

**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
July 23, 2013, 6:00 P.M.  
Council Chambers, City Hall  
205 S. Main Street**

**I. PRELIMINARY MATTERS**

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Welcome guests and visitors: Anyone wanting to speak on any items that are not the subject of a Public Hearing on this agenda is asked to speak at this time, with an individual time limit of 3 minutes. This forum is limited to a total of 30 minutes. Please note that the City Council cannot comment or take any action on this item.
- Announcements relating to items of public interest: Announcements regarding local or regional civic and charitable events, staff recognition, commendation of citizens, traffic issues, upcoming meetings, awards, acknowledgement of meeting attendees, birthdays, and condolences.
  - A ceremony will be held on August 3<sup>rd</sup> at 9:30am to dedicate the Charles R. Curington Public Safety Building

**II. PUBLIC HEARINGS**

- A. Public Hearing to amend Chapter 77, "Zoning," of the Code of Ordinances of the City of Farmersville, Texas, as heretofore amended, through the amendment of Article III "New Types of Land Use; Districts," by deleting existing Section 77-138, "Specific Use Permits," in its entirety and replacing said section with a new Section 77-138 that is also entitled "Specific Use Permits"; providing a penalty; providing for severability; providing a repealer clause; providing for publication; providing engrossment and enrollment; providing a savings clause; and providing an effective date

**III. READING OF ORDINANCES**

- A. Second Reading – Consider, discuss and act upon an ordinance amending the Master Fee Schedule allowing for a \$1,000 retainer fee to be charged for plats
- B. Second Reading – Consider, discuss and act upon an ordinance to amend the Robbin Lamkin Memorial Splash Pad time of operation
- C. Second Reading – Consider, discuss and act upon an ordinance to renew the Juvenile Curfew
- D. First Reading – Consider, discuss and act upon an ordinance amending Chapter 77, "Zoning," of the Code of Ordinances of the City of Farmersville, Article III "New Types of Land Use; Districts", Section 77-138, "Specific Use Permits"

**IV. REGULAR AGENDA**

- A. Consider, discuss and act upon the City Financial Reports

- B. Consider, discuss and act upon recommendation of the construction bid for the Safe Routes to School Project
- C. Consider, discuss and act upon an agreement with Collin County for the provision of firefighting and fire protection services
- D. Consider, discuss and act upon a purchase/lease/rent agreement for wastewater flow meters and allowing the City Manager negotiating and signing rights to fund the project
- E. Consider, discuss and act upon an agreement between Schneider Engineering and the City of Farmersville to act as a consultant to negotiate electric power contracts
- F. Consider, discuss and act upon calling a public hearing on August 27, 2013 to consider amending the City's Land Use Assumptions, Capital Improvement Plan, and Impact Fees
- G. Consider, discuss and act upon an agreement with Collin County for Jail Services
- H. Consider, discuss and act upon health insurance agreements with TML Intergovernmental Employee Benefits Pool

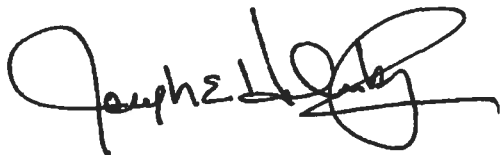
**V. BUDGET WORKSHOP**

- A. Discuss Proposed Fiscal Year Budget 2013 – 2014

**VI. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS**

**VII. ADJOURNMENT**

**Dated this the 19<sup>th</sup> day of July, 2013.**

A handwritten signature in black ink, appearing to read "Joseph E. Helmberger", with a stylized flourish at the end.

Joseph E. Helmberger, P.E., Mayor

*The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information).*

*Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 972-782-6151 or Fax 972-782-6604 at least two (2) working days prior to the meeting so that appropriate arrangements can be made. Handicap Parking is available in the front and rear parking lot of the building.*

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner

convenient and readily accessible to the general public at all times, and said Notice was posted July 19, 2013 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

A handwritten signature in blue ink, appearing to read "Edie Sims".

Edie Sims, City Secretary





Farmersville

**You are invited  
to the dedication of the  
Charles R. Curington  
Public Safety Building  
134 N. Washington Street**

**Saturday, August 3, 2013  
9:30 AM**



**Please join us for a presentation  
Followed by refreshments**



**1970-1983  
ELEVENTH FIRE CHIEF**



**1989-1991  
FOURTEENTH FIRE CHIEF**

**Information: City Hall 972-782-6151  
Fire Station 972-782-6093**



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 23, 2013

SUBJECT: Public Hearing to amend Chapter 77, "Zoning," of the Code of Ordinances of the City of Farmersville, Texas, as heretofore amended, through the amendment of Article III "New Types of Land Use; Districts," by deleting existing Section 77-138, "Specific Use Permits," in its entirety and replacing said section with a new Section 77-138 that is also entitled "Specific Use Permits"; providing a penalty; providing for severability; providing a repealer clause; providing for publication; providing engrossment and enrollment; providing a savings clause; and providing an effective date

- The Planning & Zoning Commission held the first public hearing on July 15<sup>th</sup>.

**ACTION:**

- a) Open the Public Hearing and call the time.
- b) Ask for anyone to come forward and speak who is FOR amending the Specific Use Permits
- c) Ask for anyone to come forward and speak who OPPOSE amending the Specific Use Permits
- d) Close the Public Hearing and call the time.



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** July 23, 2013

**SUBJECT:** Second Reading – Consider, discuss and act upon an ordinance amending the Master Fee Schedule allowing for a \$1,000 retainer fee to be charged for plats

- Ordinance is attached for review
- The Council approved the first reading of the ordinance presented on July 9<sup>th</sup>.

**ACTION:** Approve or disapprove the ordinance as presented.

**CITY OF FARMERSVILLE  
ORDINANCE # O-2013-0723-002**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING FARMERSVILLE CODE OF ORDINANCES AMENDING APPENDIX A, "MASTER FEE SCHEDULE," ARTICLE III, SECTION 3-6 "SUBDIVISION APPLICATION" TO INCLUDE A RETAINER FEE; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1:** That Appendix A, Article III, Master Fee Schedule – Subdivision Application of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended to read as follows:

**SECTION 2:**

<b>APPLICATION</b>	<b>FEE</b>
Retainer Fee	All plats will require the applicant to pay a \$1,000 Retainer Fee to pay for engineering, attorney fees and other subcontracted costs, if necessary, as pass through fees. In the event costs exceed the initial \$1,000 Retainer Fee, the applicant will be required to pay another \$1,000 Retainer Fee until all costs have been paid. Any fees remaining from the Retainer Fee will be refunded to the applicant after completion of the Building Permit process.
Preliminary Plat Application	\$400 plus \$2 per lot in subdivision
Final Plat Applications	\$400 plus \$3 per lot in the subdivision or \$7 per acre, whichever is greater
Review of Plat Applications following initial application	\$200
Simple Subdivision	\$250 plus \$5 per lot

**SECTION 3. SEVERABILITY CLAUSE**

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

**SECTION 4. REPEALER CLAUSE**

That all ordinances of the City of Farmersville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed.

**SECTION 5:** This Ordinance shall take effect after approval and adoption by City Council and with publication of the caption, as the law in such cases provides.

**PASSED** on first reading on the 9<sup>th</sup> day of July, 2013, and second reading on the 23<sup>rd</sup> day of July, 2013 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 23<sup>rd</sup> DAY OF JULY, 2013.**

**APPROVED:**

BY: \_\_\_\_\_  
Joseph E. Helmberger, P.E., Mayor

**ATTEST:**

\_\_\_\_\_  
Edie Sims, City Secretary





**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** July 23, 2013

**SUBJECT:** Second Reading – Consider, discuss and act upon an ordinance to amend the Robbin Lamkin Memorial Splash Pad time of operation

- Ordinance is attached for review
- The Council approved the first reading of the ordinance presented on July 9<sup>th</sup>.

**ACTION:** Approve or disapprove the ordinance as presented.

**CITY OF FARMERSVILLE  
ORDINANCE # O-2013-0723-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING FARMERSVILLE CODE OF ORDINANCES AMENDING CHAPTER 50, PARKS AND RECREATION, ARTICLE II. – PARK REGULATIONS, DIVISION 4. “ROBBIN LAMKIN MEMORIAL PLAYGROUND AND SPLASH PAD”; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION I:** That Chapter 50, Parks and Recreation, Article II. – Park Regulations, Division 4. “Robbin Lamkin Memorial Playground and Splash Pad” of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended to read as follows:

**“Section 50-135 Regulations and restrictions – Water splash pad.**

.....

**AMENDMENT OF ARTICLE II “PARK REGULATIONS, DIVISION 4. ‘ROBBIN LAMKIN MEMORIAL PLAYGROUND AND SPLASH PAD,’ BY DELETING EXISTING SECTION 50-135, ENTITLED “REGULATIONS AND RESTRICTIONS – WATER SPLASH PAD,” AND REPLACING SAID SECTION WITH A NEW SECTION 50-135 ALSO ENTITLED “REGULATIONS AND RESTRICTIONS – WATER SPLASH PAD.”**

- (1) Open Sunday through Saturday from 10:00 a.m. until 9:00 p.m.
- (2) Use of drugs, alcoholic beverages, tobacco products (smoking or smokeless) is prohibited
- (3) No glass containers
- (4) No abusive or inappropriate language is allowed
- (5) No pets except working animals are allowed
- (6) No food or drink is permitted on the splash pad area
- (7) No skateboards, roller blades, or bicycles are permitted on the splash pad area
- (8) No running or rough play on the splash pad area
- (9) Infants must wear swim diapers
- (10) Water shoes or nonslip shoes are recommended
- (11) Children under the age of 12 years of age shall always be accompanied and supervised by an adult

**SECTION 2. SEVERABILITY CLAUSE**

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

**SECTION 3. REPEALER CLAUSE**

That all ordinances of the City of Farmersville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed.

**SECTION 4:** This Ordinance shall take effect after approval and adoption by City Council and with publication of the caption, as the law in such cases provides.

**PASSED** on first reading on the 9<sup>th</sup> day of July, 2013, and second reading on the 23<sup>rd</sup> day of July, 2013 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 23<sup>rd</sup> DAY OF JULY, 2013.**

**APPROVED:**

BY: \_\_\_\_\_  
Joseph E. Helmberger, P.E., Mayor

**ATTEST:**

\_\_\_\_\_  
Edie Sims, City Secretary



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** July 23, 2013

**SUBJECT:** Second Reading – Consider, discuss and act upon an ordinance to renew the Juvenile Curfew

- Ordinance is attached for review
- The Council approved the first reading of the ordinance presented on July 9<sup>th</sup>.

**ACTION:** Approve or disapprove the ordinance as presented.

**CITY OF FARMERSVILLE  
ORDINANCE NO. O-2013-0723-003**

**AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING SECTION 7.108 "JUVENILE CURFEW" OF THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, BY REPEALING SAID SECTION IN ITS ENTIRETY AND ADOPTING A NEW SECTION 7.108 ENTITLED "CURFEW HOURS FOR MINORS," TO PROHIBIT MINORS UNDER SEVENTEEN (17) YEARS OF AGE FROM BEING IN A PUBLIC PLACE BETWEEN THE HOURS OF 12:00 A.M. AND 6:00 A.M.; PROVIDING AFFIRMATIVE DEFENSES; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING A REPEALING CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 370.002 of the Texas Local Government Code requires the review of a juvenile curfew ordinance every three years or the ordinance expires; and

**WHEREAS**, the former curfew ordinance contained in Section 7.108 of the City Code has expired; and

**WHEREAS**, the City Council of the City of Farmersville has deliberated the issues regarding the activity and safety of minors under the age of seventeen in the City of Farmersville between the hours of 12:00 A.M. and 6:00 A.M.; and

**WHEREAS**, the Chief of Police has briefed the City Council regarding the effect a curfew might have on the community and on problems this Ordinance is intended to remedy; and

**WHEREAS**, persons under the age of seventeen (17) years are particularly susceptible by their lack of maturity and experience to participate in unlawful and gang-related activities and to be victims of older perpetrators of crime; and

**WHEREAS**, the City of Farmersville has an obligation to provide for the protection of minors from each other and from other persons, for the enforcement of parental control over and responsibility for children, for the protection of the general public and for the reduction of the incidence of juvenile criminal activities; and

**WHEREAS**, the City Council believes it will provide for the public safety for the City of Farmersville, its citizens and minors under the age of seventeen (17) to provide for a daily curfew for minors between the hours of 12:00 A.M. and 6:00 A.M.; and

**WHEREAS**, the City Council finds that is in the best interest of the public health, safety and general welfare of the City to enact the Juvenile Curfew Ordinance, and that adopting such a curfew will help to attain the foregoing objectives and to diminish the undesirable impact of such conduct on the citizens of the City of Farmersville;

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

## **SECTION 1. FINDINGS INCORPORATED**

All of the above premises are hereby found to be true and correct and are approved and incorporated into the body of this Ordinance as if copied in their entirety.

## **SECTION 2. REPEAL AND REPLACEMENT OF SECTION 7.108**

Section 7.108 "Juvenile Curfew," including Subsections 7.108.1 through 7.108.6 inclusive, of the Code of Ordinances, City of Farmersville, Texas is hereby repealed in its entirety and a new Section 7.108 entitled "Curfew Hours for Minors" is hereby adopted to hereinafter read as follows:

### **"Sec. 7.108 CURFEW HOURS FOR MINORS**

#### **Sec. 7.108.1. Definitions**

All definitions contained within this Section 7.108 are for the purpose of this section only and shall have no impact on any other rule, law or ordinance unless referenced directly within said rule, law or ordinance. In this section:

- a) "ADULT" shall mean any person seventeen years of age or older, or who is not defined in "JUVENILE" in this Ordinance.
- b) "BUSINESS OPERATOR" shall mean any employee, individual, firm, associate, partnership or corporation engaged in or responsible for operating, conducting business or managing any business or establishment.
- c) "CURFEW" or "CURFEW HOURS" shall mean those hours between 12:00 A.M. and 6:00 A.M. inclusive, every day of the week.
- d) "EMERGENCY" means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- e) "ESTABLISHMENT" shall mean any privately owned place of business operated for profit to which the public is invited, including, but not limited to any place of amusement or entertainment.
- f) "GUARDIAN" shall mean:
  - 1) a person who, under court order, is the guardian of a minor; or
  - 2) a public or private agency with whom a minor has been placed by a court.

- g) "MINOR" shall mean any person under seventeen (17) years of age.
- h) "PARENT" shall mean a person who is:
  - 1) a natural parent, adoptive parent, or step-parent of another person; or
  - 2) at least eighteen (18) years of age and authorized by a parent or guardian to have the care and custody of a minor.
- i) "PUBLIC PLACE" shall mean any place to which the public or a substantial group of the public has access and includes, but is not limited to, parks, alleys, streets, roads, highways, lakes and the common areas of schools, hospitals, apartment houses or complexes, office buildings, transport facilities, restaurants, theaters, game rooms, stores, businesses, shops, shopping centers or any other place that offers for sale services or merchandise.
- j) "REMAIN" means to:
  - 1) Linger or stay; or
  - 2) Fail to leave premises when requested to do so by a police officer or the owner, operator or other person in control of the premises.

#### Sec. 7.108.2. Offenses

- a) Violation by Minor. It shall be unlawful for any minor to knowingly remain, walk, run, stand, drive or ride in or about any public place or establishment within the City of Farmersville during curfew hours.
- b) Violation by Parent or Guardian. It shall be unlawful for any parent or guardian to knowingly permit, or by insufficient control allow, a minor to remain, walk, run, stand, drive or ride in or about any public place or establishment within the City of Farmersville during curfew hours.
- c) Violation by Business Operator of Establishment. It shall be unlawful for any business operator of an establishment to knowingly allow any minor to remain upon the premises of the establishment during curfew hours.

### Sec. 7.108.3. Affirmative Defenses

- a) It is an affirmative defense to prosecution under Section 7.108.2 of this Ordinance that the minor was:
  - 1) accompanied by his/her parent or legal guardian.
  - 2) accompanied by an adult approved by the minor's parent or legal guardian.
  - 3) attending or going to or returning home from, without any stop or detour and using the most direct route, any official school, religious or other activity supervised by adults and sanctioned by a governmental entity, civic organization or church entity that takes responsibility for the minor.
  - 4) out as a result of an emergency.
  - 5) engaged in lawful employment activity or going to or returning home from such employment activity, without stop or detour and using the most direct route.
  - 6) married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.
  - 7) in a motor vehicle involved in intrastate or interstate travel or transportation through which passage through the curfew area is the most direct route.
- b) It is an affirmative defense to prosecution under Section 7.108.2 of this Ordinance that:
  - 1) The business operator notified the police department that the minor was present during curfew hours and refused to leave.
  - 2) The business operator was unaware of the presence of the minor and assisted the police in identifying the minor.
  - 3) The minor is an employee of the establishment, is actually engaged in duties related to that employment and is receiving payment for the activity.

### Sec. 7.108.4. Enforcement

Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred



and that, based on any response and other circumstances, no defense in Section 7.108.3 is present.

**Sec. 7.108.5. Penalties; Custody; Jurisdiction**

- a) Any person, firm or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court of the City of Farmersville, Texas, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense and each and every day said violation is continued shall constitute a separate offense.
- b) Each minor upon the premises of any establishment constitutes a separate violation under Section 7.108.2(c) of this Ordinance and shall result in a separate fine.
- c) Any child taken into custody for a violation of this Ordinance shall be held in accordance with Article 45.059, Texas Code of Criminal Procedure.
- d) When required by Section 51.08 of the Texas Family Code, as amended, the Municipal Court shall waive original jurisdiction over a minor who violates Section 7.108.2(a) of this Ordinance and shall refer the minor to juvenile court."

**SECTION 3. REPEALER**

All provisions of the Code of Ordinances, City of Farmersville, Texas in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances, City of Farmersville, Texas not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 4. SEVERABILITY**

It is hereby declared by the City Council of the City of Farmersville that if any of the sections, paragraphs, sentences, clauses or phrases of this Ordinance shall be declared unconstitutional or otherwise illegal by the valid judgment or decree of any court of competent jurisdiction, such event shall not affect any remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

**SECTION 5. EFFECTIVE DATE**

This Ordinance shall be in full force and effect from and after its passage and publication as required by Texas law, and it is so ordained.

**PASSED** on first reading on the 9<sup>th</sup> day of July, 2013, and second reading on the 23<sup>rd</sup> day of July, 2013 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED:**

\_\_\_\_\_  
Joseph E. Helmberger, P.E., Mayor

**ATTEST:**

\_\_\_\_\_  
Edie Sims, City Secretary



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** July 23, 2013

**SUBJECT:** First Reading – Consider, discuss and act upon an ordinance amending Chapter 77, "Zoning," of the Code of Ordinances of the City of Farmersville, Article III "New Types of Land Use; Districts", Section 77-138, "Specific Use Permits"

- Ordinance is attached for review
- The Planning & Zoning Commission recommends approval of the ordinance as attached

**ACTION:** Approve or disapprove the ordinance as presented.

**CITY OF FARMERSVILLE  
ORDINANCE # O-2013-0813-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF CHAPTER 77, "ZONING," THROUGH THE AMENDMENT OF ARTICLE III "NEW TYPES OF LAND USE; DISTRICTS," BY DELETING EXISTING SECTION 77-138, "SPECIFIC USE PERMITS," IN ITS ENTIRETY AND REPLACING SECTION 77-138 WITH A NEW SECTION 77-138 THAT IS ALSO ENTITLED "SPECIFIC USE PERMITS"; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Farmersville adopted Ordinance No. 2004-01 establishing a Comprehensive Zoning Ordinance ("Zoning Ordinance") on February 10, 2004, in accordance with the requirements of the Texas Zoning Enabling Act, Texas Local Government Code Chapter 211; and

**WHEREAS**, the City desires to amend the provision regarding the consideration and granting of Specific Use Permits for certain uses identified in the Use Charts to the Zoning Ordinance as being permitted within a particular zoning classification upon the approval of a Specific Use Permit by the City Council of the City of Farmersville, Texas; and

**WHEREAS**, after notice and public hearing the Planning and Zoning Commission has recommended approval of the text amendment regarding Specific Use Permits to the City Council; and,

**WHEREAS**, all legal requirements, conditions, and prerequisites have been complied with prior to this recommended text amendment coming before the City Council of the City of Farmersville; and

**WHEREAS**, the City Council of the City of Farmersville, after notice and public hearing as required by law and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the City of Farmersville and of all testimony and information submitted during said public hearings, has determined that, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City, the text amendment to the Zoning Ordinance regarding Specific Use Permits described herein is hereby adopted and the Zoning Ordinance is hereby amended to reflect the adoption of such changes in all things; **NOW, THEREFORE**,

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

**SECTION 1. INCORPORATION OF FINDINGS**

All of the above premises are hereby found to be true and correct legislative and factual determinations of the City of Farmersville and are hereby approved and incorporated

into the body of this Ordinance and made a part hereof for all purposes allowed by law as if fully set forth herein.

**SECTION 2. AMENDMENT OF CHAPTER 77, "ZONING," THROUGH THE AMENDMENT OF ARTICLE III "NEW TYPES OF LAND USE; DISTRICTS," BY DELETING EXISTING SECTION 77-138, "SPECIFIC USE PERMITS," IN ITS ENTIRETY AND REPLACING SECTION 77-138 WITH A NEW SECTION 77-138 THAT IS ALSO ENTITLED "SPECIFIC USE PERMITS."**

From and after the effective date of this Ordinance, Chapter 77, "Zoning," is amended through the amendment of Article III "New Types of Land Use; Districts," by deleting existing Section 77-138, "Specific Use Permits," in its entirety and replacing Section 77-138 with a new Section 77-138 that is also entitled "Specific Use Permits" to read as follows:

**"Sec. 77-138. Specific Use Permits.**

The City Council by an affirmative vote may, after public hearing and proper notice to all parties affected, and after recommendations from the Planning and Zoning Commission that the use is in general conformance with the Master Plan of the City and containing such requirements and safeguards as are necessary to protect adjoining property, authorize the granting of a Specific Use Permit for those uses indicated by "S" in the schedule of uses to this Zoning Ordinance, according to the following criteria:

- (1) An application for a Specific Use Permit shall be accompanied by a site plan drawn to scale and showing the general arrangement of the project, together with essential requirements such as off-street parking facilities; size, height, construction materials, and locations of buildings; the uses to be permitted; location and construction of signs; means of ingress and egress to public streets; the type of visual screening such as walls, plantings, and fences; and the relationship of the intended use to all existing properties and land uses in all directions. A Specific Use Permit that will require the construction of a new structure shall be accompanied by said site plan. A site plan may not be required if a Specific Use Permit is applied for that will locate in an existing structure, if the City Manager or his designee determines that the existing site adequately addresses the above elements and a site plan is not necessary to evaluate the Specific Use Permit.
- (2) In recommending that a Specific Use Permit for the premises under consideration be granted, the Planning and Zoning Commission shall determine that such uses are harmonious with and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys and sidewalks, means of ingress and egress to public streets,

provisions for drainage, adequate off-street parking, protective screening and open space, heights of structures, and whether the building is compatible for the use under consideration.

- (3) Every Specific Use Permit granted under these provisions shall be considered as an amendment to the Zoning Ordinance and shall remain applicable to the property so long as all conditions imposed at the time of granting said permit continue to be met and no substantive change in the use of the property occurs. In the event the building, premises, or land use under the Specific Use Permit is voluntarily vacated for a period in excess of 180 days, the use of the same shall thereafter conform to the regulations of the original zoning district of such property unless a new and separate Specific Use Permit is granted for continuation of the same.
- (4) In granting a Specific Use Permit, the City Council may impose conditions that shall be complied with by the owner or grantee before a certificate of occupancy may be issued by the City for use of the building on such property pursuant to such Specific Use Permit. Such conditions are not precedent to the granting of a Specific Use Permit, but shall be construed as conditions precedent to the granting of the certificate of occupancy.
- (5) No Specific Use Permit shall be granted unless the applicant, owner, and grantee of the Specific Use Permit shall be willing to accept and agree to be bound by and comply with the written requirements of the Specific Use Permit, as attached to the site plan drawings and approved by the City Council.
- (6) A building permit shall be applied for and secured within six months from the time of granting the Specific Use Permit; provided, however, that the City Council may authorize an extension of this time upon recommendation by the Planning and Zoning Commission, except in the case of a private street development, which shall have no limit regarding the application and securing of a building permit. If a building permit has not been secured within six months from the time of granting the Specific Use Permit, or if a building permit has been issued but subsequently allowed to lapse, a City-initiated zoning change will be placed on the agenda of the Planning and Zoning Commission and City Council to consider the revocation of the Specific Use Permit.
- (7) No building, premises, or land used under a Specific Use Permit may be enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alterations, or change.
- (8) The board of adjustment shall not have jurisdiction to hear, review, reverse, or modify any decision, determination, or ruling with respect

to the granting, extension, revocation, modification or any other action taken relating to such Specific Use Permit.

- (9) When the City Council authorizes granting of a Specific Use Permit, the official zoning district map shall be amended according to its legend to indicate that the affected area has conditions and limited uses, said amendment to indicate the appropriate zoning district for the approved use and suffixed by an "S" designation.
- (10) A Specific Use Permit issued by the City shall be transferable from one owner or owners of the subject property to a new owner or occupant of the subject property, and Subsection (5) of this Section shall be applicable to the new owner or occupant of the property. However, a Specific Use Permit issued for a private club shall not be considered a property right but a personal privilege of the permit holder in accordance with the Texas Alcoholic Beverage Code, and thus shall not be transferable or assignable from one owner or owners of the permitted property to a new owner or occupant of the permitted property."

### **SECTION 3. PENALTY**

Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Farmersville, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

### **SECTION 4. SEVERABILITY**

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

### **SECTION 5. REPEALER**

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Any and all ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

### **SECTION 6. PUBLICATION**

The City Secretary of the City of Farmersville is hereby directed to publish in the Official Newspaper of the City of Farmersville the Caption, Penalty and Effective Date Clause of this Ordinance as required by Section 52.011 of the Texas Local Government Code.

**SECTION 7. ENGROSSMENT AND ENROLLMENT**

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date clause in the minutes of the City Council of the City of Farmersville and by filing this Ordinance in the Ordinance records of the City.

**SECTION 8. SAVINGS**

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 9. EFFECTIVE DATE**

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

**PASSED** on first reading on the 23<sup>rd</sup> day of July, 2013, and second reading on the 13<sup>th</sup> day of August, 2013, at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 13<sup>th</sup> day of August, 2013.**

**APPROVED:**

BY: \_\_\_\_\_  
Joseph E. Helmberger, P.E., Mayor

**ATTEST:**

\_\_\_\_\_  
Edie Sims, City Secretary





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 23, 2013

SUBJECT: Consider, discuss and act upon the City Financial Reports

- Financials are attached for review

**ACTION: Council to make action as deemed necessary.**

**City of Farmersville  
Investment and Budget Report**

**June 2013**

**Prepared by: Daphne Hamlin**

# SUMMARY OF CASH BALANCES JUNE 2013

ACCOUNT: FNB (0815)

	Restricted	Assigned	Account Balance
<b>Clearing Accounts</b>			
General Fund	\$	204,875.84	
Refuse Fund	\$	50,721.27	
Water/Wastewater Fund	\$	(75,268.21)	
Electric Fund	\$	(31,899.84)	
SRO Support ISD	\$ 14,719.05		
CC Child Safety	\$ 11,873.12		
Law Enf. Training	\$ 343.61		
Debt Service Revenue Payment(66.67%, \$228K)	\$ 138,330.37		
2012 Bond	\$ (604.11)		
Disbursement Fund	\$ (91,760.13)		
Library Donation Fund	\$ 1,364.36		
Court Tech/Sec	\$ 18,205.53		
Grants	\$ (324,913.77)		
2006 C/O	\$ (361.70)		
CC Bond Farmersville Parkway	\$ 181,110.86		
CC Bond Floyd	\$ (49,667.75)		
Equipment Replacement	\$ 41,049.52		
<b>TOTAL:</b>	<b>\$ (60,311.04)</b>	<b>\$ 148,429.06</b>	<b>\$ 88,118.02</b>
<b>Debt Service Accounts</b>			
County Tax Deposit (FNB 0807)(Debt Service)	\$ 191,651.38		
Debt Service Reserve (Texpool 0014 ) (2 months rsv )	\$ 107,689.23		
<b>TOTAL:</b>	<b>\$ 299,340.61</b>		<b>\$ 299,340.61</b>

<b>Appropriated Surplus Investment Accounts</b>			
Customer meter deposits (Texpool 0008)	\$ 107,480.99		
2005 C/O (Texstar X750)	\$ 4,119.25		
2012 G/O Bond Fire Truck (Texstar X110)	\$ 4,334.07		
2012 G/O Bond, streets, water, wastewater (Texstar 0120 )	\$ 1,326,822.31	-	
<b>TOTAL:</b>	<b>\$ 1,442,756.62</b>	<b>\$ -</b>	<b>\$ 1,442,756.62</b>

<b>Unassigned Surplus Investment Accounts</b>			
Gen Fund Acct. (Texpool 0004)( Reso. 90 Day)	\$ 666,085.00	\$ 101,824.88	
Refuse Fund Acct. (Texpool 0009)	\$ 75,246.84		
Park Improvement (Texpool 0002)	\$ 1,750.24		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 422,959.09		
Water/WW Fund (Texpool 00017)(Capital)	\$ 390,607.35		
Elec. Fund (Texpool 0005) (Operating)	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 129,520.56		
Elec. Surcharge (Texpool 0015)	\$ 34,077.33		
Money Market Acct. (FNB 092)		\$ 172,608.16	
<b>TOTAL:</b>	<b>\$ 1,770,246.41</b>	<b>\$ 274,433.04</b>	<b>\$ 2,044,679.45</b>

<b>Contractor Managed Accounts Nonspendable</b>			
NTMWD Sewer Plant Maint. Fund	\$ 13,844.00		
Sharyland PCRF Fund	\$ 305,522.00		
<b>TOTAL APPROPRIATED SURPLUS</b>	<b>\$ 319,366.00</b>	<b>\$ -</b>	<b>\$ 319,366.00</b>
<b>TOTAL CASH &amp; INVESTMENT ACCOUNTS</b>	<b>\$ 3,771,398.60</b>	<b>\$ 422,862.10</b>	<b>\$ 4,194,260.70</b>

## SUMMARY OF CASH BALANCES JUNE 2013

FEDC 4A Board Investment & Checking Account				
FEDC 4A Checking Account(Independent Bank 3124)	\$	154,342.92		
FEDC 4A Investment Account (Texpool 0001)	\$	366,460.10		
FEDC 4A Certificate of Deposit (Independent Bank)	\$	250,000.00		
TOTAL:	\$	770,803.02	\$	- \$ 770,803.02

FCDC 4B Board Investment & Checking Account				
FCDC 4B Checking Account (Independent Bank 3035)	\$	93,292.19		
FCDC 4B Investment Account (Texpool 0001)	\$	84,798.97		
TOTAL:	\$	178,091.16	\$	- \$ 178,091.16

TIRZ Account				
County Tax Deposits (FNB 0815)				
TOTAL:	\$	-	\$	- \$ -

Note: Salmon color used to indicate an item dedicated to a specific project or need

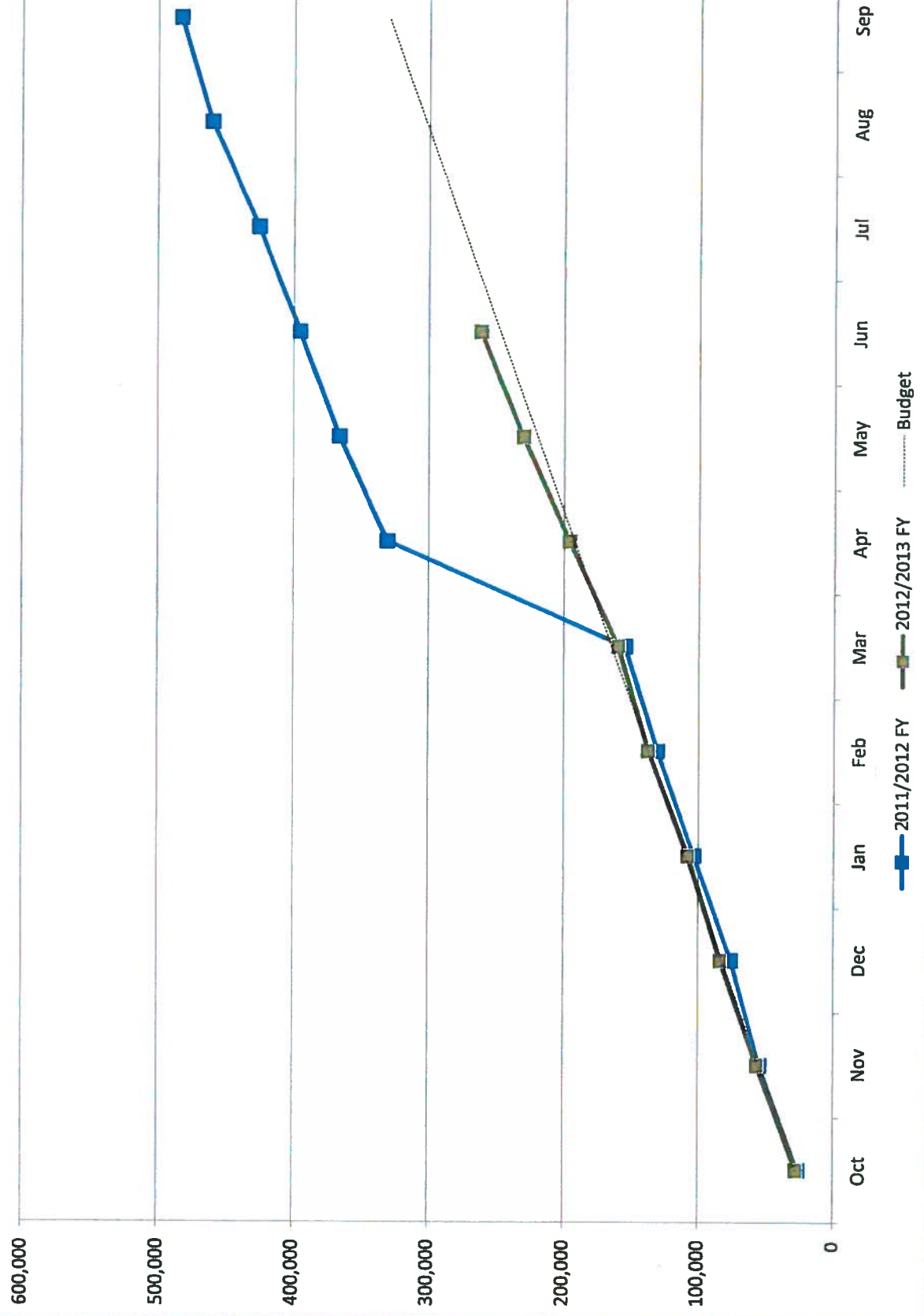
MONTHLY BUDGET REPORT

JUNE 2013 (9/12 MONTHS OR 75% OF FISCAL YEAR)

GENERAL FUND

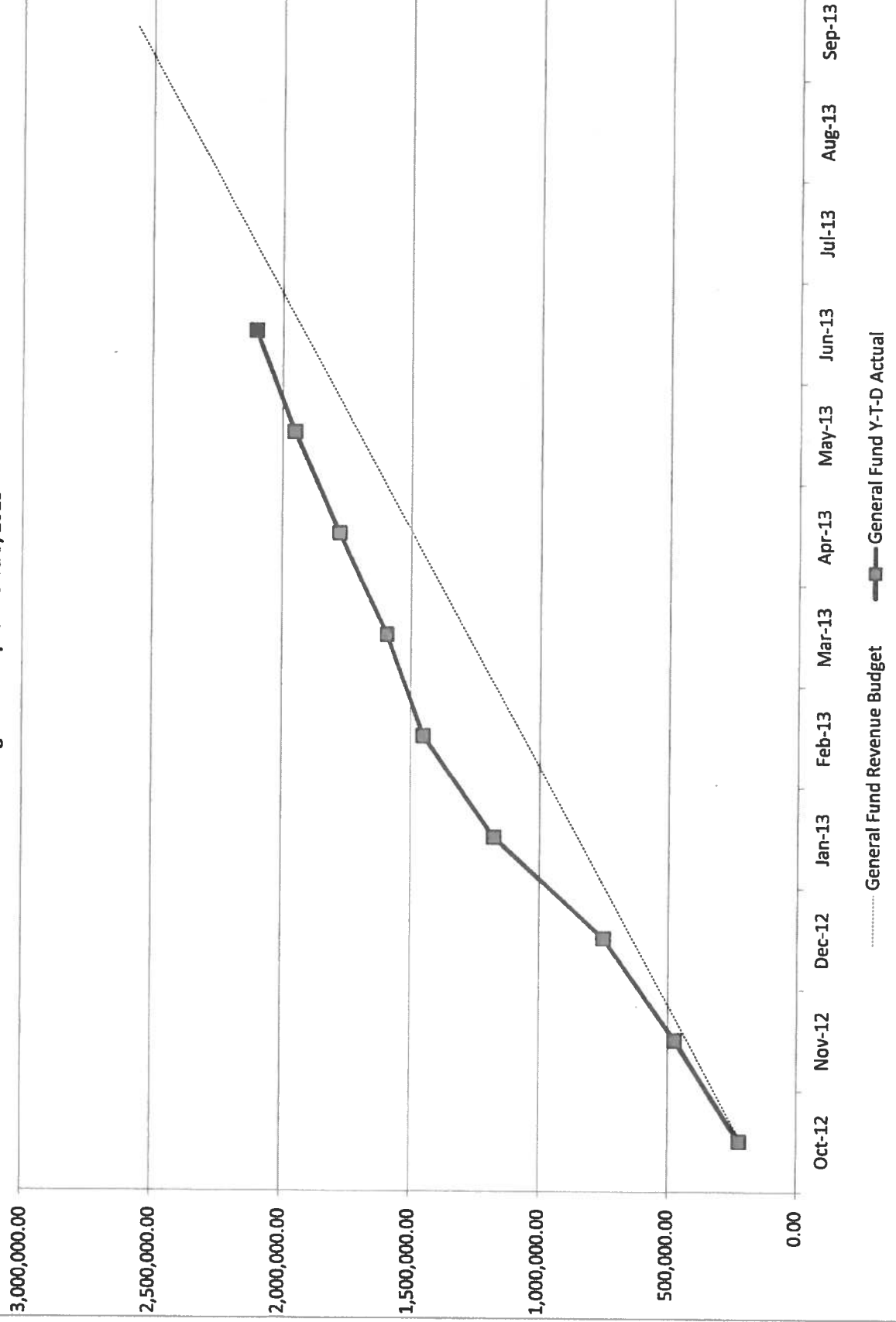
CURRENT FISCAL YEAR							
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE							
PROPERTY TAX	714,483	12,339		691,536	-	22,947	96.79%
SALES TAX	329,501	31,525		261,665	-	67,836	79.41%
FRANCHISE FEES	63,097	900		53,985	-	9,112	85.56%
LICENSES/ PERMITS	34,150	4,935		20,479	-	13,671	59.97%
MUNICIPAL CT FINES	95,000	7,809		63,868	-	31,132	67.23%
4B SUPPORT/ REIMB	59,340	10,118		69,325	-	(9,985)	116.83%
FIRE RUN PAYMENTS	109,500	20		66,296	-	43,204	60.54%
LEASES/ RENTALS	42,968	1,426		27,971	-	14,997	65.10%
MISCELLANEOUS INCOME	42,000	(9,551)		42,202	-	(202)	100.48%
INTEREST	1,000	40		890	-	110	89.00%
TRANSFERS IN	1,069,935	89,160		802,450	-	267,485	75.00%
TOTAL REVENUE	2,560,974	148,721		2,100,667	-	460,307	82.03%
EXPENDITURES (BY DEPARTMENT)							
CITY COUNCIL	23,915	556		16,825	-	7,090	70.35%
ADMINISTRATION	488,087	29,545		300,217	-	187,870	61.51%
MUNICIPAL COURT	105,800	5,964		68,813	-	36,987	65.04%
LIBRARY	161,094	10,474		108,082	-	53,012	67.09%
CIVIC CENTER	12,250	903		8,903	-	3,347	72.68%
POLICE	838,475	61,778		622,488	5,319	210,668	74.24%
FIRE	268,430	10,390		190,292	-	78,138	70.89%
STREET DEPT	327,284	9,445		179,896	-	147,388	54.97%
PUBLIC WORKS BUILDING	111,233	15,193		68,212	-	43,021	61.32%
PARKS DEPT	249,302	19,796		205,382	-	43,920	82.38%
DEBT SERVICE (LEASES)	76,469			73,975	-	2,494	96.74%
TRANSFERS OUT	2,000				-	2,000	0.00%
TOTAL EXPENDITURES	2,664,339	164,044		1,843,085	5,319	815,935	69.18%
NET REVENUES OVER (UNDER)							
EXPENDITURES	(103,365)	(15,323)		257,582		(355,628)	

# Sales Tax Chart



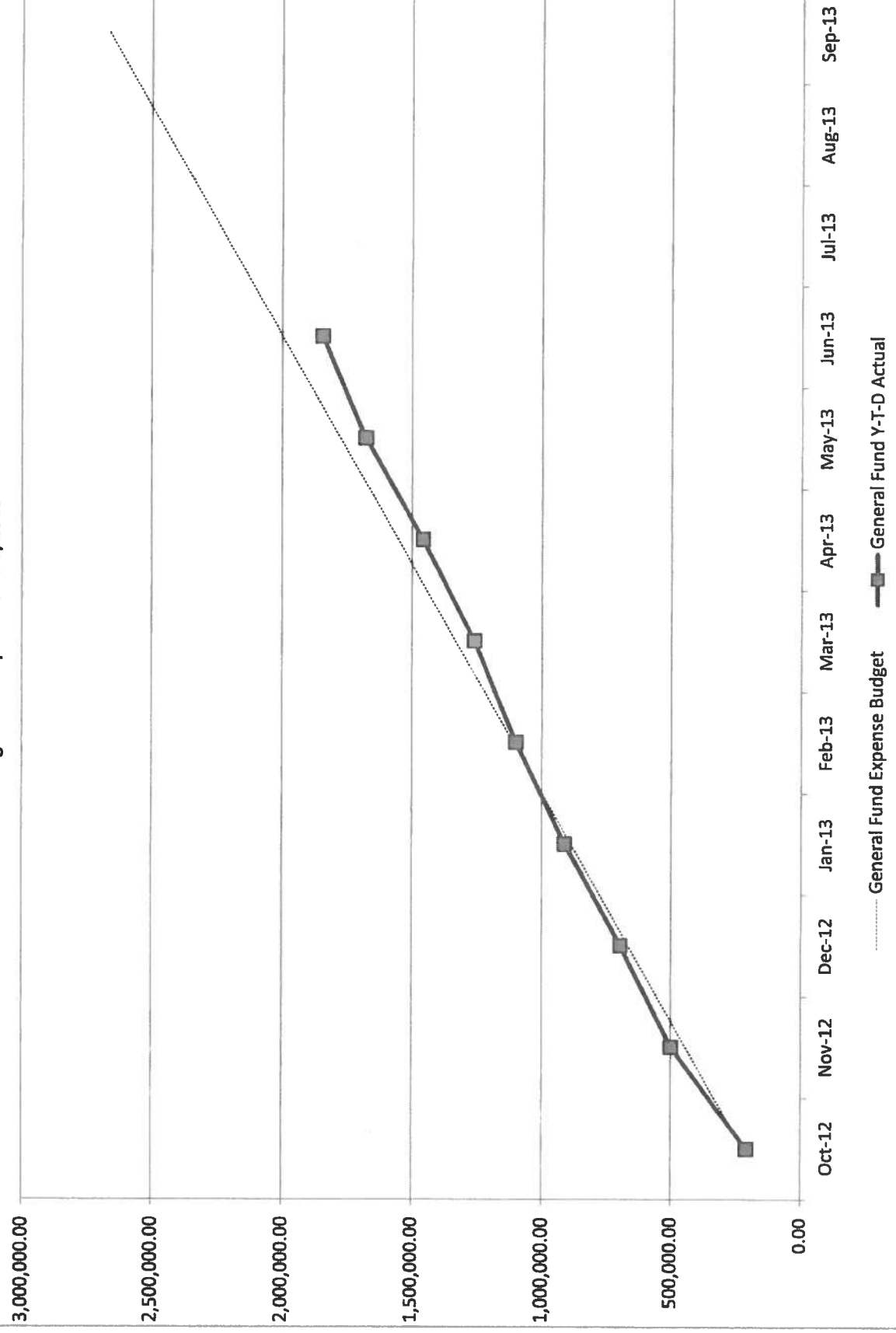
# General Fund Revenue Progress

Budget Year 10/2012 thru 9/2013



## General Fund Expense

Budget Year 10/2012 thru 9/2013





MONTHLY BUDGET REPORT

JUNE 2013 (9/12 MONTHS OR 75% OF FISCAL YEAR)

INTEREST & SINKING FUND

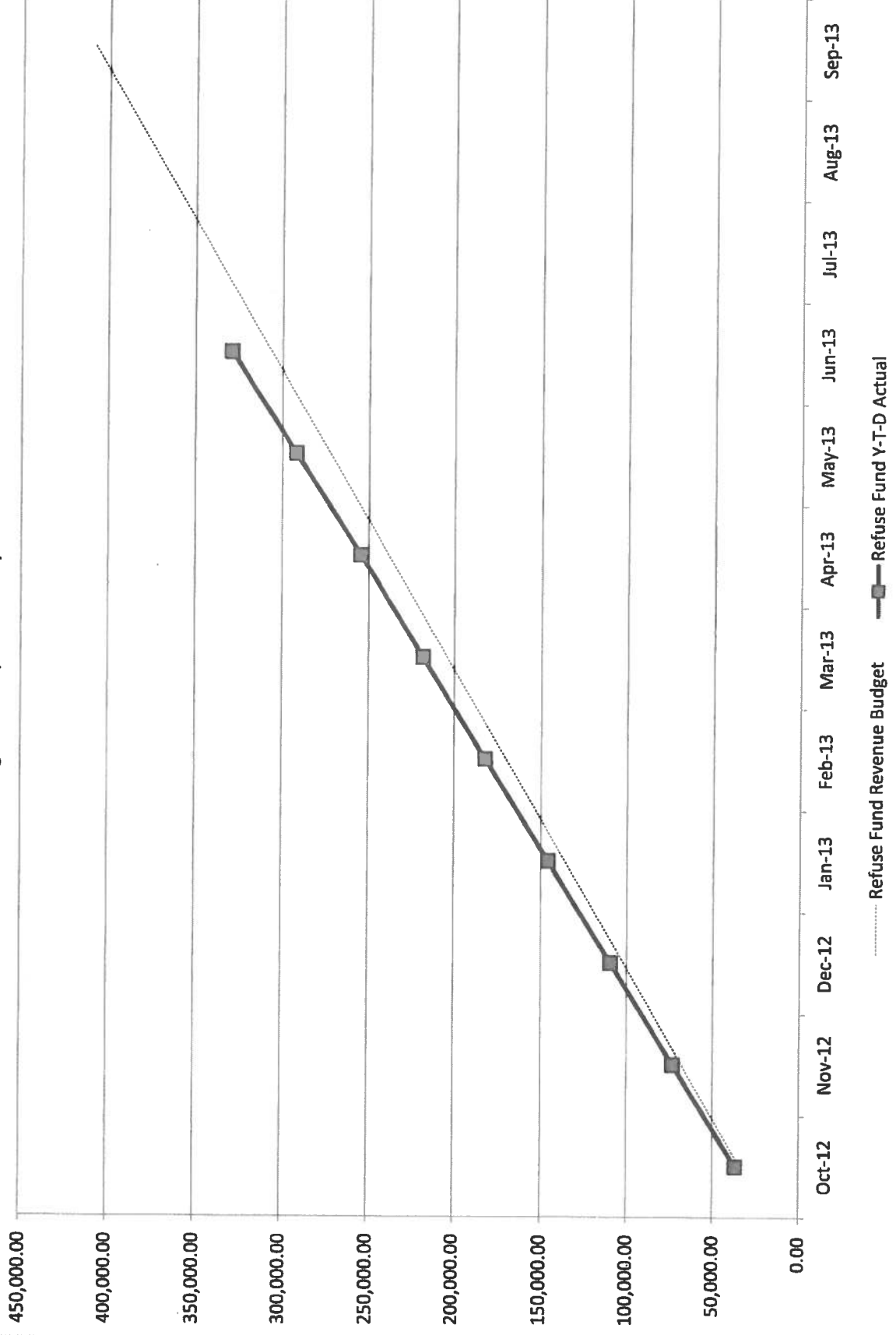
	CURRENT FISCAL YEAR				
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	BUDGET BALANCE
REVENUE					% OF BUDGET
PROPERTY TAX	328,335	4,811	318,460		96.99%
BOND PROCEEDS			6,038		(6,038)
INTEREST	600	31	408		68.00%
TRANSFERS IN					0.00%
TOTAL REVENUE	328,935	4,842	324,906		98.78%
EXPENDITURES (BY DEPARTMENT)					
DEBT SERVICE PRINCIPAL	186,250		187,500		100.67%
DEBT SERVICE INTEREST	137,780		71,820		52.13%
PAYING AGENT FEES			-		0.00%
TOTAL EXPENDITURES	324,030	-	259,320		80.03%
NET REVENUES OVER (UNDER)					
EXPENDITURES	4,905	4,842	65,586		

**MONTHLY BUDGET REPORT**  
**JUNE 2013 (9/12 MONTHS OR 75% OF FISCAL YEAR)**  
**REFUSE UTILITY FUND**

CURRENT FISCAL YEAR						
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE
REVENUE						% OF BUDGET
RESIDENTIAL COLLECTION	225,466	20,158		176,880		48,586
COMMERCIAL COLLECTION	170,290	16,242		141,942		28,348
BRUSH COLLECTION	1,000	-		1,460		(460)
PENALTIES	6,396	570		5,151		1,245
RECYCLING	4,956	405		3,627		1,329
INTEREST	125	4		62		63
<b>TOTAL REVENUE</b>	<b>408,233</b>	<b>37,379</b>		<b>329,122</b>	-	<b>79,111</b>
						<b>80.62%</b>
EXPENSES						
PERSONNEL	-	-		185		(185)
PROFESSIONAL SERVICES						-
MAINTENANCE						-
OPERATING EXPENSES	326,603	28,255		222,608		103,995
ADMIN SUPPORT	6,455	538		4,842		1,613
SUPPLIES	75			(56)		75
MISCELLANEOUS						56
CAPITAL OUTLAY						-
TRANSFERS OUT	75,100	6,258		56,324		18,776
<b>TOTAL EXPENDITURES</b>	<b>408,233</b>	<b>35,051</b>		<b>283,903</b>	-	<b>124,330</b>
						<b>69.54%</b>
<b>NET REVENUES OVER (UNDER)</b>						
<b>EXPENSES</b>	-	2,328		45,219		(45,219)

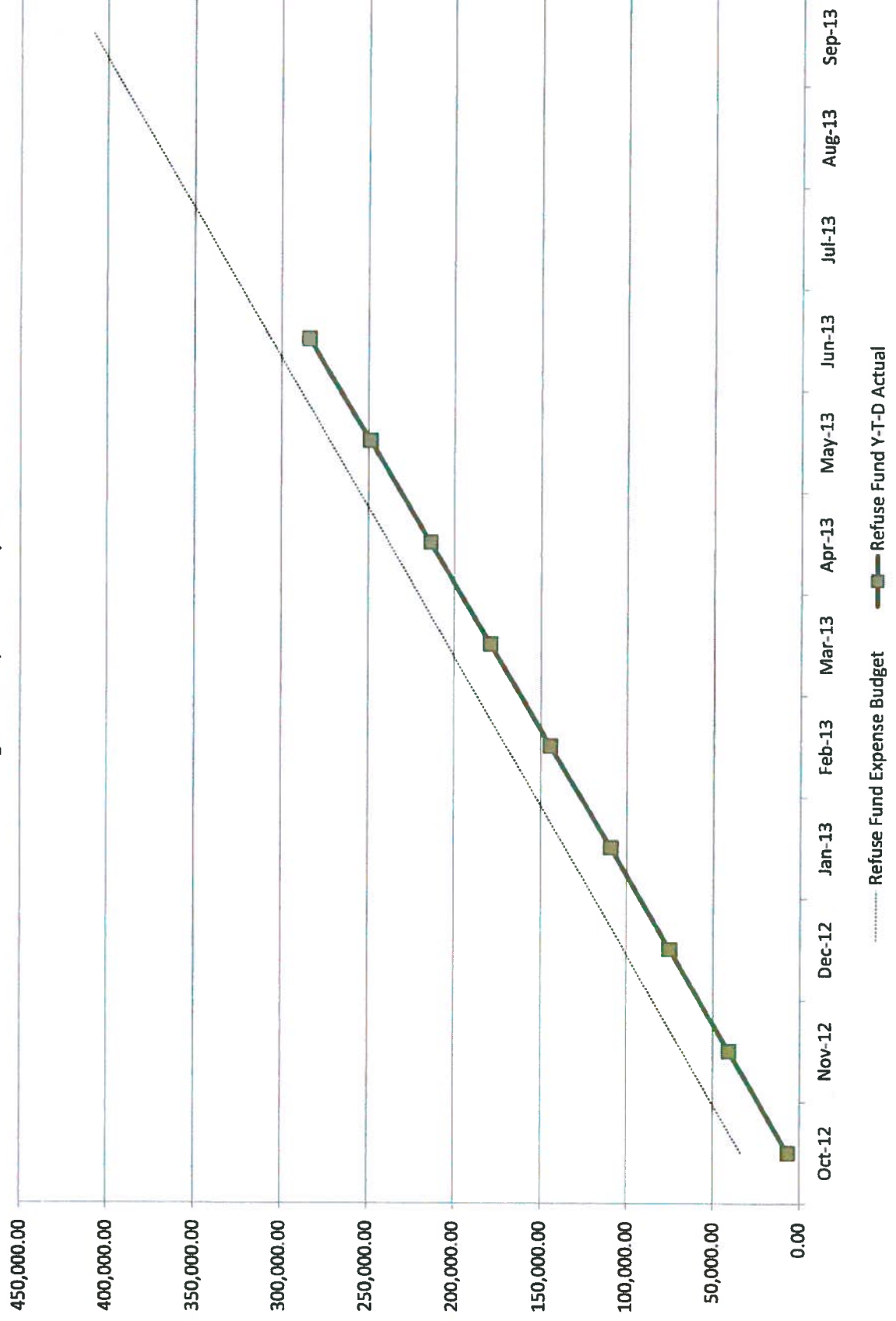
# Refuse Fund Revenue Progress

Budget Year 10/2012 thru 9/2013



## Refuse Fund Expense

Budget Year 10/2012 thru 9/2013



MONTHLY BUDGET REPORT

JUNE (9/12 MONTHS OR 75% OF FISCAL YEAR)

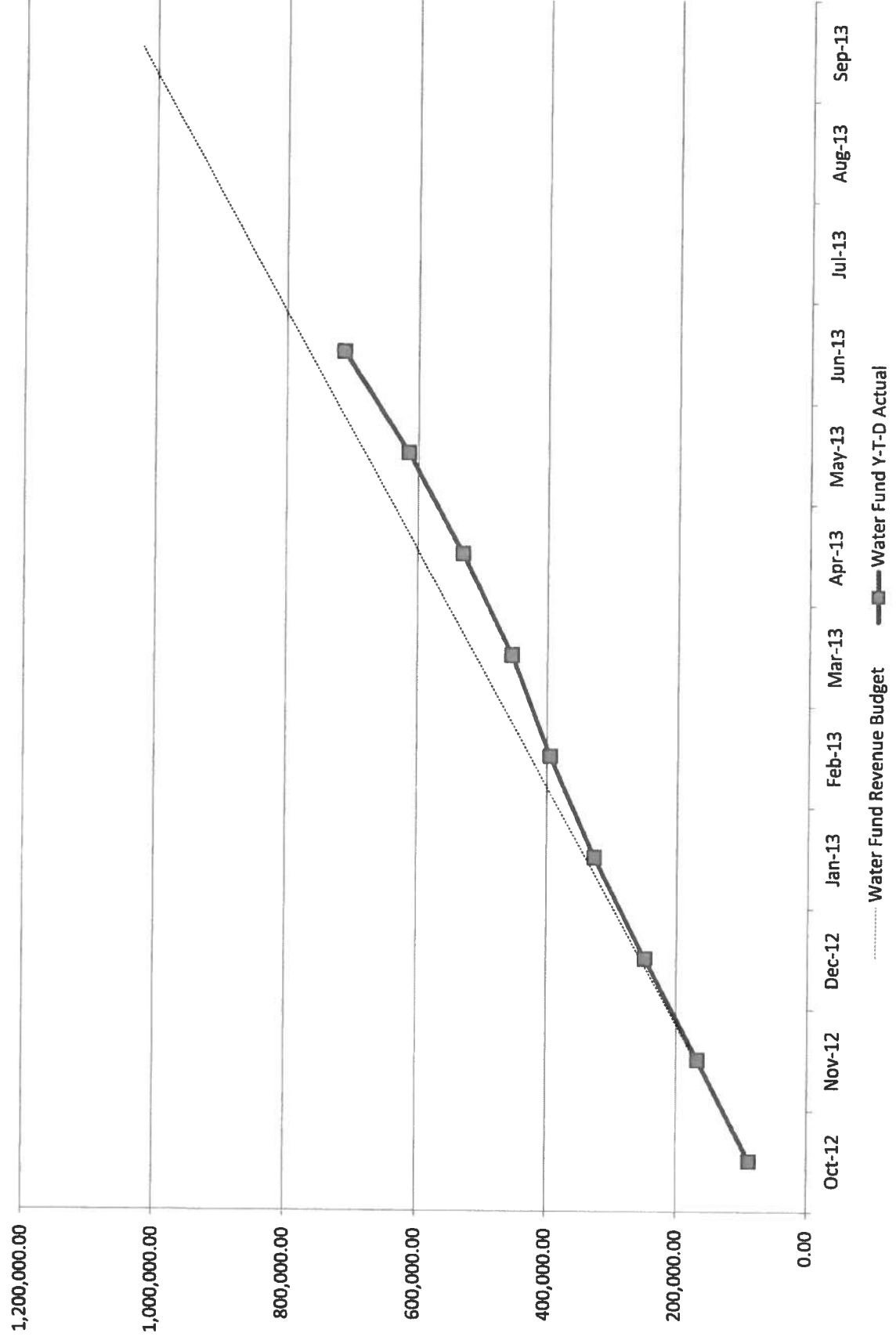
WATER & WASTEWATER UTILITY FUND

REVENUE	CURRENT FISCAL YEAR					% OF BUDGET
	CURRENT BUDGET	CURRENT MONTH	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	
<b>WATER REVENUES</b>						
CC CONV FEE	-	-	-	-	-	-
IMPACT FEES	-	-	4,051	-	(4,051)	-
WATER SALES	1,002,980	97,348	683,266	-	319,714	68.12%
CONNECTION FEE	3,500	207	2,285	-	1,215	65.29%
PENALTIES & RECONNECT FEES	17,000	1,078	11,248	-	5,752	66.16%
TAP FEES	-	-	3,700	-	(3,700)	0.00%
TRANSFERS IN	-	-	-	-	-	-
OTHER INCOME	-	-	8,480	-	(8,480)	0.00%
	<b>1,023,480</b>	<b>98,633</b>	<b>713,030</b>	<b>-</b>	<b>310,450</b>	<b>69.67%</b>
<b>SEWER REVENUES</b>						
SEWER	654,909	66,031	493,509	-	161,400	75.36%
TAP FEES	-	-	-	-	-	0.00%
PENALTIES	12,000	1,487	10,499	-	1,501	87.49%
IMPACT FEES	-	-	3,944	-	(3,944)	-
	<b>666,909</b>	<b>67,518</b>	<b>507,952</b>	<b>-</b>	<b>158,957</b>	<b>76.17%</b>
<b>INTEREST EARNED</b>	<b>1,000</b>	<b>65</b>	<b>1,031</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
	-	-	-	-	(31)	103.10%
	-	-	-	-	-	0.00%
<b>TOTAL ALL REVENUES</b>	<b>1,691,389</b>	<b>166,216</b>	<b>1,222,013</b>	<b>-</b>	<b>469,376</b>	<b>72.25%</b>
<b>WATER EXPENSES</b>						
<b>ADMINISTRATION EXPENSES</b>						
PERSONNEL	75,543	15,744	101,545	-	(26,002)	134.42%
PROFESSIONAL SERVICES	1,500	-	57	-	1,443	3.80%
MAINTENANCE	6,700	319	8,245	-	(1,545)	123.06%
UTILITIES	17,500	1,144	9,924	-	7,576	-
SUPPLIES	750	-	-	-	750	0.00%
MISCELLANEOUS	1,000	323	1,521	-	(521)	152.10%
PERSONNEL	107,760	16,016	164,088	-	(56,328)	152.27%
PROFESSIONAL SERVICES	59,155	1,438	27,407	-	31,748	46.33%
OPERATING	106,000	4,852	79,730	-	26,270	75.22%
MAINTENANCE	13,500	617	2,717	-	10,783	20.13%
UTILITIES	29,400	447	19,454	-	9,946	66.17%

SUPPLIES	479,598	39,732	392,420	87,178	81.82%
MISCELLANEOUS	4,200	-	1,162	3,038	27.67%
CAPITAL OUTLAY	-	-	-	-	0.00%
EQUIPMENT TRANSFER	-	-	-	-	-
TRANSFERS OUT	121,874	10,156	91,405	30,469	75.00%
TOTAL WATER EXPENSES	1,024,480	90,788	899,675	124,805	87.82%
WASTEWATER EXPENSES					
PERSONNEL	139,812	841	19,665	120,147	14.07%
PROFESSIONAL SERVICES	2,000	370	4,976	(2,976)	248.80%
MISCELLANEOUS	14,000	300	3,337	10,663	23.84%
MAINTENANCE	248,630	17,199	179,880	68,750	72.35%
OPERATING EXPENSES	-	-	-	-	-
SUPPLIES	-	-	(74)	74	-
UTILITIES	8,166	502	5,334	2,832	65.32%
DEBT SERVICE	109,700	-	86,440	23,260	78.80%
CAPITAL OUTLAY	-	-	-	-	-
EQUIPMENT TRANSFER	-	-	-	-	-
TRANSFERS OUT	144,601	12,050	108,450	36,151	75.00%
TOTAL WASTEWATER EXPENSES	666,909	31,262	408,008	258,901	61.18%
TOTAL ALL EXPENSES	1,691,389	122,050	1,307,683	383,706	77.31%
NET REVENUES OVER (UNDER) EXPENSES	-	44,166	(85,670)	210,475	-

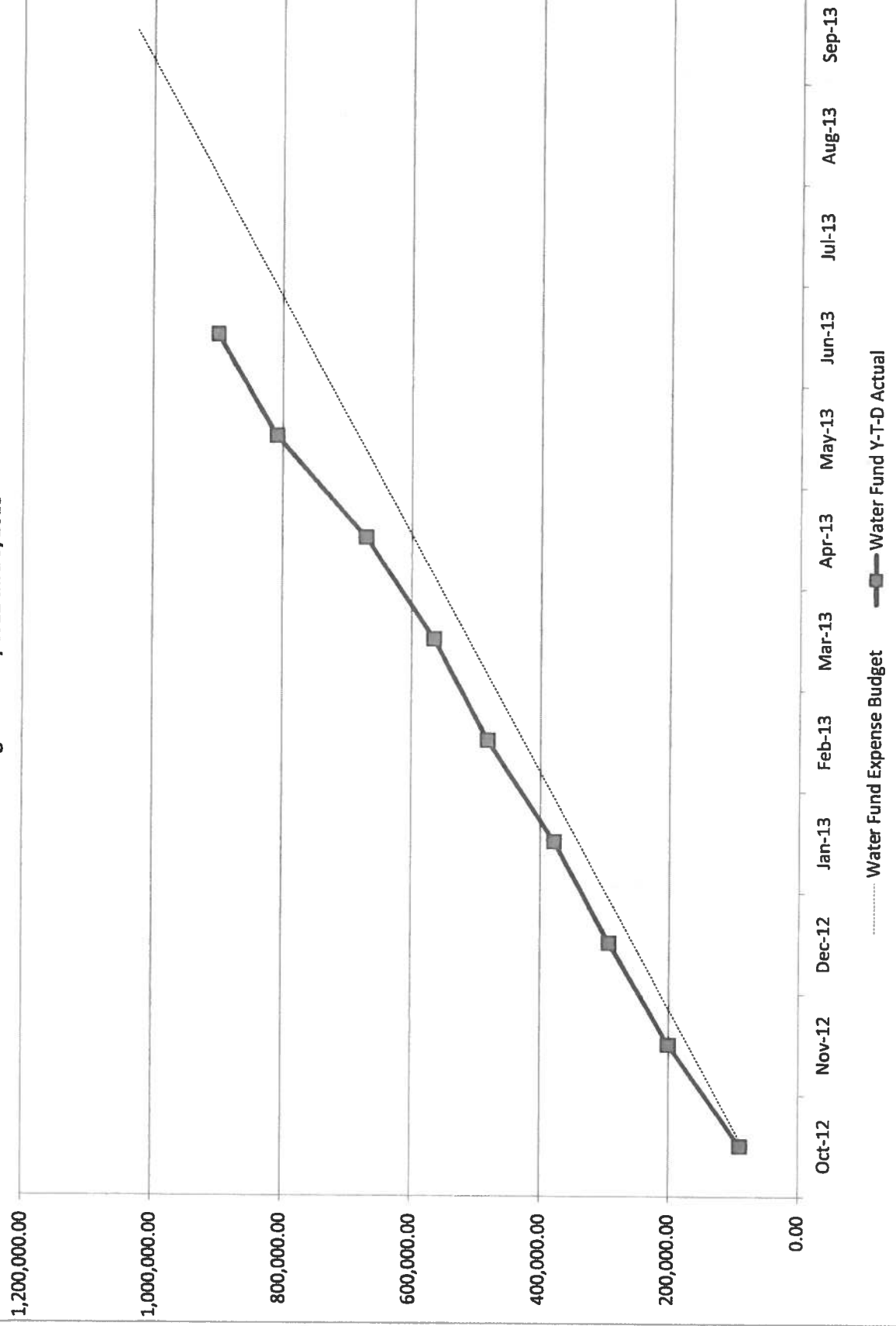
# Water Fund Revenue Progress

Budget Year 10/2012 thru 9/2013



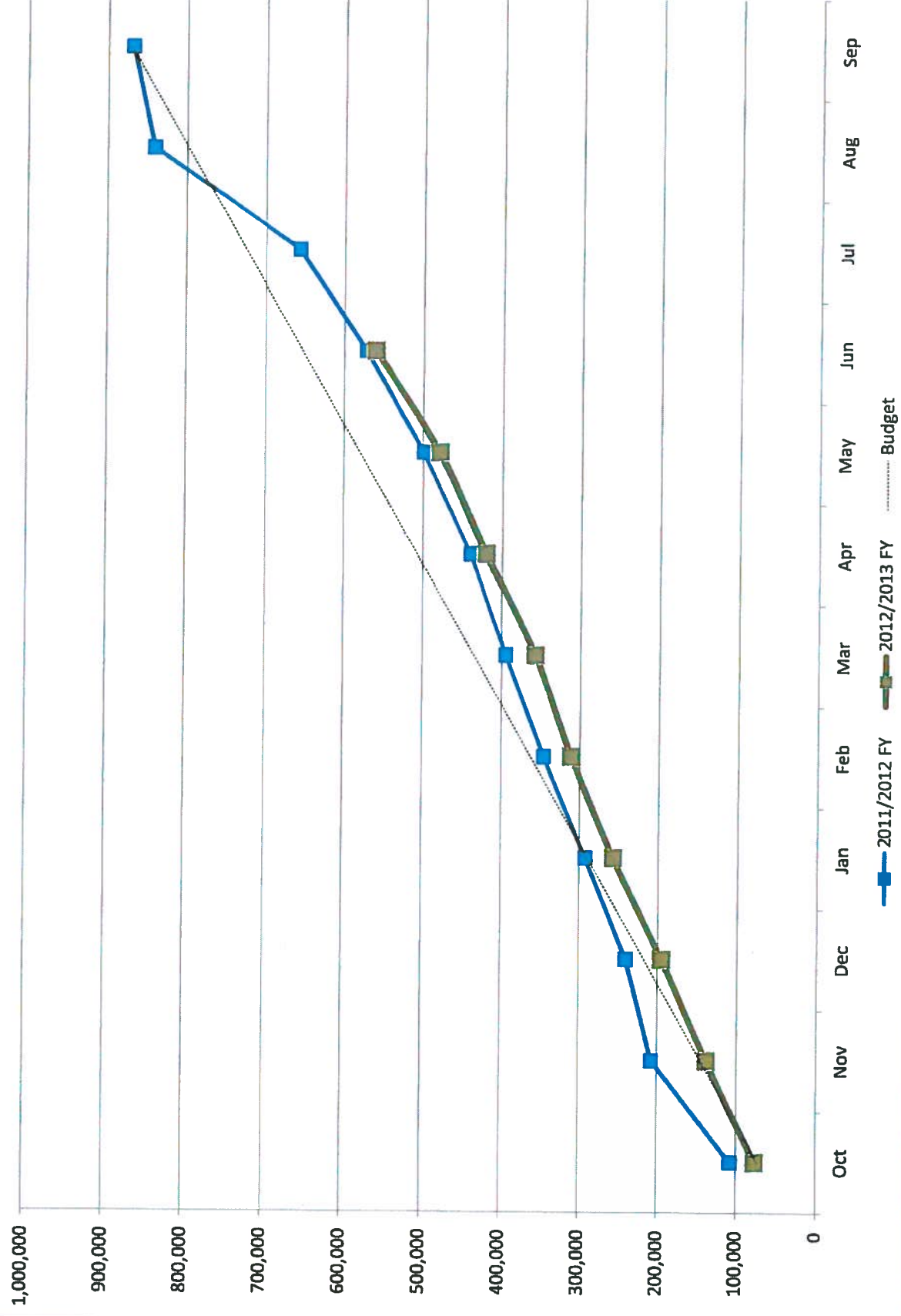
## Water Fund Expense

Budget Year 10/2012 thru 9/2013



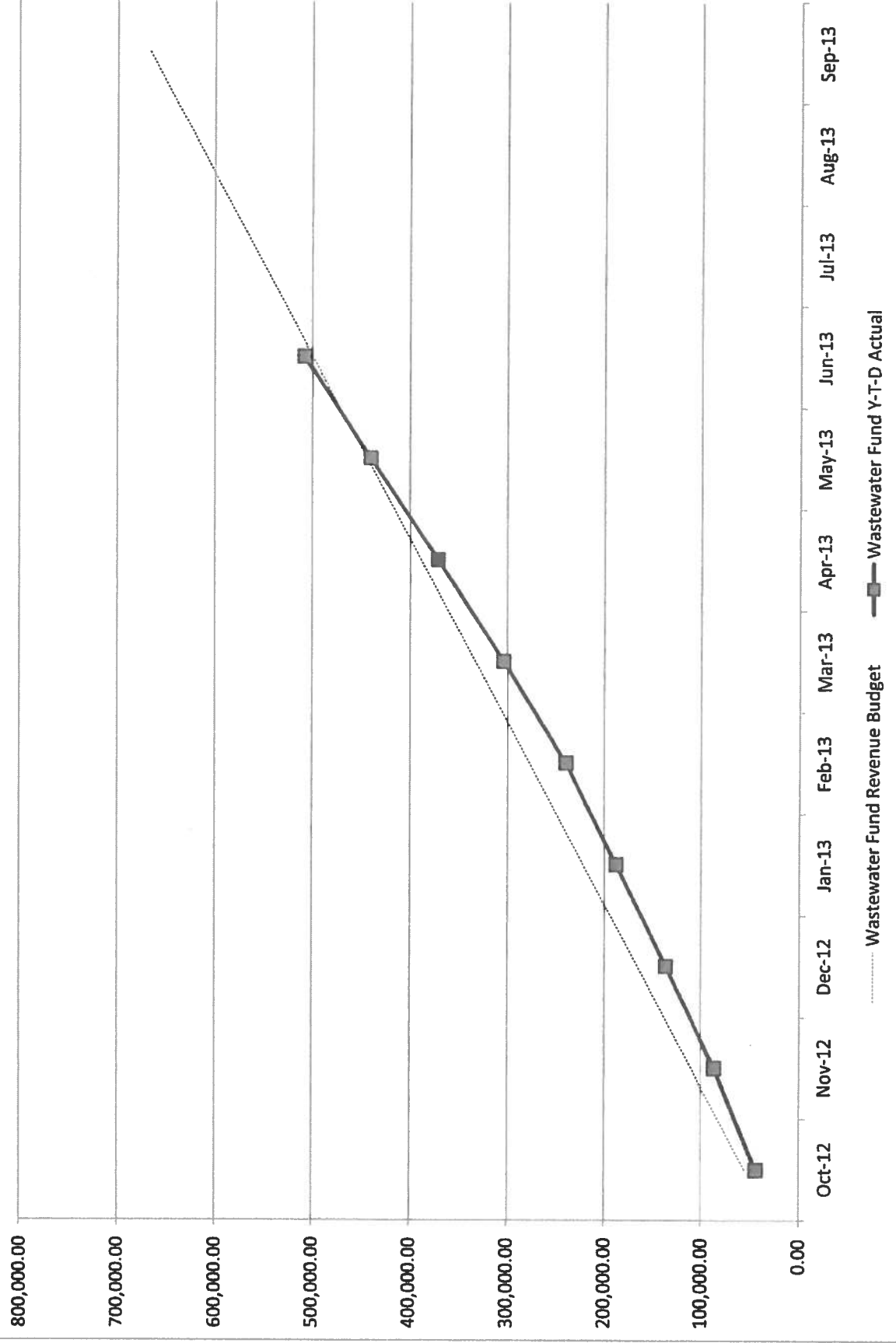


## City Water Sales



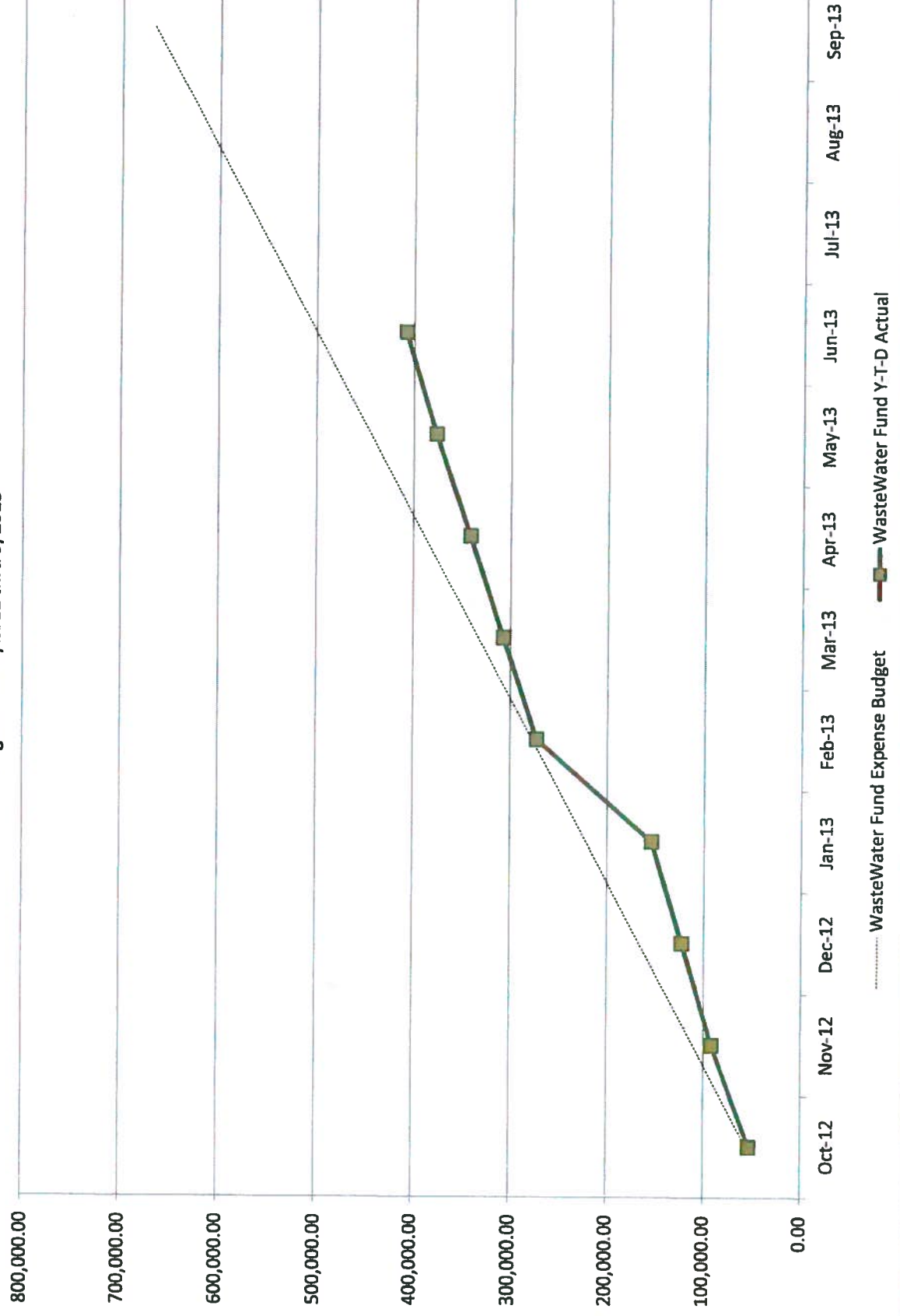
# Wastewater Fund Revenue Progress

Budget Year 10/2012 thru 9/2013

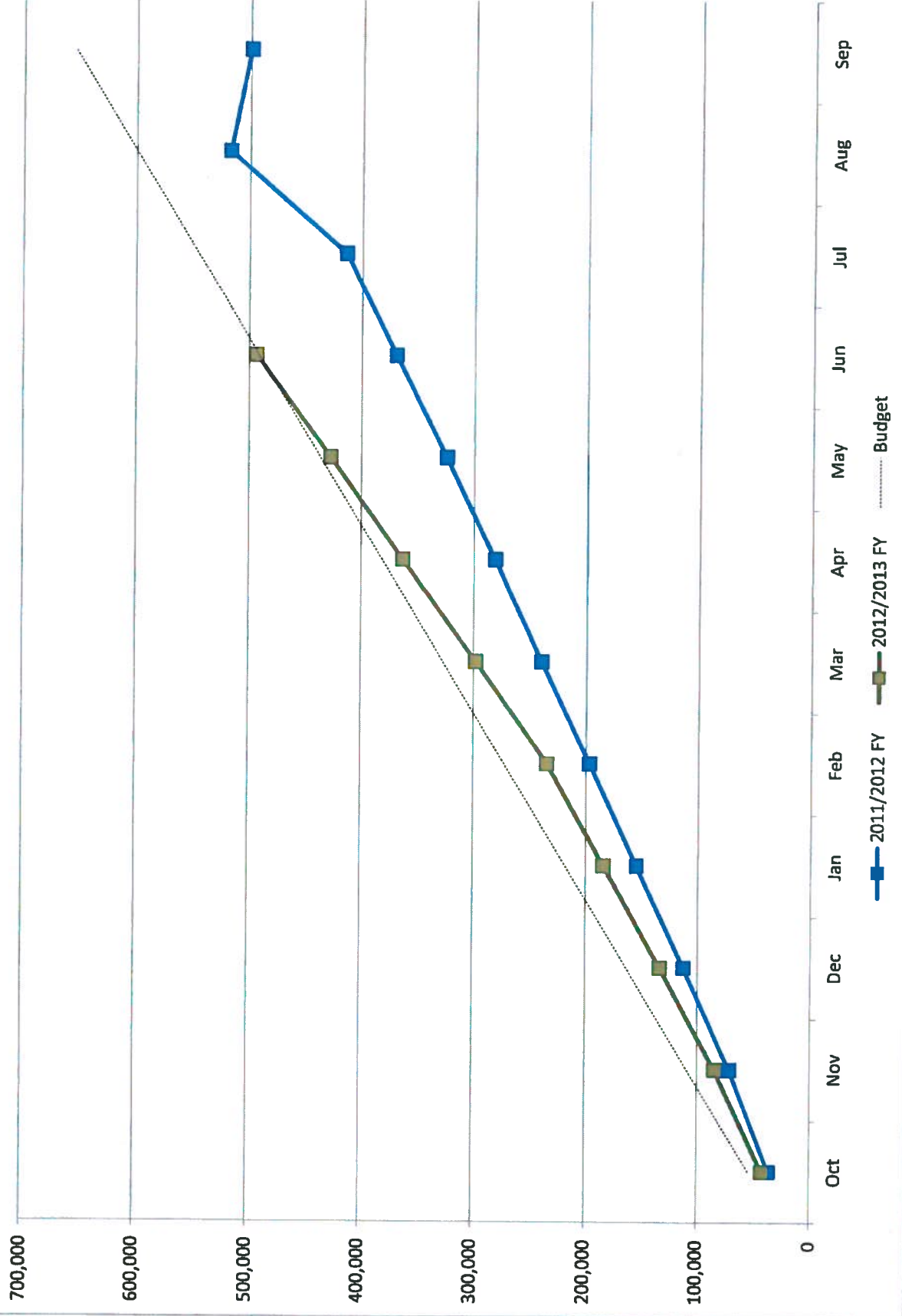


# Wastewater Fund Expense

Budget Year 10/2012 thru 9/2013



# City Sewer Sales



MONTHLY BUDGET REPORT

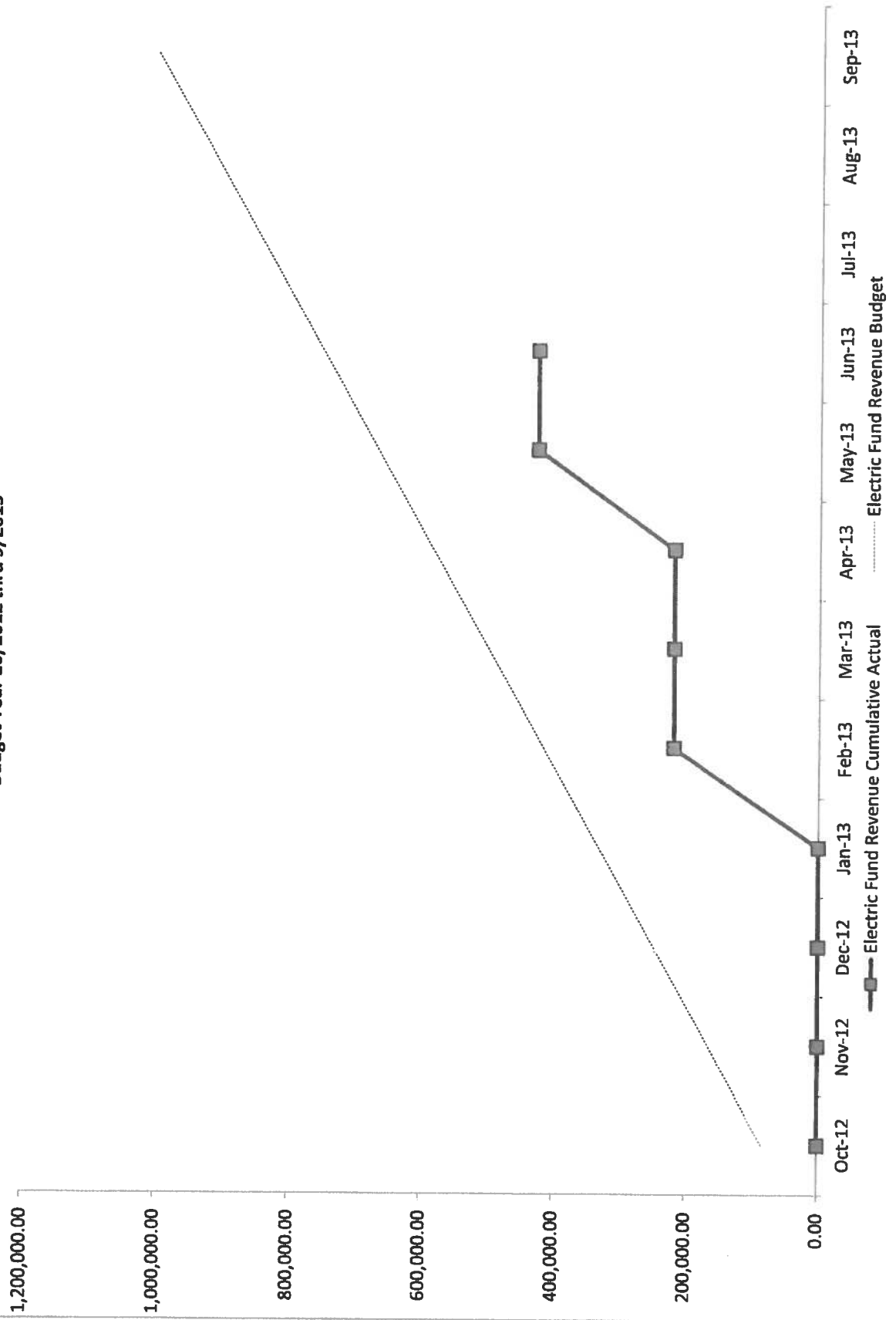
JUNE 2013 (9/12 MONTHS OR 75% OF FISCAL YEAR)

ELECTRIC UTILITY FUND

	CURRENT FISCAL YEAR					
				Y-T-D	ENCUMBRAN	
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL		BUDGET BALANCE
						% OF BUDGET
REVENUE						
MANAGEMENT AGREEMENT	850,000			424,583		425,417
MISC		-				-
INTEREST	250	10		153		97
SURCHARGE	150,000	-		34,073		115,927
TOTAL REVENUE	1,000,250	10		458,809	-	541,441
						45.87%
EXPENSES						
PERSONNEL SERVICES	16,200	4,620		28,233		(12,033)
PROFESSIONAL SERVICES	105,000	-		4,811		100,189
MAINTENANCE						-
OPERATING EXPENSES						-
UTILITIES						-
MISCELLANEOUS	25,000	3,346		15,947		9,053
EQUIPMENT TRANSFER						-
CAPITAL OUTLAY	150,000					150,000
TRANSFERS OUT	704,050	58,670		528,037		176,013
TOTAL EXPENSES	1,000,250	66,636		577,028	-	423,222
						57.69%
NET REVENUES OVER (UNDER)						
EXPENSES	-	(66,626)		(118,219)	-	118,219

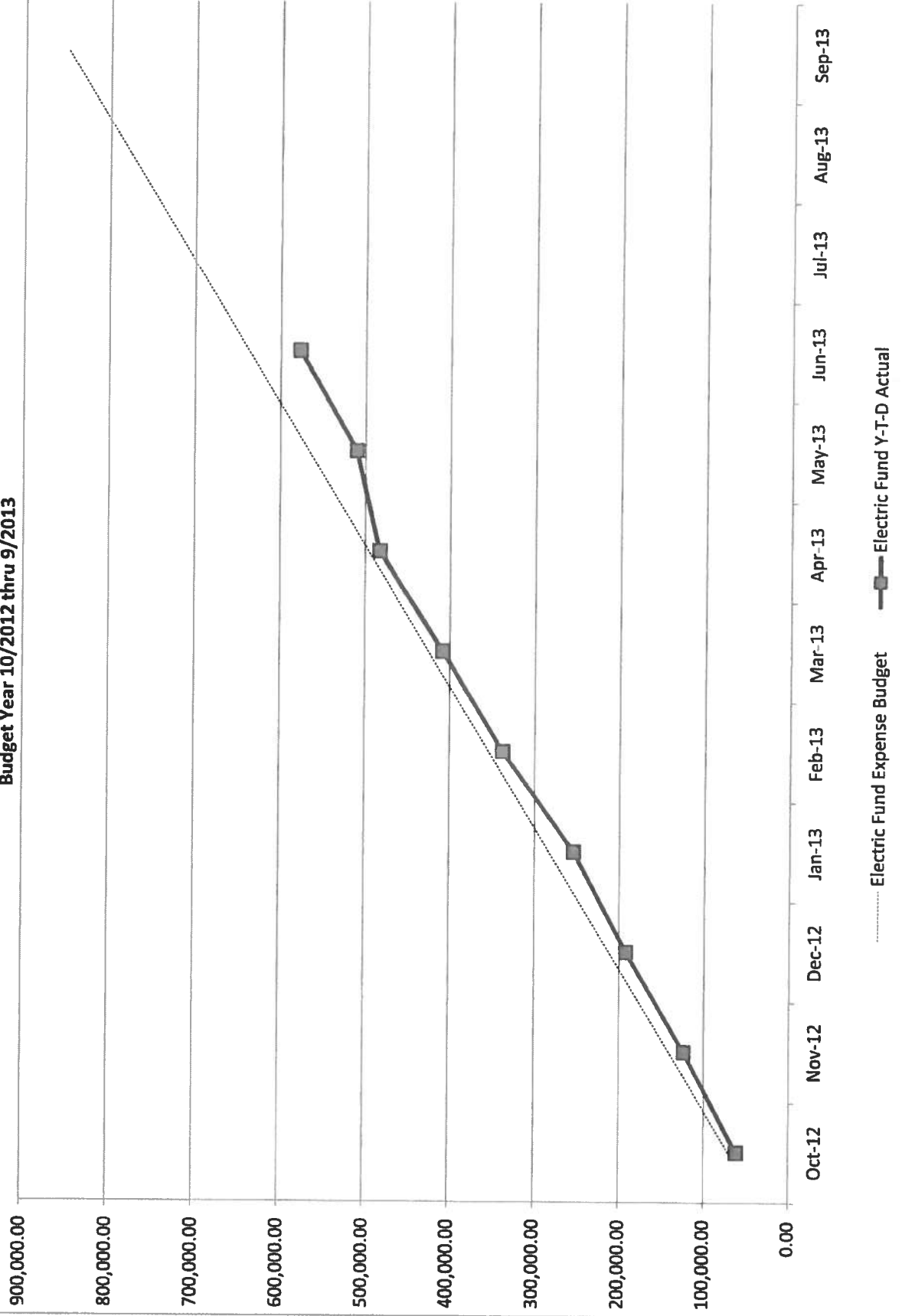
# Electric Fund Revenue Progress

Budget Year 10/2012 thru 9/2013



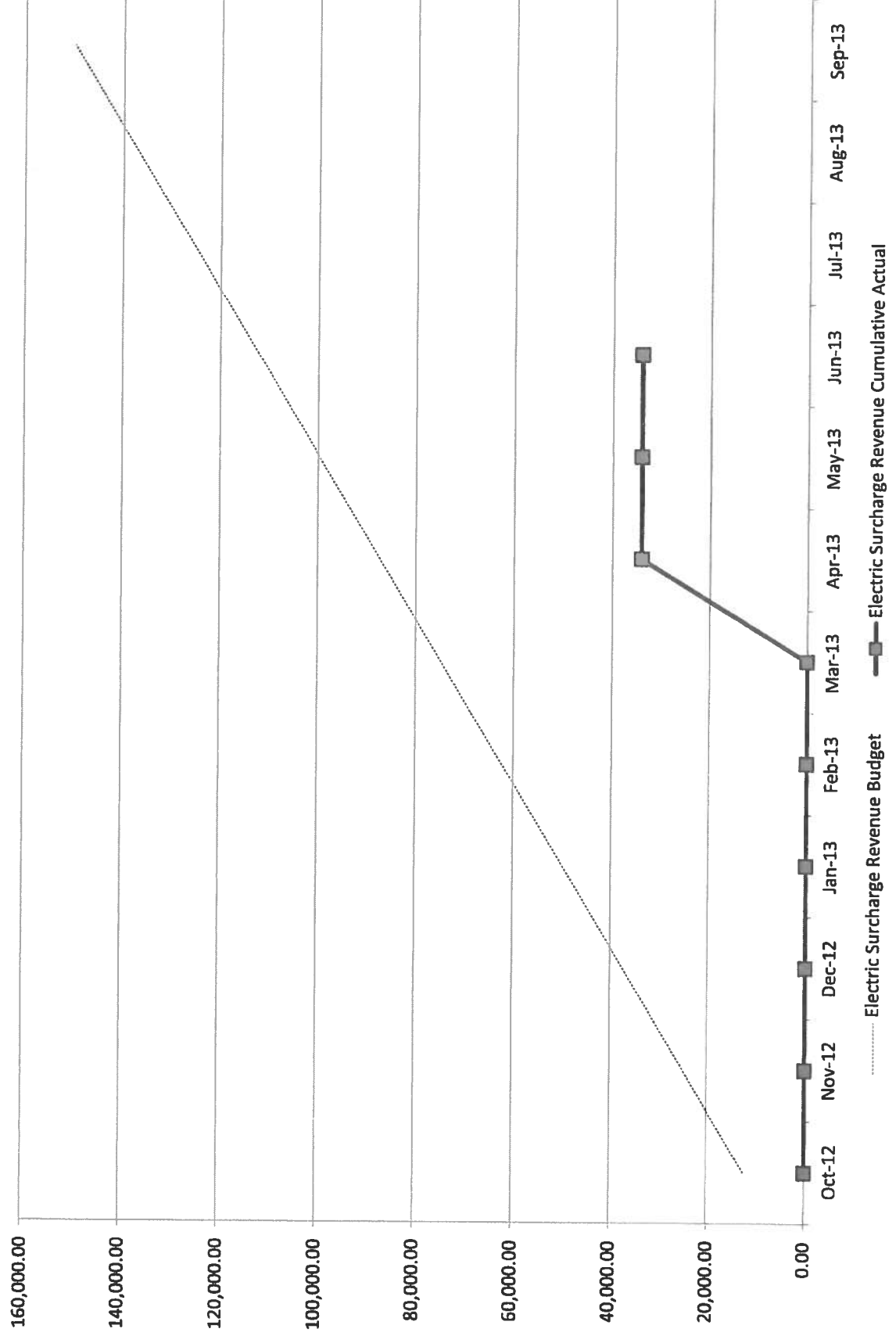
# Electric Fund Expense

Budget Year 10/2012 thru 9/2013



# Electric Fund Surcharge Revenue Progress

Budget Year 10/2012 thru 9/2013







TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 23, 2013

SUBJECT: Consider, discuss and act upon recommendation of the construction bid for the Safe Routes to School Project

- City Engineer Eddy Daniel's recommendation letter is attached for consideration

**ACTION: Consider, discuss and act upon recommendation of the construction bid as presented by Eddy Daniel**



**DANIEL & BROWN INC.**  
ENGINEERS/CONSULTANTS/PLANNERS

July 19, 2013

Mayor Joseph Helmberger, P.E. & City Council  
City of Farmersville  
205 South Main Street  
Farmersville, Texas 75442

RE: Farmersville Safe Route to Schools Project - CSJ # 0918-24-178  
Texas Department of Transportation  
Bid Tabulation & Recommendation

Dear Mayor Helmberger & Council Members:

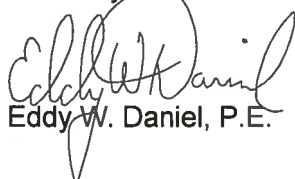
I have attached a bid tabulation form for the Texas Department of Transportation (TxDOT) Safe Route to Schools (SRTS) Project for the City of Farmersville. The project was bid on Monday, July 15, 2013 at 2:00 p.m. There were three bidders for the project. Axis Contracting, Inc., Dallas, TX submitted the low bid with a total base bid amount of \$393,779.55 and a total add/alternate bid amount of \$93,996.00 for the project. The combined base bid and add/alternate bid amounts are within the approved budget for the project.

Axis Contracting, Inc. provided project references with their bid. The references were contacted with positive results. Additionally, Axis Contracting, Inc. was prequalified by TxDOT in order to bid the project.

It is the recommendation of Daniel & Brown Inc. that the City of Farmersville accept the bids and the alternate bids and recommend to TxDOT that the Farmersville SRTS Project be awarded to Axis Contracting, Inc. Our firm believes Axis Contracting, Inc. has the experience to successfully complete the project.

If you should have any questions or require additional information, please feel free to contact me.

Sincerely,



Eddy W. Daniel, P.E.

# City of Farmersville

## Bid Tabulation Form for Safe Route to Schools Project

**Bid Date: Monday, July 15, 2013 @ 2:00 pm**

ITEM #	ITEM DESCRIPTION	Axis Contracting, Inc. Dallas, TX			Ed Bell Construction Co. Dallas, TX			Northstar Construction Inc. Fort Worth, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	(TxDOT Item: 0531 2004) Furnish and install reinforced concrete sidewalks with appurtenances	3,190	40.00	\$127,600.00	3,190	39.00	\$124,410.00	3,190	40.00	\$127,600.00
2	(TxDOT Item: 0531 2005) Furnish and install "TYPE 1" curb ramps with appurtenances	12	1,150.00	\$13,800.00	12	1,100.00	\$13,200.00	12	1,300.00	\$15,600.00
3	(TxDOT Item: 0531 2006) Furnish and install "TYPE 2" curb ramps with appurtenances	4	1,200.00	\$4,800.00	4	1,100.00	\$4,400.00	4	1,400.00	\$5,600.00
4	(TxDOT Item: 0531 2010) Furnish and install "TYPE 7" curb ramps with appurtenances	2	1,200.00	\$2,400.00	2	1,100.00	\$2,200.00	2	1,300.00	\$2,600.00
5	(TxDOT Item: 0531 2041) Furnish and install "TYPE 10" curb ramps with appurtenances	25	1,150.00	\$28,750.00	25	1,100.00	\$27,500.00	25	\$1,500.00	\$37,500.00
6	(TxDOT Item: 0529 2003) Remove and replace concrete curb and gutter	329	28.00	\$9,212.00	329	30.00	\$9,870.00	329	\$45.00	\$14,805.00
7	(TxDOT Item: 0423 2025) Furnish and install retaining wall	681	65.00	\$44,265.00	681	125.00	\$85,125.00	681	\$95.00	\$64,695.00
8	Furnish and install cantilever retaining wall	78	145.00	\$11,310.00	78	300.00	\$23,400.00	78	\$140.00	\$10,920.00
9	Furnish and install railing	93	115.00	\$10,695.00	93	100.00	\$9,300.00	93	\$125.00	\$11,625.00
10	Furnish and install pavement marking (17 crosswalks & misc.)	1	16,500.00	\$16,500.00	1	12,750.00	\$12,750.00	1	\$18,000.00	\$18,000.00
11	(TxDOT Item: 0500 2001) Provide Mobilization and project overhead	1	40,000.00	\$40,000.00	1	49,000.00	\$49,000.00	1	\$30,000.00	\$30,000.00
12	(TxDOT Item: 0506 2024) Provide erosion and sedimentation control	1	4,500.00	\$4,500.00	1	5,000.00	\$5,000.00	1	\$12,000.00	\$12,000.00
13	Provide traffic control	1	20,000.00	\$20,000.00	1	48,000.00	\$48,000.00	1	\$29,000.00	\$29,000.00
14	(TxDOT Item: 0162 2002) Provide block sodding	1,500	4.25	\$6,375.00	1,500	4.00	\$6,000.00	1,500	\$4.00	\$6,000.00
15	(TxDOT Item 0104 2015) Remove existing concrete, sidewalk & driveway	743	7.85	\$5,832.55	743	10.00	\$7,430.00	743	\$18.00	\$13,374.00
16	Remove and replace existing steps due to proposed sidewalk and/or retaining wall	4	400.00	\$1,600.00	4	1,200.00	\$4,800.00	4	\$1,000.00	\$4,000.00
17	Relocate traffic signs	6	450.00	\$2,700.00	6	305.00	\$1,830.00	6	\$150.00	\$900.00
18	Furnish and install sidewalk chase	1	1,000.00	\$1,000.00	1	750.00	\$750.00	1	\$1,000.00	\$1,000.00
19	Provide excavation, removal, and fill placement	1	9,500.00	\$9,500.00	1	10,000.00	\$10,000.00	1	\$85,000.00	\$85,000.00
20	(TxDOT Item 0530 2010) Furnish and install driveways	732	45.00	\$32,940.00	732	80.00	\$58,560.00	732	\$73.00	\$53,436.00
	<b>TOTAL OF ALL BID ITEMS (1 THRU 20)</b>			<b>\$393,779.55</b>			<b>\$503,525.00</b>			<b>\$543,655.00</b>
	<b>CALENDAR DAYS</b>	<b>160</b>			<b>180</b>			<b>180</b>		

# City of Farmersville

## Bid Tabulation Form for Safe Route to Schools Project

**Bid Date: Monday, July 15, 2013 @ 2:00 pm**

ITEM #	ITEM DESCRIPTION	Axis Contracting, Inc. Dallas, TX			Ed Bell Construction Co. Dallas, TX			Northstar Construction Inc. Fort Worth, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
	<b>ADD/ALTERNATE BID ITEMS</b>									
21	(TxDOT Item: 0531 2004) Furnish and install reinforced concrete sidewalks with appurtenances	1,667	40.00	\$66,680.00	1,667	39.00	\$65,013.00	1,667	\$40.00	\$66,680.00
22	(TxDOT Item: 0531 2005) Furnish and install "TYPE 1" curb ramps with appurtenances	8	1,150.00	\$9,200.00	8	1,100.00	\$8,800.00	8	\$1,300.00	\$10,400.00
23	(TxDOT Item: 0531 2041) Furnish and install "TYPE 10" curb ramps with appurtenances	1	1,200.00	\$1,200.00	1	1,100.00	\$1,100.00	1	\$1,500.00	\$1,500.00
24	(TxDOT Item: 0529 2003) Remove and replace concrete curb and gutter	372	28.00	\$10,416.00	372	30.00	\$11,160.00	372	\$45.00	\$16,740.00
25	Furnish and install pavement marking (1 crosswalk)	1	3,500.00	\$3,500.00	1	750.00	\$750.00	1	\$3,200.00	\$3,200.00
26	Furnish and install sidewalk chase	3	1,000.00	\$3,000.00	3	750.00	\$2,250.00	3	\$1,000.00	\$3,000.00
	<b>TOTAL OF ALL ADD/ALTERNATE BID ITEMS (21 THRU 26)</b>			<b>\$93,996.00</b>			<b>\$89,073.00</b>			<b>\$101,520.00</b>



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 23, 2013

SUBJECT: Consider, discuss and act upon an agreement with Collin County for the provision of firefighting and fire protection services

- Agreement with Collin County is attached for review
- Recommendation letter from Chief Morris is attached for review

**ACTION: Approve or disapprove the Agreement as presented.**

COUNTY OF COLLIN      §  
   §

**AGREEMENT FOR THE PROVISION OF FIREFIGHTING AND FIRE PROTECTION SERVICES**

Pursuant to the authority granted by Texas Local Government Code, Chapter 352, Collin County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY") and Farmersville Fire Department (hereinafter referred to as "AGENCY"), (and jointly referred to as "Parties") in consideration of the premises and mutual promises contained herein, agree as follows:

**RECITALS**

**WHEREAS**, the COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the residents of Collin County, Texas; and

**WHEREAS**, AGENCY is a municipal corporation or nonprofit corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection and firefighting services and related services; and

**WHEREAS**, AGENCY is the owner and operator of certain fire protection vehicles, fire suppression equipment and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and works with or employs trained personnel whose duties are related to the use of such vehicles and equipment; and

**WHEREAS**, COUNTY desires to obtain firefighting and fire protection services from AGENCY for the benefit of an area of the county that is located outside the municipalities in the County; and

**WHEREAS**, COUNTY and AGENCY mutually desire that AGENCY should continue to provide firefighting and fire protection services to the citizens of AGENCY'S assigned fire district that is located outside the municipalities in the County; and

**NOW, THEREFORE**, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**I. Incorporation of Recitals.** The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

**II. Obligations and Responsibilities of AGENCY**

2.1 AGENCY shall provide firefighting services, fire protection services, and related services within its fire district as assigned by Collin County. A map of the fire district assigned to AGENCY by Collin County is appended hereto as "Exhibit A" and is incorporated with this Agreement for all purposes.

2.2 AGENCY shall maintain records of response to emergency calls, including but not limited to date, time, location of emergency, type of emergency, time to respond, and results. AGENCY shall provide up-to-date response data to COUNTY within 30 days of request by COUNTY.

2.3 AGENCY agrees to respond to the Collin County Fire Marshall requests for information and will use best efforts to work with the Collin County Fire Marshall to cooperate and coordinate firefighting and fire protection activities.

2.4 If AGENCY is a nonprofit corporation, AGENCY agrees to maintain its corporate status in good standing with all federal, state, and local rules and regulations applicable to a non-profit corporation. AGENCY shall notify COUNTY if its corporate authority is canceled, terminated, or otherwise lapses.

2.5 AGENCY warrants and promises that it will respond to emergency calls with appropriate equipment and sufficient trained personnel as needed to appropriately address the emergency situation. AGENCY further warrants and promises that it will mandate appropriate training of all personnel and ensure proper certification of all firefighter staff.

2.6 AGENCY warrants and promises that it shall maintain general liability insurance in amounts as are reasonable and customary for firefighting agencies similar to AGENCY. AGENCY shall add Collin County as an additional insured to AGENCY's liability insurance. AGENCY shall provide proof of liability insurance to COUNTY at the beginning of each term of this Agreement and upon request by Collin County.

### **III. Obligations and Responsibilities of COUNTY.**

3.1 COUNTY shall pay a yearly fee to AGENCY according to the following formulas: (1) \$750,000 divided by the total number of persons living in COUNTY's unincorporated areas, as computed by the COUNTY's GIS Department, multiplied by the specific population of the unincorporated area of the AGENCY's fire district as assigned by Collin County; and (2) \$200,000 divided by the total square miles of COUNTY's unincorporated area multiplied by the total square miles of the unincorporated area of the AGENCY's fire district as assigned by Collin County.

3.2 COUNTY shall pay the yearly fee calculated under the formula stated in paragraph 3.1 in semi-annual installments to AGENCY. The first payment to be paid within a reasonable time after COUNTY has approved said fees in COUNTY's yearly budget adopted in September of each year, and the second installment to be paid six months after the first payment to AGENCY. In accordance with Texas Local

Government Code chapter 352, such payments will be made from COUNTY's general fund.

3.3 COUNTY will recalculate the payment formula stated in paragraph 3.1 each year during the term of this Agreement, including each renewal term. The formula stated in paragraph 3.1 is not a guarantee of any specific payment and AGENCY acknowledges that any payments are subject to budgeted appropriations approved by COUNTY's governing board.

#### **IV. Effective Date, Term and Termination.**

4.1 The effective date of this Agreement shall be the 1st day of October, 2013, ("Effective Date"), regardless of when this Agreement is executed by the Parties' authorized representatives.

4.2 The term of this Agreement shall begin on the Effective Date, and shall continue for an initial term of one year. This Agreement shall automatically renew for successive one year terms unless the Agreement is terminated or cancelled by either Party as provided by this Agreement.

4.3 Either Party may terminate this Agreement, with or without cause, before the end of the then current term by providing the other Party with thirty (30) days written notice of termination. In the event of termination under this section, COUNTY and AGENCY agree to pay for or reimburse the other Party for overpayment or under payment to the termination date.

4.4 **Nonappropriation.** Notwithstanding paragraph 4.3, if sufficient funds are not appropriated by COUNTY to fund this Agreement in any fiscal year an event of nonappropriation shall be deemed to have occurred and the Agreement shall automatically terminate upon the last date of the term of the Agreement for which funds budgeted for this Agreement have been appropriated. In no event shall COUNTY be obligated to make any payments under this Agreement beyond the then current fiscal year of COUNTY for which funds have been appropriated to satisfy its payment obligations under this Agreement.

#### **V. Miscellaneous**

5.1 **Notices.** Any notice required under this Agreement shall be sent to the following:

To COUNTY:  
Collin County, Texas  
Attn: County Judge, Keith Self  
2300 Bloomdale Rd.  
McKinney, TX 75071

To AGENCY  
Farmersville Fire Department  
Attn: Fire Chief, Kim Morris  
134 North Washington St.  
Farmersville, TX 75442



**5.2 Authority and Enforceability.** The Parties represent and warrant that this Agreement has been approved and or adopted by the Parties' authorized representatives and that the individual executing this Agreement on behalf of each Party has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

**5.3 Entire Agreement; Severability.** This Agreement contains the entire agreement between the Parties and this Agreement supersedes any prior oral or written understandings and agreements. This Agreement shall not be modified or amended except in writing signed by the Parties. The invalidity, in whole or in part, of any paragraph of this Agreement shall not affect the validity of the remainder of the Agreement or paragraph.

**5.4 Governing Law.** This Agreement shall be governed by the laws of Texas. Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

**5.5 Non Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**5.6 No Third Party Beneficiaries.** This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

**5.7 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**5.8 Further Documents.** Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

**5.9 Dispute Resolution.** The Parties agree to use alternative dispute resolution, including mediation to resolve any conflicts which may arise under this Agreement.

**5.10 Authority.** The undersigned officers of the Parties by executing said document, acknowledge that they and/or their respective governing bodies have reviewed and approved this Agreement in full compliance with their respective bylaws, policies and the

laws of the State of Texas. The persons executing this Agreement represent and warrant they possess the requisite authority to do so on behalf of the persons and entities set forth below.

In WITNESS WHEREOF; the parties hereto have executed this Agreement in multiple counterparts, each of which shall be deemed an original on the dates reflected below.

COUNTY

Collin County, Texas

AGENCY

\_\_\_\_\_

\_\_\_\_\_  
County Judge, Keith Self  
Acting on behalf and by Authority  
Of the Collin County Commissioners

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

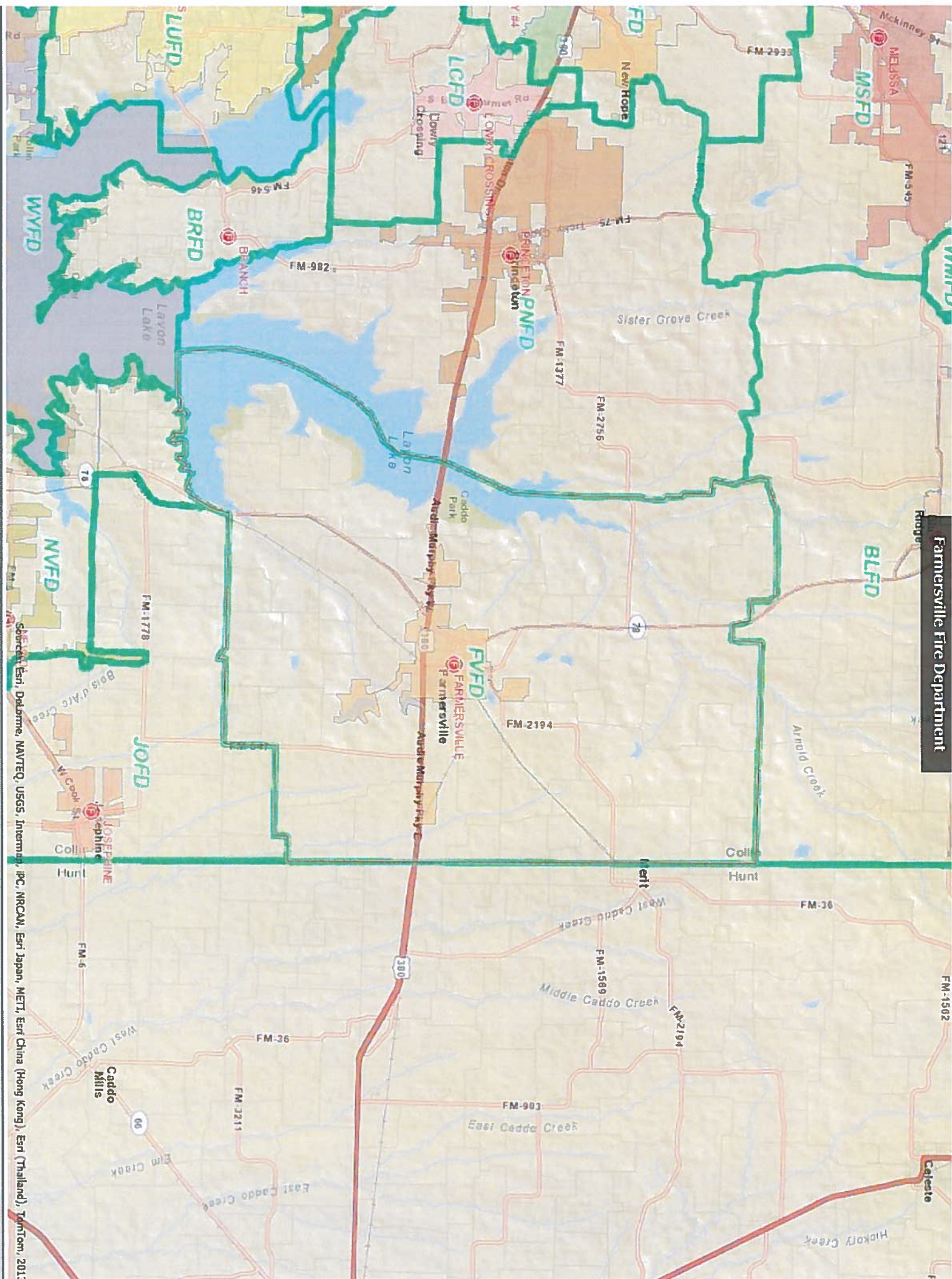
**ATTEST:**

\_\_\_\_\_  
Stacey Kemp, County Clerk

**EXHIBIT A**

**MAP OF AGENCY FIRE DISTRICT**

# Farmersville Fire Department





[illegible]



## FARMERSVILLE VOLUNTEER FIRE DEPARTMENT

134 NORTH WASHINGTON STREET, FARMERSVILLE, TEXAS 75442

MAIN 972-782-6093 FAX 972-782-7693

*f.dept@ci.farmersville.tx.us*

July 19, 2013

TO: Mr. Ben White, City Manager  
Mr. Joe Helmberger, Mayor  
City Council Members

FROM: Kim Morris, Farmersville Fire Chief

Sirs;

The City of Farmersville has received it's "Agreement For The Provision Of Firefighting And Fire Protection Services" from Collin County for your approval. Normally in the past this has just been done through the Collin County Fire Association however both the Collin County Commissioners and the Collin County Fire Chiefs felt that there needed to be a change.

There were several concerns that both parties felt needed to be addressed so after many months this "Agreement " was put together. It serves several purposes, first the Commissioners had been getting reports of fire departments showing up to calls in street clothing and private vehicles but yet were charging for fire department runs. With individual contracts should a city be found not responding properly or lacking the proper training, the Collin County has the right to back out of the contract and could divide that district up to surrounding departments for service.

There has been concern on both parties over county run payments. The Collin County Commissioners felt that since unincorporated areas were decreasing so should their payments for service. The Firefighters Association explained that yes unincorporated areas were declining, however population was gaining. Henceforth, the formula for determining the amount an individual would receive was based on a formula that the Collin County Fire Association members came up with found in 3.1 of this agreement. Some cities found a decrease of what they normally have been getting, some were status quo and some found better. The City of Farmersville actually became the highest paid for an annual payment of \$110,977.30 to be received in two installments. This is more than we have ever received and it is the hope that at the end of 2013/2014 it will show Collin County Commissioners the need to continue and even raise a budgeted amount for 2014/2015.

It is my hope that you find this "Agreement" favorable and adopt it so we can get it back to the Collin County Commissioners while they are still preparing their new budget as well. Should any of you have any questions, feel free to ask me and if I don't have an answer I will get you one as soon as possible.

Sincerely,

A handwritten signature in black ink that reads "Kim R. Morris". The signature is written in a cursive, flowing style.

FIRE DISTRICT	RURAL POPULATION ESTIMATE	RURAL SQ MILES	TOTAL SQ MILES
ANFD	1959	28.49	42.05
BLFD	2467	68.28	69.75
BRFD	2481	8.43	9.30
CEFD	1778	46.11	65.99
FAFD	313	1.61	10.45
FSFD	87	2.14	44.14
FVFD	3989	75.84	79.99
JOFD	1951	30.55	32.38
LCFD	1309	10.32	12.86
LUFD	1694	7.38	22.70
MCFD	2213	30.13	94.95
MSFD	1772	17.80	27.73
MUFD	11	0.09	5.77
NVFD	3659	24.47	30.42
PKFD	45	1.01	9.03
PLFD	92	0.06	69.91
PNFD	4324	45.43	52.99
PSFD	33	0.35	18.38
RSFD	832	8.31	13.73
WEFD	1890	46.51	51.18
WMFD	1912	28.26	29.84
WYFD	2657	5.71	43.32
	37468	487.26	836.85



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 23, 2013

SUBJECT: Consider, discuss and act upon a purchase/lease/rent agreement for wastewater flow meters and allowing the City Manager negotiating and signing rights to fund the project

- City Engineer Eddy Daniel will be making a presentation regarding the flow meters

**ACTION: Council to approve or deny the service agreement as presented.**



TECHNICAL PROPOSAL # 060613-01

Hach Company  
**DATA DELIVERY SERVICES**

City of Farmersville

June 6, 2013



## DATA DELIVERY SERVICES

Service Order Form No. 060613-01  
June 6, 2013

Customer: City of Farmersville  
Customer P.O.#:

### Bill to

Customer contact: Ben White  
205 South Main  
Farmersville, TX 75442

Phone: 972-782-6151  
Fax:  
Email: b.white@farmersvilletx.com

### Ship to

Customer contact:

Phone:  
Fax:  
Email:

### ORDER DESCRIPTION:

Qty	Service P/N	Instrument/ Description	Duration (months)	List Price	Discount	Net Price	Unit	Selection (Initial)
3	DDS-SL2-LT	FL904 / Flo-Dar	24	\$750	N/A	\$750	Per Meter / Mo.	
3	DDS-SL2-LT	FL904 / Flo-Dar	36	\$750	13%	\$650	Per Meter / Mo.	
3	DDS-INST-FM	Installation	N/A	\$450	N/A	\$450	One time fee / Site (incl Calib)	
3	DDS-CALIBRATION	Calibration	N/A	\$200	N/A	\$200	Add'l Calibration / Site	
3	DDS-RELO-FM	Removal/Relocation	N/A	\$600	N/A	\$600	One time fee / Site	
3	DDS-REMOVE-FM	Removal	N/A	\$450	N/A	\$450	One time fee / Site	

DESCRIPTION OF SERVICES: Refer to Technical Proposal and Agreement 060613-01 dated June 6, 2013

TERMS AND CONDITIONS: As stated in the Subscriber License and Data Delivery Services Agreement

SPECIAL OR ADDITIONAL TERMS AND CONDITIONS:

N/A

Each person signing this Service Order Form represents that he/she intends to and has the authority to bind his/her respective party to this Agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives have signed this Service Order Form No. 060613-01 as of June 6, 2013, (the "Effective Date").

### HACH COMPANY

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### CUSTOMER

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# **TABLE OF CONTENTS**

**DDS PROJECT SUMMARY**

**DETAILED TECHNICAL PROPOSAL**

**SPECIFICATIONS OF FLOWMETER EQUIPMENT**

**TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE  
AND DATA DELIVERY SERVICES**

**APPENDIX A: CUSTOMER/PROJECT DETAILS**

## DDS PROJECT SUMMARY

### Hach Deliverables:

- Delivery of factory calibrated flow instruments and communications equipment as specified
- Hach-certified installation services and system start-up
- In-situ calibration of flow instruments to observed site conditions
- As-built documentation of installations and observed site conditions
- Customer training on FSDATA software navigation and features, including report generation
- Secure 24/7 access to customer data on Hach's FSDATA software, viewable via standard web browsers (i.e., Internet Explorer)
- Ongoing monitoring of instrument functionality to ensure instrument uptime
- Technical support by phone (800-368-2723) as needed
- Planned and unplanned instrument maintenance
- Instrument removal upon contract completion

### Customer Responsibilities:

- Designate a shipping address to receive the meters
- Identify preferred monitoring sites
- Provide access to monitoring sites for Hach's field crews
- Identify one individual as customer administrator, and up to 5 authorized users for access to secure flow data
- Supply computer and internet connectivity to access FSDATA software
- Generate reports utilizing FSDATA software as required by the project

When ready to move forward with your project, please scan and email or fax the signed Service Order form to:

[DDS@Hach.com](mailto:DDS@Hach.com)

Fax: 970-619-5150

Alternatively, if you prefer hard copies, please mail two (2) copies of the signed Service Order form to:

Hach Company  
Attn: Hach Flow, DDS Orders  
5600 Lindbergh Dr  
Loveland, CO 80503  
800-368-2723

Hach Company will return a fully executed copy to you in the same manner by which yours was submitted.

# TECHNICAL PROPOSAL

## Equipment and Services Supplied by Hach Company

Hach Company is pleased to submit to City of Farmersville ( "Customer") this technical and business proposal for your review and consideration (the "Proposal"). Hach proposes to provide services to Customer as set forth below, subject to the terms and conditions of Hach Company's Subscriber License and Data Delivery Services Agreement:

### Overview

*Hach Company:* Hach Company has manufactured products for the environment for more than 50 years. Our commitment to research and development and state-of-the-art manufacturing keeps us firmly at the forefront of technology.

For over 35 years, Marsh-McBirney has provided innovative and award winning flow instrumentation for the industrial and municipal markets. With more than 27 years of experience and cutting-edge technology, Sigma is a worldwide leader in the design and manufacture of innovative flow, sampling, rain and water quality instruments, communication products and data management software. The combined strengths of Hach's Sigma and Marsh-McBirney flow meters provide our customers with over 70 years of flow experience.

### Data Delivery Services (DDS)

*High-level Description of Services:* Hach proposes to install for Customer a collection system flow metering network utilizing open channel flow meters and tipping bucket rain gauges (optional) equipped with wireless data transmission. Data shall be delivered via a web server application. This enables the Customer to share data across a network (or the Internet) to operating workstations with common internet browser software.

Data is presented to the Customer using Hach's FSDATA web application. FSDATA allows the Customer to analyze data and generate reports directly within the application. Additionally, FSDATA allows the Customer to export data to be utilized in other software packages. All access to data in FSDATA is controlled by password permissions.

Meter sites shall be selected by the Customer, after reviewing the collection system maps and preliminary field inspection of any sanitary sewer overflow (SSO) locations. Each monitoring site shall be selected so that the footage of the collection system upstream of the meter can be isolated, i.e., for the purposes of determining extraneous infiltration/inflow and for various engineering analysis. All meter sites shall be reviewed by Hach prior to installation.

### 95% Up-time Guarantee:

All Hach Data Delivery Services projects include a 95% up-time guarantee (subject to Hach's limited warranty). This guarantee ensures that the instruments deployed for each individual site within the scope of your project will function properly for at least 95% of the time in a given month. In the event that a given meter does not meet that minimum level of up-time, your data from that site for that month is free.

## Details Regarding Equipment and Services

### Measurement Instrumentation

**Instrument Selection:** Selection of the appropriate measurement technology to perform flow monitoring is critical to obtaining accurate data. Hach Company's portfolio of Flow measurement instruments allows maximum flexibility in determining the appropriate instrument to match the specific site conditions. All instrumentation utilized in fulfillment of this contract is designed, manufactured, and supported directly by Hach Company. Instrument specifications are included in the "Specifications of Flowmeter Equipment" section of this document.

**Equipment and Factory Calibration:** Flowmeter Equipment and accessories are stored at our factory at all times. Prior to storage, all meters are cleaned and checked for proper operation. Prior to shipment to a project, all meters are visually checked and calibrated to NIST traceable standards.

### Communications and Security

**Secure Data:** Hach Data Delivery Services take full advantage of the security features provided by the isolated Hach Web server, such as CRC checking of transferred data, firewall protection, and control of Customer access according to their assigned Server Verification Code (SVC). In addition, Hach Data Delivery Services offers control of the contents of each page according to the Customer's authorization.

**Remote Telemetry Unit (RTU) Communications:** The RTU/flow meter communicates with the host computer to:

- Transfer instrument data
- Initiate alarms for user-defined events
- Reconfigure computations, schedules and site parameters
- Perform clock maintenance

**Communication Methodology:** The RTU configured with a 1xRTT or GSM cellular modem automatically transfers data to the host computer following each flow measurement, then powers off the modem between calls. This effectively provides near real time flow data on the network while minimizing energy consumption. A data call following a flow measurement over the cellular network consists of two IP data packets; one from the RTU to the host; the second from the host to the RTU confirming valid receipt of error free data. The contents of the RTU packet will include the level, velocity, flow, and rainfall (if applicable) for all measurements since the previous data call. The battery voltage and any alarm messages shall also be included.

**Data Security:** Wireless cellular data occurs between specific IP addresses. The RTU generates data calls only to pre-programmed IP addresses, and never answers incoming, unsolicited calls from unknown IP addresses. Similarly, the host computer firewall accepts data calls only from RTUs with known IP addresses transferred over the cellular network.

### Services

**Installation and Maintenance Services.** Hach agrees to install and maintain the Flowmeter Equipment in and around Customer's designated sewer manholes and effluent discharge areas (each a "Monitoring Site") for the fees and expenses set forth on the Service Order Form. Customer agrees to provide to Hach secure, safe and free access as Hach requires during the term of the engagement to each Monitoring Site for the purpose of installing, maintaining and retrieving the Flowmeter Equipment and



to provide the Data Delivery and data storage Services. Customer shall not, nor shall it permit others to access the Flowmeter Equipment for any reason. Customer is responsible for risk of loss or damage to the Flowmeter Equipment installed in or around Customer's Monitoring Site(s). Customer agrees that in the event the Flowmeter Equipment sustains loss or is damaged, whether or not such loss or damage is Customer's fault, Customer will pay Hach the full cost of replacement of such Flowmeter Equipment including the cost of labor, if any, required for the removal of damaged Flowmeter Equipment and for the replacement installation.

***Meter In-Situ Calibration:*** Hach agrees to perform in-situ calibrations. A velocity profile shall be taken using a portable velocity meter and shall be recorded on the velocity profile worksheet. The average velocity determined by the velocity profile is compared to the velocity measured by the Flowmeter equipment. Also, the depth of flow shall be physically measured and compared against the depth measured by the Flowmeter equipment. The depth measurement of the Flowmeter equipment is adjusted to the depth measured manually and then verified that the depth has not changed.

***Data Access and Storage Services.*** Hach agrees to develop a Customer-specific web page on Hach's Data Delivery Services web site(s) ("Customer's Web Page"), accessible only by Hach and its suppliers, Customer, Customer's Administrator and Authorized Customer Users, through which Customer Data may be accessed by Customer. Hach agrees to make all Customer Data collected by the Flowmeter Equipment at the Monitoring Sites accessible to Customer through Customer's Web Page, via a commercial digital wireless network or otherwise in Hach's sole discretion.

***Meter Repairs and Maintenance:*** All repairs and maintenance, including battery replacement, to the flow meters and rain gauges shall be the responsibility of Hach. Any costs associated with repairs and/or maintenance shall be paid by Hach and will not be incurred by the Customer.

***Service Levels.*** Subject to all limitations of liability contained herein, Hach will endeavor to provide Customer with access to Customer's Web Page twenty-four (24) hours a day, Monday through Sunday, excluding periods of routine planned maintenance and upgrade services (the "Routine Window") and emergency services, with ninety-five percent (95%) uptime. Such periods are subject to change upon notice to Customer. Hach shall provide maintenance and upgrades to the Data Delivery Services, including Customer's Web Page, during the Routine Window unless deferral of such maintenance or upgrades would materially and adversely affect the performance or security of the Data Delivery Services, Hach's network, data center or other customers. Hach shall endeavor to perform such maintenance or upgrades in such a manner so as to not adversely impact Customer's use of the Data Delivery Services. To the extent possible, Hach shall notify Customer as far in advance as practicable of any maintenance or upgrades outside the Routine Window. Hach agrees to back up and store flow data collected by the Flowmeter Equipment at Customer's Monitoring Sites ("Customer Data") using industry standard security means. Hach will back up Customer Data on a daily basis and store it during the term of this engagement.

***Data Analysis.*** No consulting or other services are provided by Hach to Customer. Customer acknowledges and agrees that Hach does not review, edit, investigate, confirm or analyze Customer Data or exercise any form of control over Customer Data other than those specific collection and storage services set forth in this Proposal.

## **Customer Responsibilities**

***Site Selection Criteria:*** Selection of the appropriate site to perform flow monitoring is critical to obtaining accurate data. The ideal site will have a straight run of pipe with at least three pipe diameters

upstream and downstream of the probe location, and no dimensional variations that will change the hydraulic characteristics of the flow. Understanding that the probe will generally be placed in close proximity to a manhole, flow direction should not change abruptly going through the manhole, i.e., there should be a straight run through the manhole. The manhole should not have debris, brick or any other objects that might disrupt the flow. There should be a smooth transition through the manhole with flow conditions resembling that of pipe flow; and the incoming pipe invert should be higher than the outgoing pipe invert. The manhole must also be accessible, not only for installation and recovery of the meter, but also for periodic inspections during the flow monitoring period. Flow conditions at the ideal site (prior to installation of the sensor) should have a minimum velocity of 0.75 feet per second. The preliminary list of sites to be utilized in fulfillment of this agreement is listed in Appendix A. In the event that the list of sites is not available at the time the contract is signed, the sites will be mutually documented by a customer representative and the Hach field team. The final list of sites will be reflected in the "As-built" documents attached to each site in FSDATA.

**Customer Administrator.** Customer agrees to designate a single individual (its "Administrator") who shall be Customer's agent in designating those employees of Customer who may, through unique Passwords, Customer IDs or other security means, access Customer's Web Page and Customer Data. Each Customer employee authorized to access Customer's Web Page and to whom a unique Password or Customer ID is assigned and issued shall be an "Authorized Customer User." The Administrator shall be responsible for the relationship between Hach and each Authorized Customer User. Only the Administrator may contact Hach to update Authorized Customer User profiles, approve new and close Authorized Customer User accounts. Hach shall issue and provide to each Administrator all security certificates, passwords and Customer identifications (collectively "Passwords and Customer IDs") for distribution to Authorized Customer Users. Customer shall keep full and accurate records of all issued, active and inactive passwords and Customer IDs. The right to use passwords or Customer IDs terminates immediately upon the earlier of termination of the engagement or an Authorized Customer User authorization to access Data Delivery Services. Customer is responsible for issuing, administering, updating and ensuring that proper security measures are in effect with respect to all Passwords and Customer IDs. Customer is solely responsible for monitoring, supervising and terminating, when appropriate, its Authorized Customer User access to Data Delivery Services. The use of Passwords and Customer IDs constitutes acts of Customer and Hach may rely upon the instructions, consent given and all action taken, without verifying the identity or authority of any person accessing Data Delivery Services by means of such Passwords and Customer IDs. Although each Authorized Customer User is personally responsible for its use of Data Delivery Services, Customer's Web Page and Customer Data, Customer is responsible for ensuring that its Administrator and each Authorized Customer User is aware of and complies with this Agreement.

**Customer Equipment.** Certain hardware, software and telecommunications and other services and equipment (collectively "Customer Equipment") are required to access and use the Data Delivery Services. Customer is responsible for obtaining, implementing and operating and maintaining all Customer Equipment and bearing all related costs and expenses. Hach does not provide and Customer agrees it is not relying on Hach to provide advice or other assistance in selecting and acquiring Customer Equipment necessary for Customer to access the Data Delivery Services. Hach is not responsible for any change to the Services that may cause Customer Equipment to become obsolete, require modification or alteration or otherwise affect the performance of the Services.



# SPECIFICATIONS OF FLOWMETER EQUIPMENT

## Sensor Overview and Specifications – Flo-Dar™

### Accurate and Reliable Flow Monitoring

The Flo-Dar Area/Velocity Radar Flow Meter provides a revolutionary approach to open channel flow monitoring. The sensor combines advanced Digital Doppler Radar velocity sensing technology with ultrasonic pulse echo depth sensing to remotely measure open channel flow. Flo-Dar provides the user with highly accurate flow measurements under a wide range of flows and site conditions. By measuring the velocity of the fluid from above, Flo-Dar eliminates accuracy problems inherent with submerged sensors including sensor disturbances, high solids content and distribution of reflectors.

Flo-Dar sensor accuracy and long-term stability (up to 3 years without need for site calibration) from low flow depths up to surcharge conditions has been independently verified many times over the years including a formal evaluation by the Alden Research Laboratory, Inc. and recent field evaluations done by municipalities and consulting engineering firms.

During surcharge events Flo-Dar's optional electromagnetic sensor will continue to provide uninterrupted and accurate flow monitoring through dry and wet weather flows without the need for routine sensor cleaning or maintenance.

### Flow Calculation

Method: Based on Continuity Equation,  $Q=V \times A$

Accuracy:  $\pm 5.0\%$  of reading typical where flow is in a channel with uniform flow conditions and is not surcharged.

### Velocity Measurement

Method: Radar

Range: 0.75 to 20 ft/s (0.23 m/s to 6.10 m/s)

Accuracy:  $\pm 0.5\%$ ;  $\pm 0.1$  ft/s ( $\pm 0.03$  m/s)

### Level Measurement

Method: Ultrasonic

Operating Range: 0.25 to 60 in. (0.634 to 152.4cm)

Optional Operating Range: 0 (0 cm) to 224" (5.7M) with 16" dead band), Temperature Compensated

Accuracy:  $\pm 0.25$  in. ( $\pm 0.64$  cm)

### Surcharge Level Measurement

Method: Piezo-resistive pressure transducer

Maximum Range: 138 inches (3.5 meters)

### Surcharge Velocity Measurement

Method: Electromagnetic

Range: -5 to +20 ft/s

## Enclosure

Material: Polystyrene (IP68)

Dimensions: 6.9"W X 16.65"L X 11.7"D (17.5 cm X 42.3 cm X 29.7 cm)

Weight: 10.5 lbs.

Operating Temperature Range: 14°F to 122°F (-10° C to 50°C)

Storage Temperature Range: -40°F to 140°F (-40°C to 60°C)

## Sensor Cable

Material: Polyurethane jacketed

Standard Length: 30 feet

# Hach FL904 Logger

## Overview

The Hach FL904 Logger receives, processes, and transmits the data received from the sensors. Each remote panel transmits level, velocity and flow signals via 1xRTT or GSM packet switched cellular wireless technology. The data is transmitted to the Customer via a password protected secure web application.

The Hach FL904 Logger has storage capacity of 325,000 data points; 1128 days for 3 channels at 15-minute log intervals. The electronics housing material is sealed, watertight PC/ABS structural foam and enclosures are NEMA 6P/IP68 rated. Electronics operating temperature range is between -18 to 60°C (0 to 140°F) at 95% RH. Storage temperature for electronics is -40 to 60°C (-40 to 140°F)

## Data Storage:

Event Log: 1,000 events maximum in non-volatile flash memory

Sample History: 2,000 sample events maximum in non-volatile flash memory

Datalog: 325,000 data points; 1128 days for 3 channels at 15-minute log intervals

## Local Terminal

USB

RS232 (Baud rates: 9600, 19200, 38400, 57600, 115200)

## Power Requirements

8 to 18 Vdc from batteries or external power source, 2.5W max.

## Housing

Dimensions: (W x D x H) 25.4 x 22 x 40 cm (10.0 x 8.7 x 16.0 in.)

Enclosure: PC/ABS structural foam

Environmental Rating: NEMA 6P (IP68)

Weight (Using Model FL900):

4.5 kg (10 lb)—no batteries;

6.3 kg (14 lb)—2 batteries;

8.2 kg (18 lb)—4 batteries

Operating Temperature: –18 to 60°C (0 to 140°F) at 95% RH  
Storage Temperature: –40 to 60°C (–40 to 140°F)

## Hach FSDATA Server software

### Overview

FSDATA web-based flow meter software provides 24/7 access to your unedited flow data. Hach's secure and reliable IT infrastructure provides peace of mind for flow meter data with secure log-ins, redundant power and network connections as well as daily backups.

### Key Features:

- Map view of all sites with visual status
- Summary view of all sites with essential data
- Data viewing in multiple formats, including Hydrographs, scattergraphs, raw data tables
- Easily accessible data statistics, including Average, Minimums, and Maximums
- Calculated Totals for Flow and Rain
- PDF reports, including raw data, data summary, statistics
- Measurement alarms, including High/High, High, Low/Low, Low
- No call alarm alerts Hach's support team and the end user when the cellular modem is unable to complete a call
- Troubleshooting help (reports, diagnostics)

### Data and server security:

- Bidirectional communication encryption using HTTPS
- Modem/server connection is protected with both Firewalls and Intrusion Prevention System
- Key card and Axxess secured access to server

### Data reliability:

- Backups: Daily incremental, Weekly full.
- Disaster Recovery (DR): Standby database hosted on DR site continuously updated from production.

### Server reliability:

- 99.9% uptime target
- Redundant 50 KVA UPS with a minimum of 20 minutes backup time (fully loaded dual-battery string)
- Auxiliary 85 KWatt Katolight Natural Gas-fired Generator with automatic and manual starters
- Power monitoring
- Temperature monitoring and control

## TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE AND DATA DELIVERY SERVICES

### 1. TERMS AND CONDITIONS

These "Terms and Conditions" mean collectively, the terms and conditions contained herein. Any Terms and Conditions originating with Customer are superseded by these Terms and Conditions and shall not be or become part of the contract between HACH COMPANY and Customer unless specifically accepted in a writing signed by a duly authorized officer of HACH COMPANY. HACH COMPANY'S commencement of work shall not be construed as acceptance of an order from Customer containing additional or different terms and conditions. HACH COMPANY shall have no liability to Customer of any nature until Customer signs and delivers to the HACH COMPANY the Service Order Form.

### 2. LIMITED LICENSE

HACH COMPANY grants to Customer during the term hereof a nonexclusive, non-transferable, non-sublicensable, limited, revocable license to access Customer's Web Page solely through HACH COMPANY's network, solely for (a) Customer's internal business operations and (b) accessing Customer Data retrieved from Customer's Monitoring Sites by the Flowmeter Equipment. HACH COMPANY grants no rights other than those granted explicitly herein and reserves and retains for itself and/or its licensors all title, copyright and other proprietary rights in the Flowmeter Equipment, Data Delivery Services and Customer's Web Page, including all updates, custom modifications and derivatives, all of which shall become the property of HACH COMPANY.

### 3. SERVICES

Restrictions and Requirements. Customer is responsible for all activities that occur under its Authorized Customer User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Hach promptly of any such unauthorized use; (iii) adhere to all Customer requirements set forth in the Technical Proposal; and (iv) comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, not use the Data Delivery Services in a manner that would violate any federal or state laws of the United States if conducted therein.

Use Guidelines: Customer shall and shall cause its Administrative and Authorized Customer Users to use the Data Delivery Services solely for its own internal business purposes as contemplated by this Agreement and not that of any third party and shall not: (a) license, sublicense, sell, resell (except as may be expressly permitted by Hach in the Service Order Form, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan Horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the

integrity or performance of the Data Delivery Services, the data contained therein or the web page of other Hach customers; (f) attempt to gain unauthorized access to the Data Delivery Services, its related systems or networks or the web page or data of other Hach customers; or (g) cause or permit the reverse engineering, disassembly or decompilation of the Flowmeter Equipment, Data Delivery Services or of Customer's Web Page. Customer shall not (h) modify, copy or create derivative works based on the Data Delivery Services or Hach technology; (i) create Internet "links" to or from the Data Delivery Services, or "frame" or "mirror" any content forming part of the Data Delivery Services, other than on Customer's own intranets or otherwise for its own internal business use for the purposes set forth in this Agreement; or (j) disassemble, reverse engineer, or decompile the Data Delivery Services or Hach technology, or access it in order to (I) build a competitive product or service, (II) build a product or service using similar ideas, features, functions or graphics of the Service, or (III) copy any ideas, features, functions or graphics of the Service.

### 4. FEES; PAYMENTS; TAXES

Customer shall pay all Fees specified in US dollars. Except as provided below, Fees are non-refundable. HACH COMPANY shall invoice Customer monthly in advance and Customer shall pay HACH COMPANY fees for the Services in the amount and on the following terms, free and clear of, and without any reduction for, any and all taxes (the "Fees"). Fees are due thirty (30) days from the invoice date. Delinquent payments shall bear interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Payments may be applied first against interest and collection costs and then Fees. Customer agrees to pay all late charges imposed and all reasonable expenses (including attorneys' fees) incurred by HACH COMPANY in collecting unpaid or delinquent amounts. If Customer's account is thirty (30) or more days overdue, in addition to any of its other rights and remedies, HACH COMPANY may suspend Customer's access to the Data Delivery Services without liability to Customer.

### 5. ACCEPTABLE USE

HACH COMPANY may, in its sole discretion, restrict, suspend, refuse access and/or terminate the access should HACH COMPANY learn of any violation. Customer shall conform to and comply with all applicable laws, rules, regulations, orders and other governmental requirements, now or hereafter in force, related to the Services.

### 6. TERM AND TERMINATION

This Agreement is effective on the date set forth in the Proposal, and shall continue for the term set forth therein. After the initial term, this Agreement shall continue on a month to month basis at HACH COMPANY's then current applicable rates unless terminated by either party upon thirty (30) days written notice to the other party given prior to the expiration of the applicable term. Either party may terminate this Agreement in the event the Data Delivery Services are not accessible by Customer at least ninety-five (95%) percent of the time during three (3) consecutive months of any term.





Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for thirty (30) days following written notice to the breaching party. The foregoing notwithstanding, HACH COMPANY may terminate immediately upon Customer's breach of Section 8 or upon Customer's second breach of any other Section.

Upon any termination of this Agreement, all rights to access the Data Delivery Services and Customer's Web Page terminate. Customer shall provide to HACH COMPANY secure, safe and free access to the Monitoring Site for the purpose of retrieving the Flowmeter Equipment for a period of ninety (90) days from the date of notice of termination. HACH COMPANY shall have no obligation to refund to Customer any Fees and any unpaid Fees shall immediately be due and payable upon termination. The foregoing notwithstanding, should either party terminate due to the unavailability of the Data Delivery Services as provided in this Section 6 above, Customer shall not be obligated to pay Fees for the pertinent months and if already paid, HACH COMPANY agrees to refund to Customer Fees paid during the period of unavailability. The foregoing shall be HACH COMPANY's sole obligation and Customer's exclusive remedy for unavailability of the Data Delivery Services. HACH COMPANY may destroy all backup and stored Customer Data within thirty (30) days of the expiration or termination of this Agreement. Termination of this Agreement for cause shall not limit HACH COMPANY from pursuing other remedies available to it, including equitable relief, nor shall such termination relieve Customer of its payment obligations hereunder.

#### **7. OWNERSHIP OF FLOWMETER EQUIPMENT**

Customer acknowledges and agrees that the Flowmeter Equipment and all hardware, software and other equipment of any nature comprising and/or utilized by HACH COMPANY in the delivery of the Services or otherwise supplied to Customer is and remains the sole and exclusive property of HACH COMPANY and its suppliers. The Flowmeter Equipment, Customer's Web Page, Data Delivery Services, including all Intellectual Property Rights therein, created or developed under this Agreement are, will be and remain the sole and exclusive property of HACH COMPANY and/or its licensors or suppliers. For purposes herein, "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible (A) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (B) trademark and trade name rights and similar rights; (C) trade secret rights; (D) all Data Delivery Services data, content, software, text, typefaces, graphics, and any other documents or information of any kind relating to Data Delivery Services and Customer's Web Page including selection and arrangement of materials therein and "look and feel" thereof (but excluding Customer Data); (E) patents, designs, algorithms and other industrial property rights; and (F) all other intellectual and industrial property rights, whether arising by operation of law, contract, license, or otherwise. Neither Customer, its employees, Administrator, Authorized Users nor agents shall assert or claim any

ownership interest in the Services, the Flowmeter Equipment, Data Delivery Services, or Customer's Web Page.

#### **8. NON-DISCLOSURE OF INFORMATION**

Customer Data is confidential and proprietary information to Customer. HACH COMPANY acknowledges that it will have access to Customer Data in the course of providing the Services and agrees to hold Customer Data in confidence and not to release or give access to Customer Data to any third party unless such individual or entity has a need for such knowledge to perform Services in the furtherance of this Agreement. HACH COMPANY further agrees not to make use of Customer Data for its own benefit or for the benefit of any third parties, other than for the performance of this Agreement. Notwithstanding the foregoing, HACH COMPANY may retain Customer Data for the purpose of analysis and research and to aggregate it with that of other HACH COMPANY customers for statistical analysis, trends or other industry-related purposes so long as such use does not result in the identification of Customer.

The Flowmeter Equipment and all components thereof, such as the Flo-Dar appliance, antennae, related software and documentation, Data Delivery Services technology and architecture, terms of this Agreement, Service Order Form including pricing, and any information that comes into Customer's possession or knowledge in connection with HACH COMPANY's interests, including without limitation its methods, equipment, financials, or marketing and sales information (collectively "HACH COMPANY Confidential Information") consists of confidential and proprietary information of HACH COMPANY, its affiliates, licensors, or third parties. Customer agrees to hold HACH COMPANY Confidential Information in confidence and agrees not to release such information to any individual whether employee, subcontractor or subcontractor employee, unless such individual has a need for such knowledge for the performance of this Agreement. Customer further agrees not to make use of HACH COMPANY Confidential Information for its own benefit or for the benefit of any third parties other than as specifically required in the performance of this Agreement.

The above limits on disclosure do not include information which the receiving party can prove (A) is or becomes known publicly without its fault; (B) is learned by it from a third party entitled to disclose the information; (C) is already known to it before receipt from the disclosing party; or (D) is independently developed by it.

In the event of any breach of these confidentiality obligations, each party acknowledges that the non-breaching party would be irreparably injured and shall be entitled to seek equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement.

Upon termination of this Agreement, such Confidential Information shall, upon request of the party who disclosed the information, be returned thereto or permanently destroyed.

The terms of this Section shall survive the termination of this Agreement.

**9. REPRESENTATIONS AND WARRANTIES**

HACH COMPANY warrants that the Services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care and to "Services" section of this Agreement.

HACH COMPANY DOES NOT GUARANTEE THE AVAILABILITY OF THE DATA DELIVERY SERVICES OR THAT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. HACH MAY INTERRUPT, LIMIT, SUSPEND OR TERMINATE THE DATA DELIVERY SERVICES FROM TIME-TO-TIME FOR MAINTENANCE UPGRADES OR ANY REASONABLE PURPOSE PROVIDED THAT WHEN PRACTICABLE HACH COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER IN ADVANCE.

CUSTOMER'S EXCLUSIVE REMEDY AND HACH COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SPECIFIC NON-CONFORMING SERVICE.

HACH COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to HACH COMPANY that: (A) it owns or has the right to permit HACH COMPANY to access its Monitoring Sites and surrounding areas for installation, maintenance and retrieval of the Flowmeter Equipment; (B) it, its Administrator and Authorized Customer Users shall comply with all terms and conditions and policies for use of the Data Delivery Services.

Customer shall and hereby agrees to defend, indemnify and hold HACH COMPANY and its affiliates, suppliers and licensors harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that HACH COMPANY had no right or authority to access the Monitoring Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with applicable laws. Customer's obligations hereunder do not apply to the extent of damages directly caused by the gross negligence of HACH COMPANY.

**10. LIMITATION OF LIABILITY**

**IN NO EVENT SHALL HACH COMPANY, ITS AFFILIATES, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE TO**

**CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, OR FOR CORRUPT OR UNAVAILABLE CUSTOMER DATA, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY, EVEN IF HACH COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE SERVICE ORDER UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO THE LIABILITY. CUSTOMER HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND HACH COMPANY AGAINST ANY THIRD PARTY CLAIM.**

THE FOREGOING LIMITATION OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**11. INITIAL DISPUTE RESOLUTION/JURY WAIVER**

All disputes shall be referred to the parties' respective representative designated by each party. If such designated representative(s) are unable to resolve the dispute within seven (7) business days, the parties shall submit the dispute to a senior executive from each party for resolution. Thereafter if the dispute remains unresolved for an additional seven (7) day period, the parties may pursue resolution through any lawful means.

**12. GENERAL**

(a) As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

(b) This Agreement shall be governed by the laws of the State of Colorado without giving effect to principles of conflict of laws and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of Colorado and agree that, subject to HACH COMPANY's right to seek equitable relief in any court of competent jurisdiction, the courts within Colorado shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement. The United Nations Convention on the International Sale of Goods shall not apply.

- (c) Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing in the Proposal. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.
- (d) The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.
- (e) Neither this Agreement nor any license granted hereunder may be assigned by Customer without the prior written consent of HACH COMPANY which may be withheld for any reason and any such assignment is void.
- (f) The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections.
- (g) If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances shall be valid and shall be enforced to the fullest extent permitted by law.
- (h) HACH COMPANY shall have no liability for delays, failure in performance or damages due to fire, explosion, terrorism, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, inability to secure materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers or any other causes beyond HACH COMPANY's control.
- (i) Customer agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Hach Intellectual Property Rights nor any direct product thereof are (a) exported directly or indirectly, in violation thereof; or (b) are intended to be used for any purposes prohibited thereby.
- (j) The definitions wherever located and any other provisions or terms that by their nature should survive, shall survive the expiration or termination of this Agreement.
- (k) Any claim by a Customer arising out of or in connection with this Agreement shall be brought within one (1) year of the date on which the claim first arose. In the event any legal action is taken by either party to enforce the terms of this Agreement, the non-prevailing party shall pay all related court costs and expenses, including without limitation, the prevailing party's reasonable consultants' and attorneys' fees.
- (l) In dealings between HACH COMPANY and Customer, HACH COMPANY shall be entitled to rely upon any assent by a person using its assigned Password and User ID.
- (m) HACH COMPANY shall have the right, upon reasonable notice to Customer and during normal business hours, to periodically conduct an audit of Customer's usage, subject to the confidentiality provisions of this Agreement, in order to verify Customer's compliance with this Agreement.
- (n) HACH COMPANY may disclose that Customer is approved to conduct or is conducting business through the Data Delivery Services and may provide a brief description of Customer's business and appropriate Customer contact information to current and potential customers, other customers, HACH COMPANY suppliers and/or in marketing and advertising material promoting HACH COMPANY, Flo-Dar and/or Data Delivery Services.
- (o) These Terms and Conditions and any written modifications thereto contained in a HACH COMPANY Service Order Form executed by both parties, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, discussions or agreements, oral or written, between Customer and HACH COMPANY. This Agreement may only be amended by an instrument in writing signed by Customer and HACH COMPANY.

# APPENDIX A: CUSTOMER/PROJECT DETAILS

**Requested start date:**

**Customer Administrator:**

Name: Email:

**Customer Authorized Users:**

Name: Email:  
Name: Email:  
Name: Email:  
Name: Email:  
Name: Email:

**List sites of sites in best details available – Street Address/Intersection,  
Latitude/Longitude, Etc.**





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 23, 2013

SUBJECT: Consider, discuss and act upon an agreement between Schneider Engineering and the City of Farmersville to act as a consultant to negotiate electric power contracts

- Agreement with Schneider Engineering is attached for review

**ACTION: Approve or disapprove agreement as presented.**



**PROFESSIONAL SERVICES AGREEMENT  
POWER SUPPLY PLANNING AND FINANCIAL SERVICES  
CITY OF FARMERSVILLE**

**JULY 23, 2013**

**PROFESSIONAL SERVICES AGREEMENT**

CITY OF FARMERSVILLE as CLIENT engages SCHNEIDER ENGINEERING, LTD. as ENGINEERING SERVICES PROVIDER (ENGINEER) to perform professional services for the assignment described as follows:

- I. **SERVICES:** ENGINEER agrees to perform services in conformance with the following descriptions, definitions, terms and conditions.

SEE ATTACHED PROPOSAL FOR DETAILED SCOPE OF SERVICES FOR:  
**POWER SUPPLY PLANNING**

- II. **COMPENSATION:** The ENGINEER'S periodic compensation will be a charge for a percent complete basis of the total project lump sum or based on an hourly cost for the work performed. The ENGINEER shall maintain accurate records of all expenditures with respect to the services performed under this Agreement. The records of expenditures shall be maintained in sufficient detail to serve as a basis for preparation of invoice statements of ENGINEER'S fees and as a basis for the CLIENT'S approval of such invoice statements. The ENGINEER shall submit an invoice statement to the CLIENT twice a month for all compensation due hereunder.
- III. **PAYMENTS:** The CLIENT shall pay the ENGINEER within thirty (30) days after approval of such invoice statements by the CLIENT. Invoice statement payments paid after thirty (30) days from the date of the invoice statement will be assessed a 1.5% per month late charge.
- IV. **TERMINATION:** This agreement may be terminated without cause at any time prior to completion of ENGINEER'S services by CLIENT or by ENGINEER upon seven (7) days' written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except CLIENT shall pay ENGINEER the full amount specified in paragraph II, with respect to any SERVICES performed to the date of the termination.
- V. **INSURANCE:** The Engineer will procure and maintain at Engineer's expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by Engineer or Engineer's agents, subcontractors or employees. Before commencing the work the Engineer will furnish to the City a certificate or certificates in form satisfactory to the City, showing that Engineer has complied with this paragraph. All certificates will provide that the policy will not be changed or canceled until at least 30 calendar days written notice will have been given to the City. Commercial general liability insurance and motor vehicle insurance will be written with the City of Farmersville, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

(a) Workman's compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

(b) Public liability insurance covering all operations under this contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

(c) Automobile liability insurance on all motor vehicles use in connection with the contract, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence and property damage limits of \$1 million for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

(d) Professional liability insurance of not less than \$1 million each occurrence and \$2 million aggregate.

(e) The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the CLIENT. The ENGINEER shall furnish the CLIENT a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the CLIENT of any cancellation or material change in the insurance.

V. **INDEMNITY AGREEMENT:** The Engineer shall, to the fullest extent permitted by law, indemnify and hold harmless the Client; Client's officers and employees; agents and sub-consultants from and against all damage, liability and cost including reasonable attorney fees and defense costs, arising out of or in anyway connected with the performance by any of the parties above named of the services under this Contract, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Client, Client's officers, agents or sub consultants.

VI. **CONFIDENTIAL INFORMATION:** It is understood that the ENGINEER may be dealing with confidential information and/or documents which are the CLIENT'S property, used in the course of its business. The ENGINEER agrees, during term of this agreement and at all times thereafter, not disclose to anyone, directly or indirectly, any of such confidential information and/or documents , or use them other than in the course of work under the Engineering Services Contract without the CLIENT'S written consent.

VII. **MISCELLANEOUS:**

(a) The ENGINEER shall comply with all applicable statutes pertaining to engineering.

(b) The ENGINEER warrants that the firm of Schneider Engineering Ltd. possesses a current Certificate of Registration (Number F-001594) issued to the firm by the Texas Board of Professional Engineers.

VIII. **AUTHORIZATION:** Each individual executing this Agreement on behalf of the CLIENT or ENGINEER, by this execution, acknowledges that he is duly authorized to commit the CLIENT or ENGINEER to this Agreement.

**CITY OF FARMERSVILLE  
CLIENT**

By: \_\_\_\_\_  
Mr. Ben White  
City Manager

**SCHNEIDER ENGINEERING, LTD.  
ENGINEER**

By: \_\_\_\_\_  
Mr. Lance Pettigrew, P.E.  
Vice President



**PROPOSAL FOR POWER SUPPLY PLANNING | CITY OF FARMERSVILLE**

**JULY 12, 2013**

**Client:** City of Farmersville  
**Proposal:** Power Supply Planning  
**Scope of Work:** Procurement of full requirements energy supply

Scope of work shall include the following:

- Identify different structures of contracts and supply arrangements and their costs and benefits for full requirements energy supply.
- Solicit proposals and pricing for full requirements energy supply.
- Review and negotiate final contract for full requirements energy supply with preferred supplier.
- Facilitate and coordinate transition to new energy supply contract.
- Present all interim and final reports and contracts to staff and the City Council as requested.

**Compensation:**

The project fees will be billed based on hourly fees for actual work performed, plus reimbursable expenses. The cost for this project is estimated to be **\$15,000** plus reimbursable expenses.

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 23, 2013

SUBJECT: Consider, discuss and act upon calling a public hearing on August 27, 2013 to consider amending the City's Land Use Assumptions, Capital Improvement Plan, and Impact Fees

- The Texas Local Government Code requires a Public Hearing be scheduled to hear comments from the public on the amendments to the Impact Fees

**ACTION: Schedule public hearing as required.**





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 23, 2013

SUBJECT: Consider, discuss and act upon an amendment with Collin County for Jail Services

- Amendment with Collin County is attached for review
- Costs for jail services will be equivalent to last year and confirmed for the budget

**ACTION: Approve or deny the amendment as presented.**





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 23, 2013

SUBJECT: Consider, discuss and act upon health insurance agreements with TML Intergovernmental Employee Benefits Pool

- Insurance Plan agreements are attached for review
- City Manager Ben White recommended approval

**ACTION: Approve or deny the agreements as presented.**



PLAN YEAR 2013 - 2014

## HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLAN

### City of Farmersville

Resource	Contact Information	Accessible Hours
TML Intergovernmental Employee Benefits Pool 1821 Rutherford Lane, Suite 300 Austin, Texas 78754		
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	<a href="https://tmliebp.org/">https://tmliebp.org/</a>   select "Contact Us"   click on "Send a secure e-mail to Customer Service"	8:30 AM - 5:00 PM Central
TML IEBP Internet Website:	<a href="http://www.mytmliebp.org">www.mytmliebp.org</a>	Twenty-four (24) hours
Medical Authorizations:	(800) 847-1213	8:30 AM - 5:00 PM Central
Prescription Authorizations:	(888) 871-4002	
Professional Health Coaches:	(800) 818-2822	
Spanish Line:	(800) 385-9952	
Where to Mail Paper Medical Claims:	TML Intergovernmental Employee Benefits Pool PO Box 149190 Austin, Texas 78714-9190	N/A
Where to Mail Paper Prescription Claims:	Restat Patient Reimbursement 11900 W. Lake Park Drive Milwaukee, WI 53224	N/A

## Article I

### Introduction

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#### 1.1 Establishment of Plan

The City of Farmersville hereby adopts the TML Intergovernmental Employee Benefits Pool Health Reimbursement Arrangement (HRA) Plan (the "Plan") effective 10/1/2013 (the "Effective Date") as established by the TML Intergovernmental Employee Benefits Pool for adoption by Member political subdivisions of the Risk and Non-Risk members of the Pool. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is intended to permit an Eligible Employee to obtain reimbursement of Eligible Medical Care Expenses on a nontaxable basis from the HRA Account.

#### 1.2 Legal Status

This Plan is intended to qualify as an employer-provided medical reimbursement plan under Code §§105 and 106 and regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. The Medical Care Expenses reimbursed under the Plan are intended to be eligible for exclusion from participating employees' gross incomes under Code § 105(b).

## Article II

### Definitions

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#### 2.1 Definitions

"Administrator" means TML Intergovernmental Employee Benefits Pool.

"Adopting Employer" means a political subdivision thereof that adopts this Plan by completing and executing an Adoption Agreement.

"Adoption Agreement" means the separate agreement, or portions thereof, completed and executed by an Adopting Employer setting forth the Adopting Employer's selection of options under the plan.

"Benefits" means the reimbursement benefits for Medical Care Expenses described under Article VI.

"Claims Administrator" means the entity designated by and under contract with the Plan Administrator to perform certain administrative functions with respect to the Plan, including, but not limited to, claims administration and recordkeeping. If no such entity is designated by the Plan Administrator, the Plan Administrator shall serve as the Claims Administrator.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compensation" means the wages or salary paid to an Employee by the Employer.

"Covered Individual" means a Participant, Spouse or Dependent.

"Dependent" means any individual who is enrolled on the Health Benefits Plan and is also a tax dependent of the Participant as defined in Code § 152, with the following exception: any child to whom Code § 152(e) applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year) is treated as a dependent of both parents.

Notwithstanding the foregoing, the HRA Account will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent."

**"Effective Date"** of this Plan has the meaning described in Section 1.1.

**"Eligible Employee"** means an Employee who works for the Employer on a regular basis in the usual course of the Employer's business. To be considered an Eligible Employee, the person must work at least twenty (20) hours per week, and must receive all benefits of an Employee, including but not limited to vacation, sick leave and pension. An Eligible Employee who is on paid or unpaid leave under the Family and Medical Leave Act of 1993 (FMLA) will be considered an active Eligible Employee for the purposes of this Plan. An elected official while holding office is considered an Eligible Employee for purposes of this Plan.

**"Employer"** means TML Intergovernmental Employee Benefits Pool or any related Member Employer that adopts this Plan with administrative approval of TML Intergovernmental Employee Benefits Pool.

**"Employment Commencement Date"** means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

**"Employer Contribution"** means a non-elective contribution in an amount not less than \$25.00 per employee per month made by the Adopting Employer on behalf of each Participant in the Plan. The Employer contribution is an amount that has not been actually or constructively received by the Participant, and it is made available to the Participant exclusively for reimbursement under the Plan.

**"Enrollment Form"** means any form that may be provided by the Administrator for the purpose of allowing an eligible Employee to participate in this Plan.

**"FMLA"** means the Family and Medical Leave Act of 1993, as amended.

**"Health FSA"** means a Health Flexible Spending Arrangement as defined in Prop. Treas. Reg. § 1.125-2, Q/A-7(a).

**"Health Benefits Plan"** means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a group or partially self-funded health plan(s).

**"Health Care Expense"** shall not include any expense not described as an eligible HRA expense in IRS Revenue Ruling 2002-41 and IRS Notice 2002-45. If Health Care Expense is defined to include health insurance premiums and the adopting Employer sponsors a cafeteria plan, Health Care Expense shall not include premiums that may be paid on a pre-tax basis in accordance with the terms of such cafeteria plan, which may include premiums for major medical coverage provided by the Employer and premiums for coverage under an insurance contract, health maintenance organization agreement, or other benefit agreement providing coverage issued on a non-group, individual basis.

**"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**"HRA"** means a Health Reimbursement Arrangement as defined in IRS Notice 2002-45.

**"HRA Account"** means the HRA Account described in Section 6.4.

**"HSA"** means a Health Savings Account held in conjunction with a High Deductible Health Plan as described in 26 U.S.C §223.

**"Medical Care Expenses"** has the meaning defined in Section 6.2.

**"Open Enrollment Period"** with respect to a Plan Year means a period of time at some point preceding the Plan Year, or such other period as may be prescribed by the Administrator.

**"Participant"** means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III.

**"Period of Coverage"** means the plan year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the plan year following the date participation commences; and (b) for Employees who terminate participation, it shall mean the portion of the plan year prior to the date participation terminates, as described in Section 3.2. A different Period of Coverage (e.g., monthly) may be established by the Administrator and communicated to Participants.

**"Plan"** means the TML Intergovernmental Employee Benefits Pool HRA Plan as set forth herein and as amended from time-to-time.

**"Plan Year"** means the twelve (12) month period beginning and ending as indicated in the Adoption Agreement. The initial Plan Year may be a "short" Plan Year beginning and ending as indicated in the Adoption Agreement.

**"Protected Health Information"** shall have the meaning described in 45 C.F.R. § 160.103 and generally includes individually identifiable health information held by, or on behalf of, the Plan.

**"QMCSO"** means a qualified medical child support order, as defined in ERISA § 609(a).

**"Spouse"** means an individual who is enrolled on the Health Benefits Plan and is also legally married to a Participant under the laws of any state, who is the opposite gender from the Participant.

**"USERRA"** means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

## Article III

### Eligibility and Participation

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#### 3.1 Enrollment Requirements

The names, social security numbers, sexes and birth dates of all persons in a family enrolling in the Plan will be provided to the Administrator on an enrollment form or a change form signed and dated by the Participant and Employer and received by the Administrator.

**a. Employees**

To receive coverage, TML IEBP must receive enrollment information within 31 days of the commencement of employment with the Employer regardless if the employer has a waiting period, or within 31 days of the date the Employer first offers coverage. Upon timely enrollment, an Eligible Employee's coverage will begin the later of:

1. the date the Eligible Employee became an Active Employee of the Employer working at least 20 hours per week; or
2. the date the Eligible Employee completes any waiting period established by the Employer.

Eligible Employees must enroll within the initial enrollment period or wait until the next Open Enrollment period.

**b. Dependents**

To cover Dependents under the Health Reimbursement Arrangement, at the time of initial enrollment or during an Open Enrollment period, a Participant must furnish to the Administrator, in writing, the names of his or her Dependents eligible to receive benefits under the HRA Plan. Coverage for Dependents enrolled at the time of initial enrollment will be effective on the same date that the Participant's coverage is effective. Coverage for Dependents enrolled during an open enrollment period will be effective on the first day of the Plan Year following the open enrollment period.

During the Plan Year, certain qualifying events will permit a Participant to add a Dependent(s) other than during an Open Enrollment period. The Participant must add a Dependent(s) within 31 days of the qualifying event and must submit documentation of the qualifying event to the Administrator, when requested or wait until the next Open Enrollment period. Coverage for Dependents enrolled within 31 days of a qualifying event will be effective the first day of the month following the Administrator's receipt of an approved enrollment form and any required documentation. Except, in the case of a newborn child, the Participant has 60 days from the child's date of birth to add the child, and, when enrolled within 60 days, coverage for the newborn child will be effective on the child's date of birth.

Qualifying events are:

1. Marriage;
2. Birth, adoption or placement for adoption of a child;
4. Qualifying for or losing eligibility under Medicaid or SCHIP;
5. Termination of a Spouse's employment;
6. Change from full-time to part-time of the Spouse's employment;
7. An unpaid leave of absence from the Spouse's employment;
8. A significant increase (i.e., an increase of at least 10%) in the cost of health coverage under the Spouses Employer-sponsored health plan; and
9. Any other qualifying described by federal regulation.

**c. Mentally or Physically Handicapped Children**

If a child of a covered individual attains the age of twenty-six (26) (at which time coverage would normally terminate) but the child is mentally or physically incapable of supporting themselves and primarily dependent upon you for support, coverage may be continued. You must submit satisfactory proof of the child's incapacity to the Group Benefits Administrator within thirty-one (31) days of the date the child attains the age of twenty-six (26). Coverage may continue for such child as long as the incapacity continues, subject to payment of the required contribution and all other terms of the Plan.

The Group Benefits Administrator may require satisfactory proof of the continued incapacity documented as a disability by the Social Security Administration (SSA). The Group Benefits Administrator may have a physician examine the child or may request proof to confirm the incapacity, but not more often than once a year. If you fail to submit proof when reasonably required or refuse to allow the Group Benefits Administrator to have the child examined, then coverage for the child will terminate.

**d. Active Duty Reservists**

If covered by the plan as an employee at the time of call to active duty, participants who are active duty reservists or guard members and their covered Dependents can maintain eligibility on the HRA Plan for up to 24 months. The date on which the Participant's absence begins is the qualifying event for COBRA Continuation of Coverage to be offered to the reservist or guard member. If a fire fighter or police officer employed by a Texas municipality is called to active duty for any period, the employing municipality must continue to maintain any health, dental or life coverage received through the date the fire fighter or police officer was called to active military duty until the municipality receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, TML Intergovernmental Employee Benefits Pool will follow the time guidelines for COBRA under 42 U.S.C.A. 300bb-1 *et seq.* To qualify for this coverage, the Participant must give written notice to the Employer within 60 days of the qualifying event. The Employer must notify TML Intergovernmental Employee Benefits Pool that a Participant has been called to active duty and submit a copy of the Employer's Active Reservist Policy.

Under 38 USCA § 4316, an employee who is called for military leave may have rights to COBRA Continuation of Coverage for up to twenty-four (24) months and a right to reemployment once he/she is discharged from active military service.

If the Participant will be on active duty for 31 days or less, the Employer will keep the Participant on the plan with no change in coverage. If the Participant will be on active duty for more than 31 days, the Employer will notify TML Intergovernmental Employee Benefits Pool of the qualifying event and submit a copy of the employee's written order for call to duty.

If TML Intergovernmental Employee Benefits Pool administers COBRA Continuation of Coverage, Employer must notify TML Intergovernmental Employee Benefits Pool by sending a Qualifying Event Notice and mark the qualifying event "Called to Active Duty" and attach a copy of the employee's written order for the call to duty. If the Employer administers its own COBRA Continuation of Coverage, the Employer must notify TML Intergovernmental Employee Benefits Pool of the termination if call to active duty is more than thirty-one (31) days. The Employer is responsible for all required notices.



Section 143.072, Texas Local Government Code may require an employer to "continue to maintain" coverage on a police officer or fire fighter while he/she is on military leave if the employer has adopted civil service requirements and the leave has been approved by the Fire Fighters' and Police Officers' Civil Service Commission. This section only applies if the employer meets the requirements of Chapter 143 of that Code, including having a population of 10,000 or more and voted to adopt the applicable provisions of the law.

For the Participant to return to the HRA plan and continue his or her benefits with no waiting period, the Participant must return to work within the time periods required by state and federal law for such return.

The additional 2% contribution for COBRA Continuation of Coverage is not charged for (1) a Participant called to active duty or (2) a surviving spouse or dependent who continues coverage pursuant to Chapter 615, Texas Government Code.

### 3.2 Termination Date of Coverage

Information concerning rights to COBRA Continuation of Coverage is in the section of this Plan on COBRA Continuation of Coverage.

#### a. Participant Coverage

Coverage will terminate on the earliest of:

1. the date this Plan terminates coverage with the employer;
2. the date the Employer is no longer participating under this Plan; or
3. upon Employee termination, the terminated Employee has continued access to the HRA as specified in c. below, and in compliance with regulatory guidelines.

#### b. Dependent Coverage

Coverage will terminate on the earliest of:

1. the end of the month the covered individual's employment terminates, if contributions are paid, or the date the covered individual ceases to be an active, benefit eligible Employee;
2. the end of the month in which a Dependent no longer meets the definition of Dependent under this Plan;
3. the date this Plan terminates coverage with the employer;
4. the date the dependent becomes enrolled in Medicaid;
5. the end of the month in which a dependent child attains age twenty-six (26);
6. the date the Employer is no longer participating under this Plan; or
7. the end of the month the Participant voluntarily drops Dependent coverage.

Coverage for a Dependent cannot extend beyond the date coverage for the benefit eligible Employee ends, unless required by Section 615.071 of Chapter 615 of the Government Code for survivors of certain employees described in Section 615.003 of the Chapter who are killed in the line of duty

#### c. Termination of Coverage

Coverage may terminate as follows:

1. The end of the month in which the Covered Individual voluntarily drops coverage.
2. If an Employee terms with the Employer the HRA funds may be accessed as a COBRA benefit. To access the HRA funds under the COBRA benefit, the COBRA participant will have to make an HRA deposit monthly per the HRA funding requirements that the Employer has implemented. If the Employer charges a 2% administrative fee on the COBRA services the COBRA participant will have to pay the HRA monthly deposit requirement plus 2%. At this time the HRA COBRA benefit can be accessed without accessing COBRA on the Medical Plan.
3. Upon expiration any COBRA benefit coverage, any remaining HRA funds held for that Participant revert to the Employer.
4. If the Employee elects to draw pension benefits through the retirement plan of the Employer, following a rollover of HRA funds to a Retiree Reimbursement Arrangement (RRA) if such an RRA program has been established by the Employer.

Section 143.072, Texas Local Government Code may require an employer to "continue to maintain" coverage on a police officer or fire fighter while he/she is on military leave if the employer has adopted civil service requirements and the leave has been approved by the Fire Fighters' and Police Officers' Civil Service Commission. This section only applies if the employer meets the requirements of Chapter 143 of that Code, including having a population of 10,000 or more and voted to adopt the applicable provisions of the law.

For the Participant to return to the HRA plan and continue his or her benefits with no waiting period, the Participant must return to work within the time periods required by state and federal law for such return.

The additional 2% contribution for COBRA Continuation of Coverage is not charged for (1) a Participant called to active duty or (2) a surviving spouse or dependent who continues coverage pursuant to Chapter 615, Texas Government Code.

### 3.2 Termination Date of Coverage

Information concerning rights to COBRA Continuation of Coverage is in the section of this Plan on COBRA Continuation of Coverage.

#### a. Participant Coverage

Coverage will terminate on the earliest of:

1. the date this Plan terminates coverage with the employer;
2. the date the Employer is no longer participating under this Plan; or
3. upon Employee termination, the terminated Employee has continued access to the HRA as specified in c. below, and in compliance with regulatory guidelines.

#### b. Dependent Coverage

Coverage will terminate on the earliest of:

1. the end of the month the covered individual's employment terminates, if contributions are paid, or the date the covered individual ceases to be an active, benefit eligible Employee;
2. the end of the month in which a Dependent no longer meets the definition of Dependent under this Plan;
3. the date this Plan terminates coverage with the employer;
4. the date the dependent becomes enrolled in Medicaid;
5. the end of the month in which a dependent child attains age twenty-six (26);
6. the date the Employer is no longer participating under this Plan; or
7. the end of the month the Participant voluntarily drops Dependent coverage.

Coverage for a Dependent cannot extend beyond the date coverage for the benefit eligible Employee ends, unless required by Section 615.071 of Chapter 615 of the Government Code for survivors of certain employees described in Section 615.003 of the Chapter who are killed in the line of duty

#### c. Termination of Coverage

Coverage may terminate as follows:

1. The end of the month in which the Covered Individual voluntarily drops coverage.
2. If an Employee terms with the Employer the HRA funds may be accessed as a COBRA benefit. To access the HRA funds under the COBRA benefit, the COBRA participant will have to make an HRA deposit monthly per the HRA funding requirements that the Employer has implemented. If the Employer charges a 2% administrative fee on the COBRA services the COBRA participant will have to pay the HRA monthly deposit requirement plus 2%. At this time the HRA COBRA benefit can be accessed without accessing COBRA on the Medical Plan.
3. Upon expiration any COBRA benefit coverage, any remaining HRA funds held for that Participant revert to the Employer.
4. If the Employee elects to draw pension benefits through the retirement plan of the Employer, following a rollover of HRA funds to a Retiree Reimbursement Arrangement (RRA) if such an RRA program has been established by the Employer.

5. If the Employer terminates with the Pool, the HRA funds will be submitted to the Employer and the Employer will need to find a new HRA administrator and an administrator that will administer the HRA COBRA benefit.
  6. If the Employer stays with the Pool, but terminates providing the HRA plan, the HRA excess monies would go back to the Employer following the termination of that benefit.
  7. The HRA can never have cash value to the Employee. It can never be cashed out.
  8. Access to the HRA money as a COBRA benefit will operate under the COBRA rules. If you have any questions, please call TML IEBP customer care at 800-348-7879.
- d. **Coordination with Cafeteria Plan**
- To the extent the Adopting Employer also sponsors a medical reimbursement program as part of its cafeteria plan within the meaning of Section 125 of the Code, a Participant participates in the medical reimbursement program, and the Participant or a Covered Individual covered through such a Participant incurs an eligible Health Care Expense that is also eligible for reimbursement under the medical reimbursement program, which program pays first is described in the Adoption Agreement.

## Article IV

### Method and Timing of Enrollment

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#### 4.1 Enrollment When First Eligible

An Employee who first becomes eligible to participate in this Plan will commence participation on the first day of the month after the eligibility requirements have been satisfied, provided that an Enrollment Form, if such is necessary, is submitted to the Administrator before the first day of the month in which participation will commence. Once enrolled, the Eligible Employee's participation will continue from month-to-month and year-to-year until the Eligible Employee's participation ceases pursuant to Article III. The Enrollment Form shall identify the Spouse and Dependents whose medical expenses may be submitted to the HRA. The Participant must promptly notify the Administrator if this information changes.

## Article V

### Benefits Offered and Method of Funding

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#### 5.1 Benefits Offered

When an Eligible Employee becomes a Participant in accordance with Articles III and IV, an HRA Account will be established for such Participant to receive Benefits in the form of reimbursements for Eligible Medical Care Expenses, as described in Article VI. In no event shall Benefits be provided in the form of cash or any other taxable or nontaxable benefit other than reimbursement for Medical Care Expenses.

#### 5.2 Employer and Participant Contributions

- a. *Employer Contributions.* The Employer funds the full amount of the HRA Accounts in an amount established by the Employer. Nothing in this plan shall be interpreted to restrict the Employer from changing prospective contributions on a month-to-month basis.
- b. *Participant Contributions.* There are no Participant contributions for Benefits under the Plan.
- c. *No Funding Under Cafeteria Plan.* Under no circumstances will the Benefits be funded with salary reduction contributions, Employer contributions (e.g., flex credits) or otherwise under a cafeteria plan, nor will salary reduction contributions or Employer contributions be treated as Employer contributions to the Plan.

### 5.3 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer. Nothing herein will be construed to require the Employer or the Administrator to maintain any fund or to segregate any amount for the benefit of any Covered Individual, and no Covered Individual or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid.

## Article VI

### Health Reimbursement Benefits

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#### 6.1 Benefits

The Plan will reimburse Participants for Medical Care Expenses up to the unused amount in the Participant's HRA Account, as set forth and adjusted under Section 6.4.

#### 6.2 Eligible Medical Care Expenses

Under the HRA Account, a Participant may receive reimbursement for Eligible Medical Care Expenses incurred during a HRA Period of Coverage.

- a. *Incurred.* A Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished, and not when the individual incurring the expense is formally billed for, is charged for or pays for the medical care. Medical Care Expenses incurred before a Covered Individual first becomes covered by the Plan are not eligible.
- b. *Medical Care Expenses Generally.* "Medical Care Expenses" means expenses incurred by a Participant or by his or her Spouse or Dependents for medical care, as defined in Code § 213 (including, for example, amounts for certain hospital bills, doctor and dental bills and prescription drugs). Reimbursements due for Medical Care Expenses incurred by the Participant or the Participant's Spouse or Dependents shall be charged against the Participant's HRA Account. Reimbursement for expenses incurred for a medicine or a drug shall be treated as a reimbursement for medical expenses only if such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin.
- c. *Cannot Be Reimbursed or Reimbursable From Another Source.* Medical Care Expenses can only be reimbursed to the extent that the Participant or other person incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through the Health Benefits Plan, other health coverage or any other accident or health plan (but see Section 6.8 if the other health plan is a Health FSA Account). If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Health Benefits Plan imposes copayment or deductible limitations), the HRA Account can reimburse the remaining portion of such Medical Care Expense if it otherwise meets the requirements of this Article VI.
- d. The Plan does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are payable under any worker's compensation law or other employer, union or association.
- e. The Plan does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are received by the Participant under any health and accident insurance policy or program, whether or not premiums are paid by the Adopting Employer or by the Participant, the Participant's Spouse or the Participant's Dependent Child.

#### 6.3 Maximum Benefits

- a. *Maximum Benefits.* The maximum dollar amount that may be credited to an HRA Account for an Employee who participates for an entire 12-month Period of Coverage shall be determined by the Employer. Unused amounts may be carried over to the next Period of Coverage, as provided in Section 6.5.
- b. *Changes.* For subsequent plan years, the maximum dollar limit may be changed by the Employer and shall be communicated to Employees through the Enrollment Form, the Schedule of Medical Expense Benefits or Plan document.

- c. *Nondiscrimination.* Reimbursements to highly compensated Individuals may be limited or treated as taxable compensation to comply with Code § 105(h), as may be determined by the Administrator in its sole discretion.

#### 6.4 Establishment of Account

The Administrator will establish and maintain an HRA Account. The HRA Account so established will reimburse eligible medical expenses per Section 213.

- a. *Crediting of Accounts.* A Participant's HRA Account will be credited at the beginning of each month with an amount equal to the applicable maximum dollar limit for the Period of Coverage divided by the number of months in that Period of Coverage (e.g., divided by 12 in a 12-month Plan Year), increased by any carryover of unused HRA Account balance from a prior Period(s) of Coverage.
- b. *Debiting of Accounts.* A Participant's HRA Account will be debited during each Period of Coverage for any reimbursement of Medical Care Expenses incurred during the Period of Coverage.
- c. *Available Amount.* The amount available for reimbursement of Medical Care Expenses is the amount credited to the Participant's HRA Account under subsection (a) reduced by prior reimbursements debited under subsection (b).

#### 6.5 Carryover of Accounts

If any balance remains in the Participant's HRA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, such balance shall be carried over to the next HRA Plan Year to reimburse the Participant for eligible Medical Care Expenses incurred during a subsequent Period of Coverage.

#### 6.6 Reimbursement Procedure

- a. *Timing.* In cases where a debit card tied to the HRA Account is not used, within 30 days after receipt by the Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical Care Expenses (if the Administrator approves the claim), or the Administrator will notify the Participant that his or her claim has been denied (see Section 8.1 regarding procedures for claim denials and appeals procedures). This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a reimbursement claim is incomplete. The Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete an incomplete reimbursement claim.
- b. *Claims Substantiation.* A Participant who seeks Benefits may apply for reimbursement by submitting an application in writing to the Administrator in such form as the Administrator may prescribe, by no later than the last day of the third month following the close of the Plan Year in which the Medical Care Expense was incurred, setting forth:
  - the person or persons on whose behalf Medical Care Expenses have been incurred;
  - the nature and date of the Medical Care Expenses so incurred;
  - the amount of the requested reimbursement; and
  - a statement that such Medical Care Expenses have not otherwise been reimbursed and are not reimbursable through any other source and that Health FSA Account coverage, if any, for such Medical Care Expenses has been exhausted.

The application shall be accompanied by bills, invoices or other statements from an independent third party showing that the Medical Care Expenses have been incurred and the amounts of such Medical Care Expenses, together with any additional documentation that the Administrator may request.

- c. *Claims Denied.* For reimbursement claims that are denied, see the appeals procedure in Article VIII.
- d. *Claim filing Deadline.* A claim for reimbursement of expenses under the HRA must be submitted to the Administrator within 360 days of the incurred date within the HRA plan year.

## 6.7 COBRA Continuation of Coverage

### a. Introduction

The right to COBRA Continuation of Coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA Continuation of Coverage can become available to Participants and their Dependents when they would otherwise lose group health coverage. For additional information about rights and obligations for COBRA Continuation of Coverage under the HRA Plan and under federal law, Participants should review the Plan or contact TML Intergovernmental Employee Benefits Pool, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

### b. What is COBRA Continuation of Coverage?

COBRA Continuation of Coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this section. After a qualifying event, COBRA Continuation of Coverage must be offered to each person who is a "qualified beneficiary." Participants, their Spouses and their Dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA Continuation of Coverage may be required to pay the full cost of coverage plus an additional 2%, depending on the policy of the Employer.

A Participant will become a qualified beneficiary if he or she loses coverage under the Plan because either one of the following qualifying events happens:

1. the Participant's hours of employment with the Employer are reduced; or
2. the Participant's employment with the Employer ends for any reason other than the Participant's gross misconduct.

The Spouse of the Participant will become a qualified beneficiary if he or she loses coverage under the HRA Plan because any of the following qualifying events happens:

1. the Participant dies;
2. the Spouse's hours of employment are reduced;
3. the Spouse's employment ends for any reason other than his or her gross misconduct;
4. the Spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. the Spouse divorces or legally separates from the Participant.

Dependent children will become qualified beneficiaries if they lose coverage under the HRA Plan because any of the following qualifying events happens:

1. the Participant dies;
2. the Participant's hours of employment with the Employer are reduced;
3. the Participant's employment with the Employer ends for any reason other than the Participant's gross misconduct;
4. the Participant becomes entitled to Medicare benefits (Part A, Part B and/or Part C);
5. the Participant and his or her Spouse divorce or legally separate; or
6. the child no longer meets the definition of Dependent under this plan.

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the Employer and the bankruptcy results in the loss of coverage for any Retiree covered under the Plan, the Retiree will become a qualified beneficiary with respect to the bankruptcy. The Retiree's Spouse, surviving Spouse and Dependent children will also become qualified beneficiaries if bankruptcy results in their losing coverage under the Plan.

There may be other coverage options for you and your family. When key parts of the health care law take effect, you will be able to buy coverage through the health Insurance Marketplace. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums right away, and you can see that your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA Continuation of Coverage does not limit your eligibility for coverage for a tax credit through the marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not

accept late enrollees, if you request your enrollment within thirty (30) days.

**c. When is COBRA Continuation of Coverage Available?**

The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after TML IEBP (Continuation of Coverage/COBRA Coordinator) has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the Participant, commencement of a proceeding in bankruptcy with respect to the Employer or the Participant's becoming entitled to Medicare benefits (under Part A, Part B and/or Part C), the Employer must notify TML Intergovernmental Employee Benefits Pool of the qualifying event.

**d. Participant Must Give Notice of Some Qualifying Events**

For the other qualifying events (divorce or legal separation of the Participant and Spouse or a Dependent child's losing eligibility for coverage as a Dependent child), the Participant must notify TML IEBP (Continuation of Coverage/COBRA Coordinator) within 60 days after the qualifying event occurs. The Employee must provide this notice to: TML Intergovernmental Employee Benefits Pool, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

**e. How is COBRA Continuation of Coverage Provided?**

Once TML IEBP (Continuation of Coverage/COBRA Coordinator) receives notice that a qualifying event has occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA Continuation of Coverage. Participants may elect COBRA Continuation of Coverage on behalf of their Spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.

COBRA Continuation of Coverage is a temporary continuation of coverage. When the qualifying event is the death of the Participant, the Participant's becoming entitled to Medicare benefits (Part A, Part B and/or Part C), divorce or legal separation of the Participant from his or her Spouse or a Dependent child's losing eligibility as a Dependent child, COBRA Continuation of Coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the Participant's hours of employment, and the Participant became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA Continuation of Coverage for qualified beneficiaries other than the Participant lasts until 36 months after the date of Medicare entitlement. For example, if a Participant becomes entitled to Medicare 8 months before the date on which his or her employment terminates, COBRA Continuation of Coverage for the Participant's Spouse and Dependent children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the Participant's hours of employment, COBRA Continuation of Coverage generally lasts for only up to a total of 18 months. There are three (3) ways in which this 18-month period of COBRA Continuation of Coverage can be extended.

**f. Active Duty Reservists**

If covered by the plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61<sup>st</sup>) day, which shall then become the Qualifying Event for COC purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, TML IEBP, will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the employer within sixty (60) days of the qualifying event. The employer member must notify TML IEBP that an employee has been called to active duty and submit a copy of the employer member's active reservist policy to TML IEBP.

**g. Disability extension of COBRA Continuation of Coverage**

If a Participant or a Dependent covered under the Plan is determined by the Social Security Administration to be disabled and the Participant notifies TML Intergovernmental Employee Benefits Pool in a timely fashion, the Participant and any of his or her Dependents may be entitled to receive up to an additional 11 months of COBRA Continuation of Coverage for a total maximum of 29 months. The disability must start at some time before the 60<sup>th</sup> day of COBRA Continuation of Coverage and must last at least until the end of the eighteen (18) or twenty-four (24) month period of COBRA Continuation of Coverage.

**h. Second Qualifying Event extension of COBRA Continuation of Coverage**

If a Covered Individual who originally was covered under this Plan as a Dependent Spouse or child experiences another qualifying event while receiving eighteen (18) or twenty-four (24) months of COBRA Continuation of Coverage, the Covered Individual may get up to 18 additional months of COBRA Continuation of Coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan.

This extension may be available to the Spouse and any Dependent children receiving COBRA Continuation of Coverage if the Participant or former Participant dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) or gets divorced or legally separated, or if the Dependent child stops being eligible under the Plan as a Dependent child, but only if the event would have caused the Spouse or Dependent child to lose coverage under the Plan had the first qualifying event not occurred.

**6.8 Coordination of Benefits: Health FSA to Reimburse First**

Benefits under this Plan are intended to reimburse Participants solely for Medical Care Expenses not previously reimbursed or reimbursable elsewhere. To the extent that an otherwise eligible Medical Care Expense is payable or reimbursable from another source, that other source shall pay or reimburse prior to payment or reimbursement from this Plan. Without limiting the foregoing, if the Participant's Medical Care Expenses are covered by both this Plan and by a Health FSA, then this Plan is not available for reimbursement of such Medical Care Expenses until after amounts available for reimbursement under the Health FSA Account have been exhausted. If the Participant's Medical Care Expenses are covered by both this Plan and by a Health Savings Account, then this Plan is not available for reimbursement (except for preventive care) of such Medical Care Expenses until the deductible on the accompanying High Deductible Health Plan has been met.

## Article VII

### HIPAA Privacy and Security

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**7.1 Permitted Disclosure of Enrollment/Non-enrollment Information**

The Plan may disclose to the Employer information on whether an individual is participating in the Plan.

**7.2 Permitted Uses and Disclosures of Summary Health Information**

The Plan may disclose Summary Health Information to the Employer, provided that the Employer requests the Summary Health Information for the purpose of modifying, amending or terminating the Plan. "Summary Health Information" means information (1) that summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a Health Plan; and (2) from which the information described at 42 CFR § 164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR § 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit ZIP code.



## Article VIII

### Appeals Procedure

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#### 8.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, appeals shall be reviewed in accordance with the appeal provision in the Benefit Plan. Appeals must be made in writing and submitted within 180 days of the denial of benefits.

#### 8.7 Submission & Consideration of Comments

Authorized representatives will have the opportunity to submit documents, written comments, or other information in support of the appeal. The review of the adverse benefit determinations will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

## Article IX

### Recordkeeping and Administration

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#### 9.1 Administrator

The administration of this Plan shall be under the supervision of the Administrator. It is the principal duty of the Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

#### 9.2 Powers of the Administrator

The Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters there under, and all determinations of the Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following discretionary authority:

- a. To construe and interpret this Plan, including all possible ambiguities, inconsistencies and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan;
- b. To prescribe procedures to be followed and the forms to be used by Eligible Employees and Participants to enroll in and submit claims pursuant to this Plan;
- c. To prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Administrator determines to be appropriate;
- d. To request and receive from all Eligible Employees and Participants such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- e. To furnish each Eligible Employee and Participant with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;
- f. To receive, review and keep on file such reports and information concerning the benefits covered by this Plan as the Administrator determines from time-to-time to be necessary and proper;
- g. To appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- h. To sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- i. To secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and

- j. To maintain the books of accounts, records and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

**9.3 Reliance on Participant, Tables, etc.**

The Administrator may rely upon the information submitted by an Eligible Employee or Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by an Eligible Employee or Participant. The Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys or other experts employed or engaged by the Administrator.

**9.4 Provision for Third-Party Plan Service Providers**

The Administrator may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

**9.5 Fiduciary Liability**

To the extent permitted by law, the Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

**9.6 Health Benefits Plan Contracts**

The Employer shall have the right (a) to enter into a contract with one or more vendors for the purposes of providing any Benefits under the Plan; and (b) to replace any of such vendors or contracts. Any dividends, retroactive rate adjustments or other refunds of any type that may become payable under any such contract shall not be assets of the Plan but shall be the property of, and be retained by, the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such contract.

**9.7 Inability to Locate Payee**

If the Employer is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date that any such payment first became due.

**9.8 Effect of Mistake**

In the event of a mistake as to the eligibility or participation of an individual, or the allocations made to the account of any Participant, or the amount of Benefits paid or to be paid to a Participant or other person, the Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 105, the regulations issued thereunder or other applicable law, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will, in its judgment, accord to such Participant or other person the credits to the HRA Account or distributions to which he or she is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

## Article X

### General Provisions

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**10.1 Expenses**

All reasonable eligible expenses incurred in administering the Plan are currently paid by the Employer.

**10.2 No Contract of Employment**

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Eligible Employee and the Employer to the effect that such Eligible Employee will be employed for any specific period of time. All Eligible Employees are considered to be employed at the will of the Employer.

### **10.3 Amendment and Termination**

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Administrator may amend or terminate all or any part of this Plan at any time for any reason by resolution of the Administrator's Board of Trustees or by any person or persons authorized by the Board of Trustees to take such action, and any such amendment or termination will automatically apply to the Member Employers that are participating in this Plan.

### **10.4 Governing Law**

This Plan shall be construed, administered and enforced according to the laws of the State of Texas to the extent not superseded by the Code or any other federal law.

### **10.5 Code Compliance**

It is intended that this Plan meet all applicable requirements of the Code, and of all regulations issued thereunder. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause or provision of this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting part, clause or provision of this Plan shall be deemed superseded to the extent of the conflict.

### **10.6 No Guarantee of Tax Consequences**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state and local income tax purposes, and to notify the Administrator if the Participant has any reason to believe that such payment is not so excludable.

### **10.7 Indemnification of Employer**

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes or other taxes from such payments or reimbursements.

### **10.8 Non-Assignability of Rights**

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

### **10.9 Headings**

The headings of the various Articles and Sections (but not subsections) are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

### **10.10 Plan Provisions Controlling**

In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

### **10.11 Severability**

Should a court of competent jurisdiction subsequently invalidate any part of this Plan, the remainder of the Plan shall be given effect to the maximum extent possible.

### **10.12 Compensation and Expenses**

The Claim Administrator shall be entitled to reasonable fees for its services hereunder, which shall be described in an administrative services agreement incurred by the Claims Administrator in connection with the Plan.

### **10.13 Family and Medical Leave Act of 1993 ("FMLA")**

Notwithstanding any provision of this Plan to the contrary, this Plan shall be cooperated and maintained in a manner consistent with FMLA, to the extent the Adopting Employer is subject to such law.



IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the TML Intergovernmental Employee Benefits Pool HRA Plan, Employer has caused this Plan to be executed in its name and on its behalf, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Farmersville

By: \_\_\_\_\_

## Health Reimbursement Service Agreement for Plan Supervisor

This SERVICE AGREEMENT between the City of Farmersville, (Plan Sponsor) and TML Intergovernmental Employee Benefits Pool, (Plan Supervisor) will be effective on 10/1/2013.

### WITNESSETH:

#### Section I

##### The Plan

- 1.1 The City of Farmersville, (Plan Sponsor) has adopted an Health Reimbursement Arrangement (HRA) under Internal Revenue Service Notice 2002-45. This Plan is offered to all eligible employees who are qualified by employment status.
- 1.2 The Plan Participants are the employees enrolled in the Plan.
- 1.3 All contributions to the Plan shall be deposited in the name of the Plan with a Bank designated by the Plan Supervisor subject to approval of the Plan Sponsor if requested by the Plan Sponsor.
- 1.4 The Plan Sponsor agrees that an HRA is a health plan under Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Plan Sponsor agrees that it is the Plan Sponsor's, and not the Plan Supervisor's, responsibility to ensure that its HRA plan, if any, is compliant with all relevant sections of HIPAA Title II or any other law.

#### Section II

##### The Plan Supervisor

- 2.1 The Plan Supervisor shall provide consulting services, and shall assist the Plan Sponsor in the administration of the Flexible Benefits Plan.
- 2.2 The Plan Supervisor shall have the full responsibility for maintaining accounts for each eligible person electing to participate in the Plan. The Plan Supervisor shall arrange for eligible claims payments from funds deposited by the Plan Sponsor as directed by their participating employees. The claims payments shall be made by the Plan Supervisor by issuing a check or draft to the participant upon the Plan Bank Account, if such account is provided for this purpose, in an amount equal to the qualified charges from the submitted claim. The claims submitted by the Plan Participants shall be paid within ten days of receipt by the Plan Supervisor. Paper claim submissions on behalf of the Participant must equal or exceed \$25.00 per submission, except in the final month of the Plan Year. ***Specifications for the HRA plan are stated in the attached HRA Information sheet.***
- 2.3 To the extent that information is available to the Plan Supervisor, the Plan Supervisor shall assist the Plan Sponsor in the preparation of any report, tax return or similar papers required by state or the Federal Government pertaining to the operation or management of the HRA; however, the ultimate responsibility for filing any governmental document shall be with the Plan Sponsor.
- 2.4 The Plan Supervisor shall render periodic reports to each participant, which shall include the following:
  - a. Receipts of the Plan Contributions;
  - b. Disbursement of Plan Contributions through claims payments; and
  - c. Statements of (a) and (b) above shall automatically be provided each Participant following the submission and payment of a qualified claim.

- 2.5 The Plan Supervisor, shall prepare a Plan Document for the HRA sponsored by the Plan Sponsor. The Plan Sponsor shall assume the responsibility of obtaining legal review of the Plan Document.
- 2.6 Unless otherwise provided, the Plan Supervisor is authorized to do all the things necessary or convenient to carry out the terms and purposes of the Plan.

### **Section III**

#### **Procedure for Making and Payment of Claims for Benefits from the Fund**

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- 3.1 Any covered person may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by the Plan Supervisor. The applicant shall fully and truthfully complete such application for benefits and the applicant shall supply all such pertinent information including copies of paid receipts, as may be required under the Internal Revenue Code and specified by the Plan Supervisor.
- 3.2 The Plan Supervisor shall accept copies of any application for benefits made in the appropriate manner, shall duly investigate and verify the statements made on the application and determine benefit eligibility. If the facts as stated in such application entitle the covered person to receive payment of benefits from the Plan, the Plan Supervisor shall forthwith arrange for the proper payment.
- 3.3 Claim filings shall be mailed/faxed to the person or department designated by the Plan Supervisor. If appropriate, claims could be submitted through the debit card transaction. Claims checks are processed each week. Only paper claims that equal or exceed twenty-five dollars (\$25.00) or more shall be filed with the Plan Supervisor unless said claim is being submitted during the last Plan Month of the Plan Year. During the last month, eligible claims of any amount shall be processed by the Plan Supervisor.
- 3.4 All Plan benefits processed by the Plan Supervisor shall be mailed to the qualified Plan Participant within ten (10) days of approval.

If the Plan Supervisor finds that the Plan Participant is not entitled to a claim payment under the Plan, the claim application shall be denied, all or in part, and returned to the Plan Participant with the Plan Supervisor's reason for denial. The Plan Participant may appeal a denial by the Plan Supervisor to the Plan Sponsor. The Plan Sponsor's determination is final and conclusive upon the covered person.
- 3.5 The Plan Supervisor shall not be liable for any failure or refusal to pay or honor any application for benefits made pursuant to this Agreement; and the Plan Supervisor must be indemnified by the Plan Sponsor for any liability related to its duties herein, and shall be reimbursed by the Plan Sponsor for any expense, loss, damage, or legal fees incurred by the Plan Supervisor in defending any claims or demands made against the Plan Sponsor, the Plan Supervisor or the Plan. This paragraph will not apply for any loss due to the gross negligence or willful misconduct of the Plan Supervisor.

## Section IV

### Costs of Administrator

- 4.1 The Plan Supervisor shall be entitled to a fee or fees for its service to the Plan and, under this Agreement, the fee shall be paid in the form of an advance start-up costs, a pass through of printing or printing preparation costs and monthly service fee.

Item	Cost	Payable
Setup Fee	\$50.00/Group	One time <sup>(1)</sup>
Monthly Service Fee <sup>(2)</sup>	\$3.70/Participant Debit \$5.00/Participant Paper	Monthly
Special Reports <sup>(3)</sup>	As agreed upon	30 days following receipt of report

- (1) One time set up fee for each group that enrolls in the HRA Plan.
- (2) Monthly Service Fee includes:
- a) processing contribution;
  - b) processing claims (review and verification);
  - c) paying claims (direct mail to employee);
  - d) paying dependent premium (if applicable);
  - e) employee fund balance statement with each reimbursement; and statement of fund balances and projected year-end balance at close of Plan Year fourth quarter.
- (3) Normal Reports to the Plan Sponsor, at no additional cost are:
- a) initial enrollment verification;
  - b) quarterly fund balance; and
  - c) projected year-end fund balance at the close of the Plan Year fourth quarter.

## Section V

### The Plan Sponsor

- 5.1 As of the effective date of this Agreement, the Plan Sponsor shall provide the Plan Supervisor with a complete list of all employees who are eligible for benefits under the Plan. The Plan Sponsor shall arrange for enrollment meetings and, with the Plan Supervisor's assistance, complete Plan enrollment.
- 5.2 The Plan Sponsor shall remit contributions to the Plan Supervisor on a monthly (or pay period) basis.
- 5.3 The Plan Sponsor shall forward the appropriate service fees to the Plan Supervisor on the first of each calendar month or in conjunction with the monthly plan fund collections.
- 5.4 The Plan Sponsor shall assist in the enrollment of eligible employees in the Plan, notify the Plan Supervisor of any change of eligibility, cooperate with the Plan Supervisor with regard to proper claim settlement, transmit to the Plan Supervisor proper claim settlement and transmit to the Plan Supervisor all inquiries pertaining to the Plan.
- 5.5 The Plan Sponsor shall be responsible for filing any documents required by the Internal Revenue Service.

## **Section VI**

### **Termination of the Agreement**

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- 6.1 This Agreement may be terminated by the Plan Sponsor or the Plan Supervisor by written notice of intention to terminate given to the other party, to be effective as of an annual plan anniversary date. Said written notice shall be given not less than thirty (30) days prior to such termination. The thirtieth (30th) day shall coincide with the last day of a calendar month. The Plan Supervisor may also terminate this agreement following the termination of any medical, dental, or vision coverage provided by the Plan Supervisor to the Plan Sponsor, to be effective upon 10 days written notice sent to the Plan Sponsor, effective on the date specified in the notice. All obligations of the Plan Supervisor related to the relevant rights of the covered Participant to payments of benefits from the Plan will be terminated and extinguished on the effective date of termination given in the notice whether or not the claim for such benefits arose prior to or following the termination of this Agreement. Absent a written notice of termination this agreement will annually renew on the effective date set forth at inception. In no case shall termination by the Plan Supervisor relieve the Plan Sponsor of its obligation to maintain the Plan.

## **Section VII**

### **Qualifications**

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- 7.1 To qualify the Plan Sponsor must have on file a current Interlocal Agreement with the TML Intergovernmental Employee Benefits Pool. The Plan Sponsor must have ten (10) percent of the eligible employees participate in the Plan. Should these qualifications not be met, or maintained, the Plan Supervisor may terminate this agreement pursuant to Section VI.

## **Section VIII**

### **Miscellaneous Provisions**

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- 8.1 In the event of resignation or inability to serve as the Plan Supervisor, the Plan Sponsor may appoint a successor.
- 8.2 If during the operation of the Plan, the United States Government, the government of any state or any instrumentality or either shall assess any tax against the Plan and the Plan Supervisor is required to pay such tax, the Plan Supervisor shall report the payment to the Plan Sponsor who will reimburse the Plan Supervisor for such tax or assessment.
- 8.3 The Plan Supervisor shall incur no liability to the Plan Sponsor or to an employee or dependent of the Plan Sponsor for any act or failure to act not directly connected with processing and payment of claims as provided in this Agreement, except where the liability is proximately caused solely by the gross negligence or willful misconduct of the Plan Supervisor. To the extent allowed by law, the Plan Sponsor shall hold the Plan Supervisor harmless from and indemnify it against any and all liability, claims, damages (including punitive or consequential damages), costs, expenses, or fees (legal or otherwise) incurred or paid in connection therewith which might be asserted by the Plan, the Plan Sponsor's employees or other persons for which the Plan Supervisor would not be liable to the Plan Sponsor as set forth above.
- 8.4 Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.
- 8.5 This Agreement may be amended by the Plan Sponsor and the Plan Supervisor at any time by mutual written consent of said parties.



**8.6** The Plan Sponsor hereby is designated the agent for service of legal process on behalf of the Plan, in its principal office.

**8.7** Funding for the HRA/RRA will be distributed (mark one):

- ☐ Monthly  
☐ Annually

If Employer funds Annually, any Employees hired mid-plan year will be funded as follows (mark one):

- ☐ The full Annual funded amount at date of hire  
☐ A pro-rated amount (mark one):  
☐ Annual divisible by 12 months (not to exceed 102% of active) \$ \_\_\_\_\_  
☐ Only the Administrative fee of \$3.70  
☐ Other (not to exceed 102% of active) \$ \_\_\_\_\_

If Employer funds Annually and TML IEBP administers Continuation of Coverage (COC), terminated employees will be billed \$ \_\_\_\_\_ for monthly contribution for the balance of the account.

IN WITNESS THEREOF, the Plan Sponsor and the Plan Supervisor have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Farmersville**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**TML Intergovernmental Employee Benefits Pool**

By \_\_\_\_\_  
Name Susan L. Smith  
Title Executive Director

The HRA Plan Year is \_\_\_\_\_ to \_\_\_\_\_.

## Retirement Reimbursement Arrangement Addendum

The City of Farmersville has authorized continued participation by retirees (as defined by the Employer's retirement plan) in the foregoing Health Reimbursement Arrangement (HRA) by means of a Retirement Reimbursement Arrangement (RRA). All funds in the HRA at the time of the retirement shall be transferred into the RRA. The operation of the RRA will continue on the same terms and conditions as the HRA, except that:

1. each retiree shall be assessed a monthly administration fee of **\$3.70**; and
2. any monthly contributions to the RRA shall be made in an amount authorized, paid and deposited by Employer.

In the case of the death, divorce, or other qualifying event (as defined by federal law) of the retiree, any surviving, previously RRA enrolled dependents of the retiree may elect any legally required continuation of coverage (COC) of the remaining benefits from the RRA, reduced by the monthly fee described above. In no case shall the liability of the Employer for the combined RRA/COC benefits of the qualified beneficiaries exceed the balance of the RRA at the time of the retiree's death.

### ADOPTED:

#### City of Farmersville

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_



PO Box 140167 Austin, Texas 78714-0167 | Fax: (512) 719-6565



## Employee Enrollment Form

Employer Name		Employer Group #							
Employee Name		Unique Identification #/Social Security #							
Street Address	City	State	Zip Code <input type="checkbox"/> Check here if new						
Phone		E-mail Address							
Date of Birth	Check One <input type="checkbox"/> Male <input type="checkbox"/> Female	Check One <input type="checkbox"/> Single <input type="checkbox"/> Widowed <input type="checkbox"/> Married <input type="checkbox"/> Divorced	Date Employed						
Spouse Name (First, M.I.)	Date of Birth	<table><tr><td></td><td>Annually</td><td>Monthly</td></tr><tr><td>Employer Contribution for Health Reimbursement Arrangement</td><td>\$ _____</td><td>\$ _____</td></tr></table>			Annually	Monthly	Employer Contribution for Health Reimbursement Arrangement	\$ _____	\$ _____
	Annually			Monthly					
Employer Contribution for Health Reimbursement Arrangement	\$ _____			\$ _____					
Dependent Name (First, M.I.)	Date of Birth								
Dependent Name (First, M.I.)	Date of Birth								
Dependent Name (First, M.I.)	Date of Birth								
Dependent Name (First, M.I.)	Date of Birth								

I certify the above information to be correct and true to the best of my knowledge and that any child(ren) listed are dependents under Section 152 of the Internal Revenue Code.

Employer Accepted

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
Date \_\_\_\_\_

☐ The benefits of the plan have been thoroughly explained to me and I decline to participate.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please return this form to your employer.**

**CONFIDENTIALITY NOTICE:** The information contained in this transmission, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited by Federal law. If you are not the intended recipient of this message, you are notified that you may not disclose, print, copy or disseminate this information. If you have received this transmission in error, please reply to the sender and delete or destroy the message. Unauthorized interception of this transmission may be a violation of criminal law.

(Revised 5.19.13)

White Copy - TML IEBP

Yellow Copy - Employee

Pink - Employer



PO Box 140167 Austin, Texas 78714-0167 | Fax: (512) 719-6565



## Request for Change Form

Employer Name										Employer Group #																																							
Unique Identification #/Social Security #										Last Name										First Name										MI										Change Effective Date									

**PLEASE MARK CHANGE DESIRED**

☐ Address Change ☐ Name Change \_\_\_\_\_ (former name)

☐ Retired Date of Retirement \_\_\_\_\_

Medicare Eligible ☐ Yes or ☐ No If Yes, Medicare (HIC) Number \_\_\_\_\_ Medicare Effective Date \_\_\_\_\_

Employee Mailing Address		
Street	City	Phone
State	Zip Code	E-mail Address

**DEPENDENT/SPOUSE COVERAGE INFORMATION**

- ★ Only the dependents listed below will have the coverage selected.
- ★ The term dependent will not include any person who is eligible for coverage as an employee. Children may be covered under only one Employee's plan.

Spouse Name (First, M.I.)	Date of Birth	Dependent Name (First, M.I.)	Date of Birth	Dependent Name (First, M.I.)	Date of Birth
Dependent Name (First, M.I.)	Date of Birth	Dependent Name (First, M.I.)	Date of Birth	Dependent Name (First, M.I.)	Date of Birth

Employer Contribution for Health Reimbursement Arrangement Annually Monthly  
\$ \_\_\_\_\_ \$ \_\_\_\_\_

Employee Signature _____ Date _____	Employer Accepted	Reason for Add or Change:
	By _____ Date _____	

**Please return this form to your employer.**

**CONFIDENTIALITY NOTICE:** The information contained in this transmission, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited by Federal law. If you are not the intended recipient of this message, you are notified that you may not disclose, print, copy or disseminate this information. If you have received this transmission in error, please reply to the sender and delete or destroy the message. Unauthorized interception of this transmission may be a violation of criminal law. (Revised 5.19.13)

White Copy - TML IEBP

Yellow Copy - Employee

Pink - Employer



## TML IEBP Direct Deposit Authorization Agreement

As a service of TML Intergovernmental Employee Benefits Pool (TML IEBP), we are offering you the opportunity to have the following claim payments deposited via electronic 'direct deposit' into your bank account:

**Flexible Spending Arrangement (Section 125)**

**Health Reimbursement Arrangement (HRA)**

When you agree to allow an automatic funds transfer (*direct deposit*) into your bank account, the permission to do so will remain in effect until you notify TML IEBP that you are removing that permission.

If you are interested in taking advantage of this opportunity, please complete and return this form with a voided check and mail to:

**TML IEBP**  
**Accounting**  
**P. O. Box 140526**  
**Austin, TX 78714-0526**

If you have any questions regarding this form, please contact Kathie Miller at (800) 348-7879.

### Please Print

As a duly authorized signatory of the account number listed below I, the undersigned, authorize TML IEBP to initiate credit entries through Chase Bank – Austin or other transaction facilitating entities to my account, as indicated below and located at the contracted depository named below.

Bank Name: \_\_\_\_\_

Type of Account: ☐ Checking ☐ Savings

Attach a voided check for the account or provide the following:

ABA (Bank) Routing Number: \_\_\_\_\_  
(9 characters, normally located on bottom of check next to Account Number)

Account Number: \_\_\_\_\_

This authority is to remain in full force and effect until TML IEBP has received written notification from an authorized signatory of the account in such a time and in such a manner as to afford the TML IEBP reasonable opportunity to act upon said notification.

Employee Name:	Employee Unique Identification #/Social Security #:
Employer Name:	Employer Group Number:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_

*Please return this form to your employer.*

## **Continuation of Coverage Administrative Agreement**

### **City of Farmersville**

**October 2013**

**WHEREAS**, the undersigned Employer is an Employer Member of the TML Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool");

**WHEREAS**, the undersigned Employer sponsors an employee benefit plan;

**WHEREAS**, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

**WHEREAS**, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of Continuation of Coverage as required by Federal law.

**NOW THEREFORE**, in consideration of the promises, mutual covenants and agreements contained herein, the undersigned Employer and the Pool agree as follows:

#### **I. Effective Date**

As of the first day of October, 2013, the Pool will commence Continuation of Coverage administration for the undersigned Employer for all qualifying events occurring thereafter and during the term of this agreement.

#### **II. Employer Duties**

1. The undersigned Employer will notify the Pool's Billing/Eligibility Representative assigned to the Employer via FAX or Telephone (with a written follow up) within one (1) business day of a qualifying event, as defined by the Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination; lump sum or severance settlement; resignation; death; retirement if the employee does not enroll for retiree coverage when offered under the Employer's benefit plan; reduction in hours (including reduction to zero hours), call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation leave and FMLA has been exhausted.
2. The undersigned Employer will distribute Attachment A, which advises each Covered Individual of their rights and responsibilities under Continuation of Coverage. The Employer will certify through a letter to the Pool that the Attachment A was distributed to all Covered Individuals as of the date the Pool commenced Continuation of Coverage Administration.
3. The undersigned Employer will distribute Attachment A to all employees who become covered by the Employer's benefit plan after the date the Pool commenced Continuation of Coverage administration and include verification of the distribution with the enrollment card when it is submitted to the Pool.
4. The undersigned Employer will notify the Pool via FAX or Telephone (with a written follow-up) within one (1) business day of gaining knowledge that a Covered Individual has legally separated, divorced or is no longer eligible for coverage e.g. a child is eligible for coverage under a health plan offered by the child's employer or the Covered employee or dependent is voluntarily dropped from coverage.
5. The undersigned Employer will notify the Pool at least ten (10) business days prior to any open enrollment period. The notice to the Pool will include the dates of the open enrollment.
6. The undersigned Employer will immediately notify the Pool of any suspected claim, demand or suit arising from the administration of Continuation of Coverage.

7. To the extent allowed by law, the undersigned Employer will indemnify and hold harmless the Pool and its officers, agents, employees and representatives from all suits, actions, losses, damages (including punitive damages), claims or liability of any type, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, resulting from the failure of the undersigned Employer to give any notice required by this Agreement. The foregoing reimbursement obligation shall specifically include any medical claim costs incurred by the Pool because of the failure of the Employer to give any notice of an employee termination or other qualifying event. The undersigned Employer will fund this obligation out of current revenues in the year the obligation is determined or will levy a tax to fund the obligation if current revenues are insufficient.

### **III. Pool Duties**

1. The Pool staff will monitor changes in Continuation of Coverage and the case law which develops interpreting Continuation of Coverage.
2. The Pool will provide election notices within 14 days of the receipt of notices of qualifying events sent by the Employer.
3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by Continuation of Coverage statutes. These letters may include any or all of the following:
  - a. benefit availability - initial notice, enrollment card and cost;
  - b. confirmation of enrollment and payment coupons
  - c. notice of termination letters:
    - Failure to reply
    - Failure to make initial payment
    - Failure to make regular payment
    - End of eligibility (no longer qualified)
    - End of eligibility period
  - d. open enrollment
  - e. contribution change and revised payment coupons
  - f. conversion to an individual policy
  - g. Medicare eligibility
  - h. verification of incapacitated child status
4. The Pool will provide the Continuation of Coverage participants with ID cards, a benefit booklet, and other materials as the need may arise.
5. The Pool will maintain records that all required notifications were sent and copies are available to the Employer upon request.
6. The Pool will collect the required contributions at the maximum amount allowed by law. Upon notice for the Employer under II.1., the Pool has fourteen (14) days to send the Continuation of Coverage election notice. Once the election notice is mailed the qualifying beneficiary has sixty (60) days to elect Continuation of Coverage. If the qualified beneficiary elects Continuation of Coverage the qualified beneficiary has forty-five (45) days from election to make the first payment. If partial payments are made and the payment deficiency is insignificant, Pool contacts the qualified beneficiary for full payment. The qualified beneficiary has thirty (30) days from deficiency notification to make payment. Insignificant payment deficiency is \$50 or 10% of amount due.
7. The Pool will periodically provide the Employer, for their review, with the text of the letter and notices to be used in administering this Agreement. The Pool maintains final authority over the text of these letters and notices. The Pool reserves unto itself the right to modify the letters and notices as may be required pursuant to the Continuation of Coverage statute, any applicable case law and to promote the efficient administration of the Agreement.

8. As allowed by law, the Pool will indemnify, defend, reimburse, and hold harmless the Employer and its employees from any and all liabilities, claims, demands, or suits arising from or related to the provision of Continuation of Coverage administrative services unless those liabilities, claims, demands, or suits arise out of the Employer's failure to give any notice as required in II, 1, 2, 3, 4, 5 and 6 of this Agreement. This notice is required by the agreement or by law. The Pool, upon notice by the Employer will immediately investigate, handle, respond to and defend any such claims, demands or suits at the Employer's sole expense. If the liability, claim, demand or suit is based on negligence this contract of indemnity shall apply and the negligence of the Employer and the Pool will be on a percentage basis as in a pure comparative negligence situation under the law.
9. The Pool's responsibilities under this contract are for Continuation of Coverage that the Employer is required to provide under Federal law, and does not have any responsibility for other benefits such as group life insurance or disability.

#### IV. Notice

Any notice to be given under this Agreement, other than those in II, 1, 2, 3, 4 and 5 of this Agreement, shall be deemed given and received on the first to occur of the following: (a) actual receipt by the party to be notified; or (b) five days after deposit of such notice in the US Mail system if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party to be notified at the address of such party set forth below or as designated from time to time in writing by giving not less than ten days in advance notice to the other party. The initial addresses for the Pool and Employer shall be as follows:

Address of Pool	Address of Employer
Executive Director	City of Farmersville
TML Intergovernmental Employee Benefits Pool	205 South Main Street
Texas Municipal Center	Farmersville, Texas 75442
1821 Rutherford Lane, Suite 300	
Austin, Texas 78754-5151	

#### V. Compensation

1. The Employer will pay the Pool a one-time \$50.00 set up fee and a \$0.50 Per Participant Per Month fee for each participating participant per month that enrolls in Continuation of Coverage.
2. Other special services which may be requested by the Employer but are not contained in this Agreement will be billed at a mutually agreeable hourly rate.

#### VI. Miscellaneous Provisions

1. This Agreement represents the complete understanding of the parties and may not be modified or amended without the written agreement of both parties.
2. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.
3. The parties agree that venue for any dispute arising out of the performance under their Agreement shall be in Austin, Travis County, Texas.
4. In performing the administrative services under this Agreement, the Pool may rely without qualification on the information provided by the Employer.
5. The Pool agrees to take over the remaining Continuation of Coverage administration for any of the Employer's current Continuation of Coverage participants, without Employer compensation, so long as the Employer furnishes the information necessary to effectuate the transfer.



6. This Agreement is entire as to all of the performance to be rendered under it. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall be void and of no force and effect.
7. It is understood that the Pool will charge the Continuation of Coverage participant the administration fee allowed by the Continuation of Coverage statute.

#### VII. Termination

1. Term of this initial Agreement shall be from its effective date through October 1, 2014, at 12:00 a.m. The Employer may annually renew the Agreement for the subsequent twelve (12) month period by executing and returning the Pool's rerate notice and benefit selection for each year.
2. Either party may terminate this Agreement at anytime by giving the other party written notice at least thirty (30) days prior to the specified date.
3. This Agreement terminates, without further notice, on the date the undersigned Employer is no longer an Employer of the Pool.
4. All records in possession of the Pool relating to Continuation of Coverage administration at termination of the Agreement will be transferred to the Employer within forty-five (45) business days.
5. Should this Agreement terminate for any reason it does not relieve either party of their duties nor obligations during the period when this Agreement was in full force and effect.

This Agreement is entered into for the Employer under authorization of \_\_\_\_\_, at a duly called meeting held on \_\_\_\_\_ by:

\_\_\_\_\_  
(Signature)

City of Farmersville  
(Employer/Group Name)

\_\_\_\_\_  
(Authorized Official Title)

\_\_\_\_\_  
(Date)

This Agreement Entered Into and Accepted By:

TML INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

BY: \_\_\_\_\_ at Austin, Texas  
TITLE: (Executive Director)

\_\_\_\_\_  
(Date)

## Attachment A

### Cobra Continuation of Coverage (COC) Rights under Cobra

#### Introduction

You are receiving this notice because you have recently become covered under a group health plan (the Plan). This notice contains important information about your right to COBRA Continuation of Coverage (COC), which is a temporary extension of coverage under the Plan, as well as other health coverage alternatives that may be available to you through the Health Insurance Marketplace. This notice generally explains COBRA COC, when it may become available to you and your family and what you need to do to protect the right to receive it.

The right to COBRA COC was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA COC can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan book or contact TML IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

#### What is COBRA Continuation of Coverage?

COBRA COC is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA COC must be offered to each person who is a "qualified beneficiary." You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA COC may be required to pay depending on the policy of your employer.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

1. your hours of employment are reduced; or
2. your employment ends for any reason other than your gross misconduct.

If you are the spouse of the employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

1. your spouse dies;
2. your spouse's hours of employment are reduced;
3. your spouse's employment ends for any reason other than his or her gross misconduct;
4. your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. you become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

1. the parent-employee dies;
2. the parent-employee's hours of employment are reduced;
3. the parent-employee's employment ends for any reason other than his or her gross misconduct;
4. the parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);
5. the parents become divorced or legally separated; or
6. the child stops being eligible for coverage under the Plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer and the bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

Please note that Continuation of Coverage does not include any life benefits. If you had voluntary life coverage, you may convert it to an individual policy within thirty-one (31) days of your qualifying event. Contact your employer's human resources office for more information and conversion forms.

There may be other coverage options for you and your family. When key parts of the health care law take effect, you will be able to buy coverage through the health Insurance Marketplace. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums right away, and you can see that your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA Continuation of Coverage does not limit your eligibility for coverage for a tax credit through the marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request your enrollment within thirty (30) days.

#### **When is COBRA Continuation of Coverage available?**

The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after TML IEBP (Continuation of Coverage/COBRA Coordinator) has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer or the employee's becoming entitled to Medicare benefits (under Part A, Part B and/or Part C), the employer must notify TML IEBP of the qualifying event.

#### **You must give notice of some Qualifying Events**

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify TML IEBP (Continuation of Coverage/COBRA Coordinator) within sixty (60) days after the qualifying event occurs. Notice must be provided to: TML IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

#### **How is COBRA Continuation of Coverage provided?**

Once TML IEBP (Continuation of Coverage/COBRA Coordinator) receives notice that a qualifying event occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary has an independent right to elect COBRA Continuation of Coverage. Covered employees may elect COBRA Continuation of Coverage on behalf of their spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.

COBRA COC is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (Part A, Part B and/or Part C), your divorce or legal separation or a dependent child's losing eligibility as a dependent child, COBRA COC for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA COC for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA COC for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA COC generally lasts for only up to total of 18 months. There are three (3) ways in which this 18-month period of COBRA COC can be extended.

### **Active Duty Reservists**

If covered by the plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61<sup>st</sup>) day, which shall then become the Qualifying Event for COC purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, TML IEBP (Continuation of Coverage/COBRA Coordinator), will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the employer within sixty (60) days of the qualifying event. The employer member must notify TML IEBP (Continuation of Coverage/COBRA Coordinator) that an employee has been called to active duty and submit a copy of the employer member's active reservist policy to TML IEBP(Continuation of Coverage/COBRA Coordinator).

### **Disability extension of COBRA Continuation of Coverage**

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify TML IEBP within 60 days of that determination, you and your entire family may be entitled to receive up to an additional 11 months of COBRA COC for a total maximum of 29 months. The disability must start at some time before the sixtieth (60<sup>th</sup>) day of COBRA Continuation of Coverage and must last at least until the end of the eighteen (18) or twenty-four (24) month period of COBRA Continuation of Coverage. You may contact TML IEBP about a disability determination at 1820 Rutherford Lane, Suite #300, Austin, Texas 78754 or by telephone (800) 282-5385.

### **Second Qualifying Event extension of COBRA Continuation of Coverage**

If your family experiences another qualifying event while receiving eighteen (18) or twenty-four (24) months of COBRA COC, The spouse and dependent children in your family may get up to 18 additional months of COBRA COC, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving COBRA COC if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

### **Adding Dependents**

If you are a COBRA COC participant, you have the same rights to add dependents to your COBRA COC as an active covered employee. For example, you may add dependents to your COBRA COC within 31 days of marriage or the birth, adoption or placement for adoption of a child. Also, you may add dependents to your COBRA COC during your employer's open enrollment. However, these dependents who were not covered under the Plan before your qualifying event occurred are not qualified beneficiaries and do not have individual COBRA COC rights, except for children added within 31 days of birth, adoption or placement for adoption. Children added to your COBRA COC within 31 days of birth, adoption or placement for adoption are qualified beneficiaries and have their own COBRA COC rights.

### If you have questions

Questions concerning your Plan or your COBRA Continuation of Coverage rights should be addressed to the contact or contacts identified below. State and local government employees seeking more information about their rights under COBRA Continuation of Coverage, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans, can contact the U.S. Department of Health and Human Services' Centers for Medicare and Medicaid Services at:

- [www.cciio.cms.gov/programs/protections/cobra/cobra\\_fact\\_sheet.html](http://www.cciio.cms.gov/programs/protections/cobra/cobra_fact_sheet.html); or
- [www.cciio.cms.gov/programs/protections/cobra/cobra\\_gna.html](http://www.cciio.cms.gov/programs/protections/cobra/cobra_gna.html).

For more information about health insurance options available through a Health Insurance marketplace, visit [www.healthcare.gov](http://www.healthcare.gov).

### Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep TML IEBP informed of any changes in addresses of family members. You should also keep a copy, for your records, of any notices you send to your employer and TML IEBP.

Resource	Contact Information	Accessible Hours
TML Intergovernmental Employee Benefits Pool 1821 Rutherford Lane, Suite 300 Austin, Texas 78754		
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	<a href="https://tmliebp.org/">https://tmliebp.org/</a>   select "Contact Us"   click on " <a href="#">Send a secure e-mail to Customer Service</a> "	8:30 AM - 5:00 PM Central
TML IEBP Internet Website:	<a href="http://www.mytmliebp.org">www.mytmliebp.org</a>	Twenty-four (24) hours
Medical Authorizations:	(800) 847-1213	8:30 AM - 5:00 PM Central
Prescription Authorizations:	(888) 871-4002	
Professional Health Coaches:	(800) 818-2822	
Spanish Line:	(800) 385-9952	
Where to Mail Paper Medical Claims:	TML Intergovernmental Employee Benefits Pool PO Box 149190 Austin, Texas 78714-9190	N/A
Where to Mail Paper Prescription Claims:	Restat Patient Reimbursement 11900 W. Lake Park Drive Milwaukee, WI 53224	N/A



PLAN YEAR 2013 - 2014

**SECTION 125**  
**FLEXIBLE SPENDING ARRANGEMENT**  
**(FSA) ACCOUNT**  
**SERVICE AGREEMENT**

**City of Farmersville**

**Benefit Service Specialist:**

**Linda Shoup**

Resource	Contact Information	Accessible Hours
TML Intergovernmental Employee Benefits Pool 1821 Rutherford Lane, Suite 300 Austin, Texas 78754		
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	<a href="https://tmliebp.org/">https://tmliebp.org/</a>   select "Contact Us"   click on " <a href="#">Send a secure e-mail to Customer Service</a> "	8:30 AM - 5:00 PM Central
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Spanish Line:	(800) 385-9952	
Where to Mail Paper Medical Claims:	TML Intergovernmental Employee Benefits Pool PO Box 149190 Austin, Texas 78714-9190	N/A
Where to Mail Paper Prescription Claims:	Restat Patient Reimbursement 11900 W. Lake Park Drive Milwaukee, WI 53224	N/A

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## Service Agreement for Plan Administrator

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This SERVICE AGREEMENT between the City of Farmersville, (Plan Sponsor) and TML Intergovernmental Employee Benefits Pool, (Plan Administrator) will be effective on 1/1/2014.

### WITNESSETH:

#### Section I

##### The Plan

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- 1.1 The Plan Sponsor has adopted an Employee Flexible Benefits Plan under Section 125 of the Internal Revenue Code. This Plan is offered to all eligible employees who are qualified by employment status.
- 1.2 The Plan Participants are the employees enrolled in the Plan.
- 1.3 All contributions to the Plan shall be deposited in the name of the Plan with a Bank designated by the Plan Administrator subject to approval of the Plan Sponsor if requested by the Plan Sponsor.
- 1.4 The Plan Sponsor agrees that a healthcare expense reimbursement arrangement is a health plan under Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Plan Sponsor agrees that it is the Plan Sponsor's, and not the Plan Administrator's, responsibility to ensure that its healthcare expense reimbursement arrangement plan, if any, is compliant with all relevant sections of HIPAA Title II or any other law.

#### Section II

##### The Plan Administrator

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- 2.1 The Plan Administrator shall provide consulting services, and shall assist the Plan Sponsor in the administration of the Flexible Benefits Plan.
- 2.2 The Plan Administrator shall have the full responsibility for maintaining accounts for each eligible person electing to participate in the Plan. The Plan Administrator shall arrange for eligible claims payments from funds deposited by the Plan Sponsor as directed by their participating employees. The claims payments shall be made by the Plan Administrator by issuing a check or draft to the participant upon the Plan Bank Account, if such account is provided for this purpose, in an amount equal to the qualified charges from the submitted claim. The claims submitted by the Plan Participants shall be paid within ten days of receipt by the Plan Administrator.
- 2.3 To the extent that information is available to the Plan Administrator, the Plan Administrator shall assist the Plan Sponsor in the preparation of any report, tax return or similar papers required by state or the Federal Government pertaining to the operation or management of the Flexible Benefits Plan; however, the ultimate responsibility for filing any governmental document shall be with the Plan Sponsor.

- 2.4 The Plan Administrator shall render periodic reports to each participant, which shall include the following:
  - a. Receipts of the Participant's Plan Contributions;
  - b. Disbursement of Plan Contributions through claims payments; and
  - c. Statements of (a) and (b) above shall automatically be provided each Participant following the submission and payment of a qualified claim.
- 2.5 The Plan Administrator shall prepare a Plan Document for the Flexible Benefits Plan sponsored by the Plan Sponsor. The Plan Sponsor shall assume the responsibility of obtaining legal review of the Plan Document.
- 2.6 Unless otherwise provided, the Plan Administrator is authorized to do all the things necessary or convenient to carry out the terms and purposes of the Plan.

### **Section III**

#### **Procedure for Making and Payment of Claims for Benefits from the Fund**

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- 3.1 Any covered person may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by the Plan Administrator. The applicant shall fully and truthfully complete such application for benefits and the applicant shall supply all such pertinent information including copies of paid receipts, as may be required under the Section 125 rules and specified by the Plan Administrator.
- 3.2 The Plan Administrator shall accept copies of any application for benefits made in the appropriate manner shall duly investigate and verify the statements made on the application and determine benefit eligibility. If the facts as stated in such application entitle the covered person to receive payment of benefits from the Plan, the Plan Administrator shall forthwith arrange for the proper payment.
- 3.3 Claim filings shall be mailed/faxed to the person or department designated by the Plan Administrator. If appropriate, claims could be submitted through the debit card transaction. Claims checks are processed each week. During the last month, eligible claims of any amount shall be processed by the Plan Administrator.
- 3.4 All Plan benefits processed by the Plan Administrator shall be mailed to the qualified Plan Participant within ten (10) days of approval.

If the Plan Administrator finds that the Plan Participant is not entitled to a claim payment under the Plan, the claim application shall be denied, all or in part, and returned to the Plan Participant with the Plan Administrator's reason for denial. The Plan Participant may appeal a denial by the Plan Administrator to the Plan Sponsor. The Plan Sponsor's determination is final and conclusive upon the covered person.
- 3.5 The Plan Administrator shall not be liable for any failure or refusal to pay or honor any application for benefits made pursuant to this Agreement; and to the extent allowed by law, the Plan Administrator must be indemnified by the Plan Sponsor for any liability related to its duties herein, and shall be reimbursed by the Plan Sponsor for any expense, loss, damage, or legal fees incurred by the Plan Administrator in defending any claims or demands made against the Plan Sponsor, the Plan Administrator or the Plan. This paragraph will not apply for any loss due to the gross negligence or willful misconduct of the Plan Administrator.



## Section IV

### Costs of Administrator

- 4.1 The Plan Administrator shall be entitled to a fee or fees for its service to the Plan and, under this Agreement, the fee shall be paid in the form of an advance start-up costs, a pass through of printing or printing preparation costs and monthly service fee.

Item	Cost	Payable
Setup Fee	\$50.00/Group	One time <sup>(1)</sup>
Monthly Service Fee <sup>(2)</sup>	\$3.70/Participant Debit \$5.00/Participant Paper	Monthly
Special Reports <sup>(3)</sup>	As agreed upon	30 days following receipt of report

- (1) One time set up fee for each group that enrolls in the Section 125 Flexible Spending Plan.
- (2) Monthly Service Fee includes:
  - (a) processing contribution;
  - (b) processing claims (review and verification);
  - (c) paying claims (direct mail to employee);
  - (d) paying dependent premium (if applicable);
  - (e) employee fund balance statement with each reimbursement; and
  - (f) statement of fund balances and projected year-end balance at close of Plan Year fourth quarter. The flexible spending arrangement (FSA) participants have up to an additional 2½ months to spend money leftover in the FSAs at year's end on qualified health and dependent care expenses, pursuant to IRS Notice 2005-42. Expenses for qualified benefits incurred during the grace period may be paid or reimbursed from benefits or contributions remaining unused at the end of the immediately preceding plan year. Upon exhaustion of that benefit monies can be accessed from current year contributions. The period must not extend beyond the 15<sup>th</sup> day of the third calendar month after the end of the immediately preceding plan year to which it relates. The plan cannot permit cash-out or conversion of unused benefits or contributions, during the grace period, to any other taxable or nontaxable benefit. (Fourteen months and 15 days before the amounts are forfeited under the "use it or lose it" authorization in Notice 2005-42 for the current cafeteria plan).
- (3) Normal Reports to the Plan Sponsor, at no additional cost are:
  - (a) initial enrollment verification;
  - (b) quarterly fund balance;
  - (c) projected year-end fund balance at the close of the Plan Year fourth quarter; and
  - (d) 2½ month grace period will be included in fund balance, plus interest earned if any.

## **Section V**

### **The Plan Sponsor**

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- 5.1 As of the effective date of this Agreement, the Plan Sponsor shall provide the Plan Administrator with a complete list of all employees who are eligible for benefits under the Plan. The Plan Sponsor shall arrange for enrollment meetings and, with the Plan Administrator's assistance, complete Plan enrollment.
- 5.2 The Plan Sponsor shall collect funds in accordance with authorized payroll reductions or deductions and shall remit these monies to the Plan Administrator on a monthly (or pay period) basis.
- 5.3 The Plan Sponsor shall forward the appropriate service fees to the Plan Administrator on the first of each calendar month or in conjunction with the monthly plan fund collections.
- 5.4 The Plan Sponsor shall assist in the enrollment of eligible employees in the Plan, notify the Plan Administrator of any change of eligibility, cooperate with the Plan Administrator with regard to proper claim settlement, transmit to the Plan Administrator proper claim settlement and transmit to the Plan Administrator all inquiries pertaining to the Plan.
- 5.5 The Plan Sponsor shall be responsible for filing any documents required by the Internal Revenue Service.
- 5.6 The Plan Sponsor limits contributions to the Plan to \$2,500 per employee (January 2013 and thereafter), unless otherwise specified below the signature line on this agreement.

## **Section VI**

### **Termination of the Agreement**

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- 6.1 This Agreement may be terminated by the Plan Sponsor or the Plan Administrator by written notice of intention to terminate given to the other party, to be effective as of an annual plan anniversary date. Said written notice shall be given not less than thirty (30) days prior to such termination. The thirtieth (30) day shall coincide with the last day of a calendar month. The Plan Administrator may also terminate this agreement following the termination of any medical, dental, or vision coverage provided by the Plan Administrator to the Plan Sponsor, to be effective upon ten (10) days written notice sent to the Plan Sponsor, effective on the date specified in the notice. All obligations of the Plan Administrator related to the relevant rights of the covered Participant to payments of benefits from the Plan will be terminated and extinguished on the effective date of termination given in the notice whether or not the claim for such benefits arose prior to or following the termination of this Agreement. Absent a written notice of termination this agreement will annually renew on the effective date set forth at inception. In no case shall termination by the Plan Administrator relieve the Plan Sponsor of its obligation to maintain the Plan.

## **Section VII**

### **Qualifications**

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- 7.1 To qualify the Plan Sponsor must have on file a current Interlocal Agreement with the TML Intergovernmental Employee Benefits Pool. The Plan Sponsor must have ten (10) percent of the eligible employees participate in the Plan. Should these qualifications not be met, or maintained, the Plan Administrator may terminate this agreement pursuant to Section VI.

## Section VIII

### Miscellaneous Provisions

- 8.1** In the event of resignation or inability to serve as the Plan Administrator, the Plan Sponsor may appoint a successor.
- 8.2** If during the operation of the Plan, the United States Government, the government of any state or any instrumentality or either shall assess any tax against the Plan and the Plan Administrator is required to pay such tax, the Plan Administrator shall report the payment to the Plan Sponsor who will reimburse the Plan Administrator for such tax or assessment.
- 8.3** The Plan Administrator shall incur no liability to the Plan Sponsor or to an employee or dependent of the Plan Sponsor for any act or failure to act not directly connected with processing and payment of claims as provided in this Agreement, except where the liability is proximately caused solely by the gross negligence or willful misconduct of the Plan Administrator. To the extent allowed by law, the Plan Sponsor shall hold the Plan Administrator harmless from and indemnify it against any and all liability, claims, damages (including punitive or consequential damages), costs, expenses, or fees (legal or otherwise) incurred or paid in connection therewith which might be asserted by the Plan, the Plan Sponsor's employees or other persons for which the Plan Administrator would not be liable to the Plan Sponsor as set forth above.
- 8.4** Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.
- 8.5** This Agreement may be amended by the Plan Sponsor and the Plan Administrator at any time by mutual written consent of said parties.
- 8.6** The Plan Sponsor hereby is designated the agent for service of legal process on behalf of the Plan, in its principal office.

IN WITNESS THEREOF, the Plan Sponsor and the Plan Administrator have executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Farmersville**

**TML Intergovernmental Employee Benefits Pool**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name Susan L. Smith

Title \_\_\_\_\_

Title Executive Director

Address \_\_\_\_\_

Healthcare Limitation amounts are limited to \$\_\_\_\_\_.

(standard maximum \$2,500 (January 2013 and thereafter) or amount established by Employer)

The Section 125 Flex Plan Year is \_\_\_\_\_ to \_\_\_\_\_



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** July 23, 2013

**SUBJECT:** Discuss Proposed Fiscal Year Budget 2013 – 2014

- Budget information will be presented at the Workshop for discussion
- The Budget Calendar is attached

**ACTION:** Information only. No action required.

## 2013 PLANNING CALENDAR

NAME OF CITY: Farmersville

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<u>April - May</u>	Mailing of "Notices of Appraised Value" by Chief Appraiser.
<u>May 15, 2013</u>	Deadline for submitting Appraisal Records to ARB.
<u>July 20 (Sept. 2)</u>	Deadline for ARB to approve Appraisal Records.
<u>July 25, 2013</u>	Deadline for Chief Appraiser to certify Appraisal Rolls to each Taxing Unit.
<u>                    </u>	Certification of anticipated collection rate by collector.
<u>                    </u>	Calculation of Effective and Rollback Tax Rates
<u>                    </u>	Publication of Effective and Rollback Tax Rates, statement and schedules; submission governing body.
<u>08/09/13</u>	72 Hour Notice for meeting (Open Meeting Notice.)
<u>08/13/13</u>	Meeting of Governing Body to Discuss Tax Rates; If proposed tax rate will exceed the Rollback Rate or the Effective Tax Rate (whichever is lower), take record vote and schedule Public Hearing.
<u>08/01/13</u>	"Notice of Public Hearing on Tax Increase" is the first quarter-page notice in newspaper, on TV and Website, if available, published at least <b>seven (7) days</b> before Public Hearing.
<u>08/09/13</u>	72 Hour Notice for Public Hearing (Open Meeting Notice.)
<u>08/13/13</u>	First Public Hearing
<u>08/23/13</u>	72 Hour Notice for Second Public Hearing (Open Meeting Notice.)
<u>08/27/13</u>	Second Public Hearing; Schedule and announce meeting to adopt Tax Rate, <b>three to fourteen (3 - 14) days</b> from this date.
<u>08/29/13</u>	"Notice of Vote on Tax Rate" * published <u>before</u> meeting to Adopt Tax Rate is the second quarter-page notice in newspaper before meeting and published on TV and Web site (if available), at least <b>seven (7) days before meeting</b> .
<u>09/06/13</u>	72 Hour Notice for meeting at which governing body will adopt Tax Rate (Open Meeting Notice.)
<u>09/10/13</u>	Meeting to Adopt Tax Rate. Schedule meeting <b>three to fourteen (3 to 14) days after</b> second Public Hearing. Taxing unit must adopt tax rate before <b>September 30 or 60 days</b> after receiving Certified Appraisal Roll, whichever is later.

*Reminder: Allow sufficient advance notification required by the newspaper to place an add.*

\* S.B. 18 may be interpreted as requiring one or two notices of vote on a tax rate. Either interpretation is reasonable and advice of taxing unit legal counsel should be sought to determine which approach to take in notifying the public of the meeting at which the governing body will vote on the tax rate.

**Please provide a copy of your Ordinance adopting your Tax Rate to the Collin County Tax Office by September 18, 2013.**

Please Email to: [kthier@co.collin.tx.us](mailto:kthier@co.collin.tx.us)

or Mail to: Karen Thier, Collin County Tax Office, P. O. Box 8046, McKinney, TX 75070

or FAX to: 214-491-4808