

**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
February 25, 2014, 6:00 P.M.  
Council Chambers, City Hall  
205 S. Main Street**

**I. PRELIMINARY MATTERS**

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Welcome guests and visitors: Anyone wanting to speak on any items that are not the subject of a Public Hearing on this agenda is asked to speak at this time, with an individual time limit of 3 minutes. This forum is limited to a total of 30 minutes. Please note that the City Council cannot comment or take any action on this item.
- Announcements relating to items of public interest: Announcements regarding local or regional civic and charitable events, staff recognition, commendation of citizens, traffic issues, upcoming meetings, awards, acknowledgement of meeting attendees, birthdays, and condolences.
  - Town Hall meeting is scheduled for March 4, 2014 at 6:00pm in the City Hall Council Chambers to discuss the electric utility transition from Sharyland Utilities to Farmersville Electric

**II. READING OF ORDINANCES**

- A. First Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule regarding commercial refuse customers

**III. REGULAR AGENDA**

- A. Consider, discuss and act upon the City Financial Reports
- B. Consider, discuss and act upon an amendment to the refuse contract regarding roll-off refuse customers
- C. Consider, discuss and act upon a resolution supporting a grant application from the Criminal Justice Division for in-car cameras
- D. Update on cleanup from December's ice storm
- E. Consider, discuss and act upon a lease agreement with AirCanopy Internet Services/Rhino Communications regarding City of Farmersville Water Tower lease space

**IV. EXECUTIVE SESSION**

Discussion of matters permitted by the following sections of Texas Government Code Chapter 551:

- A. Section 551.074, Deliberation Regarding Personnel Matters:  
Discussion regarding Performance Evaluation of the City Manager

**V. RECONVENE FROM EXECUTIVE SESSION**

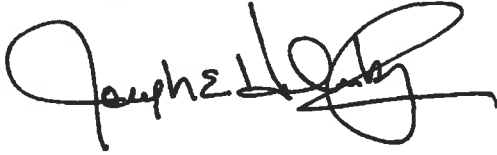
**VI. DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551.074 OF THE TEXAS GOVERNMENT CODE:**

- A. Possible action regarding Performance Evaluation of the City Manager

## **VII. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS**

### **VIII. ADJOURNMENT**

**Dated this the 21<sup>st</sup> day of February, 2014.**



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 February 21, 2014 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:** Ben White, City Manager

**DATE:** February 25, 2014

**SUBJECT:** First Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule regarding commercial refuse customers

- An Ordinance is attached for review

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

**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-0311-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING FARMERSVILLE CODE OF ORDINANCES AMENDING APPENDIX A, "MASTER FEE SCHEDULE," ARTICLE II, SECTION 2-6 "REFUSE/GARBAGE FEES"; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Farmersville, Texas ("City") is a Type A General – Law Municipality located in Collin County having a population of less than 5,000 persons as determined by the most recent federal census, created in accordance with the provisions of Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, pursuant to Section 54.001 of the Texas Local Government Code, the collection and removal of solid waste and recycling collection within the corporate limits of the City is within the police power of the City; and

**WHEREAS**, the City Council of the City of Farmersville ("City Council"), has determined that the orderly collection and removal of solid waste is essential to the health, safety and welfare of the residents of the City; and

**WHEREAS**, the City Council has entered into a solid waste collection franchise through the Texas Local Government Code and the Texas Health & Safety Code; and

**WHEREAS**, the City Council desires to adjust the franchise fee that the City receives from customers utilizing 20-yard or greater roll-off containers and 28-yard or greater roll-on compactors as set forth herein-below; and

**WHEREAS**, the City Council finds and determines that the amendment of such franchise fees is in the best interest of the health, safety, and general welfare of the City of Farmersville, Texas;

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

**SECTION I: Findings Incorporated**

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

**SECTION 2: Amendment to Master Fee Schedule**

From and after the effective date of this Ordinance, the Master Fee Schedule, Exhibit A to the Farmersville Code, is hereby amended by replacing the fee schedule for "Roll-On Compactors" and "Open Top Roll-off Containers"

contained in Section 2-6, "Refuse/Garbage and Recycling Fees," with the fee schedule for fee schedule for "Roll-On Compactors" and "Open Top Roll-off Containers" to read as follows:

|   |   |
|---|---|
| <b>Roll-on Compactors</b>                           | City's Authorized Contractor may charge rates up to the maximum charge shown below: |
| 28 Cubic Yards Per Haul (up to 8,000 lbs payload)   | \$460.00  |
| 35 Cubic Yards Per Haul (up to 8,000 lbs payload)   | \$488.75  |
| 40/42 Cubic Yards Per Haul (up to 8000 lbs payload) | \$529.00  |
| Excess Payload Weight if > 54,000 lbs GVW (per ton) | \$34.50   |
| Trip Charge (Dry Run) - weekday                     | \$103.50  |
| Compactor Rental Per Day                            | Established by waste company  |
|   |   |
| <b>Open Top Roll-off Containers</b>                 | City's Authorized Contractor may charge rates up to the maximum charge shown below: |
| 20 Cubic Yard Per Haul (up to 8,000 lbs payload)    | \$402.50  |
| 30 Cubic Yard Per Haul (up to 8,000 lbs payload)    | \$454.25  |
| 40 Cubic Yard Per Haul (up to 8,000 lbs payload)    | \$506.00  |

|   |          |
|---|----------|
| Excess Payload Weight if > 54,000 lbs GVW (per ton) | \$34.50  |
| Trip Charge (Dry Run) - weekday                     | \$103.50 |
| Delivery - weekday                                  | \$103.50 |
| Open Top Rental Per Day                             | \$4.60   |

### **SECTION 3: SEVERABILITY CLAUSE**

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

### **SECTION 4: REPEALER CLAUSE**

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

### **SECTION 5. Effective Date**

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

**PASSED** on first reading on the 25<sup>th</sup> day of February, 2014, and second reading on the 11<sup>th</sup> day of March, 2014 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.

*[Signatures continued on following page.]*

**APPROVED THIS 11<sup>th</sup> DAY OF MARCH, 2014.**

**APPROVED:**

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

**ATTEST:**

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



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** February 25, 2014

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

- City Financial Reports are attached for review

**ACTION:** Approve or disapprove Financial Reports as presented.

City of Farmersville  
Investment and Budget Report

January 2014

Prepared by: Daphne Hamlin

# SUMMARY OF CASH BALANCES JANUARY 2014

ACCOUNT: FNB (0815)

Restricted

Assigned

Account Balance

| Clearing Accounts                            |                       |                      |                      |
|--|-----------------------|----------------------|----------------------|
| General Fund                                 |                       | \$ 377,478.73        |                      |
| Permit Fund                                  |                       | \$ (16,283.56)       |                      |
| Refuse Fund                                  |                       | \$ 64,894.07         |                      |
| Water/Wastewater Fund                        |                       | \$ 57,083.00         |                      |
| Electric Fund                                |                       | \$ (169,987.64)      |                      |
| SRO Support ISD                              | \$ 15,666.23          |                      |                      |
| CC Child Safety                              | \$ 14,908.70          |                      |                      |
| Law Enf. Training                            | \$ 343.61             |                      |                      |
| Debt Service Revenue Payment(66.67%, \$228K) | \$ 184,076.83         |                      |                      |
| 2012 Bond                                    | \$ 23,199.66          |                      |                      |
| Disbursement Fund                            | \$ (55,186.57)        |                      |                      |
| Library Donation Fund                        | \$ 1,468.96           |                      |                      |
| Court Tech/Sec                               | \$ 16,615.90          |                      |                      |
| Grants                                       | \$ (473,788.39)       |                      |                      |
| 2005/2006 C/O                                | \$ 3,758.20           |                      |                      |
| CC Bond Farmersville Parkway                 | \$ 180,000.86         |                      |                      |
| CC Bond Floyd                                | \$ (49,667.75)        |                      |                      |
| Equipment Replacement                        | \$ 42,904.04          |                      |                      |
| <b>TOTAL:</b>                                | <b>\$ (95,699.72)</b> | <b>\$ 313,184.60</b> | <b>\$ 217,484.88</b> |

| Debt Service Accounts                                |                      |  |                      |
|--|----------------------|--|----------------------|
| County Tax Deposit (FNB 0807)(Debt Service)          | \$ 374,709.30        |  |                      |
| Debt Service Reserve (Texpool 0014 ) (2 months rsv ) | \$ 107,715.89        |  |                      |
| <b>TOTAL:</b>  | <b>\$ 482,425.19</b> |  | <b>\$ 482,425.19</b> |

| Appropriated Surplus Investment Accounts                  |                        |             |                        |
|---|------------------------|-------------|------------------------|
| Customer meter deposits (Texpool 0008)                    | \$ 107,507.65          |             |                        |
| 2012 Anticipation Note Elec Fund (Texstar 1120)           | \$ 600,028.01          |             |                        |
| 2012 G/O Bond, streets, water, wastewater (Texstar 0120 ) | \$ 1,227,089.82        | -           |                        |
| <b>TOTAL:</b>   | <b>\$ 1,934,625.48</b> | <b>\$ -</b> | <b>\$ 1,934,625.48</b> |

| Unassigned Surplus Investment Accounts         |                        |                      |                        |
|--|------------------------|----------------------|------------------------|
| Gen Fund Acct. (Texpool 0004)( Reso. 90 Day)   | \$ 668,525.00          | \$ 210,833.44        |                        |
| Refuse Fund Acct. (Texpool 0009)               | \$ 75,246.84           |                      |                        |
| Water/WW Fund (Texpool 0003)(Operating 90 day) | \$ 423,064.25          |                      |                        |
| Water/WW Fund (Texpool 00017)(Capital)         | \$ 390,704.35          |                      |                        |
| Elec. Fund (Texpool 0005) (Operating)          | \$ 50,000.00           |                      |                        |
| Elec. Fund (Texpool 0016)(Capital)             | \$ 129,552.71          |                      |                        |
| Elec. Surcharge (Texpool 0015)                 | \$ 120,821.01          |                      |                        |
| Money Market Acct. (FNB 092)                   |                        | \$ 172,757.86        |                        |
| <b>TOTAL:</b>                                  | <b>\$ 1,857,914.16</b> | <b>\$ 383,591.30</b> | <b>\$ 2,241,505.46</b> |

| Contractor Managed Accounts Nonspendable    |                        |                      |                        |
|---|------------------------|----------------------|------------------------|
| NTMWD Sewer Plant Maint. Fund               | \$ 13,844.00           |                      |                        |
| Sharyland PCRF Fund                         | \$ 339,569.00          |                      |                        |
| <b>TOTAL APPROPRIATED SURPLUS</b>           | <b>\$ 353,413.00</b>   | <b>\$ -</b>          | <b>\$ 353,413.00</b>   |
| <b>TOTAL CASH &amp; INVESTMENT ACCOUNTS</b> | <b>\$ 4,532,678.11</b> | <b>\$ 696,775.90</b> | <b>\$ 5,229,454.01</b> |

## SUMMARY OF CASH BALANCES JANUARY 2014

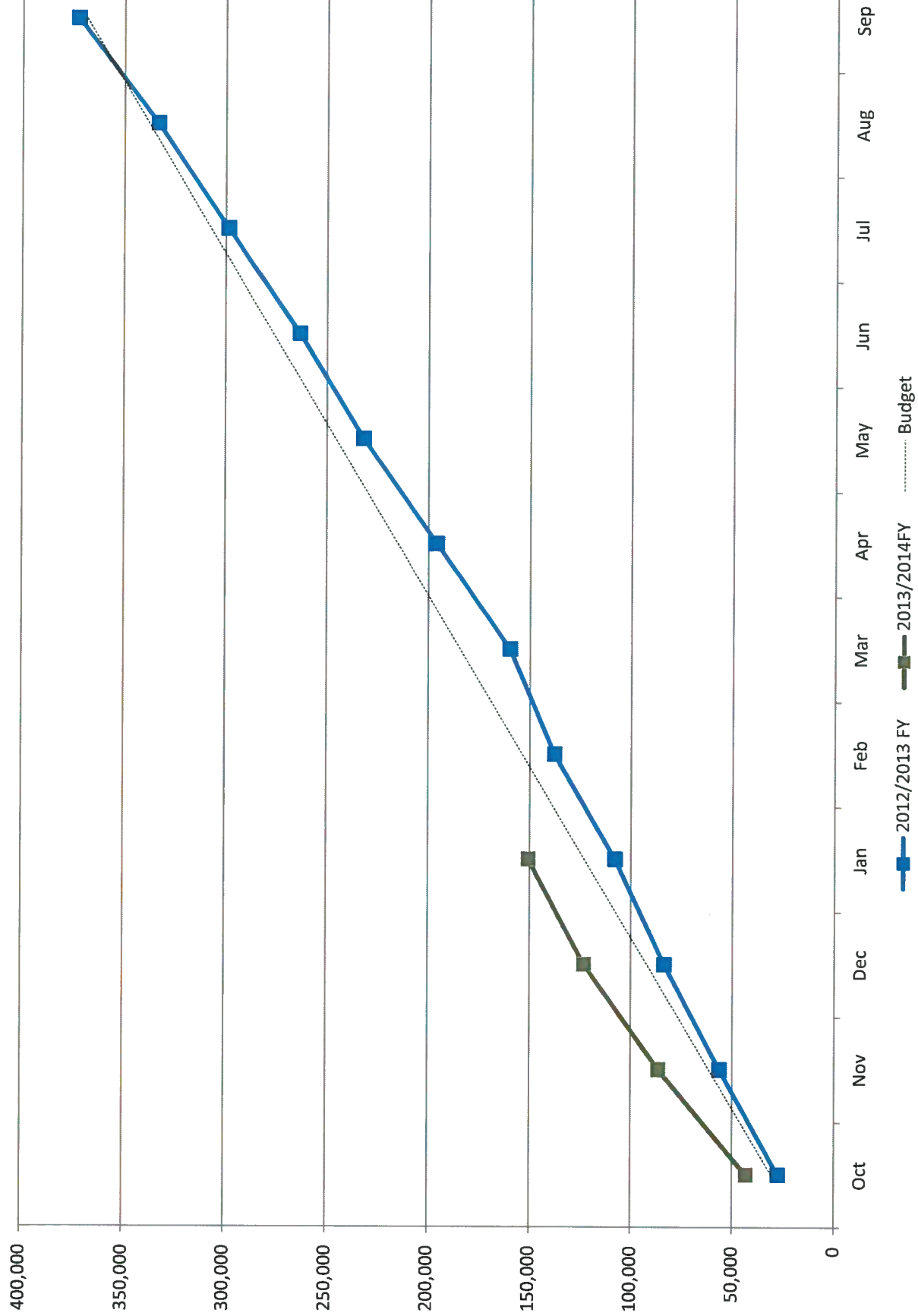
| FEDC 4A Board Investment & Checking Account       |    |            |    |                 |
|---|----|------------|----|-----------------|
| FEDC 4A Checking Account(Independent Bank 3124)   | \$ | 178,678.30 |    |                 |
| FEDC 4A Investment Account (Texpool 0001)         | \$ | 366,551.14 |    |                 |
| FEDC 4A Certificate of Deposit (Independent Bank) | \$ | 250,000.00 |    |                 |
| TOTAL:  | \$ | 795,229.44 | \$ | - \$ 795,229.44 |

| FCDC 4B Board Investment & Checking Account      |    |            |    |                 |
|--|----|------------|----|-----------------|
| FCDC 4B Checking Account (Independent Bank 3035) | \$ | 93,874.33  |    |                 |
| FCDC 4B Investment Account (Texpool 0001)        | \$ | 84,820.07  |    |                 |
| TOTAL:   | \$ | 178,694.40 | \$ | - \$ 178,694.40 |

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

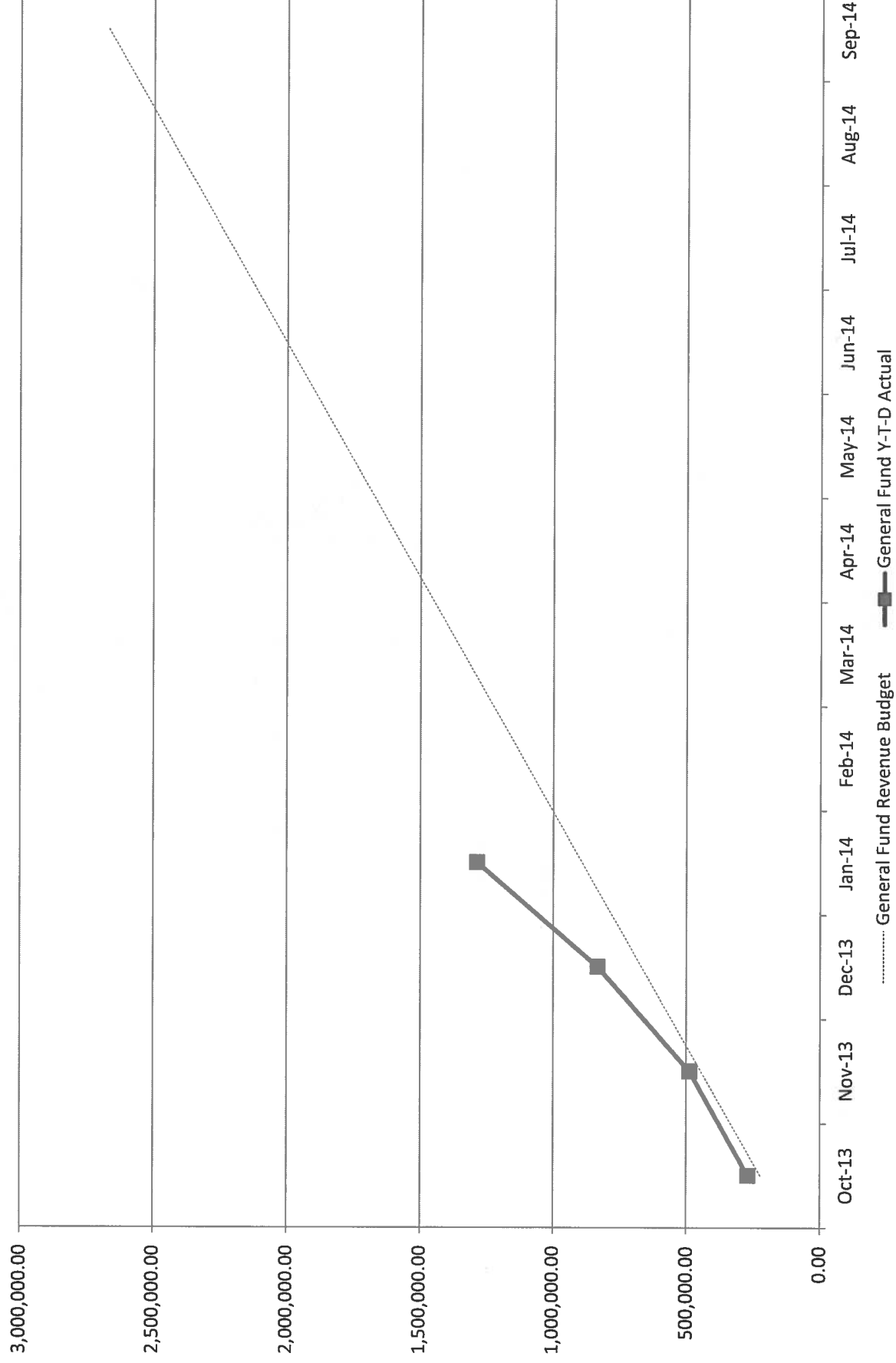
Note: Salmon color used to indicate an item dedicated to a specific project or need

# Sales Tax Chart

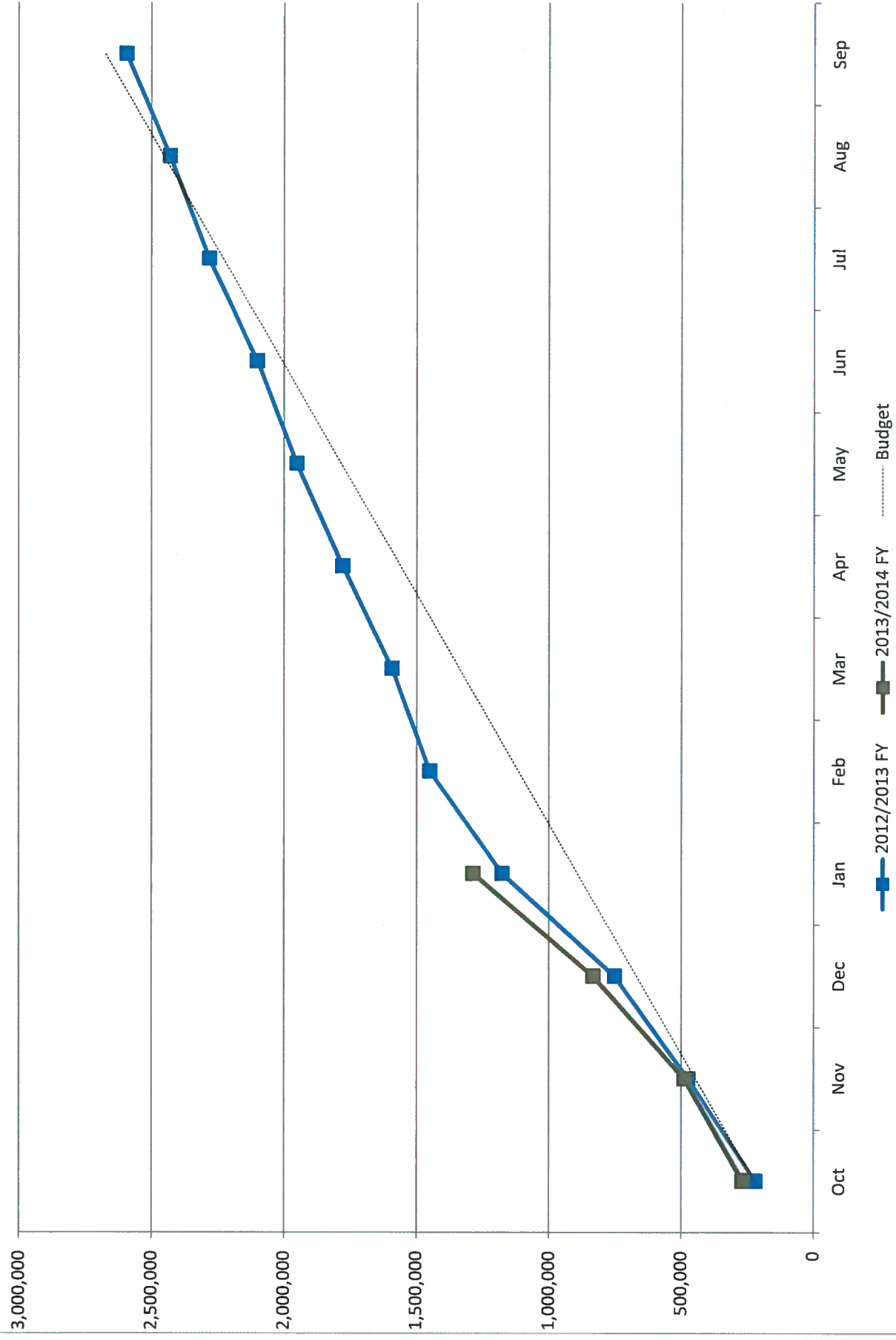


# General Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

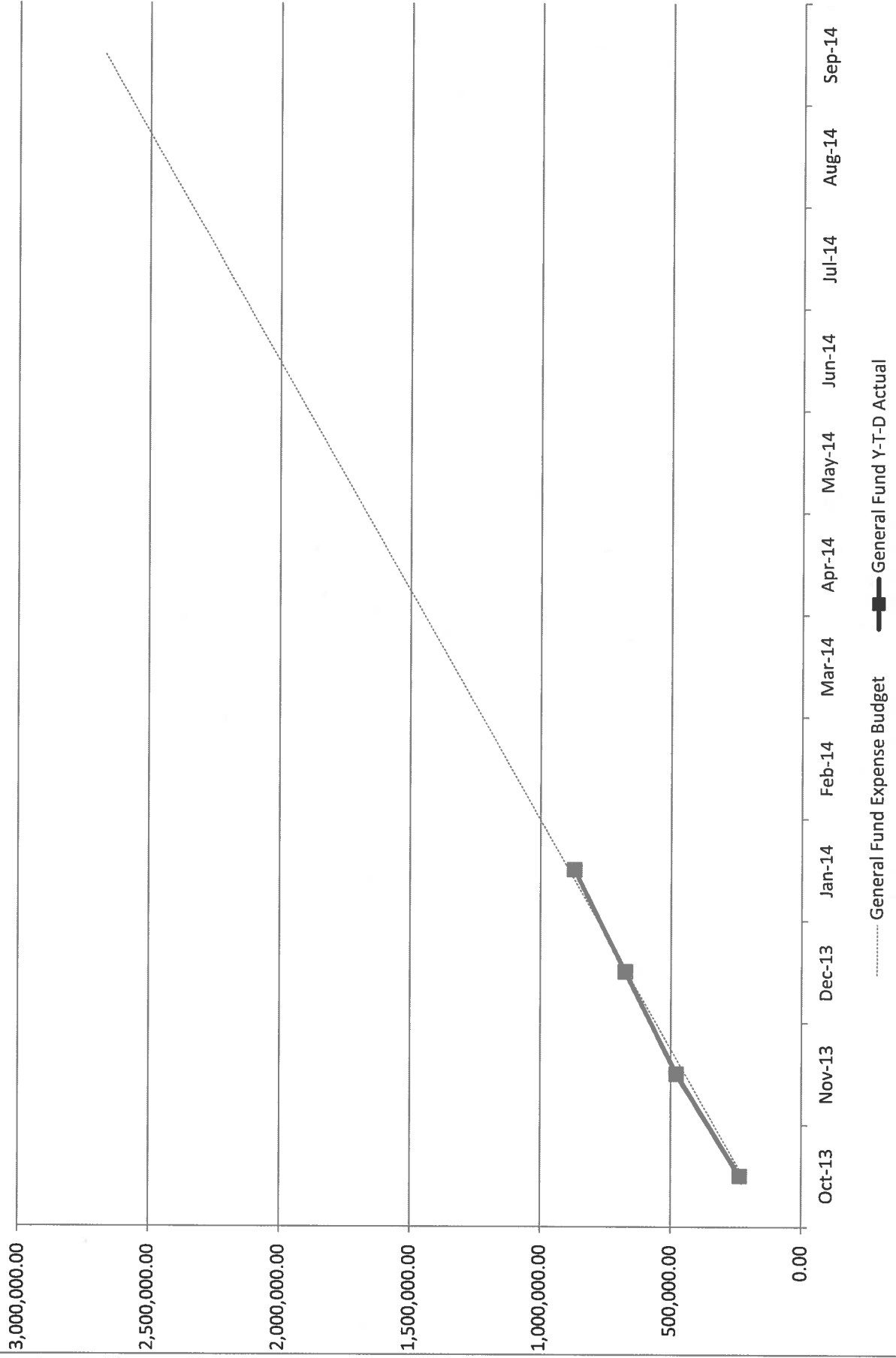


# General Fund Revenue Comparison Chart



# General Fund Expense

Budget Year 10/2013 thru 9/2014



100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

|                               | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>REVENUE SUMMARY</u>        |                   |                   |                        |                     |                   |                 |
| 00-REVENUE                    | 2,674,100         | 453,799.48        | 1,286,582.36           | 0.00                | 1,387,517.64      | 48.11           |
| TOTAL REVENUES                | 2,674,100         | 453,799.48        | 1,286,582.36           | 0.00                | 1,387,517.64      | 48.11           |
| <u>EXPENDITURE SUMMARY</u>    |                   |                   |                        |                     |                   |                 |
| 00-TRANSFER OUT               |                   |                   |                        |                     |                   |                 |
| TRANSFERS                     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 00-TRANSFER OUT         | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 11-MAYOR & CITY COUNCIL       |                   |                   |                        |                     |                   |                 |
| PERSONNEL SERVICES            | 2,040             | 170.00            | 680.00                 | 0.00                | 1,360.00          | 33.33           |
| CONTRACTS & PROF. SVCS        | 150               | 0.00              | 0.00                   | 0.00                | 150.00            | 0.00            |
| MAINTENANCE                   | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| MISCELLANEOUS                 | 25,700            | 1,043.00          | 16,241.19              | 0.00                | 9,458.81          | 63.20           |
| CAPITAL EXPENDITURES          | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 11-MAYOR & CITY COUNCIL | 27,890            | 1,213.00          | 16,921.19              | 0.00                | 10,968.81         | 60.67           |
| 12-ADMINISTRATION             |                   |                   |                        |                     |                   |                 |
| PERSONNEL SERVICES            | 229,832           | 12,774.28         | 60,768.02              | 0.00                | 169,063.98        | 26.44           |
| CONTRACTS & PROF. SVCS        | 87,050            | 3,846.94          | 25,393.19              | 0.00                | 61,656.81         | 29.17           |
| MAINTENANCE                   | 69,665            | 12,209.83         | 29,133.94              | 0.00                | 40,531.06         | 41.82           |
| UTILITIES                     | 21,150            | 2,585.04          | 5,310.76               | 0.00                | 15,839.24         | 25.11           |
| SUPPLIES                      | 18,500            | 1,736.38          | 11,036.49              | 0.00                | 7,463.51          | 59.66           |
| MISCELLANEOUS                 | 37,500            | 730.81            | 12,243.82              | 0.00                | 25,256.18         | 32.65           |
| CAPITAL EXPENDITURES          | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TRANSFERS                     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 12-ADMINISTRATION       | 463,697           | 33,883.28         | 143,886.22             | 0.00                | 319,810.78        | 31.03           |
| 14-MUNICIPAL COURT            |                   |                   |                        |                     |                   |                 |
| PERSONNEL SERVICES            | 120,781           | 9,501.64          | 33,444.33              | 0.00                | 87,336.67         | 27.69           |
| CONTRACTS & PROF. SVCS        | 24,986            | 1,250.00          | 6,614.30               | 0.00                | 18,371.70         | 26.47           |
| MAINTENANCE                   | 9,218             | 395.98            | 3,865.88               | 0.00                | 5,352.12          | 41.94           |
| UTILITIES                     | 1,200             | 103.56            | 201.58                 | 0.00                | 998.42            | 16.80           |
| SUPPLIES                      | 5,500             | 330.92            | 3,267.47               | 0.00                | 2,232.53          | 59.41           |
| MISCELLANEOUS                 | 6,700             | 205.96            | 3,323.99               | 0.00                | 3,376.01          | 49.61           |
| CAPITAL EXPENDITURES          | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 14-MUNICIPAL COURT      | 168,385           | 11,788.06         | 50,717.55              | 0.00                | 117,667.45        | 30.12           |
| 15-LIBRARY                    |                   |                   |                        |                     |                   |                 |
| PERSONNEL SERVICES            | 88,497            | 6,598.58          | 28,473.42              | 0.00                | 60,023.58         | 32.17           |
| CONTRACTS & PROF. SVCS        | 250               | 0.00              | 0.00                   | 0.00                | 250.00            | 0.00            |
| MAINTENANCE                   | 40,257            | 2,299.14          | 6,566.85               | 0.00                | 33,690.15         | 16.31           |
| UTILITIES                     | 9,550             | 1,015.95          | 2,278.84               | 0.00                | 7,271.16          | 23.86           |
| SUPPLIES                      | 3,610             | 118.65            | 909.77                 | 0.00                | 2,700.23          | 25.20           |
| MISCELLANEOUS                 | 5,400             | 430.03            | 3,815.50               | 0.00                | 1,584.50          | 70.66           |

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

|                             | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-----------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>CAPITAL EXPENDITURES</u> | 15,000            | 724.11            | 3,516.64               | 0.00                | 11,483.36         | 23.44           |
| TRANSFERS                   | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 15-LIBRARY            | 162,564           | 11,186.46         | 45,561.02              | 0.00                | 117,002.98        | 28.03           |
| <u>16-CIVIC/CENTER</u>      |                   |                   |                        |                     |                   |                 |
| UTILITIES                   | 15,500            | 1,490.62          | 3,704.72               | 0.00                | 11,795.28         | 23.90           |
| TOTAL 16-CIVIC/CENTER       | 15,500            | 1,490.62          | 3,704.72               | 0.00                | 11,795.28         | 23.90           |
| <u>21-POLICE DEPT.</u>      |                   |                   |                        |                     |                   |                 |
| PERSONNEL SERVICES          | 644,454           | 48,127.86         | 209,772.01             | 0.00                | 434,681.99        | 32.55           |
| CONTRACTS & PROF. SVCS      | 42,700            | 6,549.74          | 18,433.12              | 0.00                | 24,266.88         | 43.17           |
| MISCELLANEOUS               | 1,000             | 0.00              | 0.00                   | 0.00                | 1,000.00          | 0.00            |
| MAINTENANCE                 | 78,836            | 5,748.90          | 28,186.84              | 8,130.75            | 42,518.41         | 46.07           |
| UTILITIES                   | 32,820            | 4,109.83          | 8,257.43               | 0.00                | 24,562.57         | 25.16           |
| SUPPLIES                    | 59,100            | 8,230.45          | 14,945.07              | 0.00                | 44,154.93         | 25.29           |
| MISCELLANEOUS               | 19,120            | 706.50            | 10,776.00              | 0.00                | 8,344.00          | 56.36           |
| CAPITAL EXPENDITURES        | 0                 | 260.94            | 1,043.76               | 0.00                | 1,043.76          | 0.00            |
| TRANSFERS                   | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 21-POLICE DEPT.       | 878,030           | 73,212.34         | 289,326.71             | 8,130.75            | 580,572.54        | 33.88           |
| <u>22-FIRE DEPT.</u>        |                   |                   |                        |                     |                   |                 |
| PERSONNEL SERVICES          | 108,225           | 6,730.02          | 36,982.79              | 0.00                | 71,242.21         | 34.17           |
| CONTRACTS & PROF. SVCS      | 46,395            | 0.00              | 102.30                 | 0.00                | 46,292.70         | 0.22            |
| MISCELLANEOUS               | 1,500             | 0.00              | 0.00                   | 0.00                | 1,500.00          | 0.00            |
| MAINTENANCE                 | 36,447            | 1,094.80          | 4,167.08               | 0.00                | 32,279.92         | 11.43           |
| UTILITIES                   | 720               | 30.00             | 90.00                  | 0.00                | 630.00            | 12.50           |
| SUPPLIES                    | 23,900            | 2,028.86          | 5,063.35               | 0.00                | 18,836.65         | 21.19           |
| MISCELLANEOUS               | 12,890            | 1,829.32          | 11,045.82              | 0.00                | 1,844.18          | 85.69           |
| CAPITAL EXPENDITURES        | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TRANSFERS                   | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 22-FIRE DEPT.         | 230,077           | 11,713.00         | 57,451.34              | 0.00                | 172,625.66        | 24.97           |
| <u>34-STREET SYSTEM</u>     |                   |                   |                        |                     |                   |                 |
| PERSONNEL SERVICES          | 122,983           | 7,357.76          | 38,013.36              | 0.00                | 84,969.64         | 30.91           |
| CONTRACTS & PROF. SVCS      | 15,300            | 3,556.95          | 5,227.75               | 0.00                | 10,072.25         | 34.17           |
| MISCELLANEOUS               | 51,562            | 4,009.08          | 12,408.73              | 0.00                | 39,153.27         | 24.07           |
| MAINTENANCE                 | 3,000             | 336.99            | 2,113.39               | 0.00                | 886.61            | 70.45           |
| UTILITIES                   | 46,200            | 4,113.53          | 12,206.50              | 0.00                | 33,993.50         | 26.42           |
| SUPPLIES                    | 11,000            | 1,936.61          | 2,553.03               | 0.00                | 8,446.97          | 23.21           |
| MISCELLANEOUS               | 500               | 0.00              | 0.00                   | 0.00                | 500.00            | 0.00            |
| CAPITAL EXPENDITURES        | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 34-STREET SYSTEM      | 250,545           | 21,310.92         | 72,522.76              | 0.00                | 178,022.24        | 28.95           |
| <u>37-ELECTRIC DEPT.</u>    |                   |                   |                        |                     |                   |                 |
| UTILITIES                   | 0                 | 0.00              | 11.74                  | 0.00                | 11.74             | 0.00            |
| TOTAL 37-ELECTRIC DEPT.     | 0                 | 0.00              | 11.74                  | 0.00                | 11.74             | 0.00            |

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

|                                   | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 60-PUBLIC WORKS BLDG              |                   |                   |                        |                     |                   |                 |
| PERSONNEL SERVICES                | 51,772            | 9,846.45          | 38,395.62              | 0.00                | 13,376.38         | 74.16           |
| CONTRACTS & PROF. SVCS            | 10,000            | 92.00             | 2,161.46               | 0.00                | 7,838.54          | 21.61           |
| MISCELLANEOUS                     | 22,500            | 919.16            | 11,872.81              | 0.00                | 10,627.19         | 52.77           |
| MAINTENANCE                       | 56,193            | 5,197.80          | 7,911.53               | 0.00                | 48,281.47         | 14.08           |
| UTILITIES                         | 14,355            | 2,158.65          | 3,682.36               | 0.00                | 10,672.64         | 25.65           |
| SUPPLIES                          | 2,500             | 0.00              | 0.00                   | 0.00                | 2,500.00          | 0.00            |
| MISCELLANEOUS                     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| CAPITAL EXPENDITURES              | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 60-PUBLIC WORKS BLDG        | 157,320           | 18,214.06         | 64,023.78              | 0.00                | 93,296.22         | 40.70           |
| 39-PARKS                          |                   |                   |                        |                     |                   |                 |
| PERSONNEL SERVICES                | 77,101            | 1,549.68          | 21,099.41              | 0.00                | 56,001.59         | 27.37           |
| CONTRACTS & PROF. SVCS            | 63,500            | 2,857.08          | 24,125.56              | 0.00                | 39,374.44         | 37.99           |
| MISCELLANEOUS                     | 21,250            | 2,366.00          | 4,667.74               | 0.00                | 16,582.26         | 21.97           |
| MAINTENANCE                       | 14,000            | 1,001.00          | 4,064.00               | 0.00                | 9,936.00          | 29.03           |
| UTILITIES                         | 67,375            | 1,951.88          | 10,827.60              | 0.00                | 56,547.40         | 16.07           |
| SUPPLIES                          | 7,000             | 1,936.61          | 2,553.05               | 0.00                | 4,446.95          | 36.47           |
| MISCELLANEOUS                     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 39-PARKS                    | 250,226           | 11,662.25         | 67,337.36              | 0.00                | 182,888.64        | 26.91           |
| 71-DEBT SERVICE                   |                   |                   |                        |                     |                   |                 |
| DEBT SERVICE                      | 71,066            | 0.00              | 59,494.74              | 0.00                | 11,571.26         | 83.72           |
| TOTAL 71-DEBT SERVICE             | 71,066            | 0.00              | 59,494.74              | 0.00                | 11,571.26         | 83.72           |
| TOTAL EXPENDITURES                | 2,675,300         | 195,673.99        | 870,959.13             | 8,130.75            | 1,796,210.12      | 32.86           |
| REVENUE OVER/(UNDER) EXPENDITURES | ( 1,200)          | 258,125.49        | 415,623.23 (           | 8,130.75) (         | 408,692.48)       | 3,957.71-       |

## 100-GENERAL FUND

% OF YEAR COMPLETED: 33.33

| REVENUES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 00-REVENUE                               |                   |                   |                        |                     |                   |                 |
| 100.00.5711.000 AD VALOREM TAX           | 707,673           | 255,940.12        | 519,947.69             | 0.00                | 187,725.31        | 73.47           |
| 100.00.5712.000 CC CONV FEE COURT        | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5713.000 DEL. TAX, PEN. & INT.    | 15,000            | 1,747.61          | 6,257.15               | 0.00                | 8,742.85          | 41.71           |
| 100.00.5714.000 CC CONV FEE UTILITY      | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5715.000 TIRZ                     | 10,000            | 0.00              | 0.00                   | 0.00                | 10,000.00         | 0.00            |
| 100.00.5721.000 SALES TAX                | 368,718           | 27,527.03         | 150,625.41             | 0.00                | 218,092.59        | 40.85           |
| 100.00.5722.000 BEVERAGE TAX             | 200               | 215.72            | 474.94                 | 0.00                | 274.94            | 237.47          |
| 100.00.5730.000 FRANCHISE FEES - GARBAGE | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5731.000 FRANCHISE FEES - GAS     | 30,000            | 0.00              | 22,961.17              | 0.00                | 7,038.83          | 76.54           |
| 100.00.5732.000 SKYBEAM                  | 10,800            | 900.00            | 3,600.00               | 0.00                | 7,200.00          | 33.33           |
| 100.00.5733.000 ELEC. FUND FRANCHISE FEE | 5,500             | 2,850.11          | 3,946.03               | 0.00                | 1,553.97          | 71.75           |
| 100.00.5734.000 FRANCHISE FEES - TELE.   | 5,000             | 282.76            | 1,322.74               | 0.00                | 3,677.26          | 26.45           |
| 100.00.5735.000 FRANCHISE FEES - CABLE   | 13,000            | 0.00              | 3,131.38               | 0.00                | 9,868.62          | 24.09           |
| 100.00.5736.000 FRANCHISE FEES - OTHER   | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5741.000 PERMITS & INSPECTIONS    | 20,000            | 1,943.90          | 15,195.50              | 0.00                | 4,804.50          | 75.98           |
| 100.00.5742.000 PLANNING & ZONING FEES   | 2,000             | 0.00              | 0.00                   | 0.00                | 2,000.00          | 0.00            |
| 100.00.5743.000 FEES                     | 100               | 0.00              | 53.00                  | 0.00                | 47.00             | 53.00           |
| 100.00.5744.000 PENALTIES                | 137,171           | 12,854.98         | 33,280.84              | 0.00                | 103,890.16        | 24.26           |
| 100.00.5745.000 CNTY FIRE RUNS           | 110,997           | 55,488.02         | 55,488.02              | 0.00                | 55,508.98         | 49.99           |
| 100.00.5746.000 UNION SHED RENTAL        | 1,000             | 100.00            | 150.00                 | 0.00                | 850.00            | 15.00           |
| 100.00.5747.000 COUNTY LIBRARY FUND      | 14,800            | 0.00              | 0.00                   | 0.00                | 14,800.00         | 0.00            |
| 100.00.5748.000 MICRO CHIP PROGRAM       | 0                 | 2.00              | 12.00                  | 0.00                | 12.00             | 0.00            |
| 100.00.5749.000 MUN. CT. BLDG. SECURITY  | 0                 | 0.00              | 60.91                  | 0.00                | 60.91             | 0.00            |
| 100.00.5750.000 LAMKIN MEMORIAL          | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5751.000 MUN. CT. TECHNOLOGY FUND | 0                 | 0.00              | 81.21                  | 0.00                | 81.21             | 0.00            |
| 100.00.5754.000 GRANT PROCEEDS           | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5758.000 T-MOBLIE LEASE           | 15,468            | 1,395.64          | 4,045.94               | 0.00                | 11,422.06         | 26.16           |
| 100.00.5759.000 GAMING MACHINE LICENSE   | 2,550             | 10.00             | 9,095.00               | 0.00                | 6,545.00          | 356.67          |
| 100.00.5760.000 SRO SUPPORT              | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5762.000 INTEREST EARNED          | 1,000             | 2.07              | 82.17                  | 0.00                | 917.83            | 8.22            |
| 100.00.5763.000 FEDC 4A STAFF SUPPORT    | 600               | 0.00              | 0.00                   | 0.00                | 600.00            | 0.00            |
| 100.00.5764.000 FCDC IMPROVEMENTS        | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5765.000 RENT E. TX. MED CTR.     | 12,000            | 2,000.00          | 5,000.00               | 0.00                | 7,000.00          | 41.67           |
| 100.00.5766.000 FEDC IMPROVEMENT FUND    | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5767.000 OTHER REVENUE            | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5768.000 S W BELL LEASE           | 9,000             | 0.00              | 1,826.37               | 0.00                | 7,173.63          | 20.29           |
| 100.00.5769.000 OTHER INCOME             | 25,000            | 704.60            | 4,026.15               | 0.00                | 20,973.85         | 16.10           |
| 100.00.5770.000 C.C. CHILD SAFETY        | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5771.000 ATHLETIC COMPLEX         | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5772.000 PUBLIC WORKS REVENUE     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5773.000 REVENUE RESCUE           | 2,500             | 1,000.00          | 3,517.26               | 0.00                | 1,017.26          | 140.69          |
| 100.00.5774.000 ALARM FEE                | 1,000             | 275.00            | 2,980.00               | 0.00                | 1,980.00          | 298.00          |
| 100.00.5775.000 TEXAS FOREST SERVICE GRA | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5776.000 LIBRARY GRANT TIF        | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5777.000 BRICK CAMPAIGN           | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5778.000 PARK DEDICATION FEE      | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5790.000 COURT EOY CORRECTION     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |

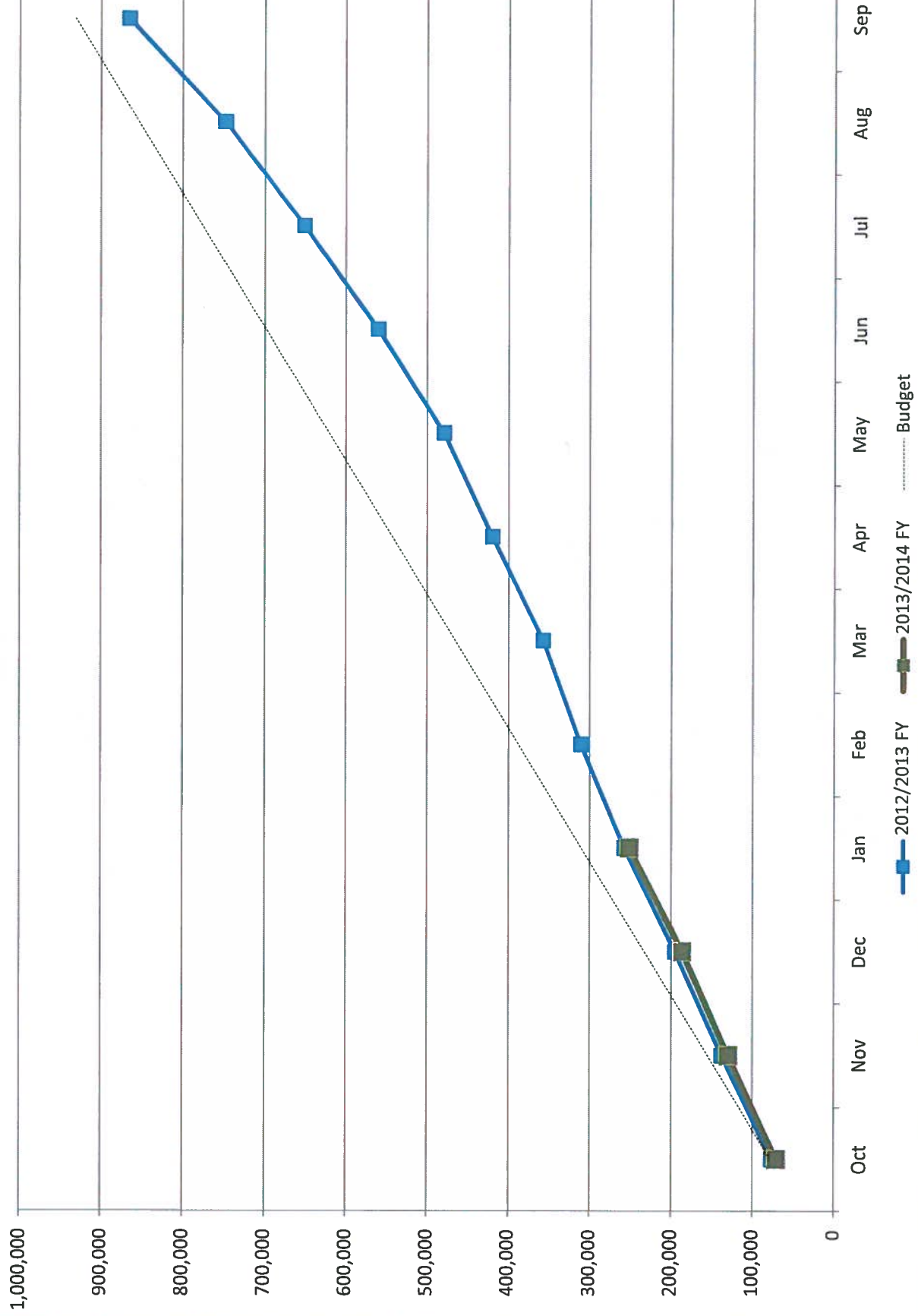
CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2014

## 100-GENERAL FUND

% OF YEAR COMPLETED: 33.33

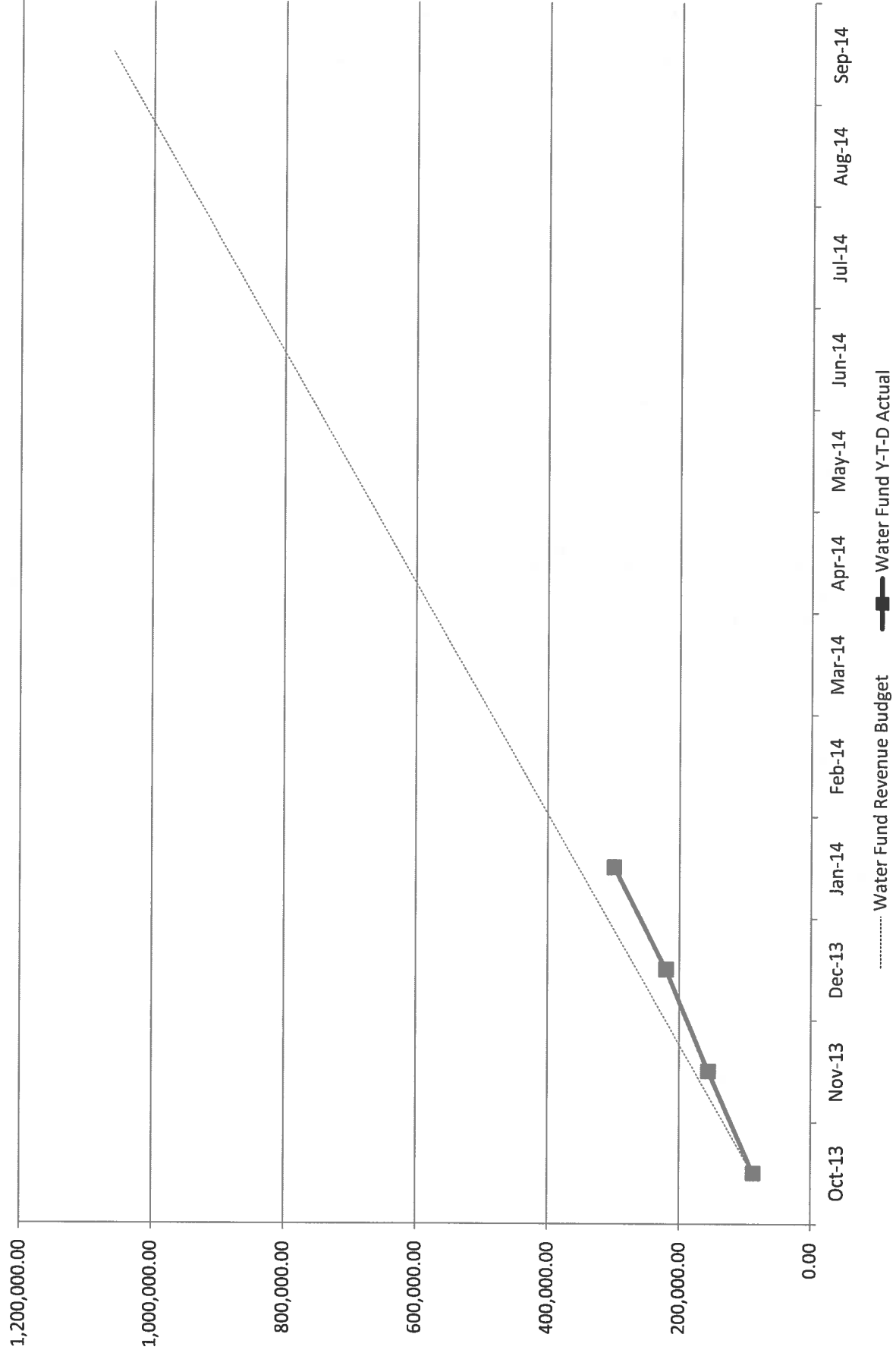
| REVENUES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 100.00.5791.000 4B SUPPORT REVENUE       | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5792.000 ADM.SUPPORT CHARGES      | 20,710            | 1,725.82          | 6,903.28               | 0.00                | 13,806.72         | 33.33           |
| 100.00.5793.000 RENT RECEIVED            | 3,600             | 300.00            | 1,200.00               | 0.00                | 2,400.00          | 33.33           |
| 100.00.5794.000 CIVIC RENT               | 5,500             | 900.00            | 2,212.00               | 0.00                | 3,288.00          | 40.22           |
| 100.00.5795.000 4B SALARY                | 57,588            | 0.00              | 57,454.60              | 0.00                | 133.40            | 99.77           |
| 100.00.5796.000 KCS RAILWAY MOWING       | 5,000             | 0.00              | 0.00                   | 0.00                | 5,000.00          | 0.00            |
| 100.00.5797.000 MARKETING                | 15,000            | 92.10             | 23,110.00              | 0.00                | 8,110.00          | 154.07          |
| 100.00.5798.000 STEP PROGRAM             | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5799.000 CAPITAL LEASE REFUNDING  | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5991.000 TRANSFERS IN-OTHER FUNDS | 1,045,625         | 87,135.40         | 348,541.60             | 0.00                | 697,083.40        | 33.33           |
| 100.00.5992.000 SALE OF FIXED ASSETS     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5994.000 LEASE PURCHASE PROCEEDS  | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5995.000 TRANSFERS-RESERVE        | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5998.000 TRANS.IN- GEN.FND.SURPLU | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 100.00.5999.000 TRANS.IN-PARK IMP.SURPLU | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 00-REVENUE                         | 2,674,100         | 453,799.48        | 1,286,582.36           | 0.00                | 1,387,517.64      | 48.11           |
| TOTAL REVENUE                            | 2,674,100         | 453,799.48        | 1,286,582.36           | 0.00                | 1,387,517.64      | 48.11           |

# City Water Sales

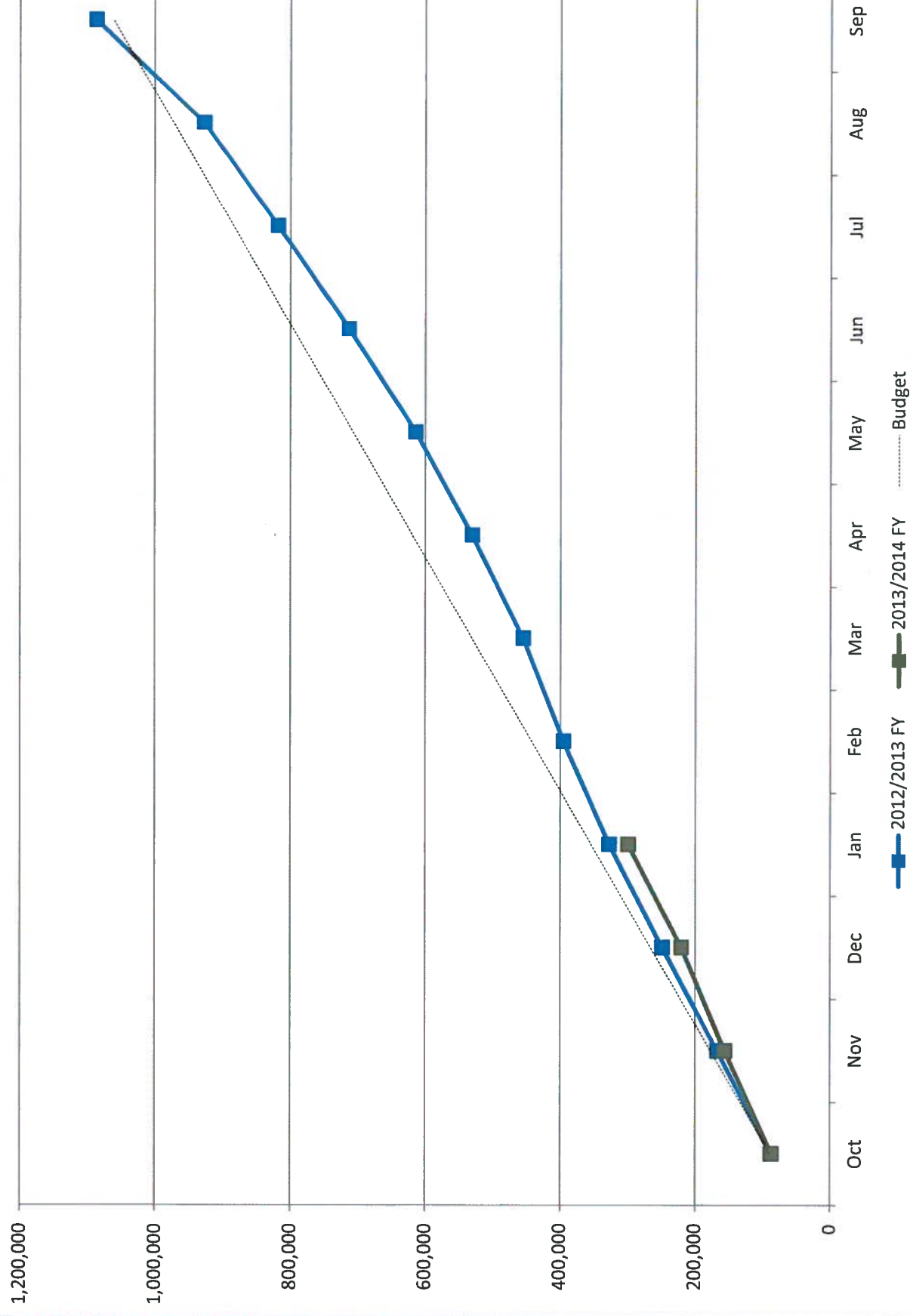


# Water Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

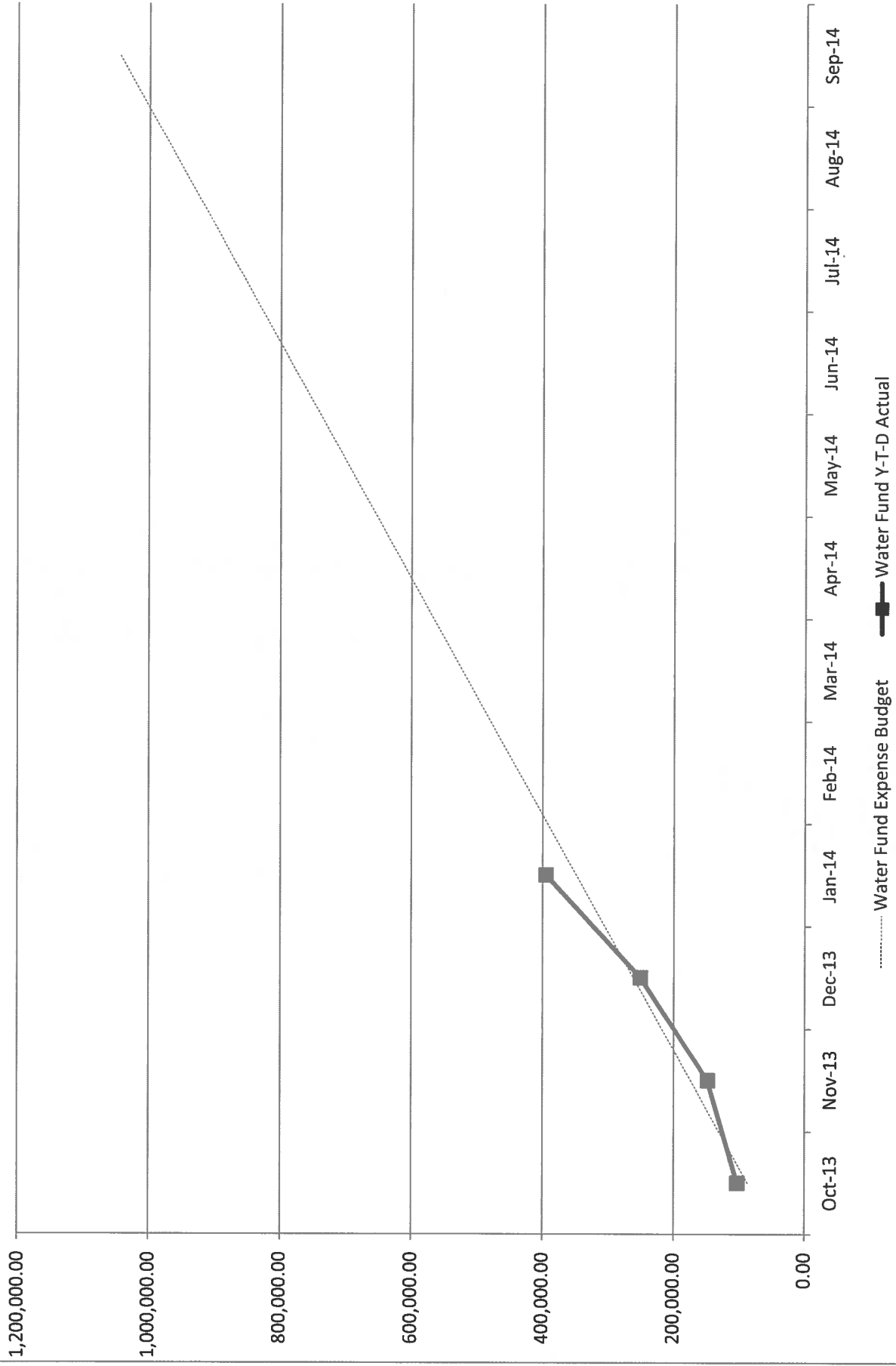


# Water Revenue Comparison Chart



# Water Fund Expense

Budget Year 10/2013 thru 9/2014



700-WATER FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

|                                   | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>REVENUE SUMMARY</u>            |                   |                   |                        |                     |                   |                 |
| 00-REVENUE                        | 1,061,120         | 78,942.62         | 299,463.00             | 0.00                | 761,657.00        | 28.22           |
| 35-WATER REVENUE                  | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL REVENUES                    | 1,061,120         | 78,942.62         | 299,463.00             | 0.00                | 761,657.00        | 28.22           |
| <u>EXPENDITURE SUMMARY</u>        |                   |                   |                        |                     |                   |                 |
| 00-TRANSFER OUT                   | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TRANSFERS                         | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 00-TRANSFER OUT             | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 12-ADMINISTRATION                 | 62,190            | 9,665.44          | 44,662.13              | 0.00                | 17,527.87         | 71.82           |
| PERSONNEL SERVICES                | 150               | 0.00              | 0.00                   | 0.00                | 150.00            | 0.00            |
| CONTRACTS & PROF. SVCS            | 12,589            | 3,007.64          | 4,953.20               | 0.00                | 7,635.80          | 39.35           |
| MAINTENANCE                       | 18,000            | 1,374.14          | 5,300.93               | 0.00                | 12,699.07         | 29.45           |
| UTILITIES                         | 500               | 150.00            | 150.00                 | 0.00                | 350.00            | 30.00           |
| SUPPLIES                          | 2,150             | 131.59            | 699.41                 | 0.00                | 1,450.59          | 32.53           |
| MISCELLANEOUS                     | 95,579            | 14,328.81         | 55,765.67              | 0.00                | 39,813.33         | 58.35           |
| TOTAL 12-ADMINISTRATION           | 500               | 0.00              | 0.00                   | 0.00                | 500.00            | 0.00            |
| 34-STREET SYSTEM                  | 500               | 0.00              | 0.00                   | 0.00                | 500.00            | 0.00            |
| MISCELLANEOUS                     | 500               | 0.00              | 0.00                   | 0.00                | 500.00            | 0.00            |
| TOTAL 34-STREET SYSTEM            | 500               | 0.00              | 0.00                   | 0.00                | 500.00            | 0.00            |
| 52-STORM WATER SYSTEM             | 0                 | 0.00              | 96.08                  | 0.00                | ( 96.08)          | 0.00            |
| PERSONNEL SERVICES                | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| CONTRACTS & PROF. SVCS            | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| MISCELLANEOUS                     | 0                 | 0.00              | 1,274.53               | 0.00                | ( 1,274.53)       | 0.00            |
| UTILITIES                         | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| SUPPLIES                          | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| MISCELLANEOUS                     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| CAPITAL EXPENDITURES              | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 52-STORM WATER SYSTEM       | 0                 | 0.00              | 1,370.61               | 0.00                | ( 1,370.61)       | 0.00            |
| 35-WATER DEPT.                    | 132,869           | 20,026.52         | 75,681.94              | 0.00                | 57,187.06         | 56.96           |
| PERSONNEL SERVICES                | 44,655            | 4,080.05          | 16,363.06              | 0.00                | 28,291.94         | 36.64           |
| CONTRACTS & PROF. SVCS            | 77,050            | 3,461.88          | 18,229.46              | 0.00                | 58,820.54         | 23.66           |
| MISCELLANEOUS                     | 5,000             | 207.55            | 1,157.37               | 0.00                | 3,842.63          | 23.15           |
| MAINTENANCE                       | 32,200            | 2,392.65          | 6,563.86               | 0.00                | 25,636.14         | 20.38           |
| UTILITIES                         | 534,472           | 89,348.85         | 177,377.46             | 0.00                | 357,094.54        | 33.19           |
| SUPPLIES                          | 1,500             | 63.83             | 1,722.60               | 0.00                | ( 222.60)         | 114.84          |
| MISCELLANEOUS                     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| CAPITAL EXPENDITURES              | 121,874           | 10,156.16         | 40,624.64              | 0.00                | 81,249.36         | 33.33           |
| TRANSFERS                         | 949,620           | 129,737.49        | 337,720.39             | 0.00                | 611,899.61        | 35.56           |
| TOTAL 35-WATER DEPT.              | 1,045,699         | 144,066.30        | 394,856.67             | 0.00                | 650,842.33        | 37.76           |
| TOTAL EXPENDITURES                | 15,421            | ( 65,123.68)      | 95,393.67              | 0.00                | 110,814.67        | 618.60-         |
| REVENUE OVER/(UNDER) EXPENDITURES |                   |                   |                        |                     |                   |                 |

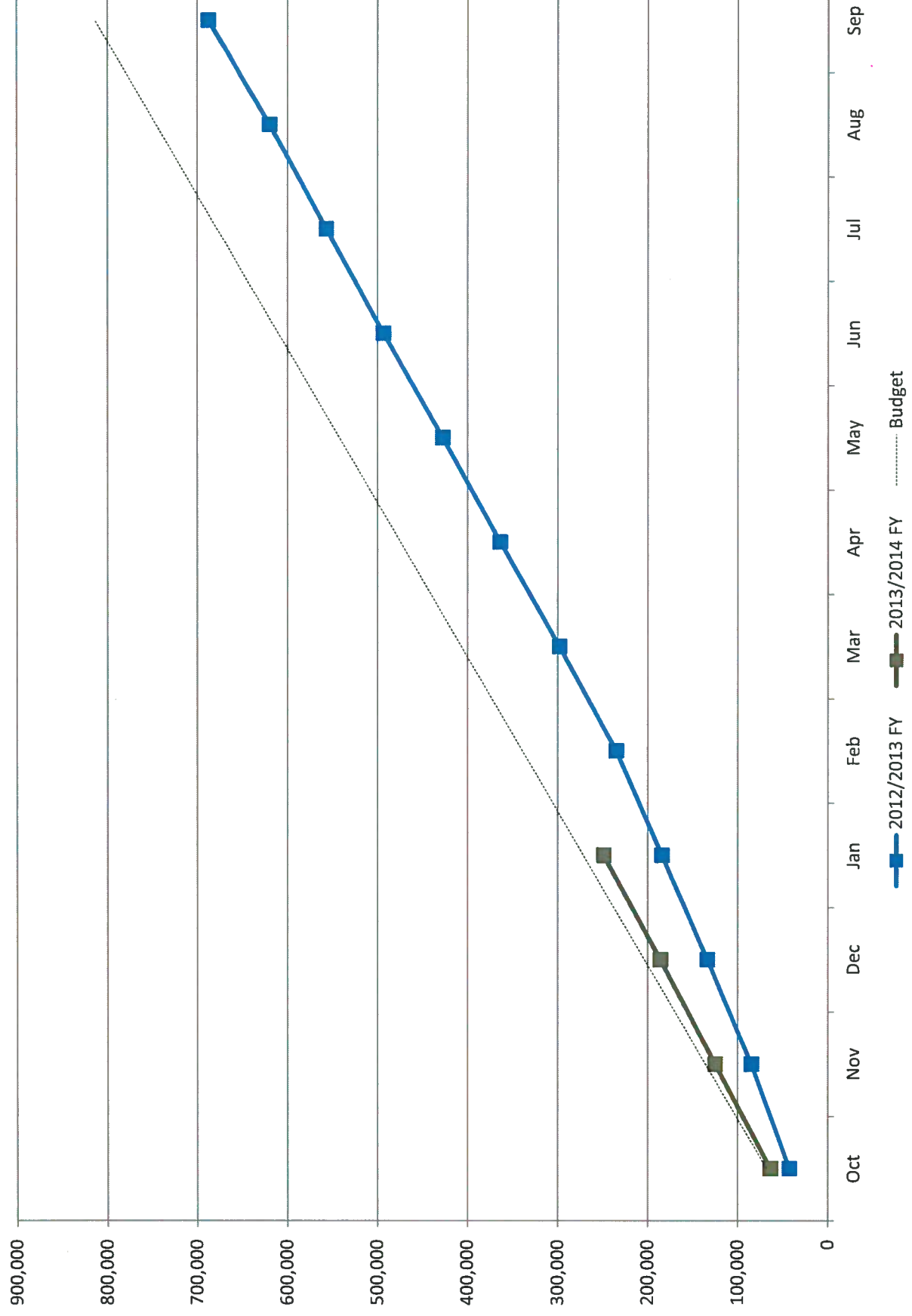
## 700-WATER FUND

% OF YEAR COMPLETED: 33.33

| REVENUES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 00-REVENUE                               | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 700.00.5714.000 CC CONV. FEE             | 3,500             | 175.00            | 1,002.50               | 0.00                | 2,497.50          | 28.64           |
| 700.00.5743.000 CONNECT FEE              | 18,000            | 1,139.78          | 5,001.86               | 0.00                | 12,998.14         | 27.79           |
| 700.00.5744.000 PENALTIES                | 90,987            | 11,272.97         | 36,147.87              | 0.00                | 54,839.13         | 39.73           |
| 700.00.5745.000 AGREEMENTS AND CONTRACTS | 4,055             | 0.00              | 0.00                   | 0.00                | 4,055.00          | 0.00            |
| 700.00.5746.000 IMPACT FEE               | 930,898           | 64,697.15         | 251,635.34             | 0.00                | 679,262.66        | 27.03           |
| 700.00.5751.000 CITY WATER SALES         | 3,700             | 1,360.00          | 5,160.00               | 0.00                | 1,460.00          | 139.46          |
| 700.00.5753.000 WATER TAP FEES           | 1,500             | 43.44             | 207.68                 | 0.00                | 1,292.32          | 13.85           |
| 700.00.5762.000 INTEREST EARNED          | 8,480             | 254.28            | 307.75                 | 0.00                | 8,172.25          | 3.63            |
| 700.00.5767.000 OTHER REVENUE            | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 00-REVENUE                         | 1,061,120         | 78,942.62         | 299,463.00             | 0.00                | 761,657.00        | 28.22           |
| 35-WATER REVENUE                         | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 700.35.5762.000 INTEREST EARNED          | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 35-WATER REVENUE                   | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |

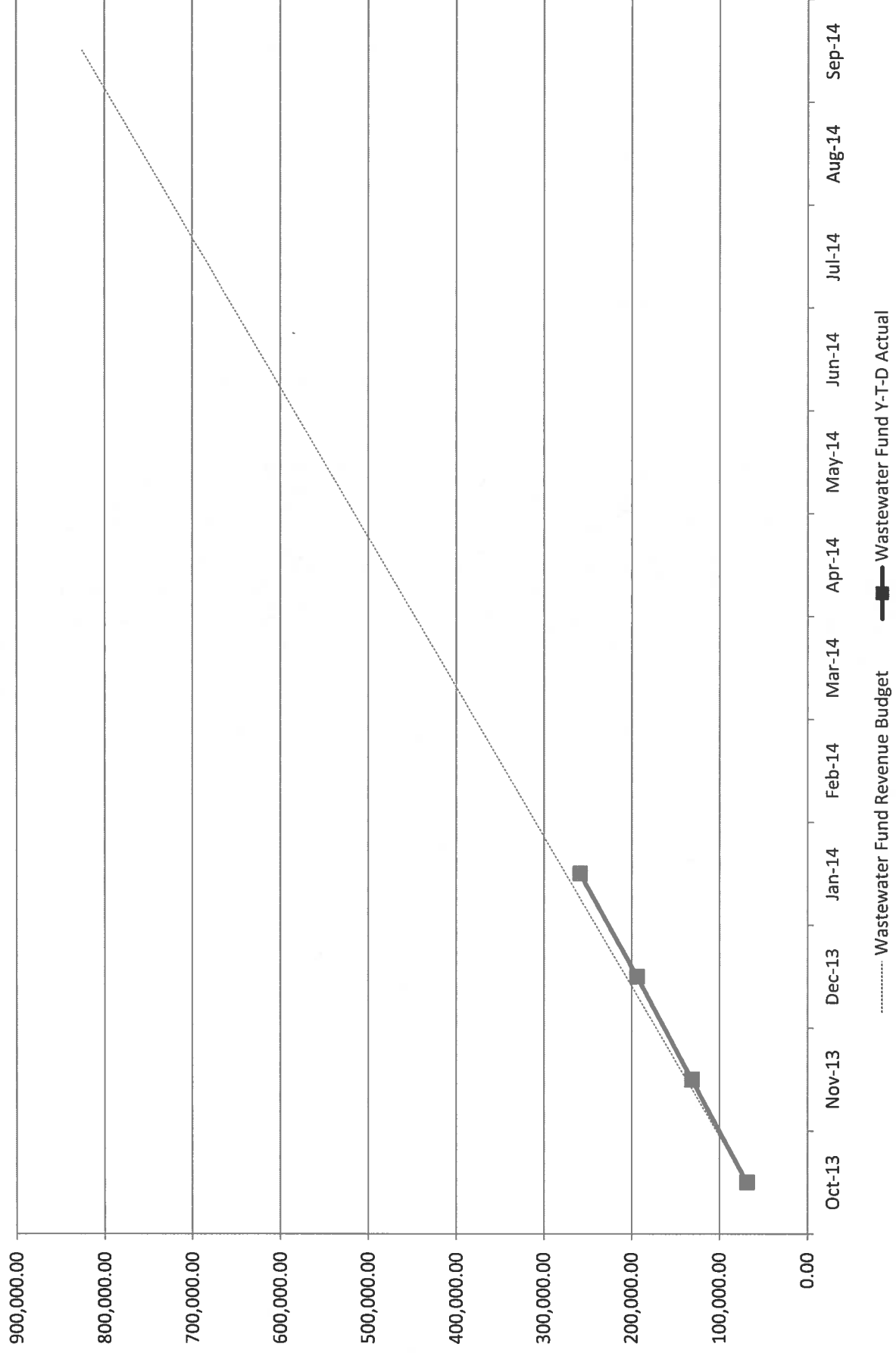
|               |           |           |            |      |            |       |
|---------------|-----------|-----------|------------|------|------------|-------|
| TOTAL REVENUE | 1,061,120 | 78,942.62 | 299,463.00 | 0.00 | 761,657.00 | 28.22 |
|---------------|-----------|-----------|------------|------|------------|-------|

# City Sewer Sales

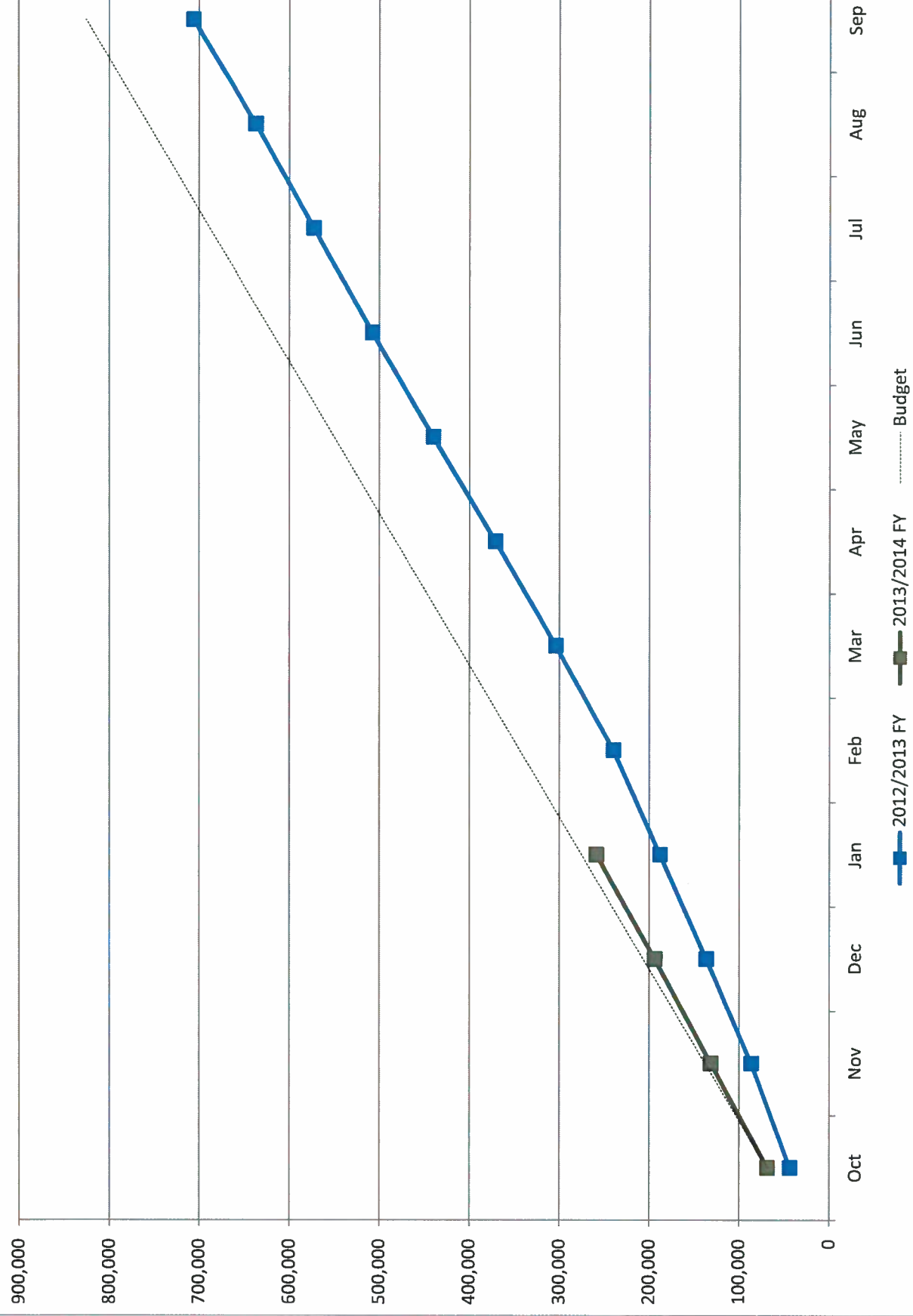


# Wastewater Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

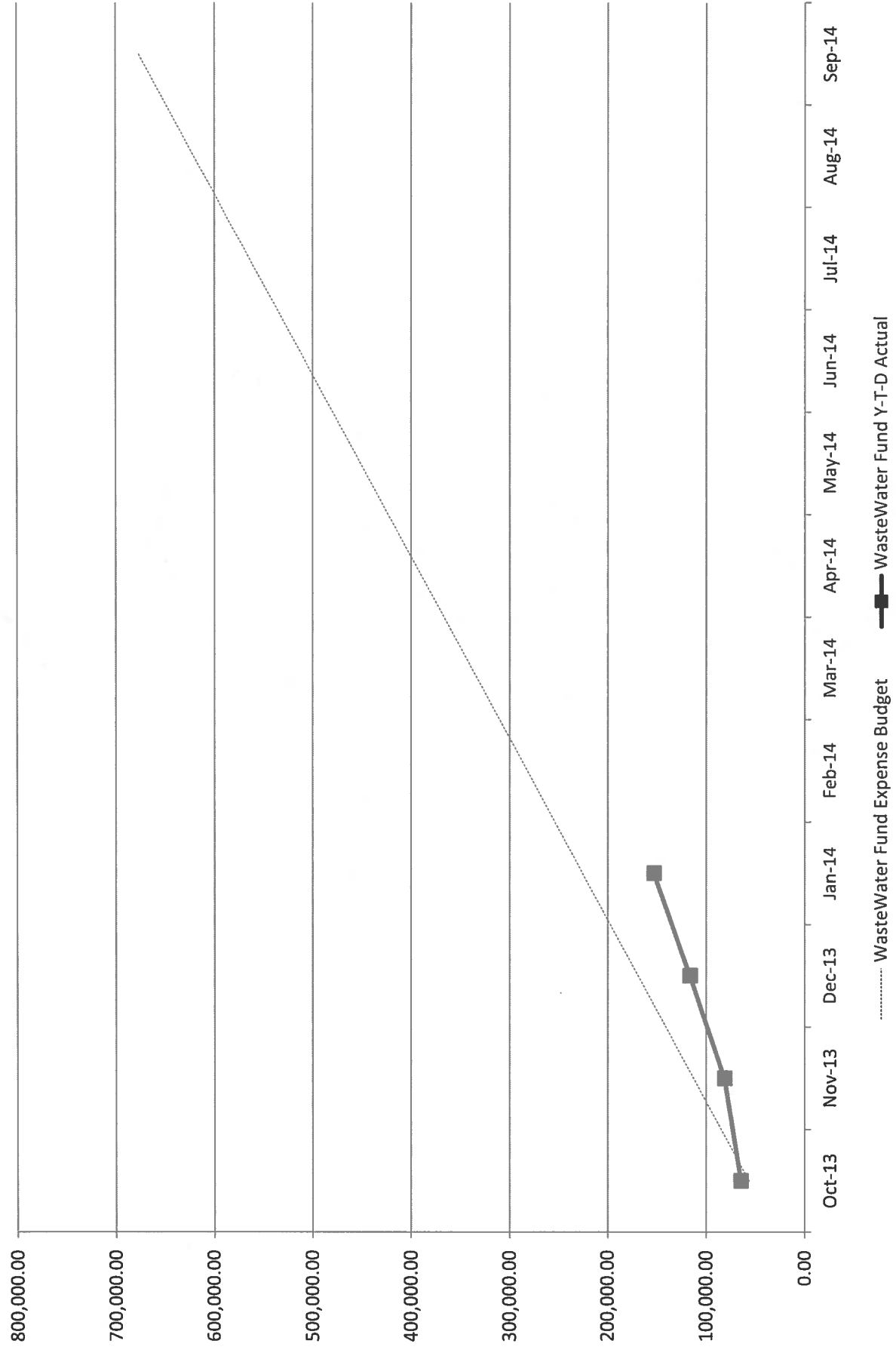


# Wastewater Revenue Comparison Chart



# Wastewater Fund Expense

Budget Year 10/2013 thru 9/2014



705-WASTEWATER  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

|   | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|---|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>REVENUE SUMMARY</u>                    |                   |                   |                        |                     |                   |                 |
| 00-REVENUE                                | 825,489           | 64,805.30         | 258,756.71             | 0.00                | 566,732.29        | 31.35           |
| TOTAL REVENUES                            | 825,489           | 64,805.30         | 258,756.71             | 0.00                | 566,732.29        | 31.35           |
| <u>EXPENDITURE SUMMARY</u>                |                   |                   |                        |                     |                   |                 |
| 36-WASTEWATER SYSTEM                      |                   |                   |                        |                     |                   |                 |
| PERSONNEL SERVICES                        | 164,385           | 3,776.11          | 16,583.33              | 0.00                | 147,801.67        | 10.09           |
| CONTRACTS & PROF. SVCS                    | 10,000            | 365.00            | 2,194.04               | 0.00                | 7,805.96          | 21.94           |
| MISCELLANEOUS                             | 8,500             | 0.00              | 8,755.52               | 0.00 (              | 255.52)           | 103.01          |
| MAINTENANCE                               | 233,890           | 19,658.00         | 74,575.66              | 0.00                | 159,314.34        | 31.88           |
| UTILITIES                                 | 8,750             | 1,029.11          | 2,740.40               | 0.00                | 6,009.60          | 31.32           |
| SUPPLIES                                  | 0                 | 0.00              | 152.34                 | 0.00 (              | 152.34)           | 0.00            |
| MISCELLANEOUS                             | 0 (               | 12.14) (          | 12.14)                 | 0.00                | 12.14             | 0.00            |
| DEBT SERVICE                              | 106,662           | 0.00              | 0.00                   | 0.00                | 106,662.00        | 0.00            |
| CAPITAL EXPENDITURES                      | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TRANSFERS                                 | 144,601           | 12,050.08         | 48,200.32              | 0.00                | 96,400.68         | 33.33           |
| TOTAL 36-WASTEWATER SYSTEM                | 676,788           | 36,866.16         | 153,189.47             | 0.00                | 523,598.53        | 22.63           |
| <u>TOTAL EXPENDITURES</u>                 |                   |                   |                        |                     |                   |                 |
| TOTAL EXPENDITURES                        | 676,788           | 36,866.16         | 153,189.47             | 0.00                | 523,598.53        | 22.63           |
| <u>REVENUE OVER/ (UNDER) EXPENDITURES</u> |                   |                   |                        |                     |                   |                 |
| REVENUE OVER/ (UNDER) EXPENDITURES        | 148,701           | 27,939.14         | 105,567.24             | 0.00                | 43,133.76         | 70.99           |

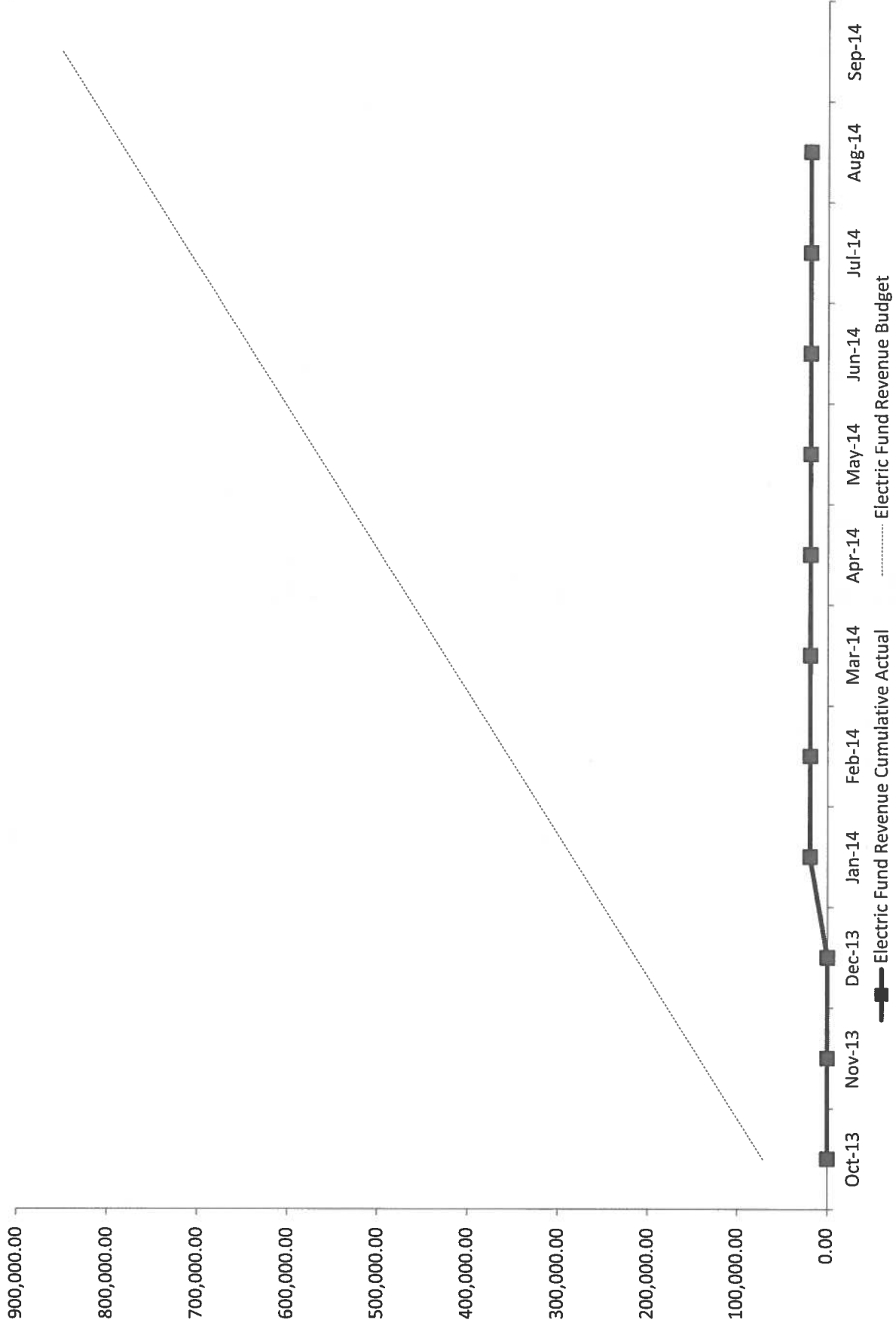
## 705--WASTEWATER

% OF YEAR COMPLETED: 33.33

| REVENUES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 00--REVENUE                              |                   |                   |                        |                     |                   |                 |
| 705.00.5741.000 SEWER SALES              | 813,489           | 62,636.48         | 248,555.06             | 0.00                | 564,933.94        | 30.55           |
| 705.00.5743.000 FEES                     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 705.00.5744.000 PENALTIES                | 12,000            | 1,428.82          | 5,761.65               | 0.00                | 6,238.35          | 48.01           |
| 705.00.5745.000 AGREEMENTS AND CONTRACTS | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 705.00.5746.000 IMPACT FEE               | 0                 | 740.00            | 4,440.00               | 0.00 (              | 4,440.00)         | 0.00            |
| 705.00.5753.000 SEWER TAP FEE            | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 705.00.5762.000 INTEREST EARNED          | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 705.00.5767.000 OTHER REVENUE            | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 705.00.5768.000 SEWER BACKUP SERVICES    | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| TOTAL 00--REVENUE                        | 825,489           | 64,805.30         | 258,756.71             | 0.00                | 566,732.29        | 31.35           |
| TOTAL REVENUE                            | 825,489           | 64,805.30         | 258,756.71             | 0.00                | 566,732.29        | 31.35           |

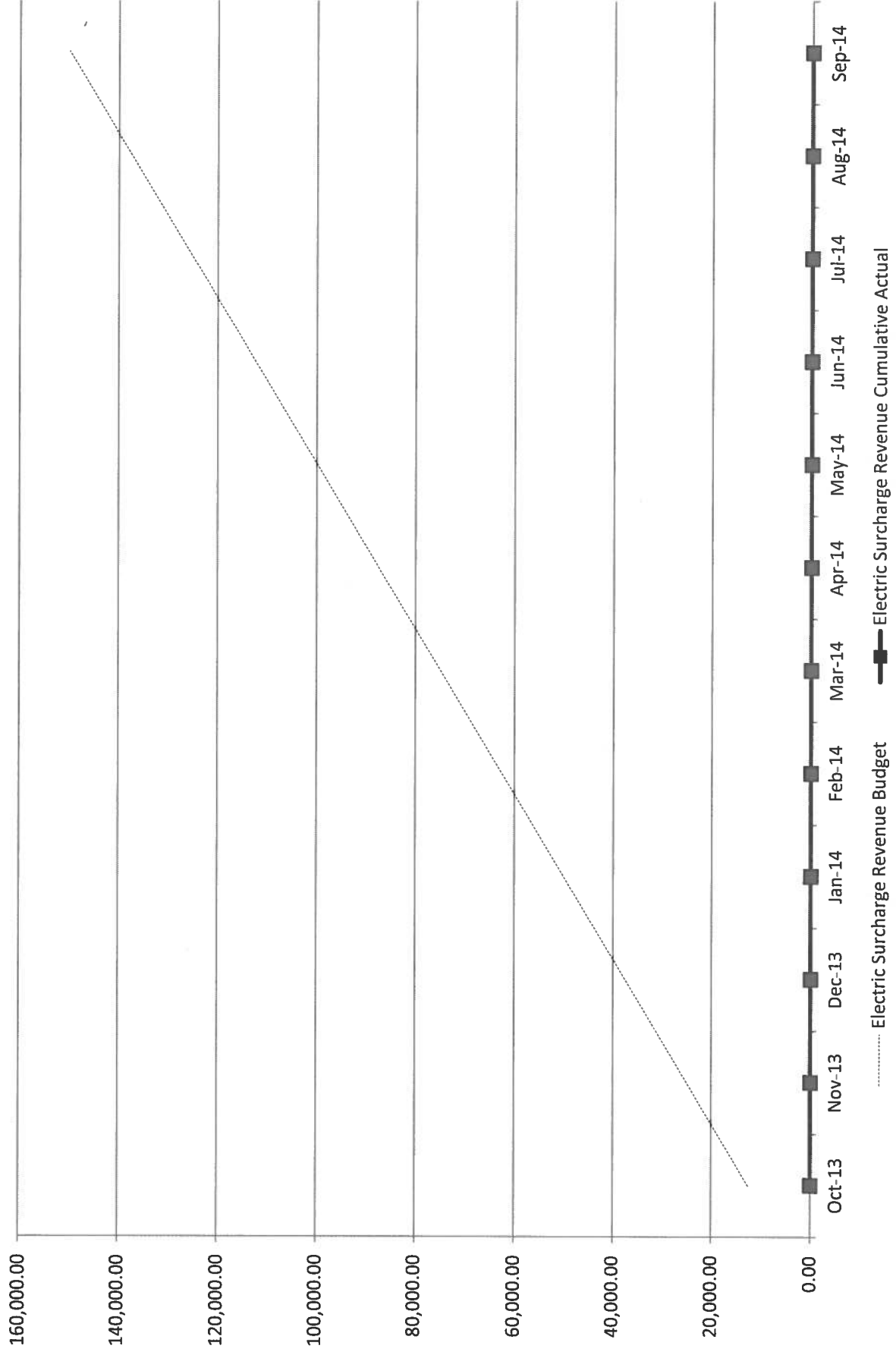
# Electric Fund Revenue Progress

Budget Year 10/2013 thru 9/2014



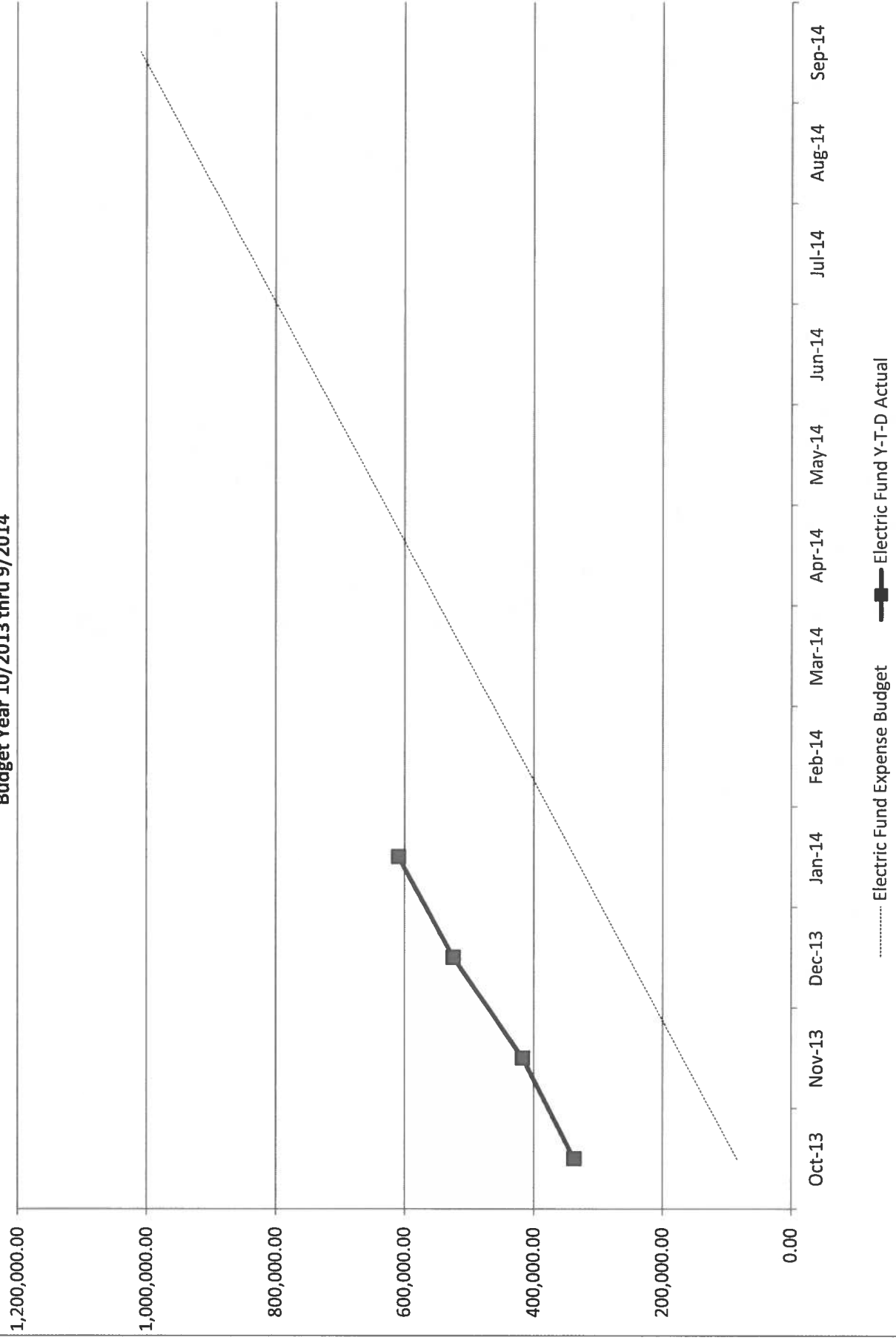
# Electric Fund Surcharge Revenue Progress

Budget Year 10/2013 thru 9/2014



# Electric Fund Expense

Budget Year 10/2013 thru 9/2014



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2014

715-ELECTRIC FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

|                                   | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-----------------------------------|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| <u>REVENUE SUMMARY</u>            |                   |                   |                        |                     |                   |                 |
| 00-REVENUE                        | 1,000,250         | 19,254.58         | 19,318.49              | 0.00                | 980,931.51        | 1.93            |
| TOTAL REVENUES                    | 1,000,250         | 19,254.58         | 19,318.49              | 0.00                | 980,931.51        | 1.93            |
| <u>EXPENDITURE SUMMARY</u>        |                   |                   |                        |                     |                   |                 |
| 37-ELECTRIC DEPT.                 |                   |                   |                        |                     |                   |                 |
| PERSONNEL SERVICES                | 49,862            | 3,667.21          | 13,773.61              | 0.00                | 36,088.39         | 27.62           |
| CONTRACTS & PROF. SVCS            | 80,000 (          | 13,029.41)        | 29,645.17              | 0.00                | 50,354.83         | 37.06           |
| MISCELLANEOUS                     | 25,000            | 36,012.20         | 37,933.12              | 0.00 (              | 12,933.12)        | 151.73          |
| UTILITIES                         | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| SUPPLIES                          | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| MISCELLANEOUS                     | 0                 | 0.00              | 1,591.88               | 0.00 (              | 1,591.88)         | 0.00            |
| DEBT SERVICE                      | 0                 | 0.00              | 25,000.00              | 0.00 (              | 25,000.00)        | 0.00            |
| CAPITAL EXPENDITURES              | 150,000           | 0.00              | 0.00                   | 267,111.50 (        | 117,111.50)       | 178.07          |
| TRANSFERS                         | 704,050           | 58,670.83         | 234,683.32             | 0.00                | 469,366.68        | 33.33           |
| TOTAL 37-ELECTRIC DEPT.           | 1,008,912         | 85,320.83         | 342,627.10             | 267,111.50          | 399,173.40        | 60.44           |
| <u>TOTAL EXPENDITURES</u>         | 1,008,912         | 85,320.83         | 342,627.10             | 267,111.50          | 399,173.40        | 60.44           |
| REVENUE OVER/(UNDER) EXPENDITURES | ( 8,662)          | 66,066.25)        | 323,308.61)            | 267,111.50)         | 581,758.11        | 6,816.21        |

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2014

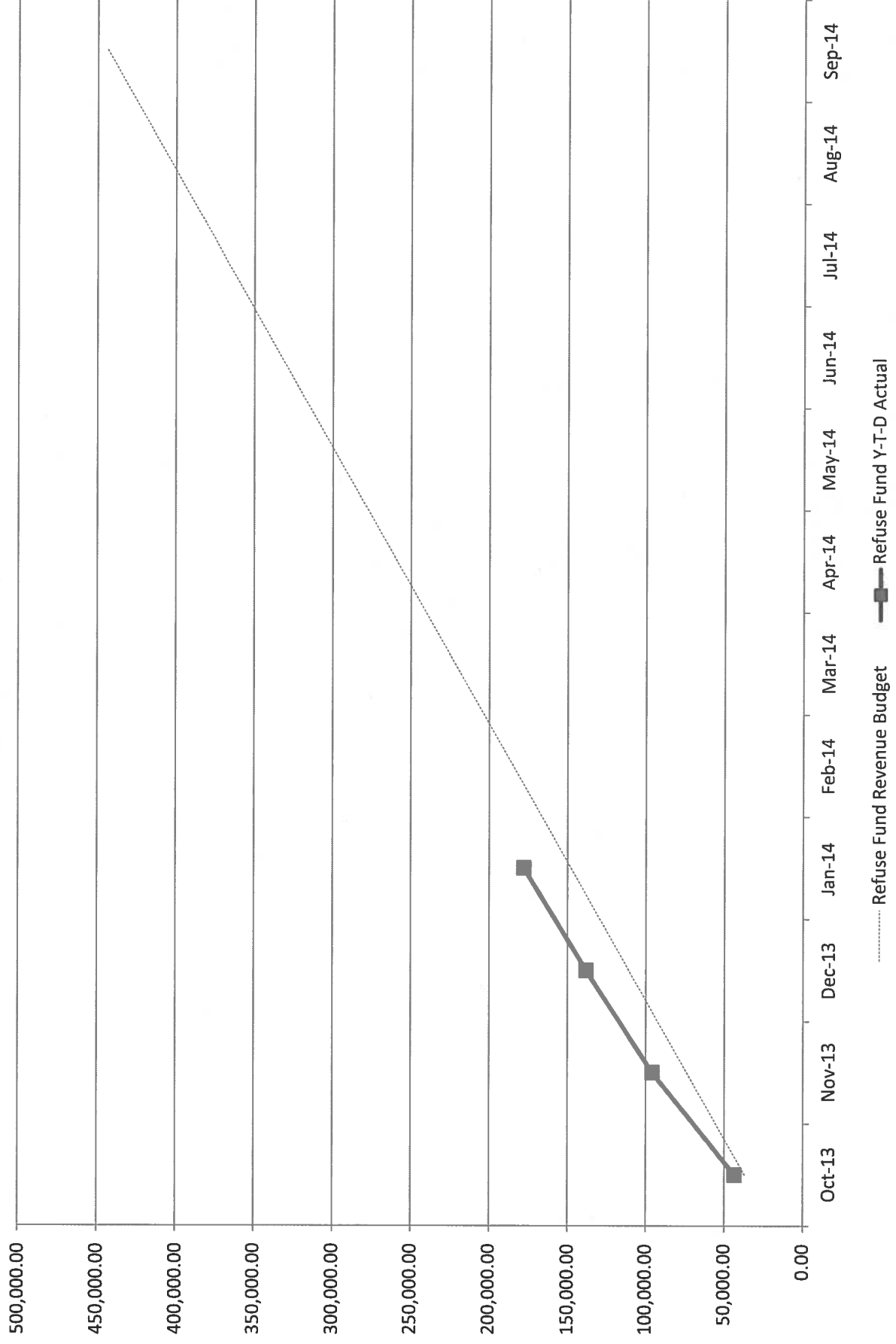
715-ELECTRIC FUND

% OF YEAR COMPLETED: 33.33

| REVENUES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 00-REVENUE                               |                   |                   |                        |                     |                   |                 |
| 715.00.5743.000 FEES                     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 715.00.5744.000 PENALTIES                | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 715.00.5745.000 AGREEMENTS AND CONTRACTS | 850,000           | 0.00              | 0.00                   | 0.00                | 850,000.00        | 0.00            |
| 715.00.5751.000 ELECTRICITY SALES        | 0                 | 10.83             | 32.49                  | 0.00 (              | 32.49)            | 0.00            |
| 715.00.5762.000 INTEREST                 | 250               | 22.35             | 64.60                  | 0.00                | 185.40            | 25.84           |
| 715.00.5767.000 OTHER REVENUE            | 150,000           | 19,221.40         | 19,221.40              | 0.00                | 130,778.60        | 12.81           |
| TOTAL 00-REVENUE                         | 1,000,250         | 19,254.58         | 19,318.49              | 0.00                | 980,931.51        | 1.93            |
| TOTAL REVENUE                            | 1,000,250         | 19,254.58         | 19,318.49              | 0.00                | 980,931.51        | 1.93            |

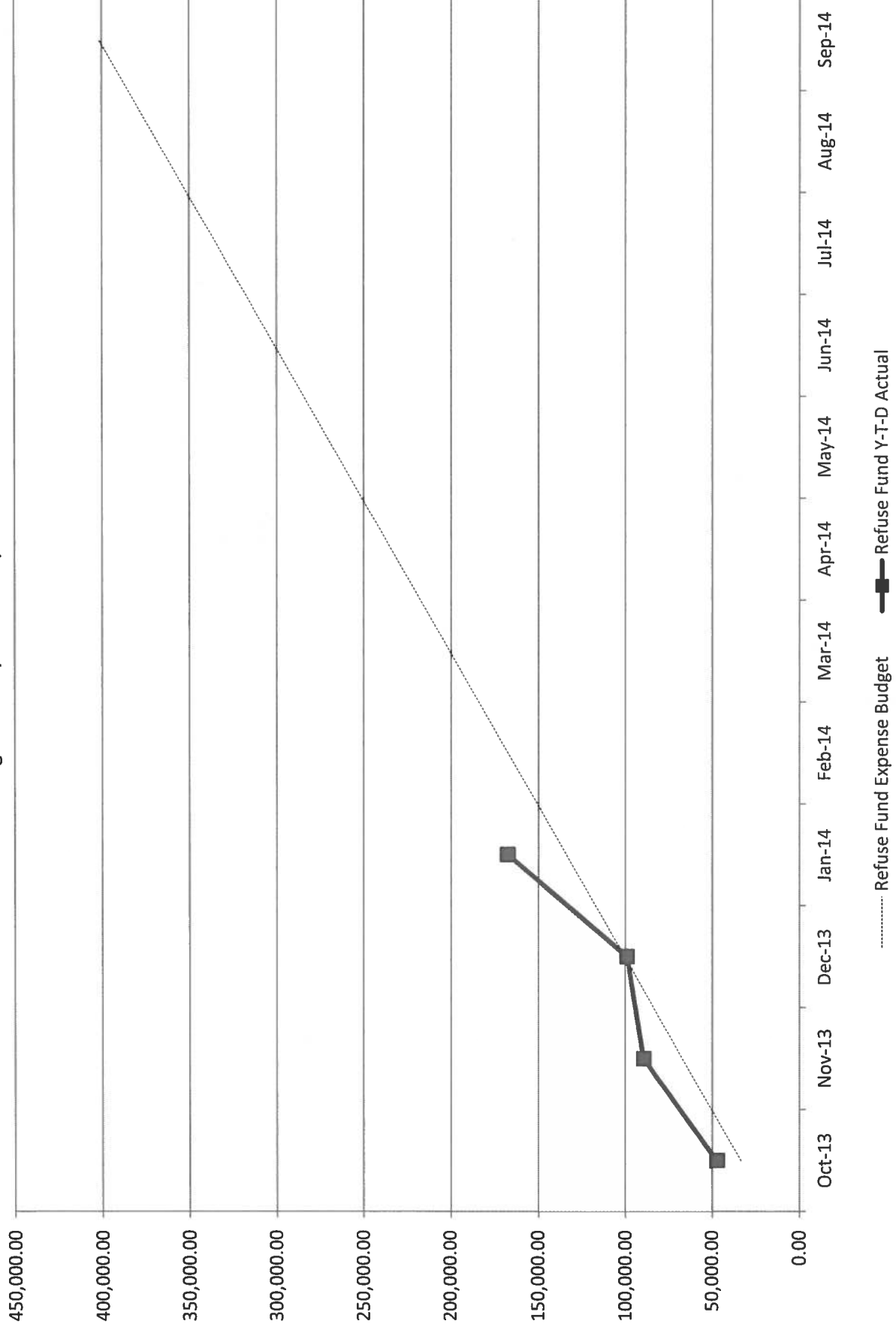
# Refuse Fund Revenue Progress

Budget Year 10/2013 thru 9/2014



# Refuse Fund Expense

Budget Year 10/2013 thru 9/2014



720-REFUSE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

| CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|

REVENUE SUMMARY

|            |         |           |            |      |            |       |
|------------|---------|-----------|------------|------|------------|-------|
| 00-REVENUE | 443,682 | 39,831.96 | 178,113.37 | 0.00 | 265,568.63 | 40.14 |
|------------|---------|-----------|------------|------|------------|-------|

TOTAL REVENUES

|  |         |           |            |      |            |       |
|--|---------|-----------|------------|------|------------|-------|
|  | 443,682 | 39,831.96 | 178,113.37 | 0.00 | 265,568.63 | 40.14 |
|--|---------|-----------|------------|------|------------|-------|

EXPENDITURE SUMMARY

## 32-REFUSE DEPT.

|                        |         |           |            |      |            |       |
|------------------------|---------|-----------|------------|------|------------|-------|
| PERSONNEL SERVICES     | 0       | 0.00      | 24.23      | 0.00 | 24.23      | 0.00  |
| CONTRACTS & PROF. SVCS | 324,130 | 62,111.63 | 141,716.78 | 0.00 | 182,413.22 | 43.72 |
| MISCELLANEOUS          | 75,100  | 6,258.33  | 25,033.32  | 0.00 | 50,066.68  | 33.33 |
| MAINTENANCE            | 0       | 0.00      | 0.00       | 0.00 | 0.00       | 0.00  |
| UTILITIES              | 2,400   | 200.00    | 800.00     | 0.00 | 1,600.00   | 33.33 |
| MISCELLANEOUS          | 0       | 17.06     | 17.06      | 0.00 | 17.06      | 0.00  |
| CAPITAL EXPENDITURES   | 0       | 0.00      | 0.00       | 0.00 | 0.00       | 0.00  |
| TRANSFERS              | 0       | 0.00      | 0.00       | 0.00 | 0.00       | 0.00  |
| TOTAL 32-REFUSE DEPT.  | 401,630 | 68,552.90 | 167,557.27 | 0.00 | 234,072.73 | 41.72 |

## 35-WATER DEPT.

|                      |   |      |      |      |      |      |
|----------------------|---|------|------|------|------|------|
| SUPPLIES             | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL 35-WATER DEPT. | 0 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

TOTAL EXPENDITURES

|  |         |           |            |      |            |       |
|--|---------|-----------|------------|------|------------|-------|
|  | 401,630 | 68,552.90 | 167,557.27 | 0.00 | 234,072.73 | 41.72 |
|--|---------|-----------|------------|------|------------|-------|

REVENUE OVER/ (UNDER) EXPENDITURES

|  |        |           |           |      |           |       |
|--|--------|-----------|-----------|------|-----------|-------|
|  | 42,052 | 28,720.94 | 10,556.10 | 0.00 | 31,495.90 | 25.10 |
|--|--------|-----------|-----------|------|-----------|-------|

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: JANUARY 31ST, 2014

720-REFUSE FUND

% OF YEAR COMPLETED: 33.33

| REVENUES                                 | CURRENT<br>BUDGET | CURRENT<br>PERIOD | YEAR TO DATE<br>ACTUAL | TOTAL<br>ENCUMBERED | BUDGET<br>BALANCE | % YTD<br>BUDGET |
|--|-------------------|-------------------|------------------------|---------------------|-------------------|-----------------|
| 00-REVENUE                               |                   |                   |                        |                     |                   |                 |
| 720.00.5743.000 FEES                     | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 720.00.5744.000 PENALTIES                | 6,500             | 811.84            | 3,018.93               | 0.00                | 3,481.07          | 46.45           |
| 720.00.5745.000 AGREEMENTS AND CONTRACTS | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 720.00.5751.000 RESIDENTIAL TRASH COLL   | 240,227           | 19,896.57         | 80,187.92              | 0.00                | 160,039.08        | 33.38           |
| 720.00.5752.000 COMMERCIAL TRASH COLLECT | 190,360           | 19,105.02         | 93,627.13              | 0.00                | 96,732.87         | 49.18           |
| 720.00.5755.000 RECYCLE                  | 4,970             | 16.80             | 1,239.35               | 0.00                | 3,730.65          | 24.94           |
| 720.00.5762.000 INTEREST EARNED          | 125               | 1.73              | 10.04                  | 0.00                | 114.96            | 8.03            |
| 720.00.5767.000 OTHER REVENUE            | 0                 | 0.00              | 0.00                   | 0.00                | 0.00              | 0.00            |
| 720.00.5768.000 BRUSH AND CHIPPING AND P | 1,500             | 0.00              | 30.00                  | 0.00                | 1,470.00          | 2.00            |
| TOTAL 00-REVENUE                         | 443,682           | 39,831.96         | 178,113.37             | 0.00                | 265,568.63        | 40.14           |
| TOTAL REVENUE                            | 443,682           | 39,831.96         | 178,113.37             | 0.00                | 265,568.63        | 40.14           |



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** February 25, 2014

**SUBJECT:** Consider, discuss and act upon an amendment to the refuse contract regarding rolloff refuse customers

- An amendment to the refuse contract is attached for review

**ACTION:** Approve or disapprove the contract amendment as presented.

## **Section 2. Basis and Method of Payment**

Compensation paid to or collected by the Contractor during the initial twenty-four (24) month period of the Contract shall be an amount equal to the "Net Rate to IESI" described in the attached **Exhibit "A"** ("Base Compensation"). Thereafter, the compensation paid to or collected by the Contractor shall be an amount equal to the Base Compensation plus such additional amount(s) as may be authorized by the City pursuant to Section 2.4 ("Modified Compensation"). Base Compensation and Modified Compensation are collectively referred to as hereinafter as "Compensation." Fifteen percent (15%) of gross receipts collected based on the Compensation described in **Exhibit "A"** shall be charged and collected as a Franchise Fee for the use and benefit of the City. Notwithstanding the foregoing, a fifteen percent (15%) Franchise Fee shall not be collected on Roll-Off and/or Compactor Customers.

### **2.1 Billing and Collection:**

A. Residential and Commercial Hand Collect Customers: On a monthly basis, City shall bill and process payments from all Residential and Commercial Hand Collect Customers an amount at least equal to the then effective rate of Compensation for said services as provided for in Exhibit A for Municipal Solid Waste collection services. It is understood and agreed that the City may collect from Residential and Commercial Hand Collect Customers in addition to the Contractor's Compensation and Franchise Fees such additional amounts as may be determined necessary by the City to cover the costs of billing and collection services, disposal fees, and other associated Solid Waste collection and disposal costs per Residential and Commercial Hand Collect Customers per month. Contractor shall not bill any Residential and Commercial Hand-Collect Customers within the City for any Solid Waste collection or disposal services. Any amounts collected in excess of the Compensation due to Contractor that is paid by each Residential or Commercial Hand Collect Customer shall be retained by the City to offset such additional costs of administering this program.

B.1. Commercial and Industrial Customers: On a monthly basis, the Contractor shall bill and process payments in an amount equal to the then effective rate of Compensation for said services plus a fifteen percent (15%) Franchise Fee to be remitted to the City from all Commercial and Industrial Customers (excluding Roll-Off and/or Compactor Customers and Commercial Hand Collect Customers) (the "Commercial Billings"). Contractor agrees to pay to City a fifteen percent (15%) franchise fee, as agreed upon between the City and Contractor, on or before the last day of each month. Such fee will be based on the gross amount collected from the Commercial Billings for all services rendered during the preceding month, excluding any sales taxes. Contractor shall quote rates for Commercial and Industrial Customers services in compliance with the rate structure set forth in Exhibit A. Contractor shall bill Commercial and Industrial Customers directly, and the City shall not be entitled to any compensation relating to such billing, other than the aforementioned Franchise

**Deleted:** ,

**Deleted:** and Temporary Roll-Off

**Deleted:** including bins and roll-offs but

Fee of fifteen percent (15%). Contractor shall have the right to suspend services to any Commercial and Industrial Customer that does not timely pay for the services after providing at least seven (7) days advance written notice to said Customer at the Customer's business and mailing addresses. If Contractor suspends service to a Commercial and Industrial Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees in such amounts as may be mutually agreed by City and Contractor if such service to the Commercial and Industrial Customer is reinstated.

B.2. Roll-Off and/or Compactor Customers: On a monthly basis, the Contractor shall bill and process payments in an amount up to the maximum rate of Compensation approved by City that is then in effect for Roll-Off and Compactor services. Contractor shall contract with and bill Roll-Off and/or Compactor Customers directly, and the City shall not be entitled to any compensation relating to such billing. Contractor shall have the right to suspend services to any Roll-Off and/or Compactor Customer that does not timely pay for the services after providing at least seven (7) days advance written notice to said Customer at the Customer's business and mailing addresses. If Contractor suspends service to a Roll-Off and/or Compactor Customer for failure to timely pay said invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees in such amounts as may be mutually agreed by City and Contractor if such service to the Roll-Off and/or Compactor Customer is reinstated. The contract between a Roll-Off and/or Compactor Customer and Contractor shall automatically terminate upon the expiration or termination of Contractor's franchise agreement with City.

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C. Collection of Past Due Accounts: City and Contractor shall each prepare a list of delinquent accounts on a monthly basis. City shall provide to Contractor and Contractor shall provide to City their respective lists of delinquent accounts each month. Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by the City and/or Commercial and Industrial Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Contract. If Contractor desires to pursue the collection of delinquent payments owed by one or more Residential Customers or Commercial Hand Collect Customers, Contractor shall notify City of such intent and City shall allow Contractor to collect such delinquent accounts so that both City and Contractor are not attempting to collect the same delinquent accounts.

Contractor shall remit to City with Contractor's monthly payment a fifteen percent (15%) Franchise Fee on any and all amounts paid to or collected by Contractor on delinquent accounts including service reactivation fees and/or late payment fees but excluding attorney's fees and costs of court during the immediately preceding month. For any delinquent accounts that are paid to or collected by City, City shall remit to Contractor with City's monthly payment the

Compensation due to Contractor on any delinquent accounts paid to or collected by the City during the immediately preceding month. Notwithstanding the foregoing, Contractor shall not be required to pay to City a Franchise Fee on delinquent accounts including service reactivation fees and/or late payment fees collected from Roll-Off and/or Compactor Customers.

**2.3 Contractor's Compensation and Franchise Fees:** The City shall, on or before the 10<sup>th</sup> day of each month, remit to the Contractor, for the services provided to Residential and Commercial Hand Collect Customers accounts serviced per City billing records during the preceding month, the Compensation due and payable to Contractor. The City shall only be required to remit Compensation to the Contractor based on the number of Customer accounts actually collected by the City. If a Customer fails to pay the City for Solid Waste services provided by Contractor, the City will notify Contractor of such failure to pay and authorize Contractor to discontinue providing Solid Waste service to such Customer. To the extent that City has previously obtained a deposit for Solid Waste services from a Customer ("Customer's Deposit Account") that thereafter fails to pay for such service in any given billing period, City will deduct from the Customer's Deposit Account such amount as is due and owing for Compensation first followed by the City's fees and expenses and Franchise Fees and forward Compensation for that month's services rendered by Contractor to such Customer, but not collected by City, to Contractor. City's responsibility to forward Compensation from a Customer's Deposit Account to Contractor shall be limited to the amount of money in such Customer's Deposit Account and not previously reduced by non-payment. Contractor shall approve or deny all Residential and Commercial Hand Collect Customer adjustment request forms sent by the City to the Contractor within twenty-four (24) hours of receipt thereof. All denied requests shall immediately include a detailed explanation by the Contractor.

The Contractor, on or before the twenty-fifth (25<sup>th</sup>) day of each month shall remit to the City the detailed billing of all Commercial and Industrial Customers and Roll-Off and Compactor Customers in a format approved by the City. The fifteen percent (15%) franchise fee on such gross receipts shall be collected by the Contractor and paid to the City on a monthly basis contemporaneously with the submission of such detailed billing report. Contractor must abide by policies set forth by City for Commercial and Industrial Customer collection services. The Contractor shall only be required to remit to the City based on what is collected from the Customers. Notwithstanding the foregoing, Contractor shall not be required to pay to City a Franchise Fee on the gross receipts collected from Roll-Off and/or Compactor Customers.

In the event that any Commercial and Industrial Customers or Roll-Off and/or Compactor Customers are in default, the Contractor reserves the right to stop service to those Commercial and Industrial Customers or Roll-Off and/or Compactor Customers

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Deleted: temporary Roll-Off

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until they have paid their balance in full. The Contractor shall notify the City's Public Works Director at least twenty-four (24) hours prior to initiating any stoppage in service to any Commercial and Industrial Customer or any Roll-Off and/or Compactor Customer.

### Section 3. Definitions

3.28.1. Roll-Off and/or Compactor Customer: A Customer that requires the use of a Roll-Off or a compactor for the collection of its Municipal Solid Waste.

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TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: February 25, 2014

SUBJECT: Consider, discuss and act upon a resolution supporting a grant application from the Criminal Justice Division for in-car cameras

- A Resolution is attached for review
- Information regarding the grant is attached for review

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

**CITY OF FARMERSVILLE  
RESOLUTION # R-2014-0225-001**

**A RESOLUTION OF THE CITY OF FARMERSVILLE, TEXAS, IN SUPPORT OF A GRANT APPLICATION FROM THE JUSTICE ASSISTANCE GRANT FOR LAW ENFORCEMENT IN-CAR CAMERAS PROJECT.**

**WHEREAS,** The City Council of City of Farmersville, Texas, finds it in the best interest of the citizens of Farmersville, Texas, that the In-Car Cameras Project be operated for the 2014-2015 budget year; and

**WHEREAS,** The City Council of City of Farmersville, Texas, agrees that in the event of loss or misuse of the Criminal Justice Division funds, The City Council of City of Farmersville, Texas, assures that the funds will be returned to the Criminal Justice Division in full.

**WHEREAS,** The City Council of City of Farmersville, Texas, designates The City Manager of City of Farmersville, Texas, Ben White as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that The City Council of City of Farmersville, Texas, approves submission of the grant application for the In-Car Cameras Project to the Office of the Governor, Criminal Justice Division.

**PASSED AND APPROVED** by the City Council of the City Council of the City of Farmersville, Texas on this the 25<sup>th</sup> day of February, 2014

**APPROVED:**

**ATTEST:**

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

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

Grant Number: 2811801

[Print This Page](#)**Agency Name:** Farmersville, City of**Grant/App:** 2811801 **Start Date:** 10/1/2014 **End Date:** 9/30/2015**Project Title:** In-Car Cameras**Status:** Application Pending Submission

## Narrative Information

### Primary Mission and Purpose

The purpose of the Edward Byrne Justice Assistance Formula Grant (JAG) Program is to prevent and control crime and make improvements to the criminal justice system.

### Funding Levels

The anticipated funding levels for the JAG program are as follows:

- Minimum Award - \$10,000
- Maximum Award - None
- Match Required - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

**Note:** If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.

## Program Requirements

### Purpose Areas

Applicant assures that its proposed project meets at least one of the following Purpose Areas to be eligible for funding:

Law Enforcement - Supports state and local law enforcement agencies that address violent crime or statistically supported major crime initiatives at the local level.

Prosecution and Court - Programs that improve the prosecution of serious and violent crimes, including those that reduce the time from arrest to disposition.

Technology - Programs that implement or expand a law enforcement agency's ability to report and analyze crime. Applicant assures that any criminal intelligence databases developed under this program will comply with 28 CFR Part 23.

Corrections and Community Corrections - Programs that reintegrate adults and juveniles into the community.

Drug Treatment - Programs that target substance abuse treatment for juveniles or adults who have been court ordered to participate, including drug courts and projects that serve as alternatives to incarceration.

### Priorities

Select the priority(ies) applicable to your project and then describe how the project supports the selected priority(ies).

Crime Data - Enhancements to records management systems to allow local law enforcement to contribute appropriate data: a) to the National Data Exchange (N-DEX) through the Texas Data Exchange (TDEx) application hosted by the Texas Department of Public Safety (DPS), or b) to the National Incident-Based Reporting System (NIBRS) Through the Uniform Crime Reporting section at DPS.

Trafficking - Projects that disrupt drug and human trafficking including areas along and near major state corridors.

Innovative or Evidence Based Programs - Projects that reduce crime and violence in areas with high crime rates or organized criminal activity.

Mental Health - Specialized training to increase the number of mental health officers and the ability of law enforcement to work with individuals diagnosed with mental illness.

System Improvements - Projects that promote efficiency, accuracy and credibility of law enforcement agencies and prosecutors.

### Select all that apply:

- ☒ Crime Data
- ☒ Trafficking
- ☒ Innovative or Evidence Based Programs
- ☒ Mental Health
- ☒ System Improvements
- ☐ N/A

**Describe how the project supports the selected priority(ies):**



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: February 25, 2014

SUBJECT: Update on cleanup from December's ice storm

- City Manager Ben White to discuss this item

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



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** February 25, 2014

**SUBJECT:** Consider, discuss and act upon a lease agreement with AirCanopy Internet Services/Rhino Communications regarding City of Farmersville Water Tower lease space

- A lease agreement is presented for review
- Income Comparison from old agreement to lease as presented

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

## WATER TOWER AND LAND LEASE AGREEMENT

This Tower and Land Lease Agreement ("this Lease") is entered into on 21<sup>st</sup> day of February, 2014, between the **City of Farmersville, Texas**, a Texas municipal corporation ("CITY"), and **AirCanopy Internet Services, Inc.**, a Texas corporation, doing business as **Rhino Communications** ("TENANT"). In consideration of the terms and covenants of this Lease, and for other good and valuable consideration, the parties agree as follows:

1. **Lease Premises.** Subject to the terms and conditions of this Lease, CITY leases to TENANT and TENANT leases from CITY a certain portion of those tracts of real property described in the attached Exhibit "A" (collectively the "Property") subject to all existing easements, covenants, conditions and restrictions of record, if any, which Property is owned by CITY and is located in Collin County, Texas. CITY also leases to TENANT and TENANT leases from CITY certain space on CITY owned water towers (individually "Tower" or collectively the "Towers") located on the Property, which location and orientation of space is more particularly depicted and described in Exhibit "B" attached hereto. The actual location of the lease premises on the Towers and on the Property shall be depicted and described individually on Schedules attached to Exhibit "B", which Schedules may be amended from time to time to reflect modifications to TENANTS equipment or changed rental amounts as described herein below.

2. **Term.**

(a) **Initial and Renewal Terms.** This Lease shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for three (3) years commencing on January 1, 2014 ("Commencement Date"), and ending on December 31, 2016, unless terminated earlier under the terms of this Lease. This Lease will automatically be extended for three (3) additional three-year (3-year) terms unless the TENANT or CITY terminates it at the end of the then current initial or extension term by giving the other party written notice of the intent to terminate at least one hundred twenty (120) days prior to the end of the then current initial or renewal term.

(b) **Holdover.** Any holdover by the TENANT after expiration of this Lease will not constitute a renewal of the Lease. If TENANT holds over and continues in possession of the lease premises after the Lease expires, TENANT will be considered to be occupying the lease premises at will, subject to all the terms of this Lease.

3. **Rent and Schedule Amendments.**

(a) **Initial Term.** During the initial 3-year term of this Lease, TENANT will pay monthly rental to CITY for using and occupying the Property and Towers listed on Exhibit "B" in the amount of \$1,350.00 per Tower (the "minimum monthly rent") or an amount equal to the sum total of \$135.00 for each antenna panel, antenna dish, and square foot of dish surface area installed on each Tower according to the applicable Schedule (the "per antenna rent"), whichever is greater.

(b) **Renewal Terms.** During the first (1st) three-year renewal term the minimum monthly rent will increase to \$1,475.20 and the per antenna rent will increase to \$147.52. During the

second (2nd) three-year renewal term the minimum monthly rent will increase to \$1,612.10 and the per antenna rent will increase to \$161.21. During the third (3rd) or final three-year renewal term the minimum monthly rent will increase to \$1,761.60 and the per antenna rent will increase to \$176.16.

(c) Amending Schedules. From time to time Exhibit "B" and/or the Schedules attached thereto may be amended to reflect modifications to the Antenna Facilities and any corresponding change to per antenna rents, if applicable. Exhibit "B" may also be amended to reflect renewal term rent increases but the failure to amend does not waive TENANT's obligation under this Lease to pay the increased rental amounts. In the event that Exhibit "B" or a Schedule attached thereto is added or amended, any resulting monthly rental increase or decrease shall commence on the first calendar day of the following month.

(d) Time and Manner of Payment. TENANT will pay all rent due under this Lease in advance on the first calendar day of each month to CITY at the location designated in Paragraph 16 below.

(e) Interest on Delinquent Payments. Rent unpaid for ten (10) days will bear interest at the rate of twelve percent (12%) annually, beginning on the day after each such rent payment was due and continuing until the rent is paid.

4. **Allowed Use.** TENANT may use the lease premises for the installation, operation, and maintenance of facilities for the transmission and reception of wireless broadband communication signals in such frequencies as indicated on the attached Schedules and for the operation of related equipment in accordance with the provisions of this Lease. TENANT will use the lease premises in compliance with all federal, state, local laws and regulations. If for any reason TENANT's use of the lease premises fails to comply with any federal, state or local law and TENANT fails to bring its use within compliance within 30 days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. CITY agrees to reasonably cooperate with TENANT in obtaining, at TENANT's expense, all licenses and permits required for TENANT's use of the lease premises.

5. **Installation, Maintenance and Modification of Antenna Facilities.**

(a) Installation. TENANT shall have the right, at its sole cost and expense, to install, operate and maintain radio transmitting and receiving antennas, cabling, fixtures, and appurtenances on those areas of the Towers as depicted and/or described in Exhibit "B" and the Schedules attached thereto (the "Antenna Facilities"). TENANT will install Antenna Facilities in strict compliance with a site plan and plans approved by CITY, and TENANT is prohibited from subsequently relocating the Antenna Facilities, in whole or in part, without first obtaining CITY approval. The Antenna Facilities shall remain the exclusive property of TENANT subject to the provisions of Paragraph 11(c) of this Lease.

(b) Modification. TENANT may update, replace, relocate or add to the Antenna Facilities from time to time in accordance with a new site plan and plans approved in advance by CITY. Exhibit "B" and/or the Schedules attached thereto will be amended to reflect the modified Antenna Facilities and any change to the applicable rental amount. Tenant will pay all costs

associated with modifying Antenna Facilities including structural studies, if required by the CITY's engineer.

(c) Equipment Shelter. TENANT shall have the right, at its sole cost and expense, to install, operate and maintain a structure on the Property to house TENANT's equipment ("Equipment Shelter"). The Equipment Shelter and all equipment and materials stored or operated therein, for the benefit of TENANT, shall remain the exclusive property of TENANT, subject to the provisions of Paragraph 11(c) of this Lease. TENANT will not store any equipment or materials on the Property outside of the Equipment Shelter. TENANT will provide a site plan showing the proposed location and dimensions of the Equipment Shelter.

(d) Standard Facility Requirements. In addition to the site plan and plans requirements described above, TENANT will provide to CITY a complete and detailed inventory of all equipment and personal property comprising the Antenna Facilities actually placed on each Tower. TENANT will paint all antennae panels, dishes and fixtures to match the color of the Tower to which they are attached. TENANT will affix labels to all antennae panels and dishes to indicate TENANT's ownership of same.

(e) Maintenance and Security. TENANT shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, Equipment Shelter, and any other leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

(f) Safety Compliance. TENANT's personnel, employees, contractors, and representatives shall perform all work on the Property in strict compliance with all Occupational Safety and Health Administration (OSHA) safety requirements.

(g) No Advertising. TENANT will place no advertising on the Towers or on any structure on the Property. TENANT agrees to install the Antenna Facilities in a manner that will not conceal CITY names or logos on the Towers.

(h) Damage to Property or Tower. TENANT will restore any damage to the Towers or Property, including landscaping, caused by TENANT to a condition reasonably acceptable to the CITY.

(i) Reimbursement of Additional Costs. TENANT will reimburse CITY for any additional costs incurred by CITY to service or maintain the Towers that are due to the presence of the Antenna Facilities or any related equipment installed by TENANT.

**6. Access to Lease Premises.**

(a) Nonexclusive Easement. At all times during this Lease, CITY hereby grants to TENANT a nonexclusive easement for ingress, egress, and access over the Property which gives TENANT access to the Equipment Shelter and to the base of the Towers at no additional charge to TENANT. All routine site maintenance will be by foot, with vehicle access by vehicle only in emergency situations.

(b) Non-emergency Access. To perform routine maintenance and for other non-emergency purposes, TENANT agrees to notify CITY in writing via facsimile or e-mail at least forty-eight (48) hours before entering the Property. The notice will include the following

information: (i) name and affiliation of all persons expected to enter the lease premises; (ii) TENANT's purpose(s) for entering the Property; and (iii) the expected duration. TENANT employees or contractors will check-in with the CITY Secretary's office to show a picture ID and to sign a log book before entering the Property and after leaving the Property. TENANT will perform non-emergency work on the lease premises during CITY's regular business hours.

(c) Emergency Access. TENANT agrees to give CITY reasonable advance notice (under the circumstances) by telephone or email prior to entering the Property to perform emergency repairs or work on the antenna facilities. Notice left on telephonic voicemail must include the same information required in Paragraph 6(b) above. CITY shall provide TENANT with a written list of telephone numbers and email addresses designated to receive such emergency notice.

7. **Utilities.** TENANT shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Property and shall pay all costs associated therewith.
8. **Tower Maintenance by City.** Upon CITY providing TENANT with at least sixty (60) days prior written notice, TENANT shall remove any antennas, fixtures, and/or equipment from the Towers as required by CITY to make necessary repairs or perform routine or scheduled maintenance on a Tower including, without limitation, painting the inside and/or outside of the water storage tank. Upon CITY completing such repairs or maintenance, TENANT shall be permitted to reinstall its equipment on the Towers. TENANT shall remove and reinstall its equipment under this paragraph at TENANT's sole expense. At TENANT's request, CITY shall provide a location on the real property adjacent to the lease premises suitable for TENANT erect a temporary communications tower during the performance of such repairs or maintenance.
9. **Reasonable Approval.** Both parties will not unreasonably withhold or delay approvals required under this Lease.
10. **Interference.**
  - (a) TENANT's installation, operation, and use of the Antenna Facilities under this Lease shall not damage or interfere in any way with CITY's water utility system operations, including CITY's supervisory control and data acquisition (SCADA) system used to monitor water utility operations, or related repair and maintenance activities. CITY, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Property or Towers and to temporarily interfere with TENANT's leasehold improvements only as necessary to carry out such activities. CITY agrees to give reasonable advance notice of such activities to TENANT and to reasonably cooperate with TENANT to carry out such activities with a minimum amount of interference with TENANT's transmission operations.

(b) TENANT agrees to operate the Antenna Facilities in a manner that will not cause unreasonable radio frequency interference with the present transmission operations of the CITY or any prior-existing tenants or lessees of CITY that operate radio or telecommunications facilities on the Towers or Property. In the event such interference occurs, tenant agrees to correct such interference within 48 hours of written notice or cease use of its facilities.

(c) Any lease subsequent to this Lease by the CITY that permits the installation of radio or telecommunications equipment on the Property or Towers will include a clause setting forth similar non-interference requirements as provided for in this subparagraph (b) above. Said clause may be enforced by either the CITY or TENANT, either jointly or individually at the party's sole expense. The CITY shall be under no obligation to enforce said clause on behalf of TENANT. Without limiting any other remedy at law or equity, TENANT shall have the right to terminate this Lease upon 30 days written notice in the event its reception or transmission is interfered with by other antenna equipment, or obstacles constructed or operated in TENANT'S reception or transmission paths. TENANT shall pay nine (9) months rent as liquidated damages for such termination.

(d) This Lease is made with the knowledge of both parties that CITY has multiple radio/telecommunications tenants currently operating on the Towers including TENANT. TENANT agrees to work in good faith with similarly situated communications tenants of City at the Property and Towers to share frequencies or bands in a manner that allows all tenants to receive and broadcast without unreasonable interference.

(e) In the event that TENANT's transmission operations interfere with any type of electronic reception or transmission of any other parties in the surrounding area, TENANT agrees to use its reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the Federal Communications Commission (FCC) and any other governing body. TENANT warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. TENANT will be responsible for correcting any intermodulation distortion or radio interference problems with other users of the Property caused by the Antenna Facilities installed and operated by TENANT. In the event the interference cannot be eliminated, CITY may immediately terminate this Lease and the easement granted hereunder, whereafter TENANT shall immediately remove all of its personal property and fixtures in accordance with Paragraph 11(c).

**11. Termination.**

(a) Except as otherwise provided herein, this Lease may be terminated by one party upon thirty (30) days written notice to the other party as follows:

(i) By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;

(ii) By TENANT, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or TENANT business;

(iii) By CITY, if it determines in its sole discretion and for any reason, that the that any of the Towers is structurally unsound for use as a public water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Towers or the Property from any source, or factors relating to condition of the Property; or

(iv) By CITY, if TENANT's use of the Property becomes illegal under any federal, state or local law, rule or regulation.

(b) Should any of the Towers be destroyed, dismantled, or removed, TENANT shall have the right to construct its own tower, at its cost, of design approved by CITY, which approval shall not be unreasonably withheld or delayed, at a location as close as reasonably possible to the location of the applicable Towers so as to give TENANT similar radio signal coverage as TENANT enjoyed from the Towers. If a replacement water tower is constructed anywhere on CITY's property, TENANT shall have the right to place TENANT's antenna and appurtenance on top of the new replacement water tower at TENANT's cost and in a similar manner as TENANT's Antenna Facilities on the existing Tower.

(c) Upon termination of this Lease for any reason, TENANT shall remove the Antenna Facilities, Equipment Shelter, and any other leasehold improvements from the Towers and the Property within sixty (60) days after the date of termination, and shall restore the Towers and the Property to the condition it was in on the Commencement Date of the initial term of this Lease ordinary wear and tear excepted, all at TENANT's sole cost and expense. Any personal property of TENANT that is not removed by the end of said sixty (60) day period becomes the property of CITY.

## **12. Insurance.**

(a) TENANT shall provide Comprehensive General Liability Insurance coverage, including premises/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage, and CITY will be held harmless for acts of outside vendors in a combined single limit of not less than ONE MILLION DOLLARS AND NO/00 (\$1,000,000) per occurrence, and ONE MILLION DOLLARS AND NO/00 (\$1,000,000) aggregate, and name CITY as an additional insured on such policy or policies. TENANT may satisfy this requirement by an endorsement to its underlying Insurance or umbrella liability policy.

(b) Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance TENANT shall have a subrogated claim against the other.

(c) TENANT shall provide to CITY prior to the Commencement Date evidence of the required insurance in the form of a certificate of insurance issued by an insurance TENANT licensed to do business in the State of Texas, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice to CITY.

**13. Condemnation.** In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, TENANT shall not be entitled to any portion of the award paid for the taking and CITY shall

receive the full amount of such award, TENANT hereby expressly waiving any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Property, shall belong to CITY, TENANT shall have the right to claim and recover from the condemning authority, but not from CITY, such compensation as may be separately awarded or recoverable by TENANT on account of any and all damage to TENANT's business by reason of the taking and for or on account of any cost or loss to which TENANT might be put in removing and relocating its equipment, personal property, Antenna Facilities and leasehold improvements. CITY will refund any prepaid rents prorated as of the date the Property is taken by the Condemning Authority.

14. **Indemnification.** Except for the negligent acts or willful misconduct of CITY's agents or employees, TENANT agrees to indemnify, defend, and hold harmless CITY and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by CITY or for which CITY may be held liable, which arise from the negligence, willful misconduct, or other fault of TENANT or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of TENANT's transmission facilities on the Property and the Towers, including but not limited to electrical interference or health problems caused by TENANT's transmission operations, and specifically including the representations and warranties of Paragraph 15(b) of this Lease.

15. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered, or faxed, or emailed, or sent by certified mail, return receipt requested, to the following addresses and are considered to have been given at the time the notice is delivered, mailed, or sent:

If to CITY, to:

City of Farmersville  
Attn: City Manager  
205 S. Main  
Farmersville, TX 75442  
Fax: (972) 782-6604  
Email: [b.white@farmersvilletx.com](mailto:b.white@farmersvilletx.com)

If to TENANT, to:

Rhino Communications, INC  
ATTN: Tower Contracts  
PO BOX 425  
Durant, OK 74702  
Fax: 580-924-5900  
Email: Kmcelroy@RhinoCommunications.net

**16. Representations and Warranties.**

(a) CITY warrants that (i) it has full right, power, and authority to execute this Lease; and (ii) to the best of its knowledge, it has good and unencumbered title to the Property free and clear of any liens or mortgages, except as may be disclosed by review of title. CITY warrants that TENANT shall have the quiet enjoyment of the Property during the term of this Lease in accordance with its terms.

(b) CITY warrants that it has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

(c) TENANT represents and warrants that its storage and use of any Substance on the Property will comply with applicable federal, state or local law or regulation and that it will store and use said Substance on the property only if necessary for its transmission operations. TENANT agrees to indemnify and hold harmless CITY from and against any and all liability, loss, cost, damage, and expense, including reasonable attorney's fees relating from or due to the release, threatened release, storage or discovery of any of the above named materials that are part of TENANT equipment, personal property, Antenna Facilities, or any component parts or byproducts thereof in violation of applicable law.

(d) TENANT, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance TENANT of its choice. If, in the opinion of TENANT, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect TENANT use of the Property, TENANT shall have the right to cancel this Lease immediately upon written notice to CITY.

**17. Taxes and Other Governmental Charges.**

(a) Payment by Tenant. In addition to the rent specified in Paragraph 3, TENANT will pay and discharge all taxes, general and special assessments and other governmental charges of any kind levied on or assessed against TENANT's structures or equipment placed on the Property and Towers. TENANT will pay all such taxes, charges, and assessments directly to the public officer charged with their collection not fewer than ten (10) days before they become delinquent, and TENANT will indemnify CITY and hold it harmless from all such taxes, charges, and assessments. TENANT may, in good faith and at its own expense, contest any such taxes, charges, and assessments and must pay the contested amount, plus any penalties and interest imposed, if and when finally determined to be due.

(b) Payment by City. At any time that the payment of any item of taxes, general and special assessments, or governmental charges that TENANT must pay under Paragraph 18(a) remains unpaid and uncontested later than ten (10) days before it becomes delinquent, CITY may give written notice to TENANT of its default. If TENANT continues to fail to pay the taxes, general and special assessments, or governmental charges, or to contest them in good faith, CITY may pay the items specified in the notice, and TENANT will, on demand, reimburse CITY any amount paid or expended by CITY for this purpose, with interest on the amount at the rate of twelve percent (12%) annually from the date of CITY's payment until reimbursement by TENANT

18. **Assignment.** TENANT may not assign or sublet this Lease without the prior written consent of CITY except to any entity which controls, is controlled by, or is under the common control with TENANT, or to any entity resulting from any merger or consolidation with TENANT, or to any partner of TENANT, or to any partnership in which TENANT is a general partner, or to any person or entity which acquires all of the assets of TENANT as a going concern, or to any entity which obtains a security interest in a substantial portion of TENANT's assets, provided that TENANT continues to indemnify and hold CITY harmless in accordance with Paragraph 15 above.

19. **Mechanic's and Materialman's Liens.** TENANT will not cause or permit any mechanic's liens or other liens to be filed against the lease premises, Towers or Property, or against TENANT's leasehold interest in the lease premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to TENANT or anyone holding the lease premises or any part of them through or under TENANT. If such a mechanic's lien or materialman's lien is recorded against the Property or any buildings or improvements on them, TENANT must either cause it to be removed or, if TENANT in good faith wishes to contest the lien, take timely action to do so, at TENANT's sole expense. If TENANT contests the lien, TENANT will indemnify CITY and hold it harmless from all liability for damages occasioned by the lien or the lien contest and will, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed before the judgment is executed.

20. **No Waiver.** No waiver by either party of any default or breach of any covenant or term of this Lease may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this Lease.

21. **Successors and Assigns.** This Lease shall run with the Property described in Exhibit "A" to this Lease. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

22. **No Waiver of Immunity.** The parties agree that CITY has not waived its sovereign immunity, governmental immunity, or official immunity by entering into and performing its obligations under this Lease, and nothing herein shall be construed as a waiver of immunity by City.

23. **Miscellaneous.**

(a) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

(c) This Lease shall be construed in accordance with the laws of the State of Texas.

(d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(e) This Lease is subject to all zoning approvals and building permits.

AGREED to by TENANT on the 21<sup>st</sup> day of February, 2014.

JAB WIRELESS, INC., a Colorado corporation

By: AIRCANOPY INTERNET SERVICES, INC.,  
a Texas corporation, d/b/a Rhino  
Communications

By: [Signature]  
Kris McElroy, OPS Manager

#### ACKNOWLEDGMENT

STATE OF Oklahoma §

COUNTY OF Bryan §

Before me, the undersigned Notary Public, on this day personally appeared Kris McElroy, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of AIRCANOPY INTERNET SERVICES, INC., a Texas corporation, d/b/a Rhino Communications, as its Operations Mgr, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21<sup>st</sup> day of February, 2014.

[Signature]  
Notary Public, State of Oklahoma



AGREED to by CITY on the \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF FARMERSVILLE, TEXAS, a Texas  
municipal corporation

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

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF ELLIS §

Before me, the undersigned Notary Public, on this day personally appeared Joseph E. Helmberger, P.E., Mayor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of CITY OF FARMERSVILLE, TEXAS, a Texas municipal corporation, as its Mayor, for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:  
City of Farmersville  
Attn: Edie Sims, City Secretary  
205 S. Main  
Farmersville, TX 75442

**EXHIBIT "A"☐  
TO  
WATER TOWER AND LAND LEASE**

**TOWER SITE 1:**

**Rhino Site Name:** FVN

**Farmersville Site Name:** East Tower

**Address:** 7th Street, Farmersville, Texas 75442

**Legal Description:** Being that certain 2.182 acre tract of land situated in the William Hemphill Survey, Abstract No. 448, Collin County, Texas, described by metes and bounds in a deed recorded as Instrument No. 20080207000152460 of the real property records of Collin County, Texas.

**TOWER SITE 2:**

**Rhino Site Name:** FVE

**Farmersville Site Name:** North Tower

**Address:** Audie Murphy Pkwy. East, Farmersville, Texas 75442

**Legal Description:** Lot 11, Phase II of Murphy's Crossing Phase II & Phase III, an Addition to the City of Farmersville, Collin County, Texas, according to the plat thereof recorded in Volume Q, Page 432, of the Map and Plat Records of Collin County, Texas.

**TOWER SITE 3:**

**Rhino Site Name:** FW

**Farmersville Site Name:** West Tower

**Address:** 1716 Tedford, Farmersville, Texas 75442

**Legal Description:** Lot 1 of 300K Legged Elevated Water Tank East Farmersville, an Addition to the City of Farmersville, Collin County, Texas, according to the Final Plat thereof recorded in Volume 2007, Page 455, of the Map and Plat Records of Collin County, Texas.

EXHIBIT "B"   
TO  
WATER TOWER AND LAND LEASE

**SCHEDULE 1 RENT:**

Site Name: North Tower (FVN)

Location: 7th Street, Farmersville, Texas 75442

Rental basis: Monthly minimum Monthly Rent: ..... \$1,350.00

**SCHEDULE 2 RENT:**

Site Name: East Tower (FVE)

Location: 2655 Audie Murphy Pkwy. East, Farmersville, Texas 75442

Rental basis: 13 antennas (x) \$135.00 Monthly Rent: ..... \$1,755.00

**SCHEDULE 3 RENT:**

Site Name: West Tower (FW)

Location: 1716 Tedford, Farmersville, Texas 75442

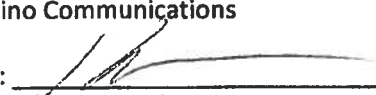
Rental basis: 4 antennas + 2 dishes + 6 ft<sup>2</sup> dish area (x) \$135.00 Monthly Rent: ..... \$1,620.00

The above rental amounts and attached Schedules 1-3 of similar date are APPROVED by TENANT and by CITY to be effective on January 1, 2014, as indicated by the signatures below.

CITY OF FARMERSVILLE, TEXAS

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

AIRCANOPY INTERNET SERVICES, INC., d/b/a  
Rhino Communications

By:  \_\_\_\_\_  
Kris McElroy, OPS MANAGER

| Communication Company                               | Contract Term Date | Old Contract        |                              | New Contract        |                              |
|---|--------------------|---------------------|------------------------------|---------------------|------------------------------|
|   |                    | Per Tower Per Month | Old Contract Income Per Year | Per Tower Per Month | New Contract Income Per Year |
| Rhino Communications<br>(EAST, NORTH + WEST TOWERS) | 08/11/2013         | \$300               | \$10,800                     | \$1,350             | \$48,600                     |

| Waiting on Contract Term Date or New Contract: |                 |         |          |  |   |
|--|-----------------|---------|----------|--|---|
| T-Mobile                                       | 12/20/2023      | \$1,289 | \$15,468 |  | dependent on size and quantity of equipment |
| AT&T   | 02/05/2015      | \$250   | \$3,000  |  | dependent on size and quantity of equipment |
| Wi-Five  | no contract yet |         |          |  | dependent on size and quantity of equipment |