

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
March 11, 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.
 - March for Meals on Wheels Proclamation
 - Poison Prevention Week Proclamation

II. CONSENT AGENDA

Items in the Consent Agenda consist of non-controversial or "housekeeping" items required by law. Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually. Following approval of the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes
- B. City Financial Reports
- C. Police Department Report
- D. Code Enforcement/Animal Control Report
- E. School Resource Officer Report
- F. Fire Department Report
- G. Municipal Court Report
- H. Warrant Officer Report
- I. Public Works Report
- J. Library Report
- K. City Manager's Report

III. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members may deliberate and/or request further information or

clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested.

- A. FEDC (4A) Financial Report
- B. FCDC (4B) Financial Report
- C. Planning & Zoning Minutes
- D. Sign Board of Appeals Minutes
- E. Capital Improvements Advisory Commission Minutes
- F. FCDC (4B) Meeting Minutes
- G. FEDC (4A) Meeting Minutes
- H. Parks Board Minutes
- I. Main Street Board Minutes
- J. Main Street Report
- K. Building & Property Standards Minutes
- L. TIRZ Minutes
- M. Library/Civic Center Board Minutes
- N. Farmersville Public Housing Authority
- O. North Texas Municipal Water District Board Agenda

IV. PUBLIC HEARINGS

- A. Public Hearing – Conduct a public hearing on designating a certain area as a Reinvestment Zone for Commercial/Industrial uses in the City of Farmersville

V. READING OF ORDINANCES

- A. Only Reading – Consider, discuss and act upon an ordinance to amend the 2013-2014 Fiscal Year Budget from the Enterprise Fund regarding capital equipment and building improvements
- B. Only Reading – Consider, discuss and act upon an ordinance to amend the 2013-2014 Fiscal Year Budget from the General Fund regarding capital equipment
- C. Only Reading – Consider, discuss and act upon an ordinance cancelling the May 10, 2014 General Election for the City of Farmersville
- D. First Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule regarding commercial refuse customers

VI. REGULAR AGENDA

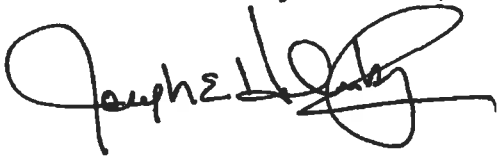
- A. Sharyland Utilities annual review
- B. Approve an agreement between the surety and City regarding the 12" water line project
- C. Consider, discuss and act upon rescinding the contract with Billy Cummings Construction Inc. regarding the 12" water line project

- D. Consider, discuss and act upon a Notice of Award to Capps-Capco for the 12" water line project as contractor on project
- E. Consider, discuss and act upon a resolution designating a Reinvestment Zone for Commercial/Industrial uses in the City of Farmersville
- F. Consider, discuss and act upon an amendment to the refuse contract regarding roll-off refuse customers
- G. Consider, discuss and act upon an agreement with Wi-Five Broadband for water tower lease space
- H. Consider, discuss and act upon a lease agreement with AirCanopy Internet Services/Rhino Communications regarding City of Farmersville Water Tower lease space
- I. Consider, discuss and act upon a resolution supporting a grant application from the Criminal Justice Division for in-car cameras
- J. Consider, discuss and act upon changes to the Personnel Manual regarding on-call personnel
- K. Update on cleanup from December's ice storm
- L. Update on street General Obligation Bond projects
- M. Update on water/wastewater General Obligation Bond projects
- N. Update on Safe Routes to School project
- O. Update on Chaparral Trail projects
- P. Update on Highway 380 project

VI. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

VII. ADJOURNMENT

Dated this the 7th day of March, 2014.

A handwritten signature in black ink, appearing to read "Joseph E. Helmberger", with a stylized, cursive script.

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 March 7, 2014 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

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

Edie Sims, City Secretary





**March for Meals Month
A Proclamation**

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older;

WHEREAS, the Meals On Wheels Association of America established the National March for Meals Campaign in March 2002 to recognize the historic month, the importance of Older Americans Act Senior Nutrition Programs and raise awareness about senior hunger in America;

WHEREAS, the 2014 observance of the March for Meals campaign provides an opportunity to support Senior Nutrition Programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger;

WHEREAS, Senior Nutrition Programs in (TX) have served our communities admirably for more than 40 years; and

WHEREAS, volunteer drivers for Meals on Wheels programs in (TX) are the backbone of the program and they not only deliver nutritious meals to homebound seniors and individuals with disabilities, but also caring concern and attention to their welfare; and

WHEREAS, Senior Nutrition Programs in (TX) provide nutritious meals to seniors throughout the State and help them to avoid premature or unnecessary hospitalization and institutionalization;

WHEREAS, Senior Nutrition Programs in (TX) provide a powerful socialization opportunity for millions of seniors to help combat loneliness and isolation;

WHEREAS, Senior Nutrition Programs in (TX) deserve recognition for the contributions they have made and will continue to make to local communities, our State and our Nation; and

NOW THEREFORE, I, Joseph E. Helmberger, Mayor of the City of Farmersville, Texas, do hereby proclaim March 2014 as March for Meals Month.

I urge every citizen to take time this month to honor our Senior Nutrition Programs, the seniors they serve and the volunteers who care for them. Our recognition of and involvement in the national 2014 March for Meals campaign can enrich our entire community and help end senior hunger in America—*so no senior goes hungry*®.

Joseph E. Helmberger, P.E.

Mayor of the City of Farmersville



Date: _____

Dear Meals on Wheels Association of America:

I, _____, the
First and Last Name

_____ of/in _____
Title/Position City State

am writing to confirm that I will participate in the national **March for Meals** initiative,
Community Champions Week. I am committed to deliver meals or provide other
support during the week-long celebration Monday, March 17, 2014 through Friday,
March 21, 2014 for: Meals on Wheels and Senior Services in Collin County.
Name of Senior Meal Program

I hereby pledge that I will be a part of this celebration of the 2014 March for Meals
campaign in order to help end senior hunger in America and serve older adults in
my community ***so no senior goes hungry®***.

Email Address: _____

Please send this form either by email to mfm@mowaa.org, by fax to (703) 548-8024 or by mail to:

Community Champions Week
Meals on Wheels Association of America
413 N. Lee Street
Alexandria, VA 22314

City of Farmersville

Proclamation

WHEREAS, our society has become increasingly dependent on household chemicals to perform labor-saving, time-saving miracles; and on medicine to provide health-giving, life sustaining benefits;

WHEREAS, these products, when not used as intended or directed, may be hazardous, particularly if children gain access to them;

WHEREAS, over the past 52 years, the nation has been observing Poison Prevention Week to call attention to these hazards and how proper handling and disposal of these substances and proper use of safety packaging can help eliminate them;

WHEREAS, the efforts of our community organizations, complemented by the efforts of the North Texas Poison Center have reduced childhood poisonings in Farmersville, Texas;

WHEREAS, the North Texas Poison Center, a regional poison center, located at Parkland Memorial Hospital, provides the ultimate in human service programming, immediate, accessible emergency information to save lives of victims of poison-related emergencies, and;

WHEREAS, these programs must continue as long as even one child swallows a household product or medicine by mistake.

NOW, THEREFORE, I, Joseph E. Helmberger, by virtue of the authority vested in me as Mayor of the City of Farmersville, do hereby proclaim the week of March 16 - 22, 2014 as

Poison Prevention Week

and I direct the appropriate agencies in our local government to continue their cooperation with concerned citizens and community organizations, including our schools, to develop programs which will alert our people to the continued danger of misusing medicines and household products and to promote effective safeguards against accidental poisonings among young children..

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 11th day of March, 2014.

Joseph E. Helmberger, P.E., Mayor



February 10, 2014

Mayor Joseph E. Helmberger
205 S. Main St.
Farmersville, TX 75442

Dear Mayor Joseph E. Helmberger:

March 16-22, 2014 marks the 52nd annual observance of Poison Prevention Week. This time is used to encourage our citizens to learn more about the dangers of accidental poisonings and to take more preventive measures.

On behalf of the North Texas Poison Center I am requesting that March 16-22, 2014 be proclaimed as "Poison Prevention Week" in Farmersville. Enclosed is a suggested proclamation.

Please have the proclamation sent to the following address:

Mike Yudizky
North Texas Poison Center
5201 Harry Hines Blvd.
Dallas, TX 75235

If you have any questions, please call me at 1-800-961-7545 x30346.

Sincerely,

A handwritten signature in black ink that reads "Mike Yudizky".

Mike Yudizky
Public Health Education Manager

Enclosure



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: CONSENT AGENDA - City Council Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.jsp

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
February 11, 2014

The Farmersville City Council met in regular session on February 11, 2014 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, Michael Carr, Michael Hesse, Russell Chandler and Jim Foy. Staff members present were City Manager Ben White, City Attorney Alan Lathrom, Police Chief Mike Sullivan, Fire Chief Kim Morris, Assistant to the City Manager Paula Jackson, Main Street Director Adah Leah Wolf, Court Clerk Christi Dowdy, Warrant Officer Rick Ranspot, Public Works Employees Mike Rosa and Edgar Martinez, and City Secretary Edie Sims.

Item I) CALL MEETING TO ORDER, ROLL CALL

Mayor Helmberger called the meeting to order. Edie Sims called the roll and announced a quorum was present. Mayor Helmberger welcomed all guests and visitors. Paul Kelly offered the invocation with Mayor Helmberger leading the audience in the Pledge of Allegiance to the American Flag and Pledge to the Texas Flag.

Mayor Helmberger announced Farmersville Main Street has been awarded their 14th year of being accredited as a National Main Street Program. This is the 14th year to have this accreditation.

City Manager Ben White acknowledged Public Works Mike Rosa and Edgar Martinez for their life saving efforts to a citizen in need. A resident called for assistance on Super Bowl Sunday regarding their sewer. Mr. Rosa and Mr. Martinez heard the sounds of distress and helped a resident in the neighborhood who had fallen and could not get up. The resident who called for maintenance of the sewer reported the good deed and expressed gratitude to the Public Works employees.

Item II) CONSENT AGENDA

Mayor Helmberger asked the Council if any items were needed to be pulled for discussion. Russell Chandler requested to pull Item E. Items remaining A, B, C, D, F, G, H, I and J were motioned to be approved by Russell Chandler and seconded by Jim Foy. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item E – Fire Department Report. Russell Chandler requested a roster of all Volunteer Firemen with their certifications and training for the next three months. No other discussion was had on this topic. Russell Chandler motioned to approve Item E with Michael Carr seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item III) INFORMATIONAL ITEMS

Council did not request further information or clarification regarding Informational Items.

ITEM IV – A) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE MASTER FEE SCHEDULE TO INCREASE THE WATER AND SEWER RATES EFFECTIVE MARCH 1, 2014

Mayor Helmberger stated three years ago a rate study was conducted for the water and sewer rates. The proposed ordinance for a rate increase is the last step for finalizing the ordinance completing the rate study set in 2011. Mayor Helmberger proposed a review of the rate study and ensure the City is on track with the progress from the rate study. Per the City

revenue figures, the water rates are not providing the necessary revenue as expected. Due to the water rate increases, our residents have been conserving their water use. The sewer rates were to offset expenses for infrastructure needs and include expenditures for a future Regional Wastewater Treatment Facility. The pass thru rates from North Texas Municipal Water District did not affect the rate study, but it did affect the price citizens pay for water use. Those pass thru rates were not anticipated when the rate study was being performed.

Jim Foy questioned the cost to have the rate study reviewed with Mayor Helmberger presenting a cost of \$6,500 with an option to review the next 3 years in advance for an additional \$2,000.

When the rate study ordinance was presented in 2011, five steps were to be taken to bring the rates up to a level which paid for both water and sewer utilities. City Attorney Alan Lathrom indicated the original ordinance can be modified if the Council chose to not take action on the presented ordinance to approve the fifth rate increase. The Council would also need a separate agenda item on a future agenda to go into an agreement with the consultant.

Rates were discussed with water rates increasing approximately 78¢ per 1,000 gallons with the proposed fifth water rate increase. Sewer rates however were at a 23% increase over current rates which calculate to approximately \$18 more for sewer per month. Water sales are slightly under last year's sales comparatively with expenses in line with budgeted projections. City Manager Ben White indicated the monthly City Financials have shown the wastewater revenues increasing and extending beyond expectations. However, with water rates increasing, people are conserving water usage. It has been quite a struggle to cover the expenses with the shortfall from the water revenues. The rates are increasing faster on the wastewater side than the water side. Mayor Helmberger added the major impact of the increased sewer rates was to cover the Regional Wastewater Treatment Facility along with other improvements including interceptor lines.

Jim Foy motioned to table this agenda item with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – A) CONSIDER, DISCUSS AND ACT UPON ACCEPTING A RESIGNATION FROM DAVID REYNOLDS FROM THE FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD

Michael Carr motioned to accept David Reynold's resignation with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – B) UPDATE ON STREET GENERAL OBLIGATION BOND PROJECTS

City Manager Ben White reported curb work for Street Bond Projects has begun on Westgate. Questions have been asked why the curb construction area is so wide. Mr. White replied the stabilizing of the soil is being accomplished so the curb will not raise above its designated position. The construction progress is slow as temperatures have been below 40°. When temperatures stay above 50°, concrete work can begin. Jim Foy questioned if the curb construction work will rectify seepage on the north side of Westgate. Mr. White stated he will request the engineers to review this area.

ITEM V – C) UPDATE ON WATER/WASTEWATER GENERAL OBLIGATION BOND PROJECTS

City Manager Ben White reported a bid opening for the 12" water line project on Sycamore Street was held today by the bonding agent. As the Council may recall, the original bidding contractor defaulted on the project. The bonding agent quickly took the project back to the bidding process. The winning bid came in with a difference of \$80,000-\$90,000 from the original bid. The bonding company is paying the cost difference of the bid from the original bid. Mr. White indicated the City has purchased all the material and it is being stored at our Maintenance Facility. Mr. White has also requested the contract be direct between the City and the contractor in conjunction with the bonding company. The bonding company does not wish to be between the contractor and the City for construction. Mr. White will be requesting all contracts be prepared and ready to present to the Council at the next meeting thereby not delaying the project any further. The Safe Routes to School project has been delayed awaiting the 12" water line project to cross where the sidewalks will be installed.

The bonding company is supporting the City of Farmersville and will be instrumental through the completion of this project.

ITEM V – D) UPDATE ON SAFE ROUTES TO SCHOOL PROJECT

The Safe Routes to School project is moving forward in Phase 1. Sidewalks have been installed around Windom Street and mid way along Main Street. The project has halted at the Sycamore Street intersection due to the 12" water line project. The water line will need to be installed first before sidewalks are installed. This portion of the project will be completed during Phase 5 allowing time for the water line to be installed.

Retaining walls will be installed on Washington Street; however the concrete portion has been delayed due to cold weather. Mayor Helmberger questioned if the dumpsters along the sidewalk route have been moved. City Manager Ben White confirmed the dumpsters will be permanently moved out of the right-of-way away from the sidewalk route.

ITEM V – E) UPDATE ON CHAPARRAL TRAIL PROJECTS

City Manager Ben White informed the Council the Chaparral Trail projects have not changed since the last reporting. The City is awaiting a bid package by the end of the month from Daniel & Brown, Inc. for the upcoming grant through the Collin County Open Space for Phase 3. The project will be delayed until the end of our fiscal year to be able to cross fiscal years to meet funding requirements for the match.

ITEM V – F) CONSIDER, DISCUSS AND ACT UPON THE REFUSE RATE REVIEW FOR INDUSTRIAL CUSTOMERS

Dick Demien, representative for Progressive Waste Solutions, was present to answer questions. Commercial rates have been an issue and the City staff has questioned Progressive if they will bill the customer's roll-off billing directly. One of the major customers who complained about the roll-off billing is Advanced Fixtures, Inc. (AFI). Another major customer having issues with the roll-off billing is JD Russell, who is now delivering their own roll-off container. Progressive charges a rental fee plus a dump fee plus the cost for daily open top rental of \$4.66 per day.

Mr. Demien stated the rates being charged to AFI and JD Russell were billed in error. The past charges were at Progressive's lower rate and the Farmersville customers were not being billed according to the City of Farmersville's rate ordinance which included a 15% franchise fee. The error has since been corrected and the correct rates will be charged. The problem started with AFI and JD Russell, among others, being billed at the lower Progressive

rate. AFI and JD Russell realized the rate increase as the end result was going to affect an increase to each company \$35,000 per year respectively.

AFI has a large quantity of sawdust which had been previously used for roads at the dumpsite. The sawdust helped make the travel areas more passable and the savings was passed back to AFI. The sawdust has not been used for this purpose for quite some time, but the billing was not adjusted.

City Manager Ben White indicated that Progressive is reviewing all the roll-off customer's billing including permanent customers as well as temporary customers. Mr. White offered four possible options: 1) The City could remove the 15% franchise fee, as it has not been collected recently; 2) reallocate between residential and commercial customers; 3) have open competition as Princeton has done for roll-off customers; 4) keep Progressive as the sole provider and allow them to do all the billing at the City's rates per ordinance.

Jim Foy agreed that with only 4 permanent customers, option 4 would best suit the City of Farmersville. Dick Demien stated Progressive would consider these options but also offered that two rates could be standardized. A reduced rate for permanent roll-off customers and a higher rate for temporary customers would be proposed. If this rate structure would be considered by the Council, Progressive would ask for a five (5) year extension to the contract.

Mr. White brought up information of the four permanent roll-off customers as being along or close to Highway 380 and therefore heavy traffic is not prevalent. A 5th option by Mr. White would have Progressive bill all roll-off customers not to exceed a maximum charge which is the City's rates per ordinance with no franchise fees. Mayor Helmberger noted this could be a loss of \$5,000 to the City. Jim Foy expressed he is not comfortable with a five year extension to the contract with Progressive.

Roll-offs are on an irregular schedule according to the number of pulls and weight. Consensus of the Council was to look at the rates and come back with the 5th recommendation.

ITEM V – G) UPDATE ON HIGHWAY 380 PROJECT

City Manager Ben White included a Highway 380 Project Status with the Council packet. The Main Street Bridge's completion date has been moved to April 2014 due to low temperatures. All other items surrounding the 380 project have not changed. The passing track for the first railroad bridge has been moved to August 2014 per Mayor Helmberger. Per Mr. White, the Main Street Bridge is done but we are now awaiting the connection to our street before the area can be opened for thru traffic. No further discussion was held by the Council.

ITEM V – H) STATUS AND PROGRESS TO DATE REGARDING FARMERSVILLE ELECTRIC

City Manager Ben White informed the Council of the recent hiring of the Electric Distribution Foreman Brad Price. Mr. Price is already working on hiring the remainder of the Farmersville Electric crew and attaining leads for equipment. Mr. Price will also be reviewing the electric standards and will make recommendations to the Council at a future Council meeting.

Rex Woods, representative for McCord Engineering, Inc., came before the Council with a presentation for an electric rate ordinance review. McCord Engineering reviewed the existing electric rates and felt two goals needed to be performed prior to Farmersville Electric being implemented: 1) keep revenues the same and 2) simplify the working Power Cost Adjustment (PCA). In order to maintain revenues at past year levels, an average charge per kWh needs to be determined to cover the revenue difference.

Test models were created to estimate and verify the electric utility revenues are maintained by the proposed energy charge rate revisions and the rates remain approximately the same over the next year.

Proposed ordinance changes will include residential electric rate classes which will eliminate the PCA for residential customers, small commercial customers, medial commercial customers, and large commercial customers. Security light rates will remain the same.

To maintain the revenue rate structure after the transfer from Sharyland to Farmersville Electric will lower the Power Cost Adjustment (PCA) to near zero, increase existing rates by \$0.02425/kWh and all rate classes will remain at the current revenue levels.

A rate design goal for 2015-2016 has been suggested to perform cost-of-service study to determine if rates provide consistent margins throughout the rate classes. The rate design goals will also determine where rate class changes are needed to meet future revenue requirements. By having the cost-of-service study, this will allow a design for competitive rates for all rate classes and make changes based on revenue requirements to meet City goals for the electric utility.

ITEM VI – A) EXECUTIVE SESSION – SECTION 551.071, CONSULTATION WITH CITY ATTORNEY, AND SECTION 551.086, COMPETITIVE MATTERS OF A PUBLIC POWER UTILITY: CONSULTATION WITH CITY ATTORNEY REGARDING AND CONSIDERATION, DISCUSSION AND POSSIBLE ACTION REGARDING COMPETITIVE MATTERS OF THE CITY-OWNED PUBLIC POWER UTILITY AS ALLOWED BY SECTION 551.086 OF THE TEXAS GOVERNMENT CODE FOR PURPOSES OF MAINTAINING THE CONFIDENTIALITY OF CERTAIN INFORMATION RELATING TO COMPETITIVE ELECTRIC UTILITY MATTERS ENGAGED IN OR TO BE ENGAGED IN BY THE CITY OF FARMERSVILLE, AND CONSULTATION WITH CITY ATTORNEY REGARDING CONTRACT NEGOTIATIONS FOR THE OPERATION AND MAINTENANCE OF THE CITY-OWNED PUBLIC POWER UTILITY AS ALLOWED BY SECTION 551.071 OF THE TEXAS GOVERNMENT CODE

Council went into Executive Session at 8:01 p.m.

ITEM VI – B) EXECUTIVE SESSION – SECTION 551.074 DELIBERATION REGARDING PERSONNEL MATTERS: DISCUSSION REGARDING PERFORMANCE EVALUATION OF THE CITY MANAGER

Council went into Executive Session at 8:01 p.m.

ITEM VII) RECONVENE FROM EXECUTIVE SESSION

Council reconvened from Executive Session at 8:52 p.m.

ITEM VIII – A) MATTERS FROM EXECUTIVE SESSION – POSSIBLE ACTION REGARDING COMPETITIVE MATTERS OF THE CITY-OWNED PUBLIC POWER UTILITY

Council took no action during Executive Session.

ITEM VIII – B) MATTERS FROM EXECUTIVE SESSION – POSSIBLE ACTION REGARDING PERFORMANCE EVALUATION OF THE CITY MANAGER

Council took no action during Executive Session.

ITEM IX) REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

No one else requested items for future agendas.

ITEM X) ADJOURNMENT

Council adjourned at 8:52:40pm.

APPROVED

Joseph E. Helmberger, P.E., Mayor

ATTEST

Edie Sims, City Secretary

DRAFT



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: CONSENT AGENDA - City Financial Reports

SUMMARY OF CASH BALANCES JANUARY 2014

ACCOUNT: FNB (0815)

	Restricted	Assigned	Account Balance
Clearing Accounts			
General Fund		\$ 377,581.58	
Permit Fund		\$ (16,283.36)	
Refuse Fund		\$ 64,894.07	
Water/Wastewater Fund		\$ 57,083.00	
Electric Fund		\$ (169,987.64)	
SRO Support ISD	\$ 26,320.83		
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		
TOTAL:	\$ (85,045.12)	\$ 313,287.65	\$ 228,242.53

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

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	-	
TOTAL:	\$ 1,934,625.48	\$ -	\$ 1,934,625.48

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	
TOTAL:	\$ 1,857,914.16	\$ 383,591.30	\$ 2,241,505.46

Contractor Managed Accounts Nonspendable			
NTMWD Sewer Plant Maint. Fund	\$ 13,844.00		
Sharyland PCRF Fund	\$ 339,569.00		
TOTAL APPROPRIATED SURPLUS	\$ 353,413.00	\$ -	\$ 353,413.00
TOTAL CASH & INVESTMENT ACCOUNTS	\$ 4,543,332.71	\$ 696,878.95	\$ 5,240,211.66

SUMMARY OF CASH BALANCES JANUARY 2014

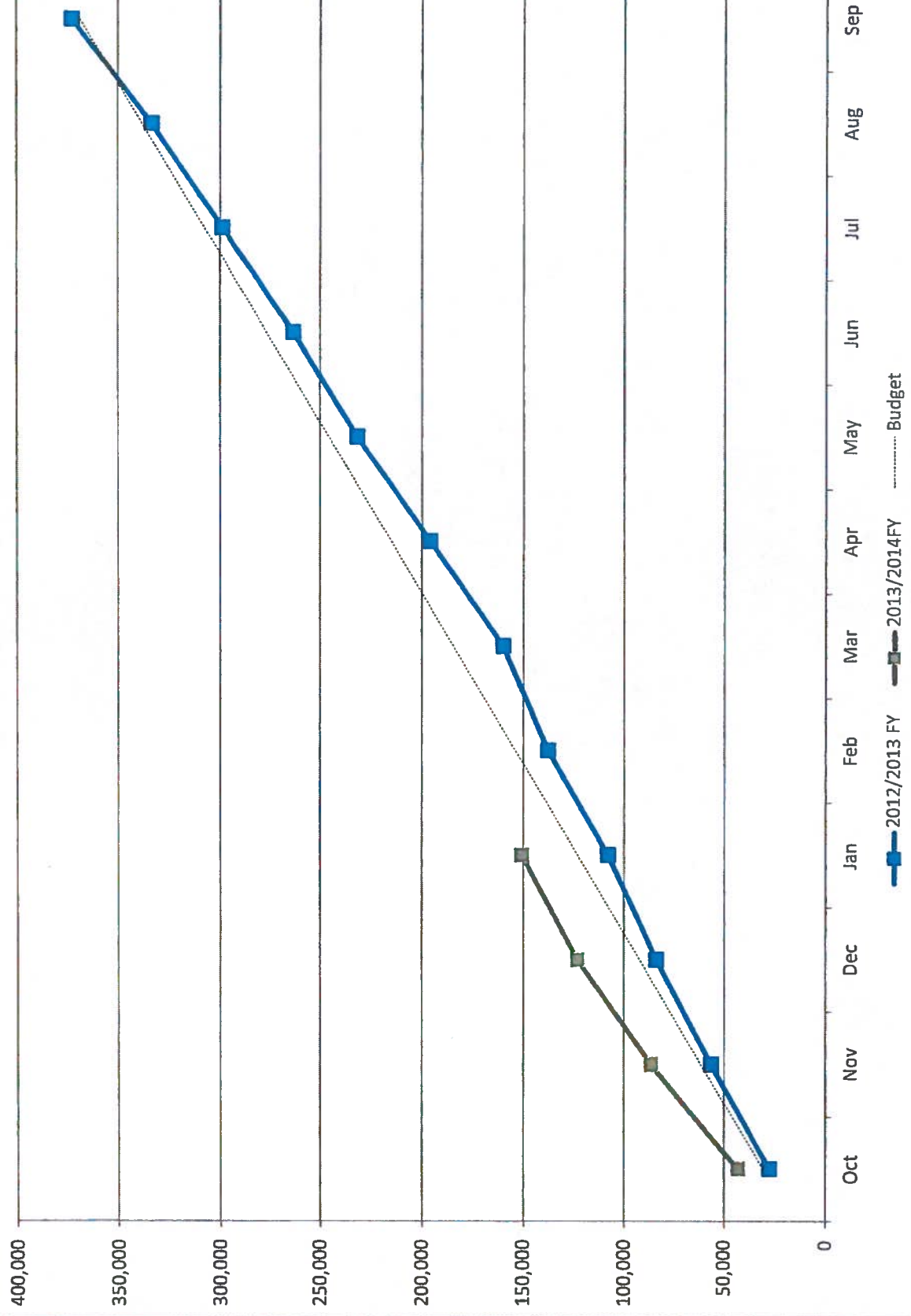
FEDC 4A Board Investment & Checking Account				
FEDC 4A Checking Account(Independent Bank 3124)	\$	178,678.30		
FEDC 4A Investment Account (Texpool 0001)	\$	366,551.14		
FEDC 4A Certificate of Deposit (Independent Bank)	\$	250,000.00		
TOTAL:	\$	795,229.44	\$	- \$ 795,229.44

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:	\$	-	\$	- \$ -

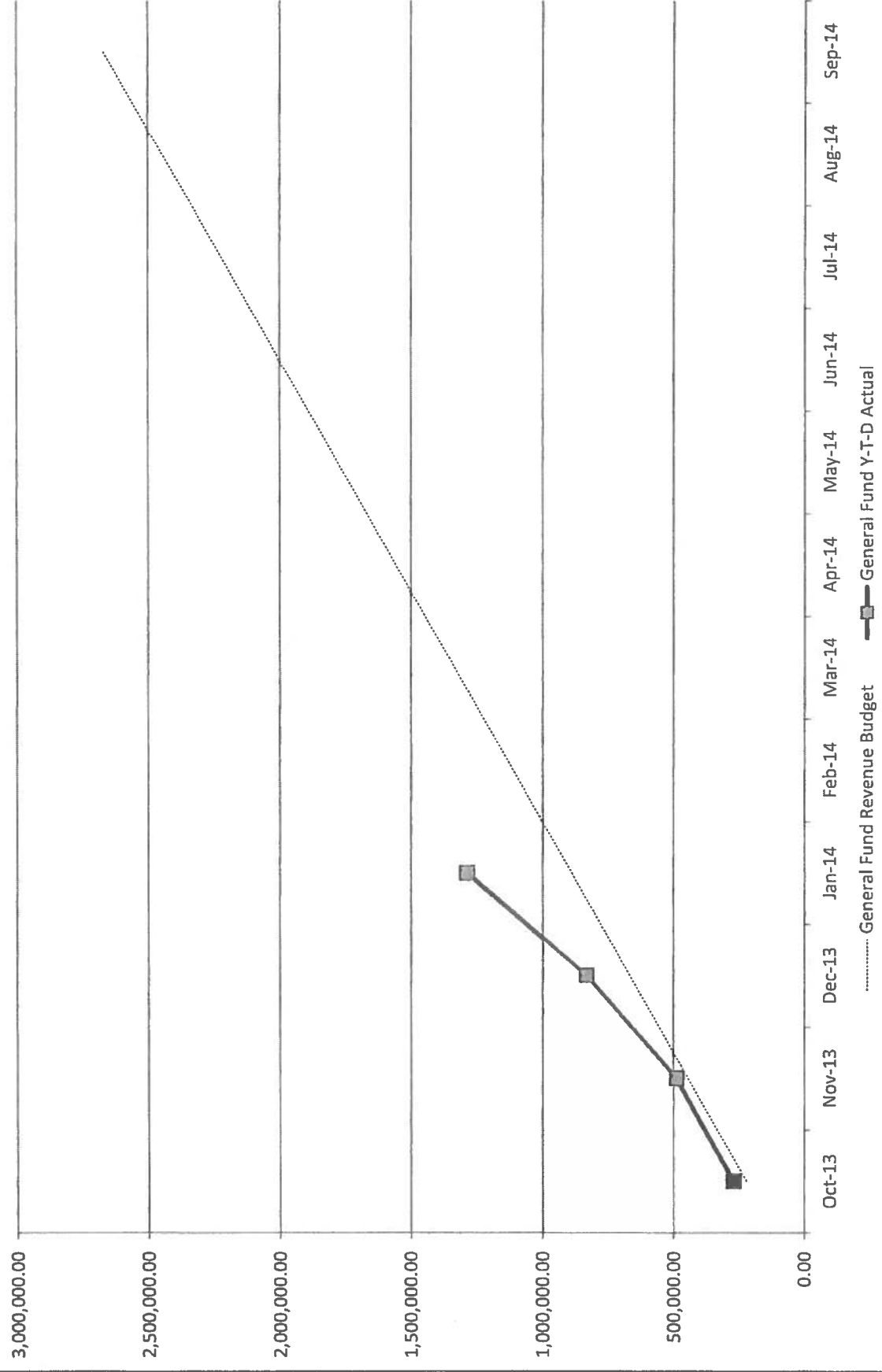
Note: Salmon color used to indicate an item dedicated to a specific project or need

Sales Tax Chart

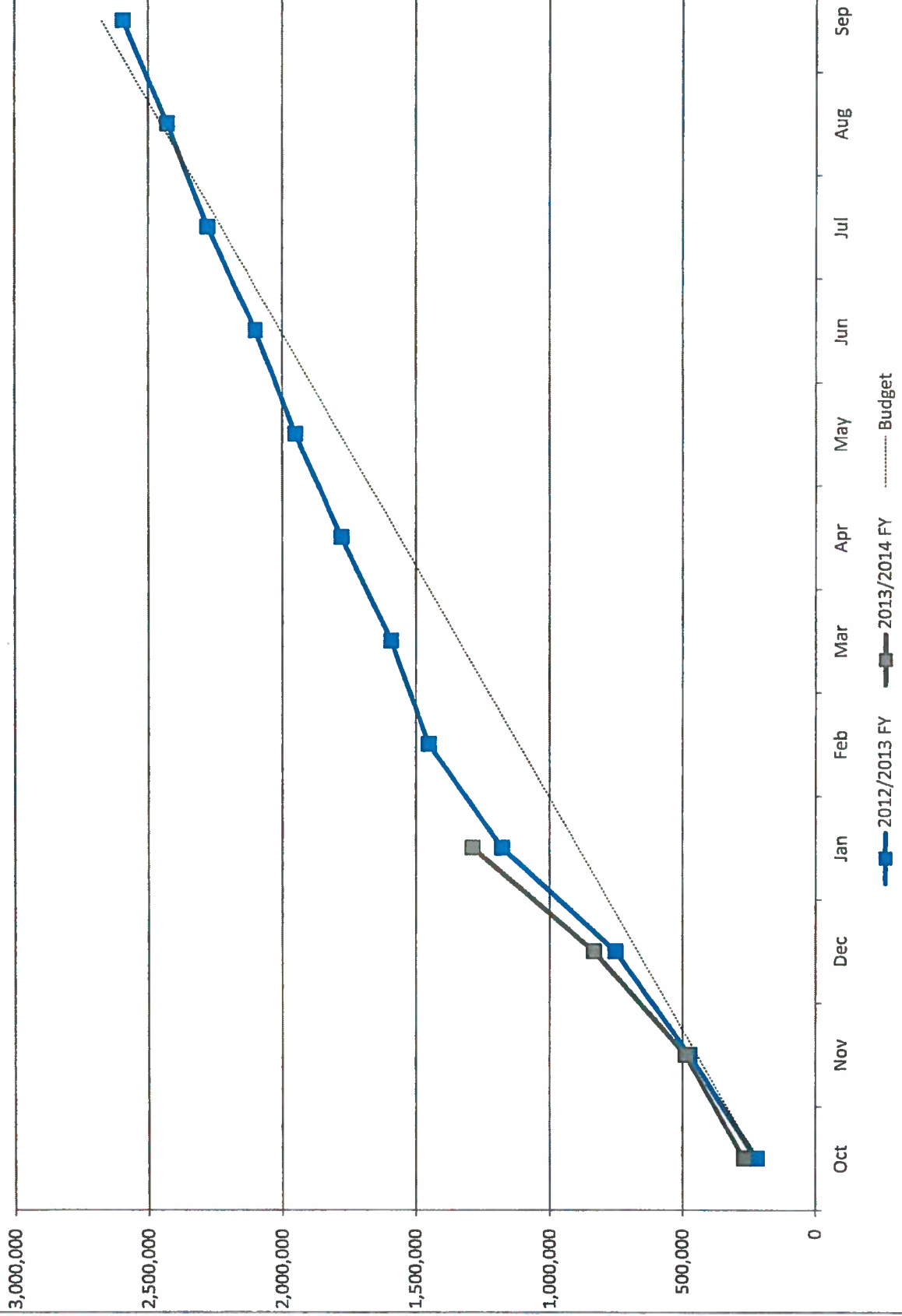


General Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

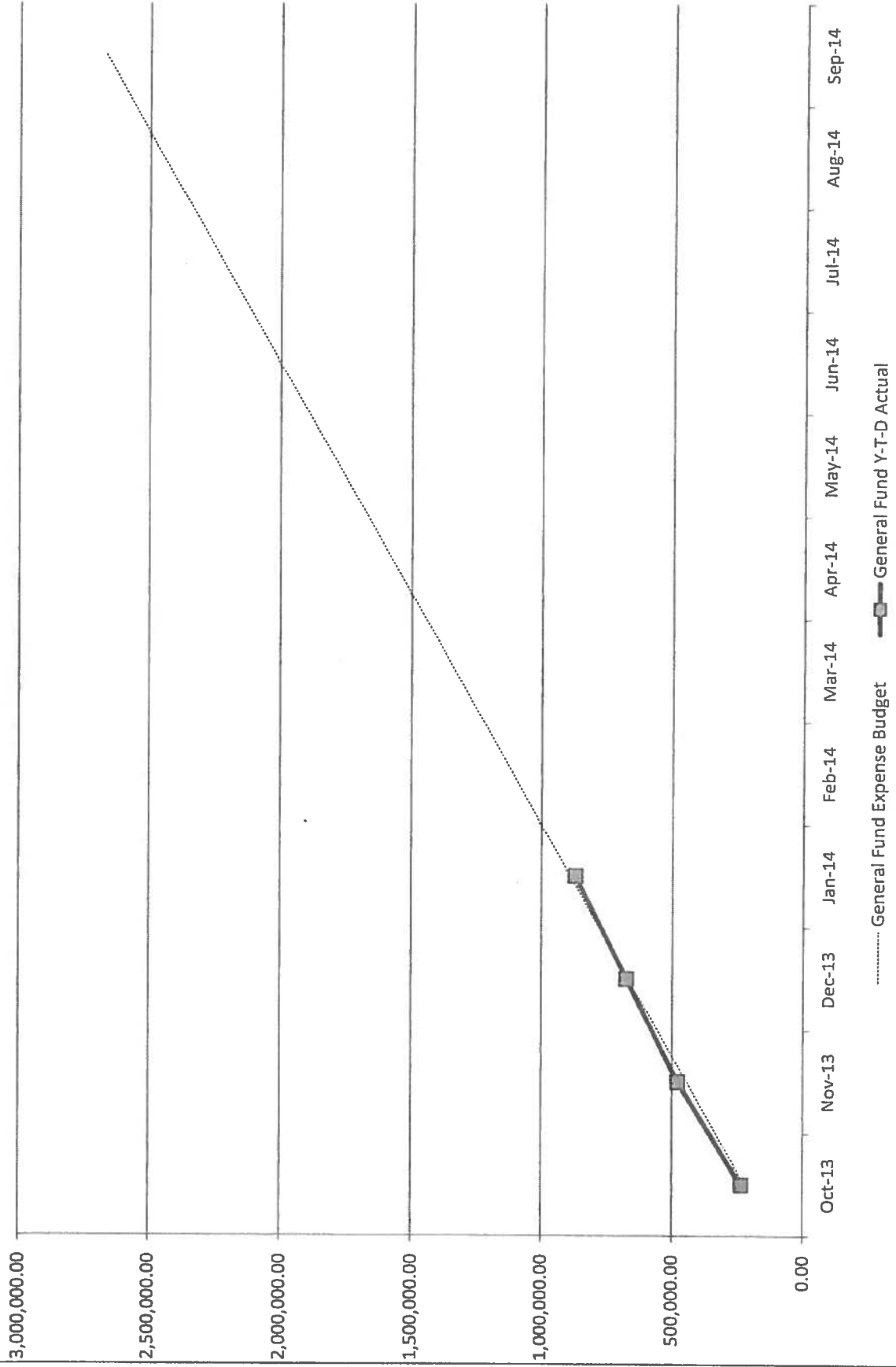


General Fund Revenue Comparison Chart



General Fund Expense

Budget Year 10/2013 thru 9/2014



100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD 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

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2014100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
CAPITAL EXPENDITURES	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
16-CIVIC/CENTER						
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
21-POLICE DEPT.						
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
22-FIRE DEPT.						
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
34-STREET SYSTEM						
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
37-ELECTRIC DEPT.						
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

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2014100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD 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-

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

100-GENERAL FUND

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD 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 (	237.47	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-MOBILE 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	0.00	0.00	0.00	0.00
100.00.5769.000 OTHER INCOME	25,000 (	704.60	1,826.37	0.00	7,173.63	20.29
100.00.5770.000 C.C. CHILD SAFETY	0	0.00	4,026.15	0.00	20,973.85	16.10
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

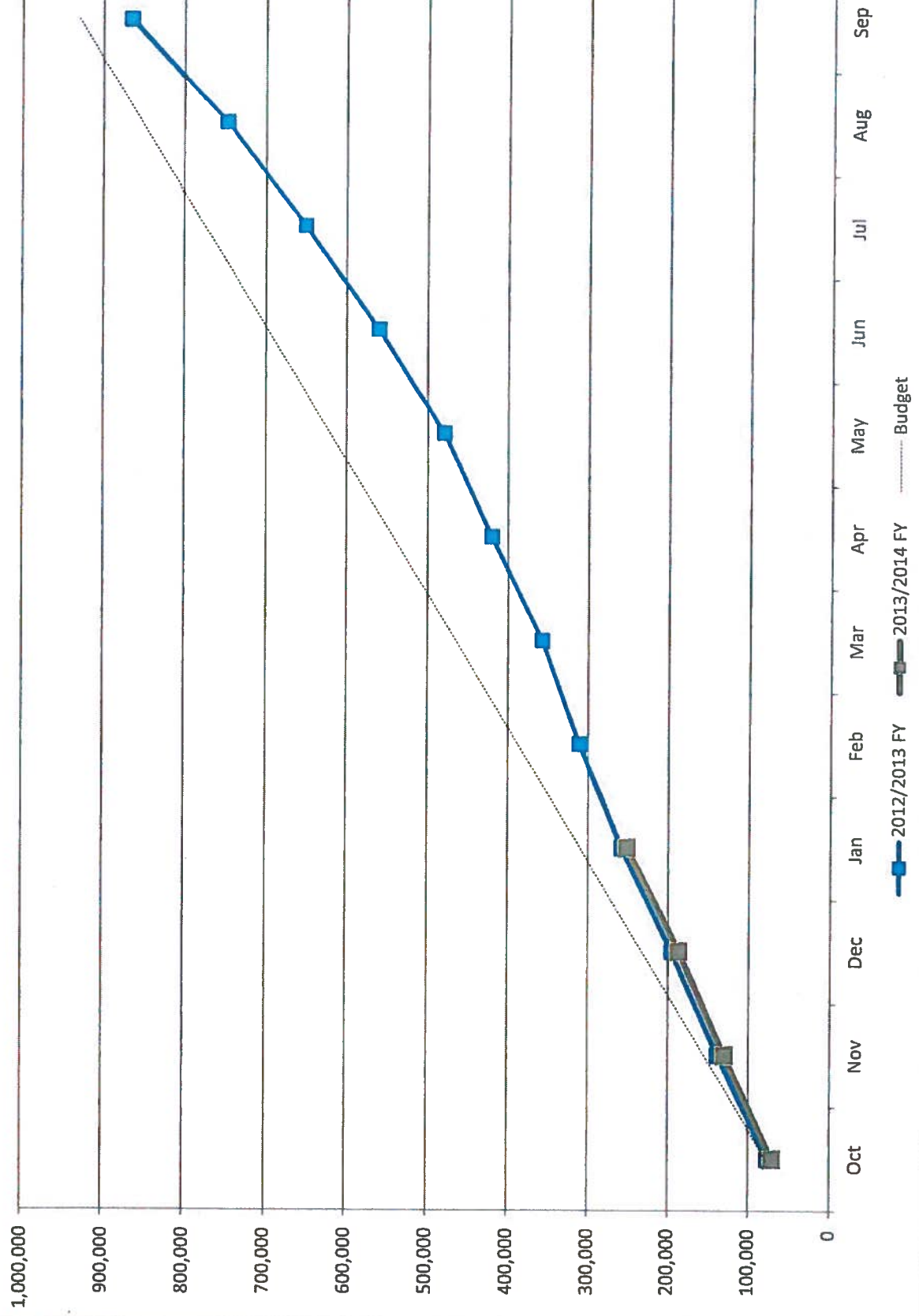
CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2014

100-GENERAL FUND

% OF YEAR COMPLETED: 33.33

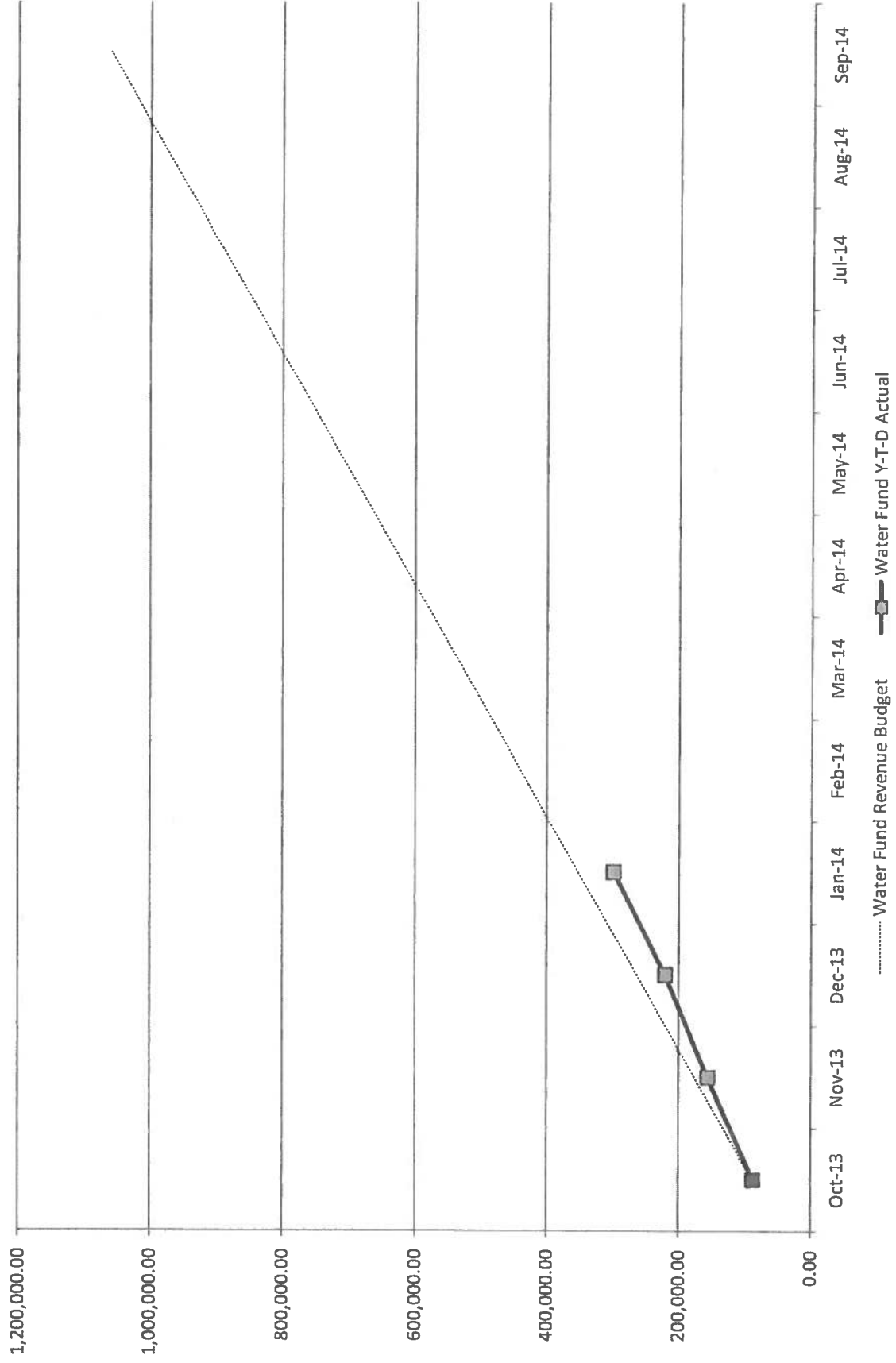
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5791.000 4B SUPPORT REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	6,903.28	0.00	13,806.72	33.33
100.00.5793.000 RENT RECEIVED	3,600	300.00	1,200.00	0.00	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

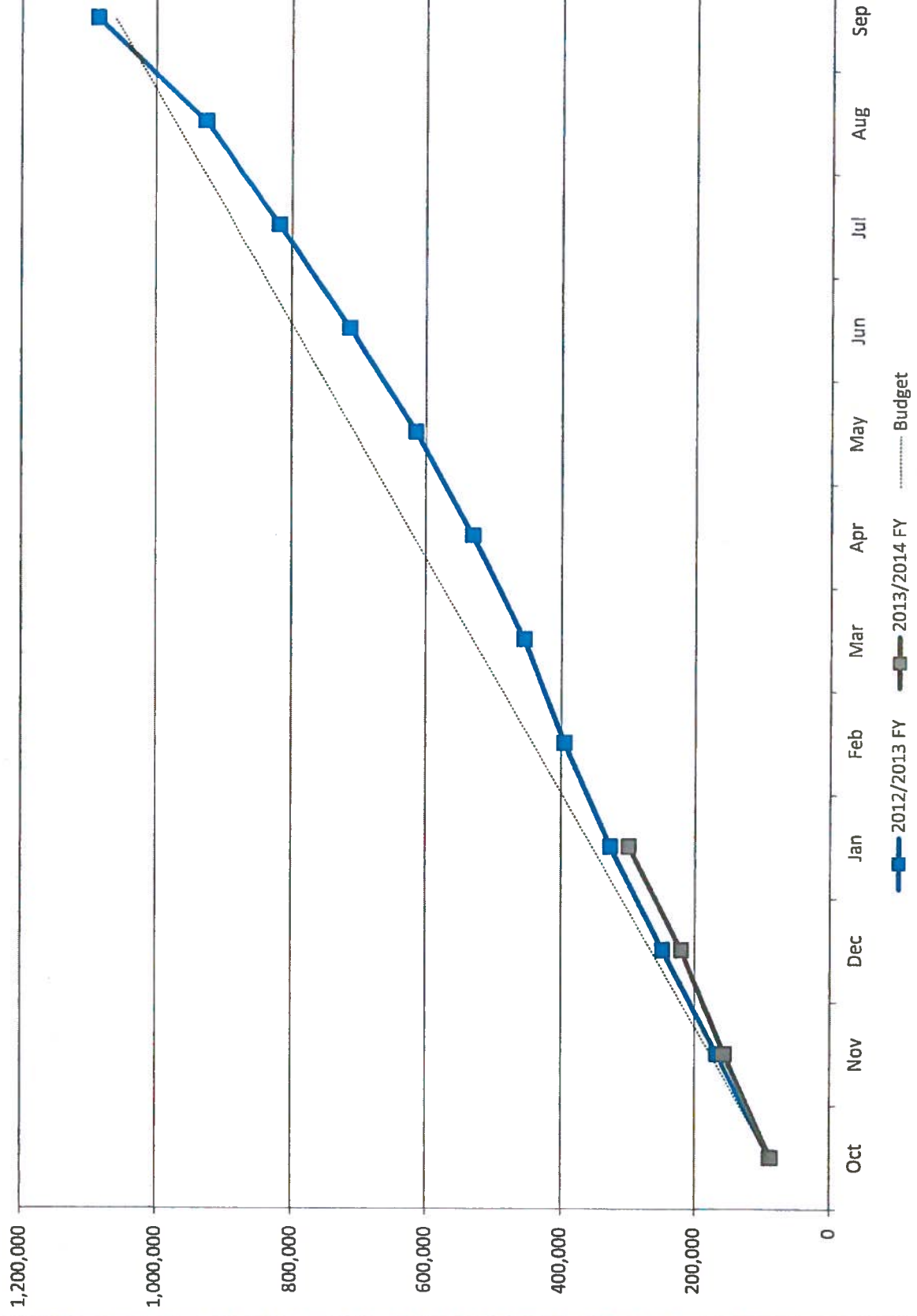


Water Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

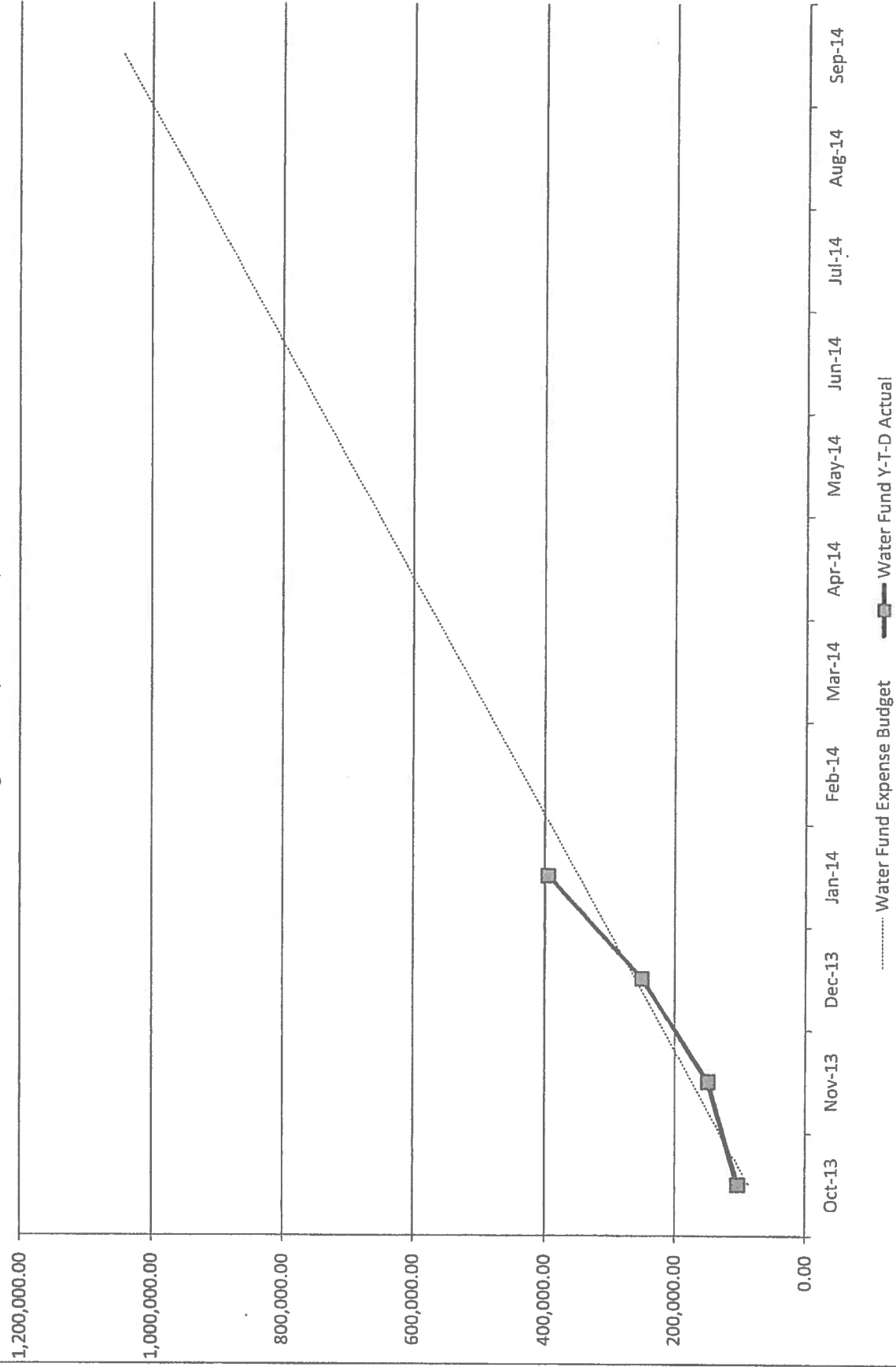


Water Revenue Comparison Chart



Water Fund Expense

Budget Year 10/2013 thru 9/2014



700-WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

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

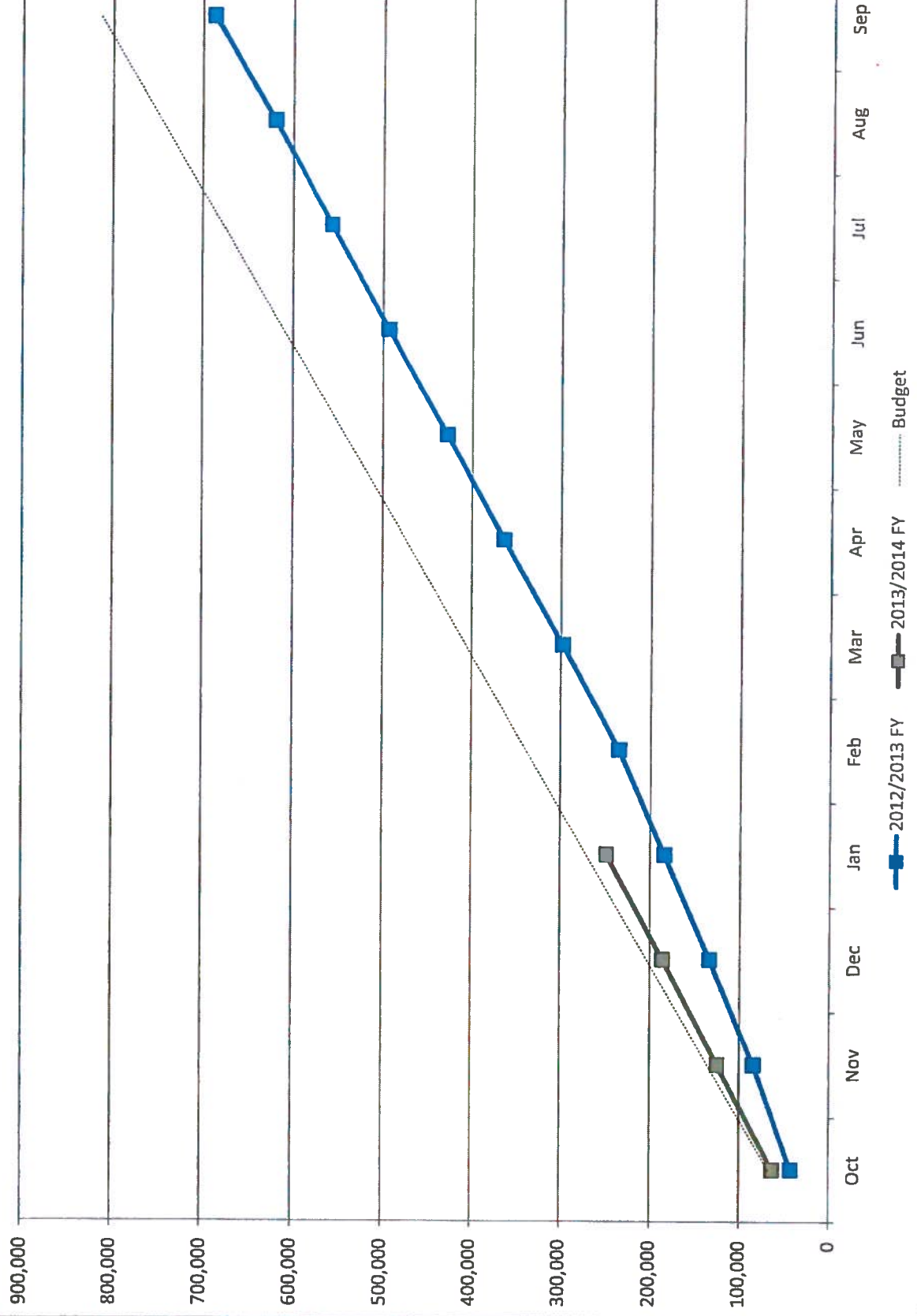
CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2014

700-WATER FUND

% OF YEAR COMPLETED: 33.33

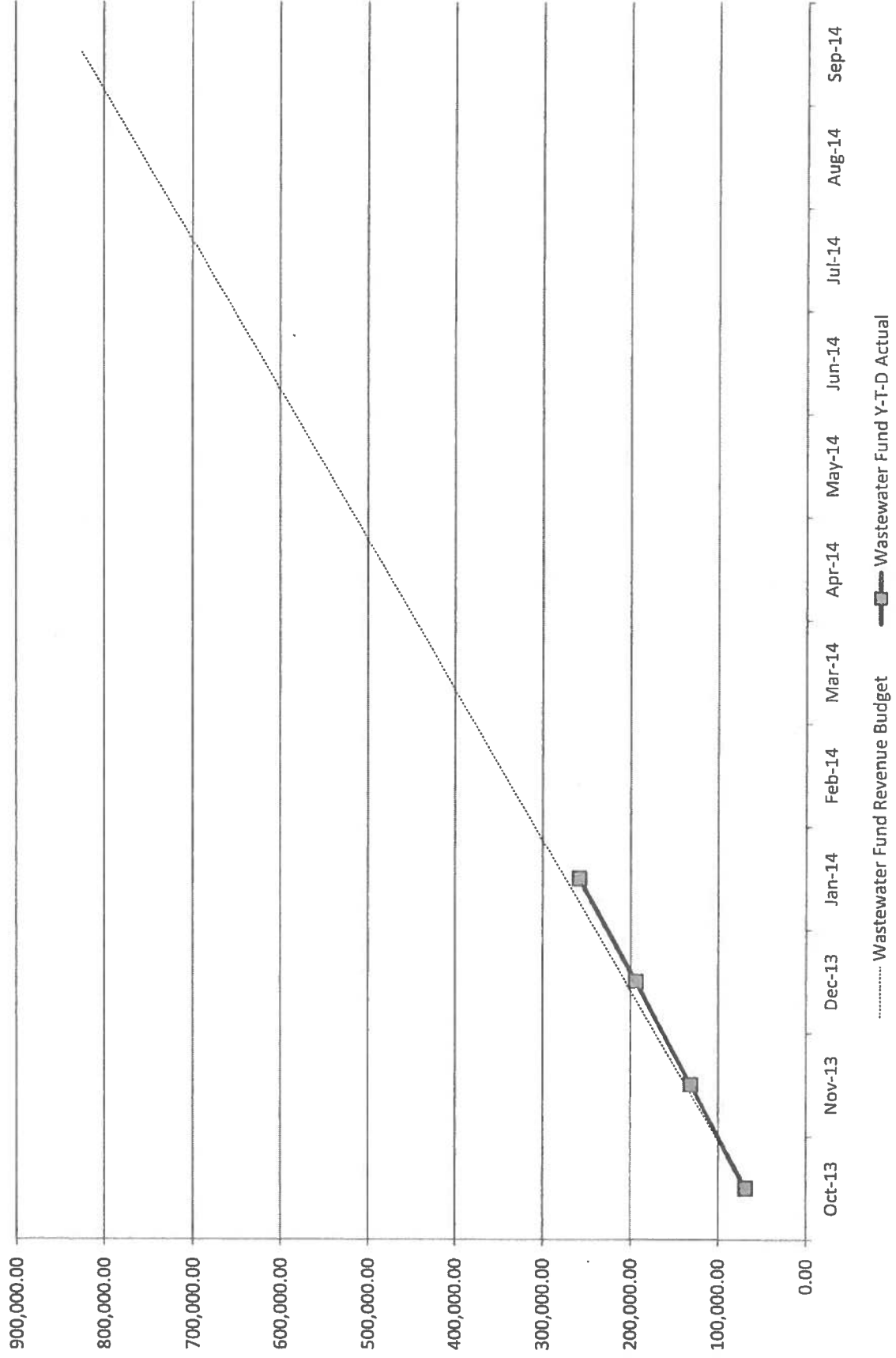
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	3,500	175.00	1,002.50	0.00	2,497.50	28.64
700.00.5744.000 PENALTIES	18,000	1,139.78	5,001.86	0.00	12,998.14	27.79
700.00.5745.000 AGREEMENTS AND CONTRACTS	90,987	11,272.97	36,147.87	0.00	54,839.13	39.73
700.00.5746.000 IMPACT FEE	4,055	0.00	0.00	0.00	4,055.00	0.00
700.00.5751.000 CITY WATER SALES	930,898	64,697.15	251,635.34	0.00	679,262.66	27.03
700.00.5753.000 WATER TAP FEES	3,700	1,360.00	5,160.00	0.00	1,460.00	139.46
700.00.5762.000 INTEREST EARNED	1,500	43.44	207.68	0.00	1,292.32	13.85
700.00.5767.000 OTHER REVENUE	8,480	254.28	307.75	0.00	8,172.25	3.63
700.00.5769.000 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						
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

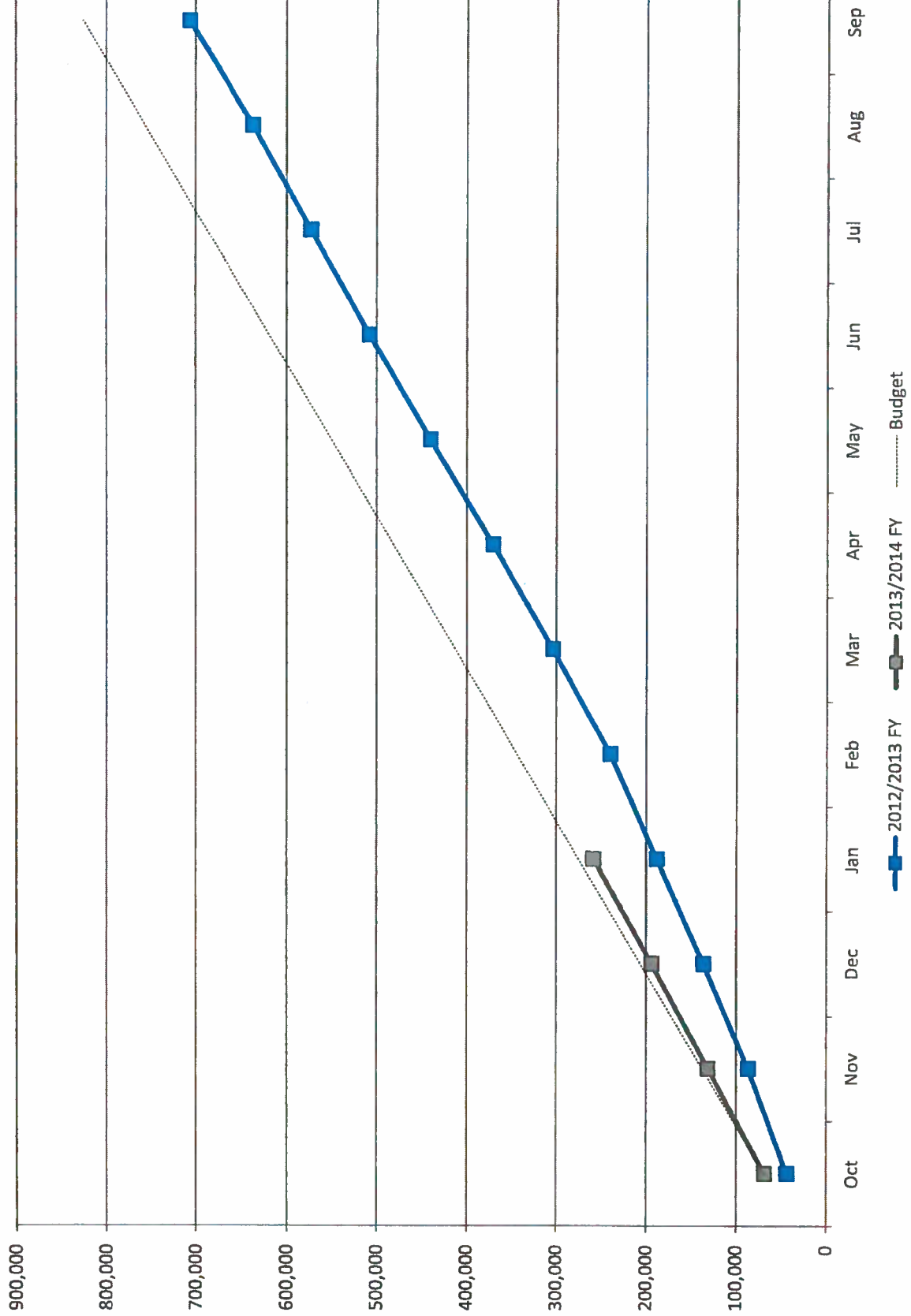


Wastewater Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

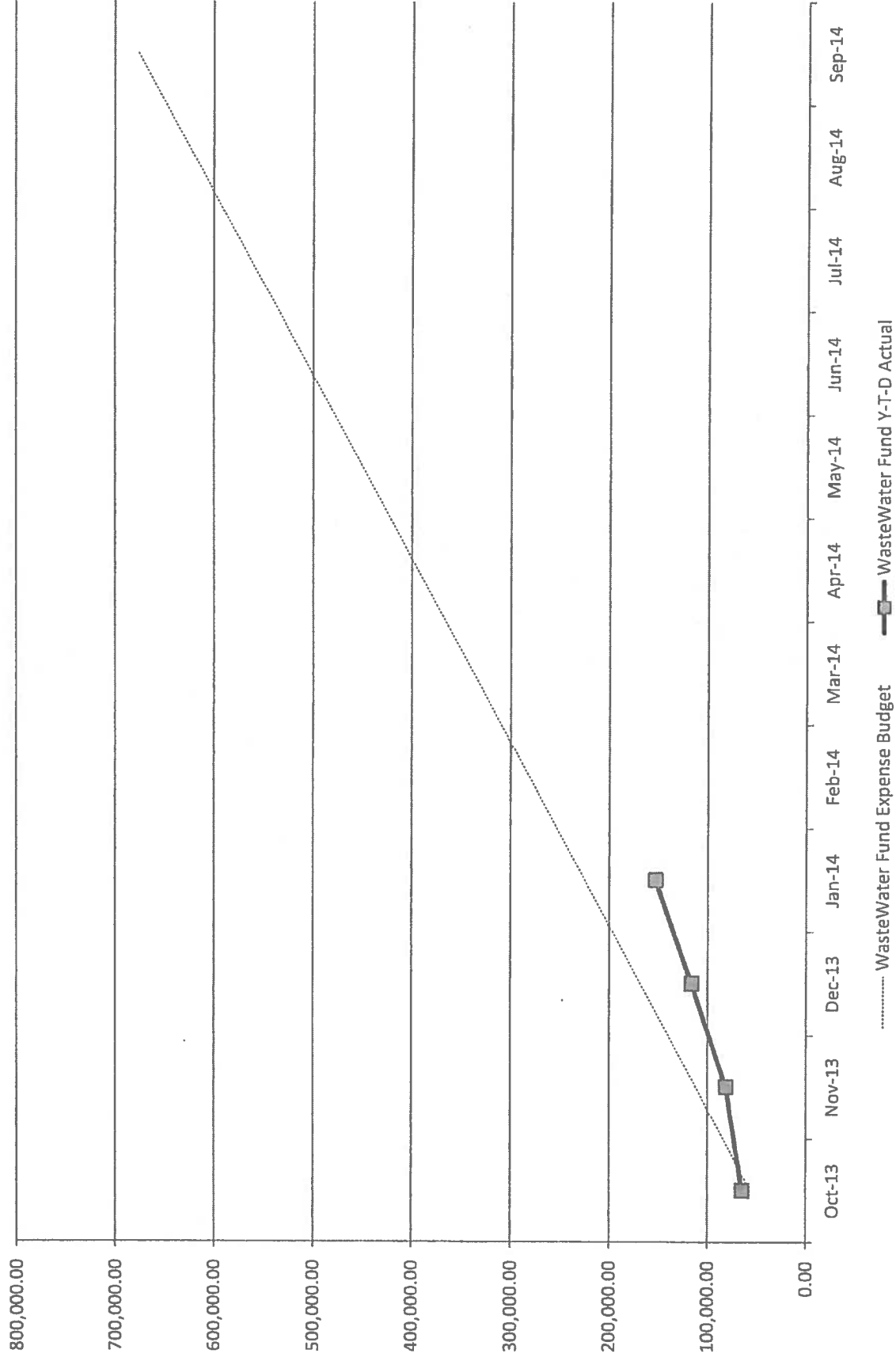


Wastewater Revenue Comparison Chart



Wastewater Fund Expense

Budget Year 10/2013 thru 9/2014



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2014705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD 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	159,314.34	103.01
MAINTENANCE	233,890	19,658.00	74,575.66	0.00	6,009.60	31.88
UTILITIES	8,750	1,029.11	2,740.40	0.00	152.34	31.32
SUPPLIES	0	0.00	152.34	0.00	12.14	0.00
MISCELLANEOUS	0	12.14	12.14	0.00	106,662.00	0.00
DEBT SERVICE	106,662	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	96,400.68	33.33
TRANSFERS	144,601	12,050.08	48,200.32	0.00	523,598.53	22.63
TOTAL 36-WASTEWATER SYSTEM	676,788	36,866.16	153,189.47	0.00	523,598.53	22.63
TOTAL EXPENDITURES	676,788	36,866.16	153,189.47	0.00	523,598.53	22.63
REVENUE OVER/(UNDER) EXPENDITURES	148,701	27,939.14	105,567.24	0.00	43,133.76	70.99

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

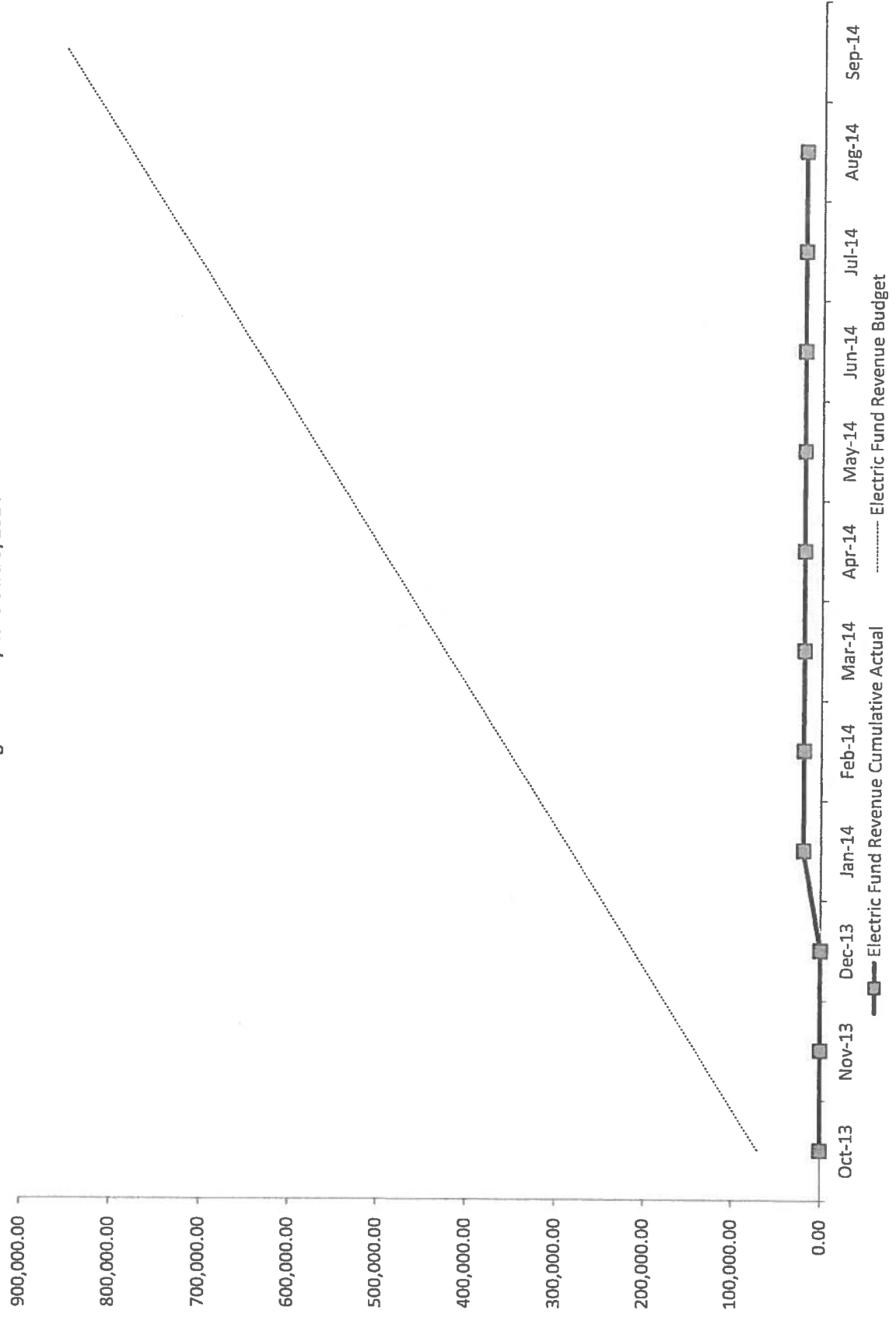
705-WASTEWATER

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD 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

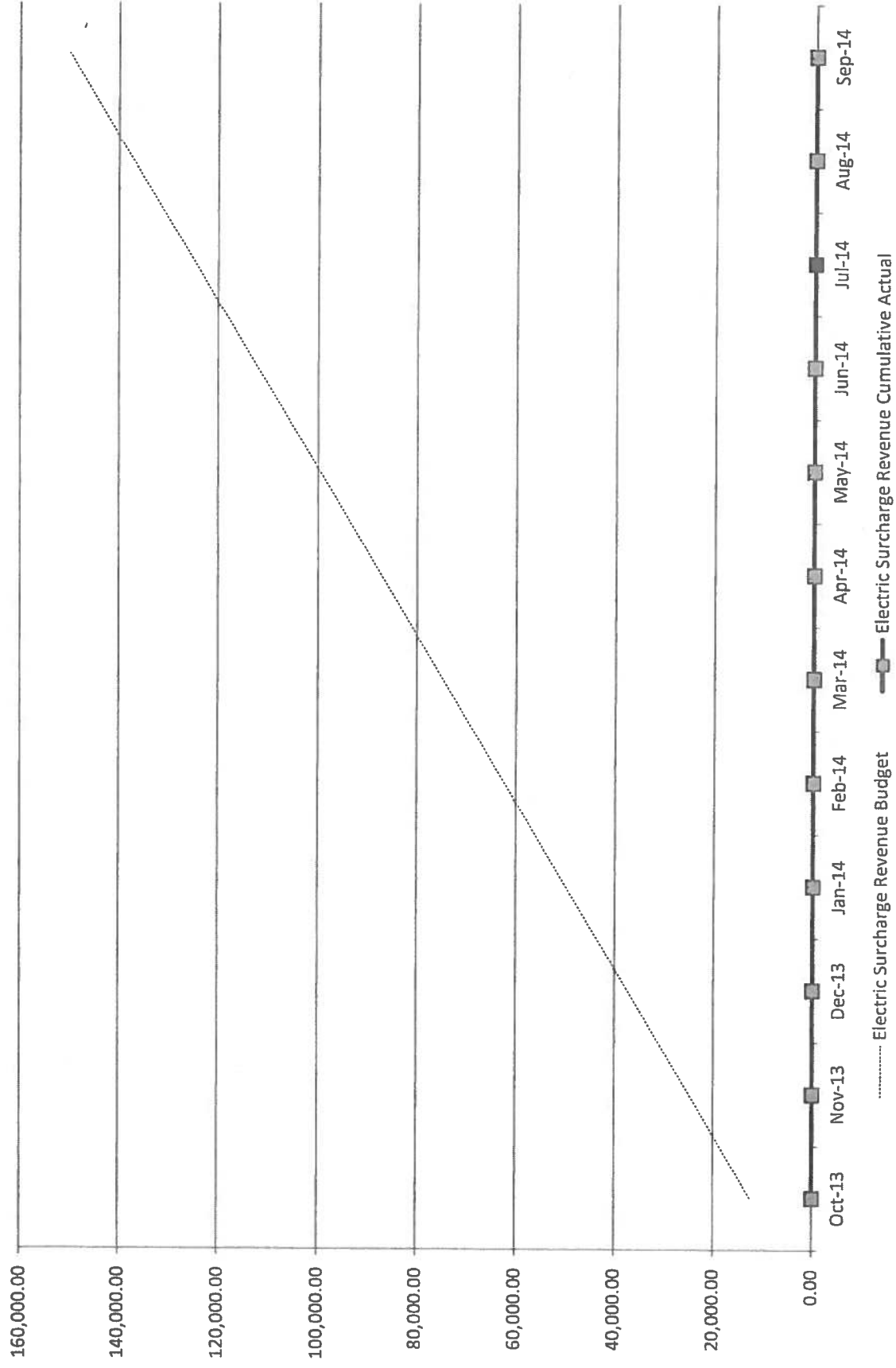
Electric Fund Revenue Progress

Budget Year 10/2013 thru 9/2014



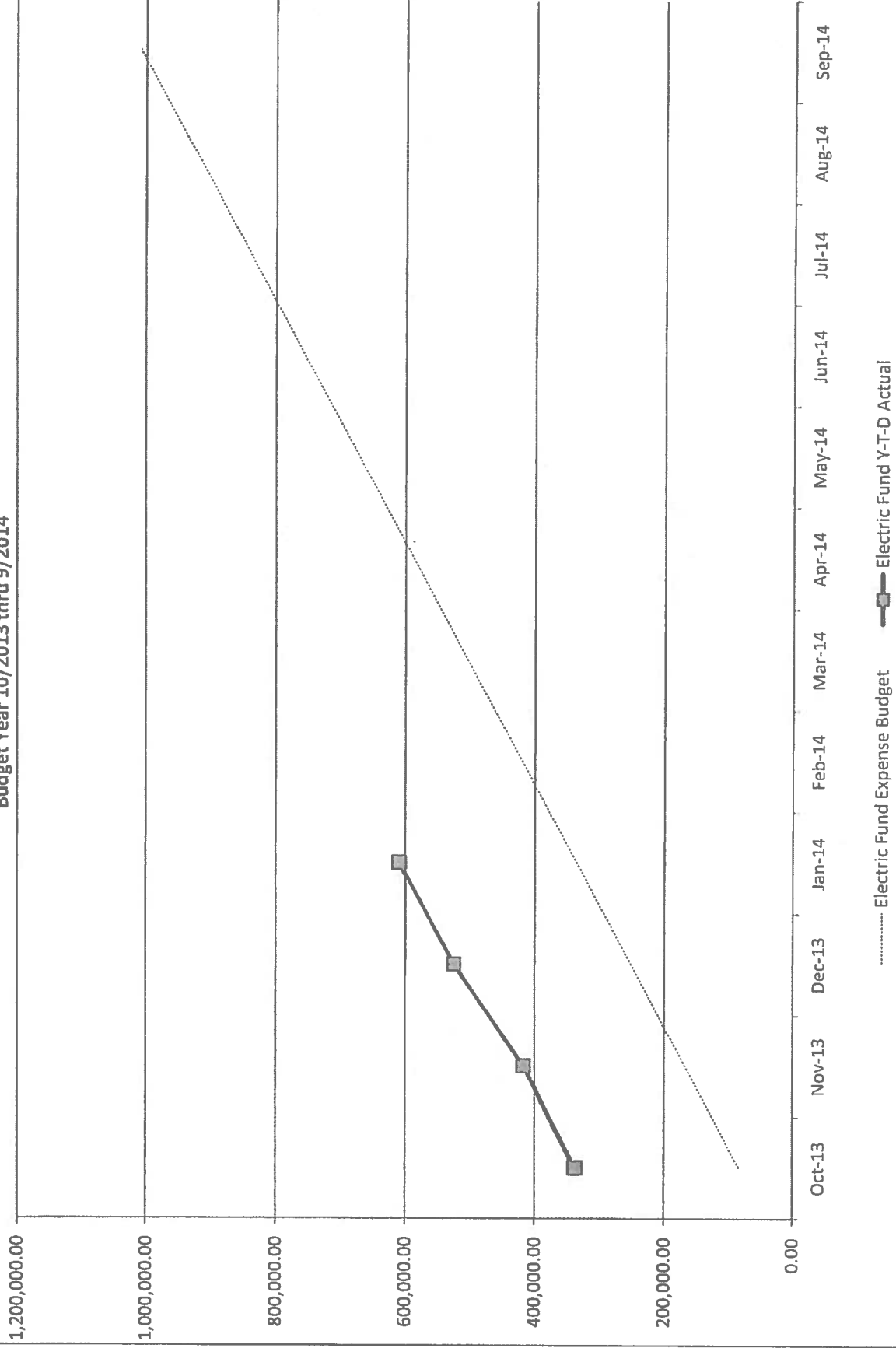
Electric Fund Surcharge Revenue Progress

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 BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD 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
TOTAL EXPENDITURES	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

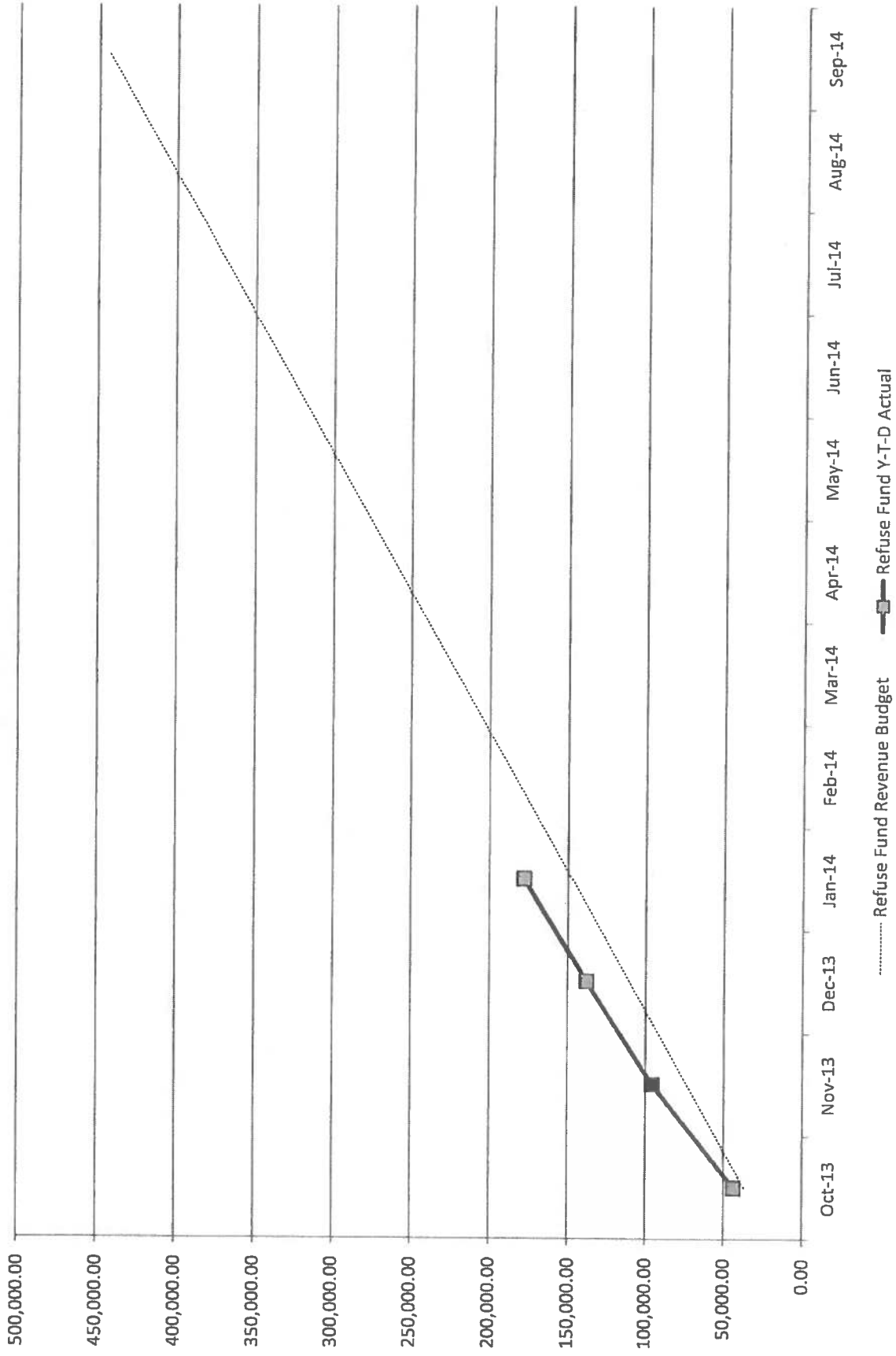
715-ELECTRIC FUND

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD 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

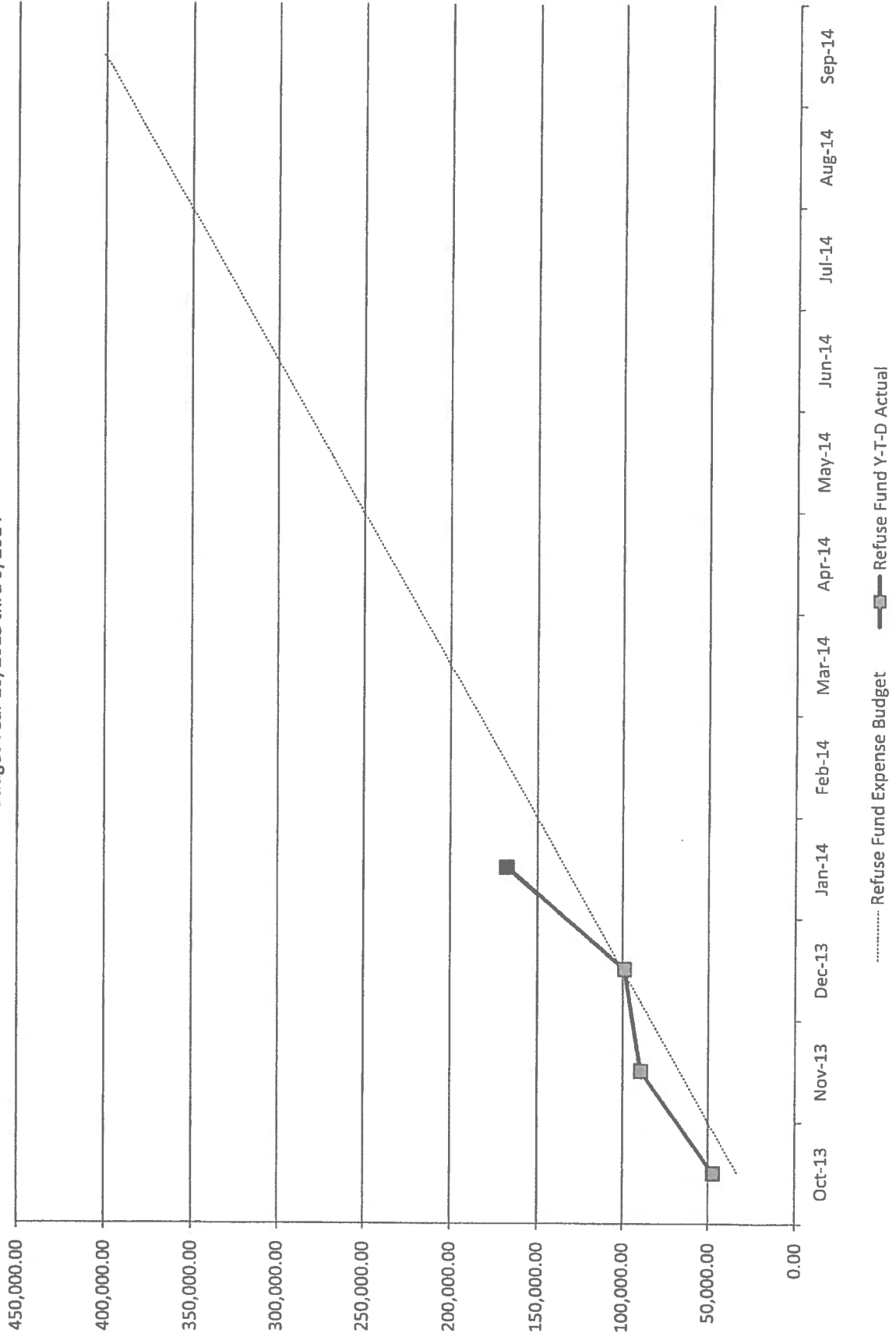
Refuse Fund Revenue Progress

Budget Year 10/2013 thru 9/2014



Refuse Fund Expense

Budget Year 10/2013 thru 9/2014



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

720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
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
<u>EXPENDITURE SUMMARY</u>						
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 BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD 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: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: CONSENT AGENDA - Police Department Report



Farmersville Police Department
134 North Washington Street
Farmersville, TX 75442
972-782-6141

Farmersville Police Department Monthly Report February-14

Total Calls For Service:

441

Tier 1 Crimes

Robbery:

0

Assault:

4

Theft:

1

Burglary:

4

Motor Vehicle Theft:

0

Tier 2 Crimes

Forgery:

0

Fraud:

0

Criminal Mischief:

0

Weapons:

1

DWI:

0

Public Intoxication:

3

Disorderly Conduct:

1

Drugs:

1

Miscellaneous

Traffic Stops:

219

Citations:

69 (83 violations)

Alarms:

8

Major Accidents:

2

Minor Accidents:

5

Agency Assist:

21

Cases filed with the District Attorney's Office:

Felony:

0

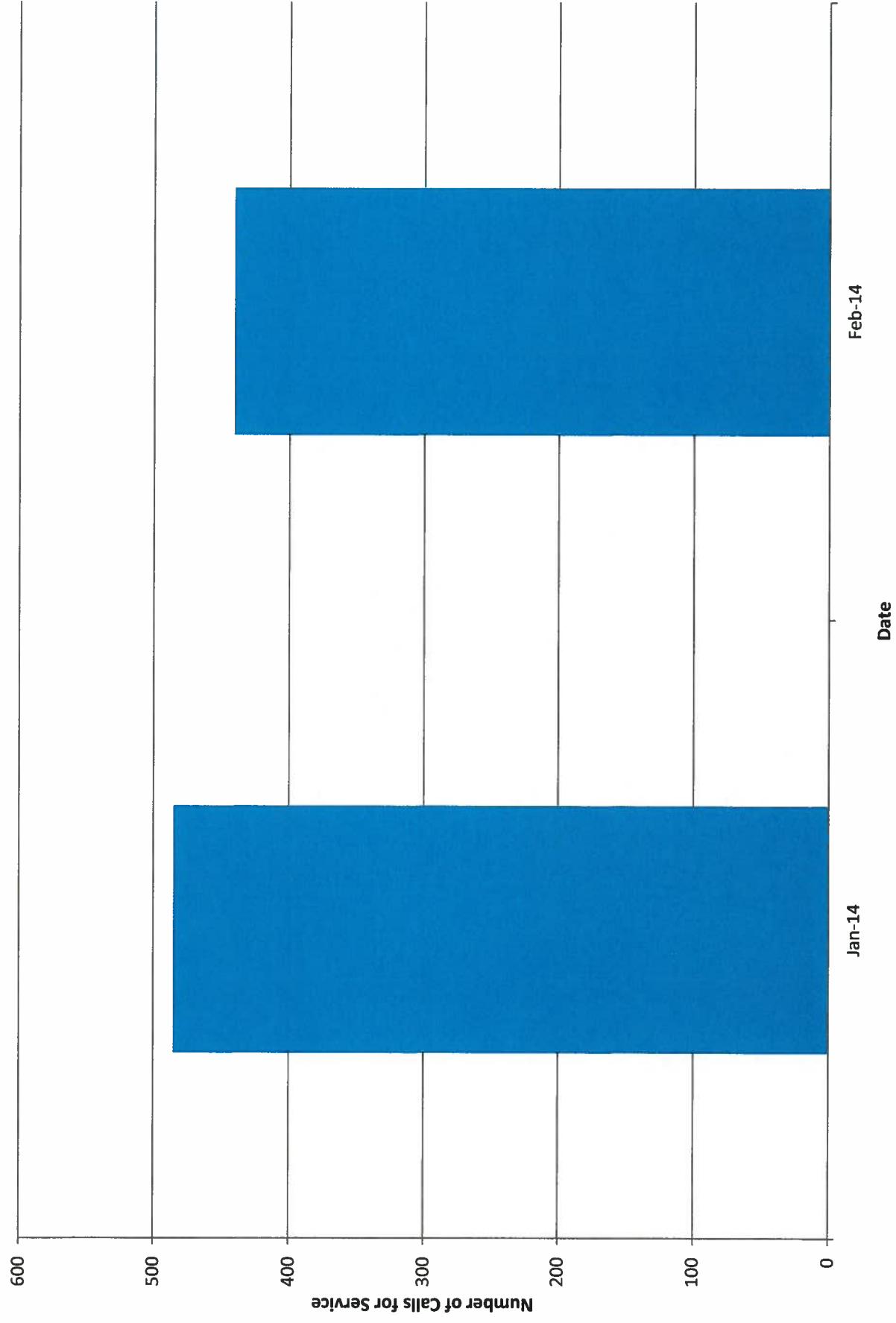
Misdemeanor:

6

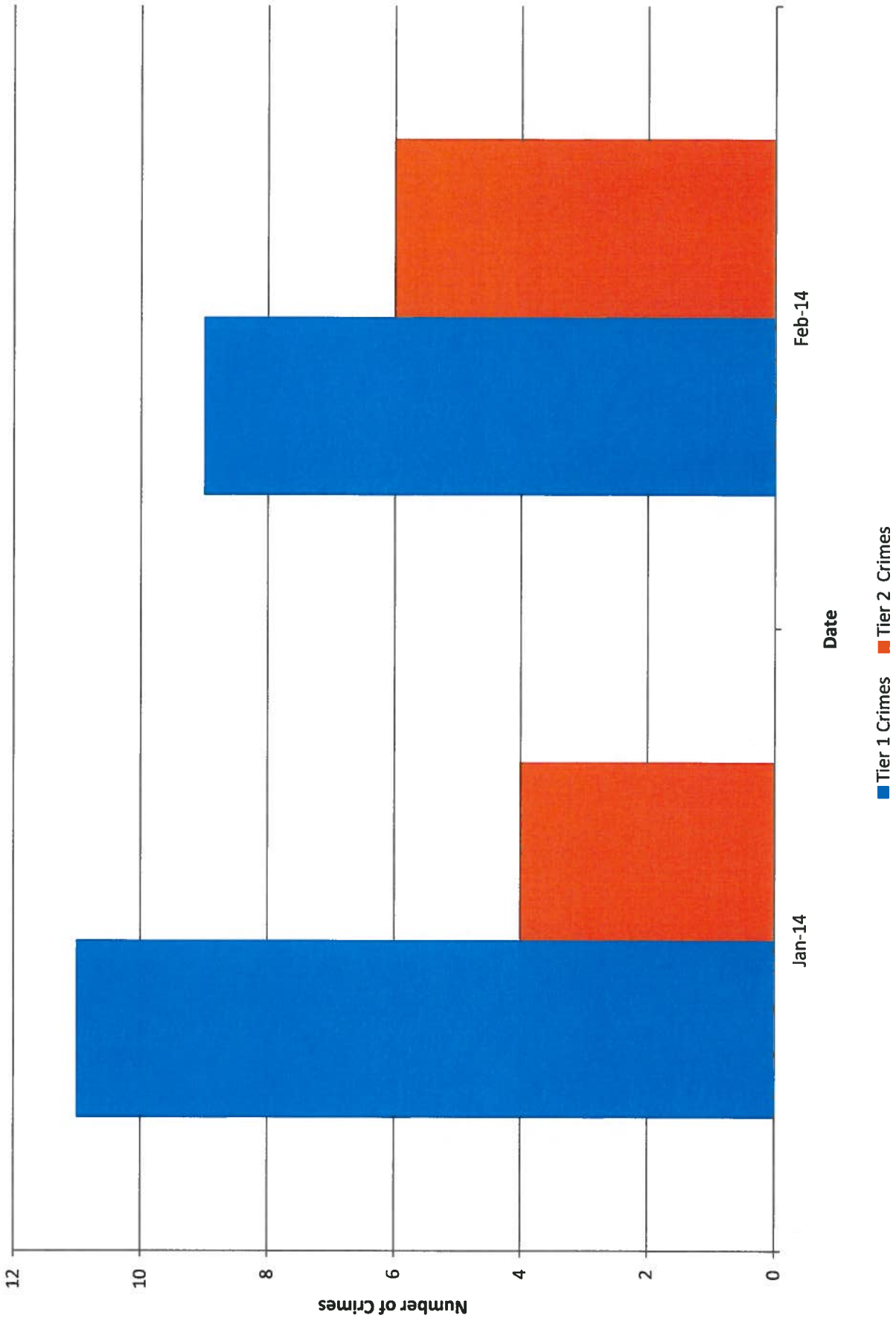
Exceptionally Cleared:

0

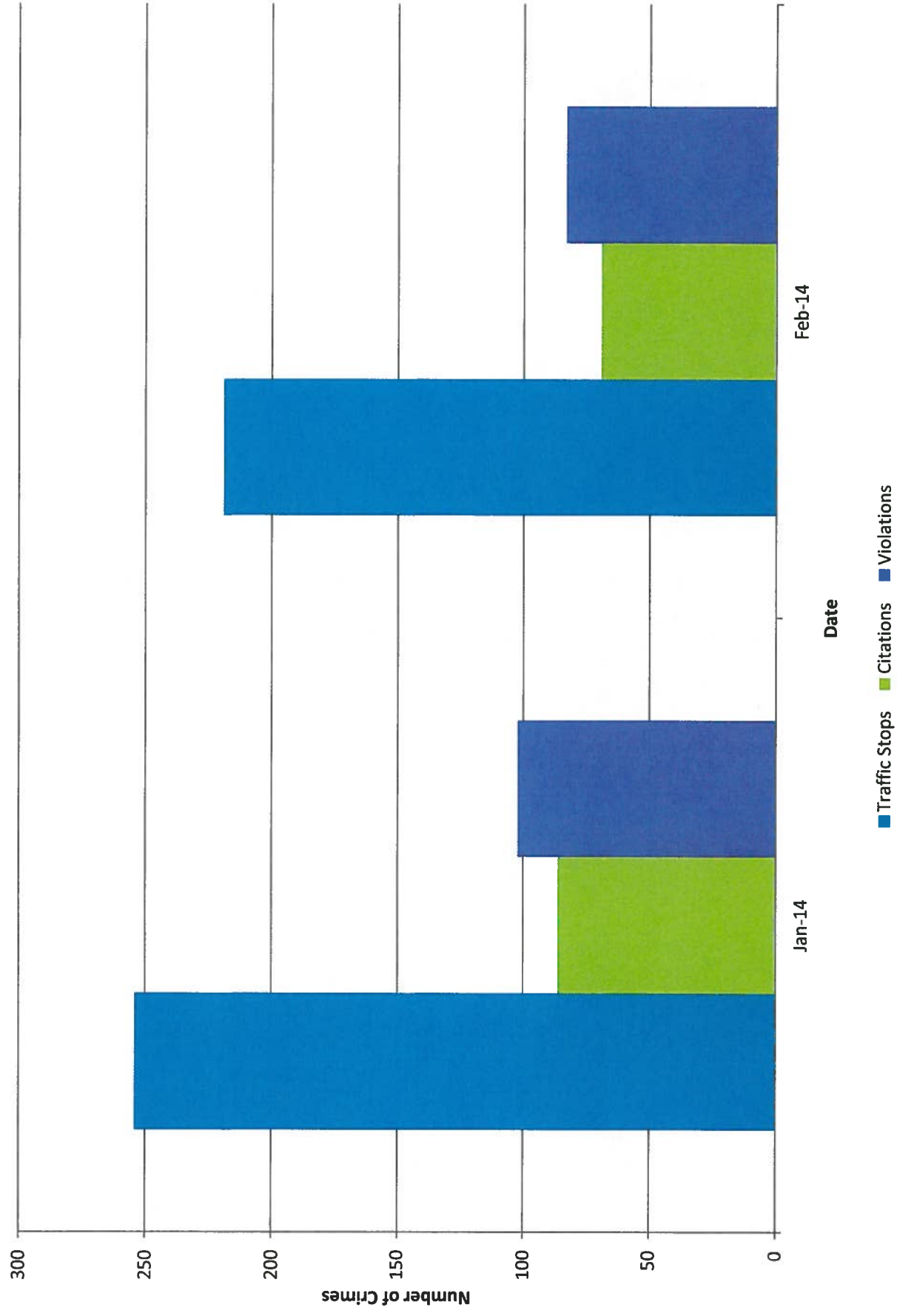
Police Department Calls for Service



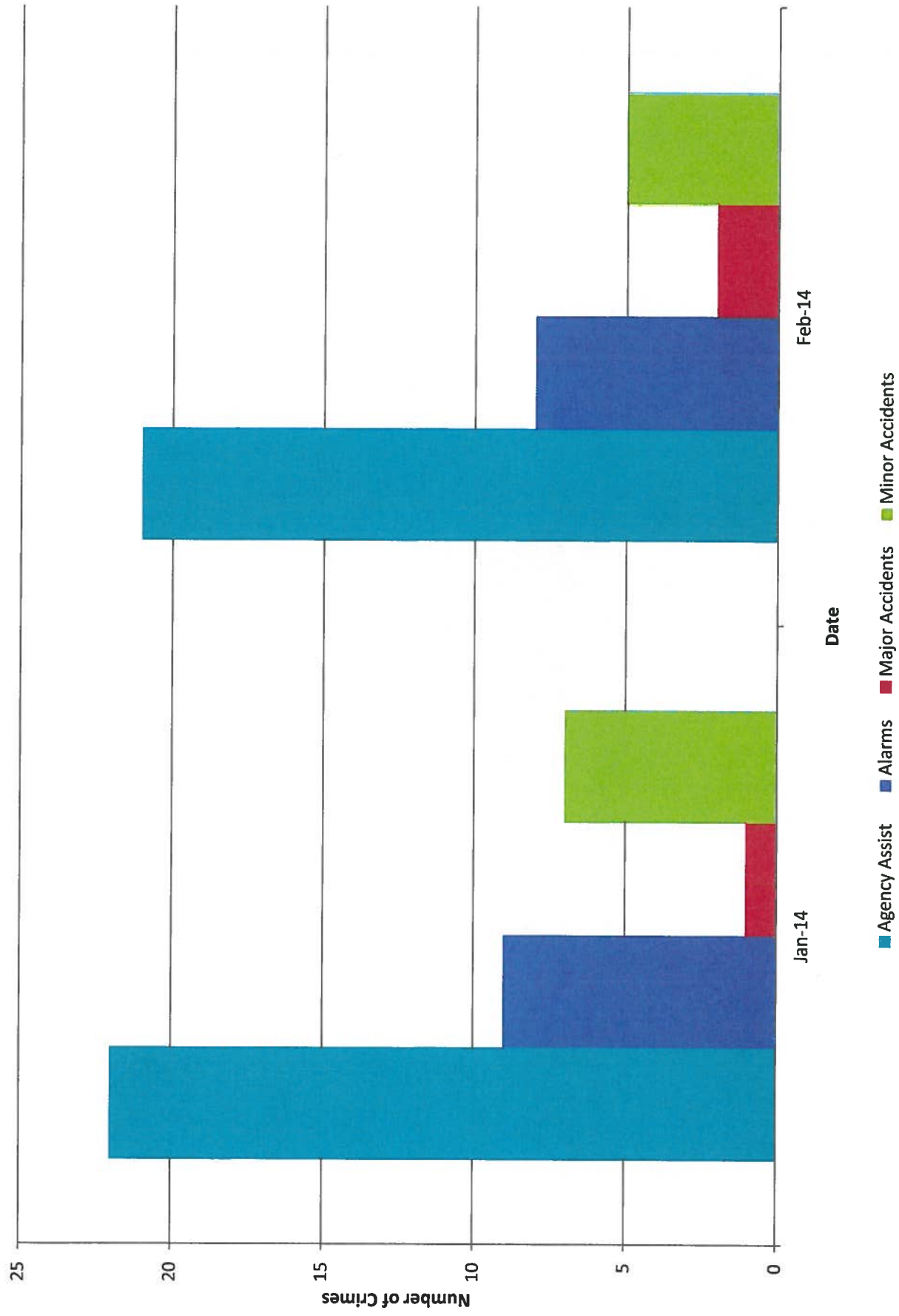
Uniform Crime Reporting



Traffic Enforcement



Police Activity





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: CONSENT AGENDA – Code Enforcement/Animal Control Report

**Farmersville Police Department
Code Enforcement**

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
02/04/2014	PR 100 #27	Appliance	X	X	X		X		02/04/2014	Recheck
02/04/2014	315 Johnson	Brush	X	X	X	X	X			Citation
02/05/2014	213 Farr Hill	Fence	X	X	X		X		02/18/2014	Extended 30 Days 2/5/2014
02/05/2014	315 S. Johnson	Take Pictures	X	X	X		X		02/05/2014	
02/05/2014	115 Buckskin	Fence	X		X		X			Extended 2/5/2014
02/05/2014	122 Buckskin	Debris, Tires	X		X		X		02/05/2014	Recheck
02/05/2014	401 Hill	Fence	X		X		X			Extended 1 Month 2/5/2014
02/05/2014	301 Santa Fe	Fence	X		X		X		02/05/2014	Recheck
02/05/2014	201 S. Rike	Metal Building	X		X		X			Extended 2 Months 2/5/2014
02/05/2014	306 Orange	Debris Back Yard	X		X		X		02/21/2014	Letter Sent 2/10/2014
02/05/2014	311 Orange	Fence Debris Yard	X		X		X		02/21/2014	Letter Sent 2/10/2014
02/05/2014	413 S. Rike	Brush, Debris	X		X		X			Extended 2/21/2014
02/05/2014	315 Summit	Mattresses	X		X		X		02/21/2014	Letter Sent 2/10/2014
02/05/2014	105 Short	Carpet Padding	X		X		X		2/21/2014	Letter Sent 2/10/2014
02/10/2014	118 Bois D'Arc	Stop Work Order	X	X			X		02/10/2014	Posted Letter
02/10/2014	116 Prospect	Shed-No Permit	X				X		02/10/2014	Taking Shed down
02/10/2014	214 Austin	Furniture, Debris	X	X			X		02/21/2014	Spoke w/Owner
02/10/2014	302 Austin	Furniture	X	X	X		X			Extended 2/21/2014
02/10/2014	122 Houston	Tires	X		X		X		02/10/2014	Recheck
02/10/2014	515 Windom	Building Debris	X		X		X		02/10/2014	Recheck
02/10/2014	210 Neathery	Debris, Pallets	X		X		X		02/10/2014	Recheck
02/10/2014	602 Jouette	Building Debris	X		X		X		02/21/2014	Extend 2/10/2014
02/10/2014	508 Jouette	Building Debris	X				X		02/21/2014	Letter Sent 2/12/2014
02/10/2014	510 Jouette	Building Debris	X		X		X		02/21/2014	Letter Sent 2/12/2014
02/10/2014	512 Jouette	Building Debris	X		x		X		02/21/2014	Letter Sent 2/12/2014
02/10/2014	600 Jouette	Building Debris	X		X		X		02/21/2014	Letter Sent 2/12/2014
02/10/2014	309 Prospect	Furniture, Appliances	X		X		X		02/21/2014	Letter Sent 2/12/2014
02/10/2014	418 N. Washington	Numerous	X	X	X		X			Extended 2/21/2014
02/10/2014	607 Maple	Fence	X		X		X			Extended 2/24/2014
02/10/2014	109 N. Hamilton	Shed	X		X		X			Final Notice Sent 2/25/2014
02/10/2014	206 Sycamore	Fence	X		X		X			Final Notice Sent 2/25/2014
02/10/2014	501 Jouette	Fence	X		X		X		02/10/2014	Recheck
02/10/2014	408 Gaddy	Fence	X		X		X		02/26/2014	408 Gaddy's Fence
02/10/2014	117 McKinney	Debris	X		X		X		02/10/2014	Recheck
02/10/2014	405 Neathery	Garage	X		X		X		02/21/2014	Extend 2/10/2014
										Final Notice Sent 2/25/2014

Farmersville Police Department
Code Enforcement

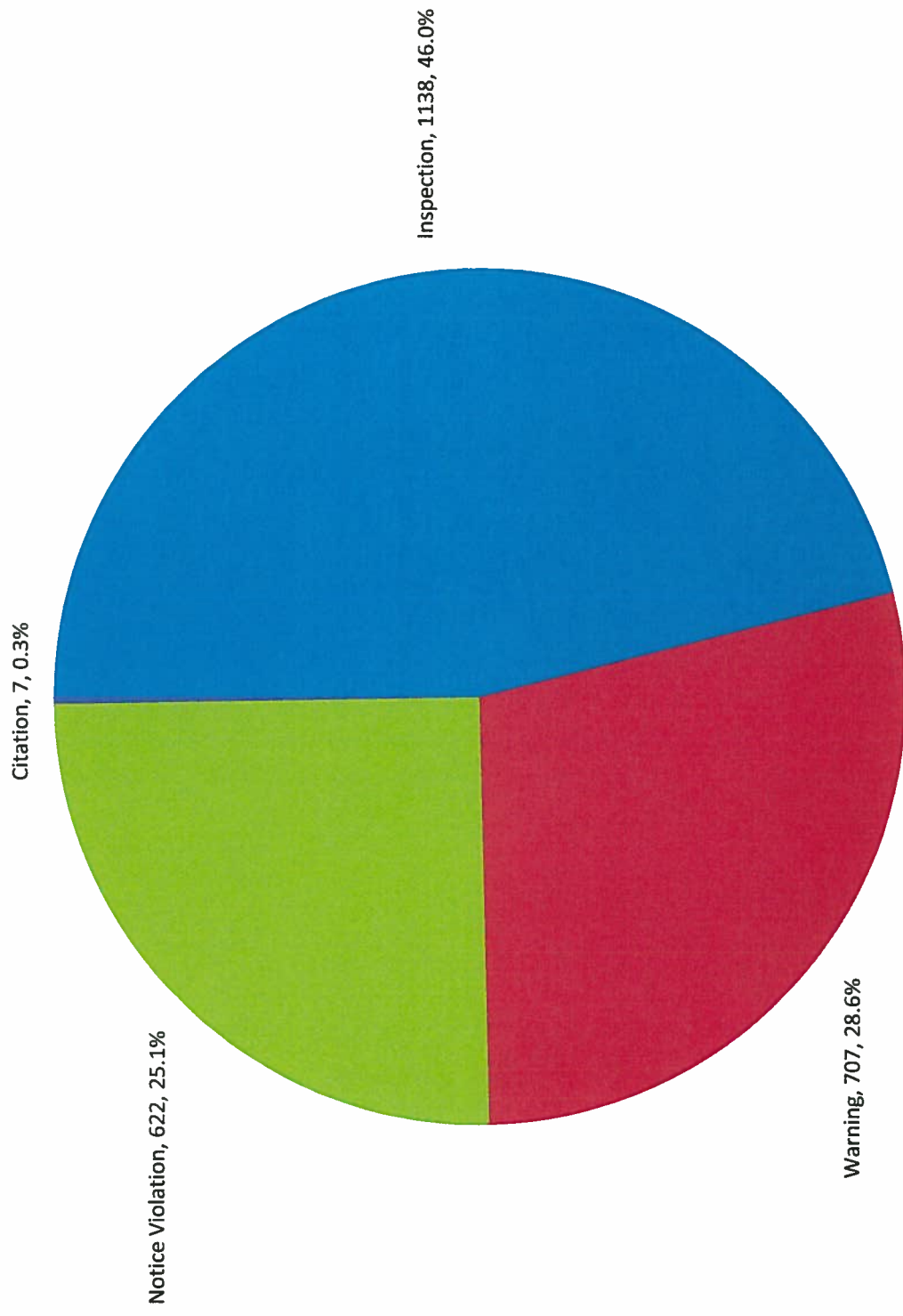
Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
02/11/2014	309 Haislip	Demolished	X		X		X		02/11/2014	
02/11/2014	108 Pendleton	Carpet in Drive Way	X		X		X			Extended 2/24/2014
02/11/2014	202 Murchison	Debris	X		X		X			Extended 2/24/2014
02/11/2014	309 Murchison	Mattress in Drive Way	X	X			X			Email Sent to Owner 2/18/2014
02/11/2014	202 Woodard	Debris	X		X		X		02/20/2014	Final Notice Sent 2/12/2014
02/11/2014	106A Beech	Debris	X		X		X		02/11/2014	Recheck
02/12/2014	610 S. Rike	Appliance	X	X			X		02/14/2014	Spoke w/Owner
02/12/2014	606 Jouette	Building Debris	X		X		X		02/21/2014	Letter Sent 2/14/2014
02/12/2014	609 Jouette	Building Debris	X		X		X		02/21/2014	Letter Sent 2/12/2014
02/14/2014	413 S. Rike	Appliances	X		X		X			Letter Sent 2/18/2014
02/14/2014	307 Audie Murphy	Cert of Occup	X				X		02/18/2014	Has Cert of Occupancy
02/14/2014	407 S. Rike	Tires	X	X			X		02/14/2014	Tires on Rims
02/14/2014	312 Orange	Building Debris	X	X			X			Letter Sent
02/14/2014	305 Bois D'Arc	Tree Down	X		X		X			Letter Sent 2/18/2014
02/14/2014	413 Summit	Appliance	X		X		X			Letter Sent 2/18/2014
02/14/2014	308 College	Mattress, Furniture	X		X		X			Letter Sent 2/18/2014
02/14/2014	308 Austin	Appliances	X	X			X			Spoke w/Owner
02/14/2014	319 Austin	Debris	X	X			X		02/21/2014	Spoke w/Owner
02/18/2014	301 McKinney	Sign	X	X			X		02/18/2014	Spoke w/Owner
02/20/2014	116 Woodard	Search Warrant							02/20/2014	
02/20/2014	PR 100 #42	Furniture, Debris	X	X			X			Spoke w/Owner
02/21/2014	305 Austin	Appliance	X	X			X			Spoke w/Owner
02/24/2014	PR 100 #23	Fridge in Back Yard	X				X			Left Card
02/24/2014	111 Wilcoxson	Tires, Shelter, etc	X	X			X			City Put in Work Order
02/24/2014	Farmersville Tires	Tires	X	X			X			Spoke w/Owner
02/24/2014	PR 100 #8	Tires, Debris	X	X			X			Spoke w/Owner
02/24/2014	PR 100 #15	Appliance	X	X			X			Spoke w/Owner
02/24/2014	Mt Calvary Church	Trees Storm	X	X			X			Spoke w/Owner
02/24/2014	111 Wilcoxson	Unsafe Building Sign	X	X			X		02/25/2014	Sent Brush Pick Up Letter
02/24/2014	311 Windom	Building Porch	X				X		02/25/2014	
02/24/2014	McCraw-N. Washington	Trees-Storm	X				X		02/24/2014	Had Permit
02/24/2014	Stevenson-Audie Murphy	Brush	X	X			X		02/25/2014	Sent Brush Pick Up Letter
02/26/2014	Soto-Audie Murphy	Brush	X	X			X		02/27/2014	Sent Brush Pick Up Letter
02/26/2014	1027 Old Josephine	Pile Debris Back Yard	X		X		X			Letter Sent 2/27/2014
02/26/2014	801 S. Main	Mattress, Debris	X		X		X			Letter Sent 2/27/2014

Farmersville Police Department
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
02/26/2014	205 Abbey	Tree Limbs	X	X			X		02/27/2014	Sent Brush Pick Up Letter
02/26/2014	208 Abbey	Brush Back Yard	X	X			X		02/27/2014	Sent Brush Pick Up Letter
02/26/2014	711 N. Main	Brush Back Yard	X	X			X		02/27/2014	Given Brush Pick Up Info
02/26/2014	414 N. Main	Tree Limbs	X	X			X		02/26/2014	Left Brush Pick Up Letter
02/26/2014	412 N. Main	Brush	X	X			X		02/26/2014	Left Brush Pick Up Letter
02/26/2014	410 N. Main	Tires	X	X			X			Spoke w/Owner
02/27/2014	318 N. Hamilton	Brush Back Yard	X	X			X		02/27/2014	Given Brush Pick Up Info
02/27/2014	510 Jouette	Pile Debris	X	X			X			Letter Sent 2/28/2014
02/27/2014	502 Ryan Cir	Pile Debris	X	X			X			Letter Sent 2/28/2014
02/27/2014	503 Park	Fence	X	X			X			Letter Sent 2/28/2014
02/27/2014	202 Hale	Brush	X	X			X		02/27/2014	Given Brush Pick Up Info
02/27/2014	509 Jackson	Brush	X	X			X		02/27/2014	Recheck
02/27/2014	202 Murchison	Brush	X	X			X		02/27/2014	Recheck

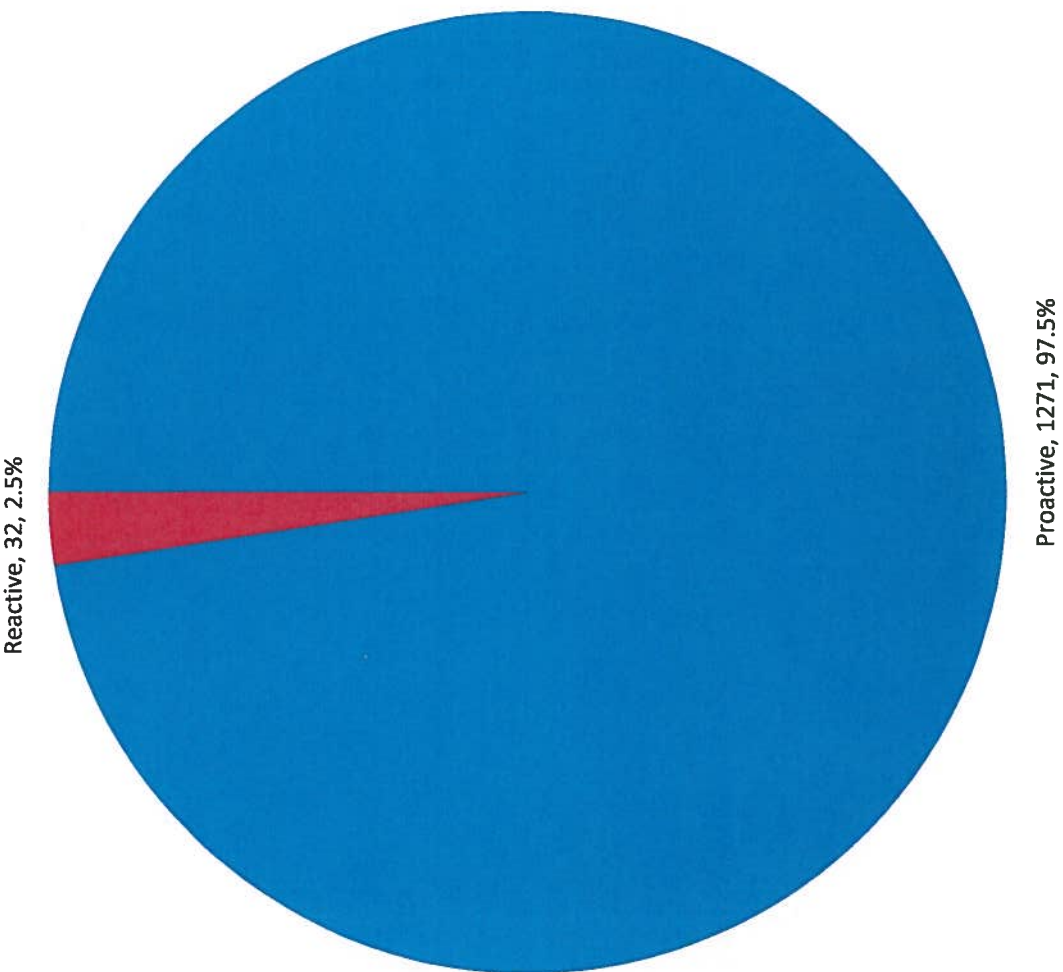
Code Enforcement Activity Results

City of Farmersville Police Department



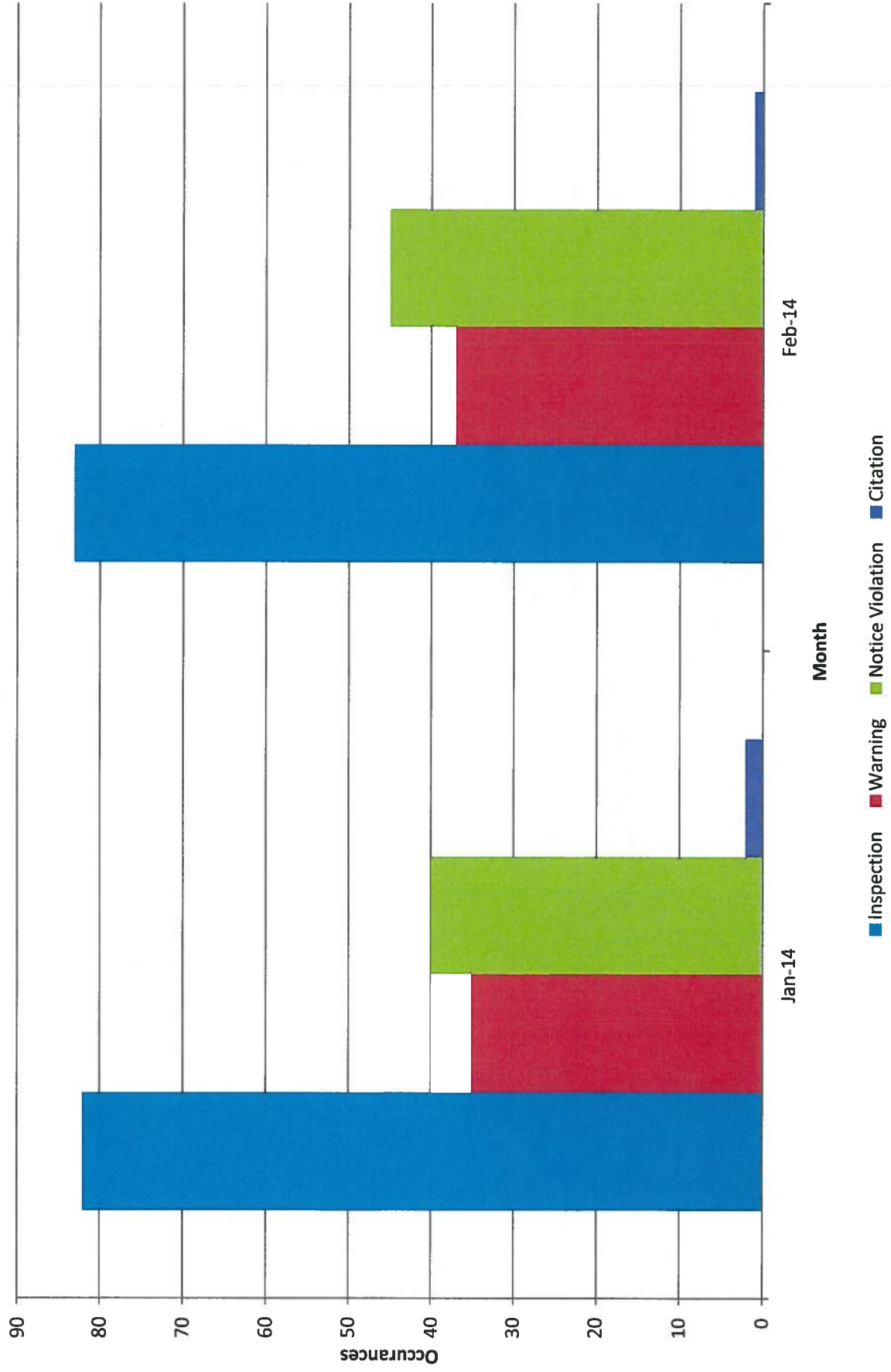
Code Enforcement Activity Results

City of Farmersville Police Department



Code Enforcement Activity Results

City of Farmersville Police Department



**FARMERSVILLE POLICE DEPARTMENT
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT**

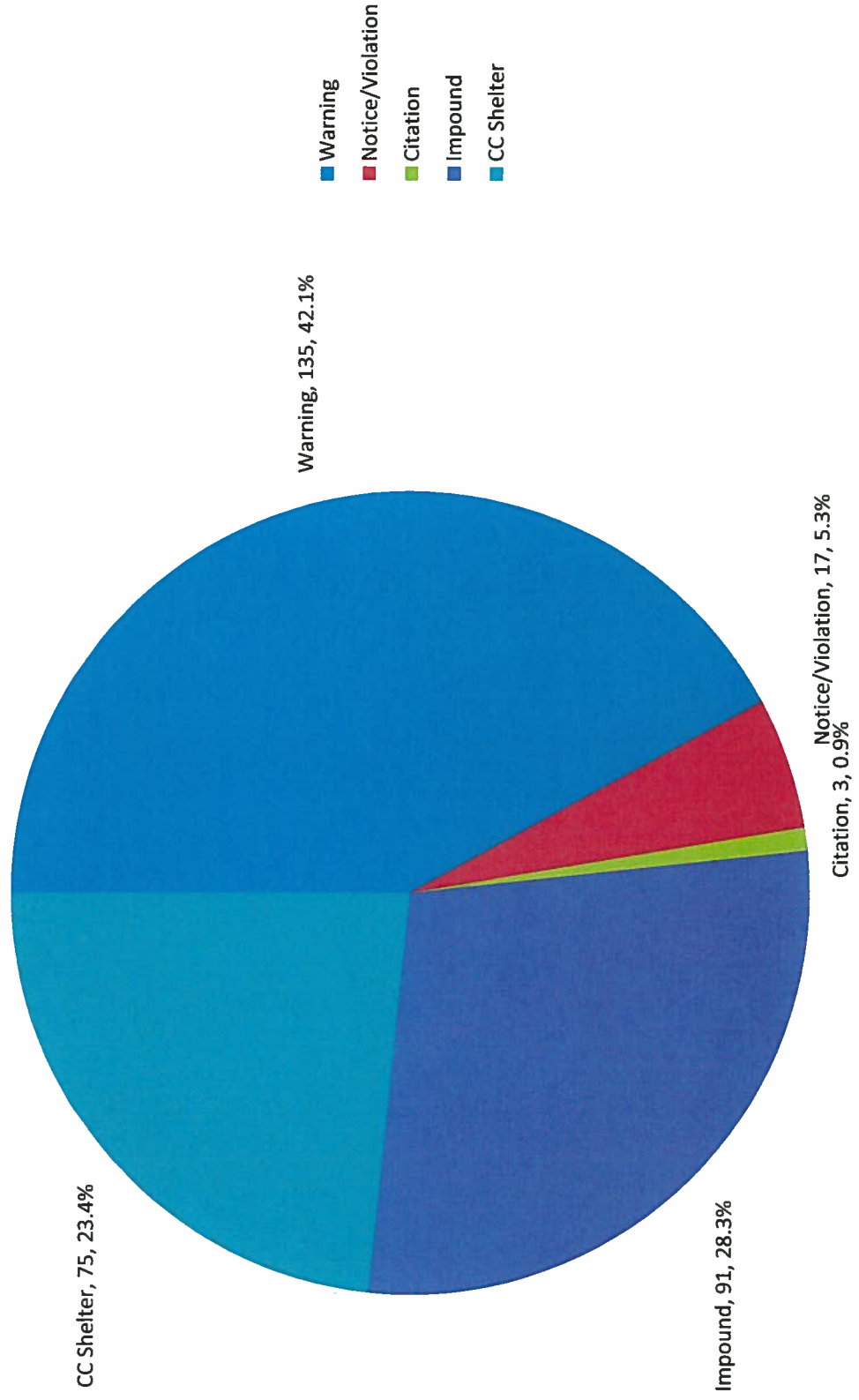
DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL CITATION	IMPOUND	CC SHELTER	CFS#
02/04/2014	Stray Dogs	317 College	CCAS				X	
02/04/2014	Loose Live Stock	Hwy 78 & CR 614	Unable to Locate					
02/05/2014	Sick Raccoon	Hwy 380 & CR 357	Euthanized					
02/08/2014	Raccoon	301 Locust	Unable to Locate					
02/08/2014	Raccoon	1423 Pecan Creek	Code Explained					
02/08/2014	Dogs	312 Hill	Will Keep to Monday					
02/10/2014	2 Stray Dogs	312 Hill	3 Dogs in Yard					Owner Not Home
02/12/2014	Dead Dog	Hwy 78	Disposed Of					
02/12/2014	Stray Dog	316 N. Washington	Unable to Locate					
02/12/2014	Loose Dog	N. Rike	Puit Back In Fence	X				
02/13/2014	Loose Cow	CR 2194/Hwy 78	Unable to Locate					
02/13/2014	Stray Dog	316 N. Washington	CCAS				X	
02/14/2014	Complaint	302 Austin	Animal's Ok					
02/14/2014	Loose Dogs	Austin	Returned to Owner	X				
02/14/2014	Loose Dog	309 College	Put In Fence	X				
02/14/2014	Loose Dog	308 College	Letter to Owner		X			
02/14/2014	Crying Puppies	308 Austin	Spoke w/Owner	X				
02/14/2014	Loose Dog	Lincoln	Spoke w/Owner	X				
02/14/2014	Loose Live Stock	Hwy 78 & CR 2194	Returned to Owner	X				
02/14/2014	Loose Dog	Hwy 78	Unable to Locate					
02/16/2014	Hurt Dog	Hwy 380	Pound			X		
02/18/2014	Pick Up Dog	Pound	CCAS				X	
02/18/2014	Loose Live Stock	Hwy 380	Returned to Owner	X				
02/18/2014	Loose Dog	Brookshire	Lost Track of Dog					
02/18/2014	Dog Complaint	308 Austin	Getting Rid of Dogs	X				
02/18/2014	Loose Dog	308 College	Given NOV		X			
02/19/2014	Loose Dog	Brookshire	Went Into County					
02/20/2014	Loose Dog	N. Rike	Returned to Owner	X				
02/20/2014	Stray Cat	Funeral Home	Pound			X		
02/21/2014	Loose Live Stock	CR 1077	CCSO Handled					
02/21/2014	Return Trap	Funeral Home						
02/21/2014	Loose Dog	N. Rike	Put in Fence	X				
02/22/2014	Stray Puppy	405 Summit	Kept Puppy					
02/24/2014	Stray Cat	Funeral Home	Pound			X		
02/24/2014	Improper Tether	PR 100 #23	Left Card					
02/24/2014	Improper Tether	210 Maple	Spoke w/Owner	X				
02/24/2014	Loose Dog	Maple	Returned to Owner	X				
02/24/2014	Loose Dog	N. Rike	Returned to Owner	X				
02/24/2014	Return Trap	Funeral Home						

**FARMERSVILLE POLICE DEPARTMENT
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT**

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL	CITATION	IMPOUND	CC SHELTER	CFS#
02/24/2014	Loose Dogs	Summit/Farr Hill	Unable to Locate						
02/25/2014	Stray Puppies	Austin	CCAS (4)					X	
02/26/2014	Stray Cat	Funeral Home	Pound				X		
02/26/2014	Loose Dog	1037 Old Josephine	Left Card						
02/26/2014	Return Trap	Funeral Home							
02/26/2014	Loose Dog	401 Summit	Unable to Locate						
02/27/2014	Stray Dog	Summit	Went Into Junk Yard						

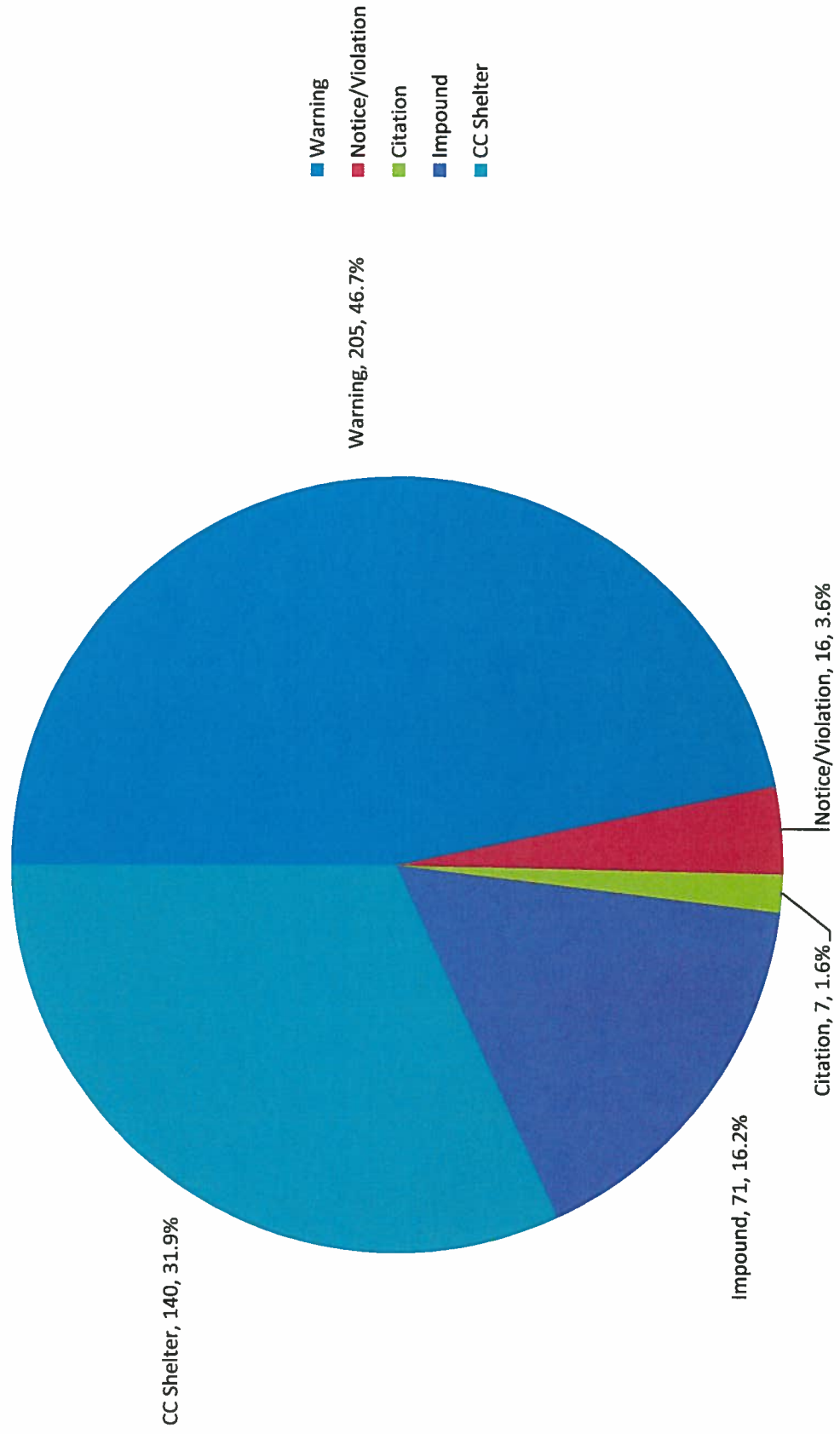
Animal Control Activity Results

Farmersville Police Department
Cumulative, Calendar Year 2014



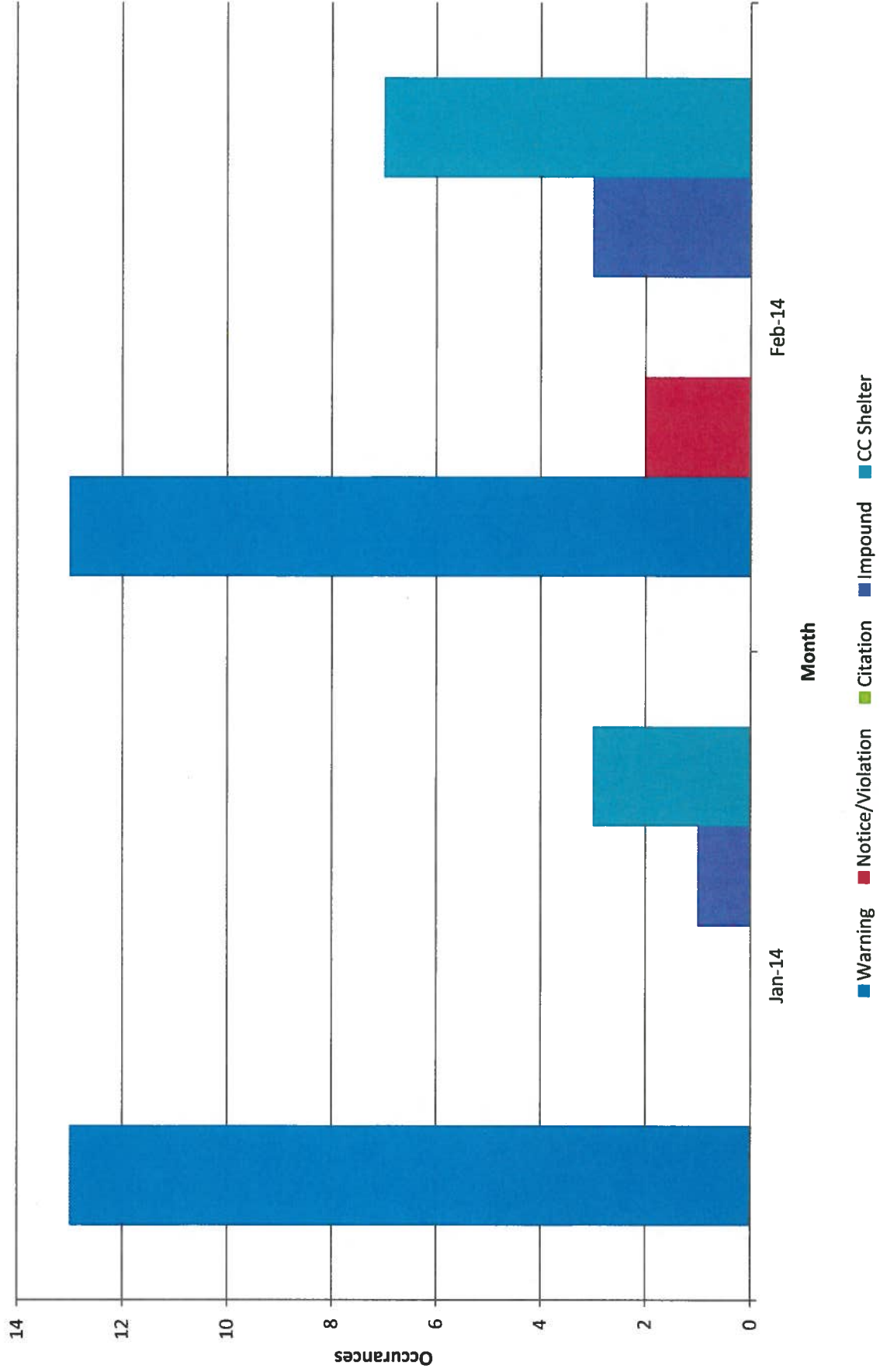
Animal Control Activity Results

Farmersville Police Department
Cumulative, Calendar Year 2014



Animal Control Activity Results

Farmersville Police Department





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: CONSENT AGENDA – School Resource Officer Report

Month of:

Februa

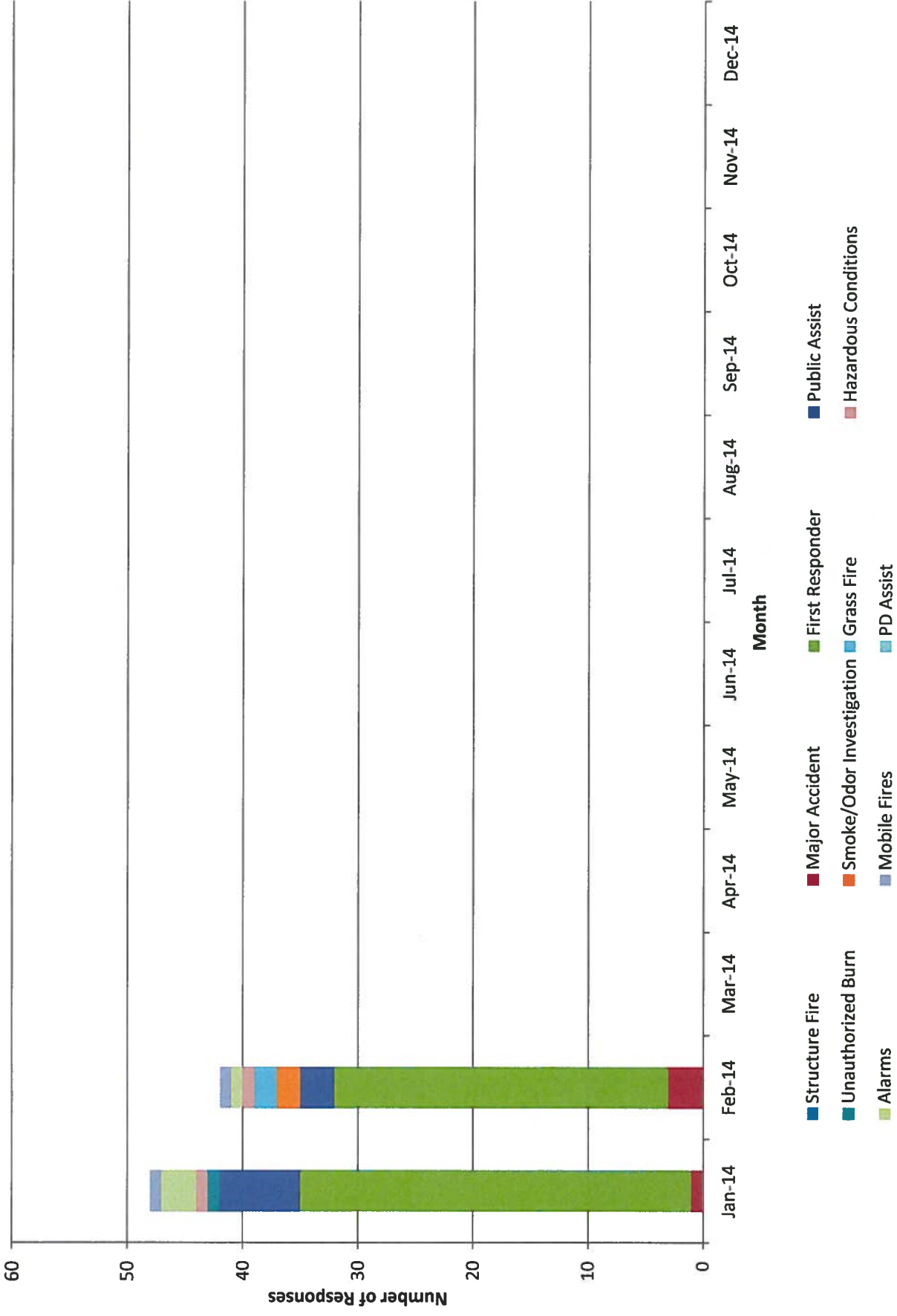
Officer: Williams

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
FTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Curfew Viol	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Trespassing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Drug Para	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MIP Tobacco	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MIP Alcohol	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Assault M/C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
D/C Language	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
D/C Fighting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Class Disrupt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Disrup Trans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LETS Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Presentation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Events Worked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Off/Inc Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	1	
Arrest	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Extra Patrols	0	0	2	2	2	2	2	0	0	2	2	2	2	2	2	0	0	2	2	2	2	2	0	2	2	2	2	2	2	2	2	38	38
Student Contact	0	0	3	1	0	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	3	0	10	10	
PTA Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Counsel Forms	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Safety Drills	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Parent Contacts	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	4	4	
Res Chks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Traffic Stops	0	0	0	0	1	0	0	0	0	0	0	1	0	1	0	0	0	0	3	0	0	0	0	0	0	2	0	0	0	0	8	8	
TOTAL	0	0	5	4	3	2	3	0	0	2	4	3	2	3	0	0	0	2	6	2	3	0	0	0	2	4	2	3	6	0	0	61	

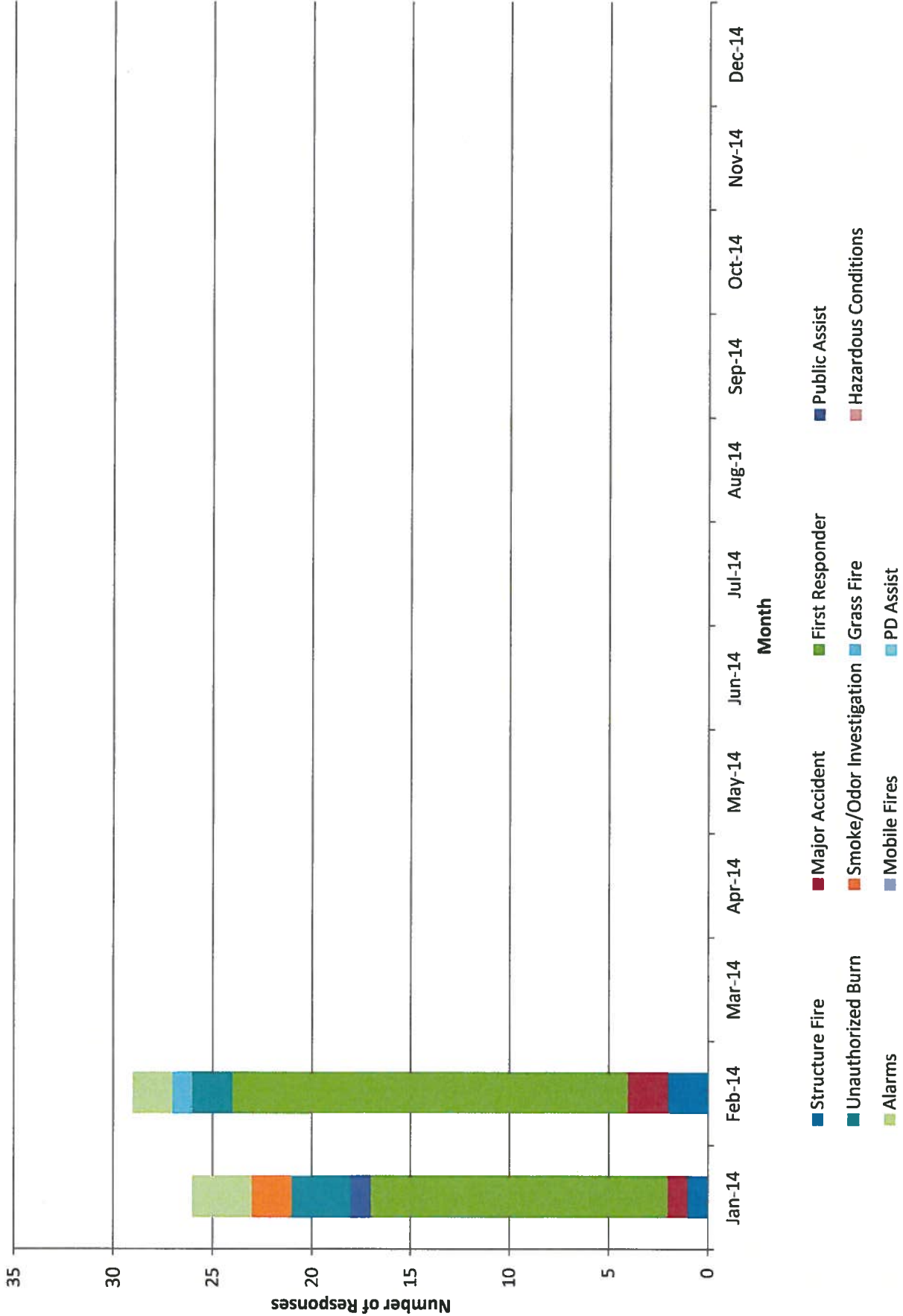


TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: CONSENT AGENDA – Fire Department Report

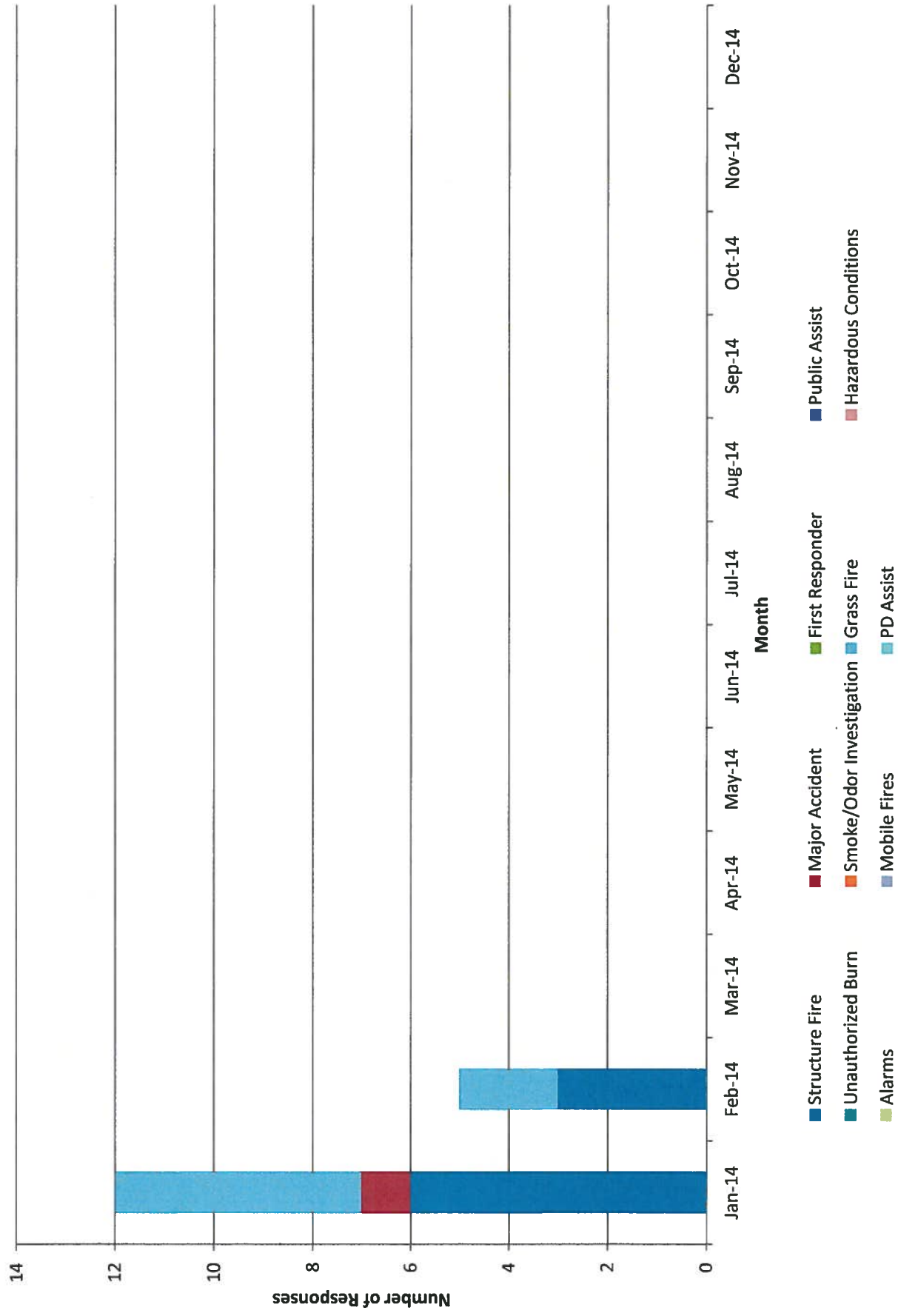
Farmersville Fire Department City Responses



Farmersville Fire Department County Responses



Farmersville Fire Department Mutual Aid Responses



FARMERSVILLE FIRE DEPARTMENT MEMBERSHIP ROSTER

<u>Members Name</u>	<u>Fire Status</u>	<u>First Responder Status</u>
Calverly, Chris	Academy (Non-Certified)	First Aid, CPR
Chandler, Russell	N/A	EMT
Davis, Kenney	Introductory	EMT (Non-Certified)
Dehart, Tracy	Commissioned (Non-Certified)	EMT (Non-Certified)
Durbin, Larry	Introductory	EMT
Durbin, Steve	Introductory	First Aid, CPR
Erickson, Jeff	Commissioned (Non-Certified)	Paramedic (Non-Certified)
Farris, Shannon	Introductory	EMT
Fox, David	Introductory	First Aid, CPR
Gomez, Daniel	Introductory	First Aid, CPR
Hansen, Jake	Introductory	EMT (Non-Certified)
Howell, Joshua	Trainee	Trainee
Lisman, Kevin	Commissioned	EMT
Macomber, Mike	SFFMA Advanced	EMR (Non-Certified)
Morris, Kim	Commissioned	Paramedic
Pollard, Aaron	Commissioned	EMT
Pollard, Barry	Commissioned	EMT
Pollard, Bradley	Commissioned	EMT
Rubadue, Joshua	Trainee	Trainee
Smith, Montana	Commissioned (Non-Certified)	EMT (Non-Certified)
Stroup, Steven	Introductory	First Aid, CPR
Sullivan, Mike	Commissioned	EMR
Sutherland, Andrew	SFFMA	EMT
Toner, Christine	N/A	RN/Paramedic
Vaughn, James	Trainee	First Aid, CPR

Note:

"Non-Certified" means the individual has completed the training but has not yet certified through Texas.
Introductory means they have completed their 72 hour "Introductory" class and are somewhere in the SFFMA level classes but not yet tested out.

Trainee means they are new and going through training at this time.

Commissioned means they have graduated from an approved Academy and can be a career firefighter
SFFMA Advanced means they are eligible to take the Commission Test but are considered a basic firefighter.

FARMERSVILLE FIRE DEPARTMENT
TRAINING SCHEDULE
MARCH-APRIL-MAY 2014

MARCH 2014

- 03- First Responder Training (CPR)
- 09- Fire Introduction Class
- 17- Fire Training Ladder Operations

APRIL 2014

- 06- Fire Introduction Class
- 07- First Responder Training in Patient Assessment
- 20- Fire Introductory Class
- 21- Fire Training Incident Command Structure

(Princeton will be holding a Pumper Operations I class but has not set exact date in April)

MAY 2014

- 04- Fire Introductory Class
- 05—Fire Training in Urban Interface
- 18- Fire Introductory Class
- 19- Fire Training Class in Hose and Pumping Operations



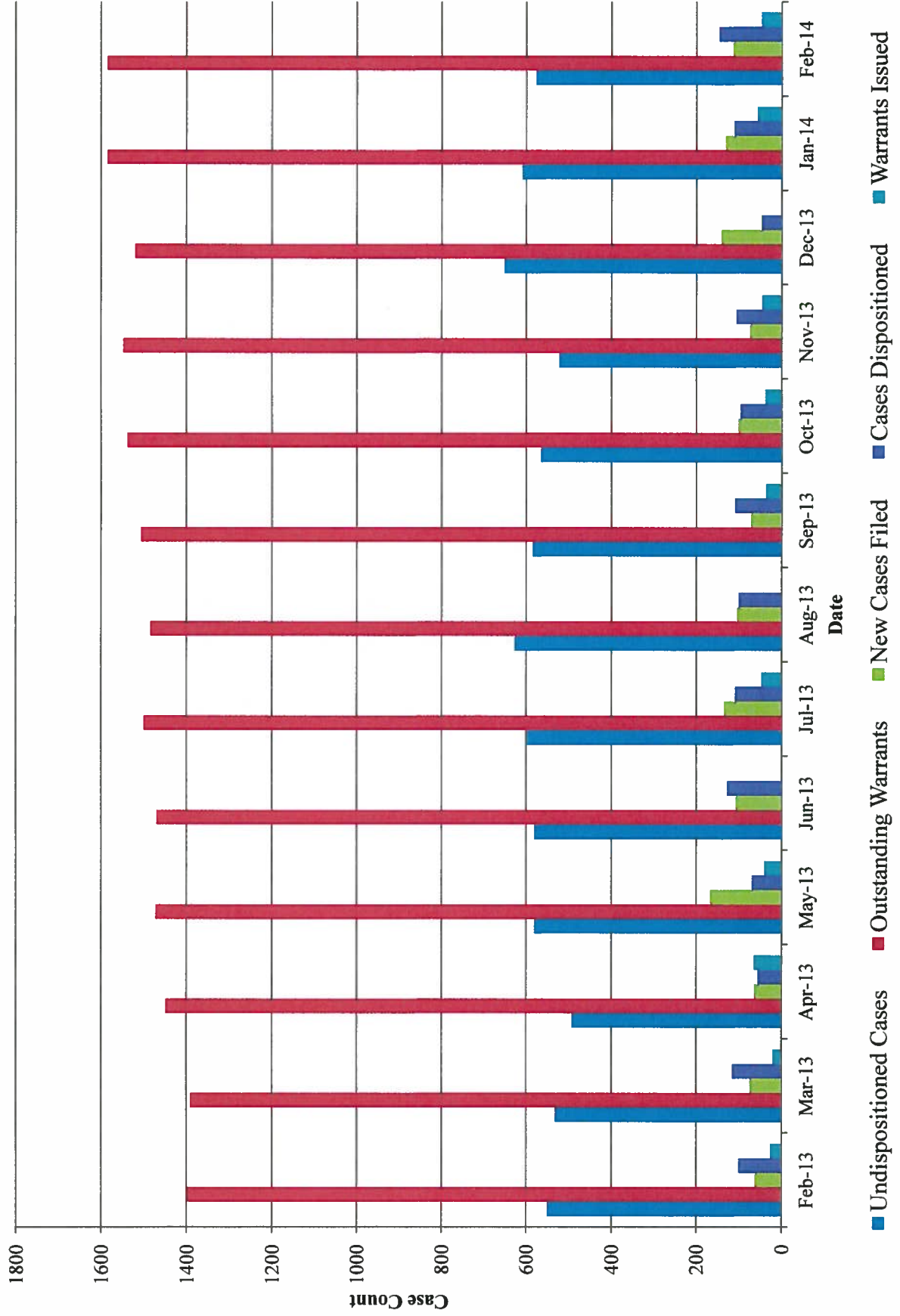
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: CONSENT AGENDA – Municipal Court Report

FARMERSVILLE MUNICIPAL COURT

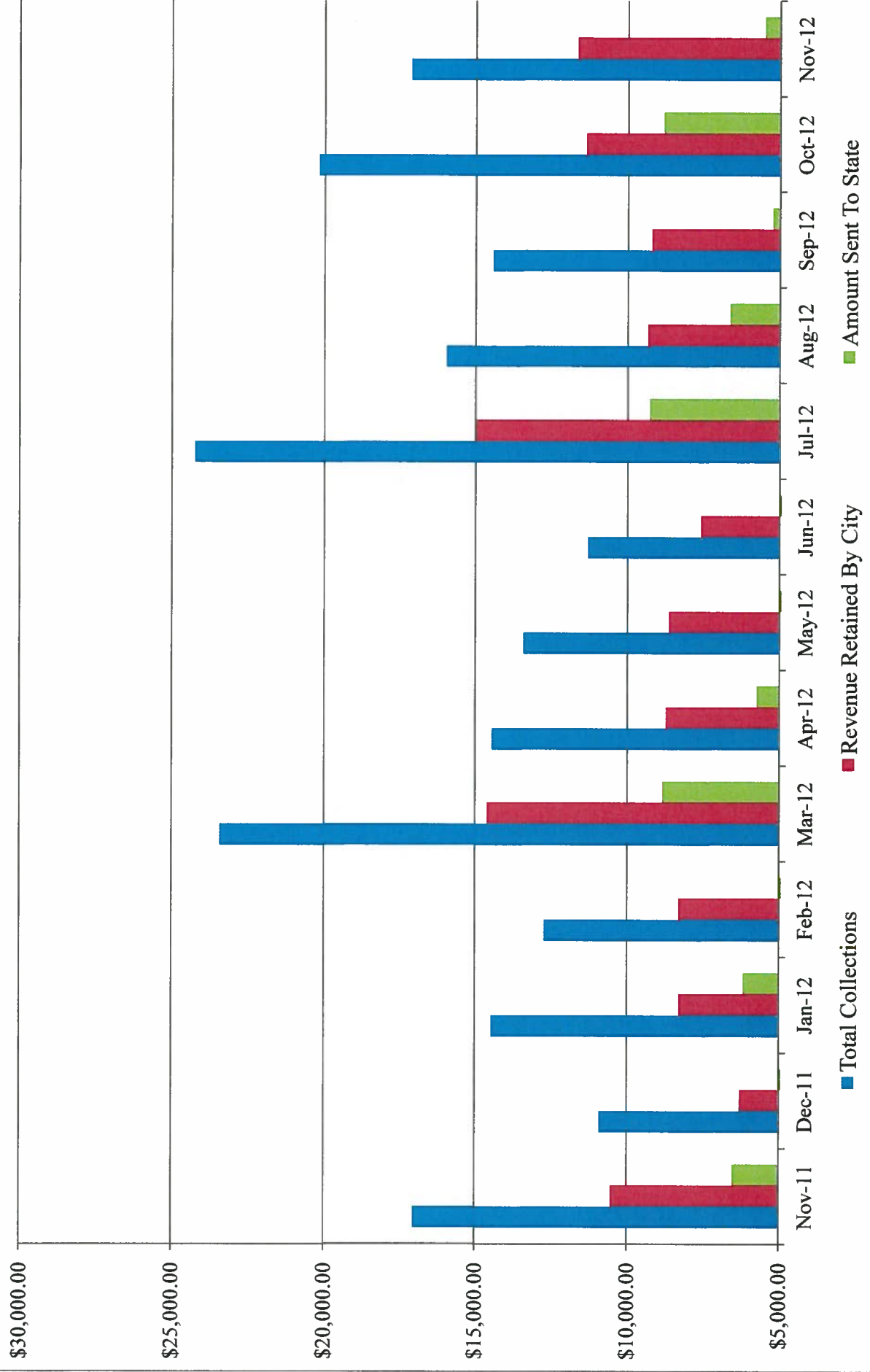
MONTHLY REPORT FEBRUARY 2014

Cases Filed	113
Class C Complaints Received	0
Dispositions Prior to Trial	95
Pre-Trial Hearings Held	22
Non-Jury Trials Held	1
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	10
After Deferred Disposition	16
After Proof of Financial Responsibility	3
Compliance Dismissal	11
Dismissed at Trial (By Prosecutor)	0
Number of Disposed Cases	146
Total Revenue	\$27,568.57
Total Kept by City	\$18,580.93
Total Remitted to State	\$8,987.64

Municipal Court Case and Warrant Rate



Municipal Court Collections





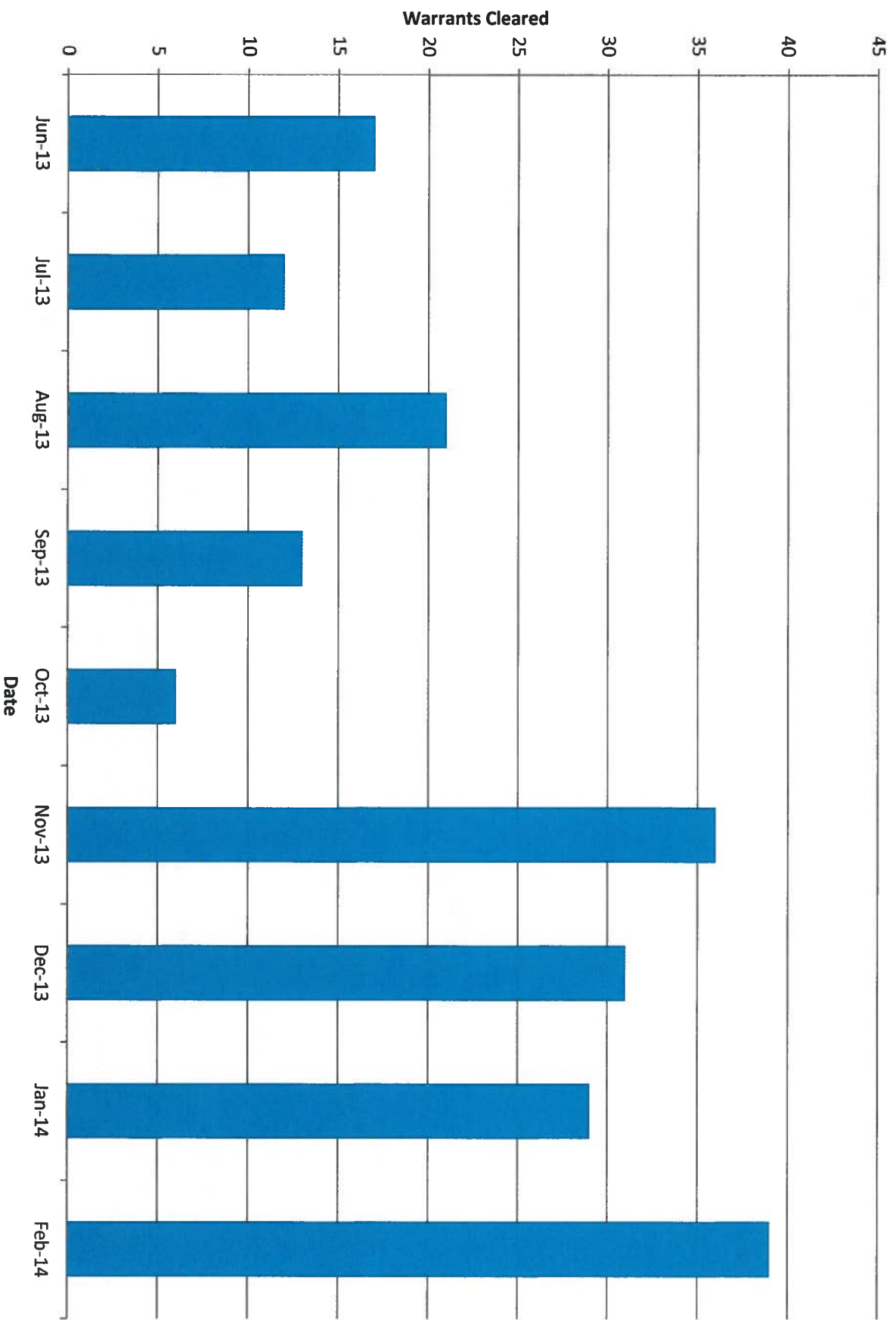
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: CONSENT AGENDA – Warrant Officer Report



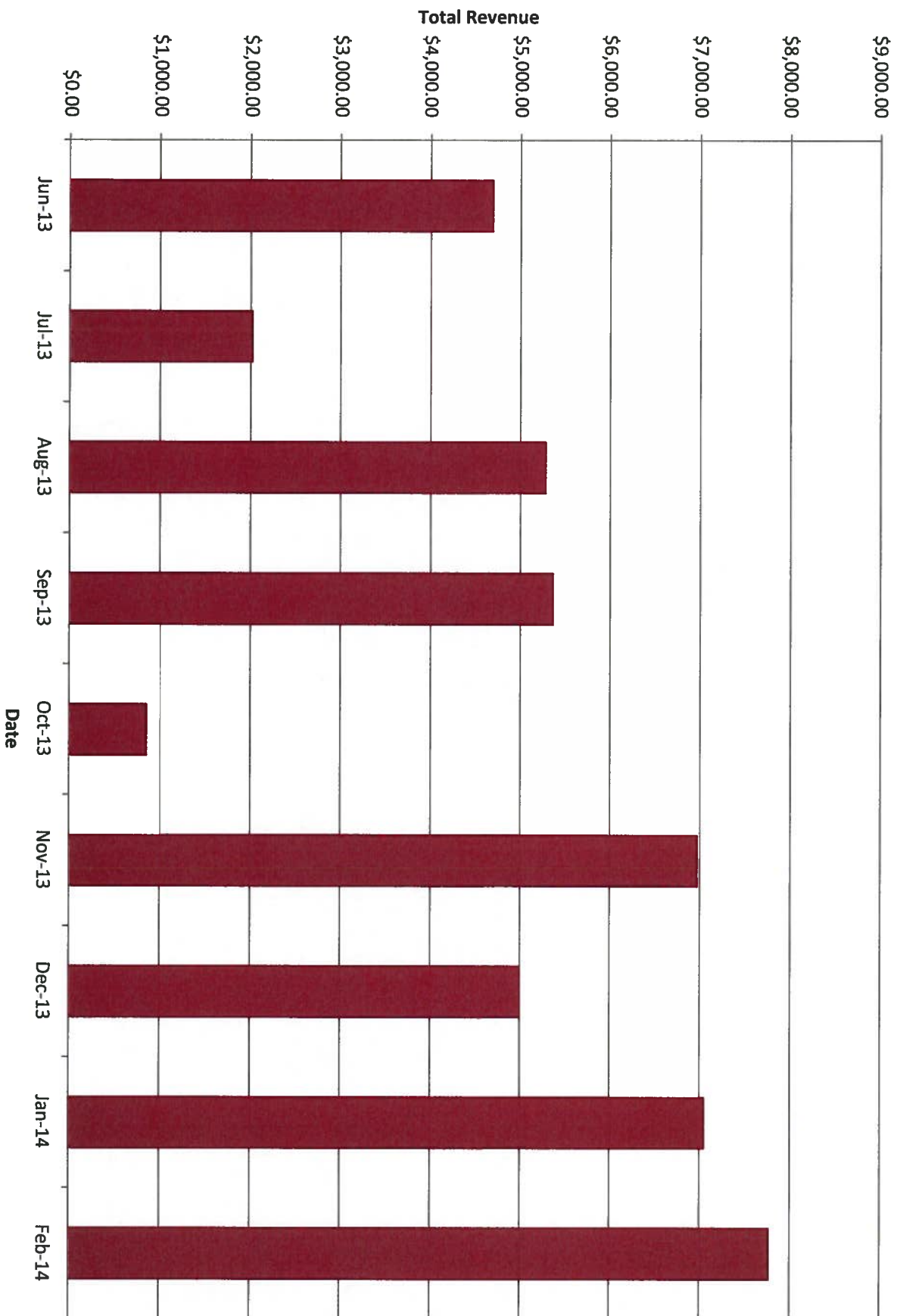
FARMERSVILLE MUNICIPAL COURT
WARRANT OFFICER REPORT
FEBRUARY 2014

Total Outstanding Warrants	1584
Total Due from Outstanding Warrants	\$485,852.33
New Warrants Issued by Court	47
Total Warrants Cleared	39
Total on Payment Plan	112
Total Warrant Revenue	\$7,773.17

Total Warrants Cleared



Total Warrant Revenue



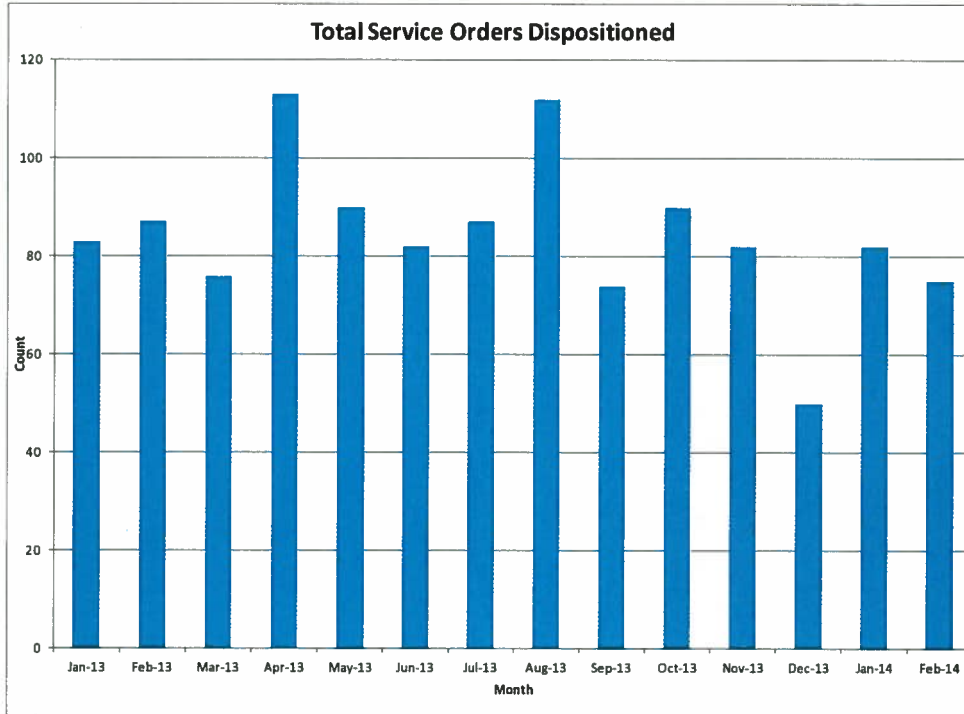


TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: CONSENT AGENDA – Public Works Report



Public Works Monthly Report

Service Order Status



Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14
30	15	24	27	12	29	32	31	24	30	16	20	22
2	2	7	1	3	3	2	1	1	0	3	2	3
12	24	39	36	32	28	15	22	25	14	5	25	31
4	7	4	1	6	1	2	3	5	3	5	4	5
4	1	4	4	1	0	4	0	1	2	2	0	0
10	10	2	4	5	0	2	2	2	3	0	2	4
0	0	0	0	0	0	0	0	0	0	0	0	0
18	15	28	9	16	16	39	14	28	19	17	25	1
0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	1	0	0	0	0	0	0
0	0	0	0	1	0	0	0	0	0	0	0	0
7	2	5	8	6	10	15	1	4	11	2	4	9
87	76	113	90	82	87	112	74	90	82	50	82	75

Note:

1. Number of outstanding service orders, 22 days or older (backlog): 20
2. Number of elevated service orders: 0 completed, 0 outstanding

Public Works General

1. No increase in lost time accidents for the year.
 - a. Total Number for 2013-2014: 0
2. Total lost days for 2013-2014: 0
 - a. Accidents in Month: None

Street System

1. Project Backlog
 - a. Maintenance resurfacing and panel replacement.
 - i. Summit at Rike Street.
 - ii. West Santa Fe.
 - iii. Rike at East Santa Fe.
 - b. Safe Routes to School. See project status below.
 - c. Install remainder of school zone signs.
2. GO Bond related projects. See project status below.
3. Chipper and shedding services are on-going after the ice storm.
4. US 380 Highway Project status.
 - a. 1st Railroad Bridge, Passing Track: Apr 2013 thru **May 2014**
 - b. 2nd Railroad Bridge, Main Track: May 2014 thru **Apr 2015**
 - c. 380 Roadway, East Bound: July 2013 thru **Apr 2015** (weather related). Mimosa Street opening delayed until east bound lane opens due to severe grade difference between current west-bound lane new east-bound lane.
 - i. East Bound Off-Ramp (Southwest Ramp), Complete **Sep 2014**
 - ii. East Bound On-Ramp (Southeast Ramp), Complete. Due to be reclosed in **late Mar 2014** to make reconnection with Main Street (5 days). Two-way ramp.
 - d. 380 Roadway, West Bound: Complete **Oct-2014**
 - i. West Bound Off-Ramp (Northeast Ramp), Complete **May 2014**
 - ii. West Bound On-Ramp (Northwest Ramp), Complete **Oct 2014**
 - e. Main Street Bridge Construction: Complete. Will remain closed until interconnected with Main Street. Use alternative paths: Orange, Rike, Hamilton, Beene etc.
 - i. Main Street Roadway: Complete Apr 2014
 - f. Hill Street Crossing: Complete **May 2015**
 - g. Walnut Street Crossing: Complete **May 2015**
 - h. Main/Summit Street Crossing: Complete **May 2015** 1st Railroad Bridge, Passing Track: Apr 2013 thru Apr 2014



Figure 1. Looking South Towards Main Street Bridge



Figure 2. Main Street Bridge



Figure 3. Southeast Ramp

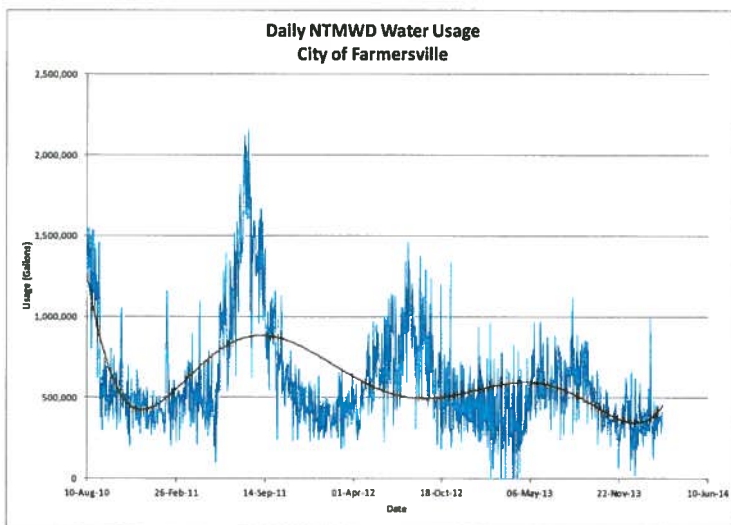
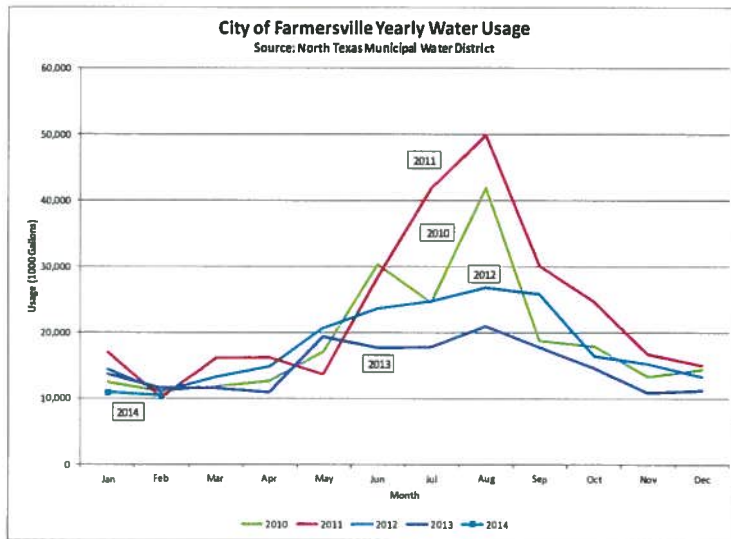
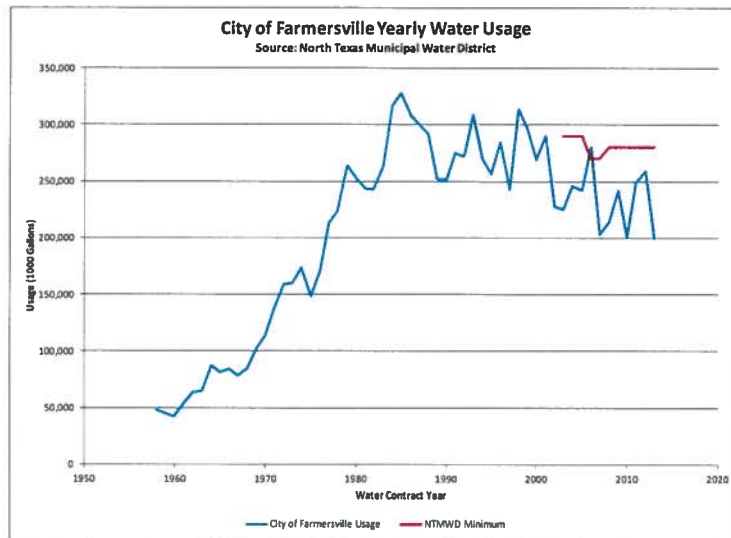


Figure 4. Northeast Ramp

Water System

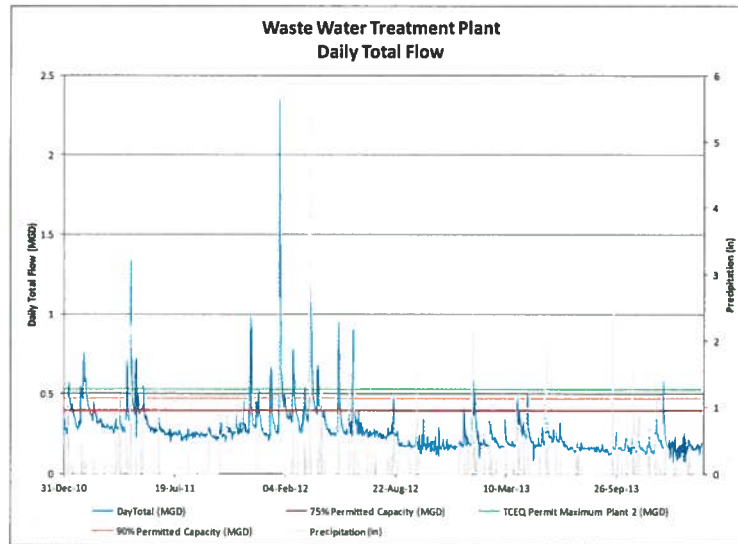
1. Project backlog
 - a. Waterline extension for Caddo Park.
 - b. Investigate interconnections with customers along Hanna Drive to see that they are properly metered. (Underway)
 - c. Transfer NTMWD customers to CoF along Hwy 380.
 - d. GO Bond related engineering. See project status below.
 - e. Install water line on Lee Street to replace extremely poor 2" galvanized line. Currently working on easement documentation.
2. Meter Report (1373 + 7):
 - a. Residential Meters (1142 + 5)
 - b. Commercial Meters (183 + 2)
 - c. Industrial Meters (30, +0)
 - d. Public Meters (19, +0)
 - e. Wholesale Meters (6, +0)
3. Consumption Report (Calendar Year Start 21 Dec 2012, Month 20 Jan 2014 thru 21 Feb 2014, 31 days)
 - a. Inflow (NTMWD), Calendar Year to Date: 22,362,000
 - b. Inflow (NTMWD), Month: 11,401,000
 - c. Usage, Calendar Year to Date 20,297,770 gallons
 - d. Usage, Month: 9,403,170 gallons
 - e. Usage, Average Daily Water Usage for the Month: 303,328 gallons
 - f. Calendar Year Water Loss Percentage (to date): 8.05%

4. Stage 3 water restrictions are in place.



Waste Water System

1. Project backlog:
 - a. Community Development Block Grant (CDBG) to fund sewer system project.
See project status below.
 - b. GO Bond related engineering. See project status below.
 - c. Orange Street sewer lift station reconfiguration.



Storm Water System

1. Project backlog:
 - a. Drainage issues behind May Furniture building.
 - b. Storm water line down Clairmont in need of upgrades.

Property and Buildings

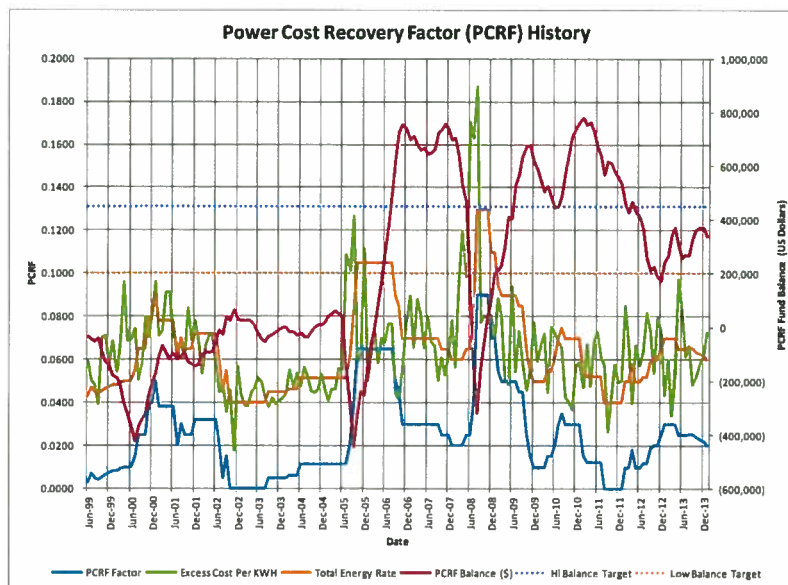
1. City Hall
 - a. Backlog: Additional window tinting.
 - b. Backlog: Fix upstairs window.
2. JW Spain
 - a. No new news.
3. Onion Shed
 - a. No new news.
4. West Onion Shed
 - a. No new news.
5. Public Safety Building
 - a. No new news.
6. Chaparral Trail
 - a. See project status below.
7. Rodeo Arena.
 - a. No new news.
8. Public Works maintenance barn.

- a. Continued working on final drawing package. Completed draft version of specifications. Turned package over to DBI to create request for proposal package.
- 9. Rambler Park.
 - a. Upgrade project.
 - i. Move gazebo closer to splash pad.
 - ii. Sidewalk connector to the gazebo.
 - iii. Replace Rambler's Park sign. Sign has been ordered from Brandon Industries.
 - iv. Replace Splash Zone sign. Sign has been ordered from Brandon Industries.
 - v. New placards indicating park time for watering restriction levels. Sign has been ordered from Brandon Industries.
- 10. North Lake
 - a. Construct Police shooting range.
- 11. South Lake Park
 - a. Backlog: The following items are due for replacement/maintenance:
 - i. Repair/remove broken portal.
 - ii. Replace hanging bars, 10.
 - iii. Replace missing grill, qty 2.
 - iv. Replace bench at the boat ramp.
 - v. Replace weak boards on fishing pier.
 - vi. Improve hose bib installation
- 12. Civic Center/Library
 - a. Backlog: Handicap ramp compliance issues.
 - b. Backlog: Handicap parking striping and signage.
 - c. Centennial planning to fund and execute the following projects:
 - i. Replace exterior boards that are bad. Complete
 - ii. Paint exterior. Complete
 - iii. Replace entry boards with commercial grade metal/glass doors.
- 13. Best Center
 - a. Backlog: Change locks.
- 14. Senior Center
 - a. Backlog: Concrete for entrance area.
 - b. Backlog: Lights for the parking lot.
- 15. City Park
 - a. Backlog: The following items are due for replacement/maintenance
 - i. Place engineered wood fiber box around slide.
 - ii. Remove rock from underneath playground equipment and replace with engineered wood fiber.
- 16. Downtown
 - a. Backlog: Install banner mounts.
- 17. Install historical markers for the following items:
 - a. Backlog: Old city standpipe location.
 - b. Backlog: Ramblers Baseball Park.

- c. Backlog: Old Train Depot site.
- d. Backlog: Downtown square, William Gotcher
- e. Backlog: Looney-Dowlin First Public School

Electrical System

1. Town Hall meeting to discuss the electrical system transition from Sharyland to Farmersville held on 4 Mar 2014.
2. Hired 2 addition crew members for the electrical system. Jeramy Jones and Travis Shannon.
3. Supervisor truck on order.
4. Received derrick/digger truck and pole trailer from Nashville. Will be prepared by Pursuit Safety for lights, emergency equipment, and logos.
5. Transition documentation on-going with ERCOT. Schneider Engineering handling all these issues.
6. On-line payment system software from Incode is now installed.
7. Incode customer billing system software still in installation phase.
8. Incode due to be updated to version 9 on 13 Mar 2014.
9. McCord Engineering has recommended rate ordinance changes.
10. McCord Engineering has recommended line extension ordinance.
11. McCord Engineering has recommended PCA ordinance.
12. Transition meeting scheduled with Sharyland on 11 Mar 2014.
13. Standards being reviewed by FE electrical team.
14. FE electrical team starting to interface with Sharyland to learn about the configuration of the electrical system.
15. Spares order is currently \$85K.
16. Service Center yard is being reconfigured to accommodate the electrical system spare parts and equipment.
17. Worked with vendors to establish a new “print and mail” service for our utility bills.



Refuse System

1. Roll-off rates are currently under review. Awaiting council decision.

Inspections, Permits, Plats

1. No new news.

Vehicles/Tools

1. Received derrick/digger truck and pole trailer from Nashville.

Special Projects/Loans/Grants

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Safe Routes to School Grant Funded by TxDOT	\$674,000	\$5,000 CoF Funded	Nov-13	Mar-14	Construction started. Currently constructing phase I.
Main Street Grant Texas Capital Fund	\$150,000	\$15,000 Cash CoF Funded	Mar-12	Feb-13	Grant audit complete. Awaiting fund reimbursement, \$122,064.
Chaparral Trail Grant Texas Parks & Wildlife (Phase I)	\$200,000	\$50,000 4B Funded	Oct-12	May-13	Grant audit underway. Awaiting fund reimbursement, \$150,000.
Chaparral Trail Grant Collin County Open Space (Phase II)	\$300,000	\$150,000 (4B, \$50K) (CoF, \$100K)	May-13	Oct-13	Construction complete. Awaiting grant audit and fund reimbursement, \$150,000.
Chaparral Trail Grant Collin County Open Space (Phase III)	\$300,000	\$150,000 (4B, \$60K 2013) (4B, \$60K 2014) (CoF, \$30K 2014)	Feb-14 (est)	Oct -14	Grant awarded. Developing bid documentation package. 50% drawing package submitted for review. Package should be ready for release in Mar 2014.
Waste Water System Community Development Block Grant (CDBG)	\$275,000	\$41,250 (Cash)	Awarded	Awarded	Awarded, awaiting State contract probably sometime after mid-year.
Waste Water Treatment Plant Texas Revolving Fund	\$14,000,000	Loan, 100%	Not Awarded Yet	Not Awarded Yet	Application turned in. This does not obligate the City but does give us an option. TWDB has requested we submit a loan application. We are requesting they supply construction funds.
Farmersville Parkway Phase III Collin County Bond	\$3,800,000	\$1,900,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%.
Floyd Street Extension Collin County Bond	\$200,000	\$100,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%

Red indicates change from last council meeting.

General Obligation Bond Projects

Project Number	Project Name	Budget	Projected Or Actual Cost	Status	Estimated Construction Start Date	Estimated Construction End Date
Street Projects						
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	123,000	123,000	Construction	Apr-13	Apr-14
2	Orange Street Overlay (380 to Old Josephine, Partially County Funded)	93,245	93,245	Engineering	Sep-14	Nov-14
3	CR557 Overlay (US 380 to SH 78), Majority County Funded	4,583	4,583	Complete	Oct-12	Jul-13
4	Westgate Overlay (Hwy 78 to Wilcoxson)	94,000	963,627	Construction	Dec-13	Jun-14
5	Hamilton Overlay (McKinney to Yucca)	728,000		Contracted	Dec-13	Jun-14
6	Hamilton Street Overlay (Yucca to Gaddy)	88,000		Contracted	Dec-13	Jun-14
7	Central Overlay (College to Prospect)	101,000		Contracted	Dec-13	Jun-14
8	Beech Street Overlay (Main to Beene)	137,000		Contracted	Dec-13	Jun-14
9	Windom Overlay (Maple to McKinney)	46,000		Contracted	Dec-13	Jun-14
10	South Washington Overlay (Farmersville Parkway to Sid Nelson)	88,000	88,000	Engineering	May-14	Jul-14
11	Sid Nelson Overlay (South Washington to Hamilton)	88,000	88,000	Engineering	May-14	Jul-14
12	Hamilton Street (380 to Farmersville Parkway)	1,384,000	1,384,000	Engineering	Jul-14	Sep-14
13	Santa Fe Reconstruct (Johnson to Main)	504,000	504,000	Engineering	Oct-14	Dec-14
14	Street Signs and Installation	95,000	95,000	Ready for Construction	Feb-14	Dec-14
Street Projects Total		3,573,828	3,343,455	230,373		
Street Projects GO Bond Allocation		3,575,000				
Water Projects						
15	North ET/North Main Street	189,000	464,607	Contracted	Mar-14	Jun-14
16	Sycamore St/Hwy 78	329,000		Contracted	Mar-14	Jun-14
17	Rike/Houston/Austin Street	163,500	163,500	Engineering	Apr-14	Jun-14
18	Automated Meter Reading System	520,000	520,000	Construction	Mar-13	Jun-14
19	Bob Tedford Drive	83,000	83,000	Not Started	Apr-14	Jun-14
20	CR 608/CR 609	63,500	63,500	Not Started	Jul-14	Aug-14
Wastewater Projects						
21	S Main & Abbey – Gravity Main	52,000	52,000	Not Started	Jan-15	Apr-15
22	Hwy 78 & Maple St – Gravity Main	57,000	57,000	Not Started	Jan-15	Apr-15
23	Hwy 78 & CR 611 – Gravity Main	172,500	172,500	Not Started	Jan-15	Apr-15
24	Floyd St – Lift Station	50,000	50,000	Engineering	May-14	Jul-14
25	Sycamore – Gravity Main	23,000	23,000	Complete	May-13	Jul-13
26	Hwy 380 & Welch Dr – Gravity Main	164,500	164,500	Not Started	Aug-14	Nov-14
27	Hwy 380 (AFI to Floyd St) – Lift Station & Force Main	445,000	445,000	Not Started	Nov-14	Jun-15
28	Locust – Gravity Main	88,500	88,500	Not Started	Oct-14	Dec-14
Water and Wastewater Projects Total		2,400,500	2,347,107	53,393		
Water and Wastewater Projects GO Bond		2,400,000				

Action Item List

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Hinton Land Dedication Appreciation Project	Appreciation plaque, proclamation, plaque at Farmersville Parkway	3-Mar-2014	Paula Jackson			Open
Replacement Meter Covers	Replace hand made water meter covers downtown. People are tripping over them.	14-Jan-2014	Ben White			Open
Brick and Tree	for all past city council and mayors	14-Jan-2013	Paula Jackson			Open
Water hole in the sidewalk at Tony's Restaurant	have public works look to see what can be done to correct	14-Jan-2013	public works	149337		Open
Requirements for thickness of driveways	Research Suddivision and Zoning for the thickness for driveways. Questions regarding 6 in accompanied by geotechnical study	15-Jan-2013	Ben White/Paula			Open
Rambler Park	The Playground in in need of mulch	12-Mar-2013	public works			Open
Chaparral Trail	LIGHT FOR THE 1 MILE MARKER	19-Feb-2013	BEN			Open
SIDEWALK	remove extremely bad section of sidewalk in front	17-May-2013	PUBLIC works			Open
Bricks for Pavilion	Ed Stuart	5-Jun-2013	Paula Jackson		received brick. Now Paula will see where it will be placed	open

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Restrooms at parks	Audrey has requested a number of things to be fixed or replaced at the restrooms like signs on the mens and		Paula Jackson		Ben and I are looking into signs to be placed.	Open
Hot Mix Street Repairs	Looking at repairing Merit and some other streets.	28-Aug-2013	public works			Open
Safe Route to School Grant	The City will be relocating Water Meters, Sewer Cleanouts and ATMOS will be relocating the Gas Meters	9/8//2013	public works		The guys are working on this	Open
City Hall	floor - replacement and duct cleaning					Open

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
ADT (smoke alarm)	City Hall, Police and Library					Open
Side walk repairs needed	the Sidewalk infront of Independent Bank and infront of McGuire Building				Ben will be having Nick to take this and do the repairs	Open
Library Repairs	need work on one of the Back doors. Need new Door on the front.	1-Nov-2013			Centennial Committee	Open
Chaparral Trail	PHASE III PLAN SET copies for Joe Helmlberger for bid, 50% completion, 75% completion and 90% completion	1-Dec-2013	BEN			Open

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Electric	Get the Sand box up and running for test runs					Open



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: CONSENT AGENDA – Library Report



Charles J. Rike Memorial Library

203 Orange Street - Farmersville, Texas

www.rikelibrary.com

972-782-6681

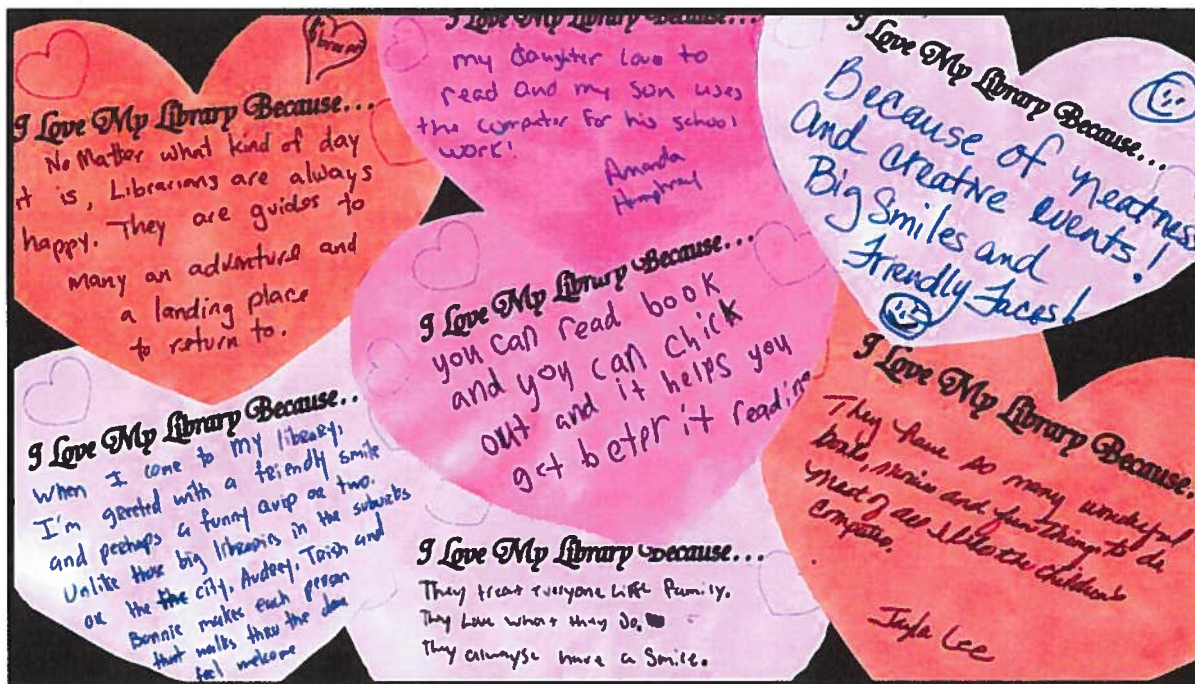
Monthly Report: February – 2014

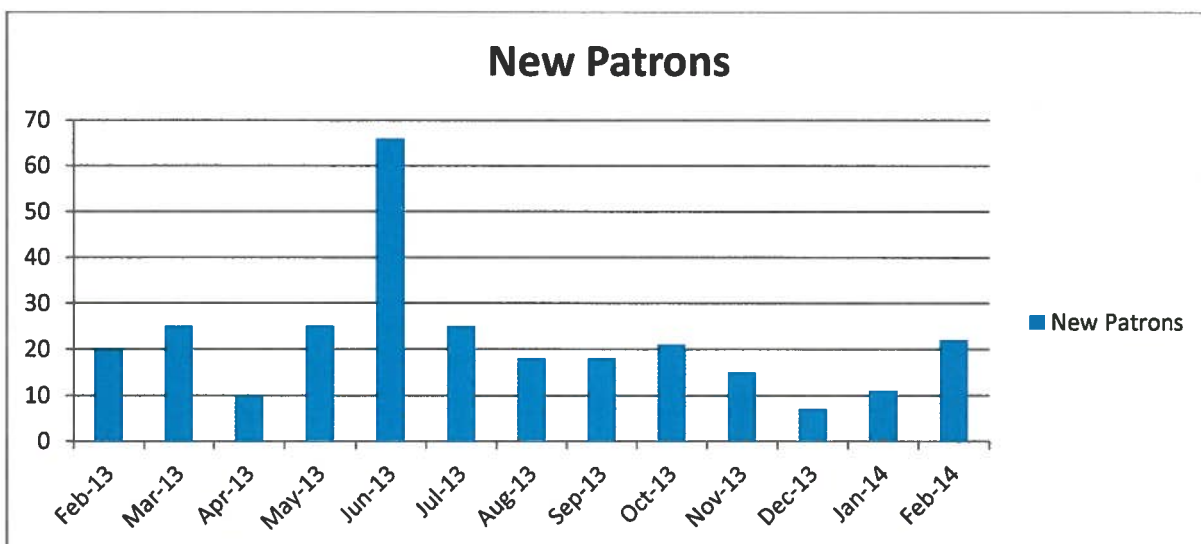
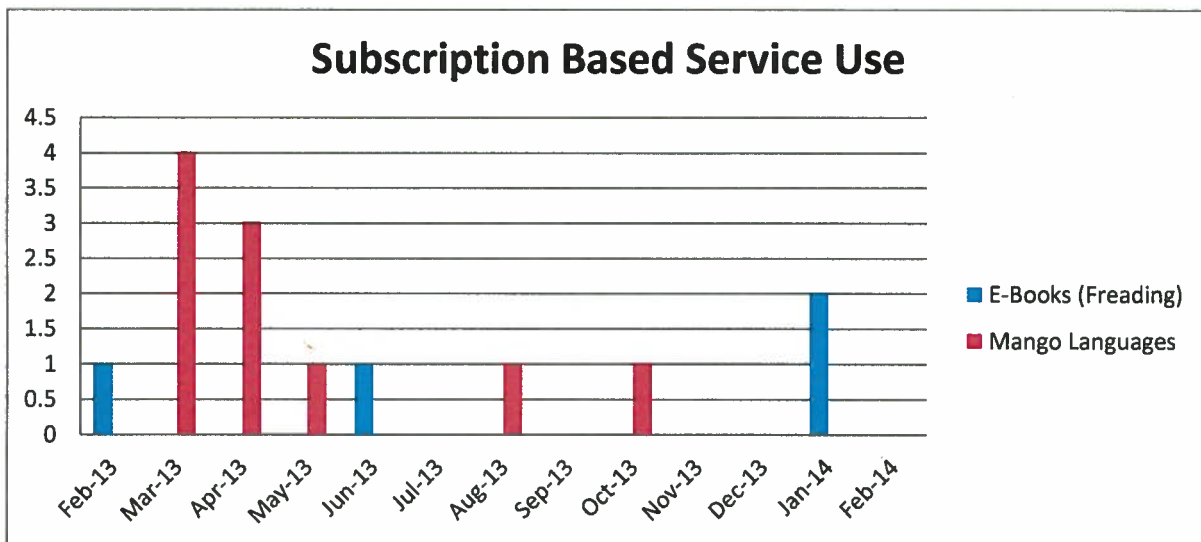
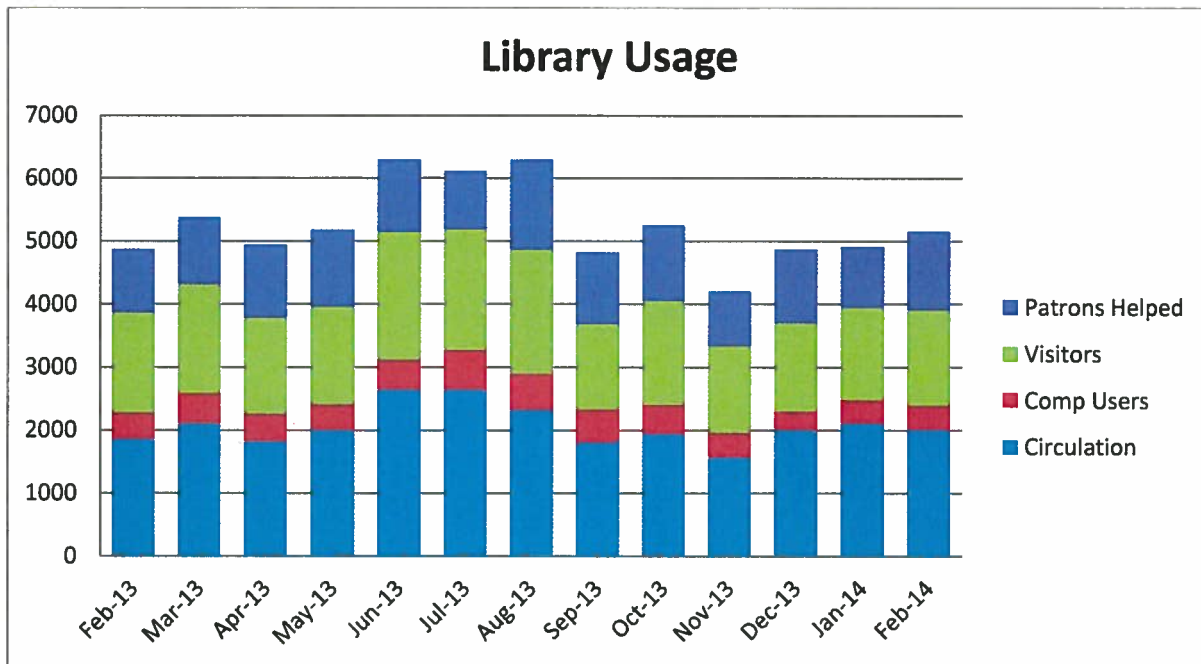
Circulation:	1997
Computer Users:	378
Visitors:	1513
Inter-library Loan	
Books loaned to other libraries:	0
Books borrowed for our patrons:	10
Patrons Saved \$ *	\$27,616.58
New Patrons:	22
Volunteer Hours Donated:	23 hours 30 minutes

Other Items of Interest:

Rike Library's "Food for Fines" winter drive collected approximately 170 items of food to donate to the Farmersville Food Pantry, and forgave approximately \$149 in overdue library fines.

During the February "Love your Library" event, the library received 104 valentines and the three prizes were happily received by the winners.







TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: CONSENT AGENDA – City Manager's Report



City Manager Monthly Report

City Manager General

1. Attended the following meetings:

Meeting Description	Attended
City Council Meeting	1
Farmersville Economic Development Corporation (4A)	0
Farmersville Community Development Corporation (4B)	0
Planning and Zoning Commission	0
Parks and Recreation Board	1
Main Street Board	1
Downtown Merchants Meeting	0
Capital Improvements Advisory Commission	0
Building and Property Standards Meeting	0
Farmersville Garden Club	0
Realtors Meeting	0
Chamber of Commerce Board Meeting	0
Chamber of Commerce Networking Meeting	1
Farmersville Riding Club	0
Northeast Texas Trail Association (NETT)	0

Ordinances and Ordinance Changes

1. Backlog

a. New

- i. Painting of fire hydrants.
- ii. Electrical customer infrastructure/impact fees.
- iii. Street sign standards.
- iv. Knox boxes.
- v. Electrical ordinances dealing with rates, line extensions, net metering, bill averaging.
- vi. Reinvestment zone. (Council review scheduled for 11 Mar 2014).
- vii. TCEQ on-site sewage amendment.
- viii. Water and sewer rate increase (delayed to summer 2014).

b. Change

- i. Standard design details for: water, wastewater, electrical, etc.
- ii. Revise codification for missed ordinances

1. Received quarterly supplement from MuniCode. (Complete)
2. Review new quarterly supplement from MuniCode.
3. Make updates as necessary based on review.

Contracts

1. Backlog
 - a. Wireless tower based contracts (AT&T, Partnership Broadband now Rhino, T-Mobile). (Complete)
 - b. TIRZ ILA with Collin County Tax Office to go to Commissioner's Court. Still in holding pattern awaiting tax office input.
 - c. Chaparral Trail Phase III.

Planning

1. 4A is requesting professional preliminary planning assistance from Janet Thorp for a Towne Centre Concept Plan. Due to be presented at March 4A meeting.

Policy Changes

1. Backlog
 - a. Information Technology policy. (Underway)
 - b. Public Works on call personnel
 - c. Public Works clothing
 - d. Public Works employee personal tool purchase program

Personnel Related Matters

1. Hired 2 electrical system personnel.

Customer Service Window

1. Questions regarding electrical system changes are up.

Budget/Finance

1. Secured financing for new warrant officer vehicle.
2. Developed action item list of financial processes that need improvement using audit feedback.
3. Completed budget revisions for warrant officer vehicle, electrical system vehicle, and public works vehicle.
4. Budget revisions for the electrical system and the yearly budget process begin next month.

Information Technology

1. Improved SCADA system visibility when using a remote connection.
2. New laptop for Council chamber received.
3. Installation of Incode version 9 scheduled for 13 March 2014.
4. Ordered new laptop for electrical department.
5. Ordered and received new server for library. Installation to follow.
6. Ordered and received new laptop for library. The computer will help facilitate inventory actions.
7. Upcoming projects
 - a. Better backup processes
 - b. Microsoft Office Suite 2010

Special Events

1. No new news.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Farmersville Economic Development Corporation
Financial Report

**Farmersville Economic Development Corp 4A
Investment and Budget Report**

February 2014

Prepared by: Daphne Hamlin

Farmersville Economic Development Corp 4A
February 2014

Statement Balance 2-1-2014	\$178,678.30
Deposits:	
Sales Tax:	\$21,842.95
Cking Int .05%	\$6.91
CD Interest	\$74.32
Transfer to Texpool	
Transfer from Texpool	\$-
Checks	\$-
	<hr/>
Statement balance 2-28-14	\$200,602.48

Outstanding Transactions

Sales Tax
Transfer to Texpool
CD Interest
Checks

Balance 3-5-2014	\$200,602.48
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Farmersville Economic Development Corporation
Cumulative Income Statement
For the 12 Months Ended, September 30, 2014

	FY 2014 Budget	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance		\$145,798.94	\$160,436.50	\$182,136.79	\$200,540.72	\$178,678.30								\$867,591.25
Deposits														\$-
Sales Tax Collections	\$150,000.00	\$21,637.54	\$21,587.41	\$18,324.23	\$13,763.51	\$21,842.95								\$97,155.64
Interest Income chng	\$1,100.00	\$7.28	\$6.72	\$7.78	\$8.06	\$6.91								\$36.75
Transfer from Texpool to First Bank														\$-
Transfer funds to CD														\$-
Transfer to Texpool														\$-
CD Interest Earned		\$102.74	\$106.16	\$71.92	\$74.32	\$74.32				\$0.00				\$429.46
Total Revenue	\$161,100.00	\$167,546.50	\$182,136.79	\$200,540.72	\$214,386.61	\$200,602.48	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$97,621.85
Expenses:														
Administration	\$1,000.00													\$-
Meeting Expenses	\$1,000.00	\$-												\$-
Dues/School/Travel	\$500.00													\$-
Office Supplies	\$200.00													\$-
Marketing/promotion Expenses														\$-
Marketing/Promotion Expenses/Advertising	\$7,110.00	\$7,110.00												\$-
Colin College Sponsorship	\$7,500.00				\$7,500.00									\$7,110.00
Legal Service	\$2,500.00													\$7,500.00
Farmersville Chamber	\$1,000.00													\$-
Farmersville Rotary	\$500.00													\$-
Total Expenditures	\$21,310.00	\$7,110.00	\$-	\$-	\$7,500.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$14,610.00
Directive Business Incentives														\$-
Colin College Project(sewer/street/electric)	\$100,000.00													\$-
NTMWD Regional WW Treatment	\$150,000.00													\$-
Electrical Study	\$125,000.00				\$28,208.31									\$28,208.31
Facade Grant Program	\$50,000.00													\$-
Total Development Cost	\$425,000.00			\$-	\$28,208.31	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$28,208.31
Total Expenditures	\$446,310.00	\$7,110.00	\$-	\$-	\$35,708.31	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$42,818.31
Revenue vs Expenditures	(\$285,210)													\$-
From Reserves	\$285,210.00													\$-
Balance Budget	\$-													\$-
Total Expenditures														\$-
Ending Bank Balance		\$160,436.50	\$182,136.79	\$200,540.72	\$178,678.30	\$200,602.48	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$42,818.31
CD Investment		\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00								\$-
Texpool Balance		\$366,517.59	\$386,531.07	\$366,542.62	\$366,551.14	\$366,559.13								\$-
Interest Earned		\$15.52	\$13.48	\$11.56	\$8.52	\$7.99								\$57.06
Total Available Funds		\$778,964.09	\$798,667.66	\$817,083.34	\$795,229.44	\$817,161.61	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
							k							



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Farmersville Community Development Corporation
Financial Report

**Farmersville Community Development Corp 4B
Investment and Budget Report**

February 2014

Prepared by: Daphne Hamlin

Farmersville Community Development Corp 4B
February 2014

Statement Balance 2-1-2014	\$97,642.14
Deposits:	
Sales Tax:	\$21,842.95
Cking Int .05%	\$3.80
Stop payment Fee	
Transfer to Texpool	
Transfer from Texpool	\$-
Checks 2204	<u>\$(134.31)</u>
Statement balance 2-28-2014	\$119,354.58

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
Checks 2205,2208, 2209,2210,2214,2215,2216	\$(4,413.78)

Balance 3-5-2014	<u><u>\$114,940.80</u></u>
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Farmersville Community Development Corporation
Financial Statement
For the Fiscal Year Ended September 30, 2014

	October	November	December	January	February	March	April	May	June	July	August	September
Beginning Bank Balance	120,292.64	\$84,297.43	\$84,782.07	\$101,616.47	\$ 93,874.33							
Deposits:												
Sales tax deposits	21,637.54	21,587.41	\$18,324.23	13,763.51	21,842.95							
Interest income-bank	4.03	2.76	\$3.67	4.09	3.80							
Transfer to TexPool												
Transfer From Texpool to First Bank												
Refund from Boudnary Solutions												
Reimbursement for Marketing												
Reimbursement for Main Street Mgr.												
Adjusting Entry												
Total Revenues	141,934.21	85,887.60	103,109.97	115,384.07	115,721.08	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Disbursements:												
Main Street Salary	57,454.80											
Miscellaneous												
Main Street Supplies	184.00	\$ 962.44	\$ 1,148.50	999.56	780.28							
Marketing Program	15,000.00											
Reimburse city for accounting												
Chaparral Trail Improvements												
Collin College Scholarship sponsorship				\$ 2,500.00								
Chamber of Commerce												
May Taxes		\$ 143.09	\$ 345.00	\$ 3,512.00								
Christmas Activities				\$ 4,998.18								
Land Purchase	4,998.18											
Fire Works												
Flag Pole Installation												
Splashpad Improvements												
Historical Marker for Post Office												
Bain Honaker House Restoration				\$ 5,000.00								
National Register District Project												
Chaparral Trail Kiosks												
Police 4 wheeler				\$ 4,500.00								
Total Expenses	77,636.78	1,105.53	\$ 1,493.50	\$ 21,509.74	\$780.28	\$-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ending Bank Balance	64,297.43	84,782.07	101,616.47	93,874.33	114,940.80	-	-	-	-	-	-	-
TEXPOOL Balance	84,812.28	\$84,815.37	\$84,818.07	\$84,820.07	\$84,821.91							
Interest income-TEXPOOL	3.58	3.09	2.70	2.00	1.84							
Total Available Funds	149,109.71	169,597.44	186,434.54	178,694.40	199,762.71	-	-	-	-	-	-	-

Signed:



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Planning & Zoning Minutes

- There was not a meeting of the Planning & Zoning Commission during the month of February 2014.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/planning_and_zoning/index.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Sign Board of Appeals Minutes

- There was not a meeting of the Sign Board of Appeals during the month of February 2014.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/planning_and_zoning/index.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Capital Improvements Advisory Commission Minutes

- There was not a meeting of the Capital Improvements Advisory Commission during the month of February 2014.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/planning_and_zoning/index.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Farmersville Community Development Corporation Meeting Minutes

- There was not a meeting of the Farmersville Community Development Corporation during the month of February 2014.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/community_development/index.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Farmersville Economic Development Corporation Meeting Minutes

- There was not a meeting of the Farmersville Economic Development Corporation during the month of February 2014.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/economic_development/index.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Parks Board Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/parks_and_recreation_board_meetings.jsp

**CITY OF FARMERSVILLE
PARKS AND RECREATION BOARD MINUTES
FEBRUARY 25, 2014**

The Farmersville Parks and Recreation Board met in regular session on February 25, 2014 at 6:00 p.m. at City Hall with the following members present: Chairman Mark Vincent, Glenn Bagwill, Autumn Barton, Marianne Politz and Todd Rolen. City Manager Ben White and staff member Christi Dowdy were also present.

CALL TO ORDER

Chairman Mark Vincent called the meeting to order at 6:00 pm, and roll was called by Christi Dowdy who announced that a quorum was present.

APPROVAL OF MINUTES

There were no minutes to approve.

CONSIDER, DISCUSS AND ACT UPON APPROVAL OF CONTRACT WITH FARMERSVILLE RIDING CLUB

As there were no changes to the contract from the previous year, there was no discussion regarding this item. A motion was made by Glenn Bagwill and seconded by Marianne Politz to approve the contract.

CONSIDER, DISCUSS AND ACT UPON APPROVAL OF CONTRACT WITH FARMERSVILLE LITTLE LEAGUE BASEBALL

As there were no changes to the contract from the previous year, there was no discussion regarding this item. A motion was made by Glenn Bagwill and seconded by Marianne Politz to approve the contract.

CONSIDER, DISCUSS AND ACT UPON APPROVAL OF CONTRACT WITH FARMERSVILLE PEE WEE FOOTBALL AND CHEER

As there were no changes to the contract from the previous year, there was no discussion regarding this item. A motion was made by Glenn Bagwill and seconded by Marianne Politz to approve the contract.

CONSIDER, DISCUSS AND ACT UPON APPOINTING A PARKS BOARD MEMBER AS KEEP TEXAS BEAUTIFUL LIAISON

Chairman Mark Vincent volunteered to serve as liaison to the organization.

CONSIDER, DISCUSS AND ACT UPON RECENT FIRE MARSHAL FINDINGS

City Manager addressed the Board regarding recent findings from the County Fire Marshall regarding Southlake Park and the J. W. Spain Athletic Complex. The stands at the Riding Club Arena are non-compliance due to safety issues. The Riding Club does not use the stands so the City will remove them from the facility.

The stands at the J.W. Spain Athletic Complex are also non-compliant but are a necessity for the complex. The City is looking into the cost of repairs vs. the cost of replacing them. Funds may be needed from 4-B as well as the Parks Board.

The fryers at the Athletic Complex concession stand are also non-compliant.

BRIEFING FROM CITY MANAGER

City Manager Ben White briefed the Board regarding various issues including the Chaparral Trail, Splash Pad, and the brush pickup efforts from the December ice storm.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

The Board would like to have a workshop meeting next month to discuss plans for Spring clean up events.

ADJOURNMENT

The meeting was adjourned at 6:38 p.m. by Mark Vincent.

Mark Vincent, Chairperson



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Main Street Board Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/main_street_board/index.jsp

**Farmersville Main Street Board
Minutes February 18, 2014
City Council Chambers DRAFT**

The meeting was brought to order at 5:21 PM by Andy Washam. Present were Main Street Manager, Adah Leah Wolf, and board members Andy Washam, Matt Busby, Sarah Jackson-Butler, Bryan Williams, and Leaca Caspari. Visitors were City Manager Ben White, Diane Piwko, and Clay Potter.

Consider for approval January 21, 2014 Meeting Minutes:

Matt Busby made a motion to approve the minutes as written; Sarah Jackson-Butler seconded the motion. The motion passed.

Consider for approval January 2014 Financial Statements:

Bryan Williams made a motion to approve the financial statement as printed; Matt Busby seconded the motion. The motion passed.

Chalk the Walk Event

The event is planned for April 5 in conjunction with the Farmers & Fleas Market. Adah Leah is checking with Fisd art teacher and students to see if they would like to participate. City staff will be encouraged to participate, especially police and fire departments. Draft flier distributed. Subcommittee meeting needed to firm up details before press information is sent out. A registration form with rules is needed as well as a map showing the sidewalk areas to be used.

Herb Ellis Event

A handout by Ben White was distributed, which summarizes the event planning to date. There are several upcoming jazz festivals which board members will plan to attend: Andy to attend Denton Jazz Festival, Ben and Carol to attend San Antonio festival, Leaca to attend Corpus Christi festival. As soon as we have a flyer to advertise our event, we can ask to distribute these at other festivals. Ben suggested 101 Candy Street as another potential location. Andy will call a subcommittee meeting to address the project plan.

Downtown Window Displays

Two Audie Murphy movie poster banners have been hung on Kevin Brock's building. Remax owners have been asked if we can use their central glass area for a display. We will check prices for static clings and ask Lanes if we can use their windows for such a display. Denny Allen's building at 111 McKinney is another candidate for a window display, as is the May building at 136 S. Main.

Coupon Pages

Sarah Jackson-Butler has made progress on the one page coupon sheet for downtown restaurants. Agreeing to participate are Tony's Restaurant, Jalapenos, AnLyn Brothers Coffee Co, Ellee's Eatery, and Big Taco. Still waiting to hear from Sugar Hill. Will also contact Exxon Station. After restaurant coupon page is

complete she will work on the merchants' coupon page. We would like to include the coupons in the Chalk the Walk packets.

Main Street Managers Report

The Main Street Manager presented a written monthly report for January and also reported the following:

National Register District Nomination progress: Guy Giersch has been contacted and is available to assist with the architectural descriptions of the buildings. The building descriptions are approximately 30% complete and the building histories are approximately 10% complete. Twenty photos are needed. Matt Busby will assist with the "verbal boundary description" as well as the Latitude/Longitude coordinates of the district. There are about 75 properties in the defined area, with 67 of them considered "contributing" properties.

Main Street Training: At the recent Main Street training session in Seguin, there was an emphasis on exercise and health in downtown. Adah Leah challenged the board to look at downtown with a new perspective to think about how we can promote health and exercise. Suggestions include: adding exercise equipment to City Park, highlighting a walking route with distances marked, and creating a rewards program for frequent walkers (maybe a Main Street mile T shirt?). Matt Busby will check on distances downtown so we can visualize a downtown mile.

Chaparral Trail bike event: was held by Cadence Cyclery on Feb. 16, with over 68 participants!

Progress on Doug Laube building: photos were shown of the upstairs progress.

Audie Murphy Day: was named by Farmersville Times Readers poll as "Best Annual Event"

Bridal Event: planned for March 22, a collaboration with Tammy Fording, Kris Washam, The French Bunny and more. Represented will be gowns, catering, make up, photographer, cake baker, and more. A flier on the Onion Shed as a wedding location to be provided by Adah Leah. Suggested a listing of churches as a good addition as well.

Buildings for sale: 111 McKinney (Denny Allen building) and 125 S. Main (Warren building).

Downtown merchants meeting: will be at Tony's Restaurant this week.

Building renovations: Main Street architectural assistance continues for Doug Laube. Assistance has been requested from Doris Williams. Charlie Whitaker is considering working on the exterior of Cello Wrap building. Eddy Daniel has provided preliminary construction plans for the museum, which are being reviewed

by the Main Street architect as well. Bryan and Donna Williams' building (100 McKinney) renovations are nearly completed.

Discussion of placing items on future agendas:

The next meeting will be held on Tuesday, March 18, at 5:15 PM. Agenda items to include discussion of new murals on downtown buildings, as well as follow up on Chalk the Walk and Herb Ellis Event.

Adjournment: With no further business to discuss, the meeting was adjourned by Andy Washam at 6:22 PM.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Main Street Report

Main Street Report is attached.



Main Street Monthly Report
February 2014
Reported by Adah Leah Wolf,
Main Street Program Manager



ORGANIZATION:

10	4B Board meeting was cancelled for this month due to icy weather.
11	Main Street national recognition highlighted at City Council meeting, and in The Farmersville Times.
5,12,26	Manager attends city staff meetings.
13, 27	Farmersville Heritage Museum Board meetings: preliminary construction plans reviewed (also received comments from Main Street architect)
18	Main Street Board meeting: Further discussion on "Chalk the Walk" event, Herb Ellis jazz event, and downtown coupons.
22	Collin County Stetson and Stiletto Scholarship event attended by 8 city, 4A and 4B representatives.
22	Annual Farmersville Historical Society luncheon. The French Bunny provided the style show this year.

PROMOTION:

1	Farmers & Fleas Market and Rotary Club cleans Chaparral Trail
4	Audie Murphy Day Committee planning meeting. Speaker is planned, Fisd art department will provide art. Website information updated and includes veterans' registration information.
8	City hosts quarterly North East Texas Trails organization at Civic Center; goodie bags provided to participants. (Approx. 35 participants).
16	Cadence Cyclery Cycling Event, organized by Suzee Bolton, met at Onion Shed and biked the Chaparral Trail. Approx. 70 participants. Goodie bags were provided to participants.
21	Farmers & Fleas press releases sent out, advertising ordered. Ad ordered in Ballard Street café (Wylie)
27	Bess Eitel assists with Farmers & Fleas scheduling.
27	Marketing Committee meeting: discussion of refreshing billboards, ordering more promotional items, and budget review
	Methodist Church lists Farmers & Fleas Market on their events sign
14, 28	E Newsletters sent via Constant Contact to update about upcoming events.
	City ad for Texas Events Calendar updated for Summer issue

DESIGN:

6	Meeting with Doug Laube and contractor. Renovations continue on Doug Laube's building: interior staircases rebuilt.
7	Two reproduction Audie Murphy posters hung in movie poster locations on the old Cornes Theater building.
	Renovations on 100 McKinney Street are nearly complete.
	Photographer Jack Smith provides photos of 101 Candy Street building as well as other downtown shots.
	Main Street architect Howard Langner provided architectural renderings and design assistance for owners of 101 Candy Street building.
	Design request submitted to Main Street architects by Mickey Davison, for possible new construction south of 135 S. Main on empty lot.
	Information about murals best practices obtained from Texas Main Street office.

ECONOMIC RESTRUCTURING:

8	Fancy Fibers holds open house.
12	Spoke with Mike Hurst, who is expanding his hours at Hurst Antiques.
20	Chamber "earlyville" meeting, hosted by Christie's Rustic & Western Collection
20	Downtown Merchants meeting, hosted by AnLyn Brothers Coffee Company
26	Chamber Luncheon, speaker City Manager Ben White

Approximately 115 volunteer hours were donated this month.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Building & Property Standards Commission Minutes

- There was not a meeting of the Building & Property Standards Commission during the month of February 2014. A meeting is scheduled for March 13, 2014.

Electronic minutes are found at the following link:

http://71.6.142.67/revize/farmersville/government/agendas_and_minutes/building_and_property_standards_meetings.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – TIRZ Board Minutes

- There was not a meeting of the TIRZ Board during the month of February 2014.

Electronic minutes are found at the following link:

http://71.6.142.67/revize/farmersville/government/agendas_and_minutes/other_boards_and_committees.jsp#revize_document_center_rz305

- Kenneth Maun's Office is working on an Interlocal Agreement regarding the collection of taxes within the TIRZ. It will also go before Commissioner's Court in the near future.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Library/Civic Center Board Minutes

- There was not a meeting of the Library/Civic Center Board during the month of February 2014.

Electronic minutes are found at the following link:

http://71.6.142.67/revize/farmersville/government/agendas_and_minutes/library_civic_center_board.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – Farmersville Public Housing Authority Report

- A meeting has not been scheduled for 2014 to date.

Electronic agendas are found at the following link:

<http://www.texoma.cog.tx.us/departments/client-services/texoma-housing-partners/>



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: INFORMATIONAL ITEM – North Texas Municipal Water District Board Agenda

- The agenda for the last two meetings are attached.

Electronic agendas are found at the following link:

https://ntmwd.com/meeting_agendas.html



NORTH TEXAS MUNICIPAL WATER DISTRICT

**505 E. Brown Street • Wylie, Texas 75098
(972) 442-5405 – Phone • (972) 442-295-6440 - Fax**

**BOARD OF DIRECTORS
SATURDAY, FEBRUARY 1, 2014
8:15 A.M.**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of North Texas Municipal Water District will hold a regular meeting, open to the public, on Saturday, February 1, 2014, at 8:15 a.m., at the Hilton Dallas/Rockwall Lakefront Hotel, Parlor F, 2055 Summer Lee Drive, Rockwall, Texas 75032.

The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); or discussing security personnel or devices (Section 551.076). If the Board of Directors determines to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.

AGENDA¹

I. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consider Acceptance of 2012-2013 Annual Audit
(Please refer to Board Memorandum)**
- B. Consider Authorizing Amendment of District Policy No. 2, Executive Director
(Please refer to Administrative Memorandum No. 4125)**

II. ADJOURNMENT

¹Persons with disabilities who plan to attend the NTMWD Board of Directors Planning Retreat and who may need auxiliary aids or services are requested to contact John Montgomery in the NTMWD Administrative Offices at (972) 442-5405 as soon as possible. All reasonable efforts will be taken to make the appropriate arrangements.



NORTH TEXAS MUNICIPAL WATER DISTRICT

**505 E. Brown Street • Wylie, Texas 75098
(972) 442-5405 – Phone • (972) 295-6440 – Fax**

**BOARD OF DIRECTORS
REGULAR MEETING
THURSDAY, FEBRUARY 27, 2014
4:00 P.M.**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of North Texas Municipal Water District will hold a regular meeting, open to the public, on Thursday, February 27, 2014, at 4:00 p.m., at the North Texas Municipal Water District offices, 505 E. Brown Street, Wylie, Texas.

The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); or discussing security personnel or devices (Section 551.076). If the Board of Directors determines to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.

AGENDA¹

- I. INVOCATION – DIRECTOR JERRY YANCEY
- II. ROLL CALL
- III. RECOGNITION OF GUESTS
 - A. Registered Guests
- IV. PUBLIC COMMENTS

The Board of Directors allows individuals to speak to the Board. Prior to the meeting, speakers must complete and submit a "Public Comment Registration Form." The time limit is five (5) minutes per speaker, not to exceed a total of thirty (30) minutes for all speakers. The Board may not discuss these items, but may respond with factual or policy information.

¹Persons with disabilities who plan to attend the NTMWD Board of Directors meeting and who may need auxiliary aids or services are requested to contact John Montgomery in the NTMWD Administrative Offices at (972) 442-5405 as soon as possible. All reasonable efforts will be taken to make the appropriate arrangements.

V. CONSENT AGENDA ITEMS

The Consent Agenda allows the Board of Directors to approve all routine, noncontroversial items with a single motion, without the need for discussion by the entire Board. Any item may be removed from consent and considered individually upon request of a Board member.

- A. Consider Approval of Board of Directors Meeting Minutes – January 23, 2014
(Please refer to Consent Agenda Item No. 14-02-01)
- B. Consider Approval of Board of Directors Special Meeting Minutes – February 1, 2014
(Please refer to Consent Agenda Item No. 14-02-02)
- C. Consider Approval of Board of Directors Planning Retreat Minutes – February 1, 2014
(Please refer to Consent Agenda Item No. 14-02-03)
- D. Consider Authorization to Make Final Payment on Project No. 280, Floyd Branch Regional Wastewater Treatment Plant, 2012 Odor Control Improvements
(Please refer to Consent Agenda Item No. 14-02-04)
- E. Consider Authorization to Make Final Payment on Project No. 313, Union Pacific Railroad Crossing Protection of the Existing 72-Inch Texoma Pipeline
(Please refer to Consent Agenda Item No. 14-02-05)
- F. Consider Authorizing Change Order No. 2 and Authorization to Make Final Payment on Project No. 229, Wylie Water Treatment Plant Security Enhancements, Phase 2
(Please refer to Consent Agenda Item No. 14-02-06)
- G. Consider Authorizing Additional Engineering Services on Project No. 233, 121 Regional Disposal Facility Fleet Maintenance Weld Services Building
(Please refer to Consent Agenda Item No. 14-02-07)
- H. Consider Authorizing Funding for Retirement Dinner in Honor of NTMWD's Executive Director
(Please refer to Consent Agenda Item No. 14-02-08)

VI. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consider Authorizing Funding for the Texas Water Smart Coalition Awareness Campaign
(Please refer to Administrative Memorandum No. 4126)

- X. Consider Authorizing Change Order No. 1 on Project No. 188, Expand High Service Pump Station 3-1 to 350 MGD
(Please refer to Administrative Memorandum No. 4149)
- Y. Consider Authorizing Additional Engineering Services for Project No. 320, Wylie Water Treatment Plant II, Improvements for Basin Nos. 3 and 4
(Please refer to Administrative Memorandum No. 4150)
- Z. Consider Authorizing Change Order No. 1 on Project No. 275, Chapman Lake Water Access, Task B (Dredging)
(Please refer to Administrative Memorandum No. 4151)
- AA. Consider Authorizing Change Order No. 5 on Project No. 259, Water Treatment Plant I Conversion to Biologically Active Filtration and Improvement of Existing Underdrains
(Please refer to Administrative Memorandum No. 4152)

VII. ADJOURNMENT

NEXT REGULAR MEETING OF BOARD, THURSDAY, MARCH 27, 2014, AT 4:00 P.M. IN THE ADMINISTRATIVE OFFICES, WYLIE, TEXAS



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Public Hearing – Conduct a public hearing on designating a certain area as a Reinvestment Zone for Commercial/Industrial uses in the City of Farmersville

ACTION:

- a) Open the Public Hearing and call the time.
- b) Ask for anyone to come forward and speak who is **FOR** the Reinvestment Zone
- c) Ask for anyone to come forward and speak who **OPPOSE** the Reinvestment Zone
- d) Close the Public Hearing and call the time.



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: March 11, 2014

SUBJECT: Only Reading – Consider, discuss and act upon an ordinance to amend the 2013-2014 Fiscal Year Budget from the Enterprise Fund regarding capital expenditures and building improvements

- An Ordinance is attached for review

ACTION: Accept or deny the ordinance as presented.

(V – A)

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

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2013 – 2014 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS, APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas is a Type A General-Law Municipality located in Collin County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code, and operating pursuant to the enabling legislation of the State of Texas;

WHEREAS, the City Manager of the City of Farmersville has reviewed the budget and which budget was adopted by the City Council for the Fiscal Year 2013 – 2014; and

WHEREAS, the City Manager of the City of Farmersville believes that the budget requires certain amendments and has submitted to the Mayor and the City Council proposed amendment(s) to the budget of the revenues and expenditures of conducting the affairs of said City, and providing a complete financial plan for the Fiscal Year 2013 – 2014; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Fiscal Year 2013 – 2014 budget to adopt the proposed amendment(s) to the budget of the revenues and expenditures from the Enterprise Fund to allow the funding of capital expenditures to include a Digger Truck/Pole Trailer; a 1/2 ton pick up truck; a 3/4 ton pick up truck; two bucket trucks; Farmersville Electric tools and building improvements/tools for Public Works Department.

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

SECTION 1. BUDGET AMENDMENT ADOPTION

From and after the effective date of this Ordinance, the amendments to the budget of the revenues and expenditures for the Fiscal Year 2013 – 2014 that are attached hereto as Exhibit "A" and incorporated herein by reference are hereby adopted and the budget for Fiscal Year 2013 – 2014 is hereby accordingly so amended and the amended budget for Fiscal Year 2013 – 2014 adopted.

SECTION 2. SEVERABILITY

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

SECTION 3. REPEALER

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances

are in direct conflict with the provisions of this Ordinance. Any and all ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 4. ENGROSSMENT AND ENROLLMENT

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

SECTION 5. SAVINGS

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

SECTION 6. EFFECTIVE DATE

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

PASSED on first reading and only reading on the 11th day of March, 2014 at properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 11th DAY OF MARCH, 2014.

Joseph E. Helmberger, P.E., Mayor
City of Farmersville, Texas

ATTEST:

Edie Sims, City Secretary

CITY OF FARMERSVILLE

EXHIBIT A

FY 2013-2014 Proposed Electric Note Fund

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
Electric Note Fund	\$ 600,000	\$ 25	\$ 600,025	\$ -	-
Proposed expenses					
Digger Truck/Pole Trailer			\$ 38,300		
Chevrolet 1/2 ton			\$ 35,000		
Chevrolet 3/4 ton			\$ 40,000		
(2) Bucket Trucks			\$ 267,112		
Tools			\$ 36,600		
Building Improvement/Tools			\$ 183,013		
Total Expenses			\$ 600,025		



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Only Reading – Consider, discuss and act upon an ordinance to amend the 2013-2014 Fiscal Year Budget from the General Fund regarding capital equipment

- An Ordinance is attached for review
- Recommendation letter from City Attorney is attached for review

ACTION: Accept or deny the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE O-2014-0311-002**

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2013 – 2014 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS, APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas is a Type A General-Law Municipality located in Collin County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code, and operating pursuant to the enabling legislation of the State of Texas;

WHEREAS, the City Manager of the City of Farmersville has reviewed the budget and which budget was adopted by the City Council for the Fiscal Year 2013 – 2014; and

WHEREAS, the City Manager of the City of Farmersville believes that the budget requires certain amendments and has submitted to the Mayor and the City Council proposed amendment(s) to the budget of the revenues and expenditures of conducting the affairs of said City, and providing a complete financial plan for the Fiscal Year 2013 – 2014; and,

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Fiscal Year 2013 – 2014 budget to adopt the proposed amendment(s) to the budget of the revenues and expenditures from the General Fund to allow the funding of capital expenditures to include a Warrant Officer vehicle and Public Works Director vehicle.

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

SECTION 1. BUDGET AMENDMENT ADOPTION

From and after the effective date of this Ordinance, the amendments to the budget of the revenues and expenditures for the Fiscal Year 2013 – 2014 that are attached hereto as Exhibit “A” and incorporated herein by reference are hereby adopted and the budget for Fiscal Year 2013 – 2014 is hereby accordingly so amended and the amended budget for Fiscal Year 2013 – 2014 adopted.

SECTION 2. SEVERABILITY

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

SECTION 3. REPEALER

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

resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 4. ENGROSSMENT AND ENROLLMENT

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

SECTION 5. SAVINGS

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

SECTION 6. EFFECTIVE DATE

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

PASSED on first reading and only reading on the 11th day of March, 2014 at properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 11th DAY OF MARCH, 2014.

Joseph E. Helmberger, P.E., Mayor
City of Farmersville, Texas

ATTEST:

Edie Sims, City Secretary

CITY OF FARMERSVILLE

EXHIBIT A

FY 2013-2014 General Fund Revision

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund	\$ 973,000	\$ 1,604,165	\$ 2,749,100	\$ 1,069,935	898,000
Proposed expenses					
Warrant Officer Vehicle			\$ 40,000		
Chevrolet 1/2 ton			\$ 35,000		

BROWN & HOFMEISTER, L.L.P.

Sender's Direct Information:

ALAN D. LATHROM

(214) 747-6108

E-Mail: alathrom@bhlaw.net

740 East Campbell Road
Suite 800
Richardson, Texas 75081

Telephone: (214) 747-6100

Telecopier: (214) 747-6111

www.bhlaw.net

March 11, 2014

Government Capital Corporation
345 Miron Dr
Southlake, TX 76092

Re: Public Property Finance Act Contract No. 6581

Dear Sir or Madam:

I have examined the Public Property Finance Act Contract No. 6581, (the "Finance Contract") between the City of Farmersville (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides for the financing by the City of Farmersville of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.6581.

I have also examined other certificates and documents as we deem necessary and appropriate under the circumstances. Based upon the foregoing examination, we are of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas as such terms are used in Section 103 of the Internal Revenue Code of 1986, as amended; and
2. The Issuer has the requisite power and authority to purchase the Property and to execute and deliver the Finance Contract and to perform its obligations under the Finance Contract; and
3. The Finance Contract and the other documents either attached thereto or required therein have been duly authorized, approved, and executed by and on behalf of the Issuer; and
4. The Finance Contract is a valid and binding obligation of the Issuer enforceable in accordance with its terms, except as may be limited by the laws of bankruptcy and insolvency, and laws of general application involving the rights of creditors against governmental entities, and except that the term "enforceable" shall not be deemed to include the availability of specific performance or any other equitable remedy in respect of any provision of the Agreement to the extent there is available an adequate remedy at law; and

Government Capital Corporation

March 11, 2014

Page 2

5. The Issuer has, in accordance with the requirements of law, fully budgeted and appropriated funds for the current budget year to meet its obligation for the Original Term (as defined in the Finance Contract).

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns. If you have any questions regarding this matter, please feel free to contact me at the telephone number listed above. Thank you in advance for your courtesy and cooperation in this matter.

Very truly yours,

Alan D. Lathrom
Assistant City Attorney

AL/

cc: Ben White, City Manager
Edie Sims, City Secretary
Mark Houser, City Attorney



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Only Reading – Consider, discuss and act upon an ordinance cancelling the May 10, 2014 General Election for the City of Farmersville

- An Ordinance is attached for review

ACTION: Accept or deny the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE #O-2014-0311-003**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DECLARING AS ELECTED THE UNOPPOSED CANDIDATES FOR THE OFFICES OF MAYOR AND PLACE 2 AND PLACE 4 CITY COUNCIL MEMBERS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT THE MAY 10, 2014, GENERAL MUNICIPAL ELECTION SHALL NOT BE HELD; PROVIDING FOR POSTING OF THIS ORDINANCE ON ELECTION DAY, MAY 10, 2014; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville, Texas, ("City Council"), issued an order on January 28, 2014, directing that a general municipal election be held on May 10, 2014, for the purpose of electing three officials of the City to serve as the Mayor and Place 2 and Place 4 City Council Members; and

WHEREAS, pursuant to Sections 143.007 and 146.054 of the Texas Election Code, the deadlines for filing applications for a place on the ballot and for the declaration of write-in candidacy for the City's general municipal election have expired; and

WHEREAS, the City Secretary, in accordance with Section 2.052 of the Texas Election Code, has certified in writing to the City Council that Joe Helmberger is unopposed for election to the office of Mayor, and that John Politz and Jim Foy are unopposed for election to Place 2 and Place 4 City Council Members, respectively; and

WHEREAS, the City Council, upon receipt and review of such written certification, hereby finds and determines that the candidates whose names are to appear on the ballot in said election for Mayor and City Council Members are unopposed, there are no declared write-in candidates, and no propositions to appear on the ballot for said election;

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

Section 1: FINDINGS INCORPORATED

The findings set forth above are found to be true and correct and are hereby incorporated into the body of this Ordinance for all purposes as if fully set forth herein.

Section 2: DECLARING CANDIDATES DULY ELECTED

In accordance with Section 2.053(a) and (c) of the Texas Election Code, the following unopposed candidates are hereby declared duly elected to the respective office shown and shall be issued a certificate of election following the date on which the general municipal election for City Council would have been canvassed:

**Joseph E. Helmberger, P.E., Mayor
John Politz, Place 2
Jim Foy, Place 4**

Section 3: CANCELLING GENERAL ELECTION

In accordance with Section 2.053(b) of the Texas Election Code, the general municipal election for the City Council heretofore called and ordered for May 10, 2014 shall not be held and is hereby cancelled.

Section 4: REQUIRING POSTING OF ORDINANCE

In accordance with Section 2.053(b) of the Texas Election Code, the City Secretary is hereby directed to cause a copy of this Ordinance to be posted on Election Day, same being May 10, 2014, at all polling places that would have been used in such election.

Section 5: SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the words, phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph or section.

Section 6: REPEALER CLAUSE

Any provision of any prior ordinance of the City, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 7: EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED on first reading and only reading on the 11th day of March, 2014 at properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED:

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 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: Accept or deny the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-0325-002**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING FARMERSVILLE CODE OF ORDINANCES AMENDING APPENDIX A, "MASTER FEE SCHEDULE," ARTICLE 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:

Roll-on Compactors	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
Open Top Roll-off Containers	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 11th day of March, 2014, and second reading on the 25th 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.

APPROVED THIS 25th DAY OF MARCH, 2014.

APPROVED:

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

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Sharyland Utilities annual review

- Sharyland Utilities will have a representative presenting their annual review

ACTION: Council to act as deemed necessary.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Approve an agreement between the surety and City regarding the 12" water line project

- Agreement with Westfield Insurance Company is attached for review

ACTION: Approve or disapprove the agreement as presented.

TENDER AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2014, by and between the City of Farmersville (Obligee), and the Westfield Insurance Company (WIC), an Ohio corporation doing business at One Park Circle, Westfield Center, Ohio 44251-5001.

WHEREAS, WIC on or about November 18, 2013, executed a certain Performance Bond and Payment Bond, Bond No.6092965, as surety for Billy Cummings Construction, Inc. (Principal), in favor of Obligee, with respect to the unit price Contract known as Construction of Sycamore Street Waterline dated on or about December 13, 2013 in the amount of \$456,499.95; and

WHEREAS, prior to any performance of the Contract, Principal, by letter dated on or around January 6, 2014, declared itself to be in default; and

WHEREAS, Obligee has acknowledged the default of Principal and has called upon WIC to complete performance of the Contract; and

WHEREAS, WIC has received a bid in the amount of \$536,910.00 from Capps-Capco (Contractor) to perform the unit price Contract in the stead of Principal. and

WHEREAS, WIC and Obligee acknowledge the costs to complete the project submitted both by Principal and Contractor are based on estimated quantities; and

WHEREAS, Obligee has purchased certain materials from Principal's supplier that have been accepted by, and will be utilized by Contractor in completion of the Contract; and

WHEREAS, WIC has tendered the Contractor to Obligee; and

WHEREAS, Obligee has accepted such tender.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. In consideration of immediate payment to it by WIC of the difference in Principal's contract price and Contractor's bid, amounting to Eighty Thousand Four Hundred Ten Dollars and Five Cents (\$80,410.05), the receipt and sufficiency of which is hereby acknowledged, Obligee does hereby release and forever discharge WIC from any and all liability by reason of the above referenced performance bond, except to the limited extent provided herein:
 - a. Upon Contractor's completion of the Contract, Obligee and WIC will promptly verify the quantities performed by Contractor pursuant to Principal's contract obligation, and will tender as necessary moneys which may be due one another as a result of actual quantities exceeding or falling below that which was estimated.

- b. WIC will warrant the materials purchased by Obligee from Principal's supplier to the extent said supplier warrants the same to Obligee.
2. Obligee assigns to WIC all rights, title, and interest in and to any claims which Obligee may now have or later acquire against Principal, arising out of or by reason of the above Contract.
3. Each signatory hereto represents and warrants that he or she is authorized to execute this Agreement on behalf of his or her respective entities.

CITY OF FARMERSVILLE, TEXAS

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

Date Signed: _____

ATTEST:

Edie Sims, City Secretary

STATE OF TEXAS §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared Joseph E. Helmberger, 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 the 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 on this the _____ day of _____, 2014.

Notary Public, State of Texas

[Signatures continued on following page.]

Witness:

WESTFIELD INSURANCE COMPANY

Name: _____

By: _____
Name: _____

Its: Surety Claim Counsel

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, 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 Westfield Insurance Company, an Ohio corporation, as its Surety Claim Counsel, for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2014.

Notary Public, State of Texas



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Consider, discuss and act upon rescinding the contract with Billy Cummings Construction Inc. regarding the 12" water line project

- City Manager Ben White will address this issue

ACTION: Approve or disapprove rescinding the contract.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Consider, discuss and act upon a Notice of Award to Capps-Capco for the 12" water line project as contractor on project

- Recommendation letter is attached from City Engineer for review
- Bid Tab from bid opening on February 11, 2014
- Notice of Award

ACTION: Approve or disapprove Notice of Award.



March 7, 2014

Mr. Benjamin White, P.E., City Manager
City of Farmersville
205 South Main Street
Farmersville, Texas 75442

RE: Sycamore Street Waterline Project Rebid
Bid Tabulation & Recommendation

Dear Ben:

I have attached a bid tabulation form for the rebid of the Sycamore Street Waterline Project for the City of Farmersville. Bids were accepted on Tuesday, February 11, 2014 at 2:00 p.m. The rebid was necessary because the original contractor, Billy Cummings Construction Company, Inc., had issued a notice to the bonding company (Westfield Insurance Co.) that they would not be able to perform under the original contract. There were five bidders on the rebid project and all original bidders were invited to rebid the project. Capps Capco Construction, Tyler, TX was the low bidder with a total base bid amount of \$536,910.00. The original Cummings Construction bid was \$456,499.95. The difference between the original bid and the rebid will be paid by Westfield Insurance Co. Additionally, any quantity changes for the project utilizing the original unit price bids will be paid by Westfield Insurance Co. at the end of the project.

DBI has worked with Capps Capco Construction, Inc. on a number of waterline projects in the past. Our firm believes Capps Capco Construction, Inc. has the equipment and experience to successfully complete the project. It is the recommendation of DBI that the City of Farmersville award the bid for the Sycamore Street Waterline Project to Capps Capco Construction, Inc. for the base bid amount of \$536,910.00 and that the City execute an agreement with Westfield Insurance Co. for the contract cost differences.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Eddy W. Daniel".

Eddy W. Daniel, P.E.

City of Farmersville

Bid Tabulation Form for Construction of Sycamore Street Waterline Project

Bid Date: Tuesday, February 11, 2014 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Capps-Capco Construction Tyler, TX			Vessels Construction Sherman, TX			The Fain Group Fort Worth, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 12" DR 18 C900 PVC waterline with appurtenances	5,850	37.00	\$216,450.00	5,850	48.61	\$284,368.50	5,850	43.00	\$251,550.00
2	Furnish and install bore with 21" SDR 35 PVC casing	510	95.00	\$48,450.00	510	109.70	\$55,947.00	510	126.00	\$64,260.00
3	Furnish and install dry road bore with 20" steel casing	150	275.00	\$41,250.00	150	249.01	\$37,351.50	150	315.00	\$47,250.00
4	Furnish and install open cut crossing with 21" SDR 35 PVC casing	190	45.00	\$8,550.00	190	49.97	\$9,494.30	190	123.00	\$23,370.00
5	Furnish and install fittings	2.8	12,200.00	\$34,160.00	2.8	12,529.25	\$35,081.90	2.8	\$15,579.00	\$43,621.20
6	Furnish and install 12" MJ RW gate valve with appurtenances	10	2,685.00	\$26,850.00	10	1,939.02	\$19,390.20	10	\$2,120.00	\$21,200.00
7	Furnish and install 12" MJ X FL RW gate valve with appurtenances	9	2,650.00	\$23,850.00	9	1,865.30	\$16,787.70	9	\$2,100.00	\$18,900.00
8	Furnish and install 6" MJ RW gate valve with appurtenances	3	950.00	\$2,850.00	3	707.25	\$2,121.75	3	\$880.00	\$2,640.00
9	Furnish and install 6" MJ x FL RW gate valve with appurtenances	5	950.00	\$4,750.00	5	667.00	\$3,335.00	5	\$840.00	\$4,200.00
10	Furnish and install 6" FL RW gate valve with appurtenances	2	950.00	\$1,900.00	2	651.48	\$1,302.96	2	\$1,065.00	\$2,130.00
11	Furnish and install 4" MJ x FL RW gate valve with appurtenances	1	650.00	\$650.00	1	524.40	\$524.40	1	\$612.00	\$612.00
12	Furnish and install 2" MJ RW gate valve with appurtenances	2	600.00	\$1,200.00	2	385.83	\$771.66	2	\$473.00	\$946.00
13	Furnish and install fire hydrant assembly with appurtenances	10	3,475.00	\$34,750.00	10	3,846.87	\$38,468.70	10	\$3,800.00	\$38,000.00
14	Furnish and install long side service bore with 2" HDPE SDR 11 encasement and 1" Poly carrier pipe	11	1,600.00	\$17,600.00	11	1,092.10	\$12,013.10	11	\$1,500.00	\$16,500.00
15	Furnish and install long side service connection with appurtenances	14	825.00	\$11,550.00	14	1,080.60	\$15,128.40	14	\$750.00	\$10,500.00
16	Furnish and install short side service connections with appurtenances	18	1,025.00	\$18,450.00	18	1,315.10	\$23,671.80	18	\$580.00	\$10,440.00
17	Furnish and install Kupferle #88-SS Eclipse Sampling Station with appurtenances	2	1,750.00	\$3,500.00	2	1,474.95	\$2,949.90	2	\$1,800.00	\$3,600.00
18	Furnish and install Tracer Wire	6,000	0.15	\$900.00	6,000	0.12	\$720.00	6,000	\$0.17	\$1,020.00
19	Furnish and install valve box Test Stations	10	75.00	\$750.00	10	40.02	\$400.20	10	\$58.00	\$580.00
20	Furnish and install Trench Safety Program	100	5.00	\$500.00	100	0.01	\$1.00	100	\$6.00	\$600.00
21	Provide mobilization and project overhead	1	38,000.00	\$38,000.00	1	16,014.00	\$16,014.00	1	\$60,000.00	\$60,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 21)			\$536,910.00			\$575,843.97			\$621,919.20
	CALENDAR DAYS	150 / 180			150 / 165			150 / 180		
Alternate Bid Items										
22	Furnish and install grass sodding	200	6.25	\$1,250.00	200	5.50	\$1,100.00	200	\$7.00	\$1,400.00
23	Furnish and install grass seeding	1,500	0.60	\$900.00	1,500	0.99	\$1,485.00	1,500	\$1.00	\$1,500.00

City of Farmersville

Bid Tabulation Form for Construction of Sycamore Street Waterline Project

Bid Date: Tuesday, February 11, 2014 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Dickerson Construction Co. Celina, TX			Double R Utilities, Inc. Royse City, TX		
		Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 12" DR 18 C900 PVC waterline with appurtenances	5,850	53.00	\$310,050.00	5,850	57.50	\$336,375.00
2	Furnish and install bore with 21" SDR 35 PVC casing	510	200.00	\$102,000.00	510	158.00	\$80,580.00
3	Furnish and install dry road bore with 20" steel casing	150	275.00	\$41,250.00	150	264.00	\$39,600.00
4	Furnish and install open cut crossing with 21" SDR 35 PVC casing	190	100.00	\$19,000.00	190	68.00	\$12,920.00
5	Furnish and install fittings	2.8	9,500.00	\$26,600.00	2.8	14,960.00	\$41,888.00
6	Furnish and install 12" MJ RW gate valve with appurtenances	10	2,100.00	\$21,000.00	10	2,577.00	\$25,770.00
7	Furnish and install 12" MJ X FL RW gate valve with appurtenances	9	2,100.00	\$18,900.00	9	2,554.00	\$22,986.00
8	Furnish and install 6" MJ RW gate valve with appurtenances	3	1,000.00	\$3,000.00	3	990.00	\$2,970.00
9	Furnish and install 6" MJ x FL RW gate valve with appurtenances	5	1,000.00	\$5,000.00	5	993.00	\$4,965.00
10	Furnish and install 6" FL RW gate valve with appurtenances	2	1,000.00	\$2,000.00	2	996.00	\$1,992.00
11	Furnish and install 4" MJ x FL RW gate valve with appurtenances	1	700.00	\$700.00	1	794.00	\$794.00
12	Furnish and install 2" MJ RW gate valve with appurtenances	2	650.00	\$1,300.00	2	682.00	\$1,364.00
13	Furnish and install fire hydrant assembly with appurtenances	10	3,000.00	\$30,000.00	10	4,389.00	\$43,890.00
14	Furnish and install long side service bore with 2" HDPE SDR 11 encasement and 1" Poly carrier pipe	11	2,500.00	\$27,500.00	11	2,600.00	\$28,600.00
15	Furnish and install long side service connection with appurtenances	14	750.00	\$10,500.00	14	1,982.00	\$27,748.00
16	Furnish and install short side service connections with appurtenances	18	700.00	\$12,600.00	18	1,488.00	\$26,784.00
17	Furnish and install Kupferle #88-SS Eclipse Sampling Station with appurtenances	2	1,750.00	\$3,500.00	2	3,997.00	\$7,994.00
18	Furnish and install Tracer Wire	6,000	0.25	\$1,500.00	6,000	1.00	\$6,000.00
19	Furnish and install valve box Test Stations	10	75.00	\$750.00	10	142.00	\$1,420.00
20	Furnish and install Trench Safety Program	100	30.00	\$3,000.00	100	25.00	\$2,500.00
21	Provide mobilization and project overhead	1	16,500.00	\$16,500.00	1	32,500.00	\$32,500.00
	TOTAL OF ALL BID ITEMS (1 THRU 21)			\$656,650.00			\$749,640.00
	CALENDAR DAYS	150 / 180			120 / 140		
Alternate Bid Items							
22	Furnish and install grass sodding	200	5.00	\$1,000.00	200	9.00	\$1,800.00
23	Furnish and install grass seeding	1,500	0.50	\$750.00	1,500	1.50	\$2,250.00

Notice of Award

Dated: _____

Project: Sycamore Street Waterline Project	Owner: City of Farmersville	Owner's Contract No.:
Contract:		Engineer's Project No.:
Bidder: Capps Capco Construction, Inc.		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		
13044 CR 192		
Tyler, Texas 75703		

You are notified that your Bid dated January 23, 2014 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Sycamore Street Waterline Project.

The Contract Price of your Contract is Five hundred thirty six thousand nine hundred ten and 00/100 Dollars (\$ 536,910.00).

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

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 4 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Farmersville
Owner

By: _____
Authorized Signature

Title

Copy to Engineer



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Consider, discuss and act upon a resolution designating a Reinvestment Zone for Commercial/Industrial uses in the City of Farmersville

- Resolution is attached for review

ACTION: Approve or disapprove Resolution as presented.

**CITY OF FARMERSVILLE, TEXAS
RESOLUTION # R-2014-0311-001**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING TAX ABATEMENT GUIDELINES AND CRITERIA; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Chapter 312 of the Texas Tax Code authorizes the City of Farmersville, Texas, to participate in tax abatement agreements; and

WHEREAS, the City of Farmersville, Texas, has previously elected to participate in tax abatement agreements pursuant to Chapter 312 of the Texas Tax Code, as amended, and intends to continue to participate in said tax abatements; and

WHEREAS, the City of Farmersville, Texas, will, on a case-by-case basis, give consideration to the granting of property tax incentives to eligible commercial, and industrial development projects; and

WHEREAS, the City Council of the City of Farmersville, Texas, is of the opinion that the City of Farmersville, Texas, should establish these guidelines and criteria, a copy of which is attached hereto as **Exhibit A**, governing tax abatement agreements for the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AS FOLLOWS:

Section 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Farmersville, Texas, and are fully incorporated into the body of this Resolution.

Section 2. The City Council hereby establishes and adopts the "City of Farmersville, Texas, Tax Abatement Guidelines and Criteria" attached hereto as **Exhibit A**. These adopted guidelines and criteria are effective for two (2) years until February 25, 2016.

Section 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Council without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentences, paragraph or section.

Section 4. This Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Farmersville, Texas on this the 11th day of March, 2014.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary

Exhibit "A"

City of Farmersville, Texas Tax Abatement Guidelines and Criteria COMMERCIAL/INDUSTRIAL AREAS Effective February 25, 2014

I. GENERAL PURPOSE AND OBJECTIVES

The City of Farmersville is committed to the promotion of high quality development in all parts of the City and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the City of Farmersville will, on a case by case basis, give consideration to providing tax abatement as a stimulus for economic development in Farmersville.

It is the policy of the City of Farmersville that said consideration will be provided in accordance with the procedures and criteria outlined in this document. According to Texas law, Property and Redevelopment and Tax Abatement Act, V.T.C.A., Tax Code, Chapter 312, the City of Farmersville may grant a tax abatement on the increment in value added to a particular property for a specific development proposal which meets the economic goals and objectives of the City

The tax abatement shall not apply to any portion of the inventory, land value, or supplies of the project. Tax abatement may be offered on improvements to real property owned by the applicant and/or on new personal property brought to the site by the applicant. Tax abatement will not ordinarily be considered for projects that would be developed without such incentives unless it can be demonstrated that higher development standards or other development and community goals will be achieved through the use of the abatement. Projects that are developed involving leased real property shall be governed under special terms and conditions, which may be set forth in the agreement governing specific tax abatements.

Nothing herein shall imply or suggest that the City of Farmersville is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis after approval of submitted application.

II. CRITERIA FOR TAX ABATEMENT

Any request for tax abatement shall be reviewed by the City Council. The Council's considerations shall be based upon a subjective evaluation of the following criteria which each applicant must address in narrative format in the Application for Tax Abatement and the Tax Abatement Questionnaire.

A. A breakdown of types and numbers of jobs along with total annual payroll.

- B. A summary of real and personal property value added to the tax roll; direct sales tax generated from purchases by the applicant; community and applicant investment in infrastructure; projected annual facility budget; whether or not the applicant proposes new construction, rehab or reuse of existing facilities, or some combination. This information must be provided in sufficient detail to accommodate an analysis of the fiscal impact on the community.
- C. A summary of the relocation of employees and projections of employment from the local or regional labor market including any plans for the enhancement of locally hired job skills and the resultant wage earnings capacity.
- D. Description of the project's environmental impacts from operation including impacts to air, water, and noise.

III. VALUE OF INCENTIVES

The subjective criteria outlined in SECTION II will be used by the City Council in determining whether or not it is in the best interests of the taxing entity to offer tax abatement to a particular applicant. Specific considerations will include the degree to which the individual project furthers the goals and objectives of the community, as well as the relative impact of the project.

Once a determination has been made that tax abatement should be offered, the value and term of the abatement will be determined by referencing the following table:

INCREASED VALUE OF OF STRUCTURE, PERSONAL PROPERTY, AND VALUE OF ANNUAL PAYROLL	YEARS OF ABATEMENT	PERCENT OF ABATEMENT
\$5,000,001 - \$20,000,000	5	50
\$2,000,001 - \$5,000,000	4	50
\$500,000 - \$2,000,000	3	50

An additional number of years of abatement or an increased percentage of abatement may be granted to a project, subject to negotiation with the City, if the applicant meets one (1) or all of the following criteria:

- A. The applicant is an existing business in the City of Farmersville which is expanding its operation; for these expansions, the City Council may also choose to consider a tax abatement based on threshold values of new structures, personal property, and the value of annual payroll that are fifty (50) percent of the values listed in the chart above;
- B. The applicant presents a plan consistent with that established by the equal Employment Opportunity Commission for the local hiring of the disadvantaged and under-employed persons in Farmersville; and/or

- C. The applicant meets certain unique circumstances as specified in the tax abatement agreement.

Tax abatement shall become effective January 1 of the calendar year immediately following the issuance of a certificate of occupancy; however the City may delay the first year of tax abatement until January 1 of the second calendar year immediately following the issuance of a certificate of occupancy when deemed appropriate.

IV. PRELIMINARY APPLICATION STEPS

- A. Applicant shall complete the City of Farmersville Tax Abatement Questionnaire which shall be considered by the City Council as the basis for granting tax abatement and which shall be used in the preparation for any subsequent Tax Abatement Agreement.
- B. Applicant shall address all criteria questions outlined in SECTION II, above, in narrative format.
- C. Applicant shall provide a plat, site plan or map showing the precise location of the property, all roadways and existing zoning within five hundred feet (500') of the site.
- D. If the property is described by metes and bounds, a complete legal description shall be provided.
- E. Applicant shall complete and submit all forms and information detailed in items A through E above to the City Manager, City of Farmersville, 205 South Main Street, Farmersville, TX 75442.

V. APPLICATION REVIEW STEPS

- A. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
- B. The application package will be distributed to the appropriate City departments for internal review and comments. Additional information may be requested as needed.
- C. Copies of the complete application package and staff comments will be provided to the City Council

VI. CONSIDERATION OF THE APPLICATION

- A. The City Council may consider a resolution calling for a public hearing to consider establishment of a tax abatement zone.

- B. The City Council may hold the public hearing and determine whether the project is "feasible and practical and would be of benefit to the land to be included in the zone and to the municipality."
- C. The City Council may consider adoption of an ordinance designating the area described in the legal description of the proposed project as a commercial/industrial tax abatement zone with approval requiring a majority vote at a regularly scheduled meeting.
- D. The City Council shall request that the governing bodies of Collin County and Collin County Community College District consider adoption of and participation in the tax abatement agreement between the City of Farmersville and the applicant.

VII. AMENDMENTS TO THIS POLICY STATEMENT

The policy statement adopted herein shall not be amended or repealed except by three-fourths (3/4ths) vote of the City Council.

VIII. EFFECTIVE DATE

The policy statement adopted herein shall be effective from February 25, 2014 and remain effective for two (2) years from the date of adoption, unless otherwise repealed by a three-fourths (3/4ths) vote of the City Council.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Consider, discuss and act upon an amendment to the refuse contract regarding roll-off refuse customers

- A red-lined amendment is attached for review

ACTION: Approve or disapprove 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

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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 10th 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 (25th) 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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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: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Consider, discuss and act upon an agreement with Wi-Five Broadband for water tower lease space

- A Lease Agreement is attached for review

ACTION: Approve or disapprove agreement as presented.

WATER TOWER AND LAND LEASE AGREEMENT

This Tower and Land Lease Agreement ("this Lease") is entered into on ____ day of _____, 2014, between the **City of Farmersville, Texas**, a Texas municipal corporation ("CITY"), and **3 Rooms Communications LLC**, a Texas corporation, doing business as **Wi-Five Broadband** ("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 March 11, 2014 ("Commencement Date"), and ending on March 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 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*

If to TENANT, to:

Fax: _____
Email: _____

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 ____ day of _____, 2014.

By: _____
By: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

Before me, the undersigned Notary Public, on this day personally appeared _____, 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 3 Rooms Communication LLC, a Texas corporation, d/b/a Wi-Five Broadband, as its _____, for the purposes and consideration therein expressed.

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

Notary Public, State of Texas

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 ft² 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 March 11, 2014, as indicated by the signatures below.

CITY OF FARMERSVILLE, TEXAS

3 Rooms Communications LLC
d/b/a Wi-Five Broadband

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

By: _____
_____, _____



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 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 attached for review

ACTION: Approve or disapprove agreement as presented.

WATER TOWER AND LAND LEASE AGREEMENT

This Tower and Land Lease Agreement ("this Lease") is entered into on 21st 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

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 21st 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 21st 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" 2
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

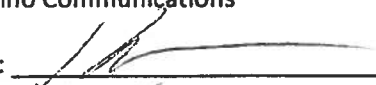
Rental basis: 4 antennas + 2 dishes + 6 ft² dish area (x) \$135.00 Monthly Rent: \$1,620.00

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:  _____
K. S. 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 (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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 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

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 25th day of February, 2014

APPROVED:

ATTEST:

Joseph E. Helmberger, P.E., Mayor

Edie Sims, City Secretary

Grant Number: 2811801



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Consider, discuss and act upon changes to the Personnel Manual regarding on-call personnel

- A Resolution is attached for review

ACTION: Approve or disapprove Resolution as presented.

**CITY OF FARMERSVILLE, TEXAS
RESOLUTION # R-2014-0311-002**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE PERSONNEL POLICIES MANUAL BY THE ADDITION OF A NEW SECTION 4.04, ENTITLED "ON-CALL TIME," AND A NEW SECTION 4.05, ENTITLED "SUBSTITUTES," AND A NEW SECTION 4.06, ENTITLED "READINESS AND RESPONSE OF ON-CALL PERSONNEL," BY THE AMENDMENT OF EXISTING SECTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has previously adopted a Personnel Policies Manual that is intended to bring into the service of the City a high degree of understanding, cooperation, efficiency, and unity which comes through systematic application of good procedures in personnel administration, and to provide a uniform policy for all employees with all the benefits such a program insures; and

WHEREAS, the City Council now desires to amend said Personnel Policies Manual as set forth herein;

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. From and after the adoption of this Resolution the Personnel Policies Manual is hereby amended by the addition of a new Section 4.04, entitled "On-Call Time," to read as follows:

"4.04. ON-CALL TIME

Public Works employees who are scheduled on-call status will receive one hour of pay for each day they are assigned to be on-call. This one hour pay does not count towards the allowable number of hours in a workweek per work period and is therefore not calculated as overtime. This pay does not apply to Police or Fire personnel."

SECTION 3. From and after the adoption of this Resolution the Personnel Policies Manual is hereby amended by the addition of a new Section 4.05, entitled "SUBSTITUTES," to read as follows:

"4.05. SUBSTITUTES"

With the approval of the Foreman or City Manager, employees designated as on-call may make arrangements for another employee to substitute/cover their on-call assignment. If no substitute is available, the on-call employee must cover the on-call assignment. Substitutes will be eligible for on-call pay only if they substitute for a 24-hour period."

SECTION 4. From and after the adoption of this Resolution the Personnel Policies Manual is hereby amended by the addition of a new Section 4.06, entitled "SUBSTITUTES," to read as follows:

"4.06. READINESS AND RESPONSE OF ON-CALL PERSONNEL"

On-call personnel must be prepared to respond to call-backs at any time. For this reason, on-call personnel are not allowed to consume alcohol at any time

while on-call. Additionally, if an employee is taking medication that can affect their preparedness, they must inform the Foreman or City Manager and remove themselves from on-call status. Employees will not receive on-call pay if they are not prepared to or able to respond to call-backs.

On-call personnel will be provided a City vehicle to drive while on-call. If the on-call employee's personal vehicle is used, mileage will be compensated at the Federal mileage rate. If stand-by personnel are called-back, they should first report to their department to obtain a City vehicle, and then report to the work site. On-call and stand-by personnel must respond to call-backs within 20 minutes.

On-call and stand-by personnel must carry phones while on-call."

SECTION 5. This Resolution shall take effect upon approval by the City Council as the law in such cases provides, and it is accordingly so resolved.

PASSED THIS 11th day of March, 2014 at a scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 11th DAY OF MARCH, 2014.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary

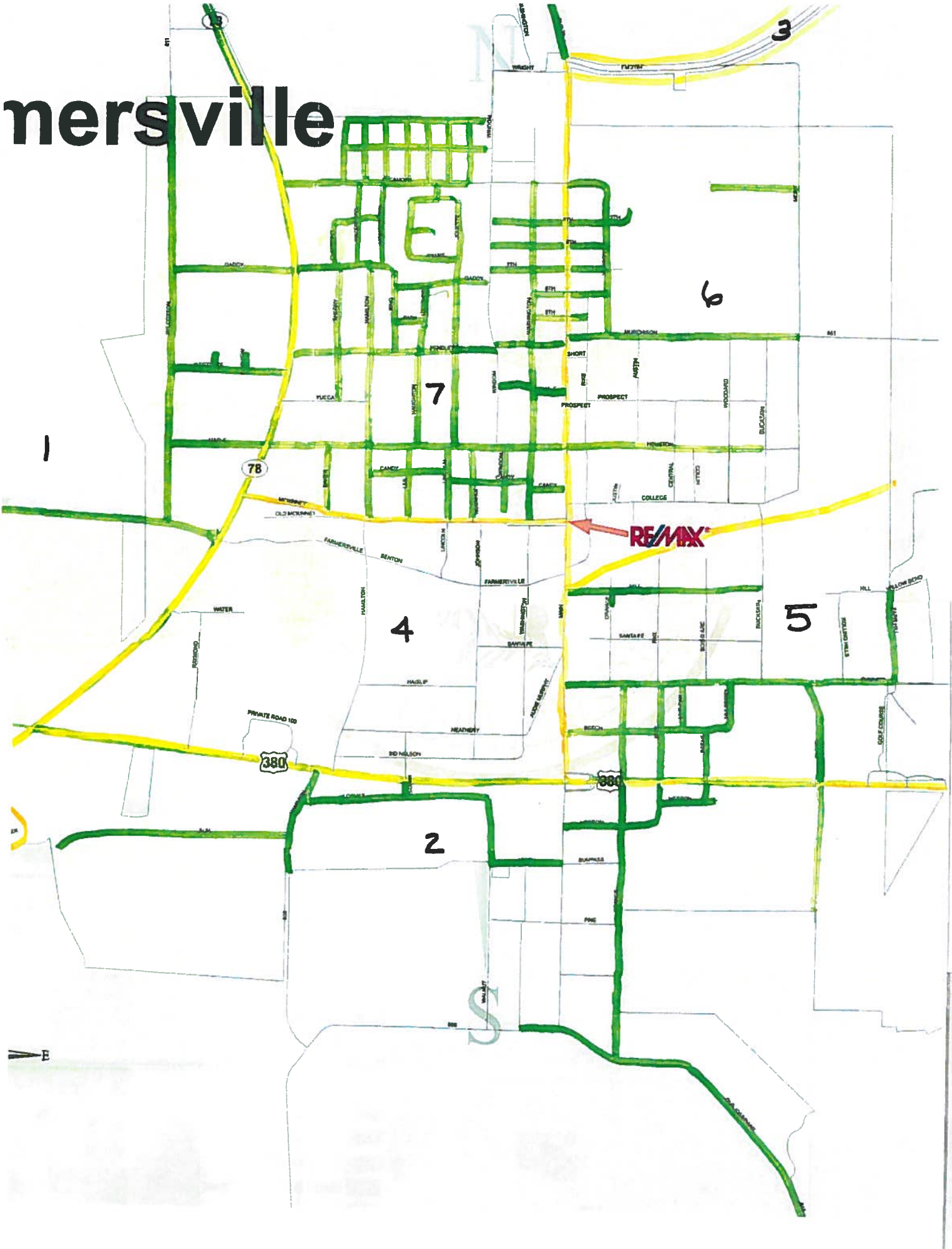


TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Update on cleanup from December's ice storm

- A update is attached for review

ACTION: No action is required.

nersville





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Update on street General Obligation Bond projects

- A update is attached for review

ACTION: No action is required.

Street GO Bond Project Status

Project Number	Project Name	Budget	Projected Or Actual Cost	Status	Estimated Construction Start Date	Estimated Construction End Date
Street Projects						
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	123,000	123,000	Construction	Apr-13	Apr-14
2	Orange Street Overlay (380 to Old Josephine, Partially County Funded)	93,245	93,245	Engineering	Sep-14	Nov-14
3	CR557 Overlay (US 380 to SH 78), Majority County Funded	4,583	4,583	Complete	Oct-12	Jul-13
4	Westgate Overlay (Hwy 78 to Wilcoxson)	94,000	963,627	Contracted	Dec-13	Jun-14
5	Hamilton Overlay (McKinney to Yucca)	728,000		Contracted	Dec-13	Jun-14
6	Hamilton Street Overlay (Yucca to Gaddy)	88,000		Contracted	Dec-13	Jun-14
7	Central Overlay (College to Prospect)	101,000		Contracted	Dec-13	Jun-14
8	Beech Street Overlay (Main to Beene)	137,000		Contracted	Dec-13	Jun-14
9	Windom Overlay (Maple to McKinney)	46,000		Contracted	Dec-13	Jun-14
10	South Washington Overlay (Farmersville Parkway to Sid Nelson)	88,000	88,000	Engineering	May-14	Jul-14
11	Sid Nelson Overlay (South Washington to Hamilton)	88,000	88,000	Engineering	May-14	Jul-14
12	Hamilton Street (380 to Farmersville Parkway)	1,384,000	1,384,000	Engineering	Jul-14	Sep-14
13	Santa Fe Reconstruct (Johnson to Main)	504,000	504,000	Engineering	Oct-14	Dec-14
14	Street Signs and Installation	95,000	95,000	Ready for Construction	Feb-14	Dec-14
Street Projects Total		3,573,828	3,343,455	230,373		
Street Projects GO Bond Allocation		3,575,000				



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Update on water/wastewater General Obligation Bond projects

- A update is attached for review

ACTION: No action is required.

Water/Wastewater GO Bond Project Status

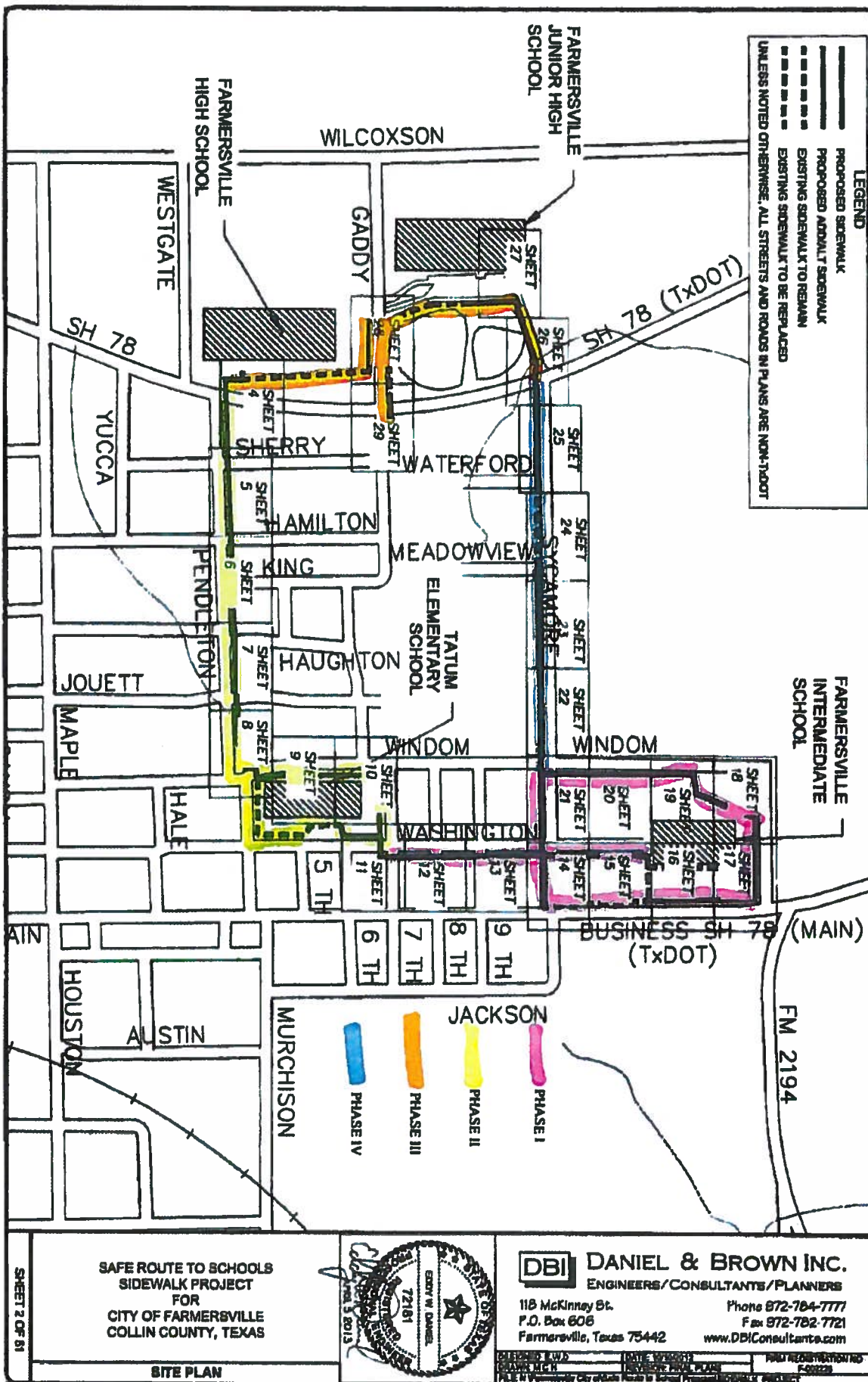
Project Number	Project Name	Budget	Projected Or Actual Cost	Status	Estimated Construction Start Date	Estimated Construction End Date
Water Projects						
15	North ET/North Main Street	189,000	464,607	Contracted	Mar-14	Jun-14
16	Sycamore St/Hwy 78	329,000		Contracted	Mar-14	Jun-14
17	Rike/Houston/Austin Street	163,500	163,500	Engineering	Apr-14	Jun-14
18	Automated Meter Reading System	520,000	520,000	Construction	Mar-13	Jun-14
19	Bob Tedford Drive	83,000	83,000	Not Started	Apr-14	Jun-14
20	CR 608/CR 609	63,500	63,500	Not Started	Jul-14	Aug-14
Wastewater Projects						
21	S Main & Abbey – Gravity Main	52,000	52,000	Not Started	Jan-15	Apr-15
22	Hwy 78 & Maple St – Gravity Main	57,000	57,000	Not Started	Jan-15	Apr-15
23	Hwy 78 & CR 611 – Gravity Main	172,500	172,500	Not Started	Jan-15	Apr-15
24	Floyd St – Lift Station	50,000	50,000	Engineering	May-14	Jul-14
25	Sycamore – Gravity Main	23,000	23,000	Complete	May-13	Jul-13
26	Hwy 380 & Welch Dr – Gravity Main	164,500	164,500	Not Started	Aug-14	Nov-14
27	Hwy 380 (AFI to Floyd St) – Lift Station & Force Main	445,000	445,000	Not Started	Nov-14	Jun-15
28	Locust – Gravity Main	88,500	88,500	Not Started	Oct-14	Dec-14
Water and Wastewater Projects Total		2,400,500	2,347,107	53,393		
Water and Wastewater Projects GO Bond Allocation		2,400,000				



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Update on Safe Routes to School project

- City Manager Ben White will address this issue

ACTION: Council to act as deemed necessary.





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Update on Chaparral Trail projects

- City Manager Ben White will address this issue

ACTION: Council to act as deemed necessary.

Chaparral Trail Project Update

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Chaparral Trail Grant Texas Parks & Wildlife (Phase I)	\$200,000	\$50,000 4B Funded	Oct-12	May-13	Grant audit underway. Awaiting fund reimbursement, \$150,000.
Chaparral Trail Grant Collin County Open Space (Phase II)	\$300,000	\$150,000 (4B, \$50K) (CoF, \$100K)	May-13	Oct-13	Construction complete. Awaiting grant audit and fund reimbursement, \$150,000.
Chaparral Trail Grant Collin County Open Space (Phase III)	\$300,000	\$150,000 (4B, \$60K 2013) (4B, \$60K 2014) (CoF, \$30K 2014)	Feb-14 (est)	Oct -14	Grant awarded. Developing bid documentation package. 50% drawing package submitted for review. Package should be ready for release in Mar 2014.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: March 11, 2014
SUBJECT: Update on Highway 380 project

- City Manager Ben White will address this issue

ACTION: Council to act as deemed necessary.

US 380 Highway Project Status

1. 1st Railroad Bridge, Passing Track: Apr 2013 thru **May 2014**
2. 2nd Railroad Bridge, Main Track: May 2014 thru **Apr 2015**
3. 380 Roadway, East Bound: July 2013 thru **Apr 2015** (weather related). Mimosa Street opening delayed until east bound lane opens due to severe grade difference between current west-bound lane new east-bound lane.
 - a. East Bound Off-Ramp (Southwest Ramp), Complete **Sep 2014**
 - b. East Bound On-Ramp (Southeast Ramp), Complete. Due to be reclosed in **late Mar 2014** to make reconnection with Main Street (5 days). Two-way ramp.
4. 380 Roadway, West Bound: Complete **Oct-2014**
 - a. West Bound Off-Ramp (Northeast Ramp), Complete **May 2014**
 - b. West Bound On-Ramp (Northwest Ramp), Complete **Oct 2014**
5. Main Street Bridge Construction: Complete. Will remain closed until interconnected with Main Street. Use alternative paths: Orange, Rike, Hamilton, Beene etc.
 - a. Main Street Roadway: Complete Apr 2014
6. Hill Street Crossing: Complete **May 2015**
7. Walnut Street Crossing: Complete **May 2015**
8. Main/Summit Street Crossing: Complete **May 2015**



Figure 1. Looking South Towards Main Street Bridge



Figure 2. Main Street Bridge



Figure 3. Southeast Ramp



Figure 4. Northeast Ramp