



THE CITY OF CHANDLER CITY COUNCIL WILL MEET FOR A REGULAR SCHEDULED MEETING
TUESDAY, APRIL 8, 2014 IN THE CITY HALL OF CHANDLER, TEXAS AT **6PM**

AGENDA

- A. CALL TO ORDER
- B. PLEDGE TO THE FLAG
- C. INVOCATION
- D. ROLL CALL AND ANNOUNCE IF A QUORUM IS PRESENT
- E. AGENDA CHANGES

VISITORS/CITIZENS FORUM: At this time, any person (Limited to the first five to sign up, each will be allowed 3 minutes). with business before the Council not scheduled on the agenda may speak to the Council. **No formal action may be taken on these items.**

F. REGULAR SESSION: Subjects to be discussed or upon which any formal action may be taken are as follows:

1. Consider and act on updated Financial Advisory Agreement with RBC Capital Markets.
2. Consider and act on adoption of an Ordinance #O-040814A authorizing the issuance of the City's General Obligation Refunding Bond, Series 2014; establishing procedures and delegating authority for the sale and delivery of the Bond; levying an annual ad valorem tax for the payment of said Bond; providing an effective date; and enacting other provisions relating to the subject.
3. Consider and act on adoption of Resolution #R-040814A expressing official intent to reimburse costs of projects.
4. Consider and act on Family Dollar Site Plan (SP-14-02).
5. Consider and act on Final Plat for Griffin Estates Phase Two-B (FP-14-01).
6. Consider and act on Site Plan for Copeland Main Street Market Place (SP-14-01-Revision 1).
7. Consider and act on Resolution #R-040814B creating a Multiple Use Agreement between the City of Chandler and the Texas Department of Transportation concerning the River Park and Boating Facility along the Neches River.

8. Consider and act on awarding River Park Improvement Bid.
9. Consider and act on Ordinance #O-040814B authorizing the City Council to serve as the City's Board of Adjustment.
10. Consider and act on Ordinance #O-040814C altering the Prima Facie Speed Limits established for Vehicles under the Provisions of Article 6701D.
11. Consider and act on Henderson County 911 Budget.
12. Consent Agenda: All matters listed under "Consent Agenda" are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.
 - a. Minutes as written for Regular Council Meeting of March 11, 2014
 - b. March Financial Report
 - c. March Police Report
 - d. Quarterly GASB 54 report
 - e. Monthly Library Statistics

G. Adjournment

In compliance with the Americans with Disabilities Act, the City of Chandler will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Shirley Parmer, City Secretary at 903 849-6853.

CERTIFICATION

I certify that a copy of the April 8, 2014, agenda of items to be considered by the Chandler City Council was posted on the City Hall bulletin board on April 4, 2014.

Shirley Parmer, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 20____.

Title

FINANCIAL ADVISORY AGREEMENT

April 1, 2014

Honorable Mayor and Members of the City Council
City of Chandler, Texas
P.O. Box 75758
Chandler, Texas 75758

Ladies and Gentlemen:

1. **Retention of RBC Capital Markets, LLC.** We understand that the City of Chandler, Texas (“Issuer” or “you”) will have under consideration the issuance of obligations evidencing indebtedness (“*Obligations*”), either in a single financing or in a series of financings, and that in connection with the issuance of such Obligations you hereby agree to retain RBC Capital Markets, LLC (“*RBC CM*”) as your municipal advisor in accordance with the terms of this municipal advisory agreement (“*Agreement*”). This Agreement shall apply to all Obligations that may be authorized and/or issued or otherwise created or assumed during the period in which this Agreement is effective. The Issuer agrees that the municipal advisory duties of RBC CM shall apply only to matters pertaining to the issuance of such Obligations and that RBC CM is not acting as your municipal advisor with respect to any other matters absent an explicit written municipal advisory agreement.
2. **Scope of Services.** As municipal advisor, we agree to perform the following services:
 - (a) Analyze the financing alternatives available to the Issuer, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.
 - (b) Recommend a plan for the issuance of Obligations that will include: (1) the type of bonds (current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (fixed or variable); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; (9) appropriate management fee and takedown; and (10) other matters that we consider appropriate to best serve the Issuer’s interests.
 - (c) Advise you of current conditions in the relevant debt market, upcoming bond issues, and other general information and economic data which might reasonably be expected to influence interest rates, bidding conditions or timing of issuance.
 - (d) Organize and coordinate the financing team selected by you. We will recommend qualified paying agents, escrow agents and verification agents, as the particular transaction may require, each of whom will be retained and compensated by you. In a negotiated offering, we will assist in the preparation of underwriter proposals upon request and provide assistance to you for the hiring of the underwriter(s).
 - (e) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

Generally, working with counsel will mean coordinating with the attorneys and assisting in the municipal advisory aspects of preparing appropriate legal proceedings and documents, including documents concerning any required election.

- (f) Assist in the Issuer's preparation of the Preliminary Official Statement ("POS") and the Official Statement ("OS") or equivalent document as the particular transaction may require (such as a private placement memorandum).
- (g) In connection with a competitive sale, we will:
 - i. coordinate the preparation of the Official Notice of Sale, the Uniform Bid Form (containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale) and other such documents which you may request or deem appropriate;
 - ii. submit all such documents for examination, approval, and certification by appropriate officials, employees, and agents of the Issuer, including bond attorneys;
 - iii. coordinate delivery of these documents to a list of prospective bidders;
 - iv. where appropriate, organize investor meetings;
 - v. coordinate the receipt of bids;
 - vi. advise as to the best bid, including acceptance or rejection of the best bid;
 - vii. if a bid is accepted, coordinate the delivery of and payment for the Obligations;
 - viii. assist in verification of final closing figures;
 - ix. provide copies of documents to the purchaser of the Obligations in accordance with the terms of the Official Notice of Sale and the Uniform Bid Form.
- (h) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Issuer seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.
- (i) Make recommendations as to obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the issuer seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- (j) Attend meetings of governing bodies of the Issuer, its staff, representatives or committees as requested.
- (k) After closing, we will deliver to the Issuer and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.

You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed.

3. **Information to be Provided to RBC CM.** You agree (upon our request) to provide or cause to be provided to us information relating to the Issuer, the security for the Obligations, and other matters that we consider appropriate to enable us to perform our duties under this Agreement. With respect to all information provided by you or on your behalf to us under this Agreement, you agree upon our request to obtain certifications (in a

form reasonably satisfactory to us) from appropriate Issuer representatives as to the accuracy of the information and to use your best efforts to obtain certifications (in a form reasonably satisfactory to us) from representatives of parties other than the Issuer. You acknowledge that we are entitled to rely on the accuracy and completeness of all information provided by you or on your behalf.

4. **Official Statement.** You acknowledge that you are responsible for the contents of the POS and OS and will take all reasonable steps to ensure that the governing body of the Issuer has reviewed and approved the content of the POS and OS. You acknowledge that you are subject to and may be held liable under federal or state securities laws for misleading or incomplete disclosure. To the extent permissible by law, you agree to indemnify and hold us harmless against any losses, claims, damages or liabilities to which we may become subject under federal or state law or regulation insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any misleading or alleged misleading statement, or omission or alleged omission to state in the disclosure document a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse us for any legal or other expenses reasonably incurred by us in connection with investigating or defending any such loss, claim, damage, liability or action.
5. **Fees and Expenses.** In connection with the authorization, issuance, and sale of Obligations, you agree that our fee will be computed as shown on the "Fee Schedule" attached hereto. Our fee will become due and payable simultaneously with the delivery of the Obligations to the Purchaser. Our fee does not include and we will be entitled to reimbursement from you for any actual "out-of-pocket" expenses incurred in connection with the provision of our services, including reasonable travel expenses or any other expenses incurred on your behalf. These expenses will be due and payable when presented to the Issuer, which normally will be simultaneously with the delivery of the Obligations to the Purchaser.
6. **Interest Rate Derivatives.** If you decide to consider the use of interest rate derivative products as part of the financing plan for Obligations covered by this Agreement, the Scope of Services above does not include providing advice or services with respect to derivative products.
7. **Other Conditions.** In addition to the terms and obligations herein contained, this Agreement is subject to the following special conditions: **None**
8. **Term of Agreement and Waiver of Sovereign Immunity.** This Agreement shall be for a period of 60 months (the "Term") from March 1, 2014; however, this Agreement may be terminated by either party upon 30 days written notice. If neither party provides written termination prior to the end of the Term, this Agreement will automatically renew for another Term. You agree and understand that this Agreement is a contract for services and waive any claims you may have that you are immune from suit by virtue of any law, statute, or claim for any matter arising from or relating to this Agreement. Paragraphs 4, 5 and 8 (insofar as they concern indemnity, reimbursable expenses and waiver of sovereign immunity) shall survive any termination of this Agreement.
9. **Miscellaneous Provisions.** This Agreement is submitted in duplicate originals. Your acceptance of this Agreement will occur upon the return of one original executed by an authorized Issuer representative, and you hereby represent that the signatory below is so authorized. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties as to the subject matter thereof and supersedes any prior understandings or representations. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of you and RBC CM, and no other person. RBC CM may not assign this Agreement without your prior written consent.

RBC CAPITAL MARKETS, LLC

By _____
Name R. Dustin Traylor
Title Director
Date _____

ACCEPTANCE

ACCEPTED this [] day of [], 20__

By _____
Name _____
Title _____
Date _____

Attest:

By _____
Name _____
Title _____
Date _____

FEE SCHEDULE

In consideration for the services rendered by RBC CM, the Issuer agrees that our fee for each issue of Obligations will be as follows:

Base Fee - Any Issue		\$ 6,250		
Plus				
\$10.00 per	\$1,000 up to	\$ 250,000 or	\$ 8,750 for	\$ 250,000 Bonds
Plus				
\$9.00 per	\$1,000 next	\$ 250,000 or	\$11,000 for	\$ 500,000 Bonds
Plus				
\$ 7.00 per	\$1,000 next	\$ 500,000 or	\$14,500 for	\$ 1,000,000 Bonds
Plus				
\$ 6.00 per	\$1,000 next	\$ 1,500,000 or	\$23,500 for	\$ 2,500,000 Bonds
Plus				
\$ 2.75 per	\$1,000 next	\$ 2,500,000 or	\$30,375 for	\$ 5,000,000 Bonds
Plus				
\$ 2.00 per	\$1,000 next	\$ 5,000,000 or	\$40,375 for	\$10,000,000 Bonds
Plus				
\$ 1.00 per	\$1,000 over	\$10,000,000		

For any issue of refunding Obligations and/or other Obligations involving refunding obligations, Revenue Bonds or self-supporting obligations, or Bonds issued to State or Federal Agencies, our fees shall be as computed from the above schedule, plus 25% (or 125% of the scheduled amount). It is also understood and agreed that, we will charge a document preparation fee, not to exceed 25% of the fees set out above, to be negotiated on a case-by-case basis.

It is also understood and agreed that when appropriate under the circumstances (depending on the time and resources expended in the transaction), we will charge an additional fee to be negotiated on a case-by-case basis. In no event shall this fee exceed 25% of the scheduled Financial Advisory fee set out above.

RBC CM will bill the Issuer at Closing for each issue of Obligations a net amount which will include a fee calculated on the above schedule as well as any "out-of-pocket" expenses incurred on behalf of the Issuer.



Item 2. Consider and act on adoption of an Ordinance #O-040814A authorizing the issuance of the City's General Obligation Refunding Bond, Series 2014; establishing procedures and delegating authority for the sale and delivery of the Bond; levying an annual ad valorem tax for the payment of said Bond; providing an effective date; and enacting other provisions relating to the subject.

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BOND.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The Bond of the City of Chandler, Texas (the "Issuer") is hereby authorized to be issued and delivered in the aggregate principal amount hereinafter provided for the public purpose of providing funds to refund a portion of the Issuer's outstanding indebtedness and to pay the costs incurred in connection with the issuance of the Bond.

(c) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF CHANDLER, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2014," and initially there shall be issued, sold, and delivered hereunder a fully registered Bond, without interest coupons, payable to the registered owner thereof (with the initial Bond being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee of said Bond or any portion or portions thereof (in each case, the "Registered Owner"). The Bond shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1207.007, Texas Government Code, as amended, the Mayor or City Administrator (each a "Pricing Officer") is hereby authorized to act on behalf of the Issuer in selling and delivering the Bond, determining which of the Eligible Refunded Obligations shall be refunded and carrying out the other procedures specified in this Ordinance, including, determining the date of the Bond, any additional or different designation or title by which the Bond shall be known, the price at which the Bond will be sold, the years in which the principal amount of the Bond will mature and be payable, the principal installment amount to mature in each of such years, the rate of interest to be borne by each such maturity or installment, the interest payment and record dates, the price and terms upon and at which the Bond shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bond and the refunding of the Refunded Bonds, including without limitation establishing the redemption date for and effecting the redemption of the Refunded Obligations and obtaining municipal bond insurance for all or any portion of the Bond and providing for the terms and provisions thereof applicable to the Bond, including the execution of any commitment agreements, membership agreements in mutual insurance companies, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of the Bond shall not exceed \$1,200,000;

(ii) the refunding must produce a net present value debt service savings of not less than 3.50%;

(iii) the federal arbitrage yield of the Bond shall not exceed 4.20% provided that the net effective interest rate on the Bond shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(iv) the final maturity of the Bond shall not be later than October 15, 2030; and

(v) the delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to October 8, 2014.

(b) In establishing the aggregate principal amount of the Bond, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Bond is authorized and to pay costs of issuing the Bond. The Bond shall be sold with and subject to such terms as set forth in the Pricing Certificate.

Section 3. CHARACTERISTICS OF THE BOND.

(a) Appointment of Paying Agent/Registrar The selection and appointment of the paying agent/registrar for the Bond (the "Paying Agent/Registrar") shall be as set forth in the Pricing Certificate. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer and exchange of the Bond (the "Registration Books") in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", in the form and content presented at this meeting, which the Pricing Officer is hereby authorized to execute and deliver in connection with the delivery of the Bond.

(b) Registration, Transfer and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer and exchange of the Bond (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bond shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer exchange and delivery of a substitute Bond. Registration of assignments, transfers and exchanges of a Bond shall be made in the manner provided and with the effect stated in the FORM OF BOND attached as Exhibit A to this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in subsection (h) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel any paid Bond and any Bond surrendered for exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bond in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of exchange of a Bond as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bond which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bond, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bond, and of any exchange of a Bond, and any replacement of a Bond, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bond only to or upon the order of the Registered Owner, as shown in the Registration Books as provided in this Ordinance, or its respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bond to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Bond that at all times while the Bond is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bond under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bond, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Bond, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) General Characteristics of the Bond. The Bond (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bond to be payable only to the Registered Owner thereof, (ii) may and shall be redeemed prior to its scheduled maturity, (iii) may be transferred and

assigned, (iv) may be exchanged for other Bond, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bond shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bond, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth as Exhibit A to this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Bond issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Bond, in the FORM OF BOND set forth in this Ordinance.

(i) Delivery of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bond, payable in stated installments to the purchaser designated pursuant to Section 10 or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such purchaser or its designee.

Section 4. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the Bond to be completed with information set forth in the Pricing Certificate.

(a) Form of Bond.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF CHANDLER, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2014

PRINCIPAL
AMOUNT
\$ _____

Interest Rate	Delivery Date
_____ %	_____, 2014

REGISTERED OWNER

PRINCIPAL AMOUNT:

The City of Chandler, Texas (the "Issuer"), being a political subdivision of the State of Texas located in Henderson County, Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assign (hereinafter called the "Registered Owner"), the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the rates per annum set forth in the table below, calculated on the basis of a 360-day year of twelve 30-day months. The unpaid principal of this Bond shall mature and shall be paid in installments on the dates and in the amounts set forth in the table below:

<u>Payment Date</u>	<u>Principal Installment</u>	<u>Interest Rate</u>
October 15, 2014		
October 15, 2015		
October 15, 2016		
October 15, 2017		
October 15, 2018		
October 15, 2019		
October 15, 2020		
October 15, 2021		
October 15, 2022		
October 15, 2023		
October 15, 2024		
October 15, 2025		
October 15, 2026		
October 15, 2027		
October 15, 2028		
October 15, 2029		
October 15, 2030		

THE PRINCIPAL OF AND INTEREST ON THIS BOND are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Bond on October 15, 2014, and on each April 15 and October 15 thereafter to the date of maturity or redemption prior to maturity. The last principal installment of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal office of _____, _____, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of all other principal installments of and interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Bond Ordinance to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Bond or upon redemption of this Bond in whole at the option of the Issuer prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bond, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is dated _____, 2014, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ _____ for the public purpose of refunding certain outstanding obligations of the Issuer, and to pay the costs incurred in connection with the issuance of the Bond.

ON _____, or any date thereafter, the principal installments of this Bond may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular principal installments or portions thereof, to be redeemed shall be selected and designated by the Issuer, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 20 days prior to the date fixed for any optional redemption of the Bond or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of the Bond at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of this Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bond or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bond or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem the Bond called for redemption, such notice must state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date.

UPON THE PREPAYMENT or partial redemption of this Bond, the Paying Agent/Registrar, shall note in the Prepayment Record appearing on this Bond the amount of such prepayment, the date said payment was made and the remaining unpaid principal balance of this Bond and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Bond Registration Books, and the Paying Agent/Registrar shall also record in the Bond Registration Books all payments of principal installments on such Bond when made on their respective due dates.

THIS BOND is issuable in the form of one fully-registered Bond without coupons in the denomination of \$ _____. This Bond may be transferred or exchanged as provided in the Bond Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying

Agent/Registrar upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Bond of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Bond Ordinance, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) within 30 days prior to a redemption date.

IN THE EVENT any Paying Agent/Registrar for this Bond is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Bond.

THIS BOND shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication shall have been executed by the Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Bond.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

B. Form of Payment Record

PREPAYMENT RECORD

Date of Payment	Principal Payment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

C. Form of Paying Agent/Registrar's Authentication Certificate

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
 (To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

_____, Texas
 Paying Agent/Registrar

By: _____
 Authorized Representative

D. Form of Assignment

ASSIGNMENT
 (Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto:

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

E. Form of Registration Certificate of the Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bond. All amounts received from the sale of the Bond as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bond shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any portion of the Bond is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bond as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures and is payable (but never

less than 2% of the original amount of said Bond as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bond is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bond, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Bond and the pledge of the taxes granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds is outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owner of the Bond a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BOND.

(a) The principal of the Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of the Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Bond shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem the Defeased Bond that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bond for redemption; (2) gives notice of the reservation of that right to the Registered Owner of the Defeased Bond immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for

the payment of the Bond and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Bond may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bond, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bond.

(d) Until the Defeased Bond shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bond the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BOND.

(a) Replacement Bond. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bond. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Bond shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bond. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Bond. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the

duty of the replacement of such Bond is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bond in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for a Bond issued in exchange for another Bond.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer and each of the Pricing Officers is hereby authorized to have control of the Bond initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending its delivery and its investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bond said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bond issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owner of the Bond. In addition, if bond insurance is obtained, the Bond may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bond is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bond to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bond is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BOND.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bond as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bond (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bond, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bond or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bond (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bond being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bond being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bond, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bond, other than investment property acquired with –

(A) proceeds of the Bond invested for a reasonable temporary period of 3 years or less or, in the case of an advance refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bond is issued, and in the case of a current refunding bond, for a period of 90 days or less,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bond;

(7) to otherwise restrict the use of the proceeds of the Bond or amounts treated as proceeds of the Bond, as may be necessary, so that the Bond does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bond) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bond has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations (hereinafter defined) and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bond. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "Treasury Regulations"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bond, the Issuer will not be required to comply with

any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bond, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bond under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bond.

(d) Disposition of Projects. The Issuer covenants that the projects funded with the proceeds of the Refunded Obligations will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bond. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Designation as a Qualified Tax-Exempt Obligation. The Issuer hereby designates the Bond as a "qualified tax-exempt obligation" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bond is issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Bond, will result in more than \$10,000,000 of "qualified tax-exempt bonds" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bond is issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, hereof, in order that the Bond will not be considered a "private activity bond" within the meaning of section 141 of the Code.

Section 10. SALE OF BOND; FURTHER PROCEDURES.

(a) The Bond shall be sold and delivered subject to the provisions of Section 1 and Section 2 and pursuant to the terms and provisions of a bond purchase agreement (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser (the "Purchaser") of the Bond shall be designated. The Bond shall initially be registered in the name of the Purchaser thereof as set forth in the Pricing Certificate.

(b) The Mayor and Mayor Pro Tem, the City Administrator and the City Secretary and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such certificates, documents and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bond and the sale of the Bond. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Issuer is not, therefore, obligated pursuant to the Rule to provide any on-going disclosure relating to the Issuer or the Bond.

Section 12. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Bond so as to:

- (1) Make any change in the maturity of the Bond;
- (2) Reduce the rate of interest borne by the Bond;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on the Bond;
- (4) Modify the terms of payment of principal or of interest or redemption premium on the Bond or impose any condition with respect to such payment; or
- (5) Change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Bond a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of the Bond, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Bond shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of the notice provided for in this

Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the mailing of said notice by the Registered Owner, or by a successor in title, by filing notice with the Issuer.

(g) For the purposes of establishing ownership of the Bond, the Issuer shall rely solely upon the registration of the ownership of such Bond on the registration books kept by the Paying Agent/Registrar.

Section 13. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Bond when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owner of the Bond, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the Registered Owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, the Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bond or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bond shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, the Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. The Mayor or a Pricing Officer of the Issuer is hereby authorized and directed to execute and deliver an escrow or similar agreement with the escrow agent designated in the Pricing Certificate, in substantially the form presented at this meeting. In addition, the Mayor or other officer of the Issuer is authorized to purchase such securities,

to execute subscriptions for the purchase of U. S. Treasury Securities, State and Local Government Series, and to authorize such contributions, as may be necessary for the Escrow Fund.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) Subject to execution and delivery of the Purchase Agreement with the Purchaser, the Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at such prices as set forth in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption of the Refunded Obligations in substantially the form set forth in Exhibit A attached hereto, completed with information from the Pricing Certificate, to the paying agents for the Refunded Obligations.

(b) In addition, the paying agent/registrars for the Refunded Obligations is hereby directed to provide such notice of redemption to the registered owners of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption date. The Refunded Obligations shall be presented for redemption at the paying agent/registrars therefor, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their redemption date shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 15 of this Ordinance.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bond prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

[Execution Page Follows]

APPROVED AND ADOPTED this 8th day of April, 2014

ATTEST:

Mayor

City Secretary

[CITY SEAL]

SCHEDULE I

Eligible Refunded Obligations

City of Chandler, Texas, Utility System Revenue Bonds, Series 2010, maturing April 15 in each of the years 2015 through 2030.

EXHIBIT A

NOTICE OF REDEMPTION
CUSIP Prefix No. _____

NOTICE IS HEREBY GIVEN that the City of Chandler, Texas has called for redemption the outstanding Bonds of the City described as follows (the "Refunded Obligations"):

City of Chandler, Texas Utility System Revenue Bonds, Series 2010, dated October 15, 2010, maturing _____ through _____, in the aggregate principal amount of \$ _____ (the "Series _____ Refunded Obligations"), to the call date of the Series _____ Refunded Obligations so called for redemption at _____. Call date: _____.

On _____, interest on the Series _____ Refunded Obligations shall cease to accrue and be payable.

THE REFUNDED BONDS shall be redeemed in whole at _____, as the Paying Agent/Registrar for said Refunded Obligations. Upon presentation of the Refunded Obligations at the Paying Agent/Registrar on the aforementioned redemption date, the holder thereof shall be entitled to receive the redemption price equal to par and accrued interest to the redemption date.

NOTICE IS GIVEN that due and proper arrangements have been made for providing the place of payment of said Refunded Obligations called for redemption with funds sufficient to pay the principal amount of said Refunded Obligations and the interest thereon to the redemption date. In the event said Refunded Obligations, or any of them are not presented for redemption by the date fixed for their redemption, they shall not thereafter bear interest.

UNDER THE PROVISIONS of Section 3406 of the Internal Revenue Code of 1986, as amended paying agents making payments of interest and principal on municipal securities may be obligated to withhold a tax from remittance to individuals who have failed to furnish the paying agent with a valid taxpayer identification number. Registered holders who wish to avoid the imposition of the tax should submit certified taxpayer identification numbers (via form W-9) when presenting the Refunded Obligations for payment.

THIS NOTICE is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the aforementioned Refunded Obligations and in accordance with the recitals and provisions of said Refunded Obligations.

NOTICE IS FURTHER GIVEN that the Refunded Obligations should be submitted to the following address:

CITY OF CHANDLER, TEXAS



Item 3. Consider and act on adoption of Resolution #R-040814A expressing official intent to reimburse costs of projects.

RESOLUTION NO. R-040814A

RESOLUTION EXPRESSING OFFICIAL INTENT
TO REIMBURSE COSTS OF PROJECTS

WHEREAS, the City of Chandler, Texas (the "Issuer") is a municipality and political subdivision of the State of Texas;

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (the "Projects") prior to the issuance of tax-exempt obligations or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Projects;

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHANDLER, TEXAS:

Section 1. The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$900,000 for the purpose of paying the costs of the Projects.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no Obligation will be issued pursuant to this resolution more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. The foregoing Sections 2 and 3 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

Section 5. This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this April 8, 2014.

ATTEST:

City Secretary

Mayor

[CITY SEAL]

Exhibit "A"

Acquiring installing and equipping a water well and constructing and equipping improvements to the City's wastewater treatment plant.



CITY OF CHANDLER

Staff Report

PROJECT: SP-14-02 Family Dollar Site Plan

DATE: PZ: 4-1-14 CC: 4-8-14

REQUEST: The property owner is requesting approval of a site plan in order to build a new Family Dollar Store.

APPLICANT: Doug George, 3D Development Partners

PROPERTY OWNER: Greg Kidd / Jerry Kidd Oil Co.

PROPERTY DESCRIPTION: A 3.066 acre unplatted parcel of a 70 acre tract located in the Simon Weiss survey Abstract 799. Located in the 700 Block of Hwy 31 East

ZONING: B-1

SIZE: 3.066 acres (Developer intends to develop 1.02 acres and gift the remaining 2.05 acres for a portion of the linear park proposed in the city's Comprehensive Plan.)

OVERVIEW:

Use: Relocate the existing Family Dollar Store to a new building.

Access: The property has access off of SH 31 with a 36' drive. The property also has provision for a cross access drive which can provide access to the future development to the east.

Parking: The parking requirement for the 8,320 sq. ft. retail store is 42 and there are 42 spaces provided with 2 of these spaces being handicapped spaces. The spaces are regulation spaces with larger than required drives.

Sign: All proposed signage complies with city of Chandler sign ordinances with the following exception, which is being requested for approval through this site plan. The proposed monument sign is under all required size restrictions except for the width of the sign. The maximum width is 6' and the proposed sign is 7'4" wide. However, the overall area of 30.3 sq. ft. is less than the maximum area allowed of 36 sq. ft.

Setbacks: The required setbacks are: rear - 0', side - 10', front - 25'.

The proposed building is in compliance with these setbacks.

Architectural standards: The building is required to have at least 60% either: Brick, stone, architectural block, stucco, hardi, or glass. The proposed building has 78% of its exterior finish falling into this category. The only metal will be on the rear wall.

There will not be any roof mounted equipment.

A trash Dumpster enclosure is provided for 2 onsite dumpsters.

Drainage: The site drains south directly into the unnamed tributary of Lake Palestine.

Landscape: The Landscape Plan as submitted proposes 5 crepe myrtles, 3 oak trees, burford holly shrubs and grass sod.

**RECOMMENDED
ACTION:**

Planning and Zoning Commission recommends approval of the site plan and sign plans as presented with the following conditions:

1. The property must be platted prior to the building permit being issued.
2. The monument sign is approved as submitted with the site plan.

CITY CONTACT:

John Taylor, City Administrator

ATTACHMENTS:

Developer Letter
Elevations
Grading Plan
Site Plan
Landscape Plan
Sign Variance letter

3D Development
4900 Woodway Dr, Suite 1125
Houston, TX 77056

March 10, 2014

City of Chandler, TX
P.O. Box 425
Chandler, TX 75758

RE: Letter of Intent

To whom it may concern:

3D Development intends to develop a new Family Dollar Store in the 700 block of Hwy 31 East, Chandler, TX. Details about the development can be found below:

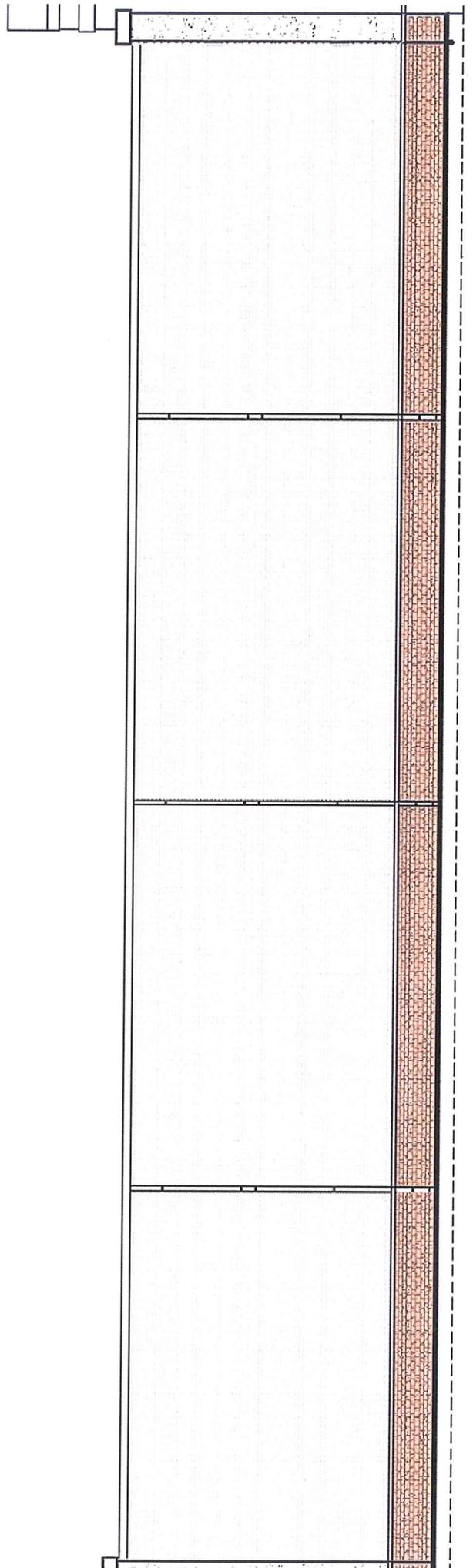
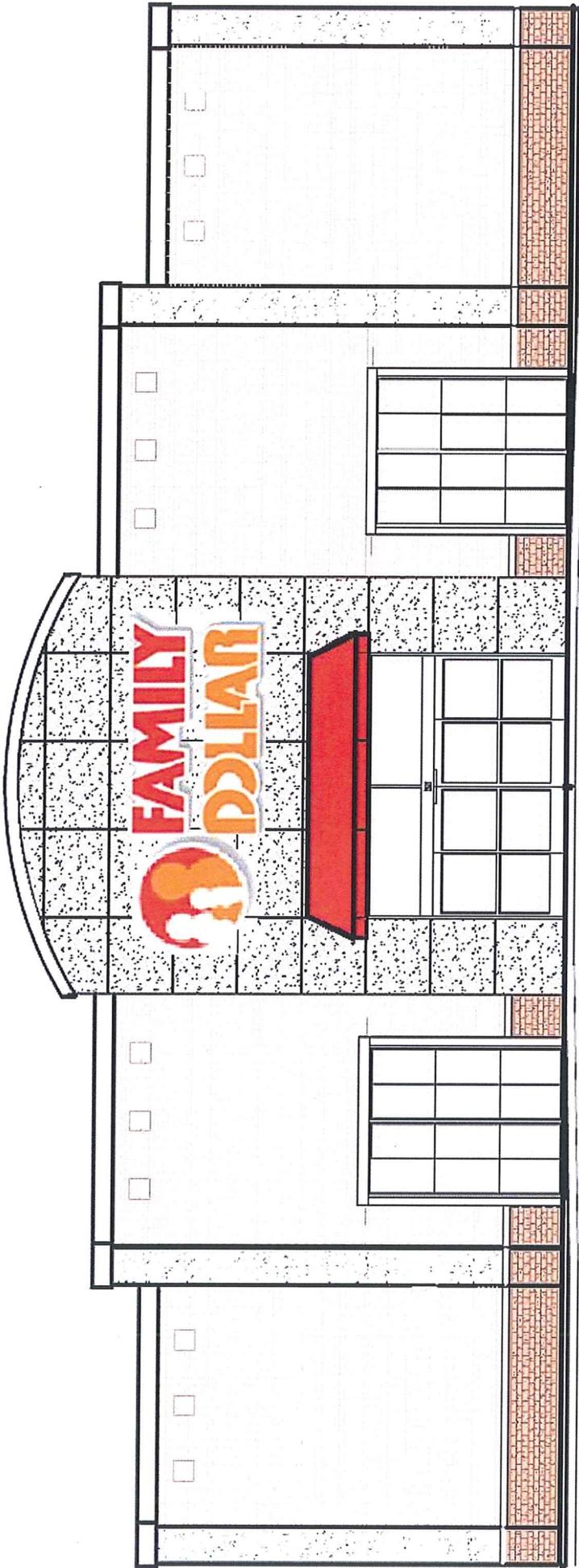
- Proposed Use – Family Dollar Store (retail)
- Square Footage of Proposed Building – 8,353sf (three-sided brick/masonry building)
- Acreage of Development –
 - Developer is purchasing 3.07 acres total
 - Developer intends to develop 1.02 acres for Family Dollar
 - Developer intends to gift the remaining 2.05 acres to the City of Chandler for a City Park
- Property location – 700 block of Hwy 31 East in Chandler, TX (just east of Taco Bell)
- Current zoning is B-1 Local Business. Zoning is appropriate for Family Dollar's use.
- Developer will adhere to all city codes and does not intend to apply for any variances.
- Property will drain into the existing creek (unnamed tributary of Lake Palestine) located immediately south of the property.
- Ingress/Egress - TxDOT has given preliminary approval to the proposed site access.
- Property will have future reciprocal access to the property to the east.

We appreciate your review and consideration of our proposed development.

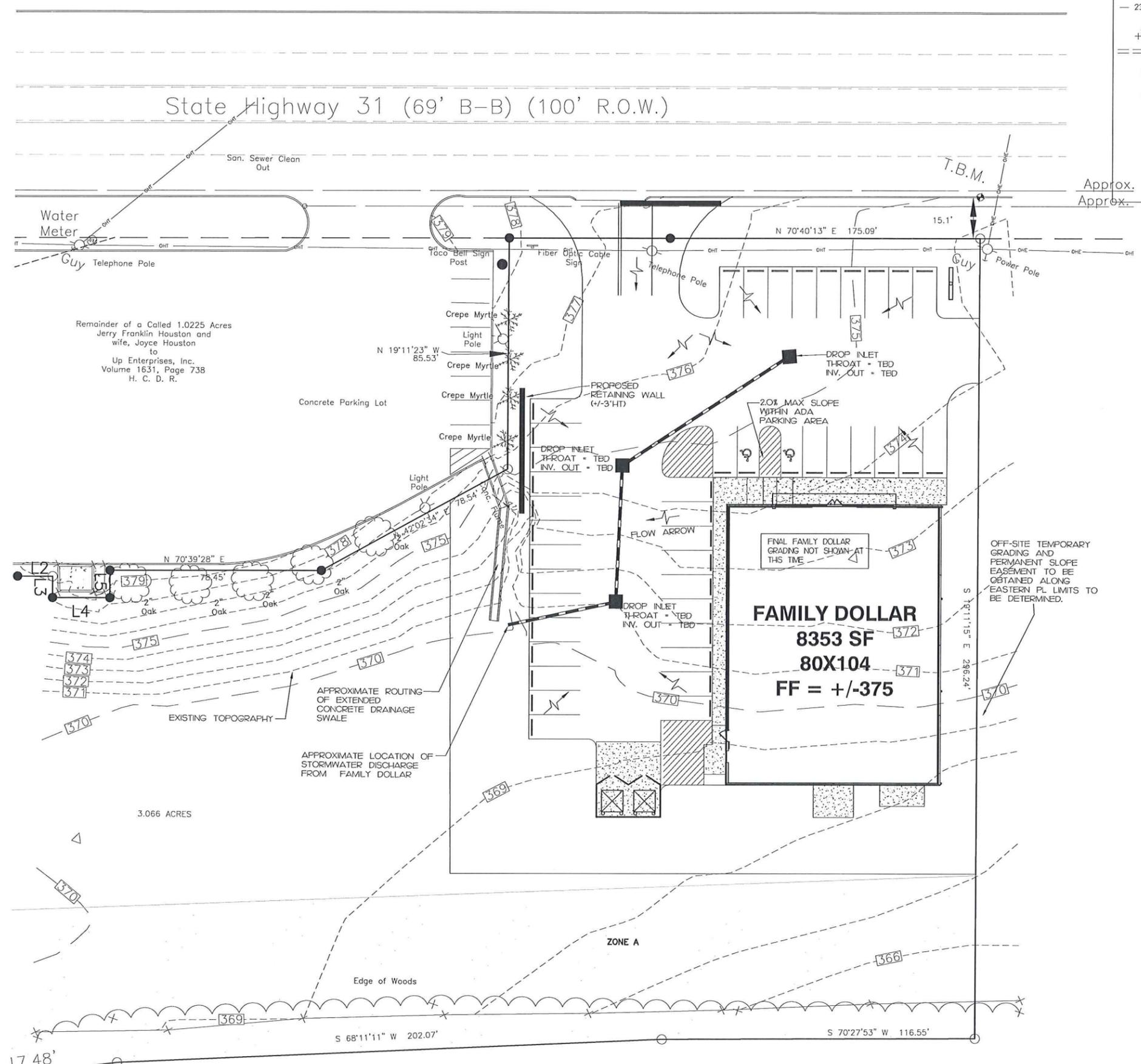
Regards,



Doug George
3D Development



LEGEND		
EXISTING	PROPOSED	DESCRIPTION
— 233 —	⊖ 233 ⊖	CONTOUR LINE
± 233.3	233.3 •	SPOT ELEVATION
---	---	STORM DRAIN PIPE
□	■	CATCH BASIN
○	●	MAN-HOLE
	⬡	STORM DRAIN STRUCTURE #
	→	FLOW ARROW
	→	C/L DITCH/SWALE



Remainder of a Called 1.0225 Acres
 Jerry Franklin Houston and
 wife, Joyce Houston
 to
 Up Enterprises, Inc.
 Volume 1631, Page 738
 H. C. D. R.

Concrete Parking Lot

APPROXIMATE ROUTING
 OF EXTENDED
 CONCRETE DRAINAGE
 SWALE

APPROXIMATE LOCATION OF
 STORMWATER DISCHARGE
 FROM FAMILY DOLLAR

3.066 ACRES

FAMILY DOLLAR
 8353 SF
 80X104
 FF = +/-375

OFF-SITE TEMPORARY
 GRADING AND
 PERMANENT SLOPE
 EASEMENT TO BE
 OBTAINED ALONG
 EASTERN PL LIMITS TO
 BE DETERMINED.



FAMILY DOLLAR
 STORE #3374
 CHANDLER TX

DEVELOPER:
 3D DEVELOPMENT
 PARTNERS, LLC.
 4900 WOODWAY, SUITE 1125
 HOUSTON, TX 77056
 (713) 961-3334
 FAX: (713) 961-3332

CONTACT: DOUG GEORGE

REVISIONS:

CHECKED BY:	TWC
DRAWING BY:	FSE
DATE:	XXX
JOB NUMBER:	-
TITLE:	CONCEPTUAL GRADING PLAN
SHEET NUMBER:	-

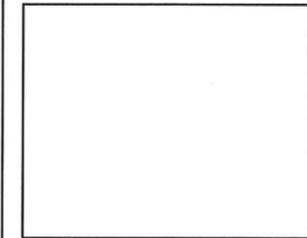
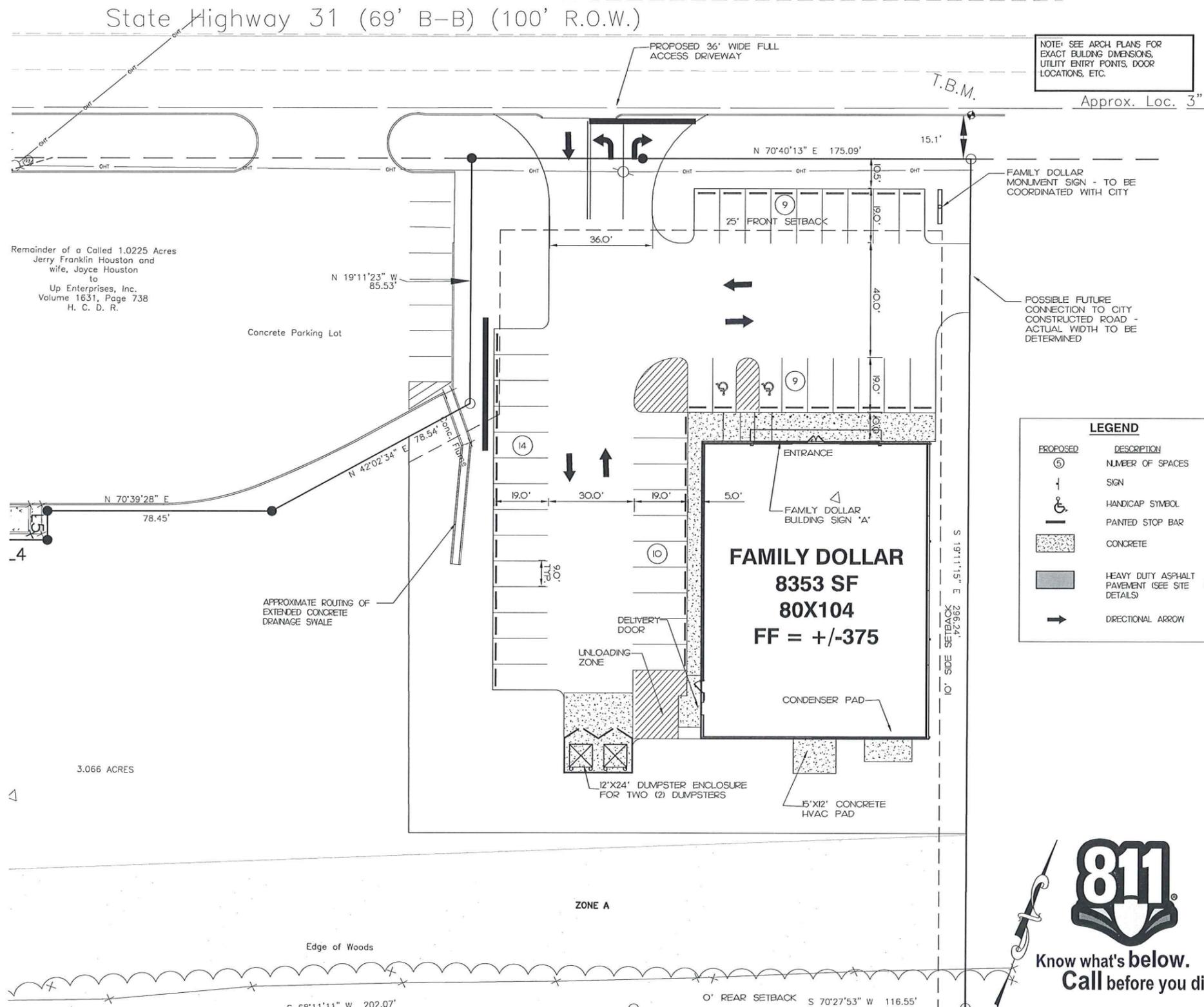
SITE DEVELOPMENT DATA

ZONING: B-1 (LOCAL BUSINESS DISTRICT)
 PROPERTY SIZE: ±1.02 AC. (±44,283 SF)
 CURRENT PARCEL KIDD TRACT
 JURISDICTION: CITY OF CHANDLER
 SETBACKS:
 FRONT - 25'
 SIDE - 10'
 REAR - 0'
 PARKING REQUIREMENTS:
 SPACES REQUIRED - 1 PER 200 SF OF
 - 42 SPACES
 SPACES PROVIDED - 42
 HANDICAP SPACES REQUIRED - 2
 HANDICAP SPACES PROVIDED - 2
 VAN ACCESSIBLE SPACES REQUIRED - 1
 VAN ACCESSIBLE SPACES PROVIDED - 1
 TOTAL FD BUILDING PRG: ±8,353 SF
 BUILDING AND STRUCTURES COVERAGE: 18.9%
 SITE COVERAGE 67.4% (INCLUDES STREETS,
 DRIVES, PARKING, AND LOADING AREAS)

GENERAL NOTES:

1. ALL SIGNAGE IS APPROVED VIA A SEPARATE PERMIT THROUGH THE BUILDING SAFETY DIVISION.
2. ALL LIGHTING SHALL COMPLY WITH THE ZONING ORDINANCE.
3. ANY ALTERATION TO THE SITE PLAN, INCLUDING BUILDING ELEVATION AND LANDSCAPE SUBSTITUTIONS, REQUIRE TOWN APPROVAL THROUGH A REVISED PLAN, STAMPED BY STAFF.

PLANS PREPARED BY:
CAMPBELL
 ENGINEERING & ASSOCIATES, INC.
Civil Engineering and Land Planning
 31 Boland Court
 Greenville, SC 29615
 (864) 335-4090
 Fax: (864) 335-4095



FAMILY DOLLAR
 STORE #3374
 CHANDLER TX

DEVELOPER:
 3D DEVELOPMENT PARTNERS, LLC.
 4900 WOODWAY, SUITE 1125
 HOUSTON, TX 77056
 (713) 961-3334
 FAX: (713) 961-3332
CONTACT: DOUG GEORGE

REVISIONS:

CHECKED BY: TWC
 DRAWING BY: FSE
 DATE: XXX
 JOB NUMBER: -
 TITLE: **CONCEPTUAL SITE PLAN**
 SHEET NUMBER: 1 of 1

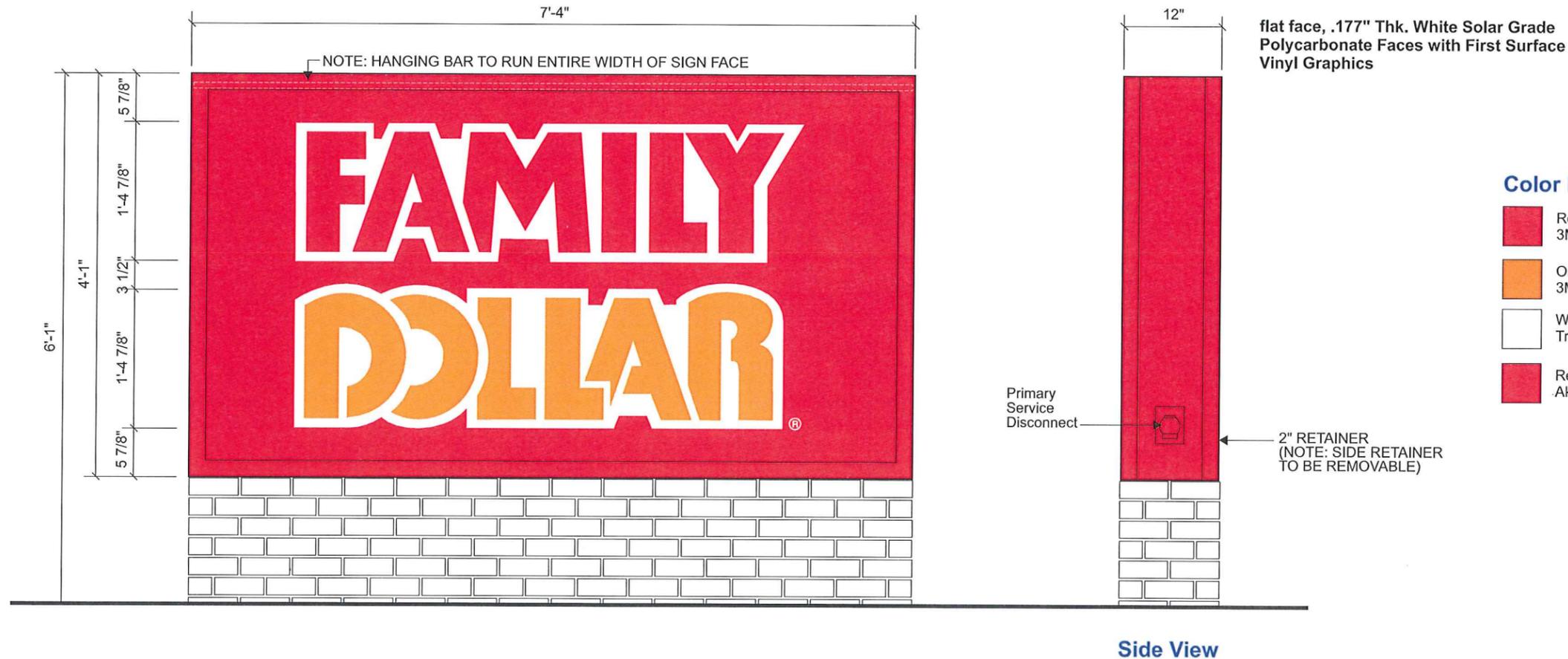


Family Dollar Design Drawings

4'-1" x 7'-4" Illuminated Monument - 6'-1" OAH

SIGN WEIGHT = ±375
SIGN AREA = 29.94

FACE MATERIAL BURN RATE:
UL 94 FLAM CLASS RATING- 94V-2



Color Reference:

- Red Vinyl
3M #3632-73
- Orange Vinyl
3M #3632-44
- White
Translucent White Polycarbonate
- Red Cabinet, Retainers and Skirt
Akzo Nobel (Grip Guard Plus) SIGN20134

Front View - Monument Elevation
Scale: 3/4" = 1'-0"

2.4 AMPS TOTAL



THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



Client Review Status	Notes	Date / Description	Project Information
<input type="checkbox"/> Approved <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Revise & Resubmit		02/29/12 Issue Date	Client Family Dollar
Name _____		1	
Title _____ Date _____		2	
		3	File 2012 Family Dollar 4-1x7-4 Monument
		4	Sales House Design DJS PM HS

This is an original unpublished drawing, created by Allen Industries, Inc. It is submitted for your personal use in connection with the project being planned for you by Allen Industries, Inc. It is not to be shown to anyone outside your organization, nor used, reproduced, copied or exhibited in any fashion whatsoever. All or part of this design (except for registered trademarks) remain the property of Allen Industries, Inc.

Allen Industries
www.allenindustries.com
Signs and Image Solutions

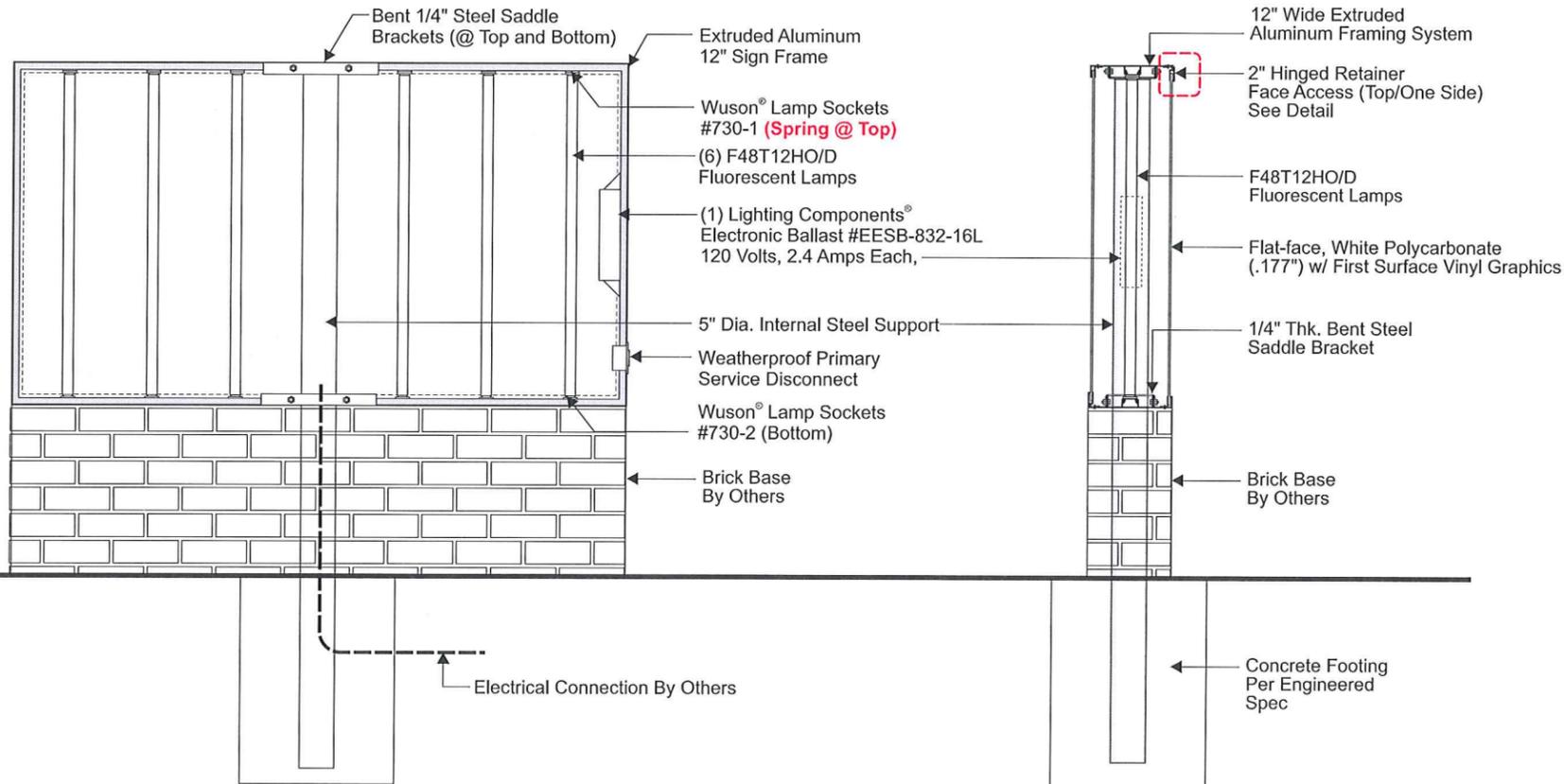
Corporate Headquarters
6434 Burnt Poplar Road, Greensboro, NC 27409
Phone 800-967-2553 336-668-2791 Fax 336-668-7875

Family Dollar Design Drawings

4'-1" x 7'-4" Illuminated Monument - 6'-1" OAH

SIGN WEIGHT = ±375
SIGN AREA = 29.94

Note: All Interior Metal Components to be Painted White



Front View - Construction Detail
Scale: 1/2" = 1'-0"

Side View

GENERAL SPECIFICATIONS:

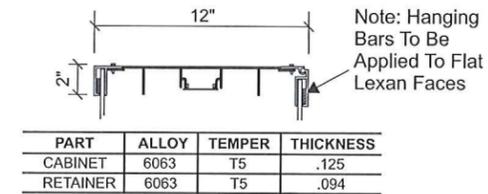
Sign Cabinet: 4'-1"± x 7'-4" (12" deep) double-face, illuminated sign cabinet manufactured from 12" deep aluminum cabinet extrusion & 2" aluminum retainer extrusion [standard Allen Ind. extrusions].

Illumination: (6) F48T12HO/D Fluorescent lamps powered by electronic ballasts as required. Disconnect switch will be located at lower end side of cabinet. UL approved

Sign Face: (2) flat, .177" thick white polycarbonate faces with first surface applied vinyl graphics. (1) one side of face anchored into 2" retainer system and hinged for servicing.

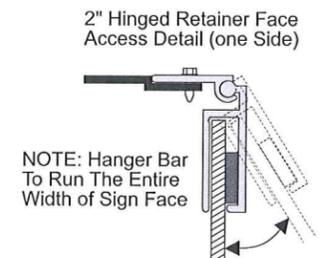
Installation: Sign to be installed on new steel tube support with match plate assembly and embedded in concrete foundation as per engineer data.

NOTE All components are U.L. Listed with U.L. Label.



PART	ALLOY	TEMPER	THICKNESS
CABINET	6063	T5	.125
RETAINER	6063	T5	.094

OR EQUAL
Extrusion Profile
Scale: N.T.S.



NOTE: Hanger Bar To Run The Entire Width of Sign Face

Hinged Retainer Detail
Scale: N.T.S.

2.4 AMPS TOTAL



THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



Client Review Status

Allen Industries, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision.
 Approved Approved as Noted Revise & Resubmit

Name _____
Title _____ Date _____

Notes

Date / Description

02/29/12 Issue Date
1
2
3
4

Project Information

Client Family Dollar
File 2012 Family Dollar 4-1x7-4 Monument
Sales House Design DJS PM HS



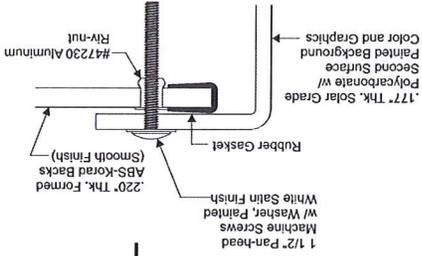
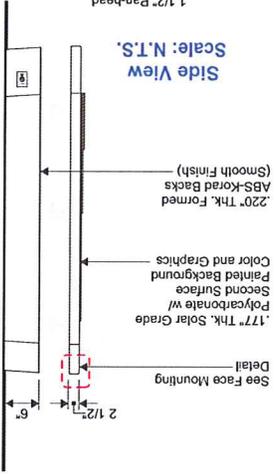
Corporate Headquarters
6434 Burnt Poplar Road, Greensboro, NC 27409
Phone 800-967-2553 336-668-2791 Fax 336-668-7875

This is an original unpublished drawing, created by Allen Industries, Inc. It is submitted for your personal use in connection with the project being planned for you by Allen Industries, Inc. It is not to be shown to anyone outside your organization, nor used, reproduced, copied or exhibited in any fashion whatsoever. All or part of this design (except for registered trademarks) remain the property of Allen Industries, Inc.

STOREFRONT SIGNAGE

Family Dollar Design Drawings 34.5" Cloud Sign / 5'-6" Medallion with LED Interior Illumination

SIGN WEIGHT = 750 lb	SIGN AREA = 144 sq. ft
FACE MATERIAL BURN RATE:	UL 94 FLAM CLASS RATING-94V-2



Color Reference:

	Red	Akzo Nobel (Gnp Flex) SIGN0208
	Orange	Akzo Nobel (Gnp Flex) SIGN0290
	White	Akzo Nobel (Gnp Flex) SIGN10399

Allen Industries FILE NUMBER: E1822

UL LISTED ELECTRIC SIGN

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

GROUNDING ELECTRICAL CONNECTIONS

120 VOLT / 3.0 AMPS TOTAL LOAD



Client Review Status	Notes	Date / Description	Project Information
Allen Industries, Inc. requires that an "Approved" drawing be cleared from the client prior to any production release or production release revision. <input type="checkbox"/> Approved <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Revised & Resubmit		08/27/13 Issue Date	Client: Family Dollar
			File: 2013 Family Dollar 34SM LED
			Sales House: Design SC
			Ptl HS

This is an original unpublished drawing, created by Allen Industries, Inc. It is submitted for your personal use in connection with the project being planned for you by Allen Industries, Inc. It is not to be shown to anyone outside your organization, nor used, reproduced, copied or exhibited in any fashion whatsoever. All or part of this design (except for registered trademarks) remain the property of Allen Industries, Inc.

Allen Industries
Signs and Image Solutions
www.allenindustries.com
Corporate Headquarters
6434 Burnt Poplar Road, Greensboro, NC 27409
Phone 800-967-2533 336-668-2791 Fax 336-668-7875

**3D Development
4900 Woodway Dr, Suite 1125
Houston, TX 77056**

March 18, 2014

City of Chandler, TX
P.O. Box 425
Chandler, TX 75758

RE: Proposed Signage

To whom it may concern:

3D Development is proposing to develop a new Family Dollar Store in the 700 block of Hwy 31 East in Chandler. Family Dollar requests review of the proposed storefront and monument signage detailed in the attached renderings. We would appreciate signage review during the City's site plan review process.

We appreciate your consideration of our proposed development signage.

Regards,



Doug George
3D Development



CITY OF CHANDLER

Staff Report

PROJECT: FP-14-01 Griffin Estates Phase Two-B

DATE: PZ: 4/1/14 Council: 4/8/14

REQUEST: Final Plat for Griffin Estates Phase Two-B, for 14 lots on approximately 3.065 acres located in the S. Calderon Survey A-136, south of Hyde Park Drive and east of Martin Street.

OVERVIEW: James and Matthew Berry are wishing to continue development of Griffin Estates Phase Two which is a total of 14.977 acres. They have submitted construction plans on the entire Phase Two development but are only final platting a portion of the phase. The construction plans were reviewed and approved by the city engineer for the entire Phase Two to ensure all the infrastructure will work together.

The Preliminary Plat of the 67.87 acres of Griffin Estates was adopted in 2006. The Final Plat being proposed conforms to the preliminary plat.

The Subdivision Rules and Regulations require the donation of park land or the payment into a park fund. A Park Fee was paid for Phase 2A at the rate of 5% of the raw land value. A similar payment will be required for this phase unless a similar value of park land is identified.

RECOMMENDED ACTION: The plat as submitted meets all the standards of the City of Chandler and is recommended by the Planning and Zoning Commission for adoption with the payment of all required fees.

ATTACHMENTS:
Copy of Final Plat Phase 2B
Copy of Preliminary Plat

REVISIONS	DATE	BY
ISSUED FOR REVIEW	03/20/2014	JWC
ISSUED FOR SIGNATURES	03/27/2014	JWC

**S. CALDERON SURVEY A-136
GRIFFIN ESTATES PHASE TWO-B
FINAL PLAT**

Summit Surveying, Inc.

PROJECT MGR.	JWC
PROJECT TECH.	JWC
CHECKED BY	JWC

James Berry and Matthew Berry, do hereby certify that we are the owners of the tract of land shown hereon and do hereby dedicate the utility easements and streets shown hereon for public use forever.

James Berry & Matthew Berry, ENGINEERS
610 FM 2010, Woodgate IV Office Park, Suite 101, Tyler, Texas 75703.
SUMMIT SURVEYING, INC.

Notary Public
This day of _____, 2014

Notary Public
This day of _____, 2014

Subscribed and sworn to before me, a Notary Public in and for the State of Texas,
County of _____ State of Texas

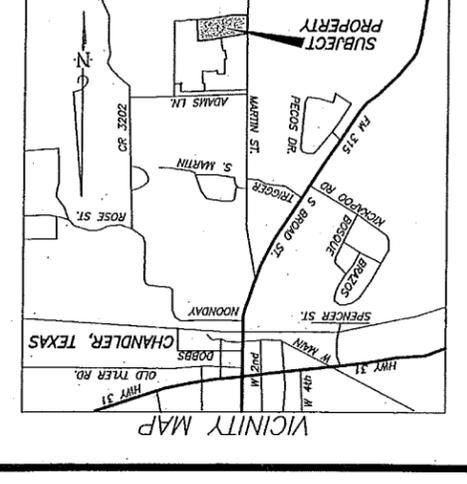
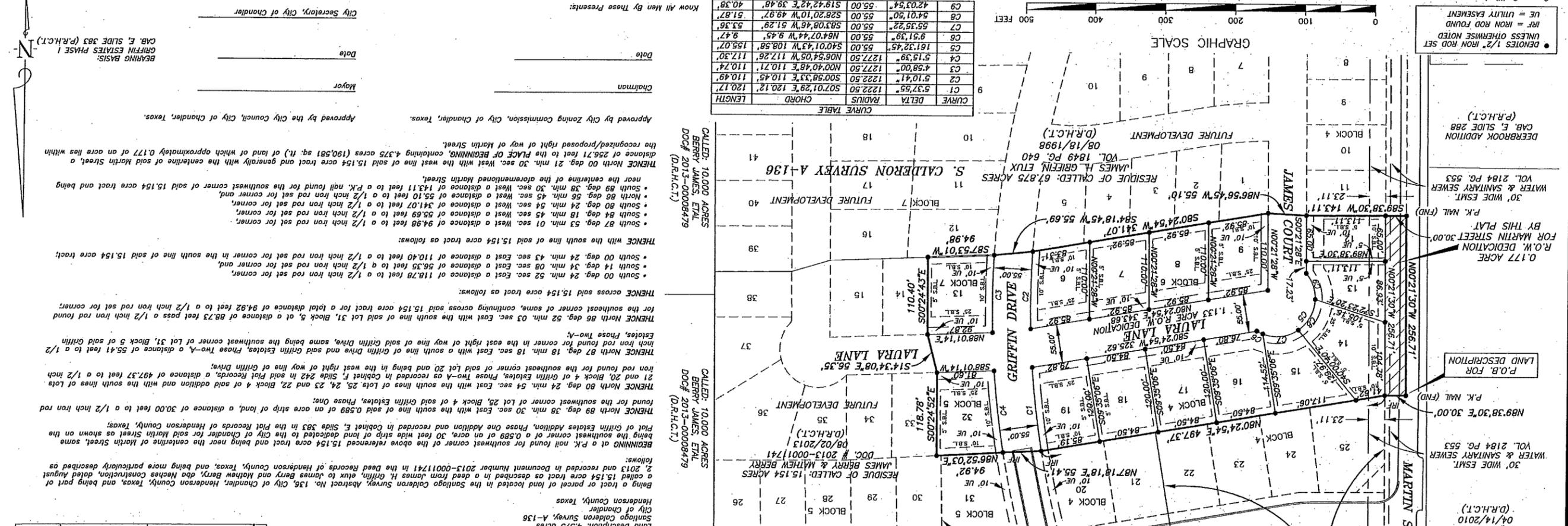
Matthew Berry
This day of _____, 2014

Subscribed and sworn to before me, a Notary Public in and for the State of Texas,
County of _____ State of Texas

Joe W. Clark
This day of March, 2014

Notary Public
KATHLEEN DAVIS
Notary Public, State of Texas
My Commission Expires June 04, 2017

RECORDED IN CABINET SLIDE 4.375 ACRES TOTAL
STREET RIGHT-OF-WAY: 1.310 ACRES
LOT 13, BLOCK 7
LOTS 6-9, BLOCK 6
LOT 32, BLOCK 5
LOTS 12-19, BLOCK 4
14 LOTS: 3.065 ACRES
CITY OF CHANDLER, TX
S. CALDERON SURVEY A-136
GRIFFIN ESTATES PHASE TWO-B
FINAL PLAT



The subject property does not lie within a 100 year flood plain according to Community Panel No. 48213C0225E, dated April 5, 2010, National Flood Insurance Rate Map for Henderson County, Texas.

This plat does not alter or remove existing deed restrictions, if any on this property.

Sidewalks will be constructed according to city code.

Notice--selling a portion of this addition by mates and bounds to lines and withholding of utilities and building permits.

Lot	Area	Acres
Lot 12, Blk. 4	7,352 sq. ft.	0.169 acre
Lot 13, Blk. 4	7,444 sq. ft.	0.171 acre
Lot 14, Blk. 4	11,209 sq. ft.	0.257 acre
Lot 15, Blk. 4	9,273 sq. ft.	0.213 acre
Lot 16, Blk. 4	10,148 sq. ft.	0.233 acre
Lot 17, Blk. 4	10,140 sq. ft.	0.233 acre
Lot 18, Blk. 4	10,140 sq. ft.	0.233 acre
Lot 19, Blk. 4	10,019 sq. ft.	0.230 acre
Lot 20, Blk. 4	10,292 sq. ft.	0.236 acre
Lot 21, Blk. 4	9,279 sq. ft.	0.213 acre
Lot 22, Blk. 6	9,279 sq. ft.	0.213 acre
Lot 23, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 24, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 25, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 26, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 27, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 28, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 29, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 30, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 31, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 32, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 33, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 34, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 35, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 36, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 37, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 38, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 39, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 40, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 41, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 42, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 43, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 44, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 45, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 46, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 47, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 48, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 49, Blk. 6	9,329 sq. ft.	0.214 acre
Lot 50, Blk. 6	9,329 sq. ft.	0.214 acre

BEING at a P.K. nail found for southwest corner of the above referenced 15.154 acre tract and being near the centerline of Martin Street, some 0.589 of an acre, 30 feet wide strip of land dedicated to the City of Chandler for said Martin Street as shown on the Plat of Griffin Estates Addition, Phase One Addition and recorded in Cabinet E, Slide 383 in the Plat Records of Henderson County, Texas.

THENCE North 89 deg. 38 min. 30 sec. East with the south line of an acre strip of land, a distance of 30.00 feet to a 1/2 inch iron rod found for the southwest corner of Lot 25, Block 4 of said Griffin Estates, Phase One;

THENCE North 80 deg. 24 min. 54 sec. East with the south lines of Lots 25, 24, 23 and 22, Block 4 of said addition and with the south lines of Lots 21 and 20, Block 4 of Griffin Estates, Phase Two-A as recorded in Cabinet F, Slide 242 in said Plat Records, a distance of 497.37 feet to a 1/2 inch iron rod found for the southeast corner of said Lot 20 and being in the west right of way line of Griffin Drive;

THENCE North 87 deg. 18 min. 18 sec. East with a south line of Griffin Drive and said Griffin Estates, Phase Two-A, a distance of 55.41 feet to a 1/2 inch iron rod found for corner in the east right of way line of said Griffin Drive, same being the southwest corner of Lot 31, Block 5 of said Griffin Estates, Phase Two-A;

THENCE North 86 deg. 52 min. 03 sec. East with the south line of said Lot 31, Block 5, at a distance of 88.73 feet, pass a 1/2 inch iron rod found for the southeast corner of same, continuing across said 15.154 acre tract for a total distance of 94.92 feet to a 1/2 inch iron rod found for the southwest corner of Lot 25, Block 4 of said Griffin Estates, Phase One;

THENCE across said 15.154 acre tract as follows:

- South 00 deg. 24 min. 52 sec. East a distance of 118.28 feet to a 1/2 inch iron rod set for corner.
- South 14 deg. 34 min. 08 sec. East a distance of 56.35 feet to a 1/2 inch iron rod set for corner and,
- South 00 deg. 24 min. 43 sec. East a distance of 110.40 feet to a 1/2 inch iron rod set for corner in the south line of said 15.154 acre tract;

THENCE with the south line of said 15.154 acre tract as follows:

- South 87 deg. 53 min. 01 sec. West a distance of 94.98 feet to a 1/2 inch iron rod set for corner.
- South 84 deg. 18 min. 45 sec. West a distance of 55.69 feet to a 1/2 inch iron rod set for corner.
- South 80 deg. 24 min. 54 sec. West a distance of 341.07 feet to a 1/2 inch iron rod set for corner.
- North 89 deg. 38 min. 30 sec. West a distance of 55.10 feet to a P.K. nail found for the southwest corner of said 15.154 acre tract and being near the centerline of the aforementioned Martin Street.

THENCE North 00 deg. 21 min. 30 sec. West with the west line of said 15.154 acre tract and generally with the centerline of said Martin Street, a distance of 256.71 feet to the PLACE OF BEGINNING, containing 4.375 acres (190,581 sq. ft.) of land of which approximately 0.177 of an acre lies within the recognized/proposed right of way of Martin Street.

Know All Men By These Presents:

That I, Joe W. Clark, Registered Professional Land Surveyor, certify that this plat shown hereon was prepared from a survey made on the ground under my direction and supervision and bearings, distances, areas, and monuments are as shown.

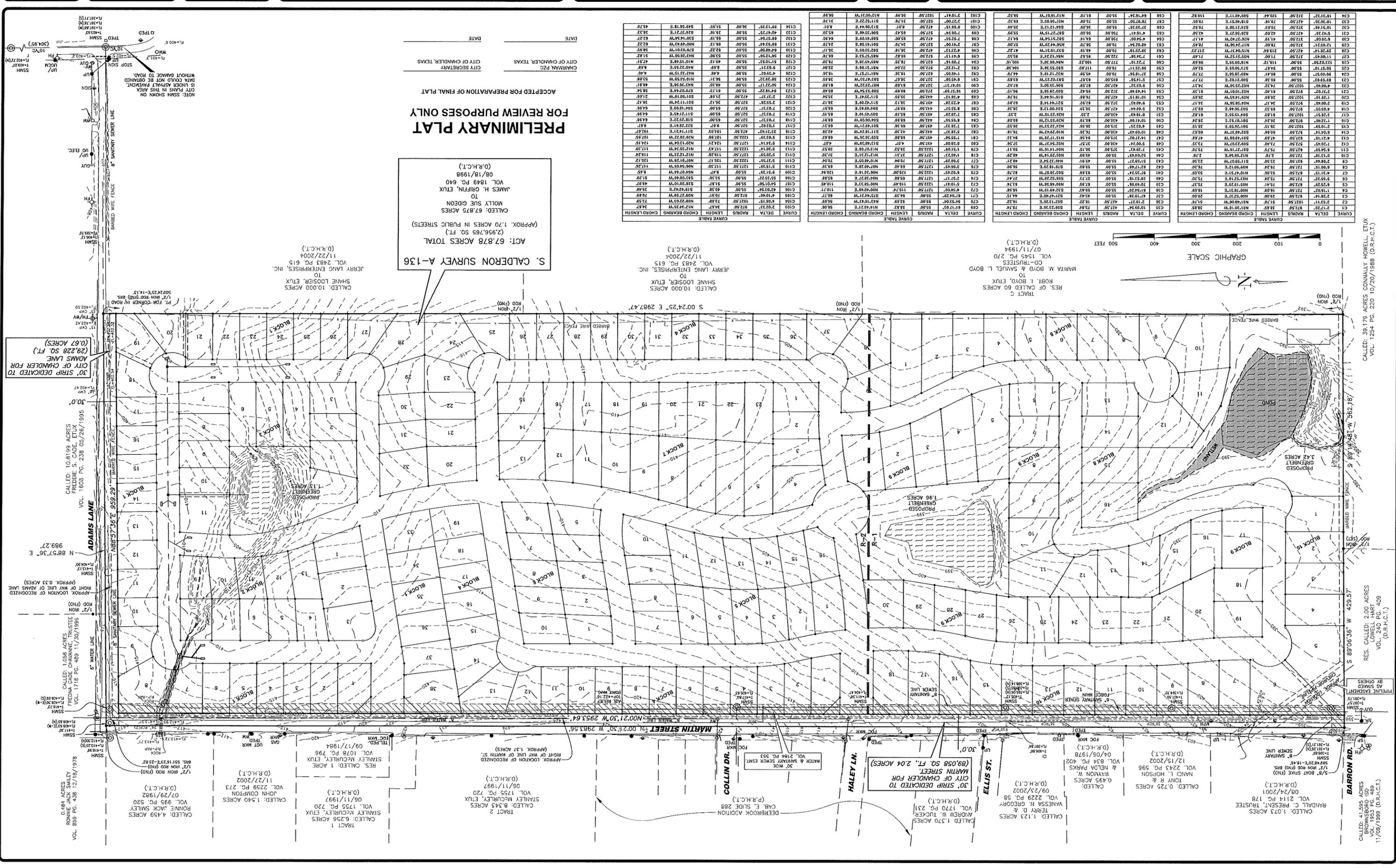
Joe W. Clark
Registered Professional Land Surveyor No. 4366
Date 03/27/2014

Approved by the City Council, City of Chandler, Texas.

City Secretary, City of Chandler

Mayor

Date



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C100	179.27	100.00	100.00	N179.27°E	100.00
C101	179.27	100.00	100.00	N179.27°E	100.00
C102	179.27	100.00	100.00	N179.27°E	100.00
C103	179.27	100.00	100.00	N179.27°E	100.00
C104	179.27	100.00	100.00	N179.27°E	100.00
C105	179.27	100.00	100.00	N179.27°E	100.00
C106	179.27	100.00	100.00	N179.27°E	100.00
C107	179.27	100.00	100.00	N179.27°E	100.00
C108	179.27	100.00	100.00	N179.27°E	100.00
C109	179.27	100.00	100.00	N179.27°E	100.00
C110	179.27	100.00	100.00	N179.27°E	100.00
C111	179.27	100.00	100.00	N179.27°E	100.00
C112	179.27	100.00	100.00	N179.27°E	100.00
C113	179.27	100.00	100.00	N179.27°E	100.00
C114	179.27	100.00	100.00	N179.27°E	100.00
C115	179.27	100.00	100.00	N179.27°E	100.00
C116	179.27	100.00	100.00	N179.27°E	100.00
C117	179.27	100.00	100.00	N179.27°E	100.00
C118	179.27	100.00	100.00	N179.27°E	100.00
C119	179.27	100.00	100.00	N179.27°E	100.00
C120	179.27	100.00	100.00	N179.27°E	100.00
C121	179.27	100.00	100.00	N179.27°E	100.00
C122	179.27	100.00	100.00	N179.27°E	100.00
C123	179.27	100.00	100.00	N179.27°E	100.00
C124	179.27	100.00	100.00	N179.27°E	100.00
C125	179.27	100.00	100.00	N179.27°E	100.00
C126	179.27	100.00	100.00	N179.27°E	100.00
C127	179.27	100.00	100.00	N179.27°E	100.00
C128	179.27	100.00	100.00	N179.27°E	100.00
C129	179.27	100.00	100.00	N179.27°E	100.00
C130	179.27	100.00	100.00	N179.27°E	100.00
C131	179.27	100.00	100.00	N179.27°E	100.00
C132	179.27	100.00	100.00	N179.27°E	100.00
C133	179.27	100.00	100.00	N179.27°E	100.00
C134	179.27	100.00	100.00	N179.27°E	100.00
C135	179.27	100.00	100.00	N179.27°E	100.00
C136	179.27	100.00	100.00	N179.27°E	100.00
C137	179.27	100.00	100.00	N179.27°E	100.00
C138	179.27	100.00	100.00	N179.27°E	100.00
C139	179.27	100.00	100.00	N179.27°E	100.00
C140	179.27	100.00	100.00	N179.27°E	100.00
C141	179.27	100.00	100.00	N179.27°E	100.00
C142	179.27	100.00	100.00	N179.27°E	100.00
C143	179.27	100.00	100.00	N179.27°E	100.00
C144	179.27	100.00	100.00	N179.27°E	100.00
C145	179.27	100.00	100.00	N179.27°E	100.00
C146	179.27	100.00	100.00	N179.27°E	100.00
C147	179.27	100.00	100.00	N179.27°E	100.00
C148	179.27	100.00	100.00	N179.27°E	100.00
C149	179.27	100.00	100.00	N179.27°E	100.00
C150	179.27	100.00	100.00	N179.27°E	100.00
C151	179.27	100.00	100.00	N179.27°E	100.00
C152	179.27	100.00	100.00	N179.27°E	100.00
C153	179.27	100.00	100.00	N179.27°E	100.00
C154	179.27	100.00	100.00	N179.27°E	100.00
C155	179.27	100.00	100.00	N179.27°E	100.00
C156	179.27	100.00	100.00	N179.27°E	100.00
C157	179.27	100.00	100.00	N179.27°E	100.00
C158	179.27	100.00	100.00	N179.27°E	100.00
C159	179.27	100.00	100.00	N179.27°E	100.00
C160	179.27	100.00	100.00	N179.27°E	100.00
C161	179.27	100.00	100.00	N179.27°E	100.00
C162	179.27	100.00	100.00	N179.27°E	100.00
C163	179.27	100.00	100.00	N179.27°E	100.00
C164	179.27	100.00	100.00	N179.27°E	100.00
C165	179.27	100.00	100.00	N179.27°E	100.00
C166	179.27	100.00	100.00	N179.27°E	100.00
C167	179.27	100.00	100.00	N179.27°E	100.00
C168	179.27	100.00	100.00	N179.27°E	100.00
C169	179.27	100.00	100.00	N179.27°E	100.00
C170	179.27	100.00	100.00	N179.27°E	100.00
C171	179.27	100.00	100.00	N179.27°E	100.00
C172	179.27	100.00	100.00	N179.27°E	100.00
C173	179.27	100.00	100.00	N179.27°E	100.00
C174	179.27	100.00	100.00	N179.27°E	100.00
C175	179.27	100.00	100.00	N179.27°E	100.00
C176	179.27	100.00	100.00	N179.27°E	100.00
C177	179.27	100.00	100.00	N179.27°E	100.00
C178	179.27	100.00	100.00	N179.27°E	100.00
C179	179.27	100.00	100.00	N179.27°E	100.00
C180	179.27	100.00	100.00	N179.27°E	100.00
C181	179.27	100.00	100.00	N179.27°E	100.00
C182	179.27	100.00	100.00	N179.27°E	100.00
C183	179.27	100.00	100.00	N179.27°E	100.00
C184	179.27	100.00	100.00	N179.27°E	100.00
C185	179.27	100.00	100.00	N179.27°E	100.00
C186	179.27	100.00	100.00	N179.27°E	100.00
C187	179.27	100.00	100.00	N179.27°E	100.00
C188	179.27	100.00	100.00	N179.27°E	100.00
C189	179.27	100.00	100.00	N179.27°E	100.00
C190	179.27	100.00	100.00	N179.27°E	100.00
C191	179.27	100.00	100.00	N179.27°E	100.00
C192	179.27	100.00	100.00	N179.27°E	100.00
C193	179.27	100.00	100.00	N179.27°E	100.00
C194	179.27	100.00	100.00	N179.27°E	100.00
C195	179.27	100.00	100.00	N179.27°E	100.00
C196	179.27	100.00	100.00	N179.27°E	100.00
C197	179.27	100.00	100.00	N179.27°E	100.00
C198	179.27	100.00	100.00	N179.27°E	100.00
C199	179.27	100.00	100.00	N179.27°E	100.00
C200	179.27	100.00	100.00	N179.27°E	100.00

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C201	179.27	100.00	100.00	N179.27°E	100.00
C202	179.27	100.00	100.00	N179.27°E	100.00
C203	179.27	100.00	100.00	N179.27°E	100.00
C204	179.27	100.00	100.00	N179.27°E	100.00
C205	179.27	100.00	100.00	N179.27°E	100.00
C206	179.27	100.00	100.00	N179.27°E	100.00
C207	179.27	100.00	100.00	N179.27°E	100.00
C208	179.27	100.00	100.00	N179.27°E	100.00
C209	179.27	100.00	100.00	N179.27°E	100.00
C210	179.27	100.00	100.00	N179.27°E	100.00
C211	179.27	100.00	100.00	N179.27°E	100.00
C212	179.27	100.00	100.00	N179.27°E	100.00
C213	179.27	100.00	100.00	N179.27°E	100.00
C214	179.27	100.00	100.00	N179.27°E	100.00
C215	179.27	100.00	100.00	N179.27°E	100.00
C216	179.27	100.00	100.00	N179.27°E	100.00
C217	179.27	100.00	100.00	N179.27°E	100.00
C218	179.27	100.00	100.00	N179.27°E	100.00
C219	179.27	100.00	100.00	N179.27°E	100.00
C220	179.27	100.00	100.00	N179.27°E	100.00
C221	179.27	100.00	100.00	N179.27°E	100.00
C222	179.27	100.00	100.00	N179.27°E	100.00
C223	179.27	100.00	100.00	N179.27°E	100.00
C224	179.27	100.00	100.00	N179.27°E	100.00
C225	179.27	100.00	100.00	N179.27°E	100.00
C226	179.27	100.00	100.00	N179.27°E	100.00
C227	179.27	100.00	100.00	N179.27°E	100.00
C228	179.27	100.00	100.00	N179.27°E	100.00
C229	179.27	100.00	100.00	N179.27°E	100.00
C230	179.27	100.00	100.00	N179.27°E	100.00
C231	179.27	100.00	100.00	N179.27°E	100.00
C232	179.27	100.00	100.00	N179.27°E	100.00
C233	179.27	100.00	100.00	N179.27°E	100.00
C234	179.27	100.00	100.00	N179.27°E	100.00
C235	179.27	100.00	100.00	N179.27°E	100.00
C236	179.27	100.00	100.00	N179.27°E	100.00
C237	179.27	100.00	100.00	N179.27°E	100.00
C238	179.27	100.00	100.00	N179.27°E	100.00
C239	179.27	100.00	100.00	N179.27°E	100.00
C240	179.27	100.00	100.00	N179.27°E	100.00
C241	179.27	100.00	100.00	N179.27°E	100.00
C242	179.27	100.00	100.00	N179.27°E	100.00
C243	179.27	100.00	100.00	N179.27°E	100.00
C244	179.27	100.00	100.00	N179.27°E	100.00
C245	179.27	100.00	100.00	N179.27°E	100.00
C246	179.27	100.00	100.00	N179.27°E	100.00
C247	179.27	100.00	100.00	N179.27°E	100.00
C248	179.27	100.00	100.00	N179.27°E	100.00</



CITY OF CHANDLER

Staff Report

PROJECT: SP-14-01R Main Street Market Site Plan Revised

DATE: PZ: 4-1-14 CC: 4-8-14

REQUEST: The property owner is requesting amendments to a site plan that was approved 2-11-14.

APPLICANT: Stan Copeland

PROPERTY OWNER: SC and DB Properties

PROPERTY DESCRIPTION: 105 W. Main Street

ZONING: B-1

SIZE: Lot 1 - .244 acres
Lot 2 - .208 acres
Total - .452 acres

OVERVIEW: The following are the proposed changes from the adopted plan:

Use/Layout: The uses and layout remain the same with the following exceptions:

- There are proposed to be up to two food trucks/trailers located onsite. The proposed site plan has spaces designated on either side of the ice machine for these uses.
- A portion of the Market next to the office will be enclosed to create a small retail store in the market.
- The ADA compliant restrooms have been relocated from the freestanding location between the Market and the future Phase III building to an area in the Market by the office and the store.
- An open air vending area has been added on the future Phase III building site for sales out of pickup trucks and the use of canopies. This area will only be available until the Phase III building is constructed.
- Though not currently shown on the site plan an area for a

trash dumpster has been discussed on the far west portion of the lot which would displace the 2 handicap parking spaces. If this is located in the area of the handicap spaces then the handicap spaces should be relocated on site.

Parking: The Food Truck spaces will remove two parking spaces and the trash dumpster may remove 2 spaces. However, the loss of 4 parking spaces will not impact the ability to meet the parking requirement for the market and ice house.

The parking requirement for a retail market would be 1 to 200 sq. ft. The market requires 8 parking spaces. And the office requires 1 and the ice house would need 1. This is a total of 10 required spaces. The new site plan shows 21 spaces, assuming the trash dumpster is located where the 2 handicap spaces are shown.

The developer has indicated that all the parking and access drives will be in place and stripped prior to completion of the Phase II Market Building.

Operational Policies for Vendors: Attached are a set of policies that are proposed by the developer that would control the operation of the vendors. The developer would like to have these policies approved as part of the site plan and have a blanket vendor permit so vendors that operate on the site do not have to get separate vendor permits from the city.

Access: No changes proposed.

Sign: No changes proposed. All signage will have to comply with city of Chandler sign ordinances.

Setbacks: No changes proposed.

Architectural standards: No changes proposed.

Landscape: No changes proposed. The developer is required to complete all landscaping and irrigation prior to a CO being issued for the Phase II Market building.

**RECOMMENDED
ACTION:**

The Planning and Zoning Commission recommends approval of the site plan as presented with special approval for the proposed policies and the blanket vendor permit. With the following conditions:

1. A replat of the property must have been submitted for approval prior to the CO for the Market being issued.
2. All landscaping and irrigation must be completed prior to CO being issued for the Market.
3. All parking and access drives shown on site plan must be constructed and painted prior to CO being issued for the market.
4. Amend Item 3.h. of the Vendors policy to allow the property owner to control when trucks and trailers are moved.
5. Blanket vendor permits is granted for a one year period to be reevaluated with associated policies prior to annual renewal.

CITY CONTACT:

John Taylor, City Administrator

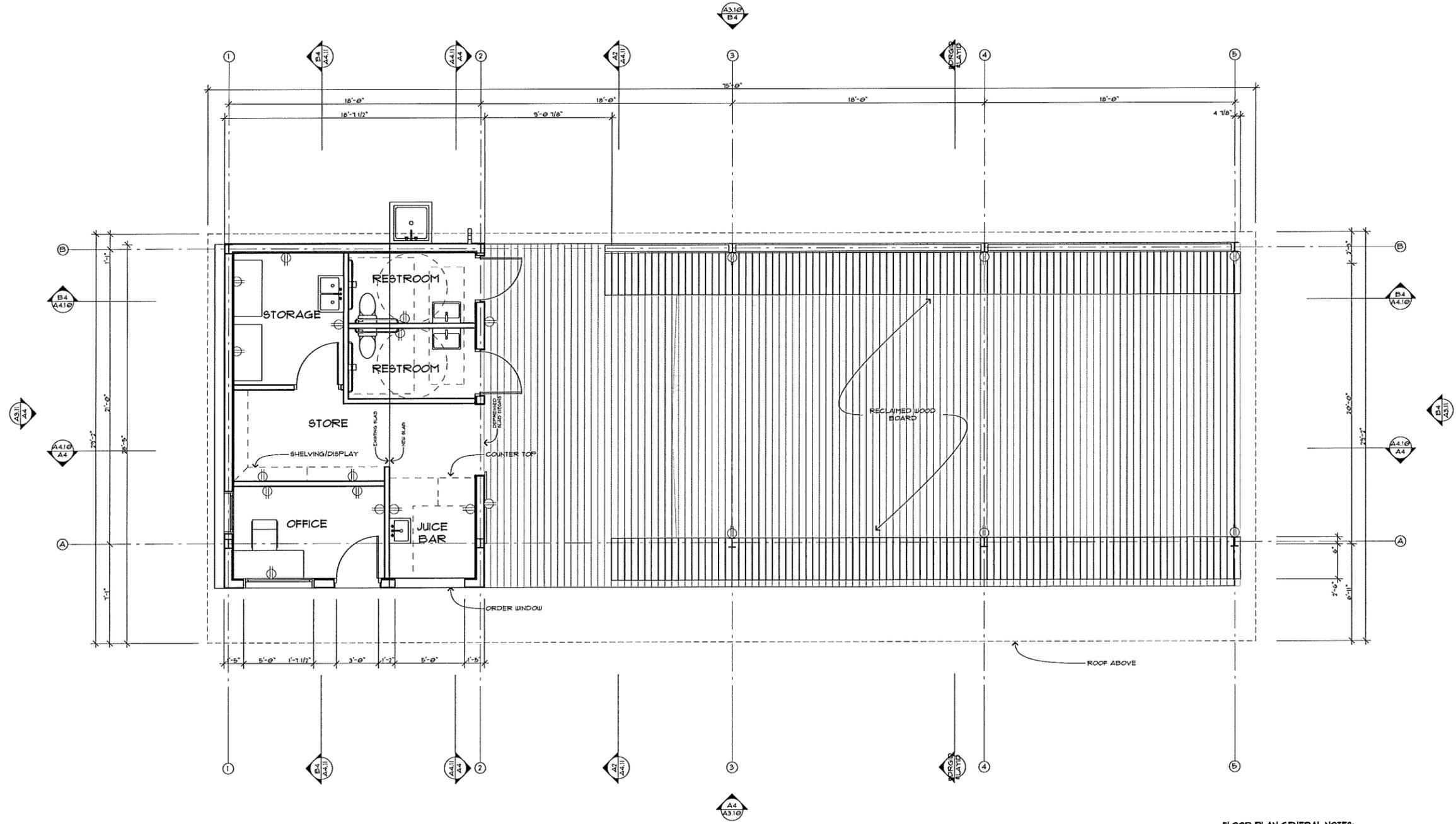
ATTACHMENTS:

Building Floor plan
Site Plan
Set of Operational Policies

DESIGNER - ZACH COPELAND
 OWNERS : STAN COPELAND
 DALE BARNES
 DON COPELAND

OLD MAIN STREET MARKET
 CHANDLER, TEXAS

A230



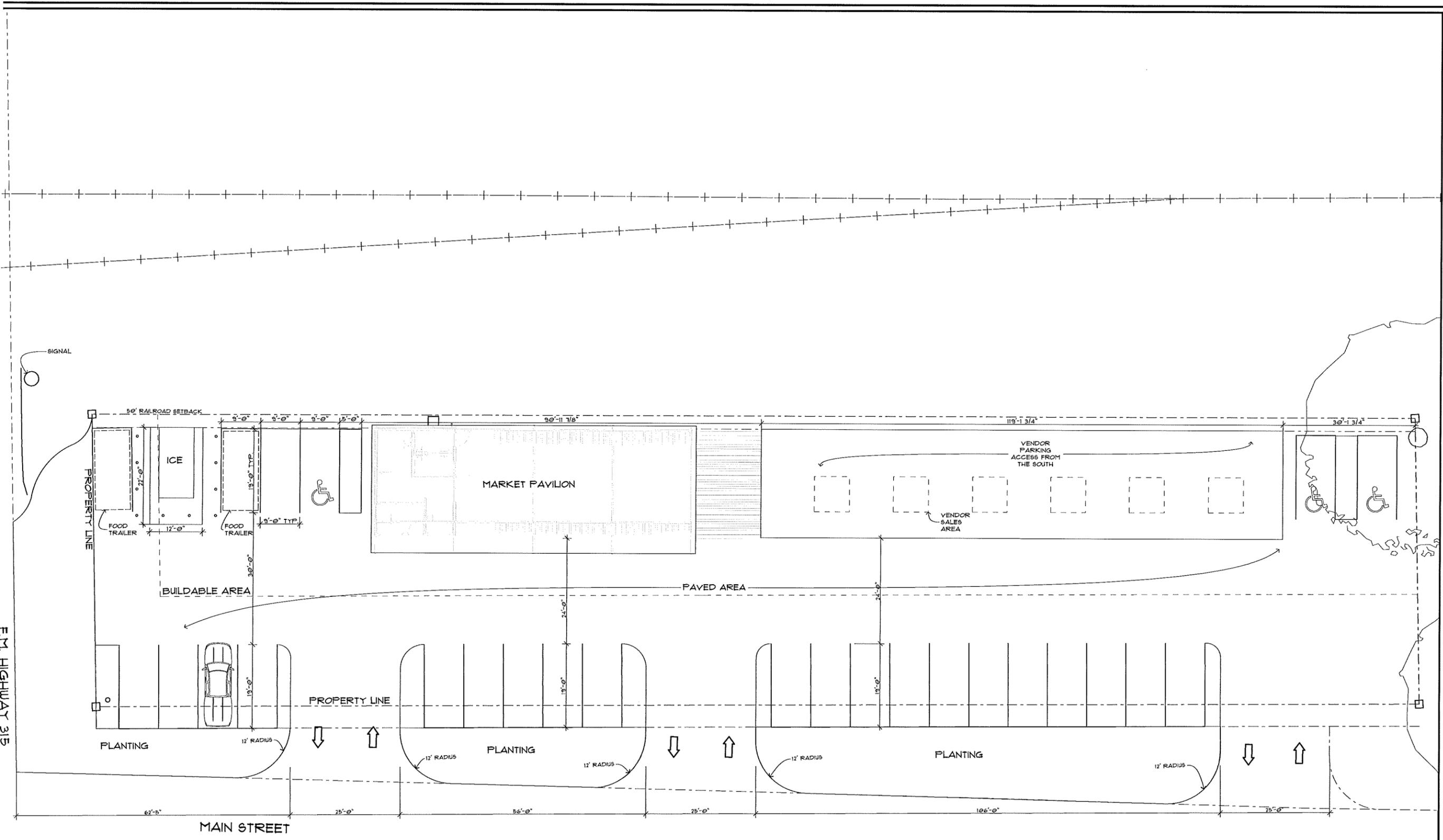
FLOOR PLAN GENERAL NOTES:

A. DIMENSIONS: DIMENSIONS ARE TO FACE OF FINISH MATERIAL, UNLESS NOTED OTHERWISE. DIMENSIONS TO EXTERIOR WALLS ARE TO FINISHED FACE. CLEAR DIMENSIONS SHALL NOT VARY AND ARE MEASURED AT THE FLOOR LINE. DIMENSIONS TIED TO COLUMN CENTERLINE SHALL SET FINISHED CLEAR DIMENSIONS.

B. PARTITIONS:
 1. ALL NEW PARTITIONS ARE TO BE PERPENDICULAR OR PARALLEL WITH CORE OR EXTERIOR WINDOW WALL ELEMENTS, UNLESS NOTED OTHERWISE. CENTER PARTITIONS ON COLUMNS OR MULLIONS, UNLESS NOTED OTHERWISE.
 2. ALL PARTITION TYPES SHALL BE, UNLESS NOTED OTHERWISE: REFER TO PARTITION DETAILS.

C. DOOR: HINGE SIDE OF DOORS TO BE LOCATED 4" FROM NEAREST PERPENDICULAR PARTITION, UNLESS NOTED.

FM HIGHWAY 315



DESIGNER - ZACH COPELAND
 OWNERS : STAN COPELAND
 DALE BARNES
 DON COPELAND

OLD MAIN STREET MARKET
 CHANDLER, TEXAS



105 West Main Street—Chandler Texas
(Intersection of Hwy 315 and the Railroad tracks)
214-549-7830 or 903-570-7630
email—srscope@sbcglobal.net

March 15, 2014

Dear John and to whom these matters concern,

I am submitting these Policies and Procedures as we discussed in hopes that the Old Main Street Market management will be allowed to operate a “market” under the stated guidelines. OMS Market management would secure a permit for a fee that you referred to as an “umbrella permit”, under which the vendors would operate. OMS management would be responsible for holding the vendors to the approved Policies and Procedures.

The City of Chandler or the Chandler Chamber of Commerce has sent several inquiring food vendors our way. We have offered specific policies and procedures for food vending from trucks or trailers. We are equipped to follow these procedures and accommodate no more than two such vehicles daily. We also will have them off the lot daily, or under special arrangements, will have them moved by Saturday at 6:00 p.m.. No vehicles will be allowed on the lot on Sundays.

We believe limited food vending from trucks or trailers would add to the “market” atmosphere and be profitable for us. We see this as no different to other such trailer arrangements already in place in the city, except we are mandating movement and not allowing permanence. We can create a safe environment for such food trucks or trailers and have more approved, marked, parking spaces than the city ordinances require for retail square footage. Concerning vending of purses, hats, tools and other products sold in flea markets and on the side of thoroughfares, we believe our “home, locally, or Tri-State grown and made” identified production areas will allow us to be selective and create the atmosphere of a first class market.

Upon the approval of our policies and procedures we would like to hold a Town Hall meeting in the community center, maybe even with a meal or at least refreshments. This would be a time to distribute our operating plan, answer questions, and get some feel for who is interested to sign up as a potential vendor. It would be great to have you, or someone from the City Council or Chamber of Commerce present.

Cordially Yours,

Stan Copeland



105 West Main Street—Chandler Texas
(Intersection of Hwy 315 and the Railroad tracks)
214-549-7830 or 903-570-7630
email—srcope@sbcglobal.net

March 21, 2014

Dear Future Old Main Street Market Vendor:

You are cordially invited to participate in the Old Main Street Market in downtown Chandler, Texas. The Market will be open daily Monday through Saturday, 10:00 a.m. until 5:30 p.m., from May 1st to November 1st. This time period will include four big annual events that will be publicized and promoted—Memorial Day, Independence Day, Labor Day and Harvest Festival (Halloween week and the annual end of the market). Future plans could involve an earlier opening in April and opening a week in December for a Christmas Market.

The Market will feature the Tomato Shed Store. The store will be open six days each week from 10:00 a.m. to 5:30 a.m. daily. The Tomato Shed Store gets its name from the old tomato shed that once stood, 100 years ago, on the property of the present day Market. The wood in the store is from the original tomato shed that was torn down in the 1940s, the barn was built with the wood and stood until 2011 two miles north of the site off of Hwy 315. The store will feature homemade ice cream, fruit & veggie smoothies, locally grown fresh flowers, fruit and vegetables, and other homemade products. The store is not being established to compete with vendors, but will anchor and uplift the market that features local farmers, growers, and artisans. The purpose of the store and market together is to create a place to sell locally grown produce, homemade goods, other sellable items and an exciting market atmosphere for the community and larger East Texas area.

It is our hope that you will partner with us to display and sell your produce and goods; together we can create an attraction to Chandler from which the town and other merchants will benefit. We, along with our families, look forward to meeting you and discussing our operation and hopes for the future. A town hall meeting to discuss market matters and City of Chandler approved policies and procedures that have been developed to help assure a smoothly operating and attractive market. The meeting will take place in April, in the meantime, if you have any questions, you can call Stan Copeland at 214-549-7830 or email me at srcope@sbcglobal.net

Cordially Yours,

Dale Barnes

Don Copeland

Stan Copeland

Policies & Procedures



1. The Old Main Street Market

a. Primary Vending Space—Stalls

The Old Main Street Market will be housed primarily under the market pavilion. There will be ten rentable stalls with electricity, 12'x3'x3' storage box, circulated air (industrial fans), display tables, and public restrooms.

b. Secondary Vending Space—Canopies

The secondary space for vendors will be west of the market pavilion under portable 10' x 10' canopies. The canopies will be set up, if needed, to accommodate vendors who could not be housed in the market pavilion. It will be preferable to fill up the market pavilion before canopies are set up.

c. Tables and Chairs

The Old Main Street Market will provide tables and chairs for rent. Vendors can provide their own tables and chairs, which must fit entirely inside their stall and not encroach upon other vendors. All canopies will be OMS canopies to create a more uniform look and standard set up.

Note: There are no refunds for inclement weather and the market will open rain or shine. Refunds will be given should weather conditions be so bad that closing is mandated or advised.

2. Produce and Product Vending

a. The stalls are available for rental on a daily, weekly or monthly basis for the cost of \$10 per day, \$40 per week or \$150 per month. Each stall will be equipped with electricity and a display table. The canopies will be rented only on a daily basis for \$8 per day with no electricity.

b. Stalls can be rented monthly for \$150, and payment must be made on or before the 25th day of the previous month. (No refunds will be given for missed days). If a vendor has a reserved space, he or she must be present between 8:30 a.m. and 9:30 a.m. or make special arrangements with OMS management by calling 903-570-

7630. If contact is not made then the vendor may lose the space for the day. This guideline applies to weekly and monthly rental vendors and will serve the purpose of reducing the possibility of the market pavilion being sparsely occupied.

- c. Subleasing a reserved space to another vendor is not allowed.
- d. Vendors may not change spaces during the day.
- e. Selling must be done only out of rented stalls, canopies, or from approved trucks and trailers. No soliciting outside of stalls and canopies will be allowed, and no amplified sound will be permitted.
- f. Vendors must clean up their space at the end of the market.
- g. Smoking is prohibited under the market pavilion. Vendor smoking is also discouraged, but allowed in the designated smoking areas and the open-air canopy area.
- h. Empty boxes are to be flattened and placed in the dumpster on the west end of the lot.
- i. Selling of animals on the grounds will not be allowed.
- j. No pets are allowed with vendors or shoppers in the market pavilion with the exception of service and/or guide dogs. Pets on the grounds must be leashed or held.
- k. All vendors shall conduct themselves in a professional manner while at the Market. Shoes and shirts are required at ALL times.
- l. All produce and products must be "home", "Texas" or adjoining "Tri-State" (Louisiana, Arkansas, Oklahoma) grown or made, meaning the grower, artist or cook must be local, from Texas or adjoining Tri-State.
- m. All produce and products shall be sold at a standard weight or measure. Products may be sold by the pound and weighed on scales that can be tested by OMS management. Produce may also be sold by the piece, pint, quart, peck, bushel or another generally accepted measure of quantity.

- n. All vendors are encouraged, but not required, to have a valid Texas Sales Tax ID number and are responsible for their own tax reporting and payments. Note: A Tax ID number can be obtained from the State Comptrollers office. Please visit www.window.state.tx.us for an application.
- o. All signage must comply with the Chandler city ordinances.

3. Produce and Food Vendors

- a. Required State of Texas licenses and permits are necessary for any food vendors who are set up in trucks or trailers. Should any vendor be inspected on site by state authorities and closed down there will be no refunds.
- b. All food vendors set up in trucks or trailers must have a State Sales Tax Permit and number on file with OMS management.
- c. Food trucks and trailers can hook up to OMS water and electricity source but must catch all grey water in a storage tank.
- d. Parking spaces #1 and #3 on the southeast side of the lot in the proximity of the icehouse (all identified on the site plan) and are equipped to accommodate food trucks or trailers.
- e. The food vending spaces are available for rental on a daily, weekly or monthly basis for the cost of \$20 per day, \$75 per week or \$250 per month.
- f. Stalls can be rented monthly for \$250, and payment must be made on or before the 25th day of the previous month. (No refunds will be given for missed days).
- g. No more than two food trucks or trailers can occupy the lot daily.
- h. All food trucks or trailers must be moved daily or arrangements can be made to park overnight. All vendors leave parked vehicles at their own risk.
- i. All food vendors are responsible for appropriately packaging their products and protecting them from the elements.

- j. If produce is labeled “organic” or advertised as “organically grown”, then proper documentation from the State of Texas is required.
- k. Baked or canned products must be properly labeled with the common name of the product and contact information of the producer.
- l. Food vendors distributing food product samples at the market must use sanitary practices.
- m. All food trailers and trucks must be of acceptable condition to add to the market atmosphere. OMS management reserves the right to deny any admittance of food trailers or trucks based on that basis.

4. Vendor Check-In

- a. Vendors are asked to check in between 8:30 a.m. and 9:30 a.m.
- b. Space is available on a first come, first serve basis with the exception of the previously reserved spaces due to weekly or monthly payment.
- c. Immediately after unloading or loading, vehicles must be moved or parked on the far west end of the parking lot.
- d. Vendors under the canopies will be allowed to pull their trucks up to their rented canopy on the south side (railroad side). The canopies are located off the asphalt pavement to provide for ample parking and vehicle movement.
- e. Vendors must declare what they will be selling on the sign-in form at or before check in.
- f. The OMS management has the right to ask a vendor to remove from the market any inappropriate produce or any items of unacceptable quality; management may deny the sale of any item and deny the right of a vendor to sell due to non-compliance with policies and procedures but never in a discriminatory manner based on age, race, or gender.

Official Vendor Application

The Old Main Street Market
8:30 a.m. to 5:30 p.m.
Monday through Saturday

(Please PRINT neatly or TYPE)

Farm or Business Name: _____

Grower's or Seller's Name: _____

Mailing Address: _____

City, State, Zip: _____

Daytime Phone: _____ Alternate Phone: _____

E-mail: _____ Web site (if applicable): _____

TX Sales Tax # (if applicable): _____

REQUIRED: List items that you are displaying or selling at the Old Main Street Market in the space below and give an asking price range per item.

Item	Estimated asking price
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____

Have you been a vendor at the Old Main Street Market before?(Circle one)
Y N

Would you like to pre-pay weekly or monthly for a reserved space?
Y N

The Old Main Street Market will take place RAIN or SHINE. The Old Main Street Market will not assume responsibility for damage or theft of your property. Vendor is responsible for submitting all applicable taxes directly to

the proper agency. No generators will be allowed. All sale and display items must be contained within assigned area. The Old Main Street Market reserves the right to approve products.

Please use this area for comments or requests.

Vendor Checklist:

- _____ Hold Harmless and Indemnity agreement signed and notarized
- _____ Completed application (on file until October 20, 2012)

(For official use only)
Business: _____
Name: _____
Placement: _____
Address: _____
Phone: _____

I have read and understand the policies and procedures for the Old Main Street Market. I agree to follow all rules and regulations set forth by OMS staff and understand that failure to do so can result in removal without refund. I will have no dogs, cats, or pets of any kind, illegal substances, alcohol or weapons on my person or at my stall or canopy during the Old Main Street Market.

Signature

Date

Please deliver applications to Copeland's Chandler Drug or Mail applications to:

**Old Main Street Market
14225 Pine Brook Dr.
Tyler, Texas 75703**

Hold Harmless and Indemnity Agreement

Old Main Street Market
May 1st through November 1st 2014

I, _____, the Undersigned, binding my heirs, executors, administrators, estate and assigns, do hereby agree to completely and wholly release, indemnify and hold harmless the Old Main Street Station and Market its officers, agents, independent contractors, employees and SC & DB Properties LLC for any and all claims, damages, harm, personal injury, including death, property damage, lawsuits and judgments, including court costs, expenses and reasonable attorney's fees, and all other expenses resulting from the activities, programs, and events occurring on the above-stated date of the stated market in Chandler, Texas.

It is the understanding of all parties that this agreement shall apply whether or not the claims, damages, harm, personal injury, including deaths, property damage, lawsuits, judgments, court costs, attorney's fees or any other expense arise from the negligence of whatever nature, omissions, willful or intentional acts of the vendors or vendor's officers, agents, employees, independent contractors, other representatives, invites, licensees, or guests.

If this vendor is other than an individual, vendor certifies, warrants and represents that the individual whose signature appears below is duly authorized to execute this Agreement on behalf of the firm, corporation, partnership or other entity who is the vendor.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, in the year 20_____.

Vendor: _____

Signature: _____

Printed Name: _____

STATE OF _____ COUNTY OF _____

Before me _____ on this day personally appeared _____ known to me (or proved to me on the oath of _____) or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D. _____.

(Seal)

Notary Public In and For The State of _____

My Commission Expires _____.





Item 7. Consider and act on Resolution #R-040814B creating a Multiple Use Agreement between the City of Chandler and the Texas Department of Transportation concerning the River Park and Boating Facility along the Neches River.

RESOLUTION NO. R-040814B

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and the City of Chandler, Texas, hereinafter called the City of Chandler, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 8th day of April, 2014, the governing body for the City of Chandler, entered into Resolution/Ordinance No. R-040814B hereinafter identified by reference, authorizing the City's participation in this agreement with the State; and

WHEREAS, the City of Chandler has requested the State to permit the construction, maintenance and operation of a public River Park and Boating Facility along the Neches River on the highway right of way, (ROADWAY State Highway 31 CONTROL SECTION NO. 0164-03). (General description of area including either the control number or GPS coordinates.) The River Park and Boating facility will be located on the west side of the Neches River as shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City of Chandler will enter into agreements with the State for the purpose of determining the respective responsibilities of the City of Chandler and the State with reference thereto, and conditioned that such uses are, in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

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:

1. DESIGN AND CONSTRUCTION

The City of Chandler will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the City of Chandler shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City of Chandler and found not to comply with ADA or TAS shall be corrected at the entire expense of the City of Chandler.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1 $\frac{1}{2}$ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City of Chandler. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that the City of Chandler has failed to comply with these responsibilities, it will perform the necessary work and charge the City of Chandler for the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City of Chandler shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City of Chandler shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City of Chandler for the use of the facility under this agreement, the City of Chandler will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City of Chandler must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the City of Chandler 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and the City of Chandler shall be responsible for the facility's timely removal at no cost to the State. If the State determines that the City of Chandler has failed to timely remove the facility, it will perform the necessary work and charge the City of Chandler the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The City of Chandler shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City of Chandler shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

The City of Chandler AGREES TO HOLD AND SAVE THE STATE OF TEXAS FREE FROM DAMAGES THAT MAY RESULT FROM CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2014, THE City of Chandler (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City of Chandler. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City of Chandler shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City of Chandler, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. The City of Chandler shall include TxDOT as an additional insured by endorsement in the City's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City of Chandler's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City of Chandler shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City of Chandler, for itself, its personal representatives, successors and interests and

assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City of Chandler shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. 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 provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City of Chandler must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City of Chandler if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract 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.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	Mr. John Taylor
Maintenance Division	City of Chandler
125 East 11th Street	P.O. Box 425
Austin, Texas 78701-2483	Chandler, TX 75758

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

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

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

_____ on the _____ day of _____, 20____, and the
State on the _____ day of _____, 20_____.

STATE OF TEXAS

Executed and approved for the Texas
Transportation Commission for the purpose and
effect of activating and/or carrying out the orders,
and established policies or work programs
heretofore approved and authorized by the Texas
Transportation Commission.

(Name of other party)

By: _____
Signature

Printed Name

By: _____
Director, Maintenance Division

Title

F. Howard Holland, P.E.
Printed Name

Agency

Date

APPROVAL RECOMMENDED:

Contact Office and Telephone No.

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT E



Item 8. Consider and act on awarding River Park Improvement Bid.



Everett Griffith, Jr. & Associates Inc.
ENGINEERS • SURVEYORS

March 24, 2014

Mr. John Taylor, City Administrator
City of Chandler
P.O. Box 425
Chandler, Texas 75758-0425

RE: City of Chandler
River Park Improvements
Recommendation of Award

Dear John:

On Friday, March 14, 2014, bids were opened on the above-referenced project. One bid was received as detailed on the attached bid tabulation.

The Total Bids were as follows:

<u>Bidder</u>	<u>Total Bid</u>
1. Reynolds & Kay, Ltd	\$154,006.00

I recommend that the Contract be awarded to the apparent low bidder, Reynolds & Kay, Ltd. in the amount of \$154,006.00.

I have attached a copy of the Notice of Award for your signature. Should the Council decide to award as recommended, please sign and return to me for further processing.

If you have any questions, please let me know.

Sincerely,

Bob Staehs, P.E.
Project Manager

NOTICE OF AWARD

Dated March 24, 2014

TO: Reynolds & Kay, Ltd.

(BIDDER)

ADDRESS: 2700 S. Southwest Loop 323

Tyler, TX 75701

PROJECT City of Chandler

CONTRACT FOR River Park Improvements

You are notified that your Bid dated March 14, 2014 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for City of Chandler - River Park Improvements.

The Contract Price of your contract is One hundred fifty four thousand, six & no/100 Dollars (\$ 154,006.00).

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. 3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by April 8, 2014 .

1. You must deliver to the OWNER 3 fully executed counterparts of the Agreement including all the Contract Documents. This included triplicate sets of Drawings. Each of the Contract Documents must bear your signature on every page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the instructions to Bidders and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

ACCEPTANCE OF AWARD

City of Chandler

(OWNER)

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

(TITLE)

(TITLE)

(DATE)



Item 9. Consider and act on Ordinance #O-040814B authorizing the City Council to serve as the City's Board of Adjustment.

ORDINANCE NO. [O-040814B](#)

AN ORDINANCE OF THE CITY COUNCIL OF CHANDLER, TEXAS, AMENDING CHAPTER 14 “ZONING”, ARTICLE 21 OF THE ZONING ORDINANCE, “ADMINISTRATIVE AND ENFORCEMENT REGULATIONS” SECTION 21-4 “BOARD OF ADJUSTMENT” IN THE CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Local Government Code section 211.008 (g) provides for the governing body of a Type A general law municipality by ordinance to grant the members of the governing body the authority to act as a Board of Adjustment; and

WHEREAS, the City of Chandler is a Type A General Law city; and

WHEREAS, due to the infrequent need for the Board of Adjustment to be called upon, the City Council for the City of Chandler, Texas desires to serve as the Board of Adjustment.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Texas as follows:

Section 1. Chapter 14, Article 21, Section 21-4 Board of Adjustment 1. b. Membership is deleted and amended to read,

The Board shall consist of the sitting governing body, consisting of the mayor and city council. The mayor will act as the Chairperson and is not a voting member unless there is a tie.

Section 2. It is hereby declared to be the intention of the City of Chandler, Texas, that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any phrase, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by a valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance and the remainder of this Ordinance shall be enforced as written.

Section 3. All ordinances, or parts of ordinances, enforced when the provisions of this Ordinance become effective that are inconsistent, or in conflict with the terms and provisions contained in this Ordinance are hereby repealed to the extent of any such conflict.

Section 4. That this Ordinance shall take effect immediately from and after its passage and publication of the caption of said ordinance as the law in such case provides.

* * *

Duly PASSED and APPROVED by the City Council of the City of Chandler, Texas on this 8th day of April, 2014.

APPROVED BY:

Ann Hall, Mayor

ATTEST:

Shirley Parmer, City Secretary



Item 10. Consider and act on Ordinance #O-040814C altering the Prima Facie Speed Limits established for Vehicles under the Provisions of Article 6701D.

March 19, 2014

Control: 2840-02
Highway: FM 2010
City: Chandler
County: Henderson

The Honorable Ann Hall
Mayor, City of Chandler
P.O. Box 425
Chandler, Texas 75758

Subject: Speed Zone Review

Dear Mayor Hall:

Attached for your information and further handling is a computer printout of the speed zone study on FM 2010 in the City of Chandler. The proposed new speed limit will make the speed limit 50 mph from MP 2.503, said point being the Chandler city limit, south to MP 2.825 and 40 mph from MP 2.825 south to MP 3.268, said point being the intersection of FM 2010 with FM 315. We believe the recommended speeds will correspond closely to the speeds at which the normal and prudent driver will drive under the existing conditions.

Also attached for your information is a sample speed zone ordinance that might serve as a guide in the preparation of your speed zone ordinance. Please return a signed ordinance to the address shown above from the City of Chandler establishing the new speed zones limit. If we haven't heard from your office within 90 days concerning this speed zone study, we will assume concurrence and we will begin proceedings to have the zoning adopted by Commission Minute.

We appreciate the interest you have shown and the cooperation you have given. If we may be of further assistance, please feel free to contact Jeffrey Harmon, P.E. at the above address or by telephone at 903-509-9066.

Sincerely,



Randy C. Hopmann, P.E.
Tyler District Engineer

Attachments

cc: Jeffrey Harmon, P.E., Tyler Area Engineer, TxDot

ORDINANCE NO. O-040814C

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF ARTICLE 6701D, VERNON'S TEXAS CIVIL STATUTES, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER AS SET OUT IN THIS ORDINANCE; REPEALING ORDINANCES INCONSISTENT HEREWITH; CONTAINING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND THE EFFECTIVE DATE THEREOF.

WHEREAS, Article 6701D, Vernon's Texas Civil Statutes, provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice are erected at such intersection or other place or part of the street or highway, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHANDLER, TEXAS:

Section 1: Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Article 6701D, Vernon's Texas Civil Statutes, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

1. On FM 2010 from milepoint 2.503, said point being the city limit of Chandler, south to milepoint 2.825, the maximum rate of speed shall be 50 mph.
2. On FM 2010 from milepoint 2.825 to milepoint 3.268, said point being the intersection of FM 2010 with FM 315, the maximum rate of speed shall be 40 mph.

Section 2: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and, in all other respects, the subject matter covered by this ordinance.

Section 3: If any provision, exception, section, subsection, paragraph, sentence, clause or phrase of this ordinance of the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances and, to this end, all provisions of this ordinance are declared to be severable.

Section 4: Any person, firm or corporation violating any provisions of this ordinance or failing to observe any provisions hereof shall be deemed guilty of a misdemeanor and upon conviction shall be fined in any sum not exceeding _____.

Section 5: The great necessity having been found to exist, the rule requiring three readings is hereby suspended and this ordinance shall take effect from and after ten (10) days from its passage by the City Council. The City Clerk is hereby directed to give notice hereof by causing the caption of this ordinance to be published in the official newspaper of the City of Chandler at least twice within ten (10) days after the passage of this ordinance.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Chandler, Texas, this the 8th day of April, 2014.

Mayor, City of Chandler

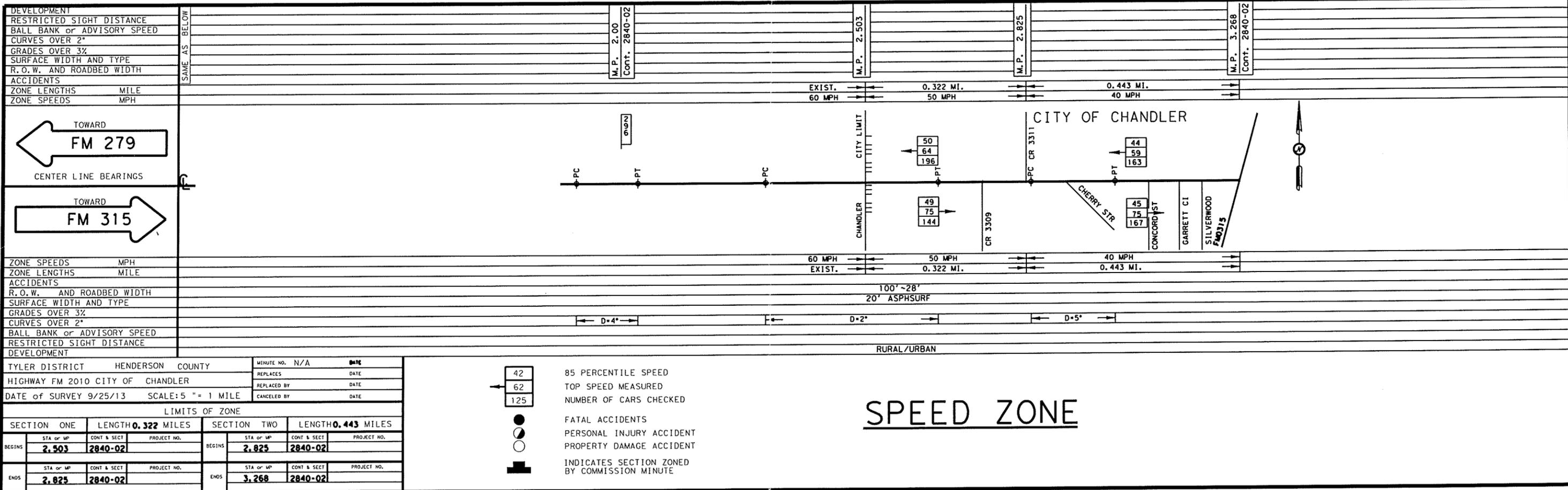
ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

FM 2010 CHANDLER



STRIPMAP NAME: I:\Transportation\Traffic\Engineering\Studies\Henderson\Speed Zones\FM 2010\FM 2010 SPEED ZONE STRIP MAP.DGN



Item 11. Consider and act on Henderson County 911 Budget.

HENDERSON COUNTY 9-1-1 COMMUNICATION DISTRICT

621 South Palestine Street
P.O. BOX 230
ATHENS, TX 75751-0230



DON HOUSTON, EXECUTIVE DIRECTOR
EMAIL: dhoustan@hctx911.org
PHONE 903.675.3911
FAX 903.677.3904

Dear Mayor,

March 12, 2014

Enclosed please find the Henderson County 9-1-1 Communication District's budget for the fiscal year 2014-2015. The Health and Safety Code 772.309 states the 9-1-1 District shall submit their annual budget to participating jurisdictions for your review and approval.

The Henderson County 9-1-1 system became operational March 13, 1991, serving the citizens throughout Henderson County. The District provides equipment to connect emergency calls from all points in the county to one of three Public Safety Answering Points (PSAP). Calls are automatically routed to the Athens Police Department PSAP, the Gun Barrel City Police Department PSAP or the Henderson County Sheriff's Office PSAP, depending upon the callers' physical location. The District also provides a secondary PSAP at the Athens Fire Department. The District continues to enhance and update our new state of the art mapping system.

The 2014-2015 budget appropriates funds to cover operational expenses along with allocating reserve funds for equipment replacement along with Next Generation 911. Emergency voice calls have been carried efficiently through the public switched telephone network for many years. A new IP based platform will not only have the capacity to carry voice emergency calls but also text messages, pictures, video or other digital files which will help emergency responders in their effort to provide aid. NG 911 will also enhance interoperability with multiple agencies.

If you have any questions after you have looked at this report, please call. I would appreciate your approval of this budget.

Thank you in advance for your attention to this matter.

Sincerely,

Don Houston

Don Houston
Executive Director

Approved _____
Printed name

Signature

City

Date

Please return this page in the stamped envelope provided.

BOARD OF MANAGERS

JOHN MCKAKIN
Chairman

MARK HANNAN
Vice Chairman

BELINDA BROWNLOW
Secretary

TOMMY SPEAKE

HUGH ARMSTRONG

TERESA ROWE

HENDERSON COUNTY 9-1-1 COMMUNICATION DISTRICT



Previous Capital Asset Expenditures

<u>Date</u>	<u>Check</u>	<u>Amount</u>	<u>Capital Asset Description</u>
3/25/2009	5499	\$3,145.45	Centurylink – replace SO 3 Monitors
3/31/2009	5506	\$18,929.06	Centurylink – replace GNBL PD & SO workstations
4/20/2009	5517	\$14,368.06	Centurylink – replace Athens PD & FD workstations
9/30/2009	5904	\$41,710.00	GeoComm GeoLynk GIS mapping software-installment 1
9/9/2009	5887	\$2,000.00	ESRI GIS annual user fee
1/20/2010	5975	\$41,710.00	GeoComm GeoLynk GIS mapping software-installment 2
2/15/2010	5987	\$26,135.15	Plant/CML 3 year maintenance contract (manufacturer support)
2/19/2010	5995	\$13,885.99	B5.0 software upgrade, replace Smart workstation & Training workstation
3/5/2010	6006	\$24,082.00	GeoComm GeoLynk GIS mapping software-installment 3
12/3/2010	6167	\$1,567.52	My IT – replace Pat's PC
1/18/2011	6208	\$7,841.00	UPS replacement GNBL PD & Hndr CO SO
1/18/2011	6191	\$2,985.48	Replaced Bussiness Office Stats Computer
2/17/2011	5215&17	\$1,735.00	Electrical Installation of PD & SO UPS units
1/26/2011	6215	\$24,515.70	VFD pager replacement
7/6/2011		\$4,000.00	UPS replacement Athens PD
7/7/2011	6307	\$800.00	Electrical Installation of PD UPS unit
7/8/2011	6309	\$60.00	Freight to drop ship PD UPS unit
8/2011	multiple	\$78,165.25	Land Purchase, survey, legal, etc.
7/1/2012	multiple	\$517,094.00	9-1-1 District Business Office – land & building
10/23/2012	6637/6828	\$136,272.00	Geo Comm - address point layer project
8/20/2013	6839	\$15,295.00	Athens PD PSAP Logger/Recorder
9/10/2013	6872	\$10,846.00	Henderson County SO PSAP Logger/Recorder
March 2014	NA	\$13,000.00	Gun Barrel City PD PSAP Logger/Recorder
		\$965,068.15	Sub Total

----- FIVE YEAR MASTER PLAN -----

Future Capital Asset Expenditures

2014	\$175,000	Centurylink - Upgrade existing 9-1-1 trunks & circuits w/ MPLS redundant facilities – one time plus monthly plus reoccurring duplication (existing CAMA & planned MPLS) for short time - then reoccurring MPLS only. <i>Plan w/ ESINet in mind. \$6,000 monthly reoccurring</i> in addl to existing 9-1-1/CAMA trunks of \$7,000	
2014	\$600,000	Cassidian Communications - Replace legacy 9-1-1 equipment with IP based Cassidian 4.X platform.	
2014	\$30,000	Upgrade workstations and monitors at all PSAPs	
2014/2015	\$50,000	Provide Text to 911 capable technology to PSAPs	
2017	\$25,000	Upgrade UPS equipment at all PSAPs	
		\$880,000	Sub Total

Henderson County 9-1-1 Communication District
Available Funds and Budget Summary
 Fiscal Year May 1, 2013 thru April 30, 2014

AVAILABLE FUNDS (all projected)		
Beginning Total Cash Assets - May 1, 2014		\$2,628,647
Receipts::		
Service Fees:		
VOIP		34,000
Wireless		391,000
Wireline		342,000
Total Service Fees		\$767,000
Interest Income		\$8,000
Total Receipts FY 2013-2014		\$775,000
OPERATIONAL EXPENSE BUDGET		
Operations Expense Budget		\$1,285,100
Capital Expense Budget		\$0
Total Operations & Capital Expense Budget		\$1,285,100
Ending Total Cash Assets - April 30, 2015		\$2,118,647

Henderson County 9-1-1 Communications District
Operational Budget - Income and Expenses
 Fiscal Year May 1, 2013 thru April 30, 2014

INCOME		
User Fees:		
VOIP		34,000
Wireless		391,000
Wireline		342,000
Interest		8,000
TOTAL INCOME		\$775,000
EXPENSES		
Operations & Capital Expenses:		
Business Office -Communications		7,000
Business Office-Janitor/Grounds		5,500
Business Office - Maintenance		2,000
Conferences & Meetings		6,500
Dues, Subscriptions & Fees		2,000
Education & Training – Dispatch		4,000
Education & Training - VFD		4,000
Equipment Maintenance - Buss Ofc		3,000
Equipment Maintenance - PSAP		40,000
Equipment Upgrade – Buss Ofc		7,000
Equipment Upgrade–PSAP Current		750,000
Equipment Upgrade–PSAP Future		0
First Call		11,000
Insurance – Commercial + D&O		14,000
Mapping Hardware/Software		28,000
911 Network & Database		175,000
Payroll & Benefits		156,000
Phase I & II		10,000
Postage & Delivery		1,500
Professional Fees – Auditor & Consultant		8,000
Public Education		5,000
Public Notice		300
PR / Recognition / Events		5,000
Road Signs		300
Supplies – Buss Ofc & PSAPs		5,000
TCDRS - District Contribution		15,000
Texas 911 Alliance		6,000
Travel		2,000
Utilities		5,000
Validation Data Base/Emer Routing DB		7,000
TOTAL EXPENSES		\$1,285,100