

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
September 24, 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.

II. READING OF ORDINANCES

- A. First Reading – Consider, discuss and act upon an ordinance regulating game rooms and amusement redemption machines
- B. First Reading – Consider, discuss and act upon an ordinance regarding Atmos' 2013 Annual Rate Review Mechanism
- C. First Reading – Consider, discuss and act upon revisions to the noise ordinance pertaining to construction noise

III. REGULAR AGENDA

- A. Consider, discuss and act upon a site plan for a dentist office to be located at 1704 West Audie Murphy Parkway
- B. Receive, discuss and act upon a presentation from First Southwest regarding funding for the electric utility
- C. Update on the electrical system and related items regarding the transition from Sharyland Utilities to the City of Farmersville
- D. Consider, discuss and act upon naming the municipally owned electric system
- E. Consider, discuss and act upon the City Financial Reports
- F. Consider, discuss and act upon nominating a candidate to serve on the Central Appraisal District of Collin County Board of Directors
- G. Consider, discuss and act upon an IT contract with TLC Netcon, Inc.
- H. Update on Main Street Bridge, closures and Highway 380 improvements

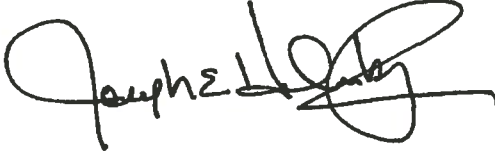
IV. EXECUTIVE SESSION

- A. Section 551.071, **CONSULTATION WITH CITY ATTORNEY**, and Section 551.072, **DELIBERATION REGARDING REAL PROPERTY**
 - 1. Consultation with City Attorney regarding and consideration, discussion and possible action regarding real property

V. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

VI. ADJOURNMENT

Dated this the 20th day of September, 2013.



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 September 20, 2013 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 24, 2013

SUBJECT: First Reading – Consider, discuss and act upon an ordinance regulating game rooms and amusement redemption machines

- Ordinance is attached for review
- City Attorney Alan Lathrom will be available for questions

ACTION: Approve or disapprove ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2013-1008-002**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, BY AMENDING CHAPTER 8, "AMUSEMENTS AND ENTERTAINMENT," THROUGH THE ADOPTION OF A NEW ARTICLE V TO BE ENTITLED "REGULATION OF GAME ROOMS AND AMUSEMENT REDEMPTION MACHINES" BY ADOPTING NEW SECTIONS 8-300 THROUGH 8-317 THAT ESTABLISH A LICENSING AND REGULATORY PROCESS REGARDING THOSE MACHINES WHICH ARE COMMONLY REFERRED TO AS "EIGHT-LINERS"; AND AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS THROUGH THE AMENDMENT OF APPENDIX A, "MASTER FEE SCHEDULE," BY AMENDING ARTICLE VI, "BUSINESS, COMMERCE, AND GOVERNMENT," BY AMENDING SECTION 6-1 ENTITLED "BUSINESS AND COMMERCE PERMITS AND LICENSES" TO ADD THE OCCUPATION TAX CHARGED FOR EACH "AMUSEMENT REDEMPTION MACHINE," AS DEFINED HEREIN, AND ADD THE ANNUAL INSPECTION AND LICENSE FEE REQUIRED FOR AN "AMUSEMENT REDEMPTION MACHINE GAME ROOM" OR "GAME ROOM" AS THOSE TERMS ARE DEFINED HEREIN AND ADOPTED HEREBY; 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 ("City Council") is concerned about the number of Amusement Redemption Machine Game Rooms that have opened in the City of Farmersville, Texas, along U.S. Highway 380 and State Highway 78 given the size of the community; and

WHEREAS, the City Council is concerned by the number of inquiries that are received regarding the possible relocation or new openings of Amusement Redemption Machine Game Rooms within the corporate limits of the City of Farmersville; and

WHEREAS, the City has attempted to regulate Amusement Redemption Machine Game Rooms through the specific use permit ("SUP") process of the Zoning Ordinance; and

WHEREAS, the City has identified certain shortcomings in its attempt to regulate Amusement Redemption Machine Game Rooms through the specific use permit ("SUP") process of the Zoning Ordinance in addressing the concerns; and

WHEREAS, the City has identified certain negative secondary effects arising out of and related to the operation of Amusement Redemption Machine Game Rooms along the gateways into and through the City as well as the impact such businesses have on the public's opinion of the City; and

WHEREAS, the City Council of the City of Farmersville has determined that it is in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City that Redemption Machine Game Rooms should be regulated through a permitting and licensing process in addition to the City's use of zoning as a regulator of Redemption Machine Game Rooms.

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

SECTION 1. FINDINGS INCORPORATED

All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Farmersville, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

SECTION 2. AMENDMENT TO CHAPTER 8, "AMUSEMENTS AND ENTERTAINMENT," OF THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, THROUGH THE ADOPTION OF A NEW ARTICLE V, TO BE ENTITLED "REGULATION OF GAME ROOMS AND AMUSEMENT REDEMPTION MACHINES" BY ADOPTING NEW SECTIONS 8-300 THROUGH 8-317 THAT ESTABLISH A LICENSING AND REGULATORY PROCESS REGARDING THOSE MACHINES WHICH ARE COMMONLY REFERRED TO AS "EIGHT-LINERS."

From and after the adoption of this Ordinance, Chapter 8, entitled "Amusements and Entertainment," is amended by the adoption of a new Article V, entitled "Regulation of Game Rooms and Amusement Redemption Machines," by the adoption of new Sections 8-300 through 8-317, to read as follows:

"Sec. 8-300. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A. *Amusement Redemption Machine* means:

- 1) a recreational machine that provides the user with an opportunity to receive something of value other than a right of replay and which complies with all applicable federal, state and local laws and regulations applicable to such machines.
- 2) a skill or pleasure coin-operated machine that is designed, made and adapted solely for bona fide amusement purposes, and that by operation of chance or a combination of skill and chance affords the user an opportunity to receive exclusively non-cash merchandise prizes, toys, novelties, or a representation of value redeemable for those items.
- 3) any electronic, electromechanical or mechanical contrivance designed, made and adapted solely for bona fide

amusement purposes if the contrivance rewards the player exclusively with non-cash merchandise, prizes, or novelties, or a representation of value redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than ten times the amount charged to play the game or device once or \$5.00, whichever amount is less.

- B. *Amusement Redemption Machine Game Room* or *Game Room* means any establishment, building, facility or other place where two or more Amusement Redemption Machines, with the exception of excluded machines, are displayed or exhibited for public use.
- C. *City Official* means a police officer, code enforcement officer or building official of the City of Farmersville.
- D. *Excluded machines.* An Amusement Redemption Machine game room does not include:
 - 1) A machine that awards the user non-cash merchandise prizes, toys or novelties solely and direct from the machine, including claw, crane, or similar machines; nor
 - 2) A machine from which the opportunity to receive non-cash merchandise prizes, toys, or novelties, or a representation of value redeemable for those items, varies depending upon the user's ability to throw, roll, flip, toss, hit, or drop a ball or other physical object into the machine or a part thereof, including basketball, skeet ball, golf, bowling, pusher, or similar machines; nor
 - 3) A machine or any device defined in section 47.01 of the Texas Penal Code as a gambling device, or any activity prohibited or described in Chapter 47 of the Texas Penal Code.
- E. *Game Room Owner* or *Owner* means a person who has an ownership interest of at least twenty-five percent (25%) in a Game Room.
- F. *Licensee* means any person, individual, firm, company, association, or corporation operating an *Amusement Redemption Machine Game Room* in the City.
- G. *Operational Machine* means an Amusement Redemption Machine that is ready to be played and which is accessible to the public.
- H. *Permittee* means any person, individual, firm, company, association, or corporation maintaining, displaying for public patronage, or otherwise keeping for operation the public any gaming machine in the city.

Sec. 8-301. Permit Required; License Required.

- A. No person shall maintain, display for public patronage, or otherwise keep for operation by the public any Amusement Redemption Machine without first obtaining a permit from the Chief of Police issued under the terms and conditions of this article. No permit shall be issued until the occupation tax has been paid for each such Amusement Redemption Machine as required by this article.
- B. No person shall operate an Amusement Redemption Machine Game Room in the city without first obtaining a license from the Chief of Police, as required by this section. No license shall be issued until the occupation tax has been paid by the Game Room Owner for each Amusement Redemption Machine within the premises, and the applicable Game Room license fee has been paid by the Game Room Owner.

Sec. 8-302. Occupation Tax Levied.

- A. Every person who owns, controls, exhibits, displays, or permits to be exhibited or displayed in this city any Amusement Redemption Machine shall pay, and there is hereby levied on every Amusement Redemption Machine except such as are exempted in this article, an annual occupation tax per machine equal to twenty-five percent (25%) of the occupation tax charged and collected by the state.
- B. Nothing in this section shall prevent the operator of the Amusement Redemption Machines from paying the tax levied in this section for the account of the Owner, but the payment of the tax by the operator or other person shall not relieve the Owner from the responsibility of complying with all provisions of this article.

Sec. 8-303. Payment of Occupation Tax; Receipt to be Attached to Amusement Redemption Machine.

- A. The occupation tax levied by this article shall be paid to the city clerk, who shall issue an occupation tax receipt.
- B. The occupation tax receipt shall be attached to the Amusement Redemption Machine mentioned in the receipt and shall bear the serial number of the particular Amusement Redemption Machine.
- C. It shall be unlawful for any person to operate, exhibit, or display any Amusement Redemption Machine in the City without having attached thereto an occupation tax receipt. It shall also be unlawful for any occupation tax receipt issued for a certain Amusement Redemption Machine to be transferred to any other Amusement Redemption Machine.
- D. The fee for issuing a replacement occupational tax receipt for one lost, destroyed or mutilated shall be as determined from time to time by City Council.

Sec. 8-304. Payment of Annual Inspection and License Fee; Issuance of License.

An owner, operator, or lessee of an Amusement Redemption Machine Game Room shall be required to secure a license annually. An Amusement Redemption Machine Game Room shall be required to secure a license by paying to the City an annual inspection and Amusement Redemption Machine Game Room license fee of One Hundred Dollars (\$100.00) per machine kept within and about the licensed premises. Upon payment of the fee and compliance with all licensing requirements, the license shall be issued by the Chief of Police, or his designee.

Sec. 8-305. Term of License; Jurisdiction; Scope.

A license issued for an Amusement Redemption Machine Game Room under this article:

- 1) Is an annual license which expires December 31 of each year unless it is suspended or cancelled earlier;
- 2) Is effective for a single place of business only;
- 3) Vests no property right in the Licensee except to maintain, display for public patronage, and permit the use or skill or pleasure of Amusement Redemption Machines in accordance with the terms and conditions of this article;
- 4) Shall automatically expire if the licensee thereof sells the property or the business, transfers equity to accomplish same, or otherwise disposes of Amusement Redemption Machines; and
- 5) Is not assignable or transferable.

In addition, the City shall not refund any portion of a license fee after the license is issued, nor shall it prorate or reduce in amount any fee due to the City. Notwithstanding the foregoing, the initial license issued to an existing Amusement Redemption Machine Game Room following the adoption of this Ordinance and the Game Room's compliance with the requirements of this Ordinance shall not expire until December 31, 2014. Thereafter, any such license shall expire as provided herein-above.

Sec. 8-306. Restrictions, Regulations, Controls, and Limitations.

- A. All building and fire code standards must be met. Inspection by building officials and the issuance of a certificate of occupancy shall be obtained before a license for an Amusement Redemption Machine Game Room is issued.

- B. Amusement Redemption Machine Game Rooms shall be permitted only in the Light Industrial (I-1) District upon the granting of a specific use permit (SUP).
- C. Only one Amusement Redemption Machine Game Room shall be permitted on any lot or in any single building, structure or strip center.
- D. No Amusement Redemption Machine Game Room shall be situated within 1,000 feet of any church, school, daycare, hospital or any other Amusement Redemption Machine Game Room. The distance shall be measured in a straight line without regard to intervening objects or structures and from the nearest lot line of the Amusement Redemption Machine Game Room seeking a license to the nearest lot line of the church, school, daycare, hospital or any other Amusement Redemption Machine Game Room.
- E. No alcoholic beverages shall be served or allowed on the licensed premises. No Amusement Redemption Machines or related business activities shall be allowed to be situated and/or performed outdoors.
- F. The hours of operation for an Amusement Redemption Machine Game Rooms shall be limited to the following hours:
 - 1) Monday through Thursday, open at 8:30 a.m. and close at 11:00 p.m.:
 - 2) Friday and Saturday, open at 8:30 a.m. and close at 12:00 a.m.; and
 - 3) Sundays and holidays, open at 12:00 p.m. and close at 11:00 p.m.
- G. One parking space shall be provided for each two Amusement Redemption Machines within the Amusement Redemption Machine Game Room, plus one additional parking space for each employee per shift.
- H. The owner, operator, or manager of the licensed premises must be present to supervise the operation of the Amusement Redemption Machine Game Room. The Amusement Redemption Machine Game Room shall not be left unattended.
- I. Amusement Redemption Machines must be situated within the licensed premises as to be in full and open public view, which entails being visible to all patrons of the establishment.
- J. No person under the age of 18 years shall be permitted inside the building, structure, facility or space housing the Amusement Redemption Machine Game Room.

- K. A sign stating that no one under the age of 18 is allowed inside the Amusement Redemption Machine Game Room building shall be posted in plain sight immediately inside the entrance stating that:
- "No person under the age of 18 years shall be permitted inside the building, structure, facility or space housing the Amusement Redemption Machine Game Room."
- L. An Amusement Redemption Machine Game Room operator must be a person who is at least 18 years of age.
- M. The total number of Amusement Redemption Machine allowed in one Amusement Redemption Machine Game Room establishment shall be limited to the maximum number approved in conjunction with a specific use permit or 50 Redemption Machine Games, whichever number is greater. Any back-up or replacement Redemption Machine Games shall be secured in a locked storage area or closet to which the public is not allowed to enter and such machines shall not be connected to electricity or otherwise operational. The occupation tax on such back-up or replacement Redemption Machine Games shall be paid annually regardless of whether such machines are used by the Game Room's patrons.
- N. Nothing contained herein shall be construed or have the effect to license, permit, authorize or legalize any machine, device, table, or gaming machine, the keeping, exhibition, operation, display or maintenance of which is illegal or in violation of any ordinance of the city, any section of the penal code of this state, or the constitution of this state.

Sec. 8-307. Application for Amusement Redemption Machine Game Room License.

An applicant for a license under the provisions of this article shall file with the City Secretary a written application on a form provided for that purpose by the Chief of Police which shall be signed by the applicant, who shall be the Owner of the Amusement Redemption Machine Game Room sought to be licensed. A separate application must be filed for each location sought to be licensed. The following information is required in the application:

- 1) Name, address, telephone number, and driver's license number of the applicant if the applicant is a natural person;
- 2) Name, address, telephone number and driver's license number of all persons who own twenty-five percent (25%) or more interest in the Amusement Redemption Machine Game Room;
- 3) Name, address, telephone number and driver's license number of all corporate officers, if any, of the such business;

- 4) Name, address, telephone number of the business;
- 5) If incorporated, the name of the business registered with the Texas Secretary of State;
- 6) If a partnership, the name, address, telephone number and driver's license of each of the general and limited partners;
- 7) The trade name by which the applicant does business and a true and correct copy of the registration of the applicant's assumed name filed in the office of the Collin County Clerk, bearing the file mark or stamp that evidences its filing in that office.
- 8) The street address of the premises;
- 9) If applicant is not the owner of the premises, the applicant shall furnish the name, address, and telephone number of the property owner;
- 10) Name, address, and telephone number of the operator of the premises to be permitted;
- 11) Number of Amusement Redemption Machines in the premises to be permitted and the serial number of each Amusement Redemption Machine;
- 12) Whether a previous license of the applicant, or, if applicable, a corporate officer of the applicant, has been revoked within two years of filing of the application; and
- 13) The previous occupation(s) of the applicant and, if applicable, all corporate officers and partners of the applicant within the preceding five years;
- 14) A notarized statement, under oath, that:
 - (a) All the facts contained in the application are true and correct;
 - (b) The Amusement Redemption Machines are not and will not be used as gambling devices;
 - (c) The location and operation of the Amusement Redemption Machine Game Room will not violate any applicable deed restrictions;
 - (d) The Amusement Redemption Machine Game Room will be operated in accordance with all laws;
- 15) Name, address, and telephone number of an emergency contact person who can be reached after hours;
- 16) A site plan, landscape plan and floor plan of the Amusement Redemption Machine Game Room interior, in addition to any

other plans that may be required by the City's ordinances, drawn to scale and sealed by a professional engineer or professional architect licensed by the state depicting the layout of the Amusement Redemption Machine Game Room interior specifically including, but not limited to, the location of all Amusement Redemption Machines, coin-operated machines or devices, the manager's station(s), restroom facilities, kitchen and bar facilities, if any, and all areas to which patrons will not be permitted.

Any failure to provide the documents required by this section shall be grounds for denial of the application to which it applies.

Sec. 8-307. Renewal of Amusement Redemption Machine Game Room License

- A. A license may be renewed for the following calendar year beginning October 1 of each year by filing a completed application for each license and paying the applicable fee set forth in this article. A renewal application shall be subject to the same requirements in this section for a license application.
- B. Upon the expiration of a license, the licensee shall obtain a renewal if the licensee wishes to continue operating an Amusement Redemption Machine Game Room. Failure to obtain the renewal within thirty (30) days after expiration will require such person to pay an additional late fee in an amount equal to twenty percent (20%) of the fee actually due or twenty percent (20%) of the previous year's fee, whichever amount is greater, in order to obtain reinstatement of his license. Nothing herein authorizes the licensee to operate after the expiration of a license and before a renewal is effective

Sec. 8-308. Grounds for denial of License; applicants or Licensees indebted to City.

- A. The Chief of Police shall refuse to approve issuance or renewal of a permit for one or more of the following reasons:
 - 1) Any failure to provide the information required by this article;
 - 2) A determination by the Chief of Police that inaccurate, erroneous or incomplete information has been submitted;
 - 3) A false statement as to a material matter made in an application for a license;
 - 4) Revocation of a license, pursuant to this article, of the applicant or corporate officer of the applicant within two years preceding the filing of the application;

- 5) The applicant or a co-owner for such license has, within the past ten years, been convicted of a crime involving moral turpitude.
- B. The Chief of Police shall not issue or renew a license under this article and shall suspend or cancel a license if it be determined that the applicant or licensee is indebted to the City for any fee, costs, penalties, or delinquent taxes.

Sec. 8-309. Cancellation of License for Violation of Article.

If any individual, company, corporation or association who owns, operates, exhibits, or displays any Amusement Redemption Machine(s) in an Amusement Redemption Machine Game Room in this City shall violate any provision of this article, the Chief of Police shall have the power and authority to cancel all licenses issued hereunder to any of the foregoing by giving written notice, stating the reason justifying such cancellation, and the same shall be cancelled ten days from date of such notice. No license shall be issued within a period of one year to anyone whose license has been cancelled, except at the discretion of the City Council. If the license of an individual, company, corporation, or association owning, operating, or displaying Amusement Redemption Machines in this City is cancelled, such individual, company, corporation or association shall not operate, display or permit to be operated or displayed such Amusement Redemption Machines in any Amusement Redemption Machine Game Room until the new license is granted.

Sec. 8-310. Appeal from denial or cancellation of License.

If the Chief of Police refuses to approve the issuance of a license or the renewal of a license to an applicant, or cancels a license issued under this article, this action is final unless the applicant or licensee, within ten days after the receipt of written notice of the action, files a written appeal with the judge of the municipal court, who shall, within ten days after the appeal is filed, consider all the evidence in support of or against the action appealed, and render a decision, either sustaining or reversing the action. If the judge of the municipal court sustains the action of the Chief of Police, the applicant or licensee may, within ten days of that decision, file a written appeal with the City Secretary to the City Council setting forth specific grounds for the appeal. The City Council shall, within 30 days, grant a hearing to consider the action. The City Council has authority to sustain, reverse, or modify the action appealed. The decision of the City Council is final.

Sec. 8-311. Display of License.

A license issued under this article for an Amusement Redemption Machine Game Room shall be displayed at or near the entrance of the business premises, and such display shall be permanent and conspicuous.

Sec. 8-312. Replacement License.

A replacement license may be issued for one lost, destroyed, or mutilated, upon application on a form provided by the Chief of Police. A replacement license shall have the word "REPLACEMENT" stamped across its face and shall bear the same number as the one it replaces.

Sec. 8-313. Inspections.

A. The premises in which such Amusement Redemption Machines are located shall conform to all building codes and fire prevention codes of the City and the Fire Marshal of the City and his assistants and the Chief Building Official may enter into the premises where such Amusement Redemption Machines are located at any time during normal business hours for the purposes of inspecting said premises for fire hazards.

B. All law enforcement personnel of the City shall have the right to enter into said premises at any time during normal business hours for the purpose of enforcement of the terms of this article.

C. The City shall have the authority to seal any coin-operated machine located in any Amusement Redemption Machine Game Room for which the occupation tax has not been paid. A \$5.00 fee will be charged for the release of any machine sealed for non-payment of said occupation tax.

D. The City shall have the authority to seal any coin-operated machine located in any Amusement Redemption Machine Game Room for which a license fee has not been paid. A \$50.00 fee will be charged for the release of any machine sealed for non-payment of said license fee.

Sec. 8-314. Responsibility of Licensee.

A licensee hereunder shall not permit any of the following activities within the licensed premises:

- 1) The sale, purchase, possession or consumption of any alcoholic beverages as the same is defined by the Texas Alcoholic Beverage Code, unless the premises are licensed under the provisions of said code and the ordinances of the city for the sale, purchase, possession, or consumption of alcoholic beverages.
- 2) The operation of any Amusement Redemption Machine by a person younger than 18 years of age

Sec. 8-315. Parking Facilities.

Any person who desires a license for the operation of two or more Amusement Redemption Machines in one specific location shall be required to provide sufficient off-street parking to accommodate the

vehicles and bicycles of the patrons as provided herein. Such parking area shall be maintained in a safe, clean manner and shall not interfere with safe and expeditious movement of other vehicular or pedestrian traffic. Depending on the location of licensed premises, bicycle racks may be required.

Sec. 8-316. Bicycle storage racks.

A licensee hereunder shall provide sufficient bicycle storage racks so as to adequately provide for the storage of bicycles utilized by patrons of the licensed premises if such racks be needed.

Sec. 8-317. Violations of existing laws not authorized.

Nothing herein shall be construed or have the effect to license, permit, authorize or legalize any machine, device, table, or gaming machine, the keeping, exhibition, operation, display or maintenance of which is illegal or in violation of any ordinance of the city, any section of the penal code of this state, or the constitution of this state."

SECTION 3. AMENDMENT TO APPENDIX A, "MASTER FEE SCHEDULE," BY AMENDING ARTICLE VI, "BUSINESS, COMMERCE, AND GOVERNMENT," BY AMENDING SECTION 6-1 ENTITLED "BUSINESS AND COMMERCE PERMITS AND LICENSES" TO ADD THE OCCUPATION TAX CHARGED FOR EACH "AMUSEMENT REDEMPTION MACHINE," AS DEFINED HEREIN, AND ADD THE ANNUAL INSPECTION AND LICENSE FEE REQUIRED FOR AN "AMUSEMENT REDEMPTION MACHINE GAME ROOM" OR "GAME ROOM" AS THOSE TERMS ARE DEFINED HEREIN AND ADOPTED HEREBY.

From and after the adoption of this Ordinance, Appendix A, entitled "Master Fee Schedule," is amended by amending Article VI, entitled "Business, Commerce, and Government," by amending Section 6-1 entitled "Business and Commerce Permits and Licenses" to add the occupation tax charged for each "Amusement Redemption Machine," as defined herein, and add the annual inspection and license fee required for an "Amusement Redemption Machine Game Room" or "Game Room" as those terms are defined herein and adopted hereby, to read as follows:

Service	Fee
"Amusement Redemption Machine" occupation tax (per machine)	25% of state occupation tax to be paid annually
Release of seal on any machine for which occupation tax was not properly paid	\$5.00 plus payment of occupation tax
"Amusement Redemption Machine Game Room" License	\$100 per machine located in the Game Room
Release of seal on any machine for which Game Room License Fee was not properly paid	\$50.00 plus payment of Game Room License Fee

SECTION 4. 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 five hundred dollars (\$ 500.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 24th day of September, 2013, and second reading on the 8th day of October, 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 8th day of October, 2013.

APPROVED:

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

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 24, 2013

SUBJECT: First Reading – Consider, discuss and act upon an ordinance regarding Atmos' 2013 Annual Rate Review Mechanism

- Ordinance is attached for review

ACTION: Approve or disapprove the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE NO. O-2013-1008-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2013 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; PROVIDING A MOST FAVORED NATIONS CLAUSE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

WHEREAS, the City of Farmersville, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM tariff; and

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and

WHEREAS, the RRM renewal tariff contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about July 15, 2013, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by \$22.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenues by \$16.6 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and in the public interest;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 3. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That if ACSC determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in Atmos' 2013 RRM filing would be more beneficial to the ACSC Cities than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally and automatically accrue to the ACSC Cities, including the City, without the need for City to take any further action. If this automatic adjustment occurs, Atmos Mid-Tex shall promptly thereafter file with the City an amended tariff documenting the adjustment to rates.

Section 8. That this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after November 1, 2013.

Section 9. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this _____ day of _____, 2013.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary

APPROVED AS TO FORM:

Alan Lathrom, City Attorney

Attachment A

**Atmos Mid-Tex Tariffs
Effective November 1, 2013**

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 17.70 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 17.72 per month
Commodity Charge – All <u>Ccf</u>	\$0.05831 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 35.75 per month
Rider CEE Surcharge	\$ 0.10 per month ¹
Total Customer Charge	\$ 35.85 per month
Commodity Charge – All Ccf	\$ 0.06893 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.97	0.1318	96.50	0.5659
Austin	11.05	0.1262	189.59	0.7195
Dallas	13.13	0.1832	171.84	0.8797
Waco	9.78	0.1262	117.60	0.5774
Wichita Falls	10.99	0.1297	107.70	0.5041

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 24, 2013

SUBJECT: First Reading – Consider, discuss and act upon revisions to the noise ordinance pertaining to construction noise

- Ordinance is attached for review

ACTION: Approve or disapprove the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2013-1008-003**

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 44, "NUISANCES," THROUGH THE AMENDMENT OF ARTICLE II "NOISE REGULATION," BY AMENDING SECTION 44-50, "SPECIFIC NOISE DISTURBANCE PROHIBITED," BY AMENDING PARAGRAPH (h), "CONSTRUCTION/MAINTENANCE WORK," BY ADDING NEW SUBPARAGRAPHS (5) AND (6) REGARDING CONSTRUCTION AND MAINTENANCE WORK PERFORMED OUTSIDE OF REGULARLY PERMITTED "WORKING HOURS"; 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, Texas ("City Council") realizes that loud noise and noises that are louder than the normal background noise at certain hours of the day or night can be detrimental or offensive to the inhabitants of the City; and

WHEREAS, the City Council's duty is to protect the citizens of Farmersville to assist the enjoyment of life, health and minimize contention regarding public peace and comfort; and

WHEREAS, the City Council realizes that construction work must be performed in order to repair or maintain existing improvements and to bring new growth and development to Farmersville; and

WHEREAS, the high temperatures during Texas summers can prevent the proper curing and hardening of concrete which may cause a shorter lifespan of the concrete; and

WHEREAS, concrete contractors can work around the issues cause by high daytime temperatures by pouring concrete at night when it is cooler; and

WHEREAS, the City's current noise ordinance does not allow construction work to be performed at night when temperatures are cool enough for a concrete contractor to pour concrete; and

WHEREAS, the City Council, after due deliberation and consideration of the foregoing issues, has determined that it is in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City that an exemption should be established with certain requirements regarding construction noise outside the usual hours of operation allowed for construction and maintenance work.

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

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 44, "NUISANCES," THROUGH THE AMENDMENT OF ARTICLE II "NOISE REGULATION," BY AMENDING SECTION 44-50, "SPECIFIC NOISE DISTURBANCE PROHIBITED," BY AMENDING PARAGRAPH (h), "CONSTRUCTION/MAINTENANCE WORK," BY ADDING NEW SUBPARAGRAPHS (5) AND (6) REGARDING CONSTRUCTION AND MAINTENANCE WORK PERFORMED OUTSIDE OF REGULARLY PERMITTED "WORKING HOURS."

From and after the effective date of this Ordinance, Section 44-50, entitled "Construction/Maintenance Work" is hereby amended by amending Paragraph (h), thereof, by adding new subparagraphs (5) and (6) to read as follows:

"Sec. 44-50. – Construction/Maintenance Work.

(1) * * * *

(5) Notwithstanding the provisions of Subparagraphs (1) through (4) of this Paragraph (h), construction and/or maintenance work may be performed between the hours of 10:00 p.m. and 6:00 a.m. only after receiving permission from the City Manager or his designee upon applicant's showing that such work cannot reasonably or efficiently be performed otherwise.

(6) At locations where voluntary compliance with the recommended limitations regarding the performance of construction and maintenance work between the hours of 10:00 p.m. and 6:00 a.m. is not being observed and the City receives one or more complaints from any resident of a residence or quiet zone within five hundred feet (500') of the work site, the City may issue written orders to stop work or further regulate site construction working hours if site work is being done outside the defined time guidelines or is interfering with the reasonable tranquility of a neighborhood."

SECTION 3. PENALTY

Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$500.00. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur. Allegation and

evidence of a culpable mental state is not required for the proof of an offense defined by this article.

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 24th day of September, 2013, and second reading on the 8th day of October, 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 8th day of OCTOBER, 2013.

APPROVED:

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

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 24, 2013

SUBJECT: Consider, discuss and act upon a site plan for a dentist office to be located at 1704 West Audie Murphy Parkway

- Site Plan information will be hand-delivered to the Council
- Public may come to City Hall and request a copy or review this information
- Planning & Zoning Commission recommends approval of the site plan provided contingencies with the landscape and irrigation plan. P&Z's Draft minutes are included for review under Item II – B.

ACTION: Approve or disapprove the site plan as presented.

FARMERSVILLE PLANNING & ZONING COMMISSION
REGULAR SESSION MINUTES
SEPTEMBER 16, 2013

The Farmersville Planning and Zoning Commission met in regular session on September 16, 2013 at 6:30 p.m. at the City of Farmersville Council Chambers with the following members present: Patti Ford, Mark Vincent, Craig Overstreet and Lee Warren. Members absent were Todd Rolen, Bryce Thompson and Tom Waitschies. Staff members present was City Manager Ben White, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Klostermann was present.

CALL TO ORDER AND RECOGNITION OF CITIZENS/VISITORS

Chairman Lee Warren called the meeting to order at 6:30pm. Edie Sims called roll and announced that a quorum was present.

Item II – A) CONSIDER, DISCUSS AND ACT UPON MINUTES FROM JULY 15, 2013 P&Z MEETING

Craig Overstreet motioned to approve the minutes as written with Patti Ford seconding the motion. Motion carried unanimously.

Item II – B) CONSIDER, DISCUSS AND ACT UPON A SITE PLAN FOR A DENTIST OFFICE TO BE LOCATED AT 1704 WEST AUDIE MURPHY PARKWAY

City Manager Ben White came before the Commission offering information regarding the site plan for a dentist office to be located at 1704 West Audie Murphy Parkway. The building design, architecture and building permitting process has been evaluated other than the site plan. Daniel and Brown, Inc. has reviewed the site plan and had a couple of contingencies, an item on the landscape plan and an issue with the irrigation plan. Mr. White recommended the site plan be approved pending the architecture of the landscape plan and the irrigation plan.

Fray Webster, representative of Bramata General Contractors, came before the Commission to state his firm is more than willing to rectify any issues or concerns. The plans presented are a standardized set of plans that his firm has been using for dentist offices throughout the metroplex. Mr. Webster stated the landscape and irrigation issues will be brought into compliance.

Craig Overstreet questioned the location of the nearest fire hydrants with Mr. Webster and Mr. White acknowledging the placements and that they are in compliance.

Craig Overstreet motioned to approve the site plan with the changes meeting specifications. Mark Vincent seconded the motion. Motion carried unanimously.

Item II – C) CONSIDER, DISCUSS AND ACT UPON INFORMATION OF A PRELIMINARY SITE PLAN FOR AN ASSISTED LIVING FACILITY TO BE LOCATED IN MURPHY'S CROSSING #2 AND #3, LOTS 15 AND 16

City Manager Ben White requested this item be tabled as the documentation is not prepared for presentation. Patti Ford motioned to table this item with Mark Vincent seconding the motion. Motion carried unanimously.

Item III) ADJOURNMENT

Craig Overstreet motioned to adjourn with Patti Ford seconding the motion. P&Z Commission adjourned at 6:39 p.m.

ATTEST:

Lee Warren, Chairman

Bryce Thompson, Secretary



13 September 2013

Mr. Lee Warren
Chairman, Planning and Zoning Commission
City of Farmersville
205 South Main Street
Farmersville, Texas 75442

Subject: Dentist Office Site Plan Recommendation Letter, 1704 West Audie Murphy Parkway

Dear Mr. Warren,

The site plan documentation for a Dentist Office located at 1704 West Audie Murphy Parkway is complete and ready for submission to the City of Farmersville Planning and Zoning Board. The documentation meets the required submission standards as noted below:

1. The documentation set is approved.
 - a. A signed application is on file.
 - b. The site plan documentation has been recommended for approval by our City Engineer, Daniel & Brown Inc (13 September 2013) contingent upon the completion of items related to the irrigation plan and the landscape plan. Please see attached.
2. The City of Farmersville Public Works Director has verified the package has followed the correct process steps.

I recommend the Dentist office site plan documentation package be approved contingent upon the satisfactory completion of the items recommended by the City Engineer.

Sincerely,

Benjamin L. White, P.E.
City Manager/Public Works Director



DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

13 September, 2013

Mr. Ben White, P.E.
City Manager/Director of Public Works
City of Farmersville
205 S Main Street
Farmersville, Texas 75442

RE: Murphy's Crossing
Farmersville Dental Office
2nd Review

Mr. White:

The revised plans for the Farmersville Dental Office to be located at Lot 18E of Murphy's Crossing Phase III have been reviewed. All original comments from the review letter dated 18 August 2013 have been addressed. The landscape plan and irrigation plan which were not included with the original plans have been submitted with the revised plans.

Irrigation Plan

1. It is not clear if the irrigation has a separate meter or is connected to the domestic water service. Please clarify.

Landscape Plan

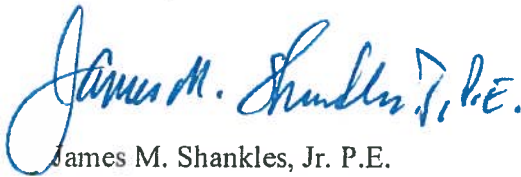
1. Please see City of Farmersville Landscape Plan (Section 11 of the Zoning Ordinance) requirements.
2. Please show the A/C units and screening on the landscape plan. It appears to show plantings at that location.
3. The plan must be prepared by a landscape architect or other properly qualified professional. See 11-E.5 and E.8.
4. A maintenance plan must be included. See 11-F.
5. List the following from Section 11-F. on the landscape plan:
 - a. Planting details percentage of total site in permanent landscaping.
 - b. Percentage of street yard in permanent landscaping.
 - c. Dimensions of all landscaped areas.
 - d. Number of required trees along with number of trees provided.
6. Several items in Section 11-H also need to be addressed:

- a. Indicate percent landscaping in the "street yard". Min = 15%.
- b. Indicate percent landscape on entire site. Min = 10%
- c. Indicate one canopy tree per 40 LF of street frontage.
- d. Indicate landscaped area has one tree within 65' of every parking space.
- e. One canopy tree shall be located at the terminus of each parking row.
- f. 75% of the parking lot frontage along a public ROW shall be screened with 3' shrubs.
- g. 50% of the trees on the property must be on the approved plant list.

All requirements of the landscaping plan ordinance shall be met before final approval.

We recommend that the plans for this project be approved contingent on the successful completion of the items noted in this review letter. Please contact me if you should have any questions or need additional information.

Sincerely,


James M. Shankles, Jr. P.E.





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 24, 2013

SUBJECT: Receive, discuss and act upon a presentation from First Southwest regarding funding for the electric utility

- David Medanich with First Southwest will present information regarding funding

ACTION: Council to act as deemed necessary.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 24, 2013

SUBJECT: Update on the electrical system and related items regarding the transition from Sharyland Utilities to the City of Farmersville

- City Manager Ben White will update the Council regarding the electrical system

ACTION: Council to receive update and discussion only. No action required.

Electrical System Update

1. Completed discussions relating to the City of Farmersville taking over the electrical system. Council decided to pursue the CoF option and take over management, maintenance, and operation of Farmersville Electric.
2. Directed First Southwest to begin process of securing financing for \$600K support capital procurements and building improvements.
3. New energy contract work is underway via Schneider Engineering (Steve Moffitt). RFP wording has been finalized.
 - a. Release of RFP: 6 Sep 2013
 - b. Proposals Due: 20 Sep 2013
 - c. Steve Moffitt presentation to Council
 - d. Begin Contract Negotiations: 9 Oct 2013
 - e. Contract Effective Date: 1 May 2014
4. Continued discussions with Versalift and Altec concerning procurement of trucks.
5. Meeting established with Sharyland on 10 Oct 2013 to discuss transition plan.
6. Asked McCord Engineering to proceed forward with work related to the following tasks. Bottom two items are scheduled for completion by the end of the year.

McCord Engineering Item Description	Cost
Help during the upcoming year to establish CoF option (hourly charges)	<\$95K
Create a rate ordinance or update the existing one	\$28K
Set up through ordinance the standards for underground electric utilities	\$20K

Farmersville Electric Transition Plan

1. PUC and other regulatory body transfer paperwork. Complete by May 2014
2. Customer communication using newspaper and current billing system
 - a. Initial, October 2013
 - b. Press release for energy contract, November 2013
 - c. Follow-on status, December 2013
 - d. Reminder, April 2014
3. Contract letter
 - a. Intent to terminate based on Sharyland's initial letter.
 - b. Important dates
 - i. April billing last Sharyland bill
 - ii. May Billing, first Farmersville Electric bill
 - iii. Initial transfer of database information, October 2013
 - iv. Final transfer of database information, April 2013
4. Incode system upgrades, Jan 2014
5. Equipment purchases, October 2013 through April 2014
6. Maintenance building improvements, March 2014 through May 2014
7. Website updates, April 2014
8. Insurance, April 2014
9. Secure \$600,000 revenue bond, October 2013
10. Engineering data
 - a. Create a rate ordinance or update the existing one
 - b. Set up through ordinance the standards for underground electric utilities
 - c. Create system schematic
 - d. Help with ERCOT transfer documentation
11. Inter-Local Agreements with other electric systems for support during catastrophic event that would disable our electric system
 - a. Sharyland
 - b. Garland Power and Light
12. Install energy contract.
 - a. Release of RFP: 6 Sep 2013
 - b. Proposals Due: 20 Sep 2013
 - c. Steve Moffit presentation to Council
 - d. Begin Contract Negotiations: 9 Oct 2013
 - e. Contract Effective Date: 1 May 2014
13. Investigate possible AMR system architecture
14. Install billing system upgrades
 - a. Sandbox spreadsheet version, October 2013
 - b. Initial download into Incode system March 2014
 - c. Final download into Incode system, April 2013



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 24, 2013

SUBJECT: Consider, discuss and act upon naming the municipally owned electric system

- Staff had previously recommended naming the utility "Farmersville Electric"

ACTION: Consider, discuss and act upon a formal name for the municipally owned electric utility



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 24, 2013

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

- City Financial Reports are attached for review.

ACTION: Approve or disapprove the City's financials as presented.

**City Of Farmersville
Investment and Budget Report**

August 2013

Prepared by: Daphne Hamlin

SUMMARY OF CASH BALANCES AUGUST 2013

ACCOUNT: FNB (0815)	Restricted	Assigned	Account Balance
Clearing Accounts			
General Fund	\$	190,902.18	
Refuse Fund	\$	59,809.83	
Water/Wastewater Fund	\$	2,394.41	
Electric Fund	\$	33,560.54	
SRO Support ISD	\$	21,821.22	
CC Child Safety	\$	12,952.72	
Law Enf. Training	\$	343.61	
Debt Service Revenue Payment(66.67%, \$228K)	\$	138,368.53	
2012 Bond	\$	78,627.65	
Disbursement Fund	\$	(95,323.03)	
Library Donation Fund	\$	1,437.06	
Court Tech/Sec	\$	18,115.53	
Grants	\$	(491,832.34)	
2006 C/O	\$	(361.70)	
CC Bond Farmersville Parkway	\$	180,000.86	
CC Bond Floyd	\$	(49,667.75)	
Equipment Replacement	\$	40,904.04	
TOTAL:	\$	(144,613.60)	\$ 286,666.96 \$ 142,053.36
Debt Service Accounts			
County Tax Deposit (FNB 0807)(Debt Service)	\$	137,191.74	
Debt Service Reserve (Texpool 0014) (2 months rsv)	\$	107,698.09	
TOTAL:	\$	244,889.83	\$ 244,889.83
Appropriated Surplus Investment Accounts			
Customer meter deposits (Texpool 0008)	\$	107,489.85	
2005 C/O (Texstar X750)	\$	4,119.60	
2012 G/O Bond Fire Truck (Texstar X110)	\$	4,334.53	
2012 G/O Bond, streets, water, wastewater (Texstar 0120)	\$	1,226,927.25	
TOTAL:	\$	1,342,871.23	\$ - \$ 1,342,871.23
Unassigned Surplus Investment Accounts			
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)	\$	422,993.85	
Water/WW Fund (Texpool 00017)(Capital)	\$	390,639.42	
Elec. Fund (Texpool 0005) (Operating)	\$	50,000.00	
Elec. Fund (Texpool 0016)(Capital)	\$	129,531.12	
Elec. Surcharge (Texpool 0015)	\$	34,080.10	
Money Market Acct. (FNB 092)			\$ 172,652.14
TOTAL:	\$	1,770,326.57	\$ 274,477.02 \$ 2,044,803.59
Contractor Managed Accounts Nonspendable			
NTMWD Sewer Plant Maint. Fund	\$	13,844.00	
Sharyland PCRF Fund	\$	270,539.00	
TOTAL APPROPRIATED SURPLUS	\$	284,383.00	\$ - \$ 284,383.00
TOTAL CASH & INVESTMENT ACCOUNTS	\$	3,497,857.03	\$ 561,143.98 \$ 4,059,001.01

SUMMARY OF CASH BALANCES AUGUST 2013

FEDC 4A Board Investment & Checking Account				
FEDC 4A Checking Account(Independent Bank 3124)	\$	151,818.15		
FEDC 4A Investment Account (Texpool 0001)	\$	366,490.21		
FEDC 4A Certificate of Deposit (Independent Bank)	\$	250,000.00		
TOTAL:	\$	768,308.36	\$	- \$ 768,308.36

FCDC 4B Board Investment & Checking Account				
FCDC 4B Checking Account (Independent Bank 3035)	\$	117,960.34		
FCDC 4B Investment Account (Texpool 0001)	\$	84,805.95		
TOTAL:	\$	202,766.29	\$	- \$ 202,766.29

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

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

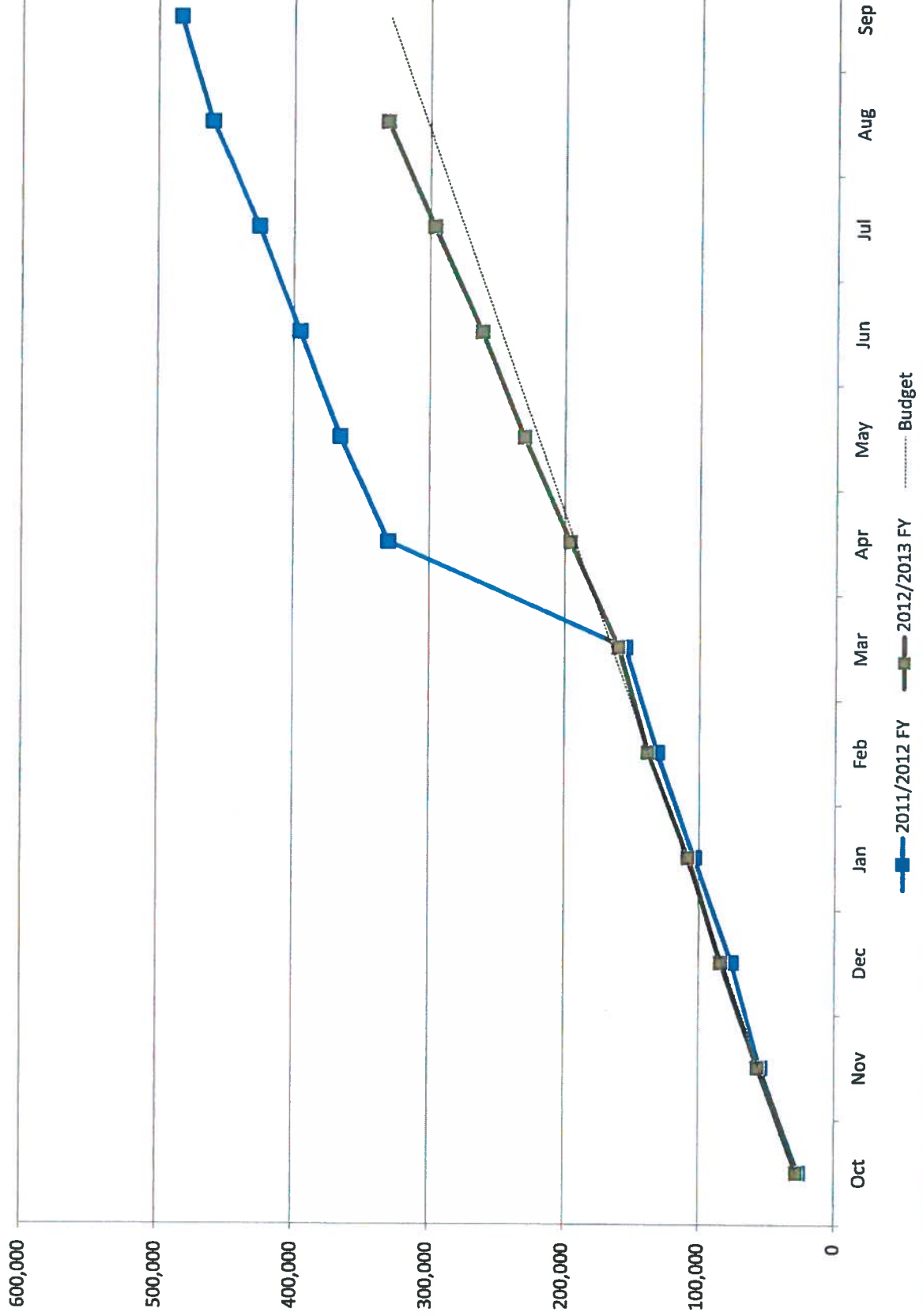
MONTHLY BUDGET REPORT

AUGUST 2013 (11/12 MONTHS OR 91.67% OF FISCAL YEAR)

GENERAL FUND

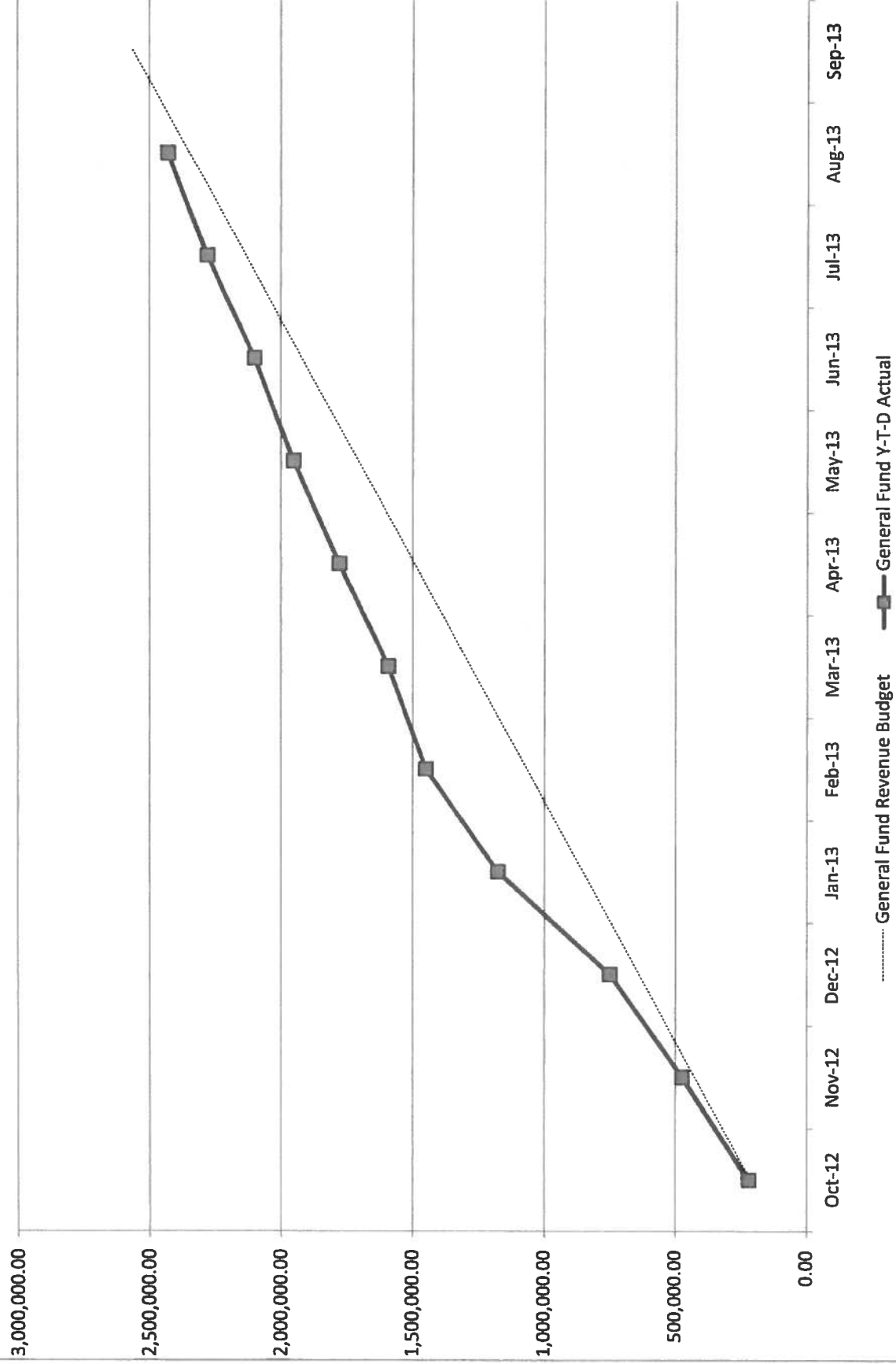
CURRENT FISCAL YEAR							
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE							
PROPERTY TAX	714,483	603		699,101	-	15,382	97.85%
SALES TAX	329,501	34,737		331,524	-	(2,023)	100.61%
FRANCHISE FEES	63,097	4,044		60,077	-	3,020	95.21%
LICENSES/ PERMITS	34,150	2,125		25,008	-	9,142	73.23%
MUNICIPAL CT FINES	95,000	9,527		83,669	-	11,331	88.07%
48 SUPPORT/ REIMB	59,340	-		69,325	-	(9,985)	116.83%
FIRE RUN PAYMENTS	109,500	40		88,575	-	20,925	80.89%
LEASES/ RENTALS	42,968	6,266		38,376	-	4,592	89.31%
MISCELLANEOUS INCOME	42,000	1,156		51,292	-	(9,292)	122.12%
INTEREST	1,000	33		960	-	40	96.00%
TRANSFERS IN	1,069,935	89,160		980,770	-	89,165	91.67%
TOTAL REVENUE	2,560,974	147,691		2,428,677	-	132,297	94.83%
EXPENDITURES (BY DEPARTMENT)							
CITY COUNCIL	23,915	1,144		18,339	-	5,576	76.68%
ADMINISTRATION	488,087	26,182		357,718	-	130,369	73.29%
MUNICIPAL COURT	105,800	7,651		83,082	-	22,718	78.53%
LIBRARY	161,094	11,095		128,058	-	33,036	79.49%
CIVIC CENTER	12,250	(2,921)		11,668	-	582	95.25%
POLICE	838,475	62,627		740,481	5,319	92,675	88.31%
FIRE	268,430	12,162		225,195	-	43,235	83.89%
STREET DEPT	327,284	20,717		218,982	-	108,302	66.91%
PUBLIC WORKS BUILDING	111,233	13,054		90,723	-	20,510	81.56%
PARKS DEPT	249,302	25,782		248,714	-	588	99.76%
DEBT SERVICE (LEASES)	76,469			73,975	-	2,494	96.74%
TRANSFERS OUT	2,000				-	2,000	0.00%
TOTAL EXPENDITURES	2,664,339	177,493		2,196,935	5,319	462,085	82.46%
NET REVENUES OVER (UNDER)							
EXPENDITURES	(103,365)	(29,802)		231,742		(329,788)	

Sales Tax Chart



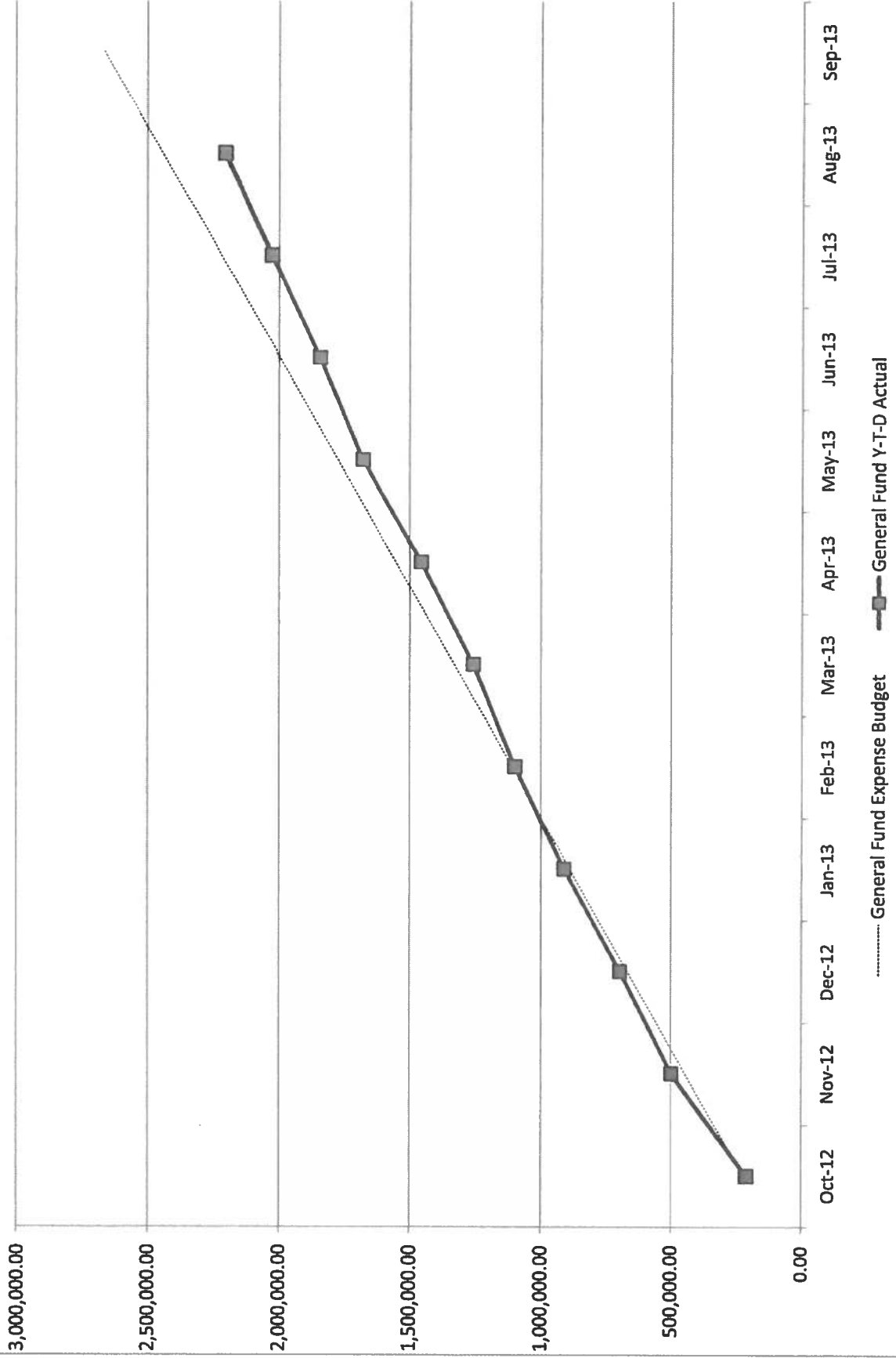
General Fund Revenue Progress

Budget Year 10/2012 thru 9/2013



General Fund Expense

Budget Year 10/2012 thru 9/2013



MONTHLY BUDGET REPORT

AUGUST 2013 (11/12 MONTHS OR 91.67% OF FISCAL YEAR)

INTEREST & SINKING FUND

CURRENT FISCAL YEAR						
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	BUDGET BALANCE	% OF BUDGET
REVENUE						
PROPERTY TAX	328,335	950		322,487	5,848	98.22%
BOND PROCEEDS				6,038	(6,038)	
INTEREST	600	23		462	138	77.00%
TRANSFERS IN					-	0.00%
TOTAL REVENUE	328,935	973		328,987	(52)	100.02%
EXPENDITURES (BY DEPARTMENT)						
DEBT SERVICE PRINCIPAL	186,250			187,500	(1,250)	100.67%
DEBT SERVICE INTEREST	137,780	68,453		140,273	(2,493)	101.81%
PAYING AGENT FEES		1,300		1,300	(1,300)	
TOTAL EXPENDITURES	324,030	69,753		329,073	(5,043)	101.56%
NET REVENUES OVER (UNDER)						
EXPENDITURES	4,905	(68,780)		(86)		

MONTHLY BUDGET REPORT

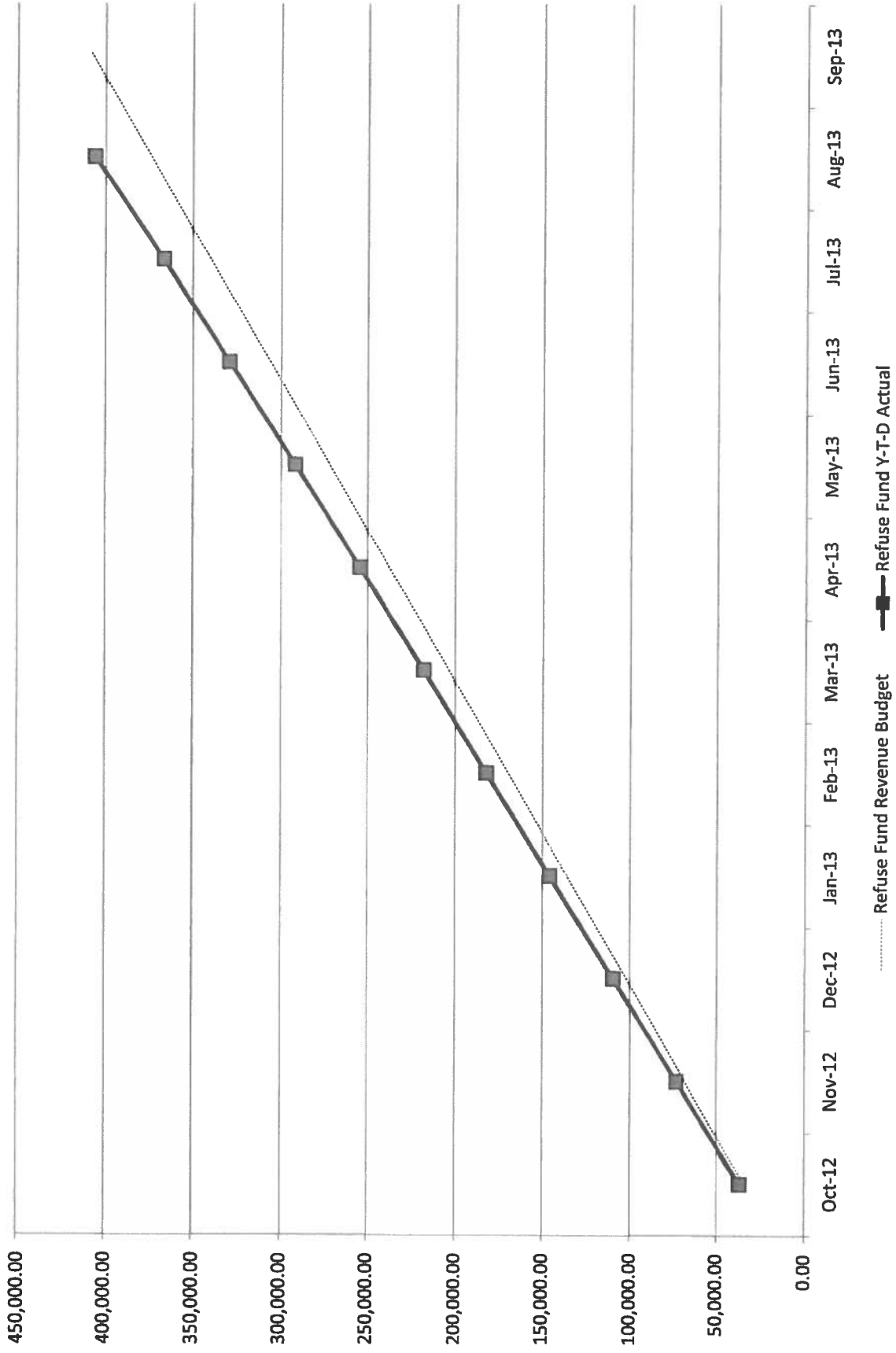
AUGUST 2013 (11/12 MONTHS OR 91.67% OF FISCAL YEAR)

REFUSE UTILITY FUND

CURRENT FISCAL YEAR						
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE
REVENUE						
RESIDENTIAL COLLECTION	225,466	20,322		217,355		8,111
COMMERCIAL COLLECTION	170,290	18,115		176,172		(5,882)
BRUSH COLLECTION	1,000	205		1,665		(665)
PENALTIES	6,396	544		6,374		22
RECYCLING	4,956	408		4,439		517
INTEREST	125	3		69		56
TOTAL REVENUE	408,233	39,597		406,074		2,159
						99.47%
EXPENSES						
PERSONNEL	-	-		185		(185)
PROFESSIONAL SERVICES						-
MAINTENANCE						-
OPERATING EXPENSES	326,603	30,512		281,602		45,001
ADMIN SUPPORT	6,455	538		5,918		537
SUPPLIES	75			(56)		75
MISCELLANEOUS						56
CAPITAL OUTLAY						-
TRANSFERS OUT	75,100	6,258		68,841		6,259
TOTAL EXPENDITURES	408,233	37,308		356,490		51,743
						87.33%
NET REVENUES OVER (UNDER)		2,289		49,584		(49,584)
EXPENSES						

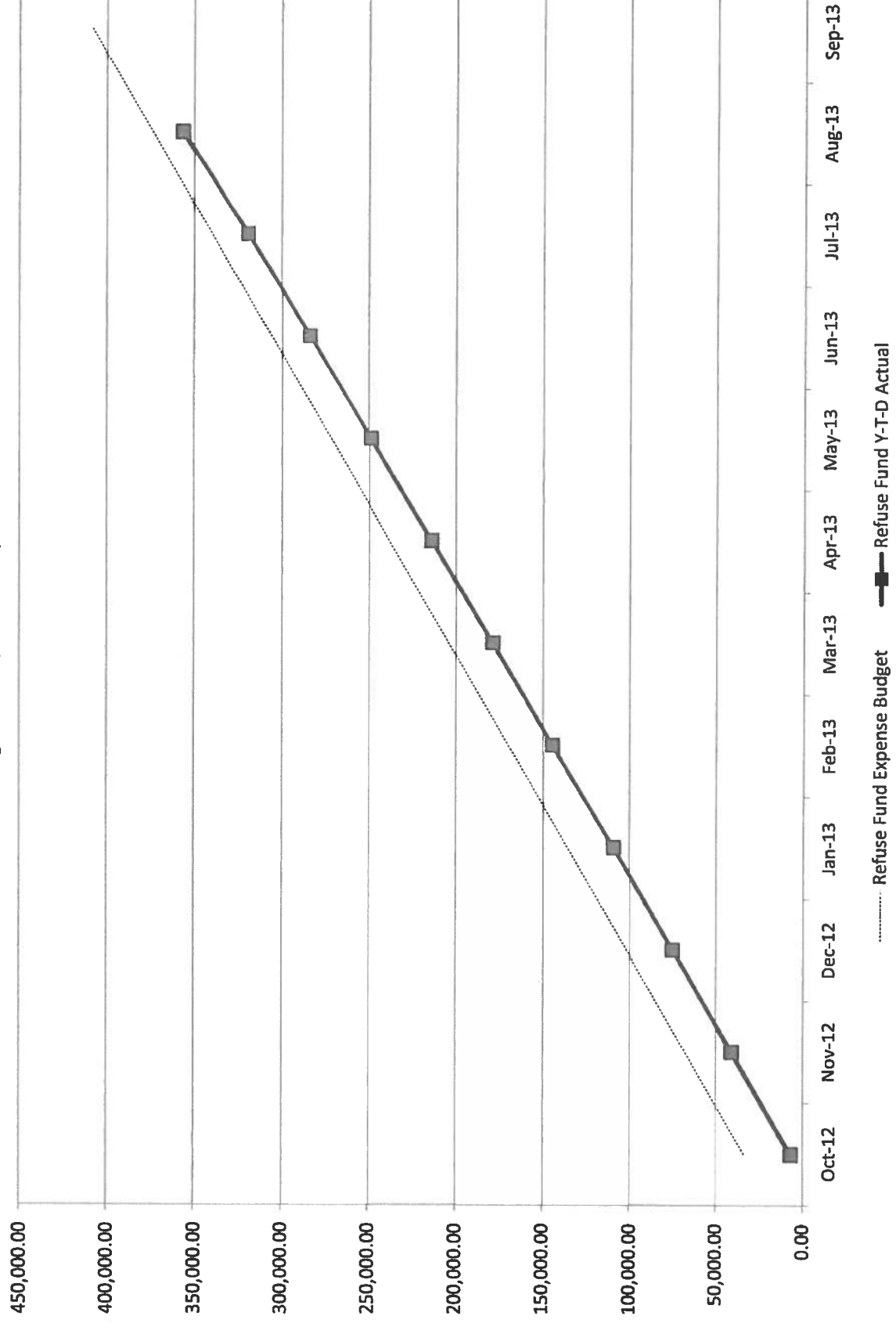
Refuse Fund Revenue Progress

Budget Year 10/2012 thru 9/2013



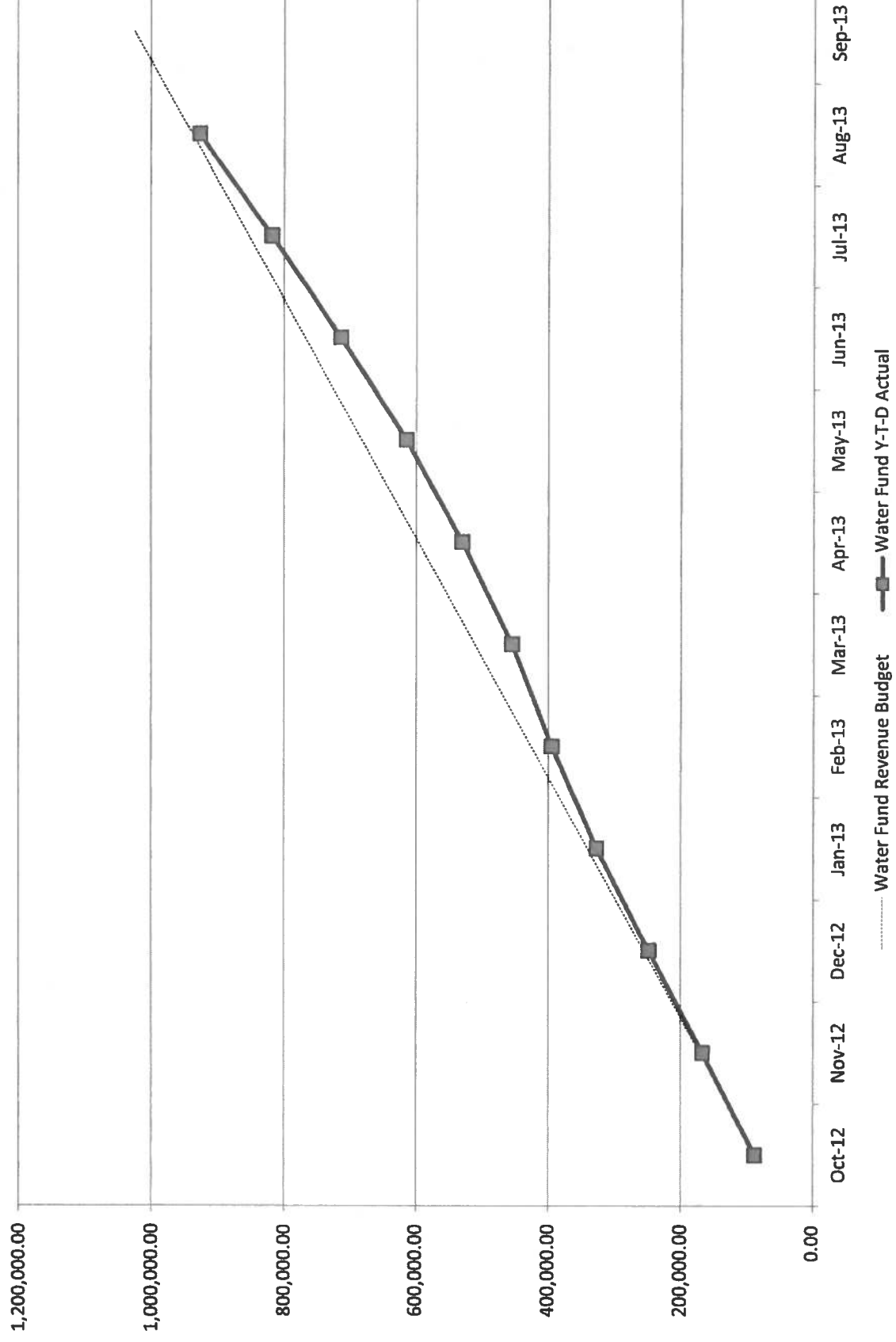
Refuse Fund Expense

Budget Year 10/2012 thru 9/2013

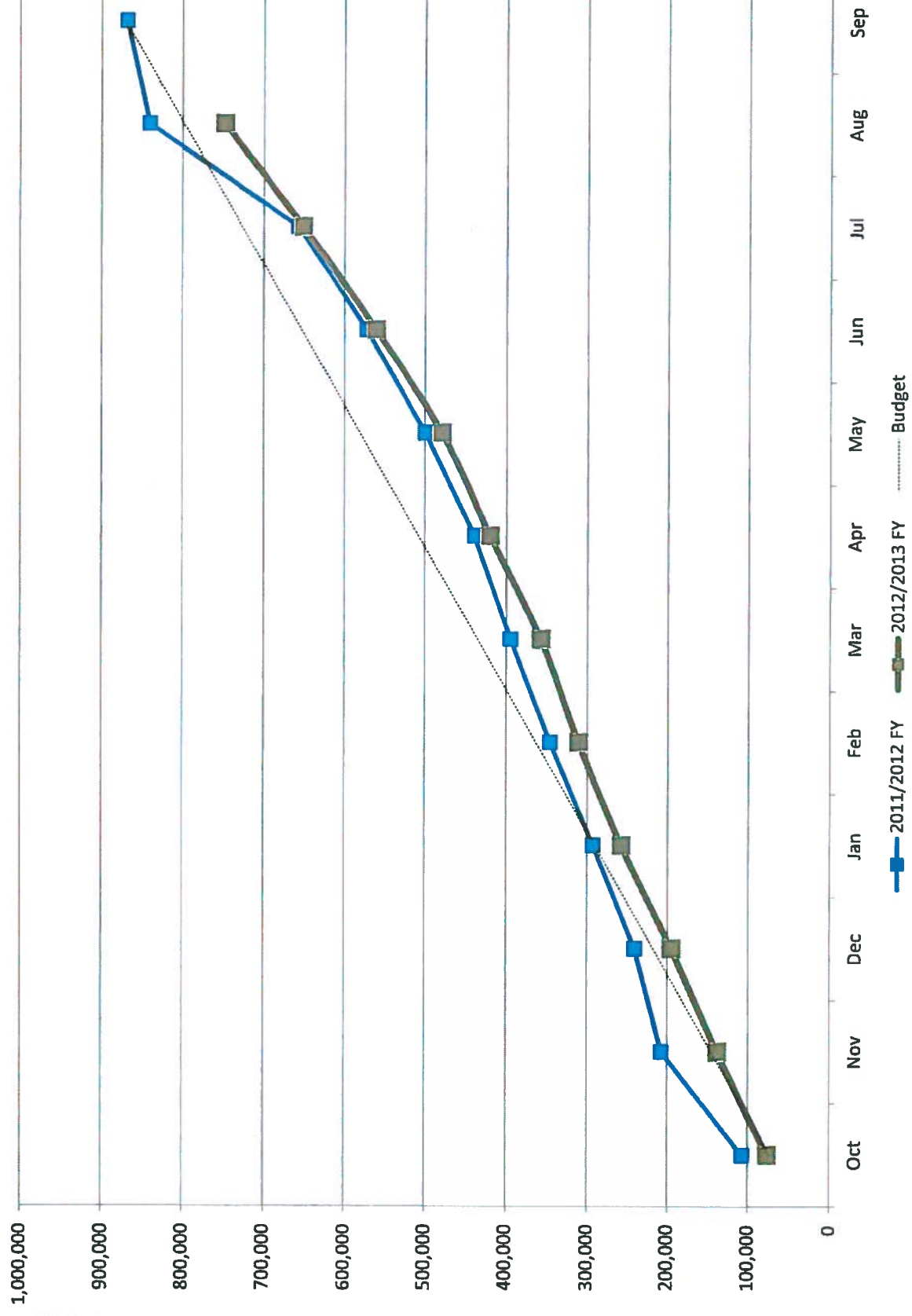


Water Fund Revenue Progress

Budget Year 10/2012 thru 9/2013

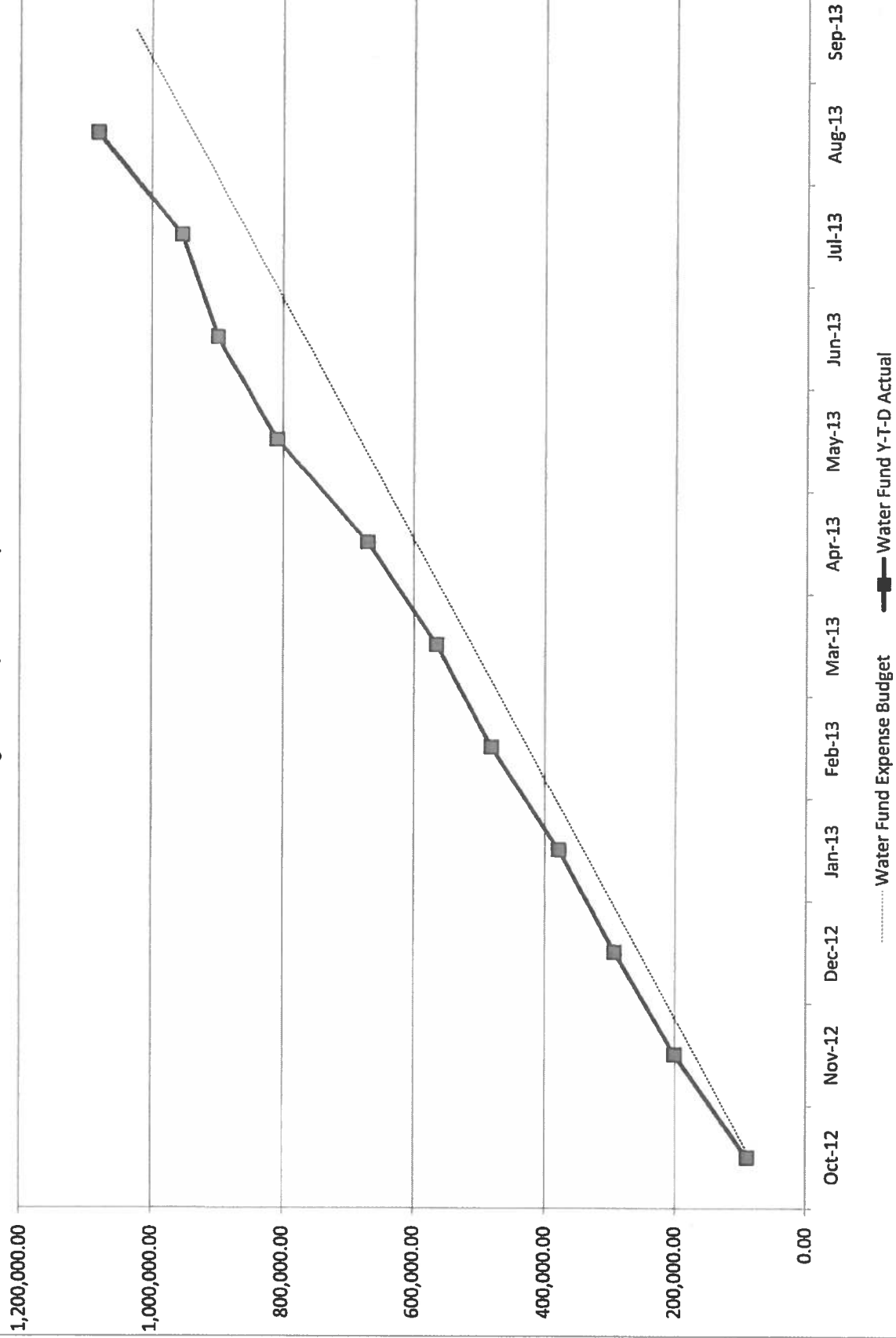


City Water Sales



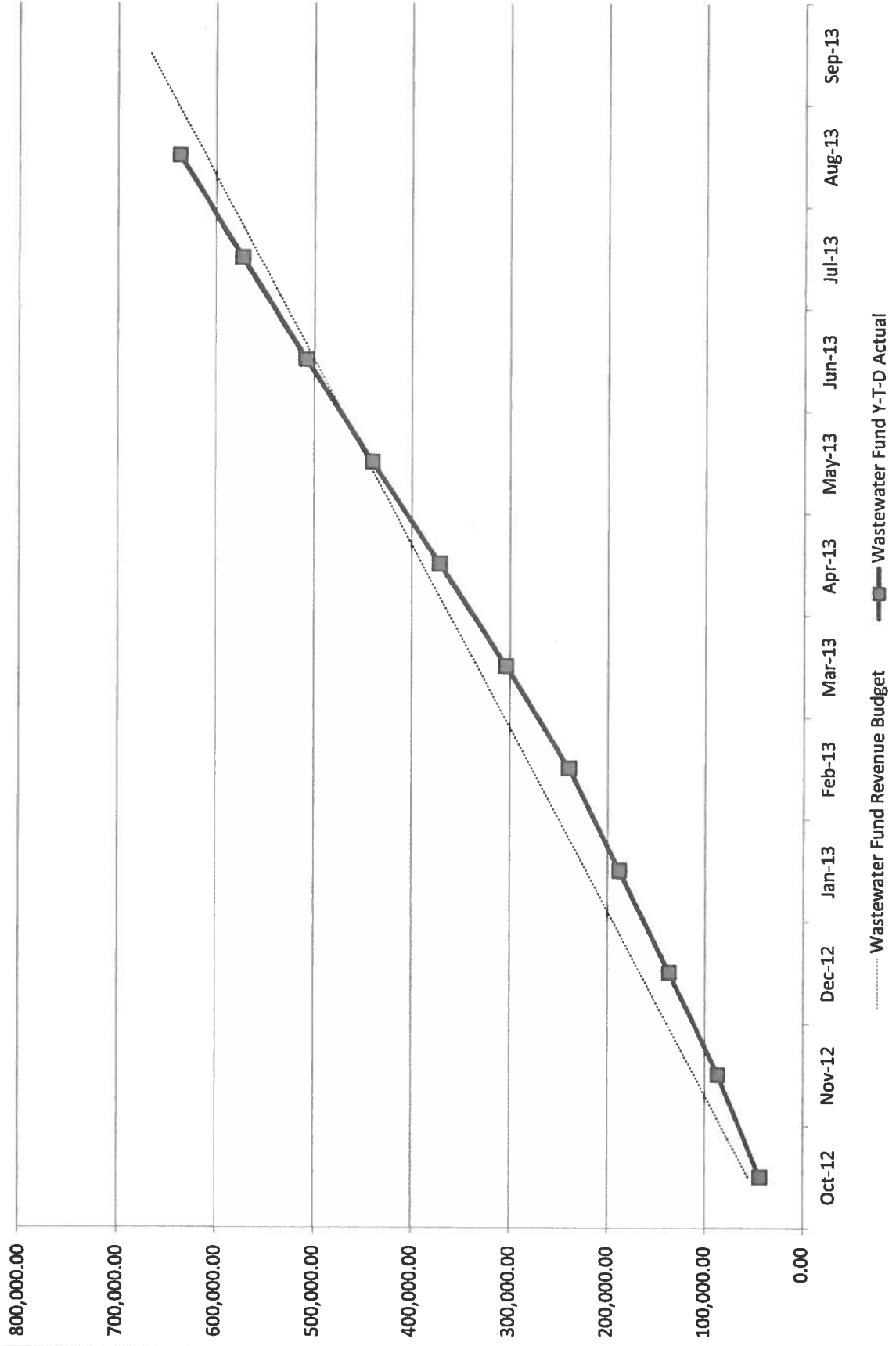
Water Fund Expense

Budget Year 10/2012 thru 9/2013

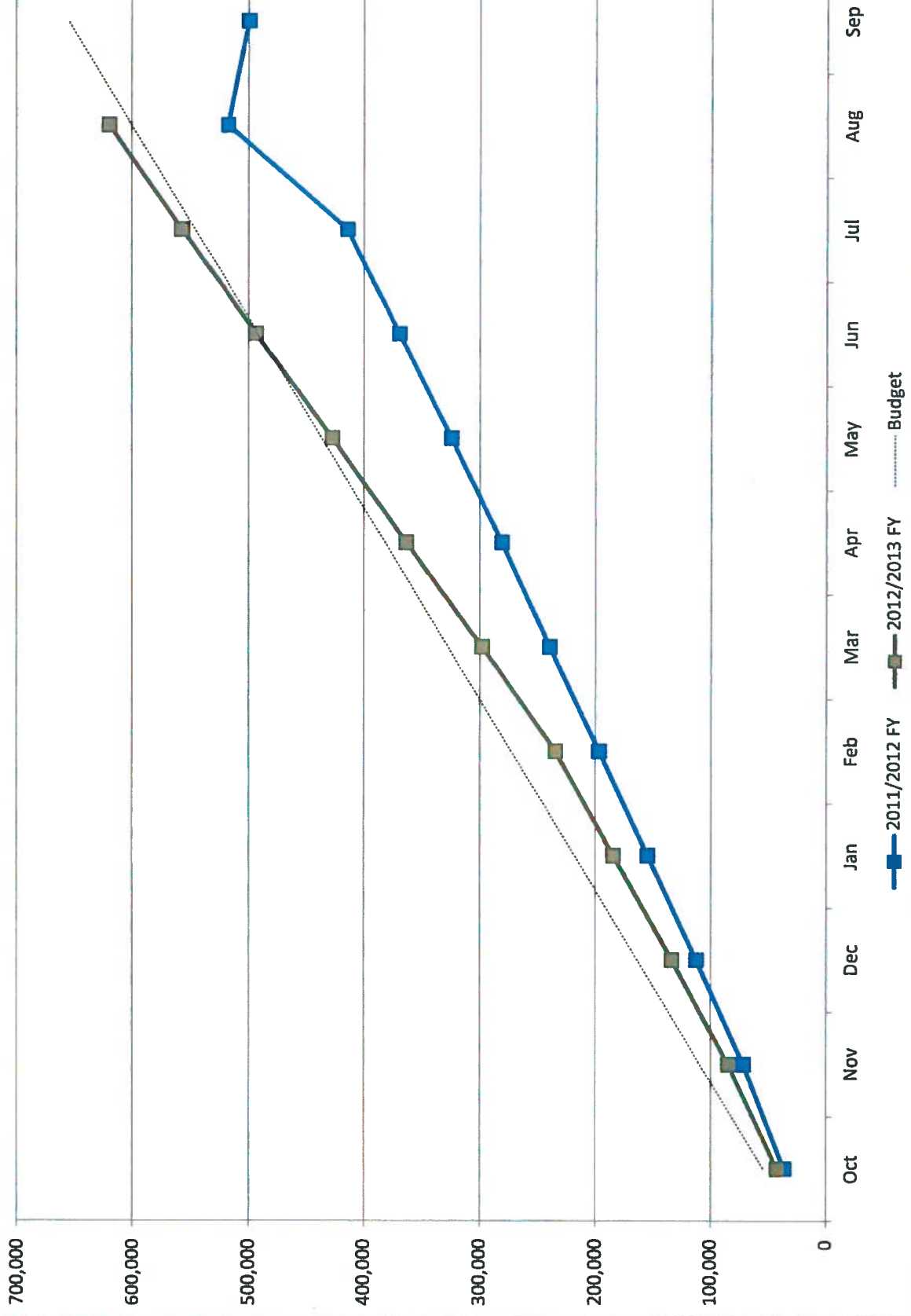


Wastewater Fund Revenue Progress

Budget Year 10/2012 thru 9/2013

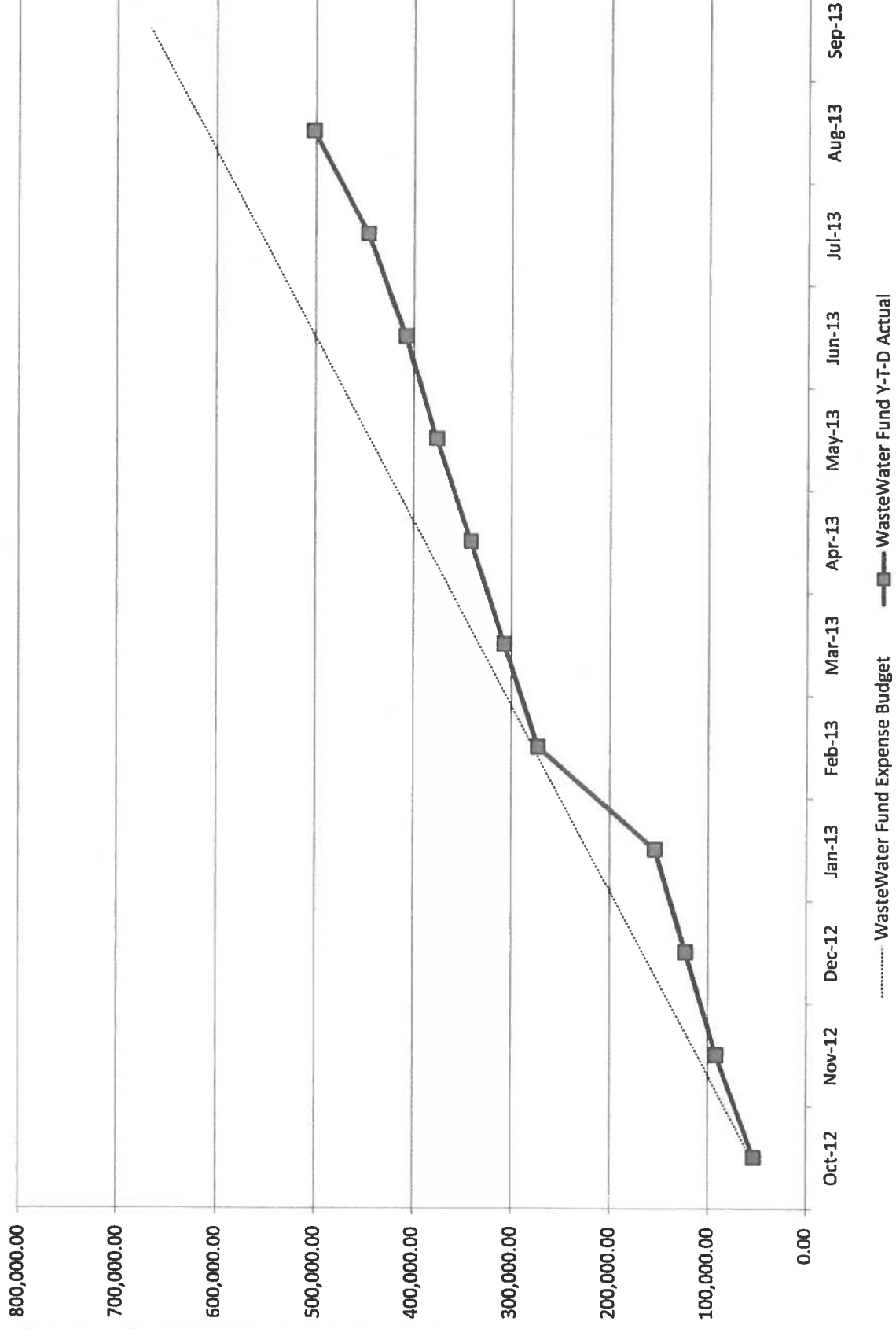


City Sewer Sales



Wastewater Fund Expense

Budget Year 10/2012 thru 9/2013



MONTHLY BUDGET REPORT

AUGUST (11/12 MONTHS OR 91.67% 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	
WATER REVENUES						
CC CONV FEE	-	-	-	-	-	
IMPACT FEES			4,051		(4,051)	
WATER SALES	1,002,980	107,322	893,086		109,894	89.04%
CONNECTION FEE	3,500	375	3,160		340	90.29%
PENALTIES & RECONNECT FEES	17,000	1,319	14,404		2,596	84.73%
TAP FEES		-	3,700		(3,700)	0.00%
TRANSFERS IN						
OTHER INCOME	\$	-	8,480		(8,480)	0.00%
	1,023,480	109,016	926,381	-	96,599	90.56%
SEWER REVENUES						
SEWER	654,909	62,846	619,675		35,234	94.62%
TAP FEES						0.00%
PENALTIES	12,000	1,319	13,503		(1,503)	112.53%
IMPACT FEES		-	3,944		(3,944)	
	666,909	64,165	637,122	-	29,787	95.53%
INTEREST EARNED	1,000	56	1,150	-	(150)	0.00%
	-	-	-	-	-	115.00%
TOTAL ALL REVENUES	1,691,389	173,237	1,565,153	-	126,236	92.54%
WATER EXPENSES						
ADMINISTRATION EXPENSES						
PERSONNEL	75,543	11,623	122,279		(46,736)	161.87%
PROFESSIONAL SERVICES	1,500	-	57		1,443	3.80%
MAINTENANCE	6,700	1,687	10,663		(3,963)	159.15%
UTILITIES	17,500	1,187	12,564		4,936	
SUPPLIES	750	-	-		750	0.00%
MISCELLANEOUS	1,000	194	2,012		(1,012)	201.20%
PERSONNEL	107,760	14,995	194,278		(86,518)	180.29%
PROFESSIONAL SERVICES	59,155	1,749	32,685		26,470	55.25%
OPERATING	106,000	1,728	91,706		14,294	86.52%
MAINTENANCE	13,500	132	3,771		9,729	27.93%
UTILITIES	29,400	4,785	27,032		2,368	91.95%

SUPPLIES	479,598	79,465	471,885	7,713	98.39%
MISCELLANEOUS	4,200	-	1,162	3,038	27.67%
CAPITAL OUTLAY	-	-	-	-	0.00%
EQUIPMENT TRANSFER	-	-	-	-	-
TRANSFERS OUT	121,874	10,156	111,717	10,157	91.67%
TOTAL WATER EXPENSES	1,024,480	127,701	1,081,811	(57,331)	105.60%
WASTEWATER EXPENSES					
PERSONNEL	139,812	2,936	24,255	115,557	17.35%
PROFESSIONAL SERVICES	2,000	-	5,171	(3,171)	258.55%
MISCELLANEOUS	14,000	908	10,903	3,097	77.88%
MAINTENANCE	248,630	17,199	214,278	34,352	86.18%
OPERATING EXPENSES	-	-	-	-	-
SUPPLIES	-	-	(74)	74	-
UTILITIES	8,166	731	6,668	1,498	81.66%
DEBT SERVICE	109,700	21,986	108,426	1,274	98.84%
CAPITAL OUTLAY	-	-	-	-	-
EQUIPMENT TRANSFER	-	-	-	-	-
TRANSFERS OUT	144,601	12,050	132,550	12,051	91.67%
TOTAL WASTEWATER EXPENSES	666,909	55,810	502,177	164,732	75.30%
TOTAL ALL EXPENSES	1,691,389	183,511	1,583,988	107,401	93.65%
NET REVENUES OVER (UNDER) EXPENSES	-	(10,274)	(18,835)	(38,496)	-

MONTHLY BUDGET REPORT

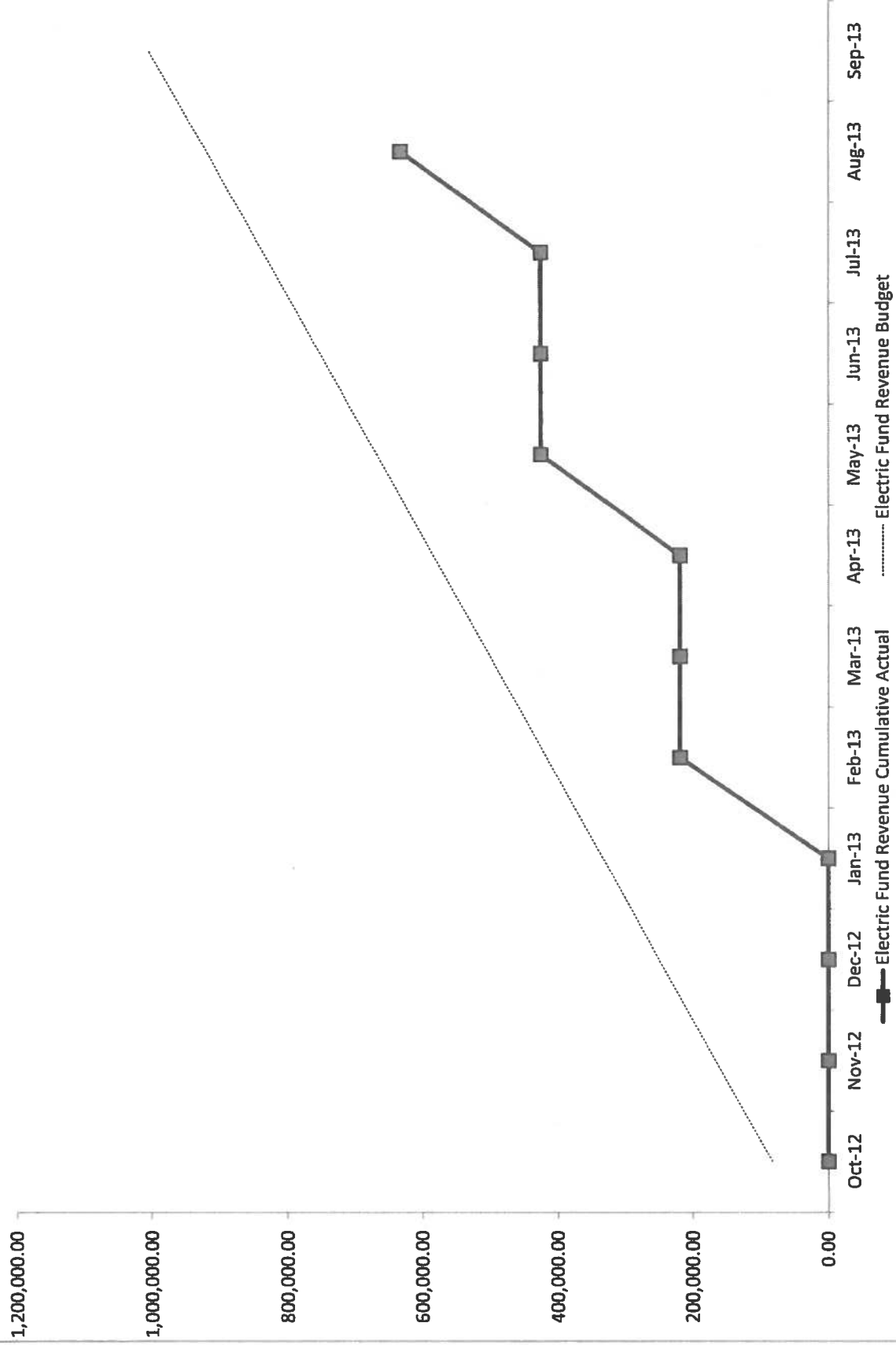
AUGUST 2013 (11/12 MONTHS OR 91.67% OF FISCAL YEAR)

ELECTRIC UTILITY FUND

CURRENT FISCAL YEAR							
	CURRENT BUDGET	CURRENT MONTH	Y-T-D	ACTUAL	ENCUMBRAN	BUDGET BALANCE	% OF BUDGET
REVENUE							
MANAGEMENT AGREEMENT	850,000	206,199		630,782		219,218	74.21%
MISC		76		76		(76)	
INTEREST	250	8		171		79	68.40%
SURCHARGE	150,000	-		34,073		115,927	22.72%
TOTAL REVENUE	1,000,250	206,283		665,102	-	335,148	66.49%
EXPENSES							
PERSONNEL SERVICES	16,200	2,854		33,706		(17,506)	208.06%
PROFESSIONAL SERVICES	105,000	(4,670)		11,662		93,338	11.11%
MAINTENANCE						-	
OPERATING EXPENSES						-	0.00%
UTILITIES						-	0.00%
MISCELLANEOUS	25,000	1,425		19,056		5,944	0.00%
EQUIPMENT TRANSFER						-	
CAPITAL OUTLAY	150,000	8,043		8,043		141,957	0.00%
TRANSFERS OUT	704,050	58,670		645,379		58,671	91.67%
TOTAL EXPENSES	1,000,250	66,322		717,846	-	282,404	71.77%
NET REVENUES OVER (UNDER)							
EXPENSES	-	139,961		(52,744)	-	52,744	

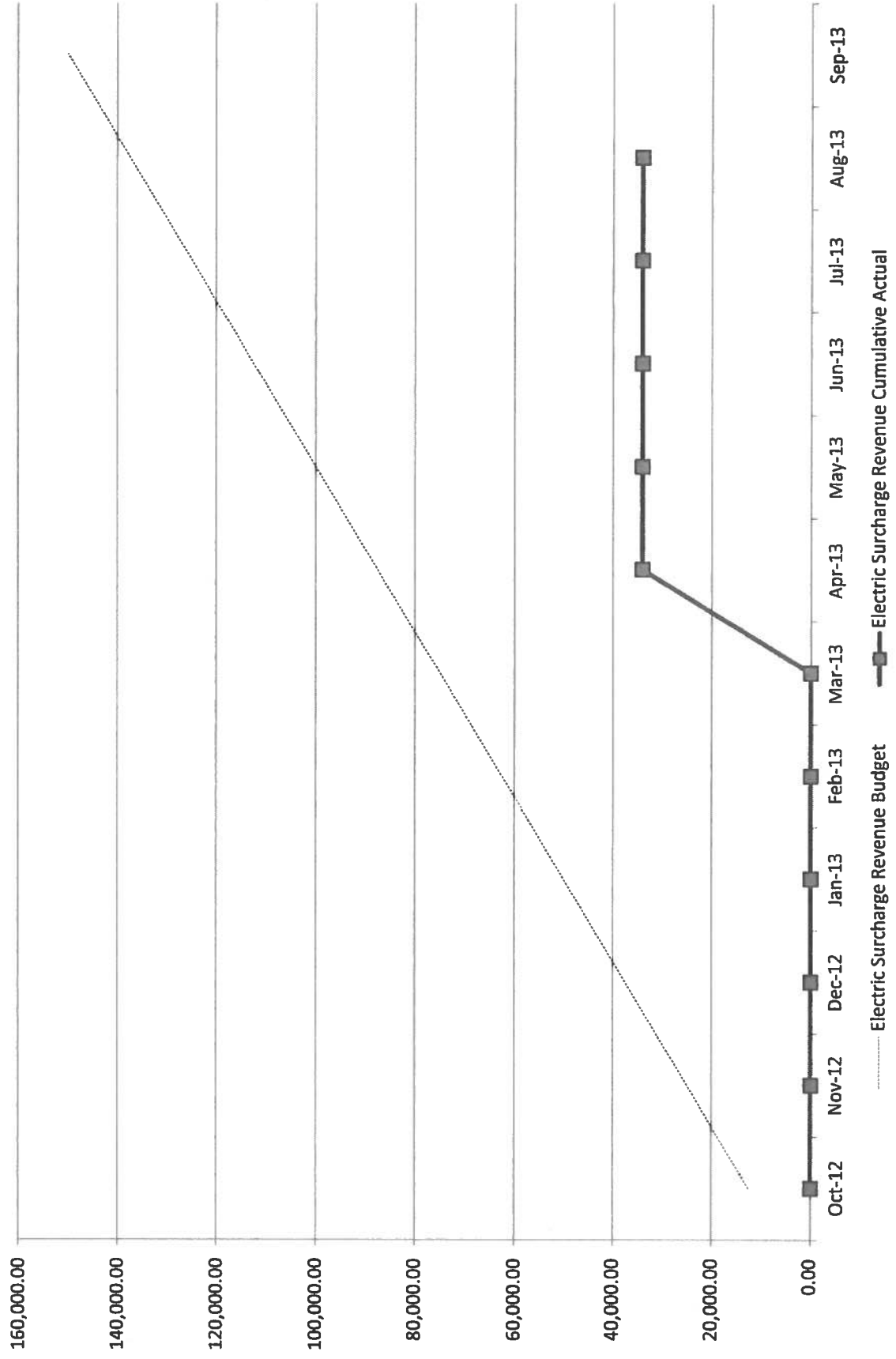
Electric Fund Revenue Progress

Budget Year 10/2012 thru 9/2013



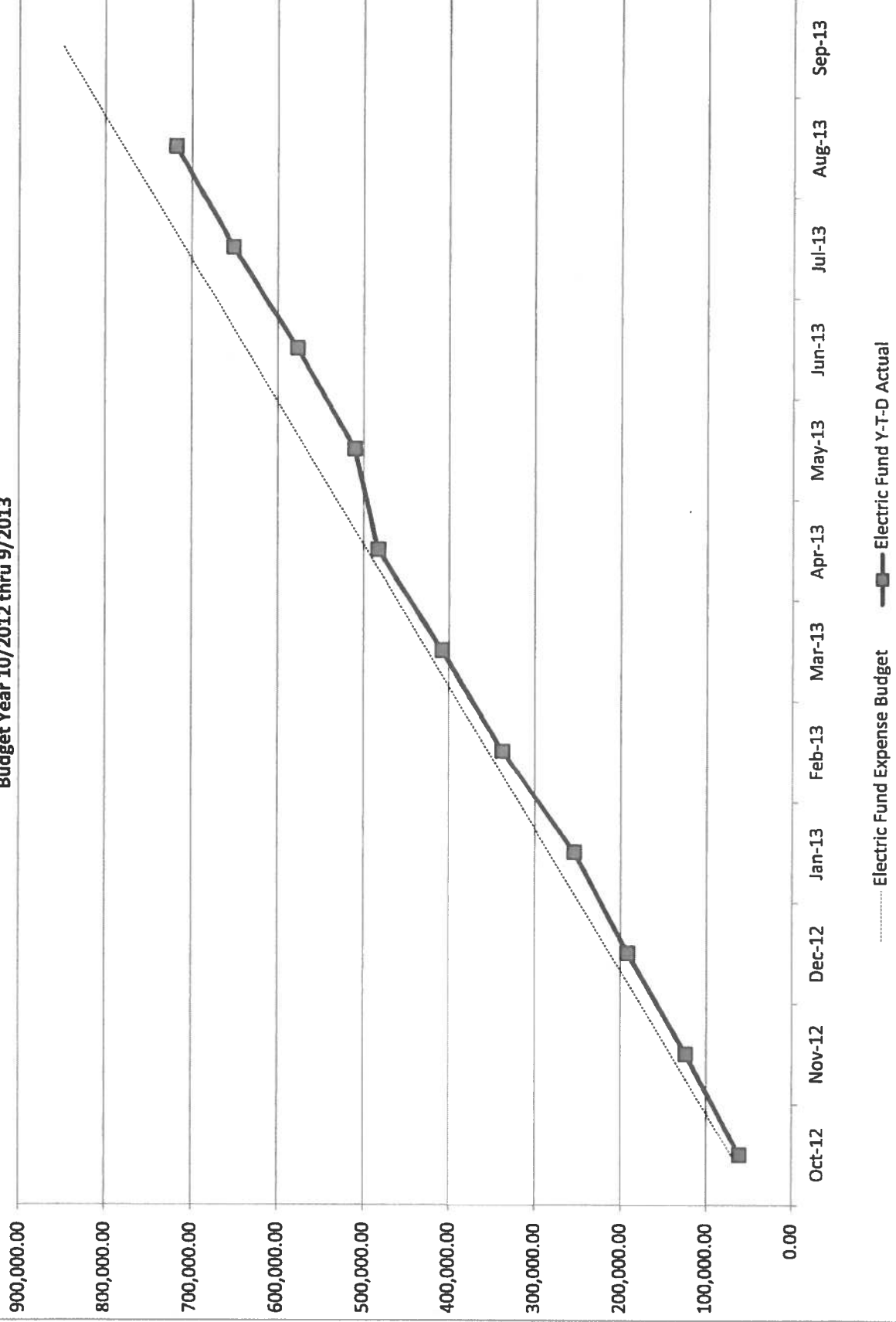
Electric Fund Surcharge Revenue Progress

Budget Year 10/2012 thru 9/2013



Electric Fund Expense

Budget Year 10/2012 thru 9/2013





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 24, 2013

SUBJECT: Consider, discuss and act upon nominating a candidate to serve on the Central Appraisal District of Collin County Board of Directors

- Candidate request and Director Qualifications are attached for review.

ACTION: Nominate and appoint a candidate to serve on the CAD Board of Directors.



Collin Central Appraisal District

August 15, 2013

Joseph Helmberger, Mayor
City of Farmersville
205 S Main St
Farmersville, TX 75442

RE: Election of Central Appraisal District of Collin County Board of Directors

Dear Mayor Helmberger:

In accordance with the Texas Property Tax Code, Section 6.03, the Appraisal District's five directors are to be appointed by the taxing units that participate in the District. Each taxing unit may nominate one to five board candidates. If a taxing unit has zero votes to cast in the election, as shown below, they are still entitled to nominate candidates for the board.

Your nominations must be made in an open meeting and a written resolution from the presiding officer of your governing body must be delivered to the Chief Appraiser by October 14, 2013. The resolution should include the name and address of each candidate nominated. To be eligible to serve on the board an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date they take office.

Please be advised that the City of Farmersville will have 3 votes to cast in the election of the Board of Directors for the Central Appraisal District of Collin County. At the conclusion of the nominating process we will send each voting taxing unit, with at least one vote to cast, a ballot with voting instructions.

The District's Board of Directors serve two year terms, beginning January 1, 2014.

Sincerely,

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

Bo Daffin
Chief Appraiser

Enclosure



Collin Central Appraisal District

DIRECTOR QUALIFICATIONS

An appraisal district director must reside in the appraisal district for at least two years immediately preceding the date he or she takes office.

A person may serve on the governing body of a taxing unit in the appraisal district that is; a city councilman, school board trustee, county commissioner, or other board member, and still be eligible to serve as a director. The common-law doctrine of incompatibility (holding offices that have conflicting demands on the holder) does not prohibit the same person from holding both offices. There is no limit to the number of elected officials that may serve on the board.

An employee of a taxing unit within the appraisal district may not serve as a director. The only time that a taxing unit's employee may serve is if that employee is also an elected official or member of the governing body. For example, a city councilman who is employed as the school business manager may serve as a director.

A person may not serve as a director if he or she is related to someone who appraises property for use in proceedings before the appraisal review board or in subsequent court proceedings, or represents property owners in such proceedings.

A person may not serve on the board of directors if that person has a substantial interest in a business entity which has a contract with the appraisal district or, in the case of a taxing unit, has a contract related to the performance of an activity governed by the Tax Code. (Example- a partner in a law firm engaged in collecting delinquent taxes for a taxing unit.)

In considering individuals to serve as directors, taxing units should look for expertise in such areas as accounting, finance, management, personnel administration, contracts, computers, real estate, or taxation.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 24, 2013

SUBJECT: Consider, discuss and act upon an IT contract with TLC Netcon, Inc.

- Contract is attached for review

ACTION: Approve or disapprove contract as presented.

Information Technology Services Agreement

This Agreement is made and entered into as of the day of October 1, 2013 (the "Effective Date") and ending on September 30, 2014 (the "Termination Date") by and between TLC NetCon Inc., a Texas corporation ("TLC"), and City of Farmersville ("Client").

TLC Services. Upon the terms and subject to the conditions of this Agreement, which includes all the Schedules attached hereto, TLC will provide to Client the Information Technology services set forth or described in Schedule A attached hereto (collectively, the "Services"). Client agrees that TLC is responsible only for providing the Services, and TLC is not responsible for providing any services or performing any tasks not specifically set forth in Schedule A hereto.

Confidentiality. The parties acknowledge that in the course of performing their responsibilities under this Agreement, they each may be exposed to or acquire information that is proprietary to or confidential to the other party or third parties. The parties agree to hold such information in strictest confidence,

Payment. Client shall pay TLC within ten (10) days after the date of an invoice: unless otherwise specified in Appendix A.

Limitation of Liability. TLC SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE AGGREGATE LIABILITY OF TLC FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM, INCLUDING TLC OBLIGATION TO INDEMNIFY AND HOLD HARMLESS, UNDER THIS AGREEMENT, SHALL BE LIMITED TO: (i) THE PROJECT SERVICE FEES PAID TO TLC BY CLIENT FOR THE PROJECT SERVICES IF THE CAUSE OF ACTION OR CLAIM ARISES OUT OF OR RELATES TO THE PROJECT SERVICES; OR (ii) THE ADMINISTRATIVE SERVICE FEES PAID TO TLC BY CLIENT FOR THE ADMINISTRATIVE SERVICES CORRESPONDING TO THE INITIAL TERM OR THE RENEWAL PERIOD DURING WHICH THE CAUSE OF ACTION OR CLAIM ACCRUED IF THE CAUSE OF ACTION OR CLAIM ARISES OUT OF OR RELATES TO THE ADMINISTRATIVE SERVICES.

Termination. In addition to the express rights of TLC to terminate this Agreement set forth herein, TLC and Client shall also have the right to terminate this Agreement and cancel any unfilled portion of it given 90 days written notice.

Hiring of Employees. Both parties agree not to engage in any attempt to hire, or to engage as independent contractors, the others employees or independent contractors for the period ending one year after the expiration or earlier termination of this Agreement, except as may be otherwise agreed to in writing by both parties.

Independent Contractor.

- (a) TLC and any all TLC personnel, in performance of this Agreement are acting as independent contractors and not employees or agents of Client.
- (b) Client acknowledges that in performance of the Services, TLC is not engaging in any management role with respect to Client, TLC is not exercising any form of operating control over Client, and that any such management or operational activities of Client shall be deemed to be conducted by Client alone.

Entire Agreement. This Agreement, including all attachments, Exhibits and/or Schedules hereto, evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals of sale, Communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.

Amendments, No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of each of the parties.

Force Majeure. Neither party shall be liable to the other for any delay or failure to performance of the services or obligations set forth in this Agreement due to causes beyond its reasonable control including, without limitation, acts of God, natural or human-caused disasters such as flood and fire, civil disturbances, labor disputes, compliance with governmental regulations or other authority, or the inability of freight forwarders or carriers to complete shipments in accordance with TLC instructions.

Governing Law. This Agreement and performance hereunder shall be governed by tile laws of the State of Texas without giving effect to principles of conflict of laws of such state or international treaties. TLC and Client hereby agree on behalf of themselves and any person claiming by or through them that the sole jurisdiction and revenue for any litigation arising from or relating to this Agreement shall be an appropriate federal or state court located in Collin County, Texas.

IN WITNESS WHEREOF, the parties have caused This Agreement to be executed by their duly authorized representatives as of the date first written above.

TLC:

CLIENT:

TLC NetCon, INC.

City of Farmersville

By: _____
(Signature)

By: _____
(Signature)

Name: Tony Linton

Name: Benjamin L. White

Title: CEO

Title: City Manager

Date: _____

Date: _____

Appendix A

CUSTOMER: City of Farmersville
Attn: Benjamin L. White
DATE: September 15, 2013
PHONE NUMBER: 972-782-6151
FAX NUMBER: 972-782-6604

SALES PERSON: Tony Linton

Monthly Desktop/Laptop Computer support

Number of systems:	53
Support unit price:	\$47.50
Sub-Total:	\$2517.50

Monthly Server support:

Number of systems:	6
Unit price of:	\$95.00
Sub-total:	\$570.00

Total monthly price: \$3087.50

Monthly Service

Includes: -Help Desk
(Phone and Web based remote support)
-On Site Support (Scheduled and non-scheduled maintenance during TLC regular business hours: 8 - 5, M-F)
-Structured Administration based upon industry standards
-Scheduled Auditing (Data integrity, backup recovery. etc)
-Reporting - Monthly executive ~
(Includes Status of network, Audit results, # Incidents, # Problems, network performance)
-Install Service Packs / Updates
-Antivirus maintenance / Updates
-Workstation maintenance (Antivirus updates, Windows Updates. etc.)
-Server maintenance (Antivirus updates. Windows Updates, Backups, etc.)
-Restoring software from customer installation media after hardware failure
-Installation of hardware shipped from manufacturer under manufacturer's warranty

- Complete managed network support for your business
- Provide up to date and accurate enterprise level configuration diagrams including IP addresses, Administrative passwords, and user passwords
- Basic hardware and software upgrades
- File Restoration

Monthly Service

Does Not Include:

- Server installation and configuration
- Project implementation
- Cost of computer hardware
- Service or maintenance on printers, copiers, etc.
- Non-scheduled maintenance due to client over sight, negligence, or malicious intent
- Major upgrades of hardware or software involving new equipment or applications

User new system installation and migration of an existing system will be billed at a flat rate of \$125.00

New server installation including migration from an existing server will be billed at a flat rate of \$500.00

All uncovered work will be billed at regular hourly rate of \$75.00 per hour and major projects will be billed at an amount agreed upon by TLC and Client.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 24, 2013

SUBJECT: Update on Main Street Bridge, closures and Highway 380 improvements

- Highway 380 Project Status is attached for review
- An email from TxDOT is attached for information

ACTION: Informational only. No action is required by the Council.

US 380 Highway Project Status

1. US 380 Highway Project status.
 - a. 1st Railroad Bridge, Passing Track: Apr 2013 thru Dec 2013
 - b. 2nd Railroad Bridge, Main Track: Mar 2014 thru Sep 2014
 - c. 380 Roadway, East Bound: July 2013 thru Dec 2013. Mimosa Street currently scheduled to reopen in October 2013
 - i. East Bound Off-Ramp (Southwest Ramp), Complete Summer 2014
 - ii. East Bound On-Ramp (Southeast Ramp), Complete Dec 2013
 - d. 380 Roadway, West Bound: Complete April 2014
 - i. West Bound Off-Ramp (Northeast Ramp), Complete Feb 2014
 - ii. West Bound On-Ramp (Northwest Ramp), Complete Summer 2014
 - e. Main Street Bridge Construction: Jul 2013 thru mid-Dec 2013. Completely closed during construction. Use alternative paths: Orange, Rike, Hamilton, Mimosa, Beene etc.
 - i. North 380 Jughandle: Closed 6 Oct 2013 thru Dec 2013
 - ii. South 380 Jughandle: Closed first couple weeks in Dec 2013
 - iii. Main Street Roadway: Complete Dec 2013
 - f. Hill Street Crossing: Complete Mar 2014
 - g. Walnut Street Crossing: Complete Mar 2014
 - h. Main/Summit Street Crossing: Complete Mar 2014



Figure 1. Railroad Bridge Columns



Figure 2. Main Street Bridge

Edie Sims

From: Ben White
Sent: Wednesday, September 18, 2013 4:00 PM
To: Edie Sims
Subject: FW: Recap Notes from Yesterday's Meeting

Please place in council package. See below.

Sincerely,

Benjamin (Ben) L. White, P.E.
City Manager/Public Works Director
City of Farmersville

205 South Main Street, Farmersville, Texas 75442
Work: 972-782-6151, Mobile: 972-822-7044, Facsimile: 972-782-6604
Email: b.white@farmersvilletx.com, Website: www.farmersvilletx.com

From: Joe Helmberger [<mailto:JoeHelmberger@verizon.net>]
Sent: Tuesday, September 17, 2013 10:43 AM
To: Ben White
Subject: FW: Recap Notes from Yesterday's Meeting

Put a copy of this email in the next council packet please.

Joe

From: Jennifer Vorster [<mailto:Jennifer.Vorster@txdot.gov>]
Sent: Tuesday, September 17, 2013 10:31 AM
To: pfalkner@ebcc.com; Robert Garay; Charles Boykin; Barry Heard; Brenan Honey; joehelmberger@verizon.net; b.white@farmersvilletx.com
Cc: Brandon Sparkman
Subject: Recap Notes from Yesterday's Meeting

In an effort to all remain on the same page, I wanted to recap the notes from yesterday's meeting. Please feel free to send in any errors or places you felt I did not include all applicable information.

1. Farmersville expressed concern over access to downtown during Old Time Saturday due to the closure of the jughandles, as well as concern about the overall access to Main Street due to the closure of the jughandles. To accommodate Old Time Saturday, both the north and the south jughandles will remain open until October 6th. To alleviate some of the concern about the complete closure of the jug handles, starting October 6, only the north jughandle will be taken out of service. Message boards advertising alternative routes (78 to McKinney St) to town will be used after this time to avoid the use of sidestreets as the main route to town.
2. Detour pavement and low profile barrier will be added to the existing jug-handle on the south side to maintain access during bridge construction (expected completion Dec 13).
3. As soon as it is feasible, the bridge will be opened to two way traffic to allow cross access between north and south main street using low profile barrier while work is completed on the decorative rail. At this point, there will be no access to Main Street via ramps for 3 days, over a weekend, while final connections are being made to the ramp. TxDOT has agreed to use high early strength concrete to minimize curing time.

4. After traffic has been switched, priority will be given to completing the ramp not affected by the railroad in the north east corner.
5. The City of Farmersville was informed of a 3-4 week closure of Main Street during Railroad work, potentially beginning in mid January.
6. The City of Farmersville was informed of an upcoming weekend detour on US 380 at night while the railroad beams are hung. TxDOT agreed to provide notice of any other potentially affected areas to avoid further impacts to emergency vehicle routing.
5. TxDOT has agreed to research the feasibility of two way traffic on "Ramp 3" in the plans, to increase the accessibility of Main Street, at the request of the City of Farmersville. TxDOT expressed concerns that drivers may get used to this situation, and there may be confusion when the ramps were converted to one way. Further, the resulting radii may be unsafe for larger trucks. TxDOT agreed to attempt to accommodate the City's request after review by the District Traffic Operations Division.
6. The City of Farmersville asked that the center median be removed from the bridge and that it be striped instead. TxDOT agreed, but asked for this request to be sent on City Letterhead to maintain a record that it was removed per the City's request.
7. The City of Farmersville expressed concern over the addition of stop signs and crosswalks affecting north and south Main Street traffic. They requested that the stop signs get removed, and the east/west crosswalks be removed as well. TxDOT agreed to have the district Traffic Operations Division look at the removal of said stop signs and crosswalks, and get an approval/disapproval from that department.

Thanks for everyone's time during yesterday's meeting. Please let me know if I can be of further assistance.

Jennifer Vorster, P.E.
TxDOT - Collin County Area Office
972-542-2345 (office)
972-658-2808 (cell)
jennifer.vorster@txdot.gov

Drunk drivers wreck cars. And lives.

FACES *of* **DRUNK
DRIVING**