CONSENT AGENDA

Consent Agenda: All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

1. Discussion and possible action regarding the minutes of the October 13, 2015, Special City Council Meeting.

2. Discussion and possible action regarding a Master Agreement governing local transportation project advance funding agreements and authorizing the City Manager to sign.
3. Discussion and possible action regarding an Interlocal Agreement between Collin County and the City of Princeton regarding the Princeton Community Library for fiscal year 2016.
4. Discussion and possible action regarding a Resolution approving the tax roll for fiscal year 2015.
5. Discussion and possible action regarding an Interlocal Agreement between the City of Princeton and Collin County for the purpose of Animal Control and Animal Shelter services.

REGULAR AGENDA

2015-179 Installation of Officers

Installation of Mayor and four Councilmembers, Place 1, Place 2 and Place 4.

2015-180 Appointment of Mayor Pro Tempore

Discussion and possible action to appoint a Mayor Pro Tempore.

2015-181 Public Hearing

Public hearing on the creation of Reinvestment Zone Number One, City of Princeton, Texas and its benefits to the City and to property in the proposed zone.

2015-182 Proclamation

Proclamation recognizing November 2 – November 6, 2015 as Municipal Court Week.

2015-183 Update from NTMWD

Discussion and possible action regarding an update from our North Texas Municipal Water District Representative.

2015-184 Wastewater Ordinance

Discussion and possible action regarding an Ordinance to increase the wastewater rates for the City of Princeton and a presentation by Dan Jackson regarding the rate study.

2015-185 Sign Ordinance

Discussion and possible action regarding an amendment to the Sign Regulations Ordinance, specifically Section 58-2 Definitions and Requirements.

2015-186 Public Hearing

Second public hearing regarding a request for a zoning change from Single Family 1 "SF1" to Commercial 1 "C1", being a tract of land situated in Collin County, Texas, Being part of the David Cherry Survey, Abstract No. 166, recorded in Document No. 20091027001314680 of the official Public Records of Real property of Collin County, Texas, and being further described as follows: 2.0972 acres of land more or less.

2015-187 Ordinance

Discussion and possible action regarding an Ordinance amending the Comprehensive Zoning Ordinance Number 2009-06-09 of the City of Princeton, from Single Family (SF1) to Commercial 1 (C1) on a portion of the David Cherry Survey, Abstract No. 166.

2015-188 Boards & Commissions

Discussion and possible action regarding the appointment or re-appointment of Board & Commission Members:

<u>Member/Board/Place</u>	<u>Year Appointed</u>	<u>Eligible for Re-Appt.</u>
Rick Wheeler, EDC, Place 1	2007/8 yrs.	No
Jimmie Gaylean, EDC, Place 2	2011/4 yrs.	Yes
Jim Stailey, EDC, PISD	2013/2 yrs.	No
Brigitte Baker, CDC, Place 1	2011/4 yrs.	Yes
Gerald Dotson, CDC, Place 2	2013/2 yrs.	Resigned
Steve Deffibaugh, CDC, Place 6	2007/8 yrs.	No
David Kleiber, CDC, Place 7	2013/2 yrs.	Yes
Noah Peters, P&Z, Place 2	2014/1 yr.	Yes
Vacant, P&Z, Place 1	-----	-----
David Kleiber, Parks & Rec, Place 1	2013/2 yrs.	Yes
Mark DeLaney, Parks & Rec, Place 2	2012/3 yrs.	Yes
Nathan Council, Library, Place 1	2014/1 yr.	Yes
Kimberly McGovern, Library, Place 2	2015/ -1 yr.	Yes

2015-189 Resolution

Discussion and possible action regarding a Resolution for an Impact Fee and Capital Improvement study and update of the water/wastewater and streets.

2015-190 Resolution

Discussion and possible action regarding a Resolution for the Hazelwood sewer line replacement.

2015-191 Resolution

Discussion and possible action regarding a Resolution for the creation of a Storm Water Utility.

2015-192 Resolution

Discussion and possible action regarding a Resolution distributing six (6) votes for the election of Appraisal District Board of Directors for 2016-2018.

2015-193 Future Agenda Items

Possible action to approve request for items to be placed on a future agenda and NOT for discussion of these requests.

REPORT AGENDA

City Manager

- 1st Street
- Street Sweeper
- Bond Closing

City Council reports about items of community interest regarding which no action will be taken.

EXECUTIVE SESSION

Executive Session: Under terms of Chapter 551 of Texas Government Code the City Council may enter into CLOSED SESSION or Executive Session to discuss the following:

Section 551.071 (2) Texas Government Code. Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter on any posted agenda items.

Section 551.072 Texas Government Code. Deliberate regarding the purchase, exchange, lease or value of real property.

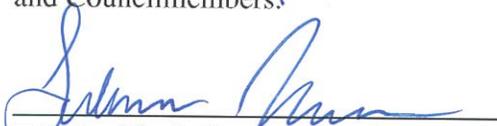
Section 551.087 Texas Government Code. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City of Princeton and with which the Board is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). Public Improvement District and Tax Increment Reinvestment Zone.

ACTION PERTAINING TO EXECUTIVE SESSION

ADJOURNMENT

CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Princeton City Hall on **November 6, 2015** @ 5:00 pm and copies thereof were delivered to the Mayor, Mayor Pro-Tempore and Councilmembers.



Tabatha Monk, Deputy City Secretary

STATEMENT FOR ADA COMPLIANCE

The City of Princeton acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e., sign interpretation services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Princeton sponsored public programs, services and/or meetings, the City requests the individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Lesia Thornhill, City Secretary, or other designated official at 972-734-2416. The City council reserves the right to consult in executive session with its attorney and to receive legal advice regarding any item listed on this agenda pursuant to Section 551.071(b).

Minutes

The City of Princeton

Special City Council Meeting of October 13, 2015

The City Council of the City of Princeton, Texas, met in Special Session in the Council Chamber of City Hall on October 13, 2015 at 7:00 p.m.

The following Councilmembers were present: Mayor Ken Bowers, Mayor Pro Tempore Steve Deffibaugh, Councilmember John-Mark Caldwell, Councilmember Bill Glass and Councilmember David Kleiber. The following Staff Members were present: City Manager Derek Borg, Assistant City Manager/City Secretary Lesia Thornhill, Deputy City Secretary/PIO Tabatha Monk, Lieutenant Rob Michnick, Director of Public Works Tommy Mapp and Officer Jeremy Watts.

Mayor **Bowers** called the **City Council Meeting to order at 7:02 PM.**

Mayor **Bowers** called roll, present were Councilmembers **Caldwell, Kleiber, Glass,** Mayor Pro Tempore **Deffibaugh** and Mayor **Bowers.**

Mayor **Bowers** then asked Pastor Kathy Partridge of the United Methodist Church to lead the Council and audience in the invocation.

Mayor **Bowers** then led the Council and audience in the Pledge of Allegiance.

Mayor **Bowers** then announced **Citizen Appearance.** Mr. & Mrs. Timothy Lucky spoke.

Mayor **Bowers** then announced the Consent Agenda: All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so request, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. "Discussion and possible action

regarding the minutes of the September 28, 2015, Special City Council meeting”, “Discussion and possible action regarding an ordinance designating the Princeton Herald as the City’s official newspaper”, “Discussion and possible action regarding an Individual Project Order (IPO) #16 for engineering services between the City of Princeton and Kimley Horn”. Mayor Pro Tempore **Deffibaugh made a motion to approve the Consent Agenda**. Councilmember **Caldwell seconded the motion**. The **motion carried unanimously**.

Mayor **Bowers** then announced the first item under the Special Agenda: **(2015-165)** “Presentation of a Proclamation for the American Diabetes Association”. No action.

Mayor **Bowers** then announced the second item under the Special Agenda: **(2015-166)** “Presentation of a Proclamation recognizing the month of October as Breast Cancer Awareness month”. No action.

Mayor **Bowers** then announced the third item under the Special Agenda: **(2015-167)** “Presentation of a Proclamation recognizing the week of October 4 – 10 as Fire Prevention week”. No action.

Mayor **Bowers** then announced the fourth item under the Special Agenda: **(2015-168)** “Presentation of a Proclamation recognizing the October 10, 2015 as National Night Out in Princeton”. No action.

Mayor **Bowers** then announced the fifth item under the Special Agenda: **(2015-169)** “Discussion and possible action regarding a Resolution of the City Council of the City of Princeton, Texas calling a public hearing and directing publication of notice of the public”. Mayor Pro Tempore **Deffibaugh made a motion to approve the Resolution**

calling for the public hearing. Councilmember Glass seconded the motion. The motion carried unanimously.

Mayor **Bowers** then announced the sixth item under the Special Agenda: **(2015-170)** "Discussion and possible action regarding an Ordinance to increase the wastewater rates for the City of Princeton and a presentation by Dan Jackson regarding the rate study". No action.

Mayor **Bowers** then announced the seventh item under the Special Agenda: **(2015-171)** "Discussion and possible action regarding a request from Councilmember Glass for an update on the Safer Routes to School Grant". No action.

Mayor **Bowers** then announced the eighth item under the Special Agenda: **(2015-172)** "Discussion and possible action regarding a request from Councilmember Glass for no parking signs to be placed in the 1300 Block of Riviera". Councilmember **Glass** made a motion to approve 4 no parking signs. Councilmember **Glass** then retracted his motion. Councilmember **Glass** made a motion to approve three no parking signs to be placed on the west side of the street. Councilmember **Caldwell** seconded the motion. The motion carried unanimously.

Mayor **Bowers** then announced the ninth item under the Special Agenda: **(2015-173)** "Discussion and possible action regarding a request from Councilmember Caldwell for no parking signs to be placed on Bois D Arc". Councilmember **Caldwell** made a motion to place no parking signs on both sides of Bois D Arc all the way up to Caldwell Street and to specify no parking during school zone hours. Mayor Pro Tempore **Deffibaugh** seconded the motion. The motion carried unanimously.

Mayor **Bowers** then announced the tenth item under the Special Agenda: **(2015-174)** "Discussion and possible action regarding the speed limit on Monte Carlo Boulevard". Mayor Pro Tempore **Deffibaugh** made a motion to change the speed limit down Monte Carlo Boulevard from 45 mph to 40 mph and to change the school zone speed limit to 25 mph and to replace school zone signs with new flashing lights. Councilmember **Caldwell** seconded the motion. The motion carried unanimously.

Mayor **Bowers** then announced the eleventh item under the Special Agenda: **(2015-175)** "Discussion and possible action regarding the meeting dates for the remainder of the calendar year 2015: October 26 regular (if needed), November 9 regular meeting, November 12 special to canvass (if needed), December 14 regular meeting". No action.

Mayor **Bowers** then announced the twelfth item under the Special Agenda: **(2015-176)** "Discussion and possible action regarding the equipment that is placed on the new water tower". No action.

Mayor **Bowers** then announced the thirteenth item under the Special Agenda: **(2015-177)** "Discussion and possible action regarding some amendments to the sign ordinance as was requested by the City Council". No action.

Mayor **Bowers** then announced the fourteenth item under the Special Agenda: **(2015-178)** "Possible action to approve request for items to be placed on a future agenda and NOT for discussion of these requests. No request.

Mayor **Bowers** then announced the first item under the Report Agenda: City Manager, updated on the Fall Festival and progress of Beauchamp Boulevard South.

Mayor **Bowers** then announced the second item under the Report Agenda: Mayor **Bowers** restated what Mayor Pro Tempore **Deffibaugh** said earlier about “change time change batteries”.

Mayor **Bowers** announced the Council would adjourn into Executive Session citing the following: Section 551.071 (2) “Texas Government Code” Consultation with City Attorney. Section 551.072, “Texas Government Code” Deliberate regarding the purchase, exchange, lease or value of real property. Section 551.087 “Texas Government Code” Discuss or deliberate Economic Development Negotiations.

Mayor **Bowers** adjourned into Executive Session at 9:17 p.m.

Mayor **Bowers** reconvened into Special Session at 9:56 p.m.

Mayor **Bowers** then announced “Action pertaining to the Executive Session”. No action.

Councilmember **Glass** made a motion to adjourn. Councilmember **Kleiber** seconded the motion. The motion carried unanimously.

Mayor **Bowers** adjourned the meeting at 9:56 p.m.

John Mark Caldwell, Mayor

ATTEST:

Lesia Thornhill, City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

**MASTER AGREEMENT
GOVERNING
LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENTS**

THIS MASTER AGREEMENT (MAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation hereinafter called the "State", and the City of Princeton, acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (MAP-21) codified under Title 23 U.S.C. Section 101 et seq., authorizes transportation programs to meet the challenges of improving safety, maintaining infrastructure condition, reducing traffic congestion, improving efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery; and

WHEREAS, MAP-21 establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the governing terms of this Master Agreement will provide for efficient and effective contract administration of the types of Local Project Advance Funding Agreements (LPAFA) listed in Attachment A; and,

WHEREAS, the Texas Government Code, Section 441.189 allows any state record to be created or stored electronically in accordance with standards and procedures adopted as administrative rules of the Texas State Library and Archives Commission; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Master Agreement by resolution or ordinance, which is attached hereto and made a part of this Master Agreement as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreements

This Master Agreement and the Local Project Advance Funding Agreements (LPAFAs) subject to this Master Agreement become effective when signed by the last party whose signing makes the respective agreements fully executed. This Master Agreement shall remain in effect until terminated as provided in Article 2.

2. Termination of this Master Agreement

This agreement may be terminated by any of the following conditions:

- a. by mutual written consent and agreement of all parties.
- b. by any party with 90 days written notice. If this Master Agreement is terminated under this clause, all existing, fully executed LPAFAs made under this Master Agreement shall automatically incorporate all the provisions of this Master Agreement.
- c. by either party, upon the failure of the other party to fulfill the obligations as set forth in this Master Agreement.

3. Termination of the Local Project Advance Funding Agreement (LPAFA)

An LPAFA shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the agreement is terminated in writing with the mutual consent of the parties, or;
- b. because of a breach of this Master Agreement or a breach of the Local Project Advance Funding Agreement. Any cost incurred due to a breach of contract shall be paid by the breaching party.
- c. After the PS&E the local government may elect not to provide the funding and the project does not proceed because of insufficient funds, in which case, the local government agrees to reimburse the State for its reasonable actual costs incurred during the project.
- d. Conditions for termination as specified in the LPAFA are fulfilled.

4. Amendments

- a. Amendment of this Master Agreement by Notice with Mutual Consent: The State may notify the Local Government of changes in this Master Agreement resulting from changes in federal or state laws or rules or regulations and these changes in the Master Agreement shall be incorporated into this agreement unless the State is notified by the Local Government within 60 days. From time to time, the State may issue numbered restatements of this MAFA to wholly reflect its amendments.
- b. This Master Agreement may be amended due to changes in the agreement or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.
- c. The notice of amendment and the amendment to this Master Agreement may be in an electronic form to the extent permitted by law and after a prior written consent of the parties to this agreement is made.
- d. Amendments to the LPAFAs due to changes in the character of the work or terms of the agreement, or responsibilities of the parties relating to a specific project governed under this Master Agreement may be enacted through a mutually agreed upon, written amendment to the LPAFA.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Utilities

If the required right of way encroaches upon existing utilities and the proposed project requires their adjustment, removal or relocation, the Local Government will be responsible for determining the scope of utility work and notify the appropriate utility company to schedule adjustments, unless specified otherwise in a specific LPAFA under other provisions of this MAFA.

The Local Government shall be responsible for the adjustment, removal or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies and procedures. This includes, but is not limited to: 43 TAC §15.55 relating to Construction Cost Participation; 43 TAC §21.21 relating to State Participation in Relocation, Adjustment, and/or Removal of Utilities; and, 43 TAC§ 21.31 et seq. relating to Utility Accommodation. The Local Government will be responsible for all costs associated with additional adjustment, removal, or relocation during the construction of the project, unless this work is provided by the owners of the utility facilities:

- a. per agreement;
- b. per all applicable statutes or rules, or;
- c. as specified otherwise in a LPAFA.

Prior to letting a construction contract for a local project, a utility certification must be made available to the State upon request stating that all utilities needing to be adjusted for completion of the construction activity have been adjusted.

7. Environmental Assessment and Mitigation

Development of a local transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement, unless provided for otherwise in the specific project agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation, unless provided for otherwise in the specific project agreement.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, unless provided for otherwise in the specific project agreement.
- d. The Local Government shall provide the State with written certification from appropriate regulatory agency(ies) that identified environmental problems have been remediated, unless provided for otherwise in the specific project agreement.
- e. Before the advertisement of bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency of agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this Master Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Any party to this contract may have responsibility for effecting the performance of architectural and engineering services. Or, the parties may agree to be individually responsible for portions of this work. The LPAFA shall define the party responsible for performance of this work.

Master Advance Funding Agreement

The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*, and the special specifications and special provisions related thereto, unless specifically stated otherwise in the LPAFA and approved by the State.

In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

10. Construction Responsibilities

- a. Unless specifically provided for otherwise in the LPAFA, the State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- b. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
- c. All contract change order review and approval procedures must be approved by the State prior to start of construction.
- d. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- e. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Part B.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in the LPAFA or other prior existing maintenance agreement with the Local Government.

12. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project will be clearly stated in the local project agreement. The expected cash contributions from the federal, state, Local Governments or other parties will be clearly stated. The State will pay for only those project costs that have been approved by the Texas Transportation Commission.
- b. A project cost estimate showing the estimated contributions in kind or in cash for each major area of the local project will be provided in the LPAFA. This project cost estimate will show how necessary resources for completing the project will be provided by major cost categories. These categories include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

Master Advance Funding Agreement

- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. Federal share of the project will be reimbursed to the local government on a cost basis.
- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project in excess of the approved local project budget, unless otherwise provided for in the LPAFA.
- e. Following execution of the LPAFA, but prior to the performance of any review work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in the LPAFA. The Local Government will pay at a minimum its funding share for the estimated cost of preliminary engineering for the project, unless otherwise provided for in the LPAFA.
- f. Sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs, unless otherwise provided for in the LPAFA.
- g. Upon completion of the Project, the State will perform an audit of the local project costs. Any funds due to the Local Government, the State, or the Federal government will be promptly paid by the owing party.
- h. The State will not pay interest on any funds provided by the Local Government.
- i. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this agreement is terminated at the request of the Local Government prior to completion of the project.
- j. If the local project has been approved for a "specified percentage" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the LPAFA will clearly state the amount of the specified percentage or the incremental payment schedule.
- k. The Texas Comptroller of Public Accounts has determined that certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. The LPAFA will reflect adjustments to the standard financing arrangement based on this designation.
- l. The State will not execute the contract for the construction of a local project until the required funding has been made available by the Local Government in accordance with the LPAFA.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property, unless the State agrees to participate in the provision of right of way under the procedures described herein as parts A and B of this provision.

Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

If the Local Government is the owner of any part of a project site under an LPAFA, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work under the LPAFA.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

Master Advance Funding Agreement

If the local government purchases right of way for a local government street, title will be acquired in the name of the local government in accordance with applicable laws unless specifically stated otherwise in the LPAFA and approved by the State.

If the State participates in the purchase of right of way for the state, it will be under the processes established in the following paragraphs A or B, and the selected option shall be specified in the LPAFA.

A. Purchase By the State for the State

The State will assume responsibility for acquisition of all necessary right of way for the highway project. The Local Government will voluntarily contribute to the State funds equal to ten (10) percent of the cost of the right of way for the proper development and construction of the state highway system and shall transmit to the State a warrant or check payable to the Texas Department of Transportation when notified by the State of the estimated cost of the right of way. If the amount is found insufficient to pay the Local Government's obligation, then the Local Government, upon request of the State, will supplement this amount in such amount as requested by the State. Upon completion of the highway project and in the event the total amount paid by the Local Government is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the Local Government. Cost of the right of way by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

B. Purchase by the Local Government for the State

Purchase: Right of way purchases shall be a joint effort of the State and the Local Government. Acquisition of right of way shall be in accordance with the terms of this agreement and in accordance with applicable Federal and State laws governing the acquisition policies for acquiring real property. The State agrees to reimburse the Local Government for its share of the cost of such right of way providing acquisition when it has been authorized to proceed by the State.

Location Surveys and Preparation of Right of Way Data: The State, without cost to the Local Government, will do the necessary preliminary engineering and title investigation in order to supply to the Local Government the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The Local Government agrees to make a determination of property values for each right of way parcel by methods acceptable to the Local Government and to submit to the State's District Office a tabulation of the values so determined, signed by the appropriate Local Government representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any), and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the Local Government at its expense without cost participation by the State. The State will review the data submitted and may base its reimbursement on the values which are determined by this review. The State, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by State employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for State reimbursement. If at any stage of the project development it is determined by mutual-agreement between the

Master Advance Funding Agreement

State and Local Government that the requirement for the Local Government to submit to the State property value determinations for any part of the required right of way should be waived, the Local Government will make appropriate written notice to the State of such waiver, such notice to be acknowledged in writing by the State. In instances of such waiver, the State by its due processes and at its own expense will make a determination of values to constitute the basis for State reimbursement.

Negotiations: The State will notify the Local Government as soon as possible as to the State's determination of value. Negotiation and settlement with the property owner will be the responsibility of the Local Government without participation by the State; however, the Local Government will notify the State immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The Local Government will deliver properly executed instruments of conveyance which together with any curative instruments found to be necessary as a result of the State's title investigation will be properly vest title in the State for each right of way parcel involved. The costs incidental to negotiation and the costs of recording the right of way instruments will be the responsibility of the Local Government. The cost of title investigation will be the responsibility of the State.

Condemnation: Condemnation proceedings will be initiated at a time selected by the Local Government and will be the Local Government's responsibility at its own expense except as hereinafter indicated. The Local Government will obtain from the State without cost current title information and engineering data at the time condemnation are to be indicated. Except as hereinafter set forth the Local Government will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the State, and in each case so filed the judgment of the court will decree title to the property condemned to the State. The Local Government may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the Local Government's name for the State must comply with requirements set forth in the engineering data and title investigation previously furnished to the Local Government by the State at such time as the Local Government conveys said property to the State.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the State or Local Government in condemnation proceedings conducted on behalf of the State and fees incident thereto will be paid by the Local Government. Such costs and fees, with the exception of recording fees, will be eligible for ninety (90) percent State reimbursement under the established reimbursement procedure provided such costs and fees are eligible for payment by the State under existing law. Where the Local Government uses the State's appraisers employed on a fee basis in Special Commissioners' hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the Local Government, but will be eligible for ninety (90) percent State reimbursement under established procedure provided prior approval for such appraiser has been obtained from the State. The fee paid the appraiser by the Local Government shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the State.

Excess Takings: In the event the Local Government desires to acquire land in excess of that requested by the State for right of way purposes, the State's cost participation will be limited to the property needed for its purposes. If the Local Government elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in

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one eminent domain proceeding, the property involved will be acquired in the name of the Local Government and that portion requested by the State for right of way will be separately conveyed to the State by the Local Government. When acquired by negotiation, the State's participation will be based on the State's approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the Local Government. When acquired by condemnation, the State's participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the State's approved value to the State's predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the State's approved value will include the amounts by which the upper limit of State participation will be reduced for the retention. It is further agreed that the upper limit for the State's participation in the Local Government's cost for an improved parcel will be reduced as shown in the State's approved value where the owner retains an improvement which is to be moved by either the Local Government or the owner. In the event improvements, which are, in whole or part, a part of the right of way taking are not retained by the owner; title is to be secured in the name of the State.

The State will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the State's value is established on this basis and provided that title to the entire structure is taken in the name of the State. The State shall dispose of all improvements acquired. The net revenue derived by the State from the disposition of any improvements sold through the Texas Facilities Commission will be credited to the cost of the right of way procured and shared with the Local Government.

Relocation of Utilities on Acquired State Right of Way: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the State will establish the necessity for the utility work. State participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the Local Government's certification that the work has been completed and will be made in an amount equal to ninety (90) percent of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the State establishes the eligibility of the utility work and enters into a three-party agreement, with the owners of the utility facilities and the Local Government, which sets forth the exact lump sum amount of reimbursement, based on a prior appraisal. The utility will be reimbursed by the Local Government after proper certification by the utility that the work has been done, said reimbursement to be the basis of the prior lump sum agreement. The State will reimburse the Local Government in an amount equal to ninety (90) percent of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed \$20,000, except as specifically approved by the State. In those cases where a single operation is estimated to exceed \$20,000 the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for State reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The Local Government may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the Local Government may do the fencing on the property owner's remaining property.

Where the Local Government performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. State participation in the Local Government's cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The State will be given credit for any salvaged fencing material and will not participate in any overhead costs of the Local Government.

If State participation is to be requested on the lump sum basis, the State and the Local Government will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed \$20,000, except as specifically approved by the State. In the event the cost of the fencing is estimated to exceed \$20,000, the transaction will be brought to the attention of the State for determination of proper handling based upon the circumstances involved.

Reimbursement: The State will reimburse the Local Government for right of way acquired after the date of this agreement in amount not to exceed ninety (90) percent of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The State's reimbursement will be in the amount of ninety (90) percent of the State's predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation," the participation by the State shall be based on the final judgment, conditioned upon the State having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The State shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the State and the Local Government as provided in other sections of this agreement. If a lump sum fencing or utility adjustment agreement has been executed, the State will reimburse the Local Government in the amount of ninety (90) percent of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the Local Government prefers not to execute a lump sum agreement for either fencing or utility adjustments, the State will reimburse on the actual cost of such fencing or adjustments. The Local Government's request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the State which is needed and not yet dedicated, in use or previously acquired in the name of the State or Local Government for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the State.

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It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the State and the Local Government.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City Manager City of Princeton 123 W. Princeton Drive Princeton, Texas 75407	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street , Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the state in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to the agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Lobbying Certification

In executing this Master Agreement, each signatory certifies to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts

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under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

By executing a LPAFA under this Master Agreement, the parties reaffirm this lobbying certification with respect to the individual projects and reaffirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Signatory Warranty

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT – CITY OF PRINCETON

By: _____
Derek Borg
City Manager

Date: _____

THE STATE OF TEXAS

By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date: _____

ATTACHMENT A

TYPES OF LPAFA FUNDING CATEGORIES UNDER THE MAFA

Federal Categories	Prefix	Federal Categories	Prefix
Interstate		Demonstration Projects	
Interstate	I	Hi Priority Corridor on NHS	DPR
Interstate Maintenance	IM	Rural Access Projects	DPR
Interstate 4R Discretionary	IDR	Innovative Projects	DPI
Interstate Constr. Discretionary	ID	Priority Intermodal Projects	DPM
		Congestion Corridor	IVH/ITS
Bridges		High Priority Projects	HP
Bridge Repair/Rehab On-System	BR/BH		
		Other	
National Highway System	NH		
Surface Transportation Program		Forest Highways	FH
Urban Mobility/Rehab	STP-UM		
<i>Areas < 200,000</i>		STATE CATEGORIES	
Enhancement	STP-TE		
Metro Mobility/Rehab	STP-MM	Preventive Maintenance	CPM
<i>Urban Mobility/Rehab</i>		Farm-to-Market/Farm-to-Market Rehab	A/AR
Urban & Rural Rehabilitation	STP-R	District Discretionary	CD
Rural Mobility Rehab	STP-RM	State Funded Rehab	C
Rail-Hwy Crossing Protective Devices	STP-RXP	Park Road	C
Rail-Hwy Crossing Hazard Elimination	STP-RXH	State Funded Mobility	C
Railroad grade Separations	STP-RGS	PASS/PASS Metro Match	C
Safety-Hazard Elimination	STP-HES	Traffic Signals, Signing & Pavement Markings	C
		Miscellaneous	C
Congestion Mitigation & Air Quality	CM	Railroad Replanking	CRX
		State Funded Landscape	C/CL
Donor State Bonus*			CLM
Any Area	DB	State Urban Street	CUS
<i>Areas >200,000</i>	DBM		
<i>Areas <200,000</i>	DBU	Others per LPAFA exception	
Minimum Guarantee		Off-System Bridges Program	BROX
*ISTEA Funding Categories – Not Re-established in TEA 21			

ATTACHMENT B
RESOLUTION OR ORDINANCE

CSJ: 0918-24-215; Fed. # STP: ()TP
District #: 18-Dallas
Code Chart 64#: 34100
Project: Safe Routes to School
Limits: at Various School Locations
FHWA CFDA #: 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT
A
Metropolitan Planning Organization Selected Project
Off System**

This Advance Funding Agreement for a Transportation Alternatives Project (“**Agreement**”) is made between the State of Texas (“**State**”), acting through the Texas Department of Transportation, and the City of Princeton (“**Local Government**”), acting through its duly authorized officials.

BACKGROUND

Local Government prepared and submitted to State a nomination form for consideration under the Transportation Alternatives Program (“**TAP**”) for the project, which is briefly described as Safe Routes to School (“**Project**”).

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and metropolitan planning organizations develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission (“**Commission**”) passed Minute Order Number 114264 (“**MO**”) dated May 28, 2015 awarding funding for projects in the 2014 TAP Program Call of the, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- 1.1.** Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.
- 1.2.** Period of Performance.
- a. Non-Construction Projects.
 1. Performance Period begins with the issuance of Federal Project Authorization Agreement (“FPAA”) (i.e., the obligation of federal funds) by the Federal Highway Administration (“FHWA”).
 2. Performance Period ends on N/A.
 - b. Construction-Related Projects.
 1. Performance Period begins with the issuance of Construction FPAA by the FHWA.
 2. Performance Period ends **three years** following issuance of Construction FPAA.

2. Termination of the Agreement

- 2.1.** The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of State under this Agreement and may be terminated by any of the following conditions:
- a. By mutual written consent and agreement of all parties;
 - b. By any party with 90 days written notice; or
 - c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- 2.2.** If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- 2.3.** If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State’s cost accounting system and with 2 CFR Part 200 recapture requirements.
- 2.4.** A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
- a. Local Government fails to satisfy any requirements of the program rules cited as 43 Tex. Admin. Code Subchapter 11.F.
 - b. The implementation of Project would involve significant deviation from the activities as proposed in the nomination form and approved by the Texas Transportation Commission.
 - c. Local Government withdraws from participation in Project.

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- d. A construction contract has not been awarded or construction has not been initiated within three years after the date Commission selected Project.
 - e. State determines that federal funding may be lost due to Project not being implemented and completed.
 - f. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 - g. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
 - h. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- 2.5. State, at its sole discretion, may terminate this Agreement if not State does not receive project invoice within 120 days of Construction FPAA.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of the construction of three phases of approximately 3400 linear-feet of sidewalk and crosswalk improvements. The proposed 5-foot wide sidewalk is within the existing right of way and the crosswalk improvements will include advance warning signs and pavement markings. Phase I of the Project will include crosswalk improvements along W. College Avenue to provide direct access to approximately two dozen residential properties and Lacy Elementary School and the Community Park; and indirect access to over 200 homes within a quarter mile walking radius of project. The existing roadway is a two-lane section with 12-foot lanes without shoulders and bar ditches. The driveways along the north-side are a mix of gravel and broken asphalt. Phase II of the Project will connect a pedestrian pathway (sidewalk) to Downtown along McKinney Avenue and Sixth Street. Downtown reinvestment efforts and a residential development provide the sidewalk on the either end of Phase II. The existing roadways are roads with 12-foot lanes, without shoulders and bar ditches. Phase III of the Project will provide for the construction of sidewalks beginning at the northeast corner of Fourth Street (FM 75) and US 380 and extends east approximately 2,650 feet along US 380 to the High School. The Local Government shall be 100% responsible for Phase III improvements. The Project will create safer connections and a walkable community for pedestrian accessing the City's major attractions including two elementary schools, Downtown and the Community Park .
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

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5. Right of Way and Real Property Acquisition

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- 5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use in the name of Local Government to the real property required for development of Project. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- 5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- 5.5. Local Government shall determine of property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6. Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.

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- 5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- 5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11. Local governments receiving federal funds must retain an inventory of funded items and monitor projects in accordance with 23 CFR Part 710 and 49 CFR § 18.82, and with the procedures provided in State's Local Government Project Procedures manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate.
 - a. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time.
 - b. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- 5.12. 45 days prior to any construction contract let date, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Local Government will not be reimbursed with federal or state funds for the cost of required utility work, unless specified in the Transportation Alternatives Program Nomination Form ("TAP Form") and approved by State. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: the activity is required to complete Project; the cost is incidental to Project, and TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

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7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State.
- 7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- 7.4. 45 days prior to any construction contract let date, Local Government shall provide a certification to State that all environmental problems have been remediated. Additionally, before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("TAS") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("ADA").

9. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. Architectural and Engineering Services are not eligible for TAP reimbursement in the Statewide TAP Program.

- 9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

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- 9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review anytime prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- 9.3. When architectural and engineering services are provided by or through State, then the following applies:
- State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate fully with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities

- 10.1. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- 10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
- 10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- 10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

- 11.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA

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as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- 11.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 11.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 11.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

12. Local Project Sources and Uses of Funds

- 12.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- 12.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.

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- 12.3.** The Project budget and source of funds estimate based on the budget provided in the TAP Form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement (“FPAA”), or other federal documents.
- 12.4.** Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project’s estimated budget and any operating or maintenance expenses.
- 12.5.** State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to project selection by the Texas Transportation Commission and approval by State to proceed are not eligible for reimbursement.
- 12.6.** Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State’s estimated construction oversight and construction cost.
- 12.7.** In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State’s written notification.
- 12.8.** Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the “Texas Department of Transportation.” The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 12.9.** Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government’s contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.
- 12.10.** In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State’s notification.
- 12.11.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through

negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

- 12.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 12.13. State will not pay interest on any funds provided by Local Government.
- 12.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 12.15. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 12.16. If Local government is an Economically Disadvantaged County (“EDC”) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

13. Notices

- 13.1. All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City Manager	Director of Contract Services Office
City of Princeton	Texas Department of Transportation
123 W. Princeton Drive	125 E. 11 th Street
Princeton, Texas 75407	Austin, TX 78701-2483

- 13.2. All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

15. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

17. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to State, Local Government, and, if federally funded, the FHWA, and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four

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years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, State, Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

Local Government shall comply with the regulations of the U. S. Department of Transportation (“DOT”) as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled “Equal Employment Opportunity,” as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

- 24.1.** The parties shall comply with the Disadvantaged Business Enterprise (“DBE”) Program requirements established in 49 CFR Part 26.
- 24.2.** Local Government shall adopt, in its totality, State’s federally approved DBE program.
- 24.3.** Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- 24.4.** Local Government shall follow all other parts of State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- 24.5.** Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- 24.6.** Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 26.1.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 26.2.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 26.3.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

- 27.1.** Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.
- 27.2.** For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

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28. Federal Funding Accountability and Transparency Act Requirements

28.1. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

28.2. Local Government agrees that it shall:

- a. Obtain and provide to State a System for Award Management ("SAM") number (Federal Acquisition Regulation ("FAR") Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
- b. Obtain and provide to State a Data Universal Numbering System ("DUNS") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report the total compensation and names of its top five executives to State if:
 1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

29.1. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

29.2. If threshold expenditures are met during Local Government's fiscal year, Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.

29.3. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____.

29.4. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

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30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated opposite that party's signature.

CITY OF PRINCETON

Date: _____

By: _____

Derek Borg
City Manager

THE STATE OF TEXAS

Date: _____

By: _____

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

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ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

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ATTACHMENT B
PROJECT LOCATION MAP

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ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / LG Lets Project to Construction

Description of Project Costs to be Incurred	Total Project Cost Estimate	Work Performed by Local Government ("LG")				Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		Federal Participation		State Participation			
		%	Cost	%	Cost		
Planning/Maps/Education/Non-CST	\$0	0%	\$0	0%	\$0	100%	\$0
Preliminary Engineering (Phases I & II)	\$135,000	80%	\$108,000	0%	\$0	20%	\$27,000
Preliminary Engineering (Phase III)	\$5,000	0%	\$0	0%	\$0	100%	\$5,000
Environmental Cost	\$0	0%	\$0	0%	\$0	100%	\$0
Right of Way	\$0	0%	\$0	0%	\$0	100%	\$0
Utilities	\$0	0%	\$0	0%	\$0	100%	\$0
Construction(Phases I & II)	\$343,260	80%	\$274,608	0%	\$0	20%	\$68,652
Construction (Phase III)	\$140,000	0%	\$0	0%	\$0	100%	\$140,000
In-kind donation Value <small>(Add to Total Project Cost - 20% Maximum value)</small>	\$0	0%	\$0	0%	\$0	0%	\$0
Work by LG Subtotal	\$623,260		\$382,608		\$0		\$ 240,652
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Right of Way ³	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ²	\$0	0%	\$0	0%	\$0	0%	\$0
Construction ²	\$0	0%	\$0	0%	\$0	0%	\$0
Work by State Subtotal	\$0		\$0		\$0		\$0

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Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight									
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation		State Participation		Local Government (LG) Participation			
		Includes additional percentage for TDC apportionment where applicable	%	Cost	%	Cost	Includes any EDC reduction where applicable	Cost	
Preliminary Engineering ¹	\$8,968	80%		\$7,174	0%	\$0	20%	\$1,794	
Environmental Cost ¹	\$8,968	80%		\$7,174	0%	\$0	20%	\$1,794	
Right of Way ¹	\$8,967	80%		\$7,174	0%	\$0	20%	\$1,793	
Utilities ¹	\$8,967	80%		\$7,174	0%	\$0	20%	\$1,793	
Construction ²	\$35,870	80%		\$28,696	0%	\$0	20%	\$7,174	
Subtotal Direct State Costs	\$71,740			\$57,392		\$0		\$14,348	
Indirect State Costs @ 5.74%	\$35,775	0%		\$0	100%	\$35,775	0%	\$0	
TOTAL PARTICIPATION	\$730,775			\$440,000		\$35,775		\$255,000	
In-kind Contribution Credit Applied							0%	\$0	
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION								\$0	

The estimated total participation by Local Government is **\$255,000** plus 100% of overruns.

Total estimated payment by Local Government to State is **\$14,348**

¹Local Government's first payment of **\$7,174** is due to State within 30 days from execution of this LPAFA.

²Local Government's second payment of **\$7,174** is due to State within 60 days prior to the Construction contract being advertised for bids.

³If ROW is to be acquired by State; Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20 percent or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate only, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for the Project are \$440,000 (80% of the Project Total Federal Funding Share of \$550,000)

THE STATE OF TEXAS

COUNTY OF COLLIN

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF COLLIN
AND THE CITY OF PRINCETON
REGARDING THE PRINCETON COMMUNITY LIBRARY**

I.

This agreement is made and entered by and between Collin County, a political subdivision of the State of Texas, hereinafter referred to as the “**COUNTY**” and the City of Princeton, a political subdivision of the State of Texas; hereinafter referred to as the “**CITY**”.

II.

The **COUNTY** and **CITY** agree as follows:

The **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County.

The **CITY** is a duly organized political subdivision of the State of Texas engaged in the administration of City Government and related services for the benefit of the citizens and residents of the City of Princeton.

The Princeton Community Library, hereinafter referred to as the “**Library**”, is a department of the City established by the City Council for administering and providing library services for the general public in Princeton and Collin County, Texas.

The undersigned officers or agents of the **COUNTY** and the **CITY** are properly authorized officials and agents and each has the necessary authority to execute this contract on behalf of the **COUNTY** and **CITY** and that any necessary resolutions or orders extending said authority has been duly passed and are now in full force and effect.

The **COUNTY** agrees to fund the **CITY** for the benefit of the **LIBRARY** in the amount of \$17,597.76 for the 2016 fiscal year (October 2015 through September 2016) of the **COUNTY**, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **CITY** will provide the following services to the citizens of Collin County for the year of 2016:

The **LIBRARY** shall continue to provide full library services for residents of Collin County, Texas, without distinction between those who reside within or without an incorporated area of the county. "Full library services" shall mean access to all library materials made available to Princeton residents. Notwithstanding the foregoing, City reserves the right to adopt and enforce rules and regulations regarding the use of the library facilities which make reasonable distinctions between Princeton residents and non-residents. City may promulgate rules regarding general access to library materials, including internet access, in its sole discretion.

The **LIBRARY** shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by the **LIBRARY** and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

All funds provided to the **CITY** by the **COUNTY** shall be used solely for library services to the public.

The **CITY** shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures related to the Library and shall permit inspection and copying of said records by

authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

The **CITY** shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided that matters and records deemed confidential by law shall not be compromised.

For the aforementioned services provided by the **CITY**, the **COUNTY** agrees to pay to the **CITY** for the full performance of this agreement the annual amount of \$17,597.76; to be paid on a quarterly basis. The **CITY** understands and agrees that payment by the **COUNTY** to the **CITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY**, and in conformance with applicable state law.

Neither of the parties to this agreement waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The **CITY** is not given authority by this contract to place the **COUNTY** under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the **COUNTY** for the purpose of incurring liability. The **CITY** does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the **COUNTY**.

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

COLLIN COUNTY

SIGNATURE: _____
Keith Self, Collin County Judge

Date

CITY OF PRINCETON

SIGNATURE: _____

Date

PRINT NAME: _____

TITLE: _____

ORDINANCE NO. 2015-11-09

**AN ORDINANCE OF THE CITY OF PRINCETON, TEXAS,
APPROVING THE TAX ROLL FOR FISCAL YEAR 2015;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, under V. T. C. A. Tax Code Section 26.09 (e), on receipt of notice of the tax rate for the current year, the assessor for a taxing unit shall calculate the tax imposed on each property included on the appraisal roll for the unit; and

WHEREAS, under V. T. C. A. Tax Code Section 26.09 (e), the tax assessor for the City is required to calculate and enter the amount of tax in the appropriate roll and submit it to the governing body of the City for approval; and,

WHEREAS, a statement summary of said 2015 Tax Roll is attached hereto as Exhibit "A".

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

Section 1. The 2015 Appraisal Roll, as submitted by the City Tax Assessor, Collector and accepted by the City Council, is hereby accepted as the 2015 Tax Roll for the City.

Section 2. This ordinance shall become effective from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE
CITY OF PRINCETON, TEXAS THIS THE 9th DAY OF NOVEMBER, 2015.**

APPROVED:

John-Mark Caldwell, Mayor

ATTEST:

Lesia Thornhill, City Secretary

2015 TAX ROLL SUMMARY

24 - PRINCETON CITY

	Amount	Count
NUMBER OF ACCOUNTS		3,914
MARKET VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$2,235,572	
Improvement Non-Home Site	\$466,910	
ROLLCODE: PERSONAL		
Land	\$0	
Personal	\$20,188,825	
ROLLCODE: REAL		
Agriculture	\$52,181,632	
Improvement	\$267,914,998	
Improvement Non-Home Site	\$100,258,624	
Land	\$82,438,091	
Land Ag Land	\$461,104	
Land Non-Home Site	\$49,358,488	
	TOTAL MARKET VALUE	\$575,504,244
DEFERRALS		
Ag	\$52,181,632	59
	TOTAL DEFERRALS	\$52,181,632
EXEMPTIONS		
Absolute Exemption , XG , XG	\$101,545	2
Autos , XO , PPV , XO , PPV	\$2,065,916	20
Cap Adjustment , XT , XT	\$7,999,438	799
Disabled	\$1,564,284	65
Disabled Veteran	\$1,509,873	54
Energy , XR , XR	\$1,061,907	2
Miscellaneous , XV , XV	\$92,011,519	173
Nominal Value	\$5,996	22
Other, XF, XH, XU , XF, XH, XU, XF, XH, XU	\$92,498	4
Over 65	\$7,607,429	314
	TOTAL EXEMPTIONS	\$114,020,405
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS	\$166,202,037	
TOTAL MARKET VALUE	\$575,504,244	
TAXABLE VALUE	\$409,302,207	
TAX RATE	0.691886	
ROLLCODE: MOBILE HOME		
Levy	\$17,569.27	175
ROLLCODE: PERSONAL		
Levy	\$119,869.74	250
ROLLCODE: REAL		
Levy	\$2,674,247.62	3,489
	TOTAL LEVY	\$2,811,686.63
LEVY LOST DUE TO FROZEN	\$20,219.42	
OTHER LOST LEVY	\$0.00	
TOTAL LOST LEVY	\$20,219.42	

2015 TAX ROLL SUMMARY

24 - PRINCETON CITY

Calculation Analysis

	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	199,243.60	179,024.18		20,219.42	40,087,805	11,290,641	28,797,164
DV100 (Excl. Frozen)	0.00	0.00		0.00	369,907	351,036	18,871
Prorated (Excl. Frozen)	0.00	0.00		0.00	0	0	0
Other	2,632,662.45	2,632,662.45		0.00	535,046,532	154,560,360	380,486,172
Total	2,831,906.05	2,811,686.63		20,219.42	575,504,244	166,202,037	409,302,207
DV100 (Incl. Frozen)	0.00	0.00		0.00	744,223	718,837	25,386
Prorated (Incl. Frozen)	0.00	0.00		0.00	0	0	0

EXHIBIT
A

NOTICE OF PUBLIC HEARING ON THE CREATION OF A REINVESTMENT
ZONE

TAKE NOTICE that the City Council of the City of Princeton, Texas, shall convene at 7:00 P.M. on November 9, 2015, at its regular meeting place Princeton City Hall, 123 W Princeton Drive, Princeton, Texas 75407, and during such meeting, the City Council will hold a public hearing on the creation of Reinvestment Zone Number One, City of Princeton, and its benefits to the City and to property in the proposed zone, and adopting an ordinance providing for the creation of such tax increment reinvestment zone. The general impact of the proposed zone will be to increase the value of taxable properties through the construction of new public and private improvements. All interested persons may speak for or against the creation of the reinvestment zone, its boundaries, or the concept of tax increment financing. The owners of property within the proposed zone shall be given a reasonable opportunity to protest the inclusion of the property in the proposed reinvestment zone. Copies of the legal description of the proposed zone are available at the City Secretary's office at City Hall.

Proclamation

Whereas, the Municipal Court of Princeton, a time honored and vital part of local government,

Whereas, Municipal Courts in Texas hear more than 14 million criminal cases each year,

Whereas, Municipal Courts come into contact with more defendants than all other levels of the judiciary combined,

Whereas, there were 1,288 Municipal Judges in Texas as of September 2014 – more than in any other level of the Texas judiciary,

Whereas, Municipal Courts in Texas have 3,481 excellent staff members without whom Municipal Courts simply could not function,

Whereas, proportionally, Texas Municipal Judges receive the fewest complaints against them in the State Commission on Judicial Conduct,

Whereas, the Municipal Judges and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops and the annual meetings of their state and local professional organizations,

Now Therefore, it is most appropriate that we recognize the accomplishments of the Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior,

Be It Resolved now, I John-Mark Caldwell, Mayor of the City of Princeton, do recognize the week of November 2 – November 6, 2015, as Municipal Court Week, and further extend appreciation to Princeton Municipal Judge and court support personnel for the vital services they perform and their exemplary dedication to our community. I call upon all residents of Princeton to join with the City Council in recognizing the vital service they perform and their exemplary dedication to the communities they represent.

Dated this day 9th of November, 2015

Honorable John-Mark Caldwell, Mayor

Lesia Thornhill, City Secretary

PUBLIC HEARING NOTICE

A request has been received for a zoning change from Single Family 1 "SF1" to Commercial 1 "C1", being a tract of land situated in Collin County, Texas, being part of the David Cherry Survey, Abstract No. 166, being a resurvey of part of the 58.481 acres of land described in a Trustees Deed from Cella B. Milavec and Vincent T. Milavec Trustees of Joe T. Milavec and Cella B. Milavec Trust Agreement to Cella B. Milavec and Vincent T. Milavec, Trustee of the Joe T. Milavec Trust Agreement dated July 15, 1994, recorded in Document No. 20091027001314680 of the official Public Records of Real property of Collin County, Texas, and being further described as follows: 2.0972 acres of land more or less.

PUBLIC HEARINGS WILL BE HELD IN THE COUNCIL CHAMBER OF CITY HALL LOCATED AT 123 W. PRINCETON DRIVE:

The Princeton Planning and Zoning Commission will hold the First Public Hearing regarding this request on October 19, 2015 at 6:30 p.m.

The Princeton City Council will hold the Second Public Hearing regarding this request on November 9, 2015 at 7:00 p.m.

AS AN INTERESTED PROPERTY OWNER YOU ARE REQUESTED TO MAKE YOUR VIEWS KNOWN BY ATTENDING THESE HEARINGS.

If you have any questions or need additional information please contact the City of Princeton at (972) 734-2416.

Lesia Thornhill
City Secretary



City of Princeton Planning & Zoning Commission Recommendation

Council Meeting: November 9, 2015 **Requestor:** Planning & Zoning Commission.

Prepared by: Shawn Fort

Date Prepared: November 4, 2015

AGENDA SUBJECT:

Discussion and Possible action on approval of ZA20150797 a request from J Duane Fisher, regarding a Zoning Map Amendment per the requirements of the City of Princeton Zoning Ordinance (Ordinance No. 2009-06-09) for the following tract of land described a tract of land situated in Collin County, Texas, being part of the David Cherry Survey, Abstract No. 166, being a resurvey of part of the 58.481 acres of land described in a Trustees Deed from Cella B. Milavec and Vincent T. Milavec Trustees of Joe T. Milavec and Cella B. Milavec Trust Agreement to Cella B. Milavec and Vincent T. Milavec, Trustee of the Joe T. Milavec Trust Agreement dated July 15, 1994, recorded in Document No. 20091027001314680 of the official Public Records of Real property of Collin County, Texas, and being further described as follows: 2.0972 acres of land more or less.



PROCEDURE:

The process for a zoning amendment are as follows:

36.3 Public Hearing and Notice

- 36.3.1 Upon filing of an application for an amendment to the zoning ordinance and map, the Planning and Zoning Commission and City Council shall hold a public hearing on said application.*
- 36.3.2 Written notice of such hearings shall be sent to the owner of the property or his agent and to all owners of real property lying within two hundred (200) feet of the property on which the change in classification is proposed, such notice, mailed first-class return receipt requested, to be given not less than ten (10) days before the date of such hearing, to all owners who have rendered their said property for City taxes as the ownership appears on the last approved City tax roll. Such notice may be served by depositing the same, properly addressed and postage paid, in the City Post Office. Where property lying within two hundred (200) feet of the property proposed to be changed is located in territory which was annexed to the City after the final date for making the renditions which are included on the last approved City tax roll, notice to such owners shall be given by one publication in the official newspaper at least fifteen (15) days before the time of the hearing. Also, the City Secretary shall have the property, lot or tract posted with a sign at least eighteen (18) by twenty-four (24) inches in size which shall state "Zoning change Requested for information call City Hall" and the telephone number shall be listed. Failure of owners to receive notice of hearing shall in no way affect the validity of the action taken.*
- 36.3.3 If, at the conclusion of the hearing, the Planning and Zoning Commission recommends amendment of this ordinance to the City Council, said recommendation shall be by resolution of the Planning and Zoning Commission carried by the affirmative votes of not less than a majority of its total membership present and voting. A copy of any recommended amendment shall be submitted to the City Council and shall be accompanied by a report of findings, summary of hearing and any other pertinent data.*
- 36.3.4 If, after public hearing, the Planning and Zoning Commission recommends denial of an application, the applicant may appeal said determination the City Council by filing a written notice of appeal with the City Secretary within ten (10) days after the determination of the Planning and Zoning Commission.*
- 36.3.5 The Planning and Zoning Commission may recommend denial of an application with or without prejudice against the applicant to refile the application. If the Commission recommends denial of the application and fails to clearly state the same is being denied with prejudice, then it shall be deemed that said application is being recommended for denial without prejudice against refiling. If it is later determined by the Commission that there has been a sufficient change in circumstances regarding the property or in the zoning application itself, it may waive the waiting period and grant a new hearing. Newly annexed land which has been given Agricultural zoning is exempt from the one (1) year waiting period.*

36.4 Action of the Planning and Zoning Commission

- 36.4.1 *If, at the conclusion of the hearing, the Planning and Zoning commission recommends amendment of this ordinance to the City Council, said recommendation shall be by resolution of the Planning and Zoning Commission carried by the affirmative votes of not less than a majority of its total membership present and voting. A copy of any recommended amendment shall be submitted to the City Council and shall be accompanied by a report of findings, summary of hearing and any other pertinent data.*
- 36.4.2 *If the Planning and Zoning Commission has recommended to the City Council that a proposed amendment be disapproved, the City Council may refuse to adopt the amendment by a simple majority vote of the City Council present and voting. However, in order to adopt the amendment which has been recommended for disapproval by the Planning and Zoning Commission, the amendment shall not become effective except by the favorable vote of three-fourths (3/4) of all members of the City Council of the City of Princeton present and voting.*
- 36.4.3 *When the Planning and Zoning Commission has recommended to the City Council that a proposed amendment be approved, the City Council may disapprove the petition or application for amendment by a simple majority vote of the City Council present and voting. In the event of a tie vote of the City Council present and voting, the Mayor may cast the deciding vote.*
- 36.4.4 *In the case of a protest against an amendment to the ordinance signed by the owners of twenty percent (20%) or more either of the area of the lots or land immediately adjoining the area included in the proposed change and extending two hundred (200) feet from that area, such amendment shall not become effective except by the favorable vote of three-fourths (3/4) of all members of the City Council of the City of Princeton*

RECOMMENDED ACTION FROM THE PLANNING & ZONING COMMISSION:

The Princeton Planning & Zoning Commission recommends that the City Council approve the Zoning Amendment with the following conditions of approval be imposed:

1. Applicant shall obtain all necessary construction permits prior to any construction
2. Applicant shall make no substantial changes in plans without City approval.

MOTION: Commissioner Council moved to approve and forward to the Council for approval the request for Zoning Amendment. Commissioner Thompson seconded the motion. The motion carried.

CITY OF PRINCETON

ORDINANCE NO. 2015-11-09-01

AN ORDINANCE OF THE CITY OF PRINCETON AMENDING THE COMPREHENSIVE ZONING ORDINANCE NUMBER 2009-06-09 OF THE CITY OF PRINCETON, FROM 'SF1, SINGLE FAMILY 1 TO "C1" COMMERCIAL 1, ON A PORTION OF THE DAVID CHERRY SURVEY, ABSTRACT NO. 166; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the property generally described as 2.0972 acre tract of land situated in David Cherry Survey, Abstract No. 166, City of Princeton, Collin County, Texas, as reflected on the boundary survey in Exhibit A; and

WHEREAS, the tract of land subject of this zoning amendment from "SF1" Single Family 1 to "C1" Commercial 1. is more particularly described by metes and bounds description set forth in Exhibit B; and

WHEREAS, the Planning and Zoning Commission held a public hearing, heard the case on October 19, 2015 and recommended approval of the zoning amendment from "SF1" Single Family to "C1" Commercial 1 on November 9, 2015 and

WHEREAS, the City Council held a public hearing, heard the case and recommended approval of the zoning amendment from "SF1" Single Family to "C1" Commercial 1 on November 9, 2015 and

WHEREAS, all legal requirements, conditions and pre requisites having been complied with, the case now comes before the City Council for the City of Princeton for final consideration.

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

Section 1. That the above recitals are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. The Comprehensive Zoning Ordinance Number 2009-06-09 of the City of Princeton be, and the same is hereby, amended by amending the Zoning Map of the City of Princeton so as to reflect the property described in Exhibits A and B the zoning change classification from "SF1" Single Family to "C1" Commercial 1.

Section 3. That all ordinances of the City of Princeton in conflict with the provisions of this Ordinance be, and are the same hereby repealed, and all other provisions of the ordinances of the City of Princeton not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 4. If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance or application thereto to any person or circumstance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect for any reason, the validity of the remaining portion of this ordinance; and the City Council hereby declares it would have passed such portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. Any person, firm or corporation who violates any provision of this Ordinance or Princeton's Comprehensive Zoning Ordinance No. 98-001 shall be deemed guilty of a misdemeanor, and upon conviction therefor, shall be fined in a sum not exceeding Two Thousand Dollars (\$2000.00), and each and every day such violation continues shall be continued a separate offense; provided, however, such penal provision shall not preclude a suit to enjoin such violation.

Section 6. This ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED AND APPROVED by the City Council of the City of Princeton, Texas, on this _____ day of _____, 2015.

John-Mark Caldwell, Mayor

ATTEST:

Lesia Thornhill, City Secretary



Managers' Report

Mayor, City Council

Date: 11-09-2015

Subject: Community Development Corporation

Overview:

City Council must appoint and/or re-appoint all Directors that have expiring terms each November.

The following Community Development Directors terms will expire 11/2015. Staff has listed each member along with information as to whether or not the Director is eligible to be re-appointed. In accordance with the Community Development Corporation Second Amended By-Laws, Section 1. Powers, Number and Term of Office, (d) The Directors constituting the first Board shall be those Directors named in the Articles of Incorporation. The respective initial terms of the Board are set forth in the Articles of Incorporation. Thereafter, each successor member of the Board shall be appointed and serve for two (2) years or until his or her successor is appointed as hereinafter provided. **A Director shall not serve more than three (3) consecutive terms.**

<u>Director</u>	<u>Year Appointed</u>	<u>Eligible for Re-Appointment</u>
Brigitte Baker-Place 1	2011/4 years	YES
Gerald Dotson-Place 2	2013/2 years	RESIGNED
Steve Deffibaugh-Place 6	2007/8 years	NO
David Kleiber-Place 7	2013/2 years	YES

Respectfully

Lesia Thornhill



Managers' Report

Mayor, City Council

Date: 11-09-2015

Subject: Economic Development Corporation

Overview:

City Council must appoint and/or re-appoint all Directors that have expiring terms each November.

The following Economic Development Directors terms will expire 11/2015. Staff has listed each member along with information as to whether or not the Director is eligible to be re-appointed. In accordance with the Economic Development Corporation By-Laws, Section 2.1. Powers, Number and Term of Office, (d) The Directors constituting the first Board shall be those Directors named in the Articles of Incorporation. Successor Directors shall serve for staggered two (2) year terms or until his or her successor is appointed as is herein provided and has qualified. **A Director shall not serve more than three (3) consecutive terms.**

<u>Director</u>	<u>Year Appointed</u>	<u>Eligible for Re-Appointment</u>
Rick Wheeler-Place 1	2007/8 years	NO
Jimmie Gaylean-Place 2	2011/4 years	YES
Jim Stailey-PISD Rep	2013/2 years	NO

Respectfully

Lesia Thornhill

Assistant City Manager



Managers' Report

Mayor, City Council

Date: 11-09-2015

Subject: Library Advisory Board

Overview:

City Council must appoint and/or re-appoint all Board Members that have expiring terms each November.

The following Library Advisory Board Members terms will expire 11/2015. Staff has listed each member along with information as to whether or not the Member is eligible to be re-appointed.

In accordance with Ordinance 2013-12-09-01, Section 5. Term Limits (a) **each position shall have a term limit of three (3) terms.**

<u>Member</u>	<u>Year Appointed</u>	<u>Eligible for Re-Appointment</u>
Nathan Council-Place 1	2014/1 year	YES
Kimberly McGovern-Place 2	2015/-1 year	YES

Respectfully

Lesia Thornhill



Managers' Report

Mayor, City Council

Date: 11-09-2015

Subject: Planning and Zoning Commission

Overview:

City Council must appoint and/or re-appoint all Commission Members that have expiring terms each November.

The following Planning & Zoning Members terms will expire 11/2015. Staff has listed each member along with information as to whether or not the Member is eligible to be re-appointed.

In accordance with Ordinance 2014-01-13-01, Section 3. II. Appointments, All appointments are for terms of two years, unless appointed to fill a vacancy (see VII. Vacancies). A "term year" shall be from December 1 until the following November 30. The terms of the Board and Commission Members shall expire on the 1st Day of December of the second year. New members shall begin serving at the first regular meeting following the anniversary date or as soon thereafter as practicable. **Members may only serve for three (3) consecutive terms.**

<u>Commission Member</u>	<u>Year Appointed</u>	<u>Eligible for Re-Appointment</u>
Noah Peters-Place 2	2014/1 year	YES
Vacant-Place 1		

Respectfully

Lesia Thornhill



Managers' Report

Mayor, City Council

Date: 11-09-2015

Subject: Parks and Recreation

Overview:

City Council must appoint and/or re-appoint all Board Members that have expiring terms each November.

The following Parks & Recreations Board Members terms will expire 11/2015. Staff has listed each member along with information as to whether or not the Member is eligible to be re-appointed.

In accordance with Ordinance 2014-01-13-01, Section 3. II. Appointments, All appointments are for terms of two years, unless appointed to fill a vacancy (see VII. Vacancies). A "term year" shall be from December 1 until the following November 30. The terms of the Board and Commission Members shall expire on the 1st Day of December of the second year. New members shall begin serving at the first regular meeting following the anniversary date or as soon thereafter as practicable. **Members may only serve for three (3) consecutive terms.**

<u>Board Member</u>	<u>Year Appointed</u>	<u>Eligible for Re-Appointment</u>
David Kleiber-Place 1	2013/2 year	YES
Mark DeLaney-Place 2	2012/3 year	YES

Respectfully

Lesia Thornhill

CITY OF PRINCETON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PRINCETON AMENDING THE SIGN REGULATIONS ORDINANCE SPECIFICALLY CHAPTER SECTION 58-2, DEFINITIONS AND REQUIREMENTS.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS THAT Chapter 58, Signs, Section 58-2 – Definitions and requirements, is hereby amended by the addition of new text and modification of existing text as follows:

New Text is Underlined

Deleted Text is ~~Struck-out~~

Sec. 58-2. – Definitions and requirements.

Balloons and other floating devices. A visible airtight or air-flow through apparatus commonly made of latex, mylar or other similar material that extends by a cord, rope, string, wire or other similar material. No person shall erect, maintain, or allow the installation of any floating devices anchored to the ground, any vehicle, structure or any other fixed object for the purpose of advertising or attracting attention to a business, commodity, service, sale, or product, except as otherwise permitted in this section. Balloons and all other floating devices shall be compliant with all applicable state and federal regulation~~are prohibited in the city and its extraterritorial jurisdiction.~~ (See sections 58-2 through 58-16 for additional requirements.)

(1) Time. Sign permit required.

(2) Place. Balloons and other floating devices shall be located only on private property with the consent of the property owner. A balloon or other floating device shall not be erected closer than ten feet from the edge of the street pavement, located on any public property, within a designated easement or right-of-way.

(3) Manner. Balloons and other floating devices shall not exceed thirty five feet in height measured from the ground to the highest point of the device. Balloons and other devices shall not exceed 32 square feet in area. Balloons and other devices may be erected for fourteen days two times per year. Balloons and other devices shall not contain any moving elements or parts. Balloons or other devices shall not be dilapidated or cause a hazard. (See section 58-2 through 58-16 for additional requirements.)

Feather flag. A wind device that contains a harpoon-style pole or staff driven into the ground for support. Feather flags shall be compliant with all applicable state and federal regulations ~~are prohibited in the city and its extraterritorial jurisdiction, unless the feather flag is located on a property with single-family or two-family zoning for which a certificate of occupancy has been issued for the sole purpose of expressing patriotism or for a celebration or seasonal decoration.~~

(1) Time. No sign permit required.

(2) Place. Feather Flags shall be located only on private property with the consent of the property owner. A feather flags shall not be erected closer than ten feet from the edge of the street pavement, located on any public property, within a designated easement or right-of-way.

(3) Manner. Feather flags shall not exceed fifteen feet in height measured from the ground to the highest point of the flag. Feather flags shall not be dilapidated or cause a hazard. (See section 58-2 through 58-16 for additional requirements.)

Grand opening. A commemoration that promotes the opening of a new business is a grand opening. A grand opening shall be within 180 days of the issuance of a certificate of occupancy from the building official or his designee. Grand openings after 180 days after the issuance of a certificate of occupancy requires approval from the building official or his designee. A grand opening may only be located at the business that received a certificate of occupancy from the building official or his designee. A grand opening shall not exceed 1490 consecutive days in length. (See sections 58-2 through 58-16 for additional requirements.)

Wind device. Any pennant, streamer, spinner, balloon, cloud buster balloon, inflatable object or similar devices made of cloth, canvas, plastic or any flexible material designed to float or designed to move, or moves freely in the wind, with or without a frame or other supporting structure, used for the purpose of advertising or drawing attention to a business, commodity, service, sale or product. ~~Exception: Flags and grand opening balloons and/or balloon arrangements shall not be considered a wind device.~~ Wind devices shall be compliant with all applicable state and federal regulations ~~are prohibited in the city and its extraterritorial jurisdiction.~~

(1) Time. Sign permit required.

(2) Place. Wind devices shall be located only on private property with the consent of the property owner. Wind devices shall not be erected closer than ten feet from the edge of the street pavement, located on any public property, within a designated easement or right-of-way.

(3) Manner. Wind devices shall not exceed thirty five feet in height measured from the ground to the highest point of the device. Wind devices shall not exceed 32 square feet in area. Wind devices may be erected for fourteen days two times per year. Wind devices shall not contain any moving elements or parts. Wind Devices

shall not be dilapidated or cause a hazard. (See section 58-2 through 58-16 for additional requirements.)

Passed, Approved and Adopted by the City Council of the City of Princeton, Texas this the _____ Day of _____, 2015.

Ken Bowers John-Mark Caldwell, Mayor
City of Princeton,

Texas

ATTEST:

Lesia Thornhill, City Secretary
City of Princeton, Texas

SEAL

CITY OF PRINCETON, TEXAS

ORDINANCE NO. 2015-11-09-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PRINCETON AMENDING THE SIGN REGULATIONS ORDINANCE SPECIFICALLY CHAPTER SECTION 58-2, DEFINITIONS AND REQUIREMENTS.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS THAT Chapter 58, Signs, Section 58-2 – Definitions and requirements, is hereby amended by the addition of new text and modification of existing text as follows:

New Text is Underlined

Deleted Text is ~~Struck-out~~

Sec. 58-2. – Definitions and requirements.

Balloons and other floating devices. A visible airtight or air-flow through apparatus commonly made of latex, Mylar or other similar material that extends by a cord, rope, string, wire or other similar material. No person shall erect, maintain, or allow the installation of any floating devices anchored to the ground, any vehicle, structure or any other fixed object for the purpose of advertising or attracting attention to a business, commodity, service, sale, or product, except as otherwise permitted in this section. Balloons and all other floating devices shall be compliant with all applicable state and federal regulation (See sections 58-2 through 58-16 for additional requirements.)

(1) *Time.* Sign permit required.

(2) *Place.* Balloons and other floating devices shall be located only on private property with the consent of the property owner. A balloon or other floating device shall not be erected closer than ten feet from the edge of the street pavement, located on any public property, within a designated easement or right-of-way.

(3) *Manner.* Balloons and other floating devices shall not exceed thirty five feet in height measured from the ground to the highest point of the device. Balloons and other devices shall not exceed 32 square feet in area. Balloons and other devices may be erected for fourteen days two times per year. Balloons and other devices shall not contain any moving elements or parts. Balloons or other devices shall not be dilapidated or cause a hazard. (See section 58-2 through 58-16 for additional requirements.)

Feather flag. A wind device that contains a harpoon-style pole or staff driven into the ground for support. Feather flags shall be compliant with all applicable state and federal regulations

(1) *Time.* No sign permit required.

(2) *Place.* Feather Flags shall be located only on private property with the consent of the property owner. A feather flags shall not be erected closer than ten feet from the edge of the street pavement, located on any public property, within a designated easement or right-of-way.

(3) *Manner.* Feather flags shall not exceed fifteen feet in height measured from the ground to the highest point of the flag. Feather flags shall not be dilapidated or cause a hazard. (See [section 58-2](#) through [58-16](#) for additional requirements.)

Grand opening. A commemoration that promotes the opening of a new business is a grand opening. A grand opening shall be within 180 days of the issuance of a certificate of occupancy from the building official or his designee. Grand openings after 180 days after the issuance of a certificate of occupancy requires approval from the building official or his designee. A grand opening may only be located at the business that received a certificate of occupancy from the building official or his designee. A grand opening shall not exceed 90 consecutive days in length. (See sections [58-2](#) through [58-16](#) for additional requirements.)

Wind device. Any pennant, streamer, spinner, balloon, cloud buster balloon, inflatable object or similar devices made of cloth, canvas, plastic or any flexible material designed to float or designed to move, or moves freely in the wind, with or without a frame or other supporting structure, used for the purpose of advertising or drawing attention to a business, commodity, service, sale or product. Wind devices shall be compliant with all applicable state and federal regulations.

(1) *Time.* Sign permit required.

(2) *Place.* Wind devices shall be located only on private property with the consent of the property owner. Wind devices shall not be erected closer than ten feet from the edge of the street pavement, located on any public property, within a designated easement or right-of-way.

(3) *Manner.* Wind devices shall not exceed thirty five feet in height measured from the ground to the highest point of the device. Wind devices shall not exceed 32 square feet in area. Wind devices may be erected for fourteen days two times per year. Wind devices shall not contain any moving elements or parts. Wind Devices shall not be dilapidated or cause a hazard. (See [section 58-2](#) through [58-16](#) for additional requirements.)

Passed, Approved and Adopted by the City Council of the City of Princeton, Texas this
the _____ Day of _____, 2015.

John-Mark Caldwell, Mayor

ATTEST:

Lesia Thornhill, City Secretary



City of Princeton

2015 Water and Wastewater

Rate Study and Financial Forecast

City Council Presentation

November 2015

Presentation Format



- ◆ Background on Rates
- ◆ Forecast Volumes and Revenue Requirements
- ◆ Capital Improvements
- ◆ Rate Plan Alternatives
- ◆ Next Steps



City of Princeton

Current Water/WW Rate Structure



Water Rates

Minimum Charge		\$
5/8" Meter		18.24
3/4" Meter		21.60
1" Meter		25.92
1 1/2" Meter		37.92
2" Meter		120.60
3" Meter		153.48
4" Meter		230.04
6" Meter		317.64

Residential Water Volume Rates

Volume Rate (per 1,000 Gallons)	\$
0-5,000 Gallons	5.00
Over 5,000 Gallons	7.09

Residential Wastewater Base Rate

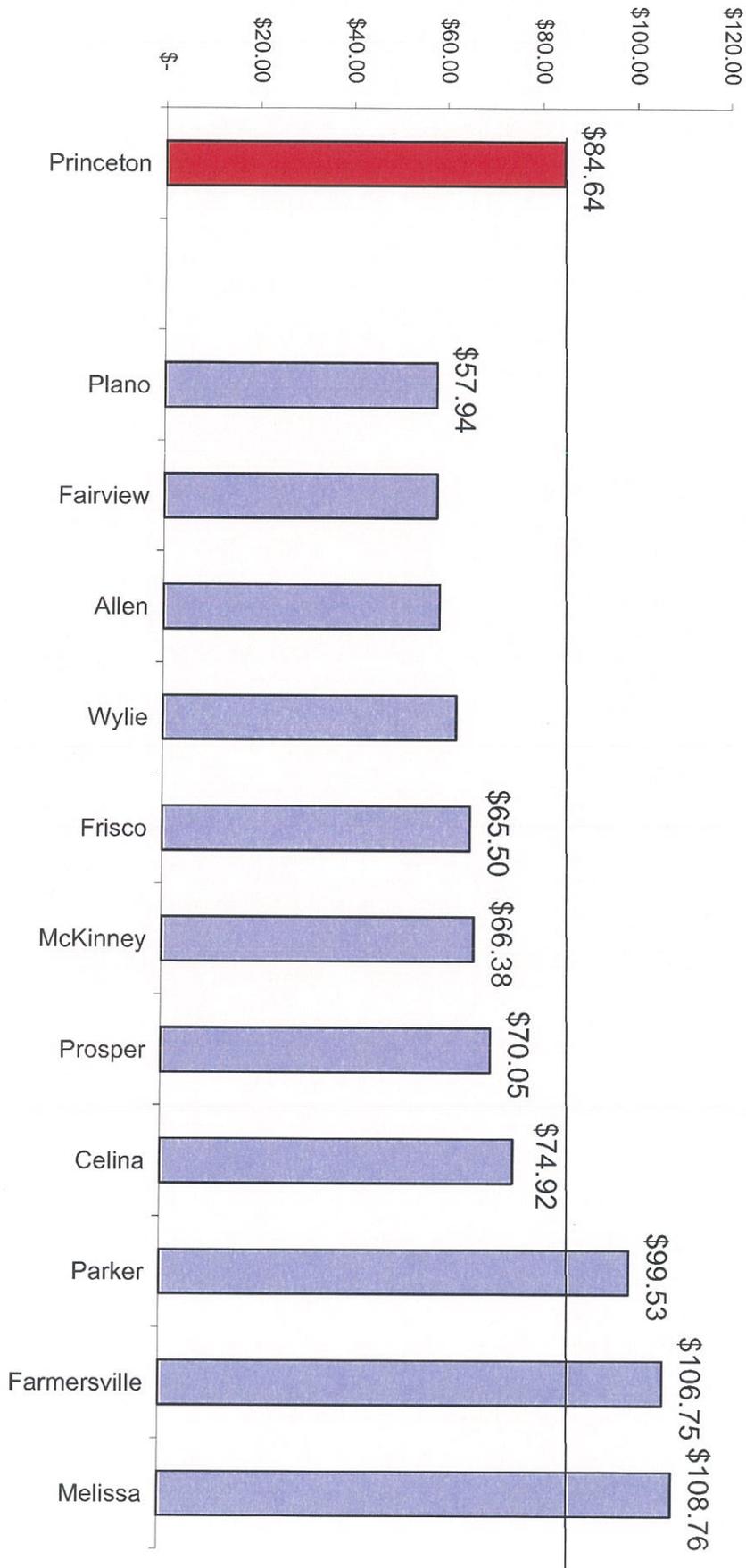
Minimum Charge		\$
5/8" Meter		18.00
3/4" Meter		21.60
1" Meter		26.16
1 1/2" Meter		38.40
2" Meter		122.88
3" Meter		156.36
4" Meter		234.48
6" Meter		323.40

Residential Wastewater Volume Rates

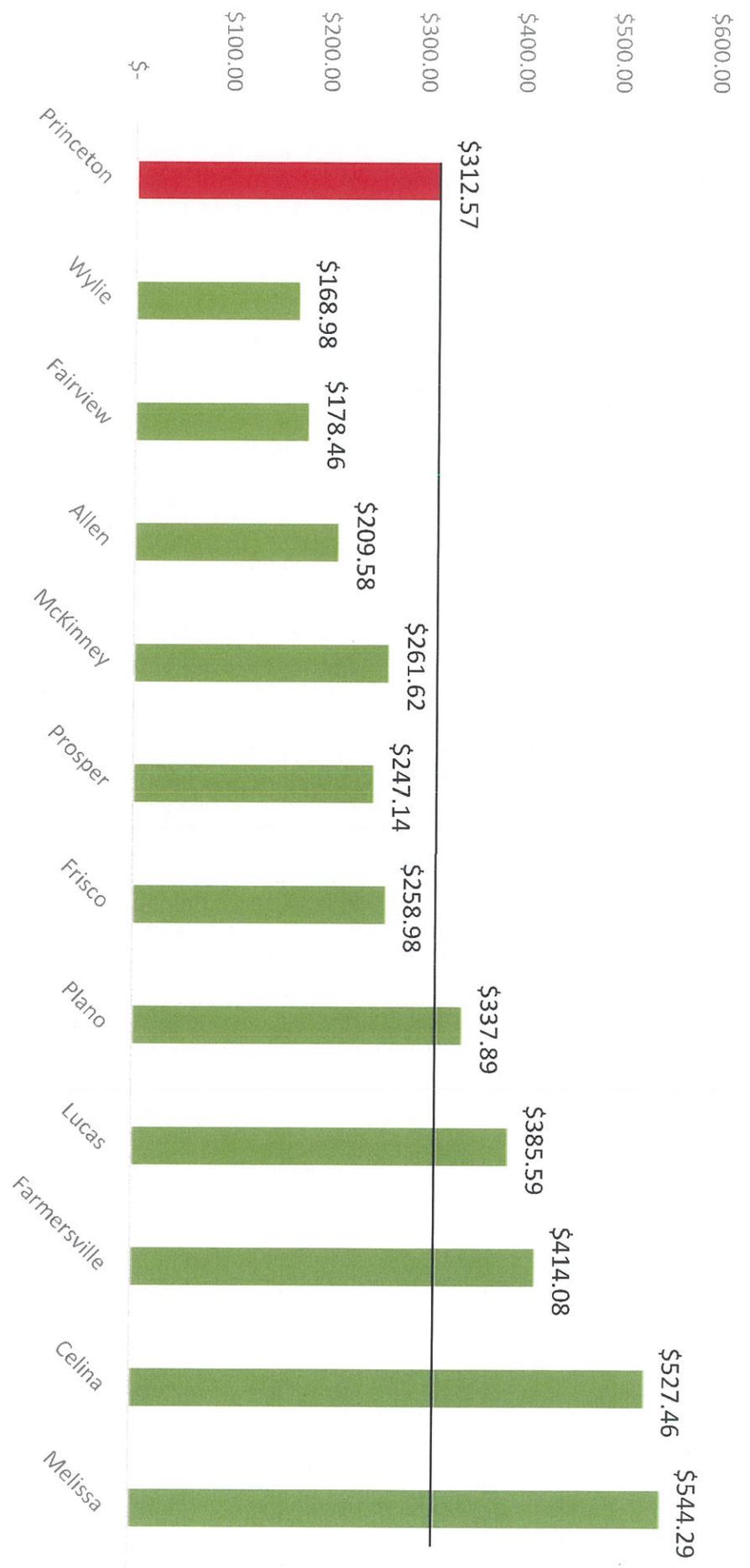
Volume Rate (per 1,000 Gallons)	\$
0-5,000 Gallons	4.68
Over 5,000 Gallons	5.74

Maximum charge for single family residential sewer is capped at 12,000 gallons

Monthly Residential Charges 5,000 Gal Water, 5,000 Gal WW

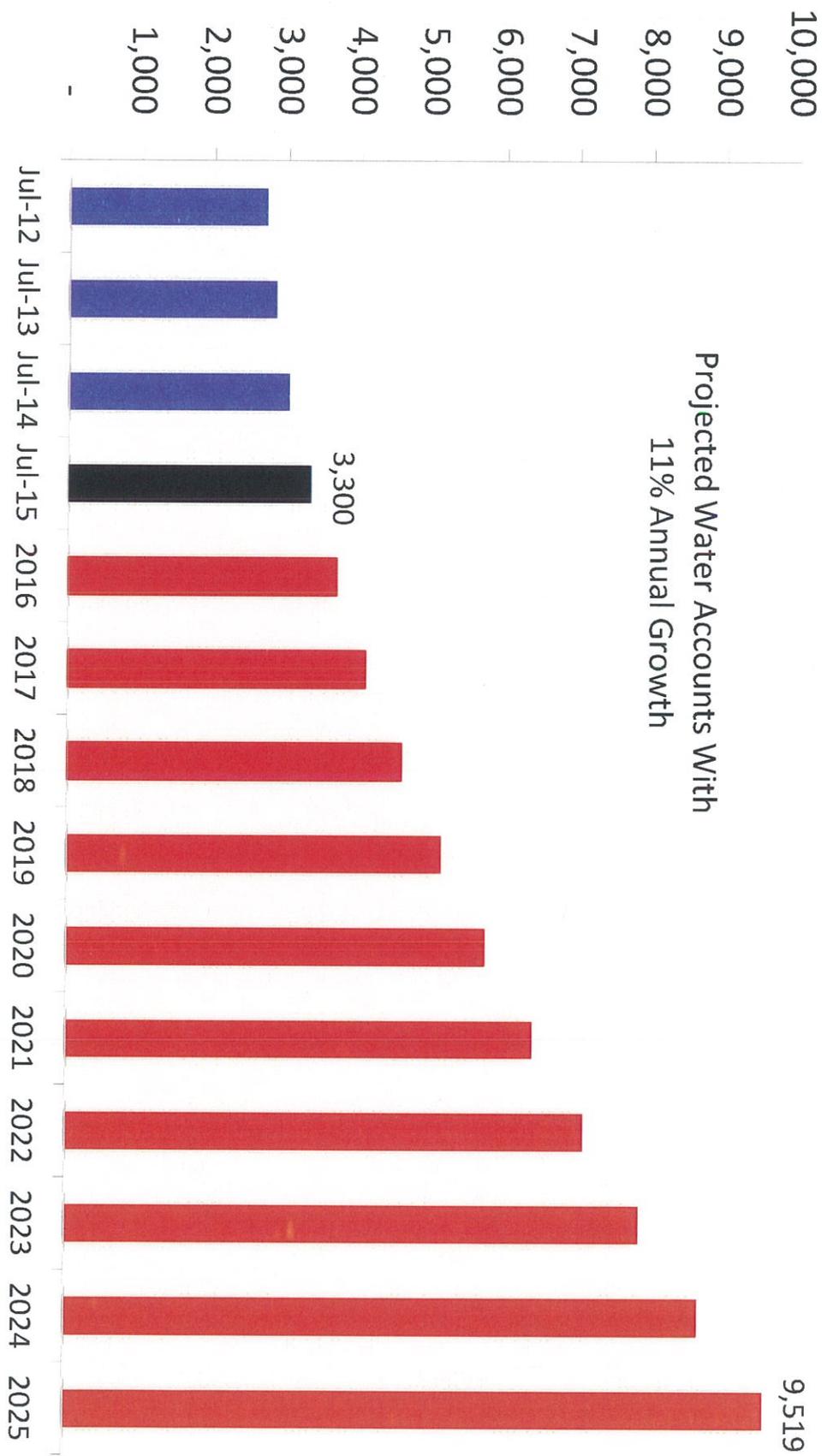


Monthly Commercial Charges 2" Meter; 20,000 Gal. Water & Wastewater





Historical & Forecast Annual Total Water Accounts with Named Projects



10 Year Forecast Primary Assumptions



- ◆ Most operating expenses increase 3% per year
- ◆ Some expenses (insurance/energy) increase at higher rates due to customer growth and/or nature of expense
- ◆ Two most critical factors in long term rate plan:
 - ❖ **North Texas Municipal Water District rate increases** (33% of water costs, 74% of ww costs)
 - ❖ Decisions City makes regarding the funding of its Capital Improvement Plan (including establishing repair/replacement fund)

Annual Percentage Increases in NTMWD Wholesale Water



NTMWD comprises 33% of the City's total Water cost of service

<u>Fiscal Year</u>	<u>Percentage Cost Increase</u>
2013	15.0%
2014	13.5%
2015	10.0%
2016	11.0%
2017	10.0%
2018	10.0%
2019	9.0%

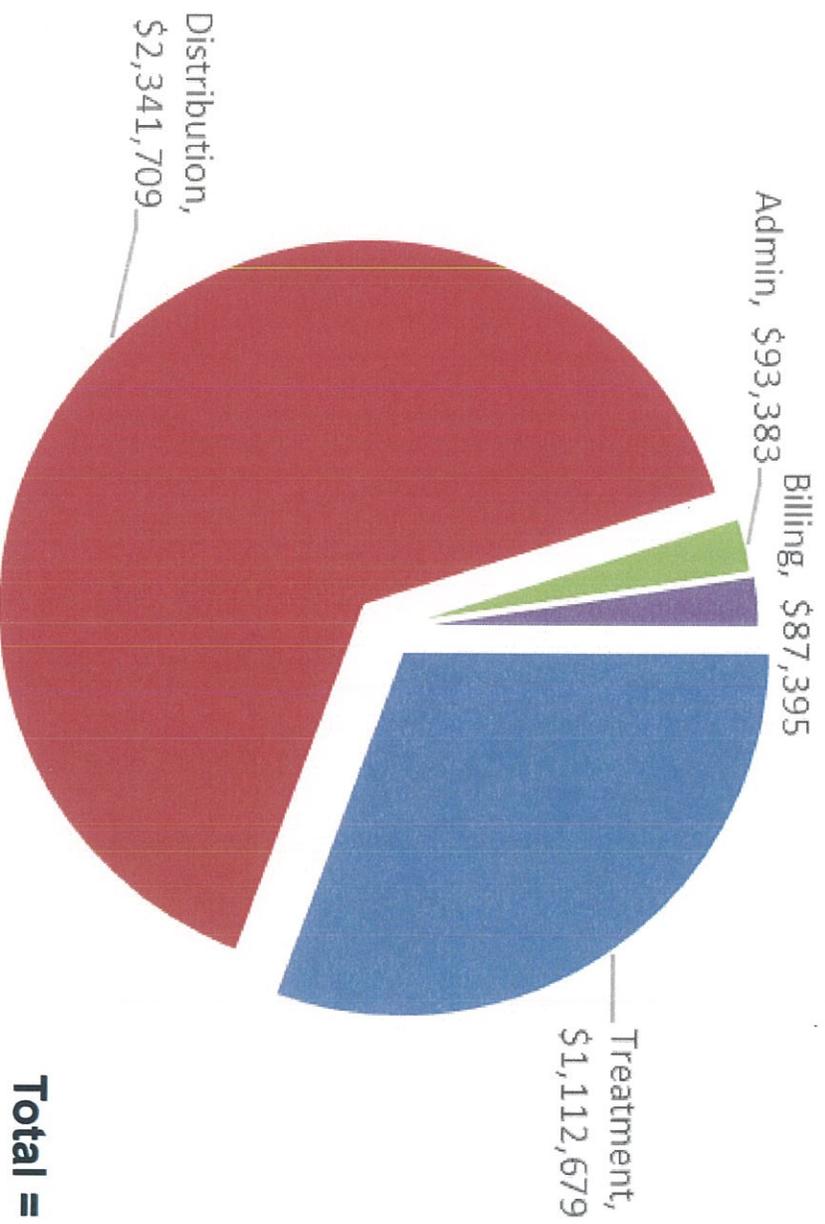
Source: NTMWD January 2015

Forecast Long-Term Debt Required to Fund CIP



	WATER		WASTEWATER	
	Debt		Debt	
2016	\$ -	-	\$ -	-
2017	-	-	1,000,000	-
2018	6,000,000	-	4,500,000	-
2019	5,000,000	-	3,500,000	-
2020	4,500,000	-	3,000,000	-
2021	3,500,000	-	-	-
2022	3,500,000	-	4,000,000	-
2023	3,500,000	-	-	-
2024	3,500,000	-	3,500,000	-
2025	3,000,000	-	-	-
Total	32,500,000		19,500,000	

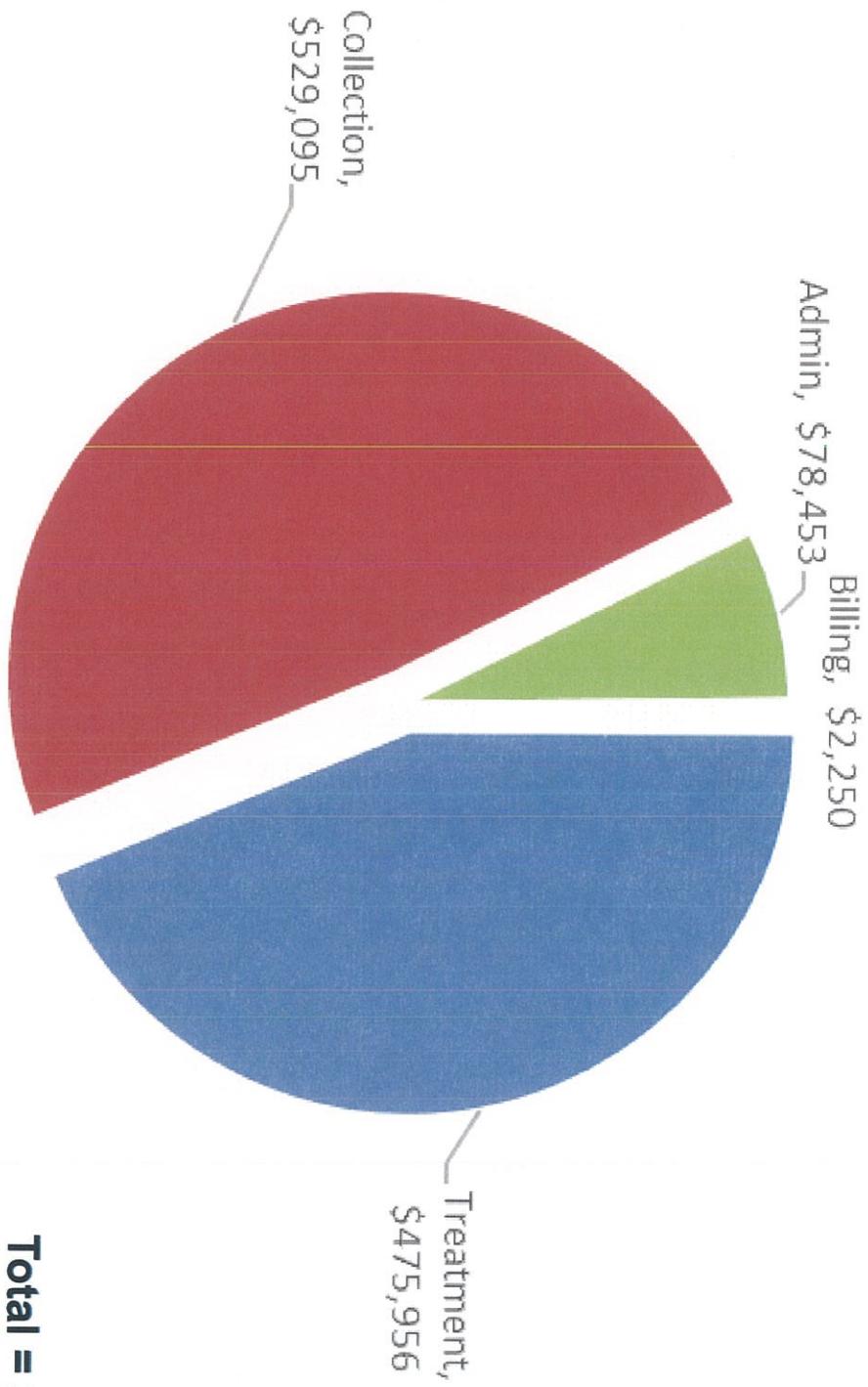
Water Utility FY 2016 Cost of Service



Total = \$3,635,166



Wastewater Utility FY 2016 Cost of Service

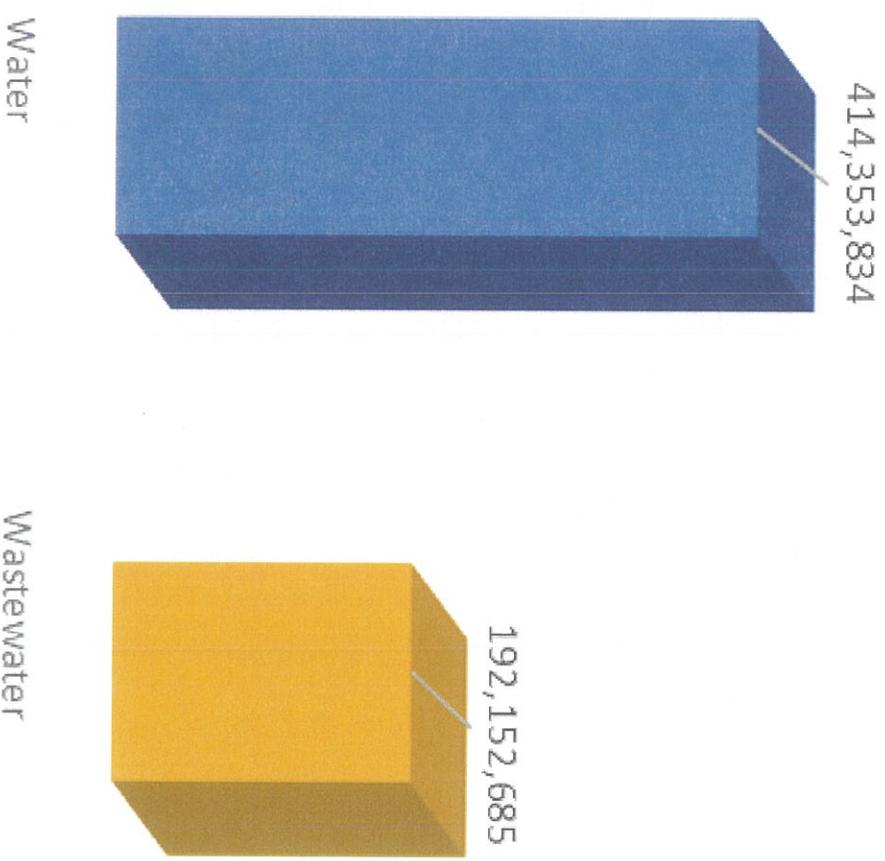




Test Year 2016 Water and Wastewater Billing Units

Gallons

- 450,000,000
- 400,000,000
- 350,000,000
- 300,000,000
- 250,000,000
- 200,000,000
- 150,000,000
- 100,000,000
- 50,000,000



WATER Utility Forecast Cost of Service



2016 2017 2018 2019 2020

WATER Utility Revenue Requirement

Operating Expenses \$ 2,478,849 \$ 2,739,696 \$ 2,997,467 \$ 3,393,310 \$ 3,733,366

Capital Outlays 30,000 30,000 55,000 80,000 130,000

Debt Service 1,126,317 1,119,516 1,576,181 1,964,894 2,319,661

Total Cost of Service 3,635,166 3,889,212 4,628,648 5,438,204 6,183,027

WASTEWATER Utility Forecast Cost of Service



	2016	2017	2018	2019	2020
WASTEWATER Utility Revenue Requirement					
Operating Expenses	1,011,754	1,179,353	1,311,920	1,498,168	1,660,636
Capital Outlays	34,000	134,000	159,000	84,000	234,000
Debt Service	40,000	107,311	479,599	750,789	984,264
Total Cost of Service	1,085,754	1,420,664	1,950,519	2,332,957	2,878,900

Rate Plan Alternatives



- ◆ Two alternative rate plans presented for review:
 - ❖ **Alternative 1 – Status Quo** – fairly uniform annual percentage adjustments in base and volume rates
 - ❖ **Alternative 2 – Conservation A** – higher adjustments in higher volumes; more cost shift to water
 - ❖ **Alternative 3 – Conservation B** – Conservation Tier
 - ❖ **Alternative 4 – Winter Average** – Water Status Quo; WW Winter Average
- ◆ Each alternative recommends uniform annual adjustments for 5 year period with periodic reviews
- ◆ Note: calculations in alternatives remain preliminary and may require adjustments before final adoption

Alternative 1 – Status Quo Water/MW Rate Plan



SCENARIO: 2015 10 13 -- Scenario 1 -- Status Quo

	Current	Effective Nov-15	Effective Oct-16	Effective Oct-17	Effective Oct-18	Effective Oct-19
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Water Rates -- Residential & Commercial

Monthly Base Charge	3/4"	1"	1 1/2"	2"
	\$ 18.24	\$ 20.06	\$ 22.07	\$ 24.28
	\$ 21.60	\$ 23.76	\$ 26.14	\$ 28.75
	\$ 25.92	\$ 28.51	\$ 31.36	\$ 34.50
	\$ 37.92	\$ 41.71	\$ 45.88	\$ 50.47
				\$ 55.52
				\$ 61.07

Volume Rate Per 1,000 Gal

-	5,000	5,000	5,500	6,050	6,660	7,320
5,001	Above	7.09	7.80	8.58	9.44	10.38

Wastewater Rates -- Residential & Commercial

Monthly Base Charge	3/4"	1"	1 1/2"	2"
	18.00	19.26	20.61	22.05
	21.60	23.11	24.73	26.46
	26.16	27.99	29.95	32.05
	38.40	41.09	43.96	47.04
				50.33
				50.33

Volume Rate Per 1,000 Gal

-	5,000	5,010	5,360	5,730	6,130	6,130
5,001	Above	5.74	6.14	6.57	7.03	7.52
Residential Usage Capped at 12,000 Gallons						



Alternative 1 – Status Quo

Impact on Monthly Charges

SCENARIO: 2015 10 13 -- Scenario 1 -- Status Quo

Current	Effective Nov-15	Effective Oct-16	Effective Oct-17	Effective Oct-18	Effective Oct-19
---------	---------------------	---------------------	---------------------	---------------------	---------------------

Residential Monthly Water/WWBill -- 3/4" Meter

5,000 Gallons W/WW	\$ 84.64	\$ 89.36	\$ 96.97	\$ 105.24	\$ 114.25	\$ 120.25
Dollar Inc	4.72	7.61	8.27	9.00	6.00	

10,000 Gallons W; 10,000 WW	148.79	155.52	168.82	183.30	199.05	209.77
Dollar Inc	6.73	13.30	14.47	15.75	10.72	

Commercial Monthly Water/WWBill -- 2" Meter

20,000 Gallons W/ 20,000 WW	317.17	331.32	359.70	390.59	424.21	447.25
Dollar Inc	14.15	28.38	30.89	33.62	23.03	

Alternative Comparison Impact on Monthly Charges



Residential Monthly Water/WWBill -- 3/4" Meter	Current	Effective	Effective	Effective	Effective	Effective
		Nov-15	Oct-16	Oct-17	Oct-18	Oct-19

2,000 Gallons

Alt 1 -- Status Quo	55.60	59.34	64.39	69.89	75.88	79.88
Alt 2 -- Conservation A	55.60	49.42	54.39	59.88	65.95	70.18
Alt 3 -- Conservation B						
Alt 4 -- WW Winter Averages						

5,000 Gallons

Alt 1 -- Status Quo	84.64	89.36	96.97	105.24	114.25	120.25
Alt 2 -- Conservation A	84.64	83.58	91.84	100.96	111.04	117.79
Alt 3 -- Conservation B						
Alt 4 -- WW Winter Averages						

10,000 Gallons

Alt 1 -- Status Quo	148.79	155.52	168.82	183.30	199.05	209.77
Alt 2 -- Conservation A	148.79	156.08	171.34	188.18	206.78	218.94
Alt 3 -- Conservation B						
Alt 4 -- WW Winter Averages						

20,000 Gallons

Alt 1 -- Status Quo	216.99	224.52	244.36	265.99	289.59	307.86
Alt 2 -- Conservation A	216.99	247.80	273.28	301.51	332.81	355.65
Alt 3 -- Conservation B						
Alt 4 -- WW Winter Averages						

Alternative 3 – Conservation B Water/WW Rate Plan



Effective Nov-15 Effective Oct-16 Effective Oct-17 Effective Oct-18 Effective Oct-19

Water Rates -- Residential

Monthly Base Charge	3/4"	1"	1 1/2"	2"
	\$ 18.24	\$ 21.60	\$ 25.92	\$ 37.92
	\$ 25.00	\$ 23.76	\$ 28.51	\$ 41.71
	\$ 28.00	\$ 26.61	\$ 31.93	\$ 46.72
	\$ 31.36	\$ 29.80	\$ 35.77	\$ 52.32
	\$ 35.12	\$ 33.38	\$ 40.06	\$ 58.60
	\$ 37.93	\$ 36.05	\$ 43.26	\$ 63.29

Volume Rate Per 1,000 Gal

1,001	3,000	5.00	5.00	5.60	6.27	7.02	7.59
3,001	6,000	7.09	6.50	7.28	8.15	9.13	9.86
6,001	10,000	7.09	8.00	8.96	10.04	11.24	12.14
10,001	Above	7.09	9.50	10.64	11.92	13.35	14.41

Wastewater Rates -- Residential & Commercial

Monthly Base Charge	3/4"	1"	1 1/2"	2"
	18.00	21.60	26.16	38.40
	15.00	18.00	21.80	32.00
	16.05	19.26	23.33	34.24
	17.17	20.61	24.96	36.64
	18.38	22.05	26.71	39.20
	18.38	22.05	26.71	39.20

Volume Rate Per 1,000 Gal

-	3,000	4.68	4.68	5.05	5.46	5.90	5.90
3,001	6,000	5.74	6.00	6.48	7.00	7.56	7.56
6,001	9,000	5.74	7.00	7.56	8.16	8.82	8.82
9,001	12,000	5.74	7.00	7.56	8.16	8.82	8.82

Residential Usage Capped at 12,000 Gallons



Alternative Comparison Impact on Monthly Charges

	Residential Monthly Water/WWBill -- 3/4" Meter				
	Current	Effective Nov-15	Effective Oct-16	Effective Oct-17	Effective Oct-18

<u>2,000 Gallons</u>						
Alt 1 -- Status Quo	55.60	59.34	64.39	69.89	75.88	79.88
Alt 2 -- Conservation A	55.60	49.42	54.39	59.88	65.95	70.18
Alt 3 -- Conservation B	55.60	49.68	54.70	60.26	66.42	69.79
Alt 4 -- WW Winter Averages						

<u>5,000 Gallons</u>						
Alt 1 -- Status Quo	84.64	89.36	96.97	105.24	114.25	120.25
Alt 2 -- Conservation A	84.64	83.58	91.84	100.96	111.04	117.79
Alt 3 -- Conservation B	84.64	84.36	92.88	102.30	112.72	118.11
Alt 4 -- WW Winter Averages						

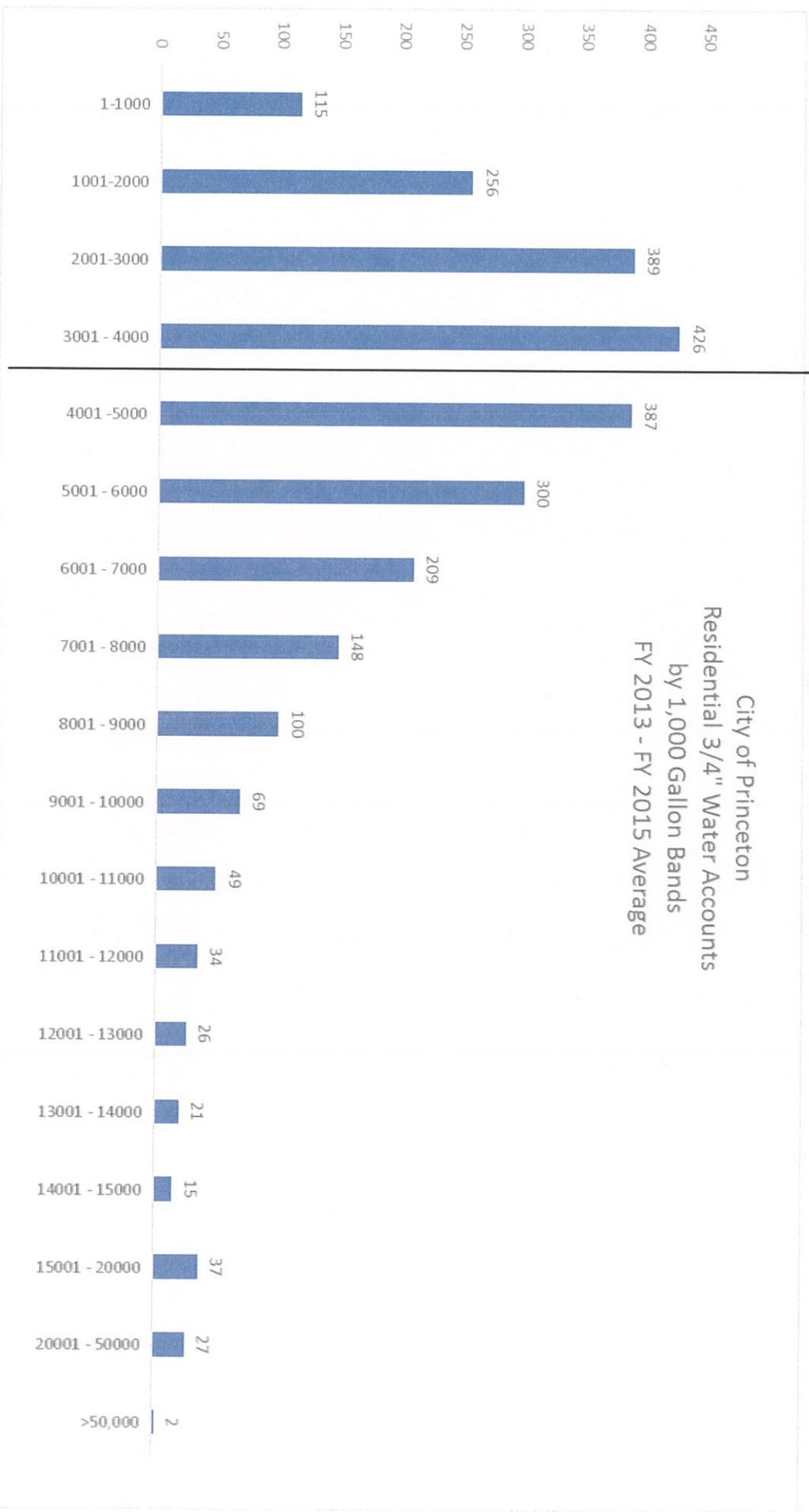
<u>10,000 Gallons</u>						
Alt 1 -- Status Quo	148.79	155.52	168.82	183.30	199.05	209.77
Alt 2 -- Conservation A	148.79	156.08	171.34	188.18	206.78	218.94
Alt 3 -- Conservation B	148.79	156.86	172.72	190.25	209.64	219.36
Alt 4 -- WW Winter Averages						

<u>20,000 Gallons</u>						
Alt 1 -- Status Quo	216.99	224.52	244.36	265.99	289.59	307.86
Alt 2 -- Conservation A	216.99	247.80	273.28	301.51	332.81	355.65
Alt 3 -- Conservation B	216.99	246.86	272.96	301.92	334.05	352.31
Alt 4 -- WW Winter Averages						



Water Usage by Gallon Level

2015 Winter Average = 3,462 Gallons



Alternative 4 Winter Average Rate Plan



Alt 1
Effective Nov 2015

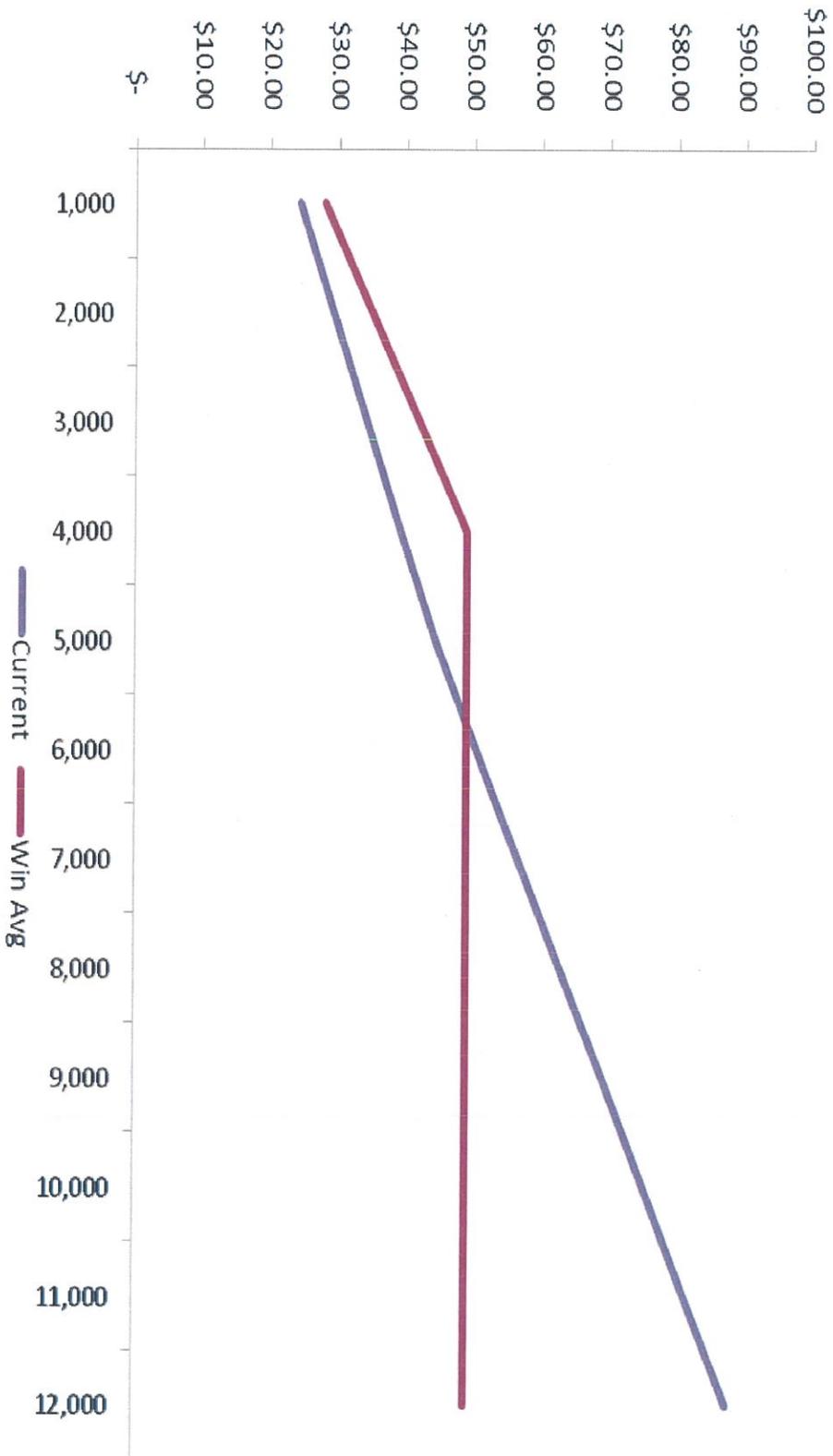
<u>Alternative 1</u>	
Minimum Charge	\$ 19.26
0-5,000	5.01
5,001-12,000	6.14

<u>Winter Average Rate Plan</u>	
Min Charge	21.00
Volume Chg -- All Gallons	7.00



Winter Average Impact on Monthly Charges

Monthly Charge



Total Gallons

Summary

Why is Rate Plan Beneficial to City



- ◆ Allows City to maintain a financially healthy utility
- ◆ Enables City to fund all NTMWD water and wastewater obligations
- ◆ Allows City to invest \$62 million in infrastructure which will serve ratepayers for 50 years
- ◆ Will enhance economic development opportunities for City



CITY OF PRINCETON, TEXAS
COUNTY OF COLLIN
STATE OF TEXAS

ORDINANCE NO. 2015-11-09-03

AN ORDINANCE OF THE CITY OF PRINCETON, TEXAS, AMENDING ORDINANCE NO. 2014-10-27-03 RELATIVE TO ESTABLISHING NEW WASTEWATER SERVICE CHARGES; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY FOR VIOLATION THEREOF ANY AMOUNT NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00); PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Princeton is a member of the North Texas Municipal Water District (NTMWD); and

WHEREAS, the NTMWD is a regional water supply source and the City of Princeton receives all of its water supply and wastewater treatment services from the NTMWD; and

WHEREAS, the continued increases in operating and maintenance costs are contributing to increased costs for providing wholesale wastewater collection services to its members and customers; and

WHEREAS, the NTMWD has advised its member cities, including the City of Princeton, that the wholesale wastewater collection rate will be increased beginning December 1, 2015; and

WHEREAS, the City Council of the City of Princeton has reviewed its proposed FY 2015/2016 budget and has determined that the City cannot absorb the additional increase in wastewater collection rate and must pass through that cost to its customers; now therefore

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

Section 1. WASTEWATER RATES

From and after the first utility billing in December 2015 for inside city limits customers and from and after the first utility billing due December 10, 2015 for outside city limits customers, the wastewater rates for each monthly period charged by the city shall be as follows:

A. MONTHLY MINIMUM CHARGE (Inside city limits)

The minimum monthly charges shall be based on the meter size and shall be billed at the following rates.

METER SIZE	MONTHLY MINIMUM CHARGE
3/4 inch	\$ 18.00
1 inch	\$ 21.60
1 1/2 inch	\$ 26.16
2 inch	\$ 38.40
3 inch	\$ 122.88
4 inch	\$ 156.36
6 inch	\$ 234.48
8 inch	\$ 323.40

B. RATES PER 1,000 GALLONS COLLECTED (Inside city limits)

Consumption shall be made in accordance with the following rate table:

WASTEWATER COLLECTED	RATE PER 1,000 GALLON
0 to 5,000 Gallons	\$5.25 per 1,000
5,001 to 12,000 Gallons	\$6.31 per 1,000
12,001 Gallons and above	\$6.31 per 1,000 (Commercial)

C. RATES PER 1,000 GALLONS CONSUMED (Outside city limits)

Wastewater collection service rates for customers outside the city limits shall be billed at 1.5 times the rate billed to customers within the city limits. Those customers outside the city for which formal service contracts are provided shall be billed as specified in the contract.

WASTEWATER COLLECTED	RATE PER 1,000 GALLON
0 to 5,000 Gallons	\$7.88 per 1,000
5,001 to 12,000 Gallons	\$9.47 per 1,000
12,001 Gallons and above	\$9.47 per 1,000 (Commercial)

D. MAXIMUM MONTHLY CHARGE FOR RESIDENTIAL ACCOUNTS:

The maximum monthly wastewater charge for a (residential) customer shall be 12,000 gallons.

E. IRRIGATION ACCOUNTS:

Wastewater collection service rates for these accounts are not applicable.

F. COMMERCIAL/INDUSTRIAL/GOVERNMENTAL ACCOUNTS:

Wastewater collection service rates for these accounts shall follow the above rate tables, corresponding with their inside or outside city limits status.

Section 2. ADJUSTMENTS

If a water leak occurs on customer side of meter that results in additional waste water charges, an adjustment may be made based on the adjusted water usage. To receive an adjustment a customer must fill out a leak adjustment request form.

Section 3. NOTICE

Within 60 days after approval of this Ordinance, the City Secretary or Utility Billing Department is directed to provide written notice to each ratepayer who resides outside the corporate limits of the City of the new rates. The notice shall include, at a minimum, the effective date of the new rates, the new rates, and the location where additional information on rates can be obtained. Notice may be provided electronically if the City has access to a ratepayer's email address.

Section 4. CONFLICTS

Any and all Ordinances or portions thereof, in conflict with the provisions of this ordinance are hereby repealed and superseded to the extent of such conflict.

Section 5. SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or in the application thereof to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the 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 and to this end the portions of this Ordinance are hereby declared to be severable.

Section 6. PENALTY

- a. It shall be unlawful for any person, firm or corporation to do or perform any act prohibited by this Ordinance. It shall be unlawful for any such person, firm or corporation to fail to do any act required by this Ordinance.
- b. Any person, firm or corporation who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction thereof, in a court of jurisdiction, shall be assessed a fine in any amount not to exceed five hundred dollars (\$500.00), and shall be assessed such additional, lawful costs as may be required or allowed. Each and every day the

same shall continue shall constitute a separate and distinct offense.

Section 7. PUBLICATION

The caption of this Ordinance shall be published one (1) time in the official newspaper for such publication of the City of Princeton.

Section 8. EFFECTIVE DATE

- A. This Ordinance shall be effective upon its passage by the City Council and publication as required by law.
- B. It is the intention of the Princeton City Council that the rates for wastewater collection service established by this Ordinance shall be in effect and charged for wastewater collection service used based on the December, 2015 meter reading cycle. All calculations for wastewater service received for the December, 2015 billing cycle, and for all subsequent billing cycles until such time as the rates set forth herein are amended or changed, shall be based on the fees or rates for water service established by this Ordinance.

**PASSED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS,
THIS 9th DAY OF NOVEMBER, 2015.**

APPROVED:

John-Mark Caldwell, Mayor

ATTEST:

Lesia Thornhill, City Secretary



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: November 9, 2015

SUBJECT: Impact Fee and CIP update

STAFF RESOURCE: City Manager

PREVIOUS COUNCIL ACTION

The City Council passed Ordinance # 2014-02-10 on February 10, 2014 effectively updating the land use assumptions and impact fees associated with water and waste water that were anticipated at that time.

ACTION PROPOSED:

Approve Resolution #2015-11-9-R and direct the staff to execute the IPO#14A-W/WW-MU and IPO#14B-CIP-IF-WTR/WW/ROAD for the development of the Capital Improvement Plan document including projects for water, waste water and roadways and update the impact fees.

BACKGROUND

The City is experiencing an increase in growth and a rise in development in residential and commercial. As the City experiences this growth, there are many projects and priorities that surface that need to be expanded or identified to continue to provide the needs of the public.

In 2014 the City conducted a very limited impact fee study in order to meet the requirements of Texas Local Government Code, Chapter 395. 052 requiring a periodic update of the Land Use Assumptions and Capital Improvement Plan, every five years.

Considering the growth the City is experiencing, the need for a complete and thorough study of the capital improvement projects along with the capital improvement plan is necessary. Without having an accurate roadmap on the costs the City will face in the future, setting costs and fees will be difficult to accurately determine.

STAFF RECOMMENDATION

The Staff recommends the approval of the attached resolution allocating the funds for the study and the updates.

MOTION

Authorize the City Manager to execute the Individual Project Orders directing Kimley Horn to proceed with the study and updates.

ATTACHMENTS

IPO#14A-W/WW-MU
IPO#14B-CIP-IF-WTR/WW/ROAD
Resolution #2015-11-9-R

Sincerely,

A handwritten signature in black ink, appearing to read "Derek Borg". The signature is written in a cursive style with a large initial "D".

City Manager
Derek Borg

CITY OF PRINCETON, TEXAS
COMMITMENT OF FUNDS FOR SPECIFIC PROJECT
RESOLUTION NO. 2015-11-9-R

**A RESOLUTION OF THE CITY OF PRINCETON, TEXAS, ESTABLISHING THE
ALLOCATION OF FUNDS TO CONDUCT A CAPITAL IMPROVEMENT ASSESSMENT FOR
WATER, WASTE WATER AND ROADS AND IMPACT FEE UPDATE.**

WHEREAS, Chapter 395 of the Texas Local Government Code authorizes an Impact Fee to be imposed for capital improvements that are identified in a Capital Improvement Plan, and

WHEREAS, the City Council of the City of Princeton has determined that it is in the best interest of the City to conduct a study to determine the necessary projects that should be included in the Capital Improvement Plan, and

WHEREAS, the City Council of the City of Princeton has determined that the Capital Improvement Plan shall be updated pursuant to Chapter 395.014 of the Texas local Government Code, and

WHEREAS, the City Council of the City of Princeton has determined that \$212,000 be allocated from the water and waste water impact fees for the water and waste water portion, and the roadway portion from the street improvement fund, and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, THAT THE FUNDS ARE HEARBY COMMITTEDS FOR THE MENTIONED PROJECT.

ARTICLE 1.

The amount of \$212,000 is hereby allocated for the Capital Improvement Plan update and Impact Fee update

Effective Date.

This Resolution shall be effective upon the date of passage by the City Council.

PASSED by the City Council of the City of Princeton, Texas, this 9th day of October, 2015.

APPROVED:

ATTEST:

Mayor,

Lesia Thornhill, City Secretary

INDIVIDUAL PROJECT ORDER IPO#14A-WWW-MU

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or Consultant), and the City of Princeton (Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated August 19, 2014, which is incorporated herein by reference.

Identification of Project: Water and Wastewater Model Update

Project Understanding: The City of Princeton has requested Kimley-Horn to assist with updating their current water and wastewater model. Kimley-Horn will update the associated 10-year CIP.

The project is anticipated to include:

Scope of Services:

TASK 1 – Water Model Update

- A. Demand Evaluation – The City will assist Kimley-Horn in obtaining existing record information regarding the following:
 - a Historic Demands (peak day, yearly average, winter low, etc.)
 - b Service Connections – The City will provide total number of service connection on December 31 for the last five (5) years, including subtotals for residential, commercial and industrial connections for the past year, if available.
 - c Metering Records – The City will provide a list of all large water users, their locations and metering records for the past year, including local industries, restaurants, schools, hospitals and other businesses.
 - d Fire Hydrant Flow Tests – The City will provide a list of flows and pressures generated from conducting fire flow tests on fire hydrants throughout the City as necessary for model calibration.
 - e Elevated Storage Tanks (EST) – The City will provide elevated storage tank information that includes location, volume, dimensions, age, height, and overflow elevation.
 - f Ground Storage Tanks (GST) – The City will provide ground storage tank information that includes locations, volume, dimensions, age, height, and overflow elevation.
 - g Pump Stations – The City will provide pump station information that includes location, design capacity, pumping head, motor Hp, impeller diameter, piping gallery schematic, pump curves, manufacturer and model number, and historical pumping records for maximum day demands for the past three (3) years.
 - h Water Supply – The City will provide water supply information including copy of contract with supplier, water line location, age, size, material type and capacity.
 - i System Controls – The City will provide system control information that includes instrumentation/operation parameters for pumps and storage tanks.
 - j Population Information
 - k Land Use Mix
- B. Evaluate System Demands
 - a Review historic demands over the previous five (5) years and reevaluate the existing peaking factors, diurnal curve, and per capita demand per land use.
- C. Land Use Adjustments
 - a Revise existing and future demand allocations.

- D. Hydraulic Analysis - This task involves reviewing and calibrating a computerized model to analyze the water distribution system. The current model utilizes "WaterCad" by Haestad Methods. Kimley-Horn will use this model with the established design criteria to identify infrastructure improvements required to accommodate existing deficiencies and grown for build-out conditions.
 - a Incorporate existing CIP infrastructure which has been constructed since the last model update.
 - b Verify the existing infrastructure in the model (water line sizes, tank sizes, pump station parameters, etc.) are accurate since the last model update based on Record Research.
 - c Coordinate with the City's Operation staff to better understand how the pump stations and elevated storage tanks are operated and calibrate the model based on this information.
 - d Perform up to ten (10) fire flow test in the field to confirm the system characteristics.
 - e Develop model scenarios for hydraulic analysis (i.e. -- average day, maximum day plus fire flow, peak hour, etc.)
 - f Coordinate with NTMWD to understand water supply operations.
- E. Water Master Plan Update
 - a An update to the water master plan report is not included with this task.
- F. Meetings
 - a One (1) meeting with the City to evaluate demand results.

TASK 2 – Wastewater Model Update

- A. Demand Evaluation – The City will assist Kimley-Horn in obtaining existing record information regarding the following:
 - a Historic Demands (peak day, yearly average, winter low, etc.)
 - b Flow Metering Records – The City will provide previous flow meter data
 - c Lift Stations – The City will provide lift station information that includes location, dimensions, age, force main information, and pump information
 - d Provide precipitation data to correlate to weather flows
- B. Evaluate System Demands
 - a Install three (3) flow meters for three (3) months
 - b Evaluate flow data to confirm that per capita and per acreage flows currently utilized in the model are appropriate. Adjust flows if necessary based on historic data.
 - c Evaluate peak flows versus dry weather flows and compare to current peaking factors used for inflow and infiltration and domestic flow.
 - d Revise peak factors as necessary based on evaluation.
- C. Land Use Adjustments
 - a Revise existing and future demand allocations.
- D. Hydraulic Analysis - This task involves reviewing and calibrating a computerized model to analyze the water distribution system. The current model utilizes "SewerCad" by Haestad Methods. Kimley-Horn will use this model with the established design criteria to identify infrastructure improvements required to accommodate existing deficiencies and grown for build-out conditions.

- a Incorporate existing CIP infrastructure which has been constructed since the last model update.
- b Verify the existing infrastructure in the model (wastewater line sizes, force mains, lift station parameters, etc.) are accurate since the last model update based on Record Research.
- c Coordinate with the City's Operation staff to better understand how the pump stations and elevated storage tanks are operated and calibrate the model based on this information.
- d Perform up to ten (10) fire flow test in the field to confirm the system characteristics.
- e Develop model scenarios for hydraulic analysis (i.e. – average day, maximum day plus fire flow, peak hour, etc.)

E. Wastewater Master Plan Update

- a An update to the wastewater master plan report is not included with this task.

F. Meetings

- a One (1) meeting with the City to evaluate demand results.

TASK 3 – Wastewater Flow Monitoring

- A. Obtain flow monitoring information during both dry and wet weather. From this collected data, the inflow response for each storm event is determined to help develop peaking factors. The flow monitoring will also be used to calibrate the wastewater model.
- B. Three (3) Hach FlowDar temporary meters will be installed for three (3) months.
- C. The deliverables will be as follows:
 - a Delivery of factory calibrated flow instruments and communications equipment as specified
 - b Hach-certified installation services and system start-up
 - c In-situ calibration of Hach flow instruments to observed site conditions
 - d As-built documentation of installations and observed site conditions
 - e Standard configuration of instruments for 15-minute data collection and 1-hour data transmission intervals
 - f Customer training on FSDATA software navigation and features, including report generation
 - g Secure 24/7 access to customer data on Hach's FSDATA software, viewable via standard web browsers (i.e., Internet Explorer)
 - h Ongoing monitoring of Hach instrument functionality to ensure instrument uptime
 - i Technical support by phone (800-368-2723) as needed
 - j Planned and unplanned instrument maintenance
 - k Instrument removal upon contract completion

Additional Services if required: Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Providing presentations to the City Council.
- Any services not listed in the Scope of Services

Schedule: Project to begin upon receipt of signed IPO #14A. We will provide our services as expeditiously as practicable.

Deliverables: Kimley-Horn will deliver in a timely manner the results of all services authorized as a part of this IPO. Deliverables will be as required.

Terms of compensation:

The work will be completed on a lump sum basis

Task 1 – Water Model Update	\$41,500
Task 2 – Wastewater Model Update	\$41,500
Task 3 – Wastewater Flow Monitoring	\$22,000

Compensation for Services and Method of Payment shall be as referenced in the Master Agreement.

Other special terms of Individual Project Order: None

ACCEPTED:

CITY OF PRINCETON

KIMLEY-HORN AND ASSOCIATES, INC.



BY: _____

BY: Kevin S. Gaskey, P.E.

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: October 16, 2015

INDIVIDUAL PROJECT ORDER IPO#14B-CIP-IF-WTR-WW-ROAD

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or Consultant), and the City of Princeton (Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated August 19, 2014, which is incorporated herein by reference.

Identification of Project: Impact Fee Update

Project Understanding: The City of Princeton has requested Kimley-Horn to assist with updating the City's water and wastewater impact fees and developing roadway impact fees in accordance with Chapter 395.

The project is anticipated to include:

Scope of Services:

TASK 1 – Water Impact Fee Update

Kimley-Horn will prepare the water impact fee update in conformance with Chapter 395 of the Local Government Code and shall include:

A. Infrastructure Capacity Criteria

Kimley-Horn will coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:

- a Future Transmission Mains (12-inch and larger)
- b Existing and Future Elevated Storage Tanks
- c Existing and Future Ground Storage Tanks
- d Existing and Future Pump Stations

No analysis of the wholesale water provider cost will be included. It is assumed all these costs are paid through utility rates and thus are not recovered through impact fees.

A criterion will not be developed for existing City transmission mains.

B. Water Impact Fee Capital Improvements Plan

Kimley-Horn will coordinate with the City to develop the Water Impact Fee Capital Improvements Plan. It will include the following infrastructure:

- a Future Transmission Mains (12-inch and larger)
- b Existing and Future Elevated Storage Tanks
- c Existing and Future Ground Storage Tanks
- d Existing and Future Pump Stations

Wholesale water provider facilities will not be included in the Impact Fee Capital Improvements Plan.

It will not include existing City transmission lines.

C. Maximum Assessable Water Impact Fee Calculation

Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Water Impact Fee table by meter size. A detailed financial analysis will not be performed to determine the required credit per service unit. Instead the Impact Fee will be reduced by 50% in accordance with Chapter 395.

D. Water Impact Fee Update Report

Kimley-Horn will provide both a draft and final Water Impact Fee Report. The report will include:

- a. Water service area
- b. Narrative of the impact fee update methodology
- c. Impact fee calculations
- d. Water Impact Fee CIP
- e. Exhibits
- f. CIP map with project narratives
- g. Opinion of Probable Construction Costs

E. Public Hearings and Approval

It is anticipated two (2) representatives from Kimley-Horn will prepare for and attend up to five (5) meetings during the public hearing and approval process. These anticipated meetings are as follows:

- a. Prepare for and attend one (1) joint CIAC and Council meeting to present an Impact Fee 101.
- b. Prepare for and attend one (1) CIAC meet to present the land use assumptions and Impact Fee CIP for Water Impact Fees.
- c. Prepare for and attend one (1) Council public hearing to present the land use assumptions and Impact Fee CIP for Water Impact Fees.
- d. Prepare for and attend one (1) CIAC meeting to present the Maximum Assessable Water Impact Fees.
- e. Prepare for and attend one (1) City Council public hearing to present Maximum Assessable Water Impact Fees.

F. Meetings

It is anticipated two (2) representatives from Kimley-Horn will attend up to five (5) project meetings. These anticipated meetings are as follows:

- a. Meeting to review draft impact fee reports with the City.

- b. Meeting to review power point presentation for CIAC to present land use assumptions and Impact Fee CIP for water impact fees.
- c. Meeting to review power point presentation for City Council public hearing to present land use assumptions and Impact Fee CIP for water roadway impact fees.
- d. Meeting to review power point presentation for CIAC to present Maximum Assessable Water Impact Fees
- e. Meeting to review power point presentation for City Council public hearing to present Maximum Assessable Water Impact Fees

G. Deliverables

- a. Electronic files and hard copy of the Draft Water Impact Fee Report
- b. Upon final approval of the Impact Fee Update and new ordinance by the City Council, Kimley-Horn will provide twenty (20) originals of the Final Impact Fee Update Report.

TASK 2 – Wastewater Impact Fee Update

Kimley-Horn will prepare the wastewater impact fee update in conformance with Chapter 395 of the Local Government Code and shall include:

A. Infrastructure Capacity Criteria

Kimley-Horn will coordinate with the City to obtain the criterion for determining the ten (10) year capacity of the following infrastructure:

- a. Existing Trunk Mains that are 12-inch and larger
- b. Future Trunk Mains (12-inch and larger)
- c. Existing and Future Lift Stations
- d. Existing and Future Force Mains

No analysis of the wholesale wastewater provider cost will be included. It is assumed that all these costs are paid through utility rates and thus are not recovered through impact fees.

B. Wastewater Impact Fee Capital Improvements Plan

Kimley-Horn will coordinate with the City to develop the Wastewater Impact Fee Capital Improvements Plan. It will include the following infrastructure:

- a. Existing Trunk Mains that are 12-inch and larger
- b. Future Trunk Mains (12-inch and larger)
- c. Existing and Future Lift Stations
- d. Existing and Future Force Mains

Wholesale wastewater provider facilities will not be included in the Impact Fee Capital Improvements Plan.

C. Maximum Assessable Wastewater Impact Fee Calculation

Kimley-Horn will calculate the additional service units based on the Land Use Assumptions. Kimley-Horn will then calculate the Impact Fee per service unit, unit equivalents by meter size and the Maximum Assessable Wastewater Impact Fee table by meter size. A detailed financial analysis will not be performed to determine the required credit per service unit. Instead the Impact Fee will be reduced by 50% in accordance with Chapter 395.

D. Wastewater Report

Kimley-Horn will provide both a draft and final Wastewater Impact Fee Report. The report will include:

- a. Wastewater service area
- b. Narrative of the impact fee update methodology
- c. Impact fee calculations
- d. Wastewater Impact Fee CIP
- e. Exhibits
- f. CIP map with project narratives
- g. Opinion of Probable Construction Costs

E. Public Hearings and Approval

It is anticipated two (2) representatives from Kimley-Horn will prepare for and attend up to five (5) meetings during the public hearing and approval process. These anticipated meetings are as follows:

- a. Prepare for and attend one (1) joint CIAC and Council meeting to present an Impact Fee 101.
- b. Prepare for and attend one (1) CIAC meet to present the land use assumptions and Impact Fee CIP for Wastewater Impact Fees.
- c. Prepare for and attend one (1) Council public hearing to present the land use assumptions and Impact Fee CIP for Wastewater Impact Fees.
- d. Prepare for and attend one (1) CIAC meeting to present the Maximum Assessable Wastewater Impact Fees.
- e. Prepare for and attend one (1) City Council public hearing to present Maximum Assessable Wastewater Impact Fees.

F. Meetings

It is anticipated two (2) representatives from Kimley-Horn will attend up to five (5) project meetings. These anticipated meetings are as follows:

- a. Meeting to review draft impact fee reports with the City.
- b. Meeting to review power point presentation for CIAC to present land use assumptions and Impact Fee CIP for wastewater impact fees.
- c. Meeting to review power point presentation for City Council public hearing to present land use assumptions and Impact Fee CIP for wastewater impact fees.

- d. Meeting to review power point presentation for CIAC to present Maximum Assessable Wastewater Impact Fees
- e. Meeting to review power point presentation for City Council public hearing to present Maximum Assessable Wastewater Impact Fees

G. Deliverables

- a. Electronic files and hard copy of the Draft Wastewater Impact Fee Report
- b. Upon final approval of the Impact Fee Update and new ordinance by the City Council, Kimley-Horn will provide twenty (20) originals of the Final Impact Fee Update Report.

TASK 3 – Roadway Impact Fee Study

Kimley-Horn will assist the City in developing the impact fees in conformance with Chapter 395 of the Local Government Code and shall include:

A. Data Collection

Kimley-Horn will collect the following data:

- a. Historical Building Permit Data – The City shall provide the last five years of building permit data
- b. Land Use Assumptions – The City shall provide the land use assumptions to be utilized for the impact fee report. This data should include existing number of homes and build out number of homes.
- c. Traffic Counts – The City shall provide data (current and historical) for all roadway segments on the current Master Thoroughfare Plan. If additional traffic counts are required, Kimley-Horn will perform a maximum of twenty (20) traffic counts to collect this additional data.

B. Thoroughfare Plan Development

Kimley-Horn will collect the following data:

- a. Kimley-Horn will develop a Thoroughfare Plan Map showing the roadways and functional classifications. This task is intended to be a map the thoroughfare plan and assist the City in functional classification designation.

C. 10-Year Growth Projections and Capacity Analysis

- a. Kimley-Horn will develop the service area boundaries. It is anticipated that two service areas will be utilized.
- b. In consultation with the City staff, Kimley-Horn will determine land use categories to be included in the land use vehicle-mile equivalency table.
- c. Kimley-Horn will identify the service units for new development and the average trip length. Using the 9th Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual, Kimley-Horn will develop trip generation and pass-by trip rates.

- d Kimley-Horn will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies.
- e Kimley-Horn will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand by service area. Kimley-Horn will determine the capacity available for new growth.

D. Roadway Impact Fee Capital Improvement Plan

- a The City will provide the Roadway Impact Fee Capital Improvements Plan to Kimley-Horn, which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be given to Kimley-Horn from the City along with escalation rate to be used. The City shall provide Kimley-Horn with actual City cost information for previously completed projects with excess capacity and any cost contribution to County or State projects.
- b Kimley-Horn will identify the portion of project improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.

E. Maximum Assessable Roadway Impact Fee Calculation

Using the newly developed 10-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, Kimley-Horn will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting maximum assessable roadway impact fees by service area. Kimley-Horn will incorporate the financial analysis performed (if applicable) to determine the maximum assessable impact fee per service unit.

F. Roadway Report

Kimley-Horn will provide both a draft and final Roadway Impact Fee Report. The report will include:

- a. Roadway service areas
- b. Narrative of the impact fee study methodology
- c. Impact fee calculations
- d. Roadway Impact Fee CIP
- e. Exhibits
- f. CIP Map
- g. Opinion of Probable Construction Costs

G. Public Hearings and Approval

It is anticipated two (2) representatives from Kimley-Horn will prepare for and attend up to five (5) meetings during the public hearing and approval process. These anticipated meetings are as follows:

- a. Prepare for and attend one (1) joint CIAC and Council meeting to present an Impact Fee 101.

- b. Prepare for and attend one (1) CIAC meet to present the land use assumptions and Impact Fee CIP for Roadway Impact Fees.
- c. Prepare for and attend one (1) Council public hearing to present the land use assumptions and Impact Fee CIP for Roadway Impact Fees.
- d. Prepare for and attend one (1) CIAC meeting to present the Maximum Assessable Roadway Impact Fees.
- e. Prepare for and attend one (1) City Council public hearing to present Maximum Assessable Roadway Impact Fees.

H. Meetings

It is anticipated two (2) representatives from Kimley-Horn will attend up to six (6) project meetings. These anticipated meetings are as follows:

- f. Meeting to review thoroughfare plan
- g. Meeting to review draft impact fee reports with the City.
- h. Meeting to review power point presentation for CIAC to present land use assumptions and Impact Fee CIP for roadway impact fees.
- i. Meeting to review power point presentation for City Council public hearing to present land use assumptions and Impact Fee CIP for roadway impact fees.
- j. Meeting to review power point presentation for CIAC to present Maximum Assessable Roadway Impact Fees
- k. Meeting to review power point presentation for City Council public hearing to present Maximum Assessable Roadway Impact Fees

I. Deliverables

- a Hard copy of the Draft Roadway Impact Fee Report
- b Upon final approval of the Impact Fee Study and new ordinance by the City Council, Kimley-Horn will provide twenty (20) originals of the Final Impact Fee Study Report.

Additional Services if required: Additional Services will be negotiated at the time they are identified.

Schedule: Project to begin upon receipt of signed IPO #14B. We will provide our services as expeditiously as practicable.

Deliverables: Kimley-Horn will deliver, in a mutually agreed upon time, the results of services authorized as a part of this IPO. Deliverables will be as required.

Terms of compensation:

The work will be completed on a lump sum basis

Task 1 – Water Impact Fee Update	\$31,000
Task 2 – Wastewater Impact Fee Update	\$31,000
Task 3 – Roadway Impact Fee Study	\$45,000

Compensation for Services and Method of Payment shall be as referenced in the Master Agreement.

Other special terms of Individual Project Order: None

ACCEPTED:

CITY OF PRINCETON

KIMLEY-HORN AND ASSOCIATES, INC.



BY: _____

BY: Kevin S. Gaskey, P.E.

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: October 20, 2015



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: November 9, 2015

SUBJECT: Hazelwood Sewer Line

STAFF RESOURCE: Tommy Mapp

PREVIOUS COUNCIL ACTION

In 2014 the City Council approved the staff to apply for a Community Block Grant for the replacement for this line. The Grant was denied this year and the Staff does not believe the line will last until a grant can be acquired.

ACTION PROPOSED:

Direct the Staff to execute the Individual Project Order for the design of the line.

BACKGROUND

This line has been on a regular maintenance program in order to keep it clear. In 2013 this line backed up into a home located on Hazelwood Dr. which resulted in an insurance claim. This line is a 40 year old clay tile line and continues to be a problem.

STAFF RECOMMENDATION

The Staff recommends the approval of resolution #2015-11-09-R-01 for the allocation of the funds for this design.

MOTION

Approve the Resolution and authorize the City Manager to execute the Individual Project Order directing Kimley Horn to proceed with the tasks related to the design.

ATTACHMENTS

Project Report S21

Sincerely,

A handwritten signature in black ink, appearing to read "Derek Borg". The signature is written in a cursive, flowing style.

City Manager
Derek Borg



Project Report

Project priority: High **Project Number:** CIP-S21 **Project Status:** On Hold

Project Title: Hazelwood Sewer Line Reconstruction

Project Start Date: Undetermined **Projected Completion:** Undetermined

Proposed Start Date: **Project Leader:** Un Assigned

Project Budget: \$75,000

Funding Source: Project not funded, Grant Denied

Project Description

The reconstruction of the sewer line located on the North side of the North residences on Hazelwood St. East of 4th St. became necessary after a sewer backup was detected early in 2011. The project consists of engineering and construction to replace a section of several hundred ft. of sewer line that has failed and the reconstruction of one possibly two manholes. This condition currently requires regular maintenance to keep it flowing. The project was estimated; however the cost can only be determined through the bidding process.

Project Schedule:	2015			2016								
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Design												
Bid and Award												
Construction												

Budget Status

Expended to Date: \$0

Additional Expenditures to Date: None

CITY OF PRINCETON, TEXAS
COMMITMENT OF FUNDS FOR SPECIFIC PROJECT
RESOLUTION NO. 2015-11-09-R-01

**A RESOLUTION OF THE CITY OF PRINCETON, TEXAS, ESTABLISHING THE
ALLOCATION OF FUNDS TO DESIGN A WASTE WATER LINE ALONG THE ALLEY
NORTH OF HAZELWOOD.**

WHEREAS, the City Council of the City of Princeton has determined that it is in the best interest of the City to design a new waste water line along the alley north of Hazelwood, and

WHEREAS, the City Council of the City of Princeton has determined that \$15,000 be allocated from the design of the waste water line, and

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, THAT
THE FUNDS ARE HEARBY COMMITTEDS FOR THE MENTIONED PROJECT.**

ARTICLE 1.

The amount of \$15,000 is hereby allocated from the Utility Fund Reserves.

Effective Date.

This Resolution shall be effective upon the date of passage by the City Council.

PASSED by the City Council of the City of Princeton, Texas, this 9th day of October, 2015.

APPROVED:

ATTEST:

Mayor,

Lesia Thornhill, City Secretary



CITY COUNCIL AGENDA COMMUNICATION

AGENDA DATE: November 9, 2015

SUBJECT: Creation of a Storm Water Utility

STAFF RESOURCE: City Manager

PREVIOUS COUNCIL ACTION

In January 2014 the City Council was given a presentation outlining the options for the creation and funding a Storm Water Utility. In September 2014 the City Council passed the annual Budget creating the separate category for the Municipal Separate Storm Sewer System, MS4.

ACTION PROPOSED:

Direct the Staff to execute the Individual Project Order for the creation of a Storm Water Utility.

BACKGROUND

In June 2014 the City developed a storm water management Program and submitted a detailed permit application to TCEQ for the issuance of a permit. The City was issued a permit by TCEQ for the management of a Municipal Separate Storm Sewer System, MS4. Permit Number TXR040000

This was an unfunded mandate from the Environmental Protection Agency based on the growth and population of the City. The City now must comply with the requirements of the Texas Pollutant Discharge Elimination System and manage the infrastructure related to the storm water.

One of the first components in the management of the system is to develop a map of the existing storm water system and identify all of the potential sites for illicit discharge. This map will also show the problem areas that may require public improvement in the future. TCEQ requires a detailed report submitted each year detailing the progress in implementing the best management practices outlined in the permit.

In order to manage the requirements within the permit, the City must receive revenue that will be adequate to cover the costs related to the administration and the operation of the storm water system. I have attached the previous presentation for your review and questions. As the City is

required to build upon the system and the management, the need for detailed planning is imperative.

STAFF RECOMMENDATION

The Staff recommends the approval of resolution #2015-11-09-R-02 for the allocation of the funds for creating the Storm Water Utility and the development of the funding plan.

MOTION

Approve the Resolution and authorize the City Manager to execute the Individual Project Order directing Kimley Horn to proceed with the tasks related to the creation of the Storm Water Utility.

ATTACHMENTS

IPO #15-SWU
Power Point Presentation, Storm Water Utility January 2014
Resolution #2015-11-09-R-02
TLGC Chapter 552 subsection C

Sincerely,



City Manager
Derek Borg

INDIVIDUAL PROJECT ORDER IPO#15-SWU

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn or Consultant), and the City of Princeton (Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated August 19, 2014, which is incorporated herein by reference.

Identification of Project: Enactment of a Storm Water Utility

Project Understanding: The Consultant understands the City is proposing to enact a Storm Water Utility. The following scope of services summarizes the effort proposed by the Consultant to assist the City with the enactment. The Consultant understands the City will provide all information regarding revenue needs, applicable revenue sources, and potential projected system needs including, but not limited to, required capital improvements and desired funding plan for said improvements. Evaluation of the revenue needs and projected costs for the City is not part of this scope of services.

The following assumptions were made in the development of the scope below:

- The service area of the utility will be the Princeton City limits as shown on the City website per http://www.princetontx.gov/download/annex_map_10-2011.pdf.
- The City does not have a good inventory of impervious area for all of the properties in the City.
- The utility billing system will be based on Collin Central Appraisal District (CCAD) parcel data.
- The City will provide all information regarding revenue needs and applicable sources currently funding storm water.
- Readily available aerial photography of the City will be used as a basis for impervious analysis.
- The City will provide a projection of costs and financial plan for the utility. The Consultant will not be responsible for evaluating the funding sources or revenue needs of the City.

Scope of Services:

Task 1 - Data Gathering – \$4,000

The City will provide the following information (information on file at Kimley-Horn from prior engagements will be used where applicable). The Consultant will review and evaluate the data.

- Current Collin Central Appraisal District (CCAD) parcel data in GIS *.shp files
- Current aerial photos (if available)
- Current City boundary in GIS *.shp file
- Building footprints in GIS *.shp file, if available
- Topographic data for the City (if available)
- Utility billing database
- Detailed information regarding revenue needs for the utility

Aerial and topographic information not available from the City of Princeton will be researched and obtained from other readily available sources. If there is a cost for obtaining the aerial photography at a resolution that will guarantee 90% accuracy it will be charged under an Addendum to this contract. The City will be

responsible for providing impervious data for development that has occurred following the date of the aerial imagery.

The Consultant will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client or by others for whom the Consultant is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services.

Task 2 - Development of Impervious Data Set – \$15,000

Using the data sets listed in Task 1, the Consultant will develop an impervious cover dataset by CCAD parcel for which the City will collect a storm water fee. The consultant anticipates the boundary of the storm water fee and the boundary of the data set will be set at the current City limits. The Consultant will perform the following effort:

- The Consultant will use available GIS based software to identify impervious area throughout the City limits. The Consultant will use ArcGIS to identify impervious and pervious areas. The Consultant will use an iterative process where an initial impervious estimate will be produced by assigning values to specific pixels in the image. The program will analyze the image using those assignments to determine impervious area. The process will be repeated to refine the determination. The Consultant will perform visual inspection of results via a review of aerial photography to identify incorrectly classified areas and improve accuracy. The Consultant will manually edit incorrectly classified areas. The Consultant anticipates one day of site visits to perform spot checks of the classified data.
- The Consultant will convert the resulting impervious cover information to the proper shapefile format and intersect the impervious coverage information with CCAD parcel information to calculate the impervious area on each parcel in the City limits.

The Consultant will perform this effort one time using the aerial, parcel and City limit information provided by the City as part of Task 1. The Consultant can perform subsequent impervious data set analyses as an additional service if any of the data in Task 1 is modified following the onset of Task 2.

Task 3 - Account Review - \$5,000

The Consultant will review utility billing database to identify the following:

- Parcels with multiple billing accounts
- Parcels with impervious coverage and no existing billing account
- Federal properties (as defined by CCAD)
- Railroad properties (as defined by CCAD)
- Properties with mandatory exemptions
- Other potential parcel definition issues

As part of the submittals described in Task 7 (below), the Consultant will provide the City with recommendations regarding (1) identified exceptions, (2) parcels with multiple accounts, (3) parcels with no

current accounts, and (4) required and discretionary exemptions based on the Texas Local Government Code and discussions with staff.

Task 4 - Potential Project Review - \$5,000

The Consultant will meet with the City one time to discuss up to 5 potential projects the City would like to include as part of the Cost of Service for the utility. Following the meeting, the Consultant will prepare opinions of probable cost for the selected projects. The Consultant will provide the City with a summary of the projects and the anticipated opinion of probable costs. This scope does not include any design for the proposed projects or any analysis of the drainage concerns that require the projects.

The Consultant understands the City will use the opinion of probable costs provided by the Consultant to evaluate the revenue needs of the utility. Evaluation of revenue needs and projected costs for the City is not a part of this scope of services.

Task 5 - Determine Fee Structures – \$22,000

The Consultant will perform the following effort:

- Establish ERU and Fee Structure – Using the GIS impervious data prepared in Task 2, the Consultant will establish an Equivalent Residential Unit (ERU) based on average impervious area for single family residential parcels throughout the City. Using the GIS impervious area data, the Consultant will develop a fee structure. Single family properties will be assessed a single fee. For other properties, the fee will be based on impervious area within the parcel.
- Incentive program recommendations – The Consultant and the City will identify methods to improve storm water quality and quantity impacts that the City wishes to incentivize using utility fee credits. The Consultant and the City will also determine the incentives the City will offer through the utility. The incentive may be based on the potential cost savings to the City offered by adoption of the identified methods, or may be based on a City directed desire to promote water quality.
- Impact analysis – The Consultant will develop a multi-year fee model based on the ERU and the fee structure. The model will allow evaluation of key variables such as anticipated annual growth in impervious area, annual variations in billing rates, the impact of discretionary fee exemptions by development category, and the impact of incentive programs. The City will provide future drainage utility total annual revenue needs for each of the five fiscal years to be used as direct inputs to the model. The model will allow for project of billing rates necessary to achieve the funding needs for the next five years anticipating the impacts of exemptions and incentives. The Consultant will also allow for the analysis of the impacts for the proposed fee structure to existing accounts based on impervious surface area input by the City. This task includes three iterations of the impact analysis due to revisions to key variables.

Task 6 - Evaluate Billing Mechanism - \$8,000

The Consultant will meet with City staff one time to discuss the current utility billing system and the additional information that will be required to transition the billing system to the new fee structure. The Consultant and staff will identify the information necessary to be included with the billing system and the preferred format for the transfer of the information. The Consultant will establish a master data file migration protocol for import of account specific drainage utility customer data. The Consultant will also provide recommendations regarding maintenance of the database following project completion. Recommendations will include steps during the development process where information from building

permits will be process to be included in the impervious cover files to keep impervious coverage up to date.

The Consultant will provide the following information one time as a deliverable:

- Final GIS*.shp file associated database and metadata
- BCAD Parcel ID's
- Square footage of land area and impervious cover for each parcel
- Number of ERU's per parcel
- Property Owner for each parcel as listed in the CCAD parcel data provided by the City.

Task 7 - Recommendations for Ordinance - \$10,000

The Consultant will draft an Ordinance to enact the utility for review by the City. Items to be addressed include definitions, incorporation of the rate structure, service area, statutory and discretionary property exemptions, customers appeals process, customer credits, responsible City department, and recovery of non-payment of fee. Consultant will coordinate with the City Attorney regarding the review of the ordinance and will address one round of comments.

Task 8 - Project Documentation - \$10,000

The Consultant will prepare the following documentation, in addition to the documentation discussed in the previous tasks:

- Preliminary Storm Water Utility Fee Comprehensive Study Draft – The Consultant will provide a report that incorporates the initial findings, recommendations, impact analysis, presentation of the current cost of service and project cost of service as provided by the City, a schedule of current and recommended fees, recommended fee incentives, and metadata for the impervious GIS data. The cost of service and projected cost information will be provided by the City.
- Final Storm Water Utility Fee Comprehensive Study – The Consultant will incorporate City suggestions and revisions to provide a report that incorporates and expands the preliminary report.

Task 9 - Public Involvement and Outreach - Hourly

The Consultant anticipates the public hearing and approval process will consist of meetings as required by the Texas Local Government Code, along with additional meetings as requested by the City to engage other interested parties and stakeholders. Meeting facilities for stakeholder meetings and public meetings will be provided by the City. This task provides for the Consultant to prepare for, attend, and assist with potential meetings. Meetings may include:

- Meetings with City staff
- Meetings with Council
- Neighborhood/stakeholder meetings

Additional Services if required: Additional Services will be negotiated at the time they are identified.

Schedule: Project to begin upon receipt of signed IPO #15. We will provide our services as expeditiously as practicable.

Deliverables: Kimley-Horn will deliver in a timely manner the results of all services authorized as a part of this IPO. Deliverables will be as required.

Terms of compensation:

Kimley-Horn will perform Task 1 on a Lump Sum Basis of \$4,000

Kimley Horn will perform Task 2 on a Lump Sum Basis of \$15,000

Kimley Horn will perform Task 3 on a Lump Sum Basis of \$5,000

Kimley-Horn will perform Task 4 on a Lump Sum Basis of \$5,000

Kimley Horn will perform Task 5 on a Lump Sum Basis of \$22,000

Kimley Horn will perform Task 6 on a Lump Sum Basis of \$8,000.

Kimley-Horn will perform Task 7 on a Lump Sum Basis of \$10,000

Kimley Horn will perform Task 8 on a Lump Sum Basis of \$10,000

Kimley-Horn will perform Task 9 on an Hourly Basis using our current hourly rates. The projected total for this Task is \$10,000. Fee projections for this task are for general budgeting purposes only. Actual fees may be less or more than the estimates.

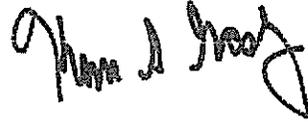
Compensation for Services and Method of Payment shall be as referenced in the Master Agreement.

Other special terms of Individual Project Order: None

ACCEPTED:

CITY OF PRINCETON

KIMLEY-HORN AND ASSOCIATES, INC.



BY: _____

BY: _____

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: October 26, 2015

SUBCHAPTER C. MUNICIPAL DRAINAGE UTILITY SYSTEMS

Sec. 552.041. SHORT TITLE. This subchapter may be cited as the Municipal Drainage Utility Systems Act.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991.

Renumbered from Local Government Code, Section 402.041 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

Sec. 552.042. LEGISLATIVE FINDING. (a) The legislature finds that authority is needed to:

(1) permit municipalities to establish a municipal drainage utility system within the established service area;

(2) provide rules for the use, operation, and financing of the system;

(3) protect the public health and safety in municipalities from loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from nonpoint source runoff within the boundaries of the established service area;

(4) delegate to municipalities the power to declare, after a public hearing, a drainage system created under this

subchapter to be a public utility;

(5) prescribe bases on which a municipal drainage utility system may be funded and fees in support of the system may be assessed, levied, and collected;

(6) provide exemptions of certain persons from this subchapter; and

(7) prescribe other rules related to the subject of municipal drainage.

(b) This subchapter is remedial.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1230, Sec. 1(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991.

Renumbered from Local Government Code, Section 402.042 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

Sec. 552.043. APPLICATION OF SUBCHAPTER TO MUNICIPALITIES.

This subchapter applies to any municipality.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1230, Sec. 1(c), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991.

Renumbered from Local Government Code, Section 402.043 by Acts

2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2),
eff. April 1, 2009.

Sec. 552.044. DEFINITIONS. In this subchapter:

(1)(A) "Benefitted property" means an improved lot or tract to which drainage service is made available under this subchapter.

(B) "Benefitted property," in a municipality with a population of more than 1.18 million located primarily in a county with a population of 2 million or more which is operating a drainage utility system under this chapter, means a lot or tract, but does not include land appraised for agricultural use, to which drainage service is made available under this subchapter and which discharges into a creek, river, slough, culvert, or other channel that is part of the municipality's drainage utility system. Sections 552.053(c)(2) and (c)(3) do not apply to a municipality described in this subdivision.

(2) "Cost of service" as applied to a drainage system service to any benefitted property means:

(A) the prorated cost of the acquisition, whether by eminent domain or otherwise, of land, rights-of-way, options to purchase land, easements, and interests in land relating to structures, equipment, and facilities used in

draining the benefitted property;

(B) the prorated cost of the acquisition, construction, repair, and maintenance of structures, equipment, and facilities used in draining the benefitted property;

(C) the prorated cost of architectural, engineering, legal, and related services, plans and specifications, studies, surveys, estimates of cost and of revenue, and all other expenses necessary or incident to planning, providing, or determining the feasibility and practicability of structures, equipment, and facilities used in draining the benefitted property;

(D) the prorated cost of all machinery, equipment, furniture, and facilities necessary or incident to the provision and operation of draining the benefitted property;

(E) the prorated cost of funding and financing charges and interest arising from construction projects and the start-up cost of a drainage facility used in draining the benefitted property;

(F) the prorated cost of debt service and reserve requirements of structures, equipment, and facilities provided by revenue bonds or other drainage revenue-pledge securities or obligations issued by the municipality; and

(G) the administrative costs of a drainage utility system.

(3) "Drainage" means bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

(4) "Drainage charge" means:

(A) the levy imposed to recover the cost of the service of the municipality in furnishing drainage for any benefitted property; and

(B) if specifically provided by the governing body of the municipality by ordinance, an amount made in contribution to funding of future drainage system construction by the municipality.

(5) "Drainage system" means the drainage owned or controlled in whole or in part by the municipality and dedicated to the service of benefitted property, including provisions for additions to the system.

(6) "Facilities" means the property, either real, personal, or mixed, that is used in providing drainage and included in the system.

(7) "Public utility" means a drainage service that is

regularly provided by the municipality through municipal property dedicated to that service to the users of benefitted property within the service area and that is based on:

- (A) an established schedule of charges;
- (B) the use of the police power to implement the service; and
- (C) nondiscriminatory, reasonable, and equitable terms as declared under this subchapter.

(8) "Service area" means the municipal boundaries and any other land areas outside the municipal boundaries which, as a result of topography or hydraulics, contribute overland flow into the watersheds served by the drainage system of a municipality; provided, however, that in no event may a service area extend farther than the boundaries of a municipality's current extraterritorial jurisdiction, nor, except as provided by Section 552.0451, may a service area of one municipality extend into the boundaries of another municipality. The service area is to be established in the ordinance establishing the drainage utility. Provided, that no municipality shall extend a service area outside of its municipal boundaries except:

- (A) a municipality of more than 500,000 population located within 50 miles of an international border;
- (B) a municipality all or part of which is located over or within the Edwards Aquifer recharge zone or the

Edwards Aquifer transition zone, as designated by the Texas Natural Resource Conservation Commission; or

(C) as provided by Section 552.0451.

(9) "User" means the person or entity who owns or occupies a benefitted property.

(10) "Improved lot or tract" means a lot or tract that has a structure or other improvement on it that causes an impervious coverage of the soil under the structure or improvement.

(11) "Wholly sufficient and privately owned drainage system" means land owned and operated by a person other than a municipal drainage utility system the drainage of which does not discharge into a creek, river, slough, culvert, or other channel that is part of a municipal drainage utility system.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1230, Sec. 1(d), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991; Acts 1993, 73rd Leg., ch. 674, Sec. 1, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 773, Sec. 1, eff. June 18, 1993; Acts 1995, 74th Leg., ch. 35, Sec. 1, eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 76, Sec. 11.258, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 633, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 13.22, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 669, Sec. 108, eff. Sept. 1, 2001.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 520 (S.B. 688), Sec. 1, eff. June 16, 2007.

Renumbered from Local Government Code, Section 402.044 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.77(5), eff. April 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. 2702), Sec. 101, eff. September 1, 2011.

Sec. 552.045. ADOPTION OF SYSTEM; RULES. (a) Subject to the requirements in Subsections (b) and (c), the governing body of the municipality, by a majority vote of its entire membership, may adopt this subchapter by an ordinance that declares the adoption and that declares the drainage of the municipality to be a public utility.

(b) Before adopting the ordinance, the governing body must find that:

(1) the municipality will establish a schedule of drainage charges against all real property in the proposed service area subject to charges under this subchapter;

(2) the municipality will provide drainage for all

real property in the proposed service area on payment of drainage charges, except real property exempted under this subchapter; and

(3) the municipality will offer drainage service on nondiscriminatory, reasonable, and equitable terms.

(c) Before adopting the ordinance, the governing body must publish a notice in a newspaper of general circulation in the municipality stating the time and place of a public hearing to consider the proposed ordinance. The proposed ordinance must be published in full in the notice. The governing body shall publish the notice three times before the date of the hearing. The first publication must occur on or before the 30th day before the date of the hearing.

(d) After passage of the ordinance adopting this subchapter, the municipality may levy a schedule of drainage charges. The municipality must hold a public hearing on the charges before levying the charges. The municipality must give notice of the hearing in the manner provided by Subsection (c). The proposed schedule of drainage charges, as originally adopted or as revised, must be published in the notice.

(e) The municipality by ordinance may adopt and enforce rules as it considers appropriate to operate the drainage utility system. Provided, however, that the prohibitions contained in Section 212.003(a) of the Local Government Code

relating to quasi-zoning and other land use regulations in the extraterritorial jurisdiction of a municipality shall apply to any rule or ordinance adopted or enacted by the municipality under this Act, except that rates may be established using impervious cover measurements relating to land use and building size.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1230, Sec. 1(e), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991.

Renumbered from Local Government Code, Section 402.045 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

Sec. 552.0451. EXTENSION OF SERVICE AREA BY CERTAIN MUNICIPALITIES. (a) A municipality with a population of more than 900,000 located in one or more counties with a population of less than 1.5 million as of the 1990 federal census may extend its service area:

(1) into the boundaries of another municipality if:

(A) before the extension water from the municipality to which the service area is to be extended regularly drains into the drainage system of the municipality extending its service area; and

(B) the extension is provided for by an interlocal agreement between the municipalities; or

(2) beyond its municipal boundaries into an unincorporated area of its extraterritorial jurisdiction if:

(A) before the extension water from the area to which the service area is to be extended regularly drains into the drainage system of the municipality extending its service area; and

(B) the extension is provided for by an interlocal agreement between the municipality extending its service area and the county containing the area to which the service area is to be extended.

(b) An interlocal agreement under Subsection (a) may:

(1) contain provisions necessary for the operation of a drainage system within the area to which the service area is extended; and

(2) provide for charges for treatment of drainage water and methods of assessment of the charges to an owner of a lot or tract of benefitted property in the area to which the service area is extended.

(c) Charges and methods of assessment agreed to under Subsection (b)(2) must comply with Section 552.047.

Added by Acts 1993, 73rd Leg., ch. 773, Sec. 2, eff. June 18, 1993.

Renumbered from Local Government Code, Section 402.0451 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.77(6), eff. April 1, 2009.

Sec. 552.046. INCORPORATION OF EXISTING FACILITIES. The municipality may incorporate existing drainage facilities, materials, and supplies into the drainage utility system.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991.

Renumbered from Local Government Code, Section 402.046 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

Sec. 552.047. DRAINAGE CHARGES. (a) The governing body of the municipality may charge a lot or tract of benefitted property for drainage service on any basis other than the value of the property, but the basis must be directly related to drainage and the terms of the levy, and any classification of the benefitted properties in the municipality must be nondiscriminatory, equitable, and reasonable.

(b) In setting the schedule of charges for drainage service, the governing body must base its calculations on an inventory of the lots and tracts within the service area. The governing body may use approved tax plats and assessment rolls for that purpose. The governing body may also consider the land use made of the benefitted property. The governing body may consider the size, in area, the number of water meters, and topography of a parcel of benefitted property, in assessing the drainage charge to the property.

(c) The governing body may fix rates for drainage charges in advance and may change, adjust, and readjust the rates and charges for drainage service from time to time. The rates must be equitable for similar services in all areas of the service area.

(d) Unless a person's lot or tract is exempted under this subchapter, the person may not use the drainage system for the lot or tract unless the person pays the full, established, drainage charge.

(e) Users residing within the established service area, but outside the municipality's boundaries, may appeal rates established for drainage charges under Section 13.043(b), Water Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16,

1991; Acts 1995, 74th Leg., ch. 76, Sec. 11.259, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 633, Sec. 2, eff. Sept. 1, 1997.

Renumbered from Local Government Code, Section 402.047 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 170 (H.B. 1600), Sec. 2.87, eff. September 1, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 171 (S.B. 567), Sec. 87, eff. September 1, 2013.

Sec. 552.048. BILLINGS; DEPOSIT NOT REQUIRED. (a) The municipality may bill drainage charges, identified separately, with the municipality's other public utility billings. Any delinquent billings may be collected on the benefitted property under the procedure prescribed by this subchapter.

(b) The municipality may not require a deposit for drainage service as a precondition to accepting surface flow in the drainage utility system.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991.

Renumbered from Local Government Code, Section 402.048 by Acts

2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2),
eff. April 1, 2009.

Sec. 552.049. SEGREGATION OF INCOME. The income of a drainage utility system must be segregated and completely identifiable in municipal accounts. If drainage charges are solely for the cost of service, the municipality may transfer the charges in whole or in part to the municipal general fund, except for any part collected outside municipal boundaries and except for any part pledged to retire any outstanding indebtedness or obligation incurred, or as a reserve for future construction, repair, or maintenance of the drainage system. If the governing body has levied, in the drainage charge, an amount in contribution to the funding of future system improvements, including replacement, new construction, or extension, that amount is not transferable to the general fund.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1230, Sec. 1(f), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991.

Renumbered from Local Government Code, Section 402.049 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2),
eff. April 1, 2009.

Sec. 552.050. DELINQUENT CHARGES. (a) Any charge due hereunder which is not paid when due may be recovered in an action at law by the municipality. In addition to any other remedies or penalties provided at law or in this subchapter, failure of a user of the municipal utilities within the service area to pay the charges promptly when due shall subject such user to discontinuance of any utility services provided by the municipality, and municipalities are hereby empowered to enforce this provision against delinquent users. The employees of the utility established in accordance with this subchapter shall have access, at all reasonable times, to any benefitted properties served by the drainage utility for inspection or repair or for the enforcement of the provisions of this subchapter.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991.

Renumbered from Local Government Code, Section 402.050 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

Sec. 552.051. DRAINAGE REVENUE BONDS. By majority vote of the governing body, the municipality may issue drainage revenue bonds. The municipality may use Chapter 1201, Government Code.

In addition, the municipality may pledge income received by contracts for the provision of drainage to other governments or governmental subdivisions located inside or outside the service area.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991; Acts 2001, 77th Leg., ch. 1420, Sec. 8.350, eff. Sept. 1, 2001.

Renumbered from Local Government Code, Section 402.051 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

Sec. 552.052. DISCONTINUATION OF DRAINAGE SYSTEM. (a) If, after at least five years of substantially continuous operation of a municipal drainage system, the governing body of the municipality determines that the system should be discontinued, that the powers under this subchapter should be revoked, and that provision for municipal drainage should be made by other revenues, the governing body may adopt an ordinance to that effect after providing notice and a public hearing as provided by Section 552.045.

(b) If the municipality discontinues a system under Subsection (a), it may not adopt a system under this subchapter for at least five years after the discontinuation.

(c) A discontinuation does not affect a written obligation incurred by the municipality for funding or for the purchase of equipment, materials, or labor for the drainage system that is not then fully paid or otherwise discharged.

(d) A claim for damages based on an alleged failure of the drainage system that is filed with the municipality before the adoption of the ordinance discontinuing the drainage system is not abated by the discontinuation.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1989, 71st Leg., ch. 1230, Sec. 1(g), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991.

Renumbered from Local Government Code, Section 402.052 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.77(7), eff. April 1, 2009.

This section was amended by the 84th Legislature. Pending publication of the current statutes, see H.B. 1662, 84th Legislature, Regular Session, for amendments affecting this section.

Sec. 552.053. EXEMPTIONS. (a) A governmental entity or

person described by Subsection (b) and a lot or tract in which the governmental entity or person holds a freehold interest may be exempt from this subchapter and all ordinances, resolutions, and rules adopted under this subchapter.

(b) The following may be exempt:

- (1) this state;
- (2) a county;
- (3) a municipality;
- (4) a school district.

(c) The following shall be exempt from the provisions of any rules or ordinances adopted by a municipality pursuant to this Act:

(1) property with proper construction and maintenance of a wholly sufficient and privately owned drainage system;

(2) property held and maintained in its natural state, until such time that the property is developed and all of the public infrastructure constructed has been accepted by the municipality in which the property is located for maintenance; and

(3) a subdivided lot, until a structure has been built on the lot and a certificate of occupancy has been issued by the municipality in which the property is located.

(d) A municipality may exempt property owned by a religious organization that is exempt from taxation pursuant to

Section 11.20, Tax Code, from drainage charges under this subchapter.

(e) The following property is exempt from drainage charges under Section 552.047 and all ordinances, resolutions, and rules adopted under this subchapter:

(1) property owned by a county in which a municipality described by Section 552.044(8)(A) is located;

(2) property owned by a school district located wholly or partly in a municipality described by Section 552.044(8)(A); and

(3) property owned by a municipal housing authority of a municipality described by Section 552.044(8)(A).

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.
Amended by Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991; Acts 1993, 73rd Leg., ch. 674, Sec. 2, eff. Aug. 30, 1993; Acts 1993, 73rd Leg., ch. 773, Sec. 3, eff. June 18, 1993.

Renumbered from Local Government Code, Section 402.053 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 278 (S.B. 874), Sec. 1, eff. May 30, 2009.

Acts 2009, 81st Leg., R.S., Ch. 539 (S.B. 1522), Sec. 1,

eff. June 19, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 91 (S.B. 1303), Sec. 16.006, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1230 (S.B. 609), Sec. 1, eff. June 17, 2011.

Sec. 552.054. EFFECT OF SUBCHAPTER. This subchapter does not:

(1) enhance or diminish the authority of a home-rule municipality to establish a drainage utility under Article XI, Section 5, of the Texas Constitution;

(2) preclude a municipality from utilizing revenues, other than drainage utility revenues, for drainage purposes; or

(3) preclude a municipality from imposing impact fees or other charges for drainage authorized by law.

Added by Acts 1989, 71st Leg., ch. 1230, Sec. 1(h), eff. Aug. 28, 1989. Amended by Acts 1991, 72nd Leg., ch. 852, Sec. 1, eff. June 16, 1991.

Renumbered from Local Government Code, Section 402.054 by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.76(a)(2), eff. April 1, 2009.

CITY OF PRINCETON, TEXAS
COMMITMENT OF FUNDS FOR SPECIFIC PROJECT
RESOLUTION NO. 2015-11-09-R-02

A RESOLUTION OF THE CITY OF PRINCETON, TEXAS, ESTABLISHING THE ALLOCATION OF FUNDS TO COLLECT DATA AND CONDUCT A STUDY OF THE STORM WATER SYSTEM, IDENTIFY POTENTIAL ISSUES WITHIN THE SYSTEM, CREATE A SYSTEM MAP AND FORMALIZE A FUNDING MECHANISM THROUGH A STORM WATER UTILITY.

WHEREAS, Chapter 552 Subchapter C, of the Texas Local Government Code authorizes a municipality to levy a drainage fee on a lot or tract of a benefitted property that is directly related to the drainage and the terms of the levy , and

WHEREAS, the City Council of the City of Princeton has determined that it is in the best interest of the City to conduct a study of the drainage system and conduct an inventory of the lots and tracts to determine the basis of the calculations , and

WHEREAS, the City Council of the City of Princeton has determined that pursuant to Chapter 552 subchapter C of the Texas local Government Code, establish a fee that is equitable and reasonable , and

WHEREAS, the City Council of the City of Princeton has determined that \$89,000 be allocated from the utility fund reserves and refunded from the revenues initially generated by the utility, and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRINCETON, TEXAS, THAT THE FUNDS ARE HEARBY COMMITTEDS FOR THE MENTIONED PROJECT.

ARTICLE 1.

The amount of \$89,000 is hereby allocated for the creation of the Storm Water Utility

Effective Date.

This Resolution shall be effective upon the date of passage by the City Council.

PASSED by the City Council of the City of Princeton, Texas, this 9th day of October, 2015.

APPROVED:

ATTEST:

Mayor,

Lesia Thornhill, City Secretary

City of Princeton Council Work Session

Storm Water System Requirements and Funding Options

January 13, 2014



Storm water management needs

- Basic tenets
 - Protect the community from storm water hazards
 - Protect and enhance the environment
- Phase II MS₄ - New unfunded federal water quality mandate
- Growing maintenance needs
- Capital improvements



What is storm water management?

Policies	Compliance	Maintenance
Planning	Capital Improvements	Funding

City policies

Policies

Integration of planning policies

- Comprehensive master plan
- Development standards
- Drainage design criteria (iSWM)

Low impact development

Phase II MS4 requirements

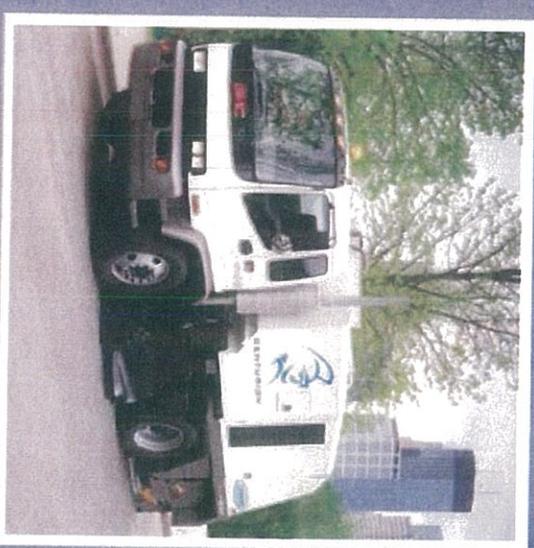


- Aug 2007: TCEQ permit issued
- Dec 11, 2013: TCEQ permit to be renewed with expanded coverage
- June 2014: Initial compliance date
- March 2015: Annual report to TCEQ
- Dec 2018: Full implementation of program

Phase II MS4 requirements

Federal
Mandate

- Water quality protection program
 - Minimize pollutants entering creeks and lakes
- Maximum extent practicable
- Best management practices (BMPs)
 - Educational programs
 - Street sweeping
 - Culvert and inlet cleanouts
 - Creek maintenance
 - Plan reviews
 - Inspections and reporting
 - Municipal facilities improvements
 - Modified storm water policies and development practices
- Staffing



Dallas - Fort Worth - Arlington, TX Urbanized Area Storm Water Entities as Defined by the 2000 Census

2000 Census Urbanized Areas

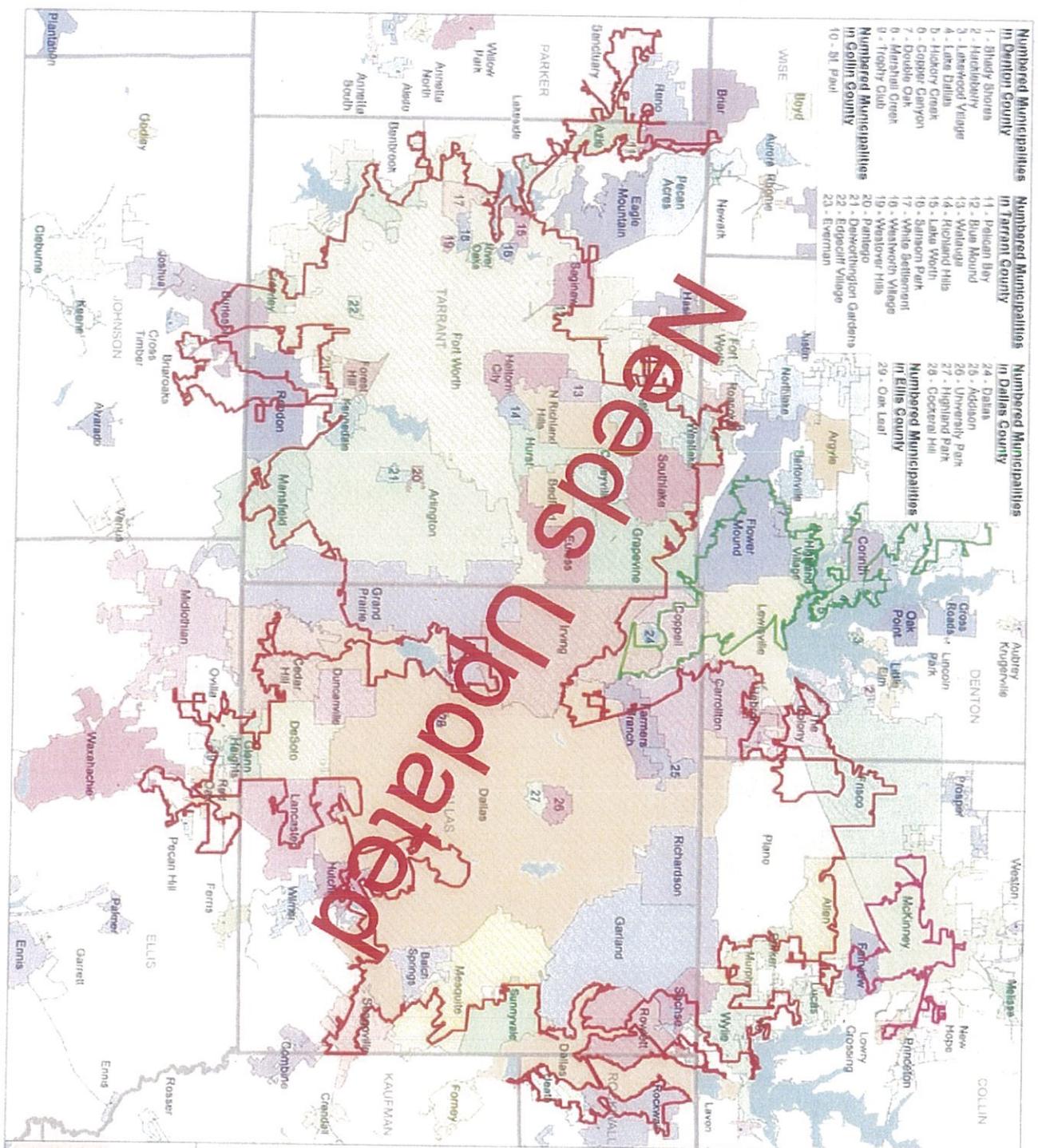
- Dallas - Fort Worth
- Arlington, TX
- Denton - Lewisville, TX
- McKinney, TX

- Municipal Boundaries
- County Boundaries
- Major Waterbodies

SOURCE:
US Census Bureau TIGER data, 2000 Census

PROJECTION:
State Plane Coordinate System - Texas North
Central Mercatorial datum - NAD83

MAP DESIGN:
KAUFMAN
August 23, 2007



- Numbered Municipalities in Denton County**
- 1 - Bluff Shores
 - 2 - Hitchhiker
 - 3 - Leeswood Village
 - 4 - Lake Dallas
 - 5 - Hickory Creek
 - 6 - Copper Canyon
 - 7 - Double Oak
 - 8 - Marshall Green
 - 9 - Trophy Club
 - 10 - St Paul
- Numbered Municipalities in Tarrant County**
- 11 - Palcon Bay
 - 12 - Blue Mound
 - 13 - Walnut
 - 14 - Richard Hills
 - 15 - Lake Worth
 - 16 - Simpson Park
 - 17 - White Settlement
 - 18 - Westworth Village
 - 19 - Westover Hills
 - 20 - Pantego
 - 21 - Dimechording Gardens
 - 22 - Edgemoor Village
 - 23 - Everman
- Numbered Municipalities in Dallas County**
- 24 - Dallas
 - 25 - Addison
 - 26 - Universal Park
 - 27 - Highland Park
 - 28 - Cockrell Hill
 - 29 - Oak Leaf
- Numbered Municipalities in Ellis County**
- 30 - Oak Leaf

Phase II MS4 Requirements

Compliance Requirement

- Public Education and Participation



**Federal
Mandate**



Phase II MS4 Requirements

Compliance Requirement

- Construction Site Inspection and Erosion Control



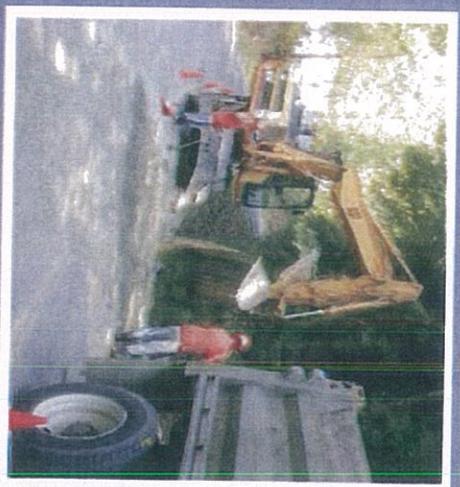
Federal
Mandate

Phase II MS4 Requirements

Compliance Requirement

- Development Policy Updates
- Development Plan Reviews
- Capital Improvements
- Storm Sewer System Maintenance

**Federal
Mandate**





Genoa Court San Remo

Monte Carlo

College Avenue

Gantt and 1st Street

3rd and Bonnie View Drive

Monte Carlo Bridge

West College and Prairie Creek

Prairie Creek Drive

Outfall Behind the Pawn Shop

Hazelwood Street near Sunnybrook Lane

6th Street Lift Station

Abbott Addition

Unnamed Tributary

Timbercreek Court

Timbercreek at FM 982

bing



Maintenance needs

Maintenance

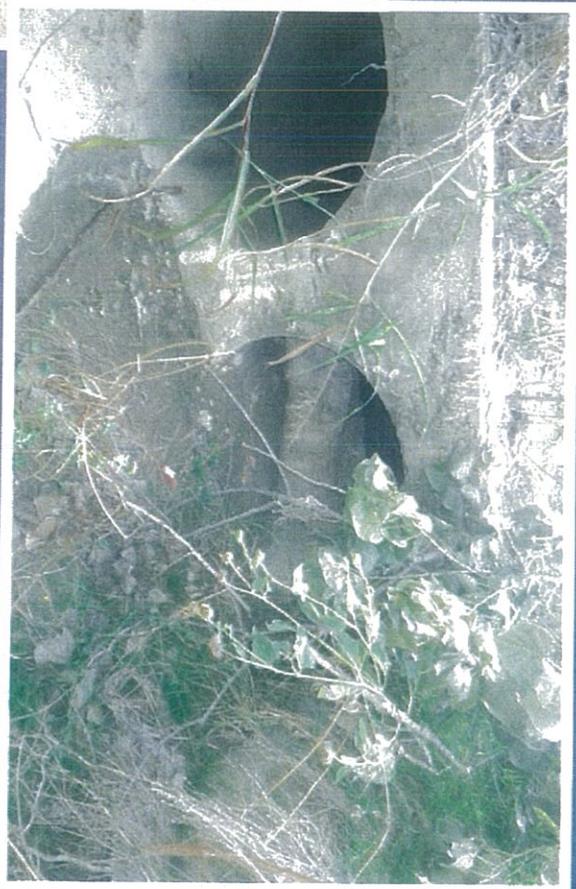
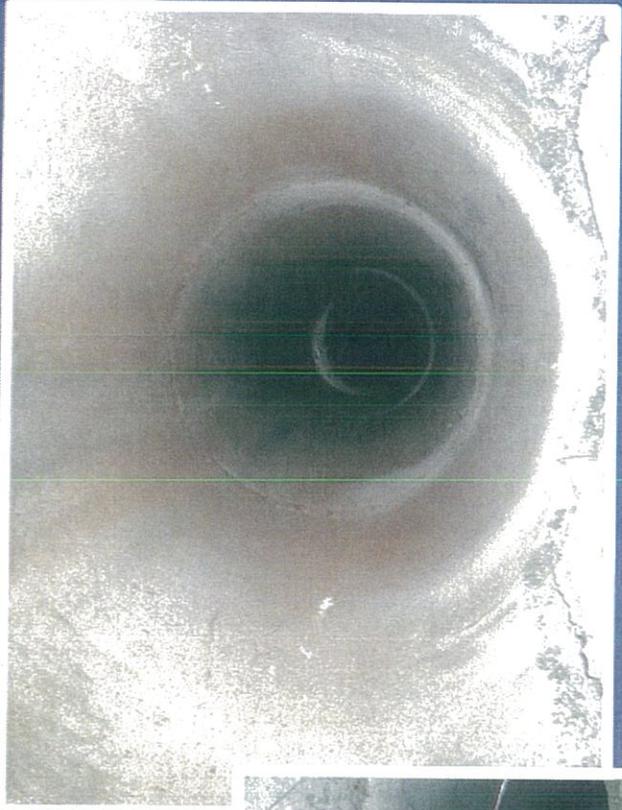
Erosive Conditions



Maintenance needs

Maintenance

Abbot Addition



Planning and Capital Improvements

Planning

Capital Improvements

Storm Water Master Plan

- Identify existing and expected system inadequacies
- Identify capital improvements
- Data to better manage new development

Capital Improvements

- Channel improvements
- Culverts / bridges
- Regional detention
- Water quality treatment



Capital Improvement Projects

Stewart Creek watershed

- Initial stages of storm water master plan in progress
- Accounts for 40% of City area
- Master plan assists future development
- Identifies needed capital improvements

\$50,000,000 - \$200,000,000

- Capital improvement needs for typical city of Frisco's size through buildout

Funding options

Policies	Compliance	Maintenance
Planning	Capital Improvements	Funding

General fund

- Current approach, underfunded, variable

Impact fees

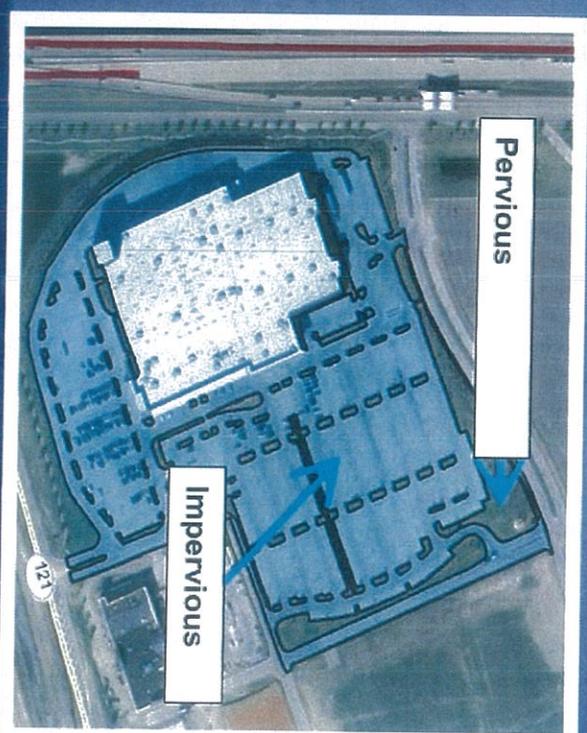
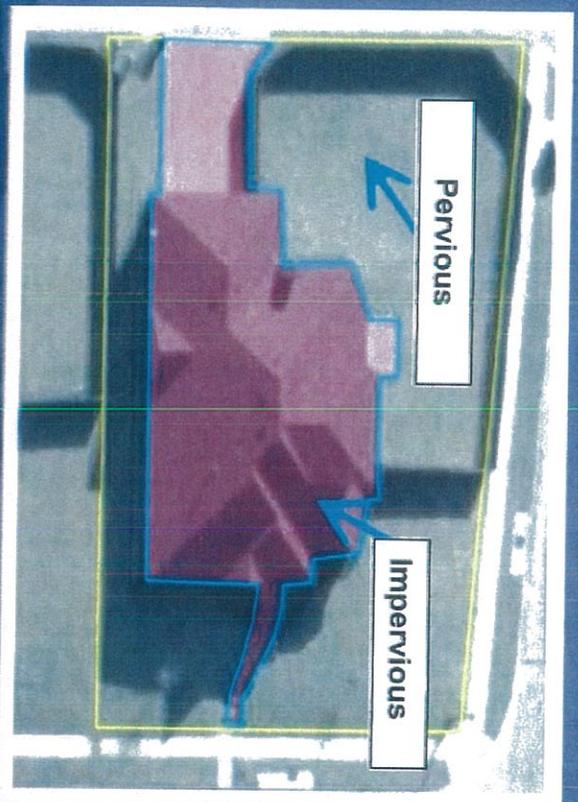
- Developer fee based on impact to system
- Not suitable for addressing existing needs

Storm water utility

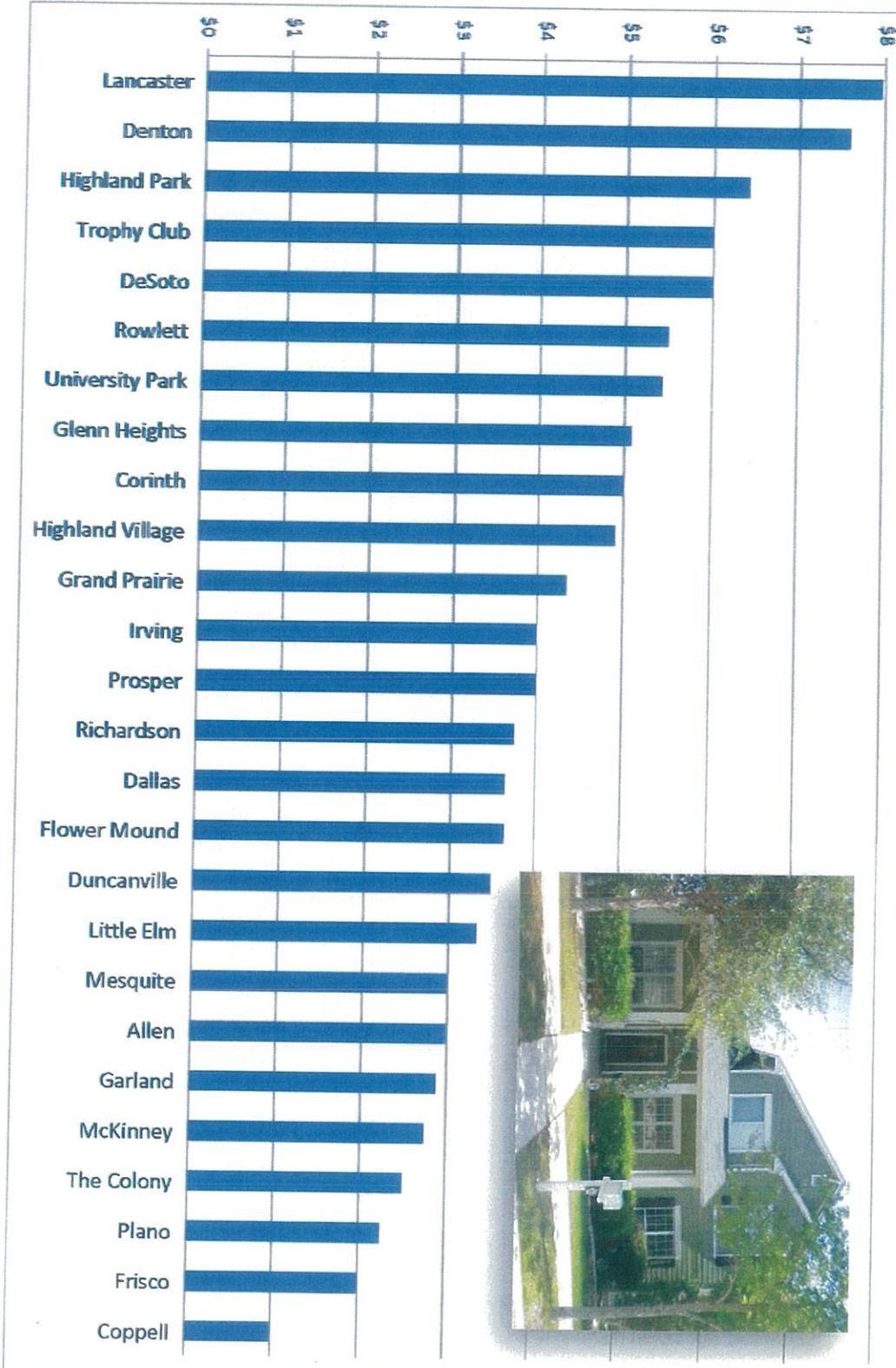
- Service fee on developed properties
- Based on use of system
- Common, stable and reliable funding source

Storm water utility fee basis

- Cost based on storm water–related services
- Fee based on amount of impervious area
- Residential properties grouped into tiers
- Non-residential properties determined individually



Residential Monthly Stormwater Utility Charge for Selected Cities
 (10,000 sq ft lot / 3,450 sq ft Impervious area)



Storm water utility exemptions

City Required to Exempt	City Allowed to Exempt	No Legal Basis for City to Exempt
<ul style="list-style-type: none"> • Undeveloped property • Property with no impact to City's storm system • Institutions of higher education • Subdivided lot under construction • State property 	<ul style="list-style-type: none"> • City property • County property • School district property • Tax-exempt religious institution property 	<ul style="list-style-type: none"> • Federal property • Businesses (i.e., recruitment incentives) • Properties with no water/sewer/trash service • Disabled • Veterans • Senior citizens • Low/fixed income • Other property types not specified in LGC 552 C

*per Texas Local Government Code (LGC) 552, Subchapter C

Next Steps

- Determine expected ongoing cost of compliance
- Determine expected maintenance needs and costs
- Determine priority and funding approach to address needed capital improvements
- Plan for growth

City of Princeton Council Work Session



Storm Water System Requirements and Funding Options

January 13, 2014



Freese and Nichols



Collin Central Appraisal District

October 29, 2015



Lesia Thornhill, City Secretary
City of Princeton
P. O. Box 970
Princeton, TX 75407

RE: Board of Directors election, two-year term, beginning January 1, 2016

Dear Ms. Thornhill:

Enclosed you will find the ballot listing the nominees for the Board of Director positions for the Collin Central Appraisal District. The candidates are listed alphabetically by their last name.

Each voting unit must vote in an open meeting, report its vote by written resolution, and submit the resolution to the chief appraiser before December 15, 2015. Each unit may cast all its votes for one candidate or distribute the votes among any number of the candidates listed. Since there is no provision for write-in candidates, the chief appraiser may not count votes for someone not listed on the official ballot.

Sincerely,

A handwritten signature in black ink that reads "Bo Daffin".

Bo Daffin
Chief Appraiser

Enclosure



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: **City of Princeton**

NUMBER OF VOTES: **6**

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TWO-YEAR TERM
BEGINNING JANUARY 1, 2016.**

EARNEST BURKE _____ VOTES

RONALD CARLISLE _____ VOTES

WAYNE MAYO _____ VOTES

MICHAEL A. PIREK _____ VOTES

JOHN POLITZ _____ VOTES

GARY RODENBAUGH _____ VOTES

October 29, 2015



Bo Daffin, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2015.



October 12, 2015

Paul Voelker
Mayor

Mayor Ken Bowers
City of Princeton
P.O. Box 970
Princeton, Texas 75407

Dear Mayor Bowers:

As you may be aware, the Central Appraisal District of Collin County (CCAD) has initiated their contact to each taxing entity to establish the CCAD Board of Director elections for 2016-2017. We have enclosed the City of Richardson's nomination resolution to CCAD for Wayne Mayo, which placed his name on the CCAD ballot. Wayne currently serves on the CCAD Board and provides valuable guidance and leadership as its Chairman. We've enclosed Wayne's Biographical information for your reference.

Due to the format of the CCAD election by-laws regarding vote allocations, the City of Richardson has 67 votes to cast, and we are aware of the City of Princeton's designation of 6 votes. As before, it will take a coalition of agency's votes to gain Wayne's election, and we appreciate your support. *We ask that you support the re-election of Wayne Mayo when you receive your CCAD ballot.*

Thank you for your support. If we can answer any questions concerning this request, feel free to contact me or City Manager Dan Johnson.

Sincerely,

Paul Voelker
Mayor, City of Richardson

Enclosures

Cc: Derek Borg, Princeton City Manager
Dan Johnson, Richardson City Manager



P.O. Box 830309
Richardson, TX
75083-0309
972-744-4100
Fax 972-744-5803
www.cor.net

PERSONAL PROFILE

L. W. (Wayne) Mayo

Native Texan - Born in Dallas; graduated from Woodrow Wilson High School

Attended East Texas State University (graduated 1965)
B.S. Degree in Biology & Physical Education

Teacher for 4 years (math & science); Coached
Awarded Lifetime Membership Texas PTA

Real Estate for 44 years; Appraiser for 38 years

Married 51 years

CIVIC & PROFESSIONAL ACTIVITIES:

Realtor & Appraiser Associations:

National Association of Independent Fee Appraisers (NAIFA) - 36 years
National Association of Realtors
Texas Association of Realtors
Lake Cities Board of Realtors

Served as a member of the Professional Standards Committee on Ethics, Chairman of the Arbitration Committee & Chairman of the Grievance Committee for the Greater Dallas Board of Realtors (GDBR)
Vice-Chairman of Professional Standards Committee on Ethics for the Collin County Board of Realtors

Member, Collin County Appraisal Review Board (1992-1997)
Vice-Chairman, Collin County Appraisal Review Board (1994)
Chairman, Collin County Appraisal Review Board (1995, 1996 & 1997)
Collin County Appraisal District Board of Directors (1998-2015)
Collin County Appraisal District Chairman of the Board (2004-2015)

Past President, Dallas Chapter, NAIFA
Deputy State Director, NAIFA (1990-91)
State Director for Texas, NAIFA (1991-93)
Regional Governor, Southwest Central Region, NAIFA (1993-96)
National Director, NAIFA (1996-98; 2008-2009)
1997 "Texas Appraiser of the Year" for NAIFA
1997 "National Appraiser of the Year" for NAIFA
NAIFA National Treasurer (1998-99)
NAIFA National President – 2010

Profile
Page 2

Honored with an award named for him by the Dallas Chapter of NAIFA (2000) – The Mayo Award

Texas Appraiser Licensing & Certification Board (1999-2006)
Chairman, Texas Appraiser Licensing & Certification Board (2002-2005)
Deputy Director (Region IV) for AARO (Association of Appraisal Regulatory Officials) (1999-2000)
Member, State Advisory Board to the Appraisal Foundation (2002-2006)
Honorary Life Member – Association of Appraisal Regulatory Officials

Rotary

Charter member - Richardson Central Rotary Club
Served as Sergeant-at-arms, President-Elect & President (1983-84; 2014-15)
Governor's Representative for District 581 for 4 years
Chairman of the Australian Group Study Exchange
Chairman of the Texas Tour for the German Mini-Exchange - 4 years
Member of District 581 Youth Exchange Committee
Perfect attendance - 30 years

YMCA

Board of Directors
Served as Director of All Sports Activities Committee

Chamber of Commerce

Served on the Advisory Board and the Board of Directors
Chairman of the annual Christmas Parade for 20 years
Served on Tourist & Convention Committee and the Governmental Affairs Committee

City of Richardson

Served on the Richardson Park Board
City Councilman - 4 years
Served as Vice-President of the Collin County Public Officials Association

2016 - 2017
CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS



EARNEST BURKE

Nominated by Plano ISD. Resides in Plano, TX.

RONALD CARLISLE

Is a current board member and has served since 1/1994. Nominated by Frisco ISD. Resides in Frisco, TX.

WAYNE MAYO

Is a current board member and has served since 1/1998. Nominated by the City of Richardson, and the City of McKinney. Resides in Richardson, TX.

MICHAEL A. PIREK

Is a current board member and has served since 1/2015. Nominated by the City of Plano. Resides in Plano, TX.

JOHN POLITZ

Nominated by the City of Farmersville. Resides in Farmersville, TX.

GARY RODENBAUGH

Is a current board member and has served since 1/2001. Nominated by the City of Allen, and Allen ISD. Resides in Allen, TX.

RESOLUTION NO. 2015-11-09-R-03

**A RESOLUTION OF THE CITY OF PRINCETON, TEXAS,
DISTRIBUTING SIX (6) AUTHORIZED VOTES FOR THE
ELECTION OF APPRAISAL DISTRICT BOARD OF
DIRECTORS FOR 2016-2018.**

WHEREAS, the Chief Appraiser of Collin County Appraisal District has called for the Election of the Collin County Appraisal District Board of Directors; and

WHEREAS, the City of Princeton is entitled to cast a total amount of six (6) votes in said election; and

WHEREAS, ballots must be returned before December 15, 2015 which is the deadline for accepting votes,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Princeton that the City hereby casts its votes as follows for Collin County Appraisal District Board of Directors.

Earnest Burke _____

Wayne Mayo _____

John Politz _____

Ronald Carlisle _____

Michael A. Pirek _____

Gary Rodenbaugh _____

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE
CITY OF PRINCETON, TEXAS THIS THE 9th OF NOVEMBER, 2015**

APPROVED:

John-Mark Caldwell, Mayor

ATTEST:

Lesia Thornhill, City Secretary