

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

**I. PRELIMINARY MATTERS**

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Welcome guests and visitors: Anyone wanting to speak on any items that are not the subject of a Public Hearing on this agenda is asked to speak at this time, with an individual time limit of 3 minutes. This forum is limited to a total of 30 minutes. Please note that the City Council cannot comment or take any action on this item.
- Announcements relating to items of public interest: Announcements regarding local or regional civic and charitable events, staff recognition, commendation of citizens, traffic issues, upcoming meetings, awards, acknowledgement of meeting attendees, birthdays, and condolences.
  - Kenny Edwards Day on March 30, 2014 Proclamation

**II. READING OF ORDINANCES**

- A. Only Reading – Consider, discuss and act upon an ordinance removing the Electric Surcharge Rate
- B. Second Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule regarding commercial refuse customers
- C. First Reading - Consider, discuss and act upon an ordinance amending Chapter 74, entitled “Utilities,” of the Farmersville Code of Ordinances by amending the title of Article II to read “Water, Sewer and Electrical Charges,” by amending Sections 74-79 through 74-81, and by adopting a new Section 74-94 and a new Section 74-95, all of which amendments are related to the City’s maintenance and operation of the City’s electric utility
- D. First Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule regarding electric service fees

**III. REGULAR AGENDA**

- A. Consider, discuss and act upon City Financial Reports
- B. Receive, discuss and act upon audit for 2012-2013
- C. Consider, discuss and act upon a resolution designating a Reinvestment Zone for Commercial/Industrial uses in the City of Farmersville
- D. Resolution supporting the Transportation Investment Generating Economic Recover Grant Cycle VI (TIGER) grant funding
- E. Consider, discuss and act upon an agreement between the City of Farmersville and the Farmersville Riding Club for the use of the City owned arena
- F. Consider, discuss and act upon a contract with Capps-Capco for the Sycamore Street 12” Water Line project as contractor on project

- G. Consider, discuss and act upon a change order for the Sycamore Street 12" Water Line project
- H. Consider, discuss and act upon the placement of dumpsters including actions taken and possible recommendations for improvement

#### **IV. EXECUTIVE SESSION**

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

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

#### **V. RECONVENE FROM EXECUTIVE SESSION**

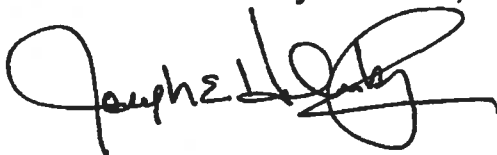
#### **VI. DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION PERMITTED BY SECTIONS 551.074 OF THE TEXAS GOVERNMENT CODE:**

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

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

#### **VIII. ADJOURNMENT**

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



Joseph E. Helmberger, P.E., Mayor

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted March 21, 2014 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary



Farmersville Chamber of Commerce  
201 South Main Street  
Farmersville, TX 75442



Mr. Ben White  
City of Farmersville  
205 S. Main Street  
Farmersville, TX 75442

March 12, 2014

Dear Ben,

Thank you for your support and contribution to the 2014 Farmersville Chamber of Commerce Annual Banquet. Together we make a positive difference in our community and we greatly appreciate your help.

We received your donation and will be happy to make your reservations for a table of eight at the Annual Banquet on May 3rd. Please let us know if you want to reserve more banquet tickets.

Please let us know anytime we can serve you better.

Thank you.

Lisa Eastman, Executive Director

DESCRIPTION OF DONATION  
\$1,500.00 | Banquet Sponsorship  
THANK YOU

Farmersville Chamber of Commerce  
EIN # 90-0118831

Enc: Eight Banquet Tickets

Save The Date  
The Farmersville Chamber of Commerce Annual Banquet  
May 3, 2014 – Landon's Winery

# KENNY EDWARDS' DAY

Celebrate the dedication of March 30, 2014 to former Farmersville police officer of 29 years, Kenny Edwards.

Sunday, March 30th from 1-5pm

The Onion Shed

154 S Main Street, Farmersville, TX

Live Auction

BBQ sandwich, chips, and bottled water - \$3

Bake Sale

Live music by SPRINGTOWN





**TO:** Mayor and Councilmembers

**FROM:** Ben White, City Manager

**DATE:** March 25, 2014

**SUBJECT:** Only Reading – Consider, discuss and act upon an ordinance removing the Electric Surcharge Rate

- An Ordinance is attached for review

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

**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-0325-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, REPEALING AND RESCINDING ORDINANCE # O-2013-0108-004, RESCINDING THE ELECTRICAL SURCHARGE RATE AND OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, on January 8, 2013, the City Council of the City of Farmersville adopted Ordinance # O-2013-0108-004; and

**WHEREAS**, after the conclusion of findings, the City Council has concluded to repeal and rescind Ordinance # O-2013-0108-004; and

**WHEREAS**, the City has found that the electrical surcharge rate will no longer be required since the City of Farmersville will be reclaiming the maintenance and operation of the municipally owned utility;

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

**Section 1.** Findings and Determinations. The findings and determinations set forth in the preambles are hereby declared true and correct.

**Section 2.** Repeal and Rescission. Ordinance # O-2013-0108-004 is hereby repealed and rescinded in its entirety.

**Section 3.** Effective Date.

(a) The repeal and rescission of Ordinance # O-2013-0108-004 shall be effective April 15, 2014 without any further action by the City upon adoption of this Ordinance.

(b) The City Manager is hereby authorized to take all reasonable and necessary action to comply with the intent of this ordinance.

**PASSED** on first reading and only reading on the 11<sup>th</sup> 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.

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

ATTEST:

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



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** March 25, 2014

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

- An Ordinance is attached for review

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

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

**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 1: Findings Incorporated**

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

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

From and after the effective date of this Ordinance, the Master Fee Schedule, Exhibit A to the Farmersville Code, is hereby amended by replacing the fee schedule for "Roll-On Compactors" and "Open Top Roll-off Containers" contained in Section 2-6, "Refuse/Garbage and Recycling Fees," with the fee schedule for



fee schedule for “Roll-On Compactors” and “Open Top Roll-off Containers” to read as follows:

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

Trip Charge (Dry Run) - weekday	\$103.50
Delivery - weekday	\$103.50
Open Top Rental Per Day	\$4.60

**SECTION 3: SEVERABILITY CLAUSE**

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

**SECTION 4: REPEALER CLAUSE**

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

**SECTION 5. Effective Date**

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

**PASSED** on first reading on the 11<sup>th</sup> day of March, 2014, and second reading on the 25<sup>th</sup> day of March, 2014 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 25<sup>th</sup> DAY OF MARCH, 2014.**

**APPROVED:**

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

**ATTEST:**

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



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** March 25, 2014

**SUBJECT:** First Reading - Consider, discuss and act upon an ordinance amending Chapter 74, entitled "Utilities," of the Farmersville Code of Ordinances by amending the title of Article II to read "Water, Sewer and Electrical Charges," by amending Sections 74-79 through 74-81, and by adopting a new Section 74-94 and a new Section 74-95, all of which amendments are related to the City's maintenance and operation of the City's electric utility

- An Ordinance is attached for review

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

**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-0408-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED THROUGH THE AMENDMENT OF CHAPTER 74, "UTILITIES," BY AMENDING THE TITLE OF ARTICLE II FROM "WATER AND SEWER CHARGES" TO "WATER, SEWER AND ELECTRIC CHARGES," BY DELETING SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," AND 74-81, ENTITLED "LINE EXTENSION POLICY," IN THEIR ENTIRETY AND REPLACING SAID SECTIONS WITH NEW SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," 74-81, ENTITLED "LINE EXTENSION POLICY," AND BY ADOPTING NEW SECTIONS 74-94, ENTITLED "ELECTRIC - DISTRIBUTED GENERATION," AND 74-95, ENTITLED "AVERAGE PAYMENT PLAN"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Farmersville ("City") has determined it is the best interest of the citizens of the City for the City to take over the maintenance and operations of the City's electric utility; and

**WHEREAS**, the City desires to update and modify certain parts of the Utilities Chapter of the Code of Ordinances, City of Farmersville, Texas ("Farmersville Code") as such ordinances apply to the provision of electrical services; and

**WHEREAS**, the City Council of the City of Farmersville, Texas, finds and determines that amending the permitting process for garage sales and yard sales is in the best interest and public health, safety, and welfare of the citizens of the City.

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

**SECTION 1: INCORPORATION OF FINDINGS**

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

**SECTION 2: AMENDMENT OF CHAPTER 74, "UTILITIES," BY AMENDING THE TITLE OF ARTICLE II FROM "WATER AND SEWER CHARGES" TO "WATER, SEWER AND ELECTRIC CHARGES."**

From and after the effective date of this Ordinance, the title of Article II, "Water and Sewer Charges," of Chapter 74, entitled "Utilities," is hereby amended to read "Article II. Water, Sewer and Electrical Charges."

**SECTION 3: AMENDMENT OF CHAPTER 74, "UTILITIES," BY DELETING SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," AND 74-81, ENTITLED "LINE EXTENSION POLICY," IN THEIR ENTIRETY AND REPLACING SAID SECTIONS WITH NEW SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," AND 74-81, ENTITLED "LINE EXTENSION POLICY."**

From and after the effective date of this Ordinance, Sections 74-79, 74-80, and 74-81 are deleted in their entirety and replaced with new Sections 74-79, entitled "Electric Service," 74-80, entitled "Power Cost Adjustment (Pca) for Electric Service," and 74-81, entitled "Line Extension Policy" to read as follows:

**"Sec. 74-79. Electric service.**

Each month the City shall charge and collect for residential and commercial electric service the amounts hereinafter set out, based on the following rates:

- (1) *Residential rate (Schedule R).*
  - a. *Applicable.* Applies to all Residential Customers billed through one meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the city covering this type of service.
  - b. *Character of service.* Alternating current, 60 cycles per second, single-phase, at available secondary voltages.
  - c. *Rate.*  
Customer charge: \$6.75 (minimum bill).  
Energy Charge: \$0.1077 per kWh for all kWh.
  - d. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a power cost

adjustment calculated in accordance with Schedule PCA.

- e. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, required payments to governmental entities or for governmental or municipal purposes which are levied or imposed or otherwise required by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived.
- f. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.

(2) *Small commercial rate (Schedule SC).*

- a. *Applicable.* Applies to all Non-residential Customers billed through one meter whose monthly peak demand is less than or equal to 25 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- b. *Character of service.* A. C., 60 cycles per second, single-phase, 120/240 volts; three-phase, 120/240, 120/208, 240/480, 277/480 volts, as available at point of service. Three-phase Customers served via underground primary to pad-mounted transformers are offered only 120/208 or 277/480 volt service.
- c. *Rate.*  
Customer charge: \$15.00.  
Energy charge: \$0.1110 per kWh for the first 5,000 kWh or less; \$0.0970 per kWh for all kWh over 5,000.
- d. *Minimum monthly charge.* Minimum charges will be \$15.00 plus the demand charge under the above rate as well as applicable purchased power cost recovery on the kilowatt-hours used.
- e. *Billing demand.* Demand meters will be installed on all such Customers if the:

1. Installed load indicates that demands over 25 kW will be experienced; or
2. Monthly load exceeds 9,000 kilowatt hours. A Customer on this schedule whose demand exceeds 25 kW for any billing period shall be billed under Schedule MC for the next 12-month period beginning with the current month.

The billing demand shall be the maximum 15 minute kW measured in the month unless otherwise specified in a firm electric service contract agreement, but it shall not be less than 50 percent of the peak demand measured in the 12-month period ending with the current month.

- f. *Power factor.* Should the power factor be lower than 0.95 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.95 to the actual power factor.
- g. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.
- h. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.
- i. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.

(3) *Medium commercial rate (Schedule MC).*

- a. *Applicable.* Applies to all Non-residential Customers billed through one meter whose monthly peak

demand is greater than 25 kW and less than or equal to 100 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.

- b. *Character of service.* A. C., 60 cycles per second, single-phase, 120/240 volts; three-phase, 120/240, 120/208, 240/480, 277/480 volts, as available at point of service. Three-phase Customers served via underground primary to pad-mounted transformers are offered only 120/208 or 277/480 volt service.

- c. *Rate.*

Customer charge: \$40.00.

Demand charge: \$7.25 per kW for all monthly billing demands above 25 kW plus the energy charge immediately following.

Energy charge: \$0.1010 per kWh for the first 5,000 kWh or less; \$0.0787 per kWh for all kWh over 5,000.

- d. *Minimum monthly charge.* The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. \$221.25 per month plus applicable purchased power cost recovery on the kilowatt-hours used.
2. The customer charge plus the demand charge under the above rate plus applicable purchased power cost recovery on the kilowatt-hours used.

- e. *Billing demand.* The billing demand shall be the maximum 15 minute measured kW in the month unless otherwise specified in a firm electric service contract agreement. If at any time the Customer billed under this schedule continues for a period of 12 consecutive months without a demand in excess of 25 kW, Schedule SC shall apply with the first month succeeding such 12-month period. Likewise, a Customer on this schedule whose demand exceeds 100 kW for any billing period shall be billed under



Schedule LC for the next 12-month period beginning with the current month.

- f. *Power factor.* Should the power factor be lower than 0.95 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.95 to the actual power factor.
- g. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased, as necessary, to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.
- h. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or ordinances which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.
- i. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.

(4) *Large commercial rate (Schedule LC).*

- a. *Applicable.* To all commercial and industrial Customers where service is taken through one meter at one point of delivery and where the peak monthly kilowatt demand is greater than 100 kW and less than or equal to 1,000 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service. Before service is furnished, however, an individual service agreement contract between the Customer and the City may be required outlining all details of the service to be supplied, the terms of the contract, and the obligations of each party.
- b. *Character of service.* A. C., 60 cycles per second, single-phase, 120/240 volts, three-phase, 120/240, 120/208, 240/480, 277/480, 2400/4160, 7200/12,470

volts, as available at point of service. Three-phase Customers served via underground primary to pad-mounted transformers are offered only 120/208, 277/480, or 2400/4160 volt service.

c. *Rate.*

Customer charge: \$86.00.

Demand charge: \$7.00 per kW for the first 100 kW or less of monthly billing demand.

\$5.70 per kW for all additional kW of monthly billing demand plus the energy charge immediately following.

Energy charge: \$0.0627 per kWh for all kWh.

d. *Minimum monthly charge.* The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. \$786.00 per month plus applicable purchased power cost recovery on the kilowatt-hours used.
2. The customer charge plus the demand charge under the above rate as well as applicable purchased power cost recovery on the kilowatt-hours used.
3. The minimum monthly charge specified in the Customer's service contract with the City plus applicable purchased power cost recovery on the kilowatt-hours used.

e. *Billing demand.* The billing demand shall be the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50 percent of the peak demand measured in the 12-month period ending with the current month. If at any time a Customer billed under this schedule continues for a period of 12 consecutive months without a demand in excess of 100 kW, unless otherwise specified in a firm electric service contract agreement, Schedule MC shall apply

beginning with the first month succeeding such 12-month period.

- f. *Power factor.* Should the power factor be lower than 0.95 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.95 to the actual power factor.
- g. *Primary service.* Where service is taken by the Customer at the City's available primary voltage, and where the Customer owns, operates, and maintains all service facilities, except metering equipment required to take service at such voltage, a credit of two percent of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.
- h. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased, as necessary, to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.
- i. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or ordinances which were not in effect on the effective date of the ordinance from which this schedule is derived which the City may hereafter have to pay.
- j. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.

(5) *Municipal rate.*

- a. *Applicable.* Applies to all municipal facilities if demand usage indicates that any account contributes to the City's overall peak demand; the appropriate commercial rate may be applied. In such cases, the municipal facility shall be charged rates equal to 70 percent of the current commercial electric rate.

b. *Rate.*

Customer charge: \$10.83 for the first 10 kWh or less;

Energy charge: \$0.07300 per kWh for the next 4,990 kWh; \$0.05800 per kWh for all kWh over 5,000

c. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.

(6) *Security lights.* Security lights, defined as any street light placed at any location not within the designated right of way of a city street which is presently used as an open thoroughfare, shall be installed at the request of any citizen. Installation and monthly service charges shall be assessed as follows:

a. Customer charge: \$12.00 per security light per month

b. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.

**Sec. 74-80. Power cost adjustment (PCA) for electric service.**

(1) *Calculation.* Electric service billed under all applicable rate schedules shall be subject to the application of a power cost adjustment (PCA) charge determined by multiplying the billing kWh for the current month times a power cost adjustment recovery factor (PCRF). The PCRF shall be calculated on an annualized basis in accordance with the following formula:

$$\frac{WC - (P)(K) - CF}{PCA} = S$$

(2) *Definitions.*

PCA = Power cost adjustment factor rounded to the nearest \$0.0001 (\$ per kWh)

WC = Total estimated wholesale purchased power cost on an annualized basis from City's wholesale energy supplier. (\$)

P = Total estimated wholesale energy purchases on an annualized basis from City's wholesale energy supplier. (KWh)

K = Base wholesale power cost included in the City's retail electric rate schedules. (\$0.05200 per kWh)

S = Total estimated kWh energy sales to city customers on an annualized basis. (KWh)

CF = Correction factor adjustment to be applied to correct for any variance between actual PCA costs and revenues. The calculation of CF shall be performed on a periodic basis, but not less than quarterly, with the results of this reconciliation applied to the PCRf on an as-needed basis to maintain PCA revenues and costs in close proximity. (\$)

The formula for the calculation of the CF shall be as follows:

$$CF = (A) - (B)$$

Where:

(A) = the actual power cost adjustment revenues received from the application of the power cost adjustment factor for the subject reconciliation period. (\$)

(B) = The actual power cost adjustment costs which should have been recovered from the application of the power cost adjustment factor for the subject reconciliation period. (\$)

## **Sec. 74-81. Line Extension Policy**

### **(1) General Policy**

Farmersville Electric (FE) shall extend its distribution facilities to the Customer/Developer in accordance with the following line extension provisions. Each provision classifies the predominant type of electric service/use anticipated on the Customer's/Developer's premises and specifies conditions under which a line extension may be made. For each location where electric service is desired, the Customer's/Developer's classification involves an evaluation of the type of installation and its use. The Customer's/Developer's classification shall be determined by FE. In the event that the classification assigned by FE is incorrect, based upon the Customer's/Developer's subsequent actual use of the installation, then FE may alter the Customer's/Developer's classification and apply the correct line extension classification. Appropriate adjustments shall be made to the Customer's/Developer's account or billing.

Service will not be provided, and no work to extend service to the Customer's/Developer's delivery point shall be performed until the Customer/Developer has paid any and all fees or charges associated with the provision of service. This includes engineering fees, Aid-In-Construction (AIC) charges, deposits, and/or other system fees.

FE shall extend its electric facilities only to the point of delivery. Customer/Developer shall install and be solely responsible for wiring of the installation on the Customer's/Developer's side of the point of delivery. The point of delivery shall be the point at which the lines of FE connect to the lines of the Customer/Developer. This will normally be at the weather-head or masthead on the service entrance which contains the meter base for the building or other structure when overhead construction is used. When underground construction is used, it will be at the load side of the meter base.

### **(2) Residential Line Extensions**

FE will construct a new distribution extension consistent with FE's current specifications to serve a residential installation:

A. Applicability.

To qualify as an extension to a single-family residential installation, the location where Customer/Developer is requesting service shall comply with the following provisions:

1. Location must be a permanent installation. To qualify as a permanent location the Customer/Developer will either have a definite plan for, or will have begun the construction of the building or other permanent facilities stipulated in the application by installing a slab/foundation.
2. Location must be a single-family residence.
3. If located within a residential subdivision development the Customer/Developer must have complied with the residential subdivision development policies of FE and paid all AIC required therein.

B. Aid-In-Construction.

1. FE shall estimate the amount of engineering required to perform a cost estimate for any new line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.
2. FE shall estimate the cost for the line extension based on current unit material and labor costs according to FE's current standards and specifications. The estimated cost is the total cost of all construction which shall include, but is not limited to; the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
3. There will be a refundable construction allowance to the Customer/Developer of

**\$1,800.00** per meter. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent meter has been installed and the Customer/Developer provides FE a certificate of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the AIC amount paid to FE.

4. All expenses shall be trued-up for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.
2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a route covered by an easement on FE's standard easement form.
3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the agreement of FE, the applicant may perform the clearing or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

(3) Non-Residential Domestic and Commercial Development less than 10 kW Line Extensions

FE will construct a new extension of its distribution system to provide service to non-residential domestic and commercial developments less than 10 kW where the Customer/Developer requests electric infrastructure to be installed in advance of development of a site or lot by a Customer/Developer, under the following provisions:



A. Applicability.

The following applies to all platted, non-residential domestic or commercial development with sites or lots for multiple Customers/Developers to be primarily used or developed for permanent non-residential, commercial, retail, and/or office use;

1. The Customer/Developer shall comply with all applicable provisions of the Service Rules and Regulations of FE;
2. The Customer/Developer will provide, at no cost, to FE:
  - (a) Right-of-way easements and covenants on Owner's property that are satisfactory to FE;
  - (b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.), notice of construction start dates and construction schedules that are reasonable and industry typical for the type of work to be performed.
  - (c) Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system.
3. Line extensions to each Customer/Developer within the development will be according to the terms and conditions of the appropriate line extension classification.

B. Aid-In-Construction.

1. FE shall estimate the amount of engineering required to perform a cost estimate for any new line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.

2. FE shall estimate the cost of the electric infrastructure adequate to serve all prospective Customers/Developers within the development. This will be determined in advance of development of a site or lot by a Customer/Developer based on current unit material and labor costs for the same type of construction. The estimated cost is the total cost of all construction which shall include, but is not limited to: the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
3. There will be a refundable construction allowance to the Customer/Developer of **\$1,300.00** per meter. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent meter has been installed and the Customer/Developer provides FE a certificate of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the AIC amount paid to FE.
4. All expenses shall be trued-up for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.
2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a

route covered by an easement on FE's standard form.

3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the agreement of FE, the applicant may perform the clearing, or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

(4) Commercial Development Greater than 10 kW Line Extensions

FE will construct a new extension of its distribution system to provide service to commercial/industrial developments greater than 10 kW where the Customer/Developer requests electric infrastructure to be installed in advance of development of a site or lot by a Customer/Developer, under the following provisions:

A. Applicability.

The following applies to all platted, commercial development with sites or lots for multiple Customers/Developers to be primarily used or developed for permanent commercial, industrial, retail, and/or office use;

1. The Customer/Developer shall comply with all applicable provisions of the service rules and regulations of FE.
2. The Customer/Developer will provide at no cost to FE:
  - (a) Right-of-way easements and covenants on Owner's property that are satisfactory to FE;
  - (b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.), notice of construction start dates and construction schedules that are reasonable and

industry typical for the type of work to be performed.

- (c) Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system.

- 3. Line extensions to each Customer/Developer within the development will be according to the terms and conditions of the appropriate line extension classification.

B. Aid-In-Construction.

- 1. FE shall estimate the amount of engineering required to perform a cost estimate for any new line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.
- 2. FE shall estimate the cost of the electric infrastructure adequate to serve all prospective customers within the development. This will be determined in advance of development of a site or lot by a Customer/Developer based on current unit material and labor costs for the same type of construction. The estimated cost is the total cost of all construction which shall include, but is not limited to: the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
- 3. There will be a refundable construction allowance to the Customer/Developer of **\$3,400** per meter of estimated cost for making the extension. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent meter has been installed and the Customer/Developer provides FE a certificate

of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the AIC amount paid to FE.

4. All expenses shall be trued-up for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.
2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a route covered by an easement on FE's standard form.
3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the agreement of FE, the applicant may perform the clearing, or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

D. Large Power Agreement for Electric Service.

The Customer/Developer and FE have the option to enter into a Large Power Agreement for Electric Service when the Customers/Developers peak demand is expected to exceed a diversified load of 150 kW. Both the Customer/Developer and FE have to agree to the Large Power Agreement prior to implementation. This Large Power Agreement is subject to the following provisions:

1. The Customer/Developer shall remain on the rate schedule as provided in the Electric

Service Agreement. The electric rates are subject to change.

2. The character of service shall be three-phase, 60 Hertz alternating current, supplied at the voltages available at the point of service.
3. The Customer/Developer shall comply with all applicable provisions of the Service Rules and Regulations of FE.
4. FE requires a minimum term agreement of 5 years. Longer term agreements can be negotiated between the Customer/Developer and FE.
5. The line extension fees are negotiable under the Large Power Agreement.

(5) Primary Service Line Extensions

FE will construct a new extension of its distribution system to provide service to commercial/industrial developments requesting primary voltage (14.4/25 kV) service when the Customer/Developer requests electric infrastructure to be installed in advance of development of a site or lot by a Customer/Developer under the following provisions:

A. Applicability.

The following applies to all platted, commercial development with sites or lots for multiple Customers/Developers to be primarily used or developed for permanent commercial, industrial, retail, and/or office use;

1. The Customer/Developer shall comply with all applicable provisions of the Service Rules and Regulations of FE;
2. The Customer/Developer will provide at no cost to FE:
  - (a) Right-of-way easements and covenants on Owner's property that are satisfactory to FE;

- (b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.), notice of construction start dates and construction schedules that are reasonable and industry typical for the type of work to be performed.
  - (c) Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system.
- 3. Line extensions to each Customer/Developer within the development will be according to the terms and conditions of the appropriate line extension classification.

B. Aid-In-Construction.

- 1. FE shall estimate the amount of engineering required to perform a cost estimate for any new line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.
- 2. FE shall estimate the cost of the electric infrastructure adequate to serve all prospective Customers/Developers within the development. This will be determined in advance of development of a site or lot by a Customer/Developer based on current unit material and labor costs for the same type of construction. The estimated cost is the total cost of all construction which shall include: the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
- 3. There will be a refundable construction allowance to the Customer/Developer of

**\$5,800** per primary meter of estimated cost for making the extension. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent primary meter has been installed and the Customer/Developer provides FE a certificate of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the AIC amount paid to FE.

4. All expenses shall be trued-up for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.
2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a route covered by an easement on FE's standard form.
3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the agreement of FE, the applicant may perform the clearing, or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

D. Large Power Agreement for Electric Service.

The Customer/Developer and FE have the option to enter into a Large Power Agreement for Electric Service when the Customers/Developers peak demand is expected to exceed a diversified load of 150 kW. Both the Customer/Developer and FE have to agree to the Large Power Agreement prior to



implementation. This Large Power Agreement is subject to the following provisions:

1. The Customer/Developer shall remain on the rate schedule as provided in the Electric Service Agreement. The electric rates are subject to change.
2. The character of service shall be three-phase, 60 Hertz alternating current, supplied at the voltages available at the point of service.
3. The Customer/Developer shall comply with all applicable provisions of the Service Rules and Regulations of FE.
4. FE requires a minimum term agreement of 5 years. Longer term agreements can be negotiated between the Customer/Developer and FE.
5. The line extension fees are negotiable under the Large Power Agreement.

(6) Temporary Service Line Extensions

FE will construct a new extension of its distribution system to serve temporary facilities under the following provisions:

A. Applicability.

To qualify as an extension to temporary service installation, the location where the Customer/Developer is requesting service shall:

1. Be a residence or dwelling unit not qualifying as a permanent installation, or
2. Be a barn, shop, water well, gate opener, or other service classified by FE as a temporary facility.

B. Aid-In-Construction (AIC).

1. FE shall estimate the cost for the line extension based on current unit material and labor costs

for the same type of construction. The estimated cost is the total cost of all construction which shall include, but is not limited to; the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension.

2. The Customer/Developer shall be required to pay 100% of the estimated cost of AIC for the extension and retirement of the extension (if applicable) prior to any temporary facilities being installed.
3. All amounts paid to FE as AIC for temporary service shall be non-refundable."

**SECTION 4: AMENDMENT OF CHAPTER 74, "UTILITIES," BY ADOPTING NEW SECTION 74-94, ENTITLED "ELECTRIC - DISTRIBUTED GENERATION," AND NEW SECTION 74-95, ENTITLED "AVERAGE PAYMENT PLAN."**

From and after the effective date of this Ordinance, Chapter 74, "Utilities," is hereby amended by adopting new Section 74-94, Electric – Distributed Generation," and new Section 74-95, Average Payment Plan," to read as follows:

**"Sec. 74-94 Electric - Distributed Generation**

**(1) General Provisions**

**A. Intent.**

This Ordinance is intended to provide for the orderly, safe and effective interconnection and parallel operation of distributed generation facilities within the City of Farmersville electric system by Customers of Farmersville Electric (FE).

**B. Authority.**

FE is authorized to enact this Ordinance by the Texas Utility Code Annotated § 31.005, which authorizes and encourages electric utilities to establish customer option programs that encourage the reduction of air contaminant emissions including distributed energy generation technology. Also, Texas Utility Code Annotated § 39.101 (b)(3) entitles all Texas electric

customers access to on-site distributed generation. Finally, Texas Utility Code Annotated § 39.916 authorizes electric utilities to establish requirements for and allow the interconnection and parallel operation of Distributed Renewable Generation, and requires the Public Utility Commission of Texas (PUCT) to promulgate rules and regulations for the implementation of interconnection and parallel operation of Distributed Renewable Generation.

C. Definitions.

As used in this Ordinance, the following words and terms shall have the meanings as set forth below:

1. Commission: the Public Utility Commission of Texas (PUCT).
2. Customer: a person or entity interconnected to FE's electric system for the purpose of receiving or exporting electric power from or to FE's electric system.
3. Distributed Generation: an electrical generating facility located at a Customer's point of delivery (point of common coupling) of ten (10) megawatts (MW) or less and connected at a voltage less than sixty (60) kilovolts (kV) which may be connected in parallel operation to FE's electric system.
4. Interconnection: the physical connection of distributed generation to the utility system in accordance with the requirements of this ordinance so that parallel operation can occur.
5. Networked secondary: two or more utility primary distribution feeder sources electrically tied together on the secondary (low voltage) side to form one power source for one or more customers. Networked secondary service is designed to maintain service to the customers even after the loss of one of these primary distribution feeder sources.

6. Parallel operation: the operation of distributed generation by a Customer while the Customer is connected to FE's electric system.
7. Point of Interconnection (Point of Service; Point of Common Coupling): the point where the electrical conductors of FE's utility system are connected to the Customer's conductors and where any transfer of electric power between the Customer and the utility system takes place, such as switchgear near the meter.
8. Pre-certified equipment: a specific generating and protective equipment system or systems that have been certified as meeting the applicable parts of this Ordinance relating to safety and reliability by an entity approved by the Commission.
9. Stabilized: the FE electric system shall be considered stabilized when, following a disturbance, the system returns to the normal range of voltage and frequency for a duration of two (2) minutes.

D. Applicability.

This Ordinance applies to all persons or entities that desire to interconnect or operate in parallel with a distributed generation system within FE's electric system.

E. Application and Agreement Required.

1. Before a person or entity may interconnect or operate in parallel with a distributed generation system within FE's electric system, that person or entity must complete and submit the "Application for the Interconnection and Parallel Operation of Distributed Generation with the Farmersville Electric Utility System" provided by FE. This form establishes the terms and conditions for the interconnection and parallel operation of the distributed generation system.

2. Agreements with Customers for the interconnection and parallel operation of distributed generation within FE's electric system shall be in accordance with this Ordinance, the PUCT Texas rules and regulations, and all applicable state and federal laws.
3. Substantial changes to the form and/or intent of the Agreement must be approved by the City Council before the execution of the revised Agreement.
4. The interconnection shall not be energized prior to the execution of the Agreement and FE inspection as required herein.
5. The application form may be modified from time to time by FE as is required for appropriate processing of applications.

(2) Technical Requirements

A. General Requirements.

1. All interconnections shall comply with all applicable state and federal laws and regulations, including without limitation, PUCT SUBST.R.25.212.
2. All interconnections shall comply with local building and electric codes as adopted and amended by FE. Installation of all interconnections shall be inspected by FE. Inspection and approval of the installation by FE is a condition of interconnection and parallel operation of distributed generation.
3. Variations from the Technical Requirements herein must be reviewed and approved by FE prior to implementation. Variations in the point of interconnection must be approved by FE and included in the application form prior to approval.

B. Manual Disconnect.

The Customer shall provide and install a manual load break switch that provides a clear indication of the switch position at the point of interconnection to provide separation between FE electrical system and the Customer's electrical generation system. The location of the disconnect switch must be approved by FE.

The disconnect switch shall be easily visible, mounted separately from metering equipment, readily accessible to FE personnel at all times, and capable of being locked in the open position with a FE padlock. FE reserves the right to open the disconnect switch isolating the Customer's distributed generating system (which may or may not include the Customer's load) from FE's electrical system for the following reasons:

1. To facilitate maintenance or repair of FE's electrical system.
2. When emergency conditions exist on FE's electrical system.
3. When the Customer's distributed generating system is determined to be operating in a hazardous or unsafe manner or unduly affecting FE's electrical system.
4. When the Customer's distributed generating system is determined to be adversely affecting other electric consumers on FE's electrical system.
5. Failure of the Customer to comply with applicable codes, regulations and standards in effect at the time.
6. Failure of the Customer to abide by any contractual arrangement or operating agreement with FE's.

C. Power Quality.

1. Voltage.

FE shall endeavor to maintain the distribution voltages on the electrical system, but shall not be responsible for factors or circumstances beyond its control. The Customer shall provide an automatic method of disconnecting generation equipment from FE's electrical system within 10 cycles should a voltage deviation greater than +5% or -10% from normal be sustained for more than 30 seconds (1800 cycles), or in the event of a voltage deviation greater than +10% or -30% from normal be sustained for more than 10 cycles. If high or low voltage complaints or flicker complaints result from the operation of the Customer's distributed generation, the Customer's generating system shall be disconnected until the problem is resolved to the satisfaction of FE.

2. Frequency.

FE shall endeavor to maintain a 60-hertz nominal frequency on the electrical system. The Customer shall provide an automatic method of disconnecting generation equipment from FE's electrical system within 15 cycles should a deviation in frequency of +0.5Hz or -0.7Hz from normal occur.

3. Harmonics.

In accordance with IEEE 519, the total harmonic distortion (THD) of voltage shall not exceed 5% of a pure sine wave of 60-hertz frequency or 3% of the 60-hertz frequency for any individual harmonic when measured at the point of interconnection with FE's electrical system. Also, the total current distortion shall not exceed 5% of the fundamental frequency sine wave. If harmonics beyond the allowable range result from the operation of the Customer's distributed generation, the

Customer's distributed generating system shall be disconnected until the problem is resolved.

4. Flicker.

The distributed generation facility shall not cause excessive voltage flicker on FE's electrical system. This flicker shall not exceed 3% voltage dip, in accordance with IEEE 519 (Section 10.5), as measured at the point of interconnection.

5. Power factor.

The Customer's distributed generation system shall be designed, operated and controlled at all times to provide reactive power requirements at the point of interconnection from 95% lagging to 95% leading power factor. Induction generators shall have static capacitors that provide at least 95% of the magnetizing current requirements of the induction generator field. FE may, in the interest of safety, authorize the omission of capacitors. However, where capacitors are used for power factor correction, additional protective devices may be required to guard against self-excitation of the Customer's generator field.

D. Loss of Source.

The Customer shall provide approved protective equipment necessary to immediately, completely and automatically disconnect the Customer's distributed generation equipment from FE's electrical system in the event of a fault on the Customer's system, a fault on FE's system or loss of source on FE's electric system. Such protective equipment shall conform to the criteria specified in UL 1741 and IEEE 1547. The Customer's distributed generating system shall automatically disconnect from the grid within 10 cycles if the voltage on one or more phases falls and stays below 70% of nominal voltage for at least 10 cycles. The automatic disconnecting device may be of the manual or automatic reclose type and shall not be



capable of reclosing until after FE's service voltage and frequency are restored to within the normal operating range and the system is stabilized.

E. Coordination and Synchronization.

The Customer shall be solely responsible for coordination and synchronization of the Customer's distributed generating system with all aspects of FE's electrical system. The Customer also assumes all responsibility for any damage or loss that may occur from improper coordination and synchronization of its distributed generating system with FE's electrical system.

F. Metering.

The actual metering equipment required, its voltage rating, number of phases and wires, size, current transformers, and number of input and associated memory are dependent upon the type, size and location of the electric service provided. In situations where power may flow both in and out of the Customer's electrical system, power flowing into the Customer's electrical system may be measured separately from power flowing out of the Customer's electrical system. FE will provide the metering equipment necessary to measure capacity and energy delivered to and from the Customer. The Customer shall reimburse FE for any costs of the metering including engineering, material and labor.

G. Interconnection Study.

If FE determines that an interconnection study is necessary, FE shall perform the study under reasonable terms and conditions agreed upon by both the Customer and FE, and at the Customer's sole expense. No study fee will be charged if the proposed generation site is not on a networked secondary and if all of the following apply:

1. Proposed distributed generation equipment is pre-certified.

Generation equipment that is less than 20 kW AC shall be considered pre-certified if a UL 1741 listed inverter that also meets IEEE 1547 specifications is used as well as UL 1703 listed photovoltaic (PV) modules.

2. Proposed distributed generation system does not expect to export more than 15% of total load on the feeder.
3. Proposed distributed generation system does not contribute more than 25% of the maximum possible short circuit current of the feeder.

#### H. Protection.

The distributed generation facility must have interrupting devices capable of interrupting the maximum available fault current, an interconnection disconnect device, a generator disconnect device, an over-voltage trip, an under-voltage trip, an over/under frequency trip and a manual or automatic synchronizing check (for facilities with standalone capability). Facilities rated over 10kW, three-phase, must also have reverse power sensing and either a ground over-voltage or a ground over-current trip depending on the grounding system. Grounding shall be done in accordance with UL 1741, IEEE 1547 and NEC Article 250.

#### I. Three-Phase Generators.

1. Synchronous machines:
  - i. The distributed generation facility's circuit breakers shall be three-phase devices with electronic or electromechanical control.
  - ii. The Customer is solely responsible for proper synchronization of its generator with FE's electric system.
  - iii. The excitation system response ratio shall not be less than 0.5.

- iv. The generator's excitation system shall conform to the field voltage versus time criteria specified in ANSI Standard C50.13-1989.

2. Induction machines.

The induction machines used for generation may be brought up to synchronous speed if it can be demonstrated that the initial voltage drop at the point of interconnection is within the flicker limits specified in this document.

3. Inverters:

- i. Line-commutated inverters do not require synchronizing equipment.
- ii. Self-commutated inverters require synchronizing equipment.

J. Standards.

The distributed generation equipment shall be designed, installed, operated and maintained in accordance with, but not limited to, ANSI standards, UL standards, IEEE standards, the National Electrical Code, ERCOT Operating Guides and any other applicable local, state or federal codes, statutes, and regulations. In the case of a conflict between the requirements in this Ordinance and any of the aforementioned standards, regulations, or codes, this Ordinance shall prevail. All distributed generation equipment and their installation plans must be approved by FE prior to installation.

(3) Purchases from Customer

FE will pay the Customer for all the metered kWh output from the Customer above and beyond that was consumed by the Customer on an annual basis. FE will pay the Customer in January for the previous calendar year.

Rate: Energy Charge: \$0.03 per kWh for all kWh.

## **Sec. 74-95 Average Payment Plan**

### **(1) General Provisions**

- A. Farmersville Electric (FE) Average Payment Plan is available to qualifying residential members of FE who desire to pay an average amount each month.
- B. The average monthly payment will be determined monthly by averaging the most recent 12 months of billing history, including the current month's billing, plus or minus 1/12 of your deferred balance (which is the cumulative difference between your monthly average billing amount and your actual billing amount). Because this is a moving average, your monthly bill will fluctuate depending on your past and current usage.
- C. To qualify, all of the following conditions must be met:
  - 1. Residential consumers only.
  - 2. 12 months of history on this account.
  - 3. Current account balance of zero.
  - 4. No more than 2 delinquent payments in 12 months.
  - 5. No cut-off notices in last 12 months.
- D. Terms of this billing plan require all payments be made on time. If payments are not received by the due date, the plan will be subject to termination. If the plan is terminated, all balances are due and payable at time of termination.

### **(2) New Electric Service**

- A. The following provisions shall be followed for the extension of a new electric service to individual Customers, residential developments, commercial developments, or industrial developments:
  - 1. All new electric utility services for residential and commercial developments in the City of

Farmersville city limits shall be installed underground.

2. New industrial customers may be allowed overhead service pending written approval from FE.
  3. All upgraded electric utility services shall be installed underground wherever such is sound and practical from an engineering standpoint as reasonably determined by the City.
- B. All streetlighting and site lighting equipment shall be placed underground, except for the poles on which the lights are to be affixed.
- C. The Customer/Developer may furnish and install the conduit, pull boxes, and pad-mounted equipment pads for the installation of all on-site underground development feeder, lateral and service lines utilized to provide electric utility service to the building plot pending all of the following provisions:
1. The Customer/Developer is responsible for all expenses related thereto.
  2. The specifications for the material used shall be approved by FE prior to installation.
  3. The installation of the conduit shall be inspected and approved by FE at the time of installation.
  4. Once approved by FE, the infrastructure shall be owned and operated by FE.
  5. The Customer/Developer has obtained written approval from FE to install the conduit, pullboxes, and pad-mounted equipment pads.
- D. The Customer/Developer will bear the cost of the pad-mounted switchgear where the design of the development is such that switchgear is/are required for proper and safe operation of the distribution system. FE shall bear the cost of the pad-mounted switchgear where pad-mounted switchgear is/are

installed solely for the convenience of FE such as to provide flexibility in serving load outside of the development.

- E. In all cases, underground secondary service lines from a meter to the Customer's/Developer's main disconnect switch or service center shall be installed and maintained by the Customer/Developer. FE shall have no responsibility or liability in connection therewith.
- F. Overhead FE feeder lines may be installed if they meet the following criteria:
  - 1. The overhead feeder line is located along the perimeter of the platted building plot, or
  - 2. The overhead feeder line is adjacent to or within the right-of-way of thoroughfares or alleys, and
  - 3. FE considers the overhead feeder line to be necessary and appropriate.
- G. All the Customers/Developers shall dedicate easements on forms approved by FE for the installation of utilities, including electric, prior to the electric facilities being installed. All liens and other ownership interests shall be subordinated to the easement use.
- H. Temporary utility service may be provided via an overhead line extension, pending written approval by FE.

(3) Area Lighting

Customer/Developer will pay 100% of the estimated cost of construction as AIC for all lighting related facilities in advance.

(4) Ownership of Distribution Facilities

FE shall retain ownership of all material and facilities installed by FE or the Customer/Developer for the distribution of electric energy, whether or not the same have

been paid for by the Customer. All lines and facilities constructed or installed by FE or the Customer/Developer are the property of FE if on the source side of the electric meter. The Customer/Developer will install and own all facilities on the load side of the electric meter.

(5) Relocation of Facilities

- A. FE will relocate its facilities on Customers/Developers premises at Customers/Developers request provided the Customer/Developer has:
  - 1. Provided a satisfactory easement for the new facilities,
  - 2. Paid the estimated engineering cost to review the relocation in advance,
  - 3. Paid the estimated total project cost for removal and construction cost of the electric facilities in advance.
- B. If FE determines it is necessary to move its facilities because the Customer/Developer fails or refuses to allow FE access to its electric facilities at any time, then the Customer/Developer may be billed the estimated total cost of the relocation.
- C. FE will replace an existing overhead electric line with an underground line upon request by a Customer/Developer, landowner, or other party, provided FE has:
  - 1. Determined, in its sole discretion, that such replacement does not adversely impact electric service reliability or FE's operating efficiencies,
  - 2. Received an adequate easement(s) in a form acceptable to FE for the construction, installation, maintenance, operation, replacement and/or repair of the underground facilities, at no cost to FE,
  - 3. Received payment of the estimated total cost prior to commencement of such relocation for the retirement and construction of electric

facilities required, and for the relocation of electric facilities. The requestor must pay FE a retainage prior to any engineering being looked at for any proposed relocation.

(6) Refundable Construction Allowance for Line Extensions  
Summary

A. Aid-In-Construction (AIC)

Customers/Developers required to provide an AIC may be entitled to a construction allowance after extending the electrical facilities to a Customer's point of delivery as shown in the table below. FE will install, own, operate and control all facilities necessary to provide electrical service to the point of delivery, except as previously noted in the ordinance. The project investment will include all standard facilities, meters, services and transformers. Facilities not included in the project investment are those necessary to accommodate future growth considerations or company initiated reliability enhancement projects.

[Remainder of page left blank intentionally.]



**B. Refundable Construction Allowances (Summary Table)**

<b>SERVICE</b>	<b>APPLICATION</b>	<b>REFUNDABLE CONSTRUCTION ALLOWANCE</b>
Temporary Service	All Temporary Services	No Refundable Construction Allowance applies, Customer pays 100% of Estimated Construction and Retirement Costs of electric facilities.
Residential	All Residential	\$1,800 per meter
Non-Residential Domestic/Commercial	Less than 10 kW	\$1,300 per meter
Commercial/Industrial	Greater than 10 kW	\$3,400 per meter
Primary Voltage Service	Primary Voltage Service	\$5,800 per meter
Security Lights	All Security Lights	No Refundable Construction Allowance applies, Customer pays 100% of Estimated Construction Costs
Underground Primary Line	All Primary Underground Line Extensions	Customer /Developer may be allowed to install the civil work including: all trench and associated backfill, concrete work associated with pad-mounted equipment, and all conduit and its installation. Refundable Construction Allowance will apply to Customer/Developer as stated above.

The customer-owned equipment, load data, and electric service requirements supplied by the Customer/Developer will be used in the determination of the AIC.

The refundable construction allowance shall only be refunded to the Customer/Developer once the meter has been installed and FE is provided with a notice of certificate of occupancy. If it is determined to be different than service classification applied for, the refundable construction allowance may be adjusted based on Customer's/Developer's actual service classification.

(7) Status of the Policy

The Line Extension Policy is subject to be changed only by the City Council of the City of Farmersville."

**SECTION 5: REPEALER**

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

**SECTION 6: SEVERABILITY**

It is hereby declared to be the intent of the City Council that the several provisions of this Ordinance are severable. In the event that 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 7: PENALTIES FOR VIOLATION OF THE ORDINANCE**

Any person, firm or corporation who violates any provision of this Ordinance by interconnecting distributed generation to FE's electric system without a complete Application and executed Agreement, or violating any other provision of this Ordinance, upon conviction, shall be guilty of a misdemeanor and shall be fined up to \$2,000.00 per violation. Each occurrence and each day that a violation continues shall be considered a separate offense and punished accordingly.

**SECTION 8: INJUNCTIVE RELIEF**

Any violation of this ordinance can be enjoined by a suit filed in the name of FE and/or the City of Farmersville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Farmersville.

**SECTION 9: PUBLICATION**

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

## **SECTION 10: 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 11: 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 12: EFFECTIVE DATE**

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

**PASSED** on first reading on the 25<sup>th</sup> day of March, 2014, and second reading on the 8<sup>th</sup> day of April, 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 8<sup>th</sup> DAY OF APRIL, 2014.**

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

**ATTEST:**

BY: \_\_\_\_\_  
**Edie Sims, City Secretary**



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** March 25, 2014

**SUBJECT:** First Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule regarding electric service fees

- An Ordinance is attached for review

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

**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-0408-002**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING FARMERSVILLE CODE OF ORDINANCES AMENDING "MASTER FEE SCHEDULE," ARTICLE II, SECTION 2-1 "WATER AND ELECTRICAL SERVICE INITIATION FEES; MISCELLANEOUS SERVICES" BY ADDING SERVICE DISCONNECTION FEE DURING BUSINESS HOURS; SERVICE RECONNECTION FEE AFTER HOURS; AND CHANGING THE TEMPORARY SERVICE FOR CONSTRUCTION FEE"; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION I:** That Article II, Section 2-1 of the Master Fee Schedule – Water and Electrical Service Initiation Fees; Miscellaneous Services of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended to read as follows:

**"Section 2-1    Water and Electrical Service Initiation Fees; Miscellaneous Services**

<b>Electric</b>	
Service Disconnection Fee (during business hours)	\$50
Service Reconnection Fee After Hours	\$150
Temporary Service for Construction	\$150

**SECTION 2. SEVERABILITY CLAUSE**

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

**SECTION 3. REPEALER CLAUSE**

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

**SECTION 4:** This Ordinance shall take effect April 15, 2014, as the law in such cases provides and with the immediate publication of the caption.

**PASSED** on first reading on the 25<sup>th</sup> day of March, 2014, and second reading on the 8<sup>th</sup> day of April, 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 8<sup>th</sup> DAY OF APRIL, 2014.**

**APPROVED:**

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

**ATTEST:**

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



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** March 25, 2014

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

- City Financial Reports are attached for review

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

City of Farmersville  
Investment and Budget Report

February 2014

Prepared by: Daphne Hamlin



# SUMMARY OF CASH BALANCES FEBRUARY 2014

ACCOUNT: FNB (0815)

Restricted

Assigned

Account Balance

Clearing Accounts			
General Fund		\$	501,768.24
Permit Fund		\$	(16,471.32)
Refuse Fund		\$	57,767.31
Water/Wastewater Fund		\$	72,112.12
Electric Fund		\$	13,301.29
SRO Support ISD	\$	23,881.14	
CC Child Safety	\$	14,908.70	
Law Enf. Training	\$	343.61	
Debt Service Revenue Payment(66.67%, \$228K)	\$	193,218.49	
2012 Bond	\$	(139,381.74)	
Disbursement Fund	\$	(55,213.39)	
Library Donation Fund	\$	1,509.96	
Court Tech/Sec	\$	17,146.37	
Grants	\$	(566,938.52)	
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:	\$	(333,530.03)	\$ 628,477.64 \$ 294,947.61

Debt Service Accounts			
County Tax Deposit (FNB 0807)(Debt Service)	\$	277,552.08	
Debt Service Reserve (Texpool 0014 ) (2 months rsv )	\$	107,718.23	
TOTAL:	\$	385,270.31	\$ 385,270.31

Appropriated Surplus Investment Accounts			
Customer meter deposits (Texpool 0008)	\$	107,509.98	
2012 Anticipation Note Elec Fund (Texstar 1120)	\$	600,042.64	
2012 G/O Bond, streets, water, wastewater (Texstar 0120 )	\$	1,227,151.31	-
TOTAL:	\$	1,934,703.93	\$ - \$ 1,934,703.93

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)	\$	423,073.44	
Water/WW Fund (Texpool 00017)(Capital)	\$	390,712.89	
Elec. Fund (Texpool 0005) (Operating)	\$	50,000.00	
Elec. Fund (Texpool 0016)(Capital)	\$	129,555.54	
Elec. Surcharge (Texpool 0015)	\$	120,823.65	
Money Market Acct. (FNB 092)			\$ 172,777.74
TOTAL:	\$	1,857,937.36	\$ 383,611.18 \$ 2,241,548.54

Contractor Managed Accounts Nonspendable			
NTMWD Sewer Plant Maint. Fund	\$	13,844.00	
Sharyland PCRF Fund	\$	304,599.00	
TOTAL APPROPRIATED SURPLUS	\$	318,443.00	\$ - \$ 318,443.00
TOTAL CASH & INVESTMENT ACCOUNTS	\$	4,162,824.57	\$ 1,012,088.82 \$ 5,174,913.39

## SUMMARY OF CASH BALANCES FEBRUARY 2014

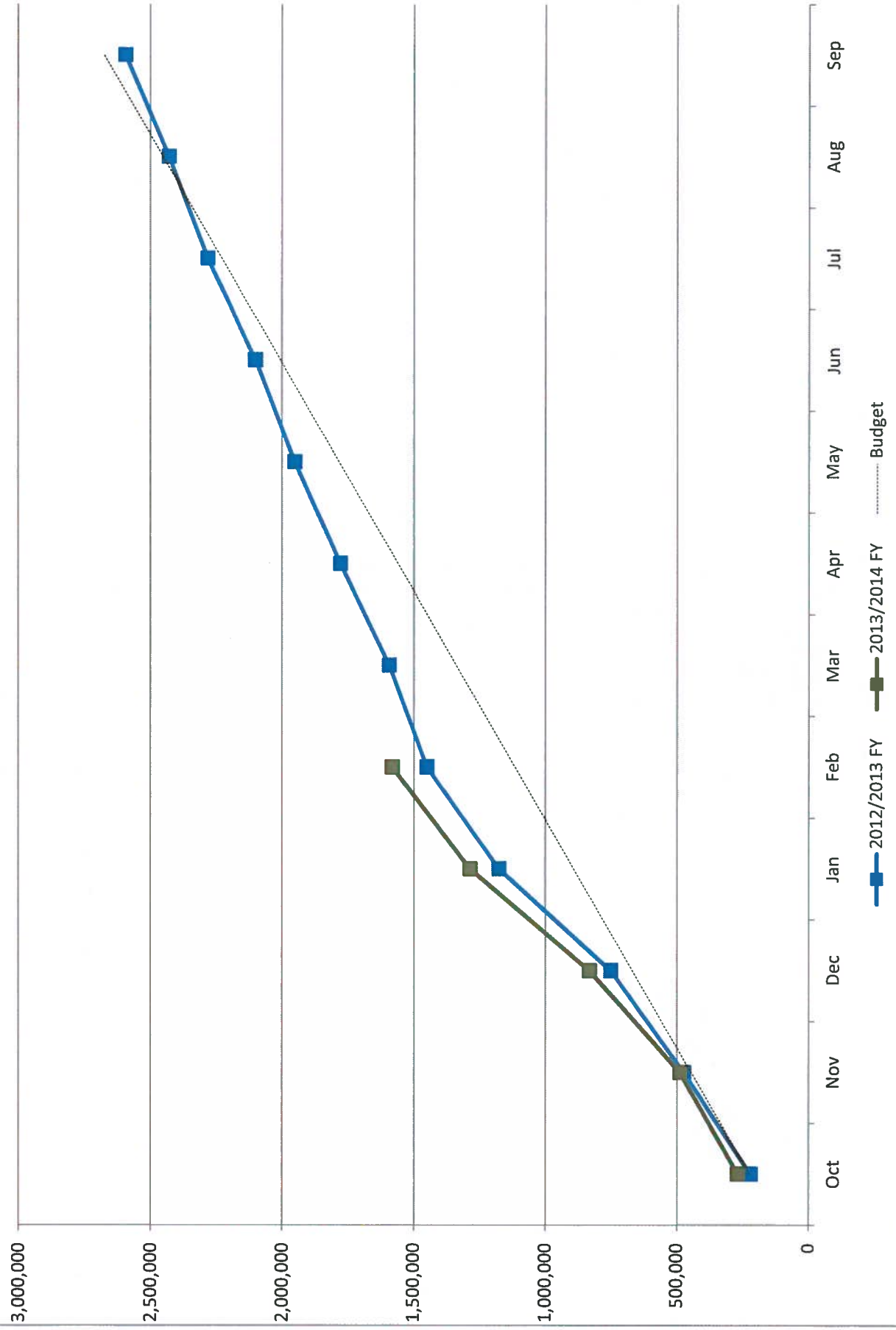
FEDC 4A Board Investment & Checking Account				
FEDC 4A Checking Account(Independent Bank 3124)	\$	200,602.48		
FEDC 4A Investment Account (Texpool 0001)	\$	366,559.13		
FEDC 4A Certificate of Deposit (Independent Bank)	\$	250,000.00		
TOTAL:	\$	817,161.61	\$	- \$ 817,161.61

FCDC 4B Board Investment & Checking Account				
FCDC 4B Checking Account (Independent Bank 3035)	\$	114,940.80		
FCDC 4B Investment Account (Texpool 0001)	\$	84,821.91		
TOTAL:	\$	199,762.71	\$	- \$ 199,762.71

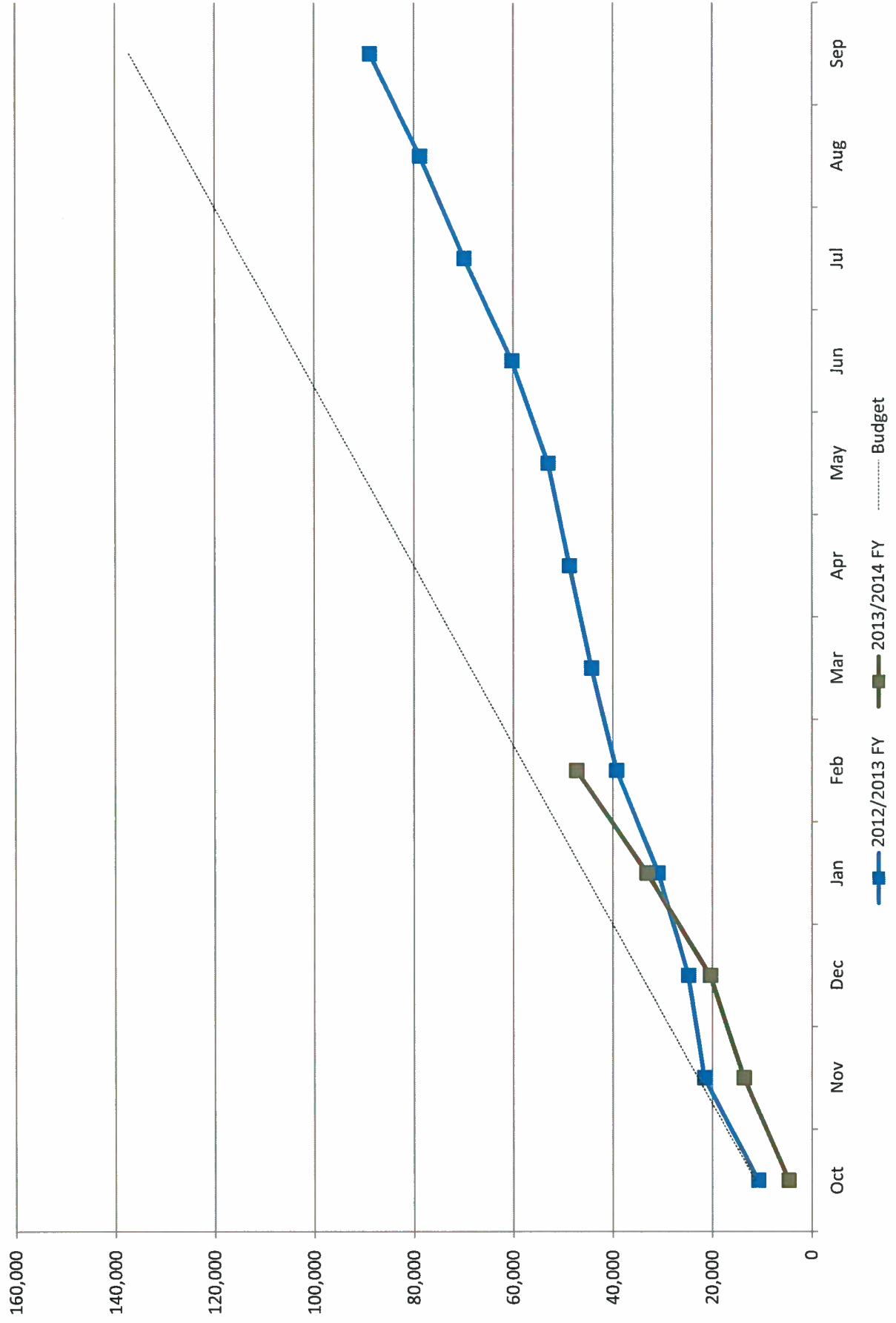
TIRZ Account				
County Tax Deposits (FNB 0815)				
TOTAL:	\$	-	\$	- \$ -

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

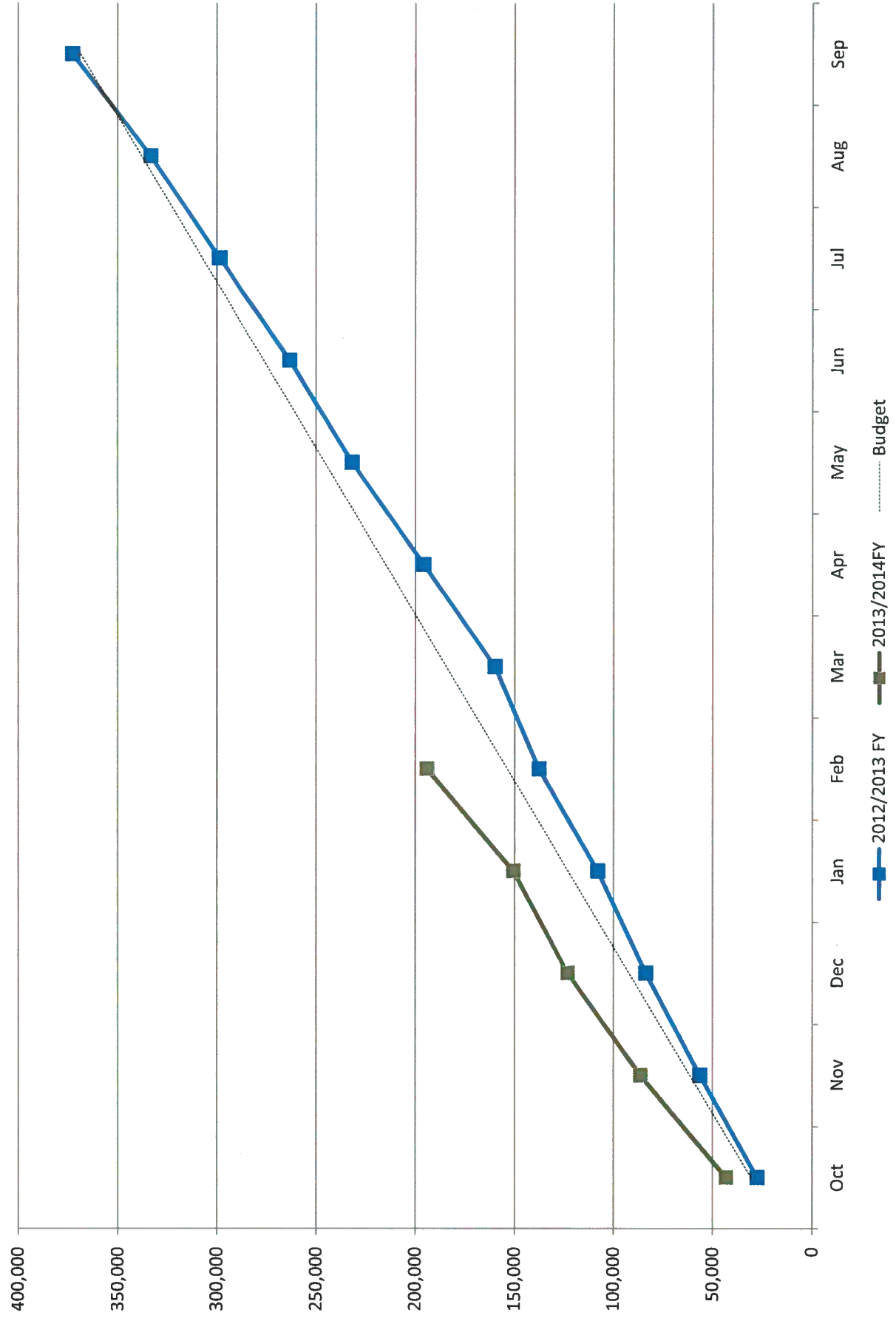
# General Fund Revenue Comparison Chart



# Municipal Court Comparison Chart

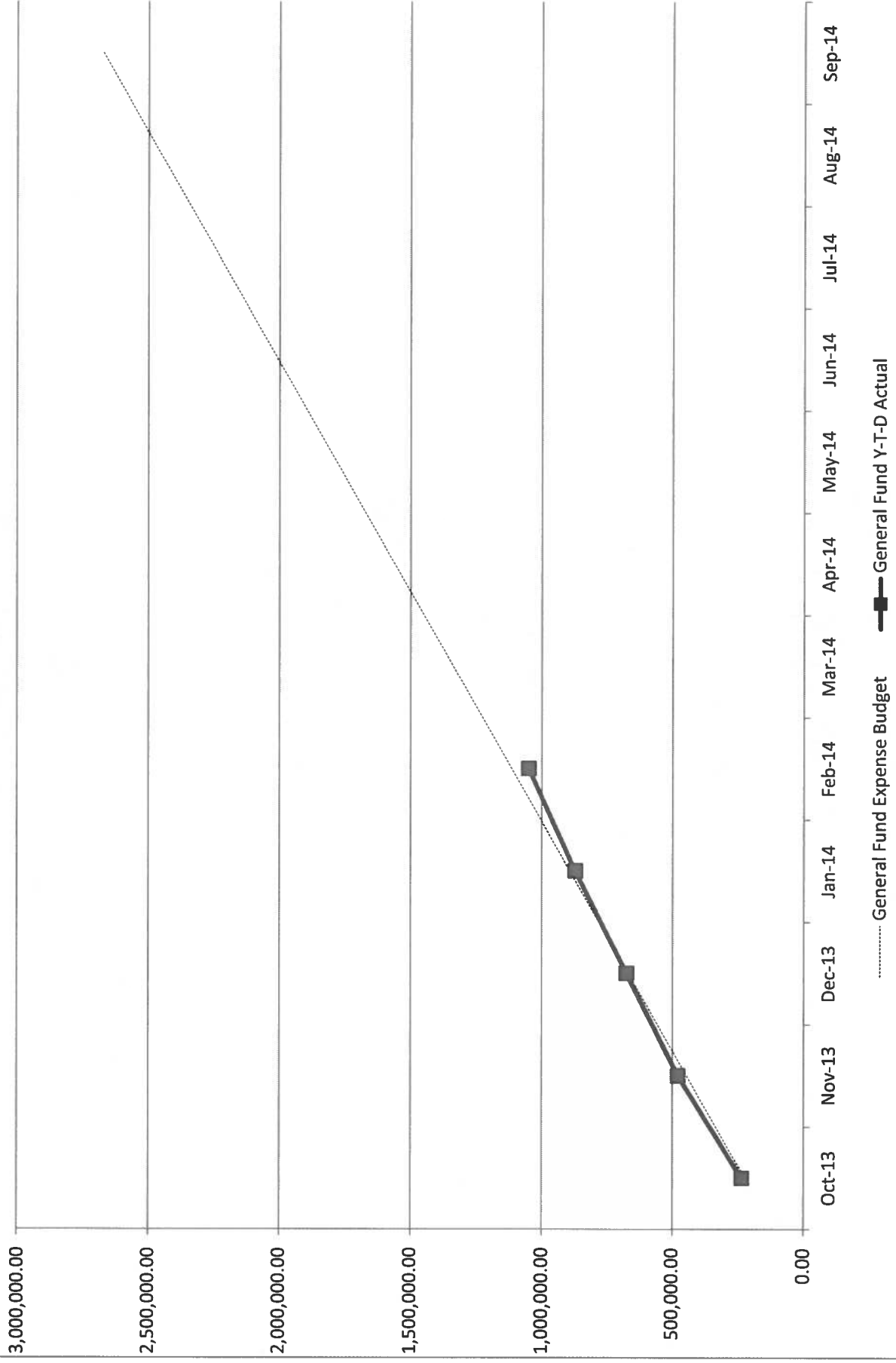


Sales Tax Chart



# General Fund Expense

Budget Year 10/2013 thru 9/2014



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2014

## 100-GENERAL FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE	707,673	136,975.82	656,923.51	0.00	50,749.49	92.83
100.00.5711.000 AD VALOREM TAX	0	0.00	0.00	0.00	0.00	0.00
100.00.5712.000 CC CONV FEE COURT	15,000	2,290.43	8,547.58	0.00	6,452.42	56.98
100.00.5713.000 DEL. TAX, PEN. & INT.	0	0.00	0.00	0.00	0.00	0.00
100.00.5714.000 CC CONV FEE UTILITY	10,000	0.00	0.00	0.00	10,000.00	0.00
100.00.5715.000 TIRZ	368,718	43,685.89	194,311.30	0.00	174,406.70	52.70
100.00.5721.000 SALES TAX	200	0.00	474.94	0.00 (	274.94)	237.47
100.00.5722.000 BEVERAGE TAX	0	0.00	0.00	0.00	0.00	0.00
100.00.5730.000 FRANCHISE FEES - GARBAGE	30,000	0.00	22,961.17	0.00	7,038.83	76.54
100.00.5731.000 FRANCHISE FEES - GAS	10,800	900.00	4,500.00	0.00	6,300.00	41.67
100.00.5732.000 SKYBEAM	5,500	0.00	3,946.03	0.00	1,553.97	71.75
100.00.5733.000 ELEC. FUND FRANCHISE FEE	5,000	715.52	2,038.26	0.00	2,961.74	40.77
100.00.5734.000 FRANCHISE FEES - TELE.	13,000	2,757.44	5,888.82	0.00	7,111.18	45.30
100.00.5735.000 FRANCHISE FEES - CABLE	0	0.00	0.00	0.00	0.00	0.00
100.00.5736.000 FRANCHISE FEES - OTHER	20,000	405.00	15,600.50	0.00	4,399.50	78.00
100.00.5741.000 PERMITS & INSPECTIONS	2,000	0.00	0.00	0.00	2,000.00	0.00
100.00.5742.000 PLANNING & ZONING FEES	100	0.00	53.00	0.00	47.00	53.00
100.00.5743.000 FEES	137,171	14,098.68	47,379.52	0.00	89,791.48	34.54
100.00.5744.000 PENALTIES	110,997	0.00	55,488.02	0.00	55,508.98	49.99
100.00.5745.000 CNTY FIRE RUNS	1,000	100.00	250.00	0.00	750.00	25.00
100.00.5746.000 UNION SHED RENTAL	14,800	0.00	0.00	0.00	14,800.00	0.00
100.00.5747.000 COUNTY LIBRARY FUND	0	2.00	14.00	0.00 (	14.00)	0.00
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	60.91	0.00 (	60.91)	0.00
100.00.5749.000 MUN. CT. BLDG. SECURITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5750.000 IAKIN MEMORIAL	0	0.00	81.21	0.00 (	81.21)	0.00
100.00.5751.000 MUN. CT. TECHNOLOGY FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5754.000 GRANT PROCEEDS	15,468	1,395.64	5,441.58	0.00	10,026.42	35.18
100.00.5758.000 T-MOBILE LEASE	2,550	10.00	9,105.00	0.00 (	6,555.00)	357.06
100.00.5759.000 GAMING MACHINE LICENSE	0	0.00	0.00	0.00	0.00	0.00
100.00.5760.000 SRO SUPPORT	1,000	25.50	153.19	0.00	846.81	15.32
100.00.5762.000 INTEREST EARNED	600	0.00	0.00	0.00	600.00	0.00
100.00.5763.000 FEDC 4A STAFF SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5764.000 FCDC IMPROVEMENTS	12,000	0.00	5,000.00	0.00	7,000.00	41.67
100.00.5765.000 RENT E. TX. MED CTR.	0	0.00	0.00	0.00	0.00	0.00
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	1,811.21	3,637.58	0.00	5,362.42	40.42
100.00.5769.000 OTHER INCOME	25,000	869.85	4,896.00	0.00	20,104.00	19.58
100.00.5770.000 C.C. CHLD SAFETY	0	0.00	0.00	0.00	0.00	0.00
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5773.000 REVENUE RESCUE	2,500 (	160.00)	3,357.26	0.00 (	857.26)	134.29
100.00.5774.000 ALARM FEE	1,000	125.00	3,105.00	0.00 (	2,105.00)	310.50
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: FEBRUARY 28TH, 2014

## 100-GENERAL FUND

% OF YEAR COMPLETED: 41.67

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	8,629.10	0.00	12,080.90	41.67
100.00.5793.000 RENT RECEIVED	3,600	300.00	1,500.00	0.00	2,100.00	41.67
100.00.5794.000 CIVIC RENT	5,500	487.50	2,699.50	0.00	2,800.50	49.08
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	0.00	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	435,677.00	0.00	609,948.00	41.67
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	295,656.70	1,582,284.58	0.00	1,091,815.42	59.17

## TOTAL REVENUE

2,674,100	295,656.70	1,582,284.58	0.00	1,091,815.42	59.17
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CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2014

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

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

00-REVENUE	2,674,100	295,656.70	1,582,284.58	0.00	1,091,815.42	59.17
TOTAL REVENUES	2,674,100	295,656.70	1,582,284.58	0.00	1,091,815.42	59.17

EXPENDITURE SUMMARY

00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00

11-MAYOR & CITY COUNCIL

PERSONNEL SERVICES	2,040	170.00	850.00	0.00	1,190.00	41.67
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	475.00	16,716.19	0.00	8,983.81	65.04
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	27,890	645.00	17,566.19	0.00	10,323.81	62.98

12-ADMINISTRATION

PERSONNEL SERVICES	229,832	17,046.87	77,814.89	0.00	152,017.11	33.86
CONTRACTS & PROF. SVCS	87,050	6,011.17	31,404.36	0.00	55,645.64	36.08
MAINTENANCE	69,665	5,522.10	34,656.04	620.75	34,388.21	50.64
UTILITIES	21,150	1,746.49	7,057.25	0.00	14,092.75	33.37
SUPPLIES	18,500	823.34	11,879.83	0.00	6,620.17	64.22
MISCELLANEOUS	37,500	1,827.11	14,070.93	0.00	23,429.07	37.52
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	32,977.08	176,883.30	620.75	286,192.95	38.28

14-MUNICIPAL COURT

PERSONNEL SERVICES	120,781	9,610.97	43,055.30	0.00	77,725.70	35.65
CONTRACTS & PROF. SVCS	24,986	1,250.00	7,864.30	0.00	17,121.70	31.47
MAINTENANCE	9,218	523.74	4,389.62	0.00	4,828.38	47.62
UTILITIES	1,200	103.66	305.24	0.00	894.76	25.44
SUPPLIES	5,500	111.43	3,378.90	0.00	2,121.10	61.43
MISCELLANEOUS	6,700	305.05	3,629.04	0.00	3,070.96	54.16
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 14-MUNICIPAL COURT	168,385	11,904.85	62,622.40	0.00	105,762.60	37.19

15-LIBRARY

PERSONNEL SERVICES	88,497	7,073.06	35,546.48	0.00	52,950.52	40.17
CONTRACTS & PROF. SVCS	250	0.00	0.00	0.00	250.00	0.00
MAINTENANCE	40,257	1,473.77	8,040.62	0.00	32,216.38	19.97
UTILITIES	9,550	723.69	3,002.53	0.00	6,547.47	31.44
SUPPLIES	3,610	330.54	1,240.31	0.00	2,369.69	34.36
MISCELLANEOUS	5,400	0.00	3,815.50	0.00	1,584.50	70.66

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2014

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>CAPITAL EXPENDITURES</b>	15,000	1,521.09	5,037.73	0.00	9,962.27	33.58
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	162,564	11,122.15	56,683.17	0.00	105,880.83	34.87
<b>16-CIVIC/CENTER</b>						
UTILITIES	15,500	1,502.24	5,206.96	0.00	10,293.04	33.59
TOTAL 16-CIVIC/CENTER	15,500	1,502.24	5,206.96	0.00	10,293.04	33.59
<b>21-POLICE DEPT.</b>						
PERSONNEL SERVICES	644,454	46,502.45	256,274.46	0.00	388,179.54	39.77
CONTRACTS & PROF. SVCS	41,200	139.58	18,572.70	0.00	22,627.30	45.08
MISCELLANEOUS	1,000	0.00	0.00	0.00	1,000.00	0.00
MAINTENANCE	78,836	3,780.52	31,967.36	8,130.75	38,737.89	50.86
UTILITIES	32,820	3,091.82	11,349.25	0.00	21,470.75	34.58
SUPPLIES	60,600	3,634.08	18,579.15	0.00	42,020.85	30.66
MISCELLANEOUS	19,120	950.00	11,726.00	0.00	7,394.00	61.33
CAPITAL EXPENDITURES	0	130.47	1,174.23	0.00	1,174.23	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	878,030	57,967.98	347,294.69	8,130.75	522,604.56	40.48
<b>22-FIRE DEPT.</b>						
PERSONNEL SERVICES	108,225	7,654.62	44,637.41	0.00	63,587.59	41.25
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	1,791.16	5,958.24	0.00	30,488.76	16.35
UTILITIES	720	30.00	120.00	0.00	600.00	16.67
SUPPLIES	23,900	1,815.31	6,878.66	0.00	17,021.34	28.78
MISCELLANEOUS	12,890	0.00	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	11,291.09	68,742.43	0.00	161,334.57	29.88
<b>34-STREET SYSTEM</b>						
PERSONNEL SERVICES	122,983	8,116.80	46,130.16	0.00	76,852.84	37.51
CONTRACTS & PROF. SVCS	15,300	4,968.85	10,196.60	0.00	5,103.40	66.64
MISCELLANEOUS	51,562	242.49	12,651.22	0.00	38,910.78	24.54
MAINTENANCE	3,000	2,410.02	4,523.41	0.00	1,523.41	150.78
UTILITIES	46,200	3,929.41	16,135.91	0.00	30,064.09	34.93
SUPPLIES	11,000	914.53	3,467.56	0.00	7,532.44	31.52
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	20,582.10	93,104.86	0.00	157,440.14	37.16
<b>37-ELECTRIC DEPT.</b>						
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: FEBRUARY 28TH, 2014

PAGE: 3

100-GENERAL FUND  
FINANCIAL SUMMARY

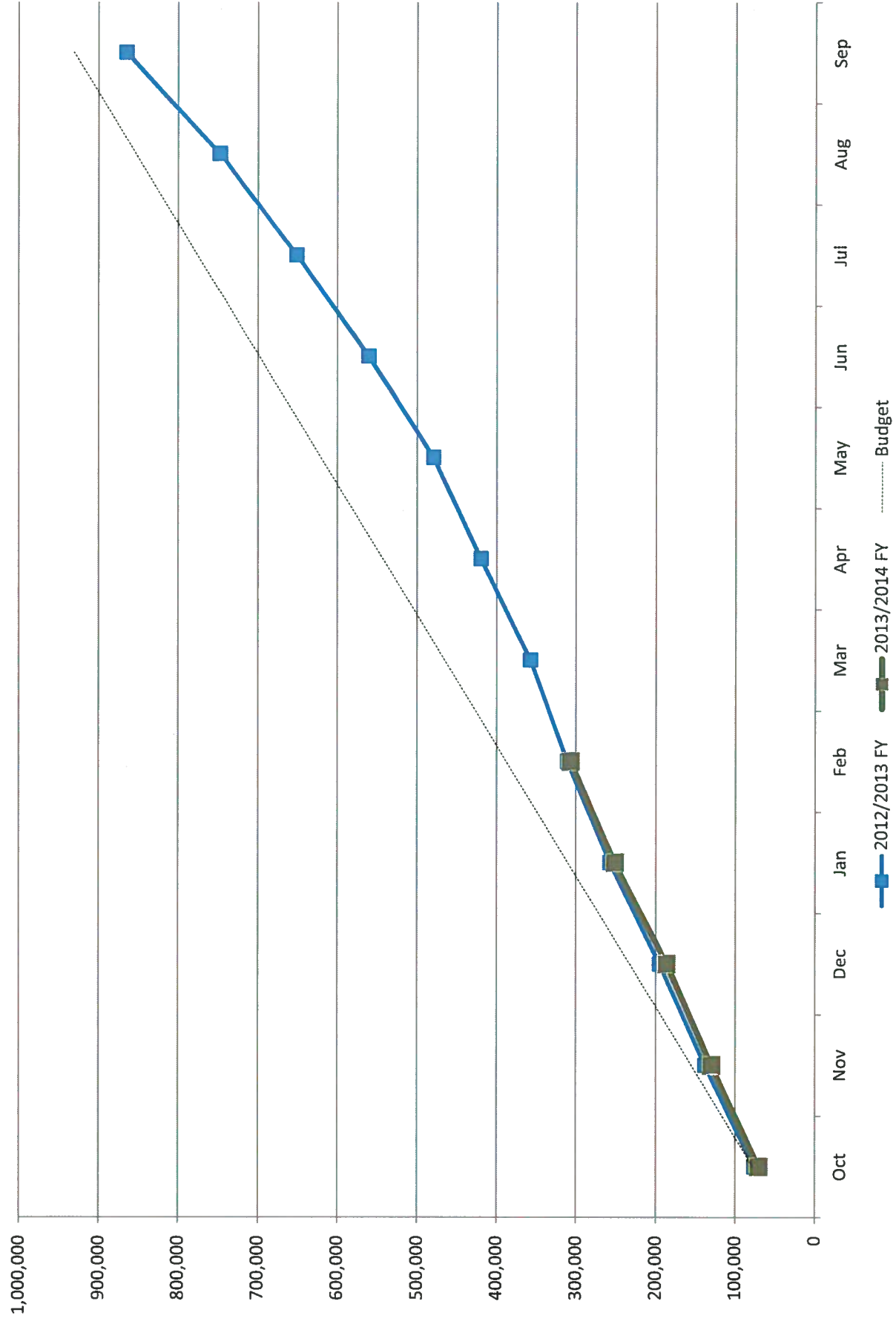
% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>60-PUBLIC WORKS BLDG</b>						
PERSONNEL SERVICES	51,772	6,488.15	44,883.77	0.00	6,888.23	86.70
CONTRACTS & PROF. SVCS	10,000	8,198.58	10,360.04	0.00	360.04	103.60
MISCELLANEOUS	22,500	5,284.69	17,157.50	0.00	5,342.50	76.26
MAINTENANCE	56,193	530.08	8,441.61	0.00	47,751.39	15.02
UTILITIES	14,355	1,475.78	5,158.14	0.00	9,196.86	35.93
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
<b>TOTAL 60-PUBLIC WORKS BLDG</b>	<b>157,320</b>	<b>21,977.28</b>	<b>86,001.06</b>	<b>0.00</b>	<b>71,318.94</b>	<b>54.67</b>
<b>39-PARKS</b>						
PERSONNEL SERVICES	77,101	3,951.68	25,051.09	0.00	52,049.91	32.49
CONTRACTS & PROF. SVCS	63,500	0.00	24,125.56	0.00	39,374.44	37.99
MISCELLANEOUS	21,250	1,540.24	6,207.98	0.00	15,042.02	29.21
MAINTENANCE	14,000	928.63	4,992.63	0.00	9,007.37	35.66
UTILITIES	67,375	2,102.45	12,930.05	0.00	54,444.95	19.19
SUPPLIES	7,000	914.53	3,467.58	0.00	3,532.42	49.54
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
<b>TOTAL 39-PARKS</b>	<b>250,226</b>	<b>9,437.53</b>	<b>76,774.89</b>	<b>0.00</b>	<b>173,451.11</b>	<b>30.68</b>
<b>71-DEBT SERVICE</b>						
DEBT SERVICE	71,066	0.00	59,494.74	0.00	11,571.26	83.72
<b>TOTAL 71-DEBT SERVICE</b>	<b>71,066</b>	<b>0.00</b>	<b>59,494.74</b>	<b>0.00</b>	<b>11,571.26</b>	<b>83.72</b>

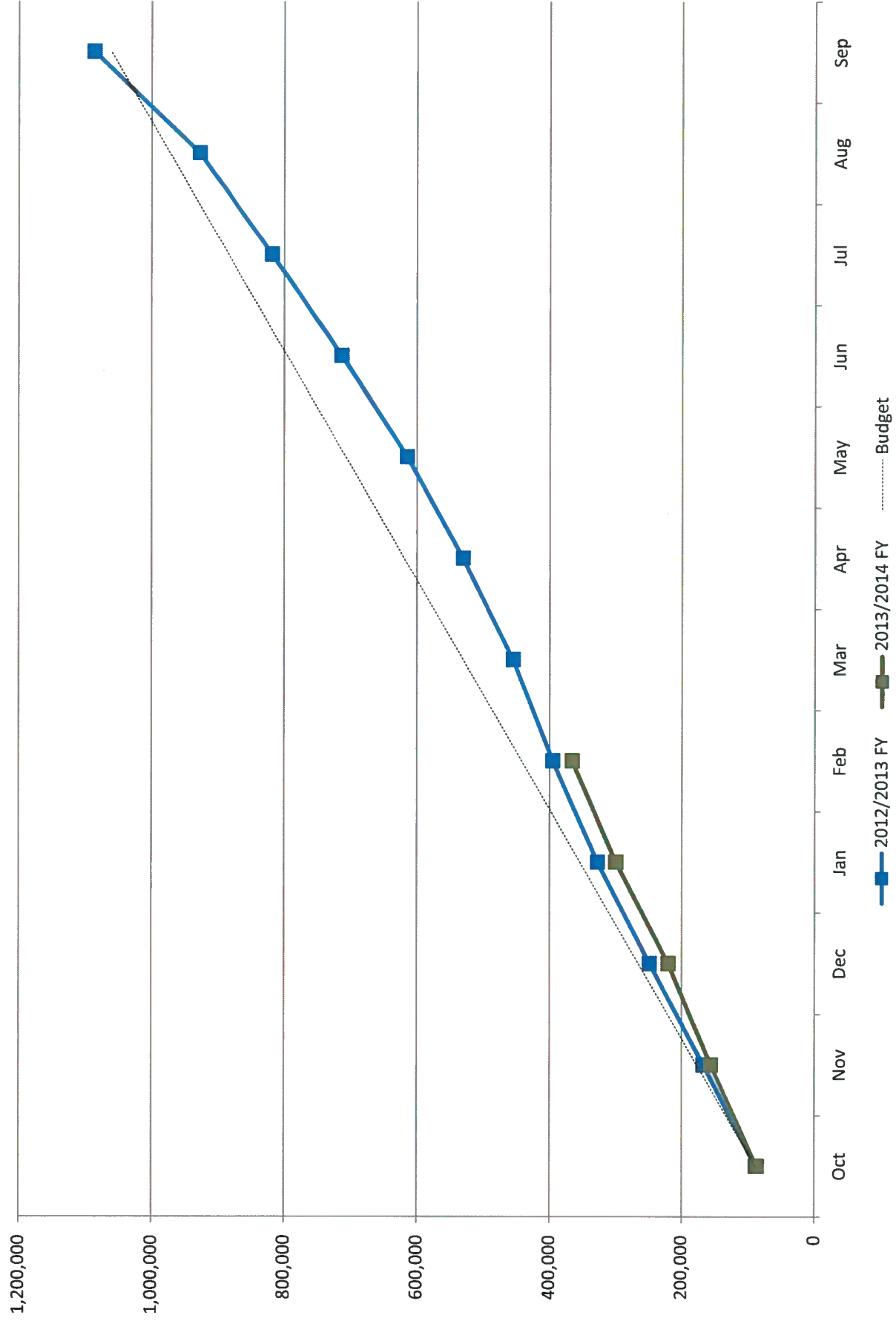
TOTAL EXPENDITURES 2,675,300 179,407.30 1,050,386.43 8,751.50 1,616,162.07 39.59

REVENUE OVER/(UNDER) EXPENDITURES ( 1,200) 116,249.40 531,898.15 ( 8,751.50) ( 524,346.65) 3,595.55-

## City Water Sales

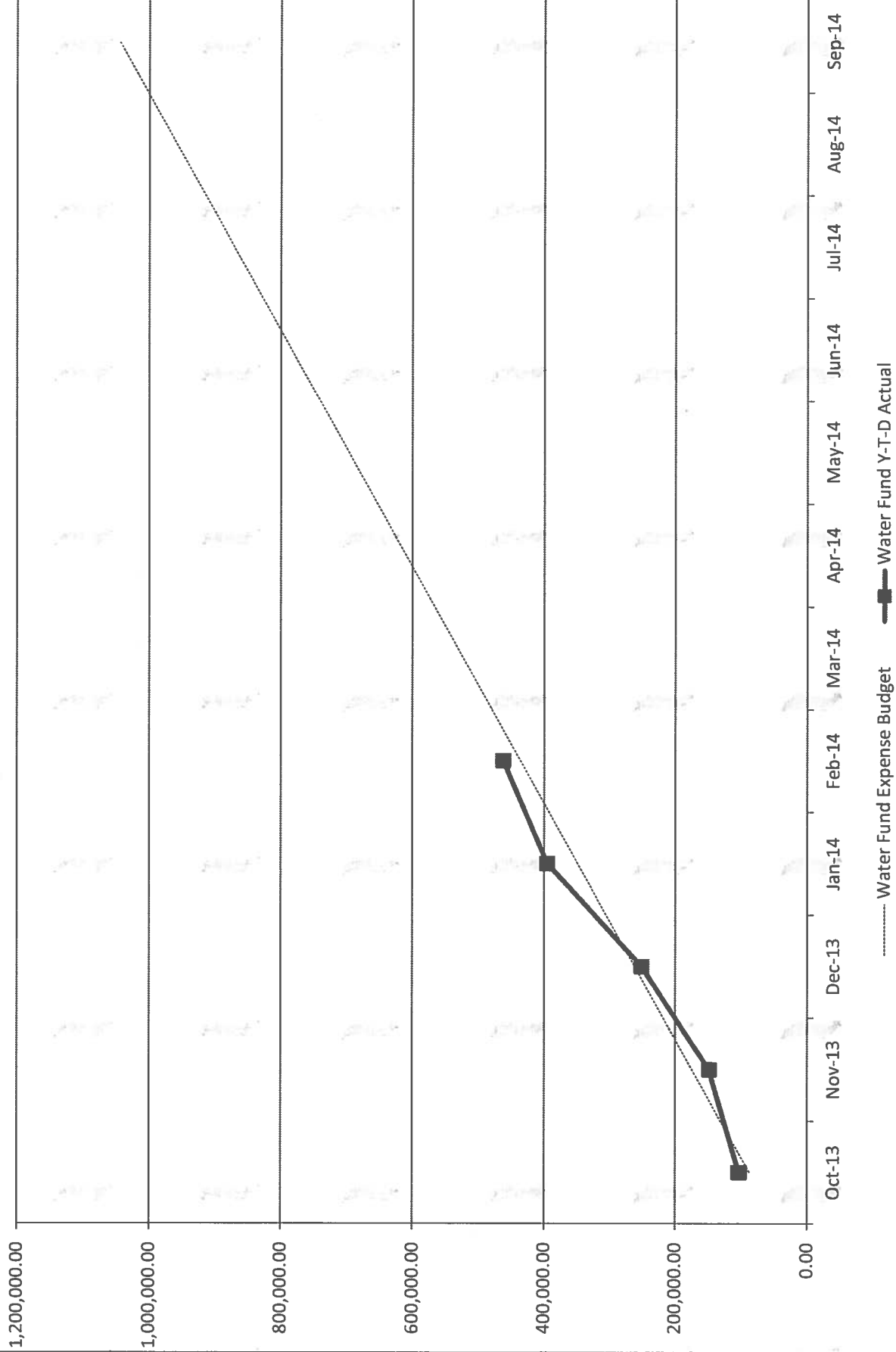


# Water Revenue Comparison Chart



# Water Fund Expense

Budget Year 10/2013 thru 9/2014



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2014

PAGE: 1

700-WATER FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,061,120	65,928.36	365,391.36	0.00	695,728.64	34.43
35-WATER REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,061,120	65,928.36	365,391.36	0.00	695,728.64	34.43
<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	9,962.09	54,624.22	0.00	7,565.78	87.83
CONTRACTS & PROF. SVCS	150	0.00	0.00	0.00	150.00	0.00
MAINTENANCE	12,589	289.50	5,242.70	0.00	7,346.30	41.65
UTILITIES	18,000	2,099.11	7,400.04	0.00	10,599.96	41.11
SUPPLIES	500	0.00	150.00	0.00	350.00	30.00
MISCELLANEOUS	2,150	193.29	892.70	0.00	1,257.30	41.52
TOTAL 12-ADMINISTRATION	95,579	12,543.99	68,309.66	0.00	27,269.34	71.47
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	123.53	219.61	0.00	219.61	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	123.53	1,494.14	0.00	1,494.14	0.00
35-WATER DEPT.						
PERSONNEL SERVICES	132,869	17,646.17	93,328.11	0.00	39,540.89	70.24
CONTRACTS & PROF. SVCS	44,655	18,789.49	35,152.55	0.00	9,502.45	78.72
MISCELLANEOUS	77,050	4,381.82	22,611.28	0.00	54,438.72	29.35
MAINTENANCE	5,000	133.50	1,290.87	0.00	3,709.13	25.82
UTILITIES	32,200	2,033.82	8,597.68	0.00	23,602.32	26.70
SUPPLIES	534,472	914.53	178,291.99	0.00	356,180.01	33.36
MISCELLANEOUS	1,500	111.00	1,833.60	0.00	333.60	122.24
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	121,874	10,156.16	50,780.80	0.00	71,093.20	41.67
TOTAL 35-WATER DEPT.	949,620	54,166.49	391,886.88	0.00	557,733.12	41.27
TOTAL EXPENDITURES	1,045,699	66,834.01	461,690.68	0.00	584,008.32	44.15
REVENUE OVER/ (UNDER) EXPENDITURES	15,421	( 905.65)	( 96,299.32)	0.00	111,720.32	624.47-

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2014

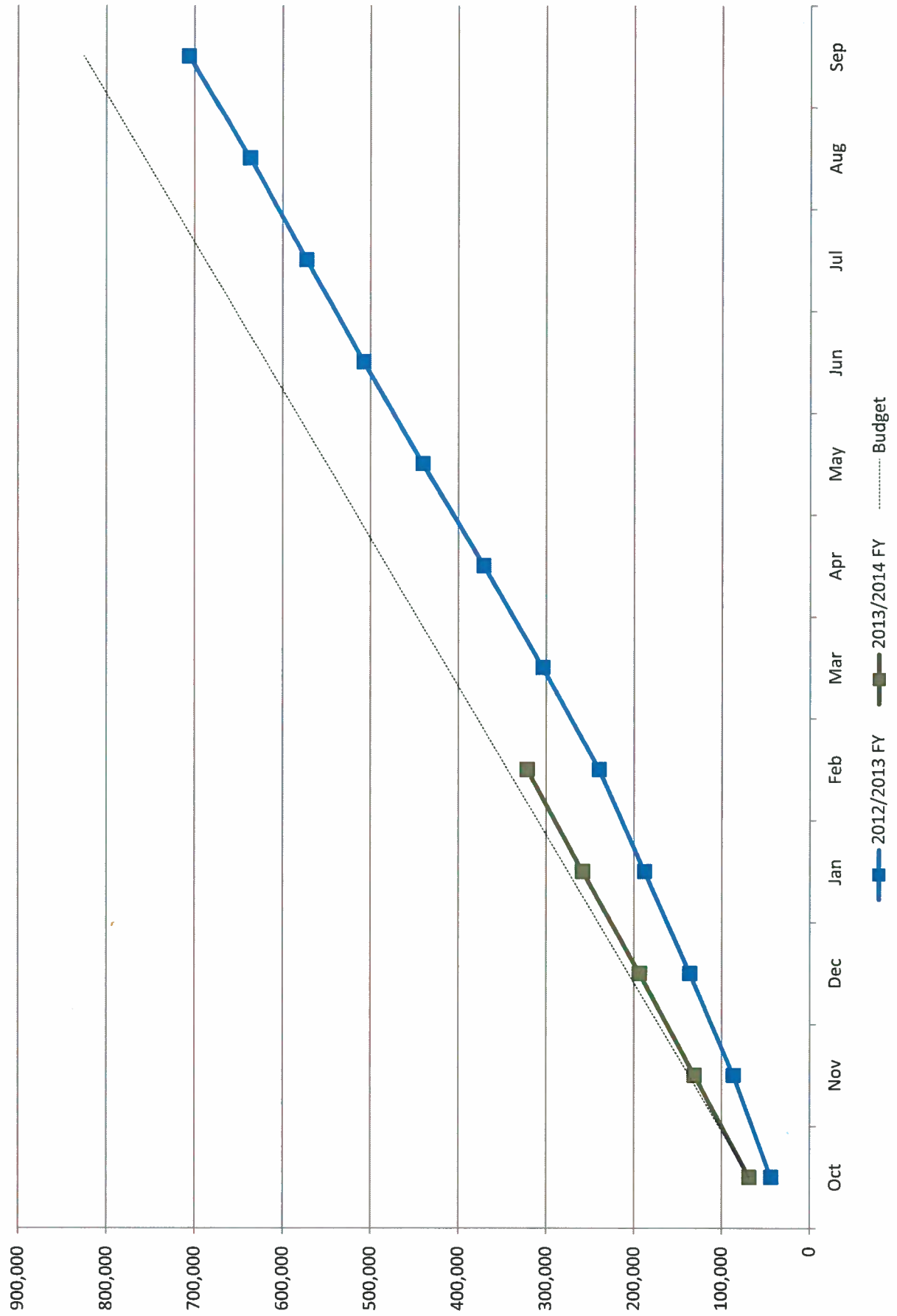
## 700-WATER FUND

% OF YEAR COMPLETED: 41.67

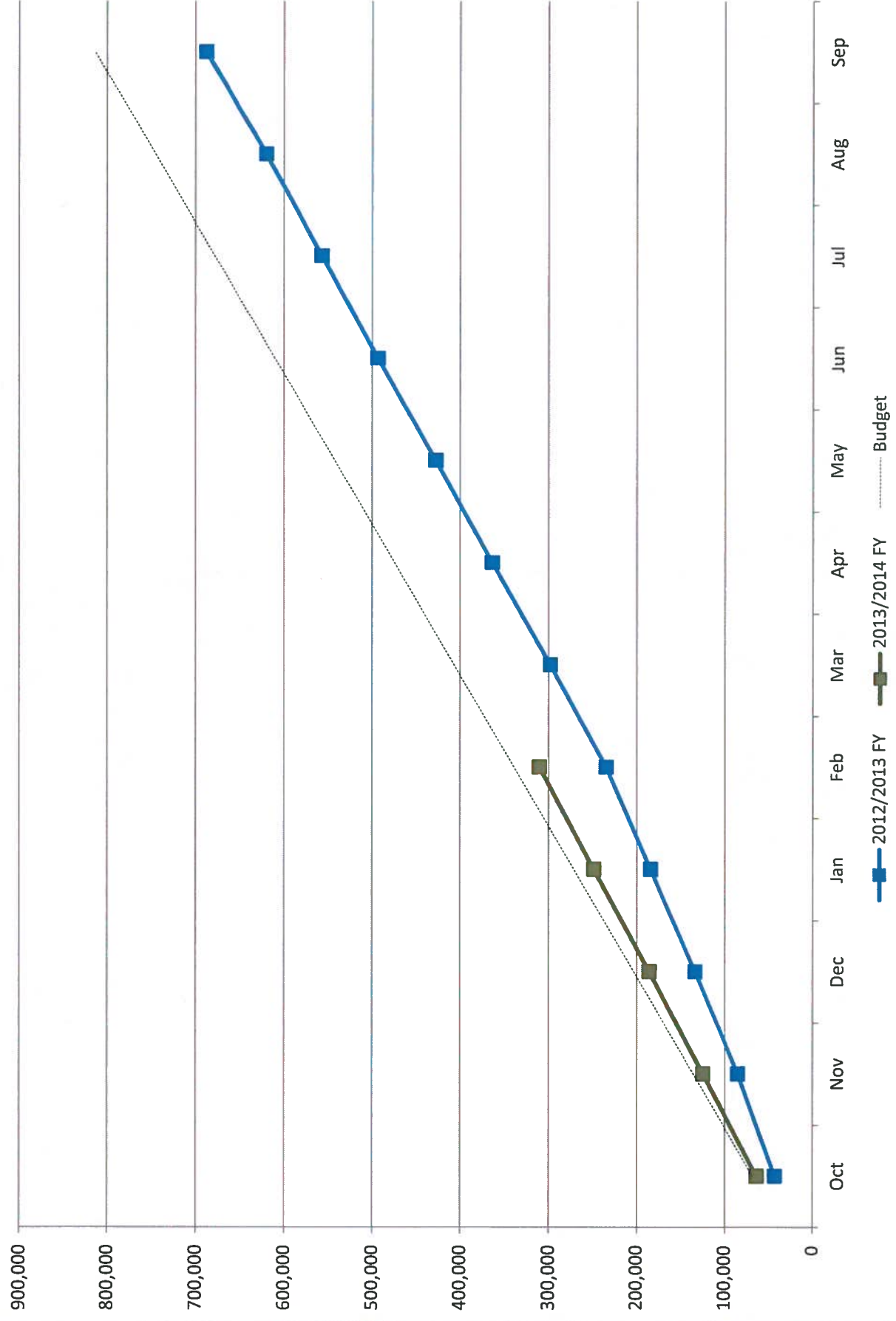
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	3,500	325.00	1,327.50	0.00	2,172.50	37.93
700.00.5744.000 PENALTIES	18,000	1,299.26	6,301.12	0.00	11,698.88	35.01
700.00.5745.000 AGREEMENTS AND CONTRACTS	90,987	8,064.90	44,212.77	0.00	46,774.23	48.59
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	55,358.07	306,993.41	0.00	623,904.59	32.98
700.00.5753.000 WATER TAP FEES	3,700	600.00	5,760.00	0.00 (	2,060.00)	155.68
700.00.5762.000 INTEREST EARNED	1,500	39.94	247.62	0.00	1,252.38	16.51
700.00.5767.000 OTHER REVENUE	8,480	241.19	548.94	0.00	7,931.06	6.47
700.00.5769.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	1,061,120	65,928.36	365,391.36	0.00	695,728.64	34.43
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	65,928.36	365,391.36	0.00	695,728.64	34.43



# Wastewater Revenue Comparison Chart

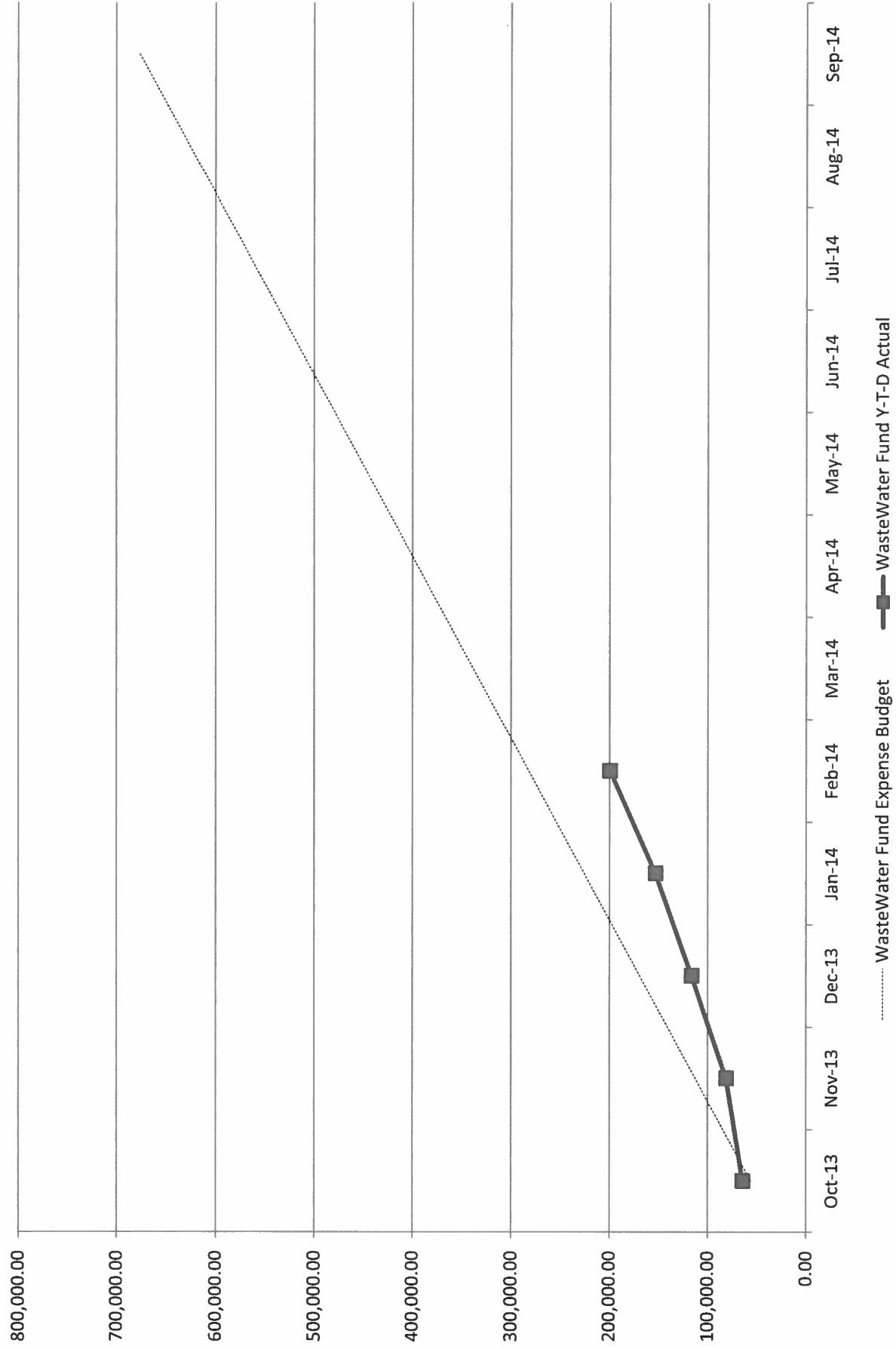


# City Sewer Sales



# Wastewater Fund Expense

Budget Year 10/2013 thru 9/2014



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2014

705-WASTEWATER  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

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

00-REVENUE	825,489	63,095.83	321,852.54	0.00	503,636.46	38.99
TOTAL REVENUES	825,489	63,095.83	321,852.54	0.00	503,636.46	38.99

EXPENDITURE SUMMARY

36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	164,385	9,444.55	26,027.88	0.00	138,357.12	15.83
CONTRACTS & PROF. SVCS	10,000	2,325.00	4,519.04	0.00	5,480.96	45.19
MISCELLANEOUS	8,500	27.98	8,783.50	0.00	( 283.50)	103.34
MAINTENANCE	233,890	21,027.39	95,603.05	0.00	138,286.95	40.88
UTILITIES	8,750	523.55	3,263.95	0.00	5,486.05	37.30
SUPPLIES	0	914.53	1,066.87	0.00	( 1,066.87)	0.00
MISCELLANEOUS	0	0.00	( 12.14)	0.00	12.14	0.00
DEBT SERVICE	106,662	0.00	0.00	0.00	106,662.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	144,601	12,050.08	60,250.40	0.00	84,350.60	41.67
TOTAL 36-WASTEWATER SYSTEM	676,788	46,313.08	199,502.55	0.00	477,285.45	29.48

TOTAL EXPENDITURES	676,788	46,313.08	199,502.55	0.00	477,285.45	29.48
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REVENUE OVER/(UNDER) EXPENDITURES	148,701	16,782.75	122,349.99	0.00	26,351.01	82.28
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CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2014

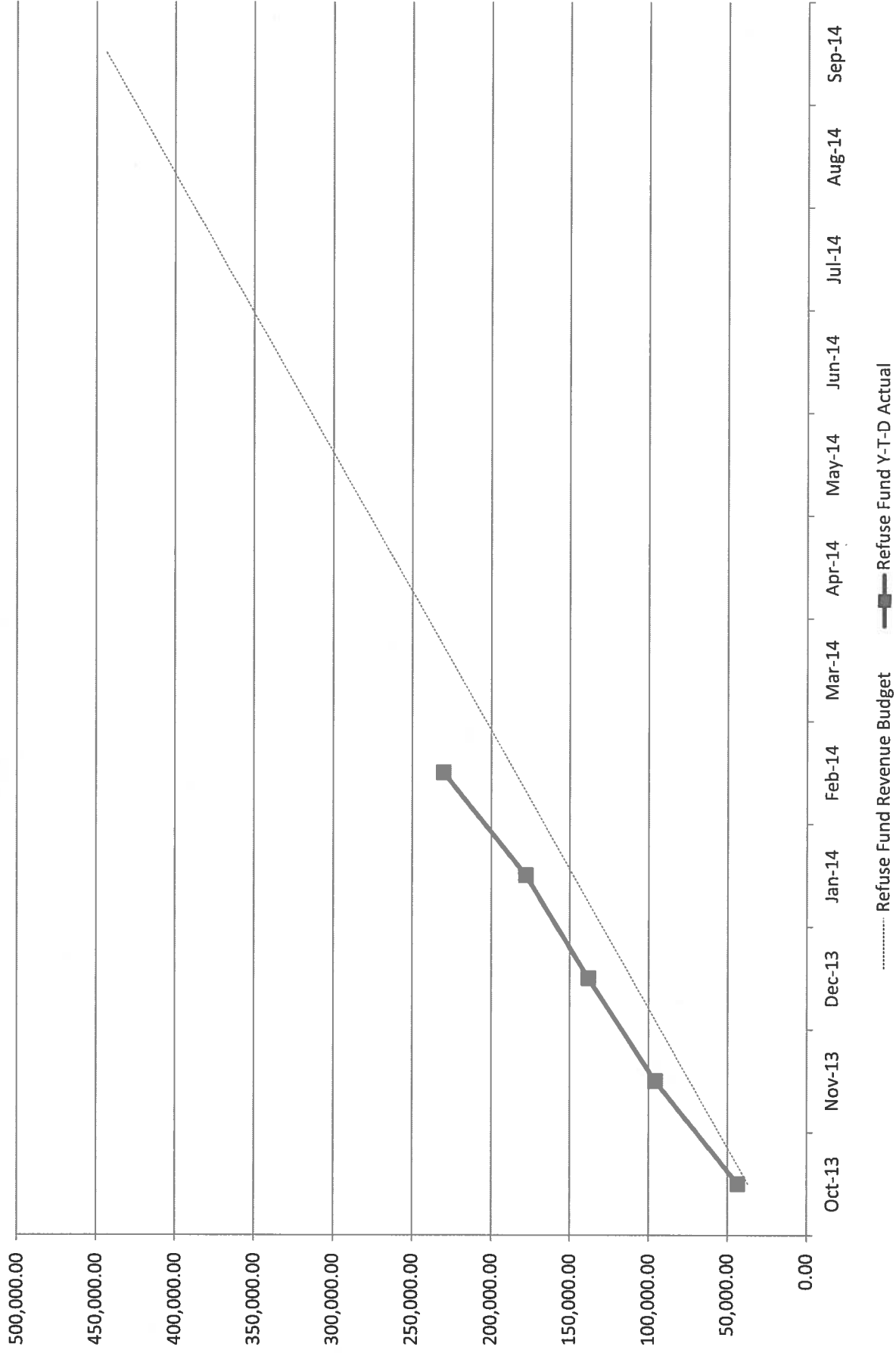
## 705-WASTEWATER

% OF YEAR COMPLETED: 41.67

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	61,716.43	310,271.49	0.00	503,217.51	38.14
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	12,000	1,379.40	7,141.05	0.00	4,858.95	59.51
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	0.00	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	63,095.83	321,852.54	0.00	503,636.46	38.99
TOTAL REVENUE	825,489	63,095.83	321,852.54	0.00	503,636.46	38.99

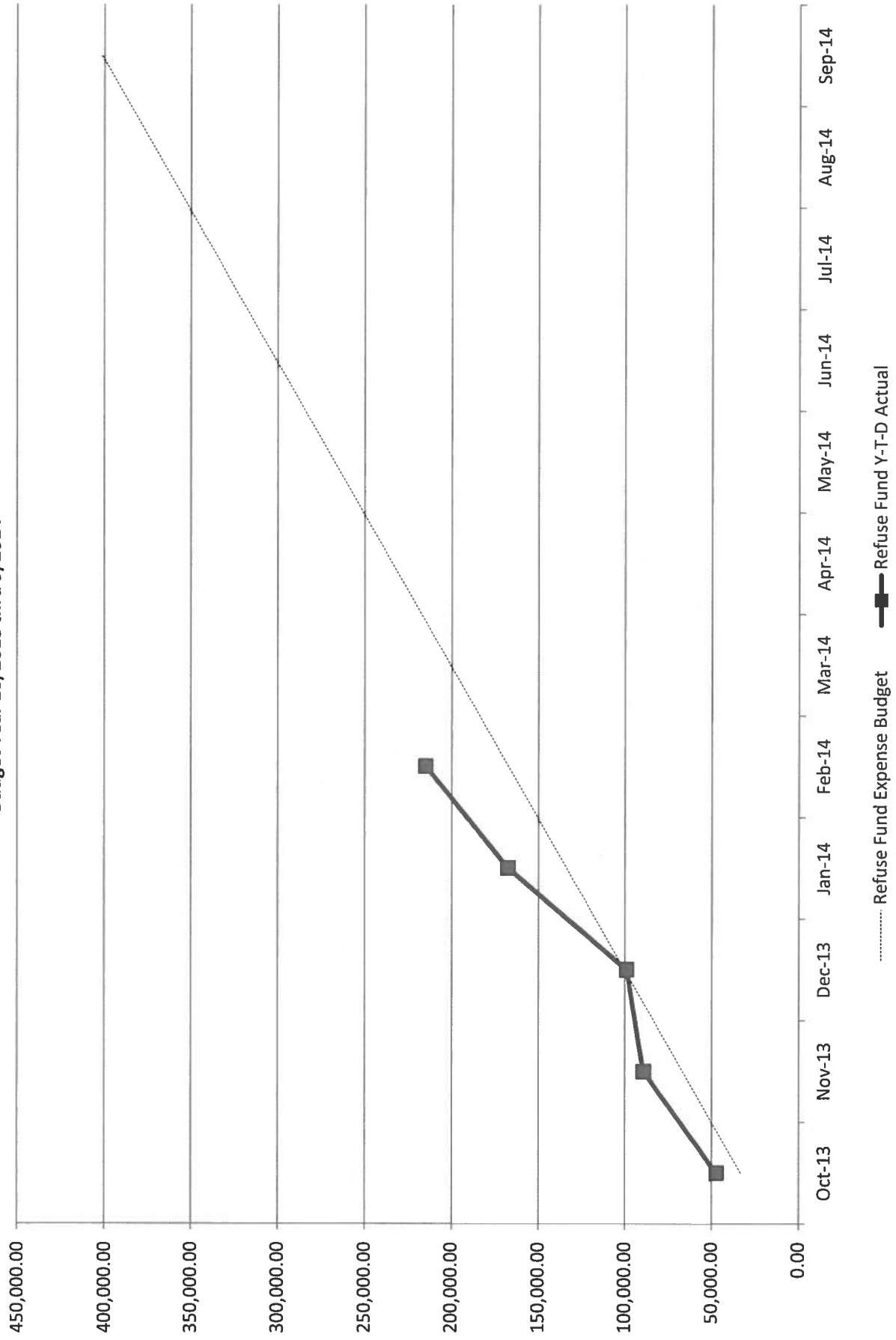
# Refuse Fund Revenue Progress

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: FEBRUARY 28TH, 2014

720-REFUSE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

REVENUE SUMMARY		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE		443,682	52,202.87	230,316.24	0.00	213,365.76	51.91
TOTAL REVENUES		443,682	52,202.87	230,316.24	0.00	213,365.76	51.91
<u>EXPENDITURE SUMMARY</u>							
32-REFUSE DEPT.							
PERSONNEL SERVICES							
CONTRACTS & PROF. SVCS		0	0.00	24.23	0.00 (	24.23)	0.00
MISCELLANEOUS		324,130	40,869.77	182,586.55	0.00	141,543.45	56.33
MAINTENANCE		75,100	6,258.33	31,291.65	0.00	43,808.35	41.67
UTILITIES		0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS		2,400	200.00	1,000.00	0.00	1,400.00	41.67
CAPITAL EXPENDITURES		0	0.00 (	17.06)	0.00	17.06	0.00
TRANSFERS		0	0.00	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.		401,630	47,328.10	214,885.37	0.00	186,744.63	53.50
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

186,744.63

53.50

REVENUE OVER/ (UNDER) EXPENDITURES

26,621.13

36.69



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2014

## 720-REFUSE FUND

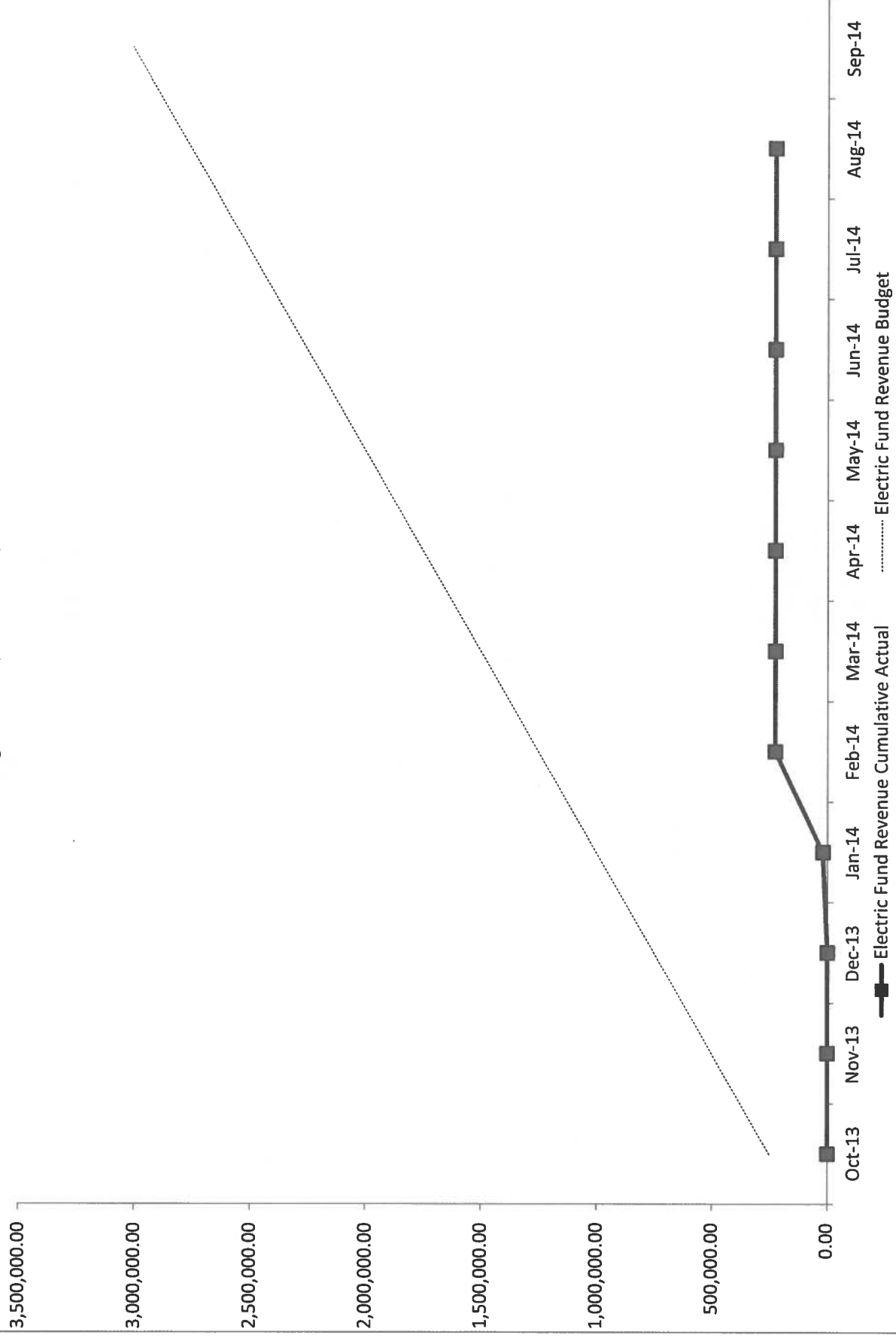
% OF YEAR COMPLETED: 41.67

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	624.74	3,643.67	0.00	2,856.33	56.06
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	20,263.49	100,451.41	0.00	139,775.59	41.82
720.00.5752.000 COMMERCIAL TRASH COLLECT	190,360	30,518.16	124,145.29	0.00	66,214.71	65.22
720.00.5755.000 RECYCLE	4,970	794.85	2,034.20	0.00	2,935.80	40.93
720.00.5762.000 INTEREST EARNED	125	1.63	11.67	0.00	113.33	9.34
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	52,202.87	230,316.24	0.00	213,365.76	51.91

TOTAL REVENUE	443,682	52,202.87	230,316.24	0.00	213,365.76	51.91
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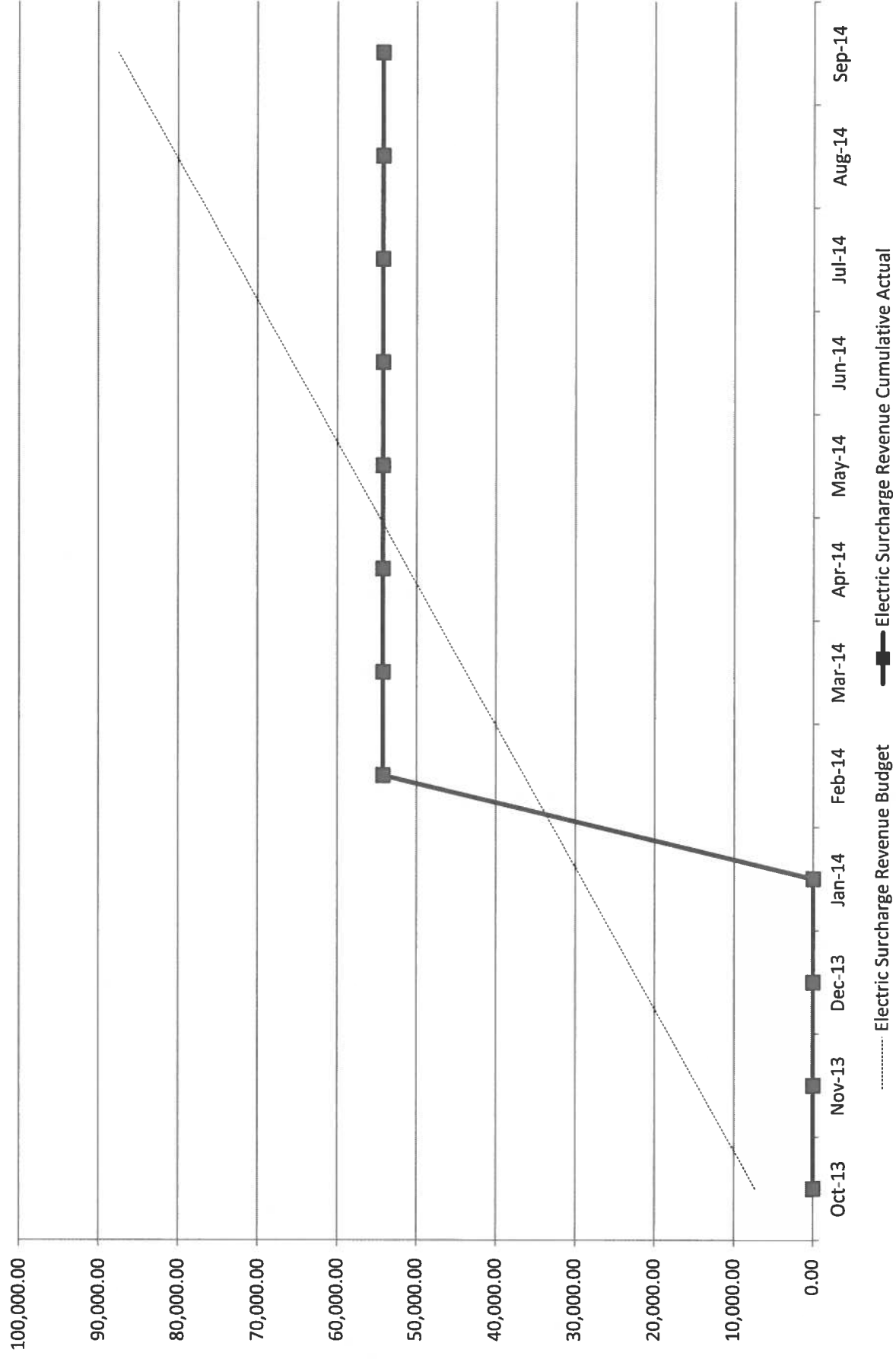
# Electric Fund Revenue Progress

Budget Year 10/2013 thru 9/2014



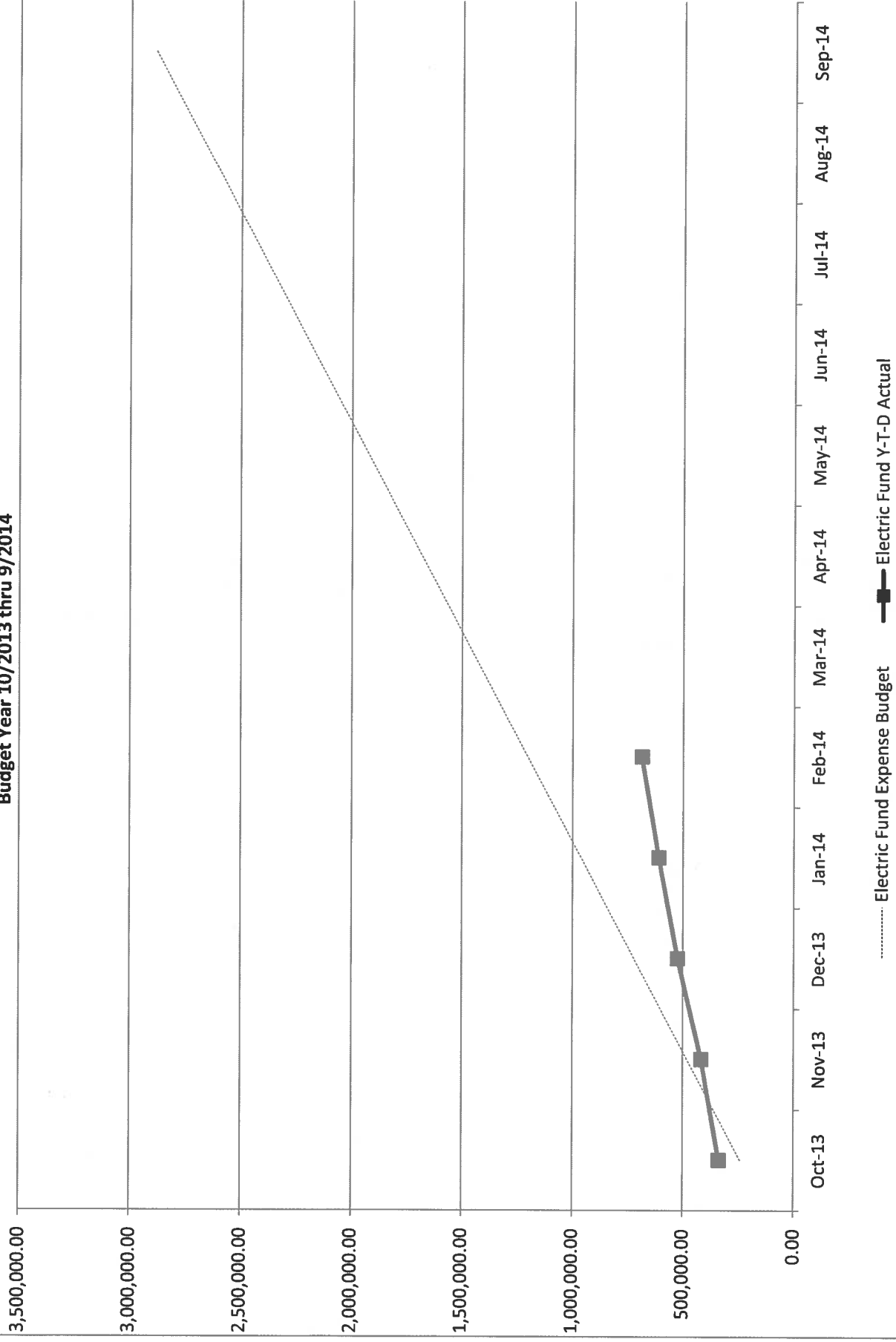
# Electric Fund Surcharge Revenue Progress

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: FEBRUARY 28TH, 2014

715-ELECTRIC FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

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

00-REVENUE	1,000,250	260,500.77	279,819.26	0.00	720,430.74	27.97
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TOTAL REVENUES

1,000,250	260,500.77	279,819.26	0.00	720,430.74	27.97
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EXPENDITURE SUMMARY

37-ELECTRIC DEPT.

PERSONNEL SERVICES	49,862	5,538.58	19,312.19	0.00	30,549.81	38.73
CONTRACTS & PROF. SVCS	80,000	11,307.67	40,952.84	0.00	39,047.16	51.19
MISCELLANEOUS	25,000	838.99	38,772.11	0.00 (	13,772.11)	155.09
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	790.49	790.49	0.00 (	790.49)	0.00
MISCELLANEOUS	0	45.18	1,637.06	0.00 (	1,637.06)	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	293,354.15	0.00	410,695.85	41.67
TOTAL 37-ELECTRIC DEPT.	1,008,912	77,191.74	419,818.84	267,111.50	321,981.66	68.09

TOTAL EXPENDITURES

1,008,912	77,191.74	419,818.84	267,111.50	321,981.66	68.09
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REVENUE OVER/ (UNDER) EXPENDITURES

( 8,662)	183,309.03 (	139,999.58) (	267,111.50)	398,449.08	4,699.97
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CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: FEBRUARY 28TH, 2014

PAGE: 2

## 715-ELECTRIC FUND

% OF YEAR COMPLETED: 41.67

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	206,199.27	206,199.27	0.00	643,800.73	24.26
715.00.5751.000 ELECTRICITY SALES	0	17.58	50.07	0.00	50.07	0.00
715.00.5762.000 INTEREST	250	21.12	85.72	0.00	164.28	34.29
715.00.5767.000 OTHER REVENUE	150,000	54,262.80	73,484.20	0.00	76,515.80	48.99
TOTAL 00-REVENUE	1,000,250	260,500.77	279,819.26	0.00	720,430.74	27.97
TOTAL REVENUE	1,000,250	260,500.77	279,819.26	0.00	720,430.74	27.97

	CURRENT	ACTUAL	REVISED
	2013-2014	2013-2014	2013-2014
00-REVENUE			
715.00.5743.000	\$ -	\$ -	\$ 1,000
715.00.5744.000	\$ -	-	\$ 6,000
715.00.5745.000	\$ 850,000	-	\$ 552,000
715.00.5751.000	\$ -	50	\$ 1,752,429
715.00.5762.000	\$ 250	65	\$ 400
715.00.5767.000	\$ 150,000	19,221	\$ 87,500
ELECTRIC NOTE FUNDS			\$ 600,000
Total Revenues	\$ 1,000,250	\$ 19,336	\$ 2,999,329





[illegible]

<b>37-ELECTRIC DEP</b>									
<b>SUPPLIES</b>									
715.37.6551.000	FUEL	\$	-	\$	744	\$	10,000		
715.37.6552.000	UNIFORM	\$	-	\$	750	\$	9,500		
715.37.6555.000	ELECTRIC SUPPLY PURCHASE					\$	850,000		
715.37.6591.000	OFFICE SUPPLIES	\$	-	\$	633	\$	2,000		
<b>TOTAL SUPPLIES</b>		<b>\$</b>	<b>-</b>	<b>\$</b>	<b>2,127</b>	<b>\$</b>	<b>871,500</b>		
<b>37-ELECTRIC DEP</b>									
<b>MISCELLANEOUS</b>									
715.37.6612.000	TRAVEL/SCHOOL/DUES	\$	-	\$	2,397	\$	9,000		
<b>TOTAL MISCELLANEOUS</b>		<b>\$</b>	<b>-</b>	<b>\$</b>	<b>2,397</b>	<b>\$</b>	<b>9,000</b>		
<b>37-ELECTRIC DEP</b>									
<b>DEBT SERVICE</b>									
715.37.6791.000	DEBT SVC ISSUANCE COST	\$	-	\$	25,000	\$	25,000		
<b>TOTAL DEBT SVC</b>		<b>\$</b>	<b>-</b>	<b>\$</b>	<b>25,000</b>	<b>\$</b>	<b>25,000</b>		
<b>CAPITAL EXPENDITURES</b>									
715.37.6821.000	REAL PROPERTY	\$	-	\$	-	\$	145,000		
715.37.6831.000	EQUIPMENT	\$	-	\$	267,112	\$	380,412		
715.37.6832.000	SURCHARGE	\$	150,000	\$	-	\$	87,500		

TOTAL CAPITAL		\$	150,000	\$	267,112	\$	612,912
37-ELECTRIC DEP							
TRANSFERS							
715.37.6991.000	TRANSFER OUT		704,050		234,683		704,050
715.37.6992.000	EQUIPMENT TRSNFER		0		0		0
715.37.6993.000	TRANSFER IN		0		0		0
TOTAL TRANSFERS			704,050		234,683		704,050
TOTAL EXPENDITURES			1,008,912		659,038		2,887,207
REVENUE OVER/(UNDER)			-8,662		-639,702		112,122



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: March 25, 2014

SUBJECT: Receive, discuss and act upon audit for 2012-2013

- Robert Lake with Rutherford, Taylor and Associates will be presenting audit information

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



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** March 25, 2014

**SUBJECT:** Consider, discuss and act upon a resolution designating a Reinvestment Zone for Commercial/Industrial uses in the City of Farmersville

- A Resolution is attached for review
- Information regarding the reinvestment zone is attached for review

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

**CITY OF FARMERSVILLE, TEXAS  
RESOLUTION # R-2014-0325-001**

**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 March 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 25<sup>th</sup> day of March, 2014.

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Joseph E. Helmberger, P.E., Mayor

ATTEST:

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Edie Sims, City Secretary

# ***Exhibit "A"***

## **City of Farmersville, Texas Tax Abatement Guidelines and Criteria COMMERCIAL/INDUSTRIAL AREAS Effective March 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 March 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.

## TIME LINE GRANTING TAX ABATEMENT

DATE	ACTION TO BE TAKEN
Initial presentation	Council to consider terms of Tax Abatement Agreement
<i>Council Meeting</i>	<i>Adopt Resolution # XX Calling for Public Hearing to consider adopting reinvestment zone for the granting of a tax abatement. <b>Only if property is not within an existing reinvestment zone.</b></i>
<i>Approx 14 days prior to Public Hearing</i>	<i>Send Notice of Public Hearing to Farmersville Times for publication at <b>least 7 days prior to hearing. Only if property is not within an existing reinvestment zone.</b></i>
<i>Approx 10 days prior to Public Hearing</i>	<i>Send letters with notice at <b>least 7 days prior to hearing</b> to all taxing entities (F.I.S.D., Collin County Commissioners, and Collin Co Community College District) that City of Farmersville is considering establishing a reinvestment one for the purpose of granting tax abatement. <b>Only if property is not within an existing reinvestment zone.</b></i>
<i>Public Hearing and, if desired, Adoption of Reinvestment Zone</i>	<i>Public Hearing regarding the adoption of Reinvestment Zone for Tax Abatement. Adoption of Resolution creating Reinvestment Zone may be done at this time. <b>Only if property is not within an existing reinvestment zone.</b></i>
Approx 10 days prior to adoption of Abatement Agreement at a <b>regularly scheduled Council meeting</b>	Send Notice of Intent to Execute Tax Abatement Agreement to all taxing entities along with Agreement at <b>least 7 days prior to adoption.</b>
Council Meeting ( <b>regularly scheduled</b> )	Adoption of Ordinance for Tax Abatement Agreement
ASAP after adoption	Executed Ordinance and Agreement is forwarded to Collin County Commissioners Court via registered mail and to Collin County CCD via registered mail. Give attention to which has the earliest regularly scheduled meeting.
Collin County Commissioner's Court meeting	Collin County considers for adoption Tax Abatement on same terms as granted by City of Farmersville
Collin College Trustee meeting	Collin College District considers for adoption Tax Abatement on same terms as granted by City of Farmersville
On completion of improvements	Tour of facilities so that Certification of Completion may be issued. Certificate is attached to Ordinance and Agreement and forwarded to Central Appraisal District of Collin County.
January 1 of year following execution of abatement	Entity applies to Central Appraisal District of Collin County for property tax abatement exemption. <b>Deadline is May 1. To be renewed, application must be filed in each of the abatement's terms.</b> Send courtesy letter reminding entity of same.
Date to be determined	File Tax Abatement Zone with TX Department of Economic Development
March 31 of following year	City to report reinvestment zone to Comptroller of Public Accts.

**CITY OF FARMERSVILLE**

**TAX ABATEMENT QUESTIONNAIRE**

1. Name, title, address, telephone and fax number of entity applying for tax abatement:

This entity is referred to as the "applicant" of the project for the remainder of this questionnaire.

2. Name, title, address, telephone and fax number of applicant's representative:

3. Form of organization of applicant (check one):

\_\_\_\_\_corporation      \_\_\_\_\_sole proprietorship      \_\_\_\_\_other  
\_\_\_\_\_partnership      \_\_\_\_\_joint venture

4. Location of property/project, street address:

(attach map, site plan, or plat)

5. Project Site:

(a) Indicate approximate acreage of land and square feet of buildings to be constructed and/or renovated;

(b) Identify existing buildings or structures;

(c) Identify present use of project site; and

(d) Identify current ownership of project site.

6. If the applicant is not the owner of the project site, does the applicant lease or intend to lease the project site or any buildings on the site?

7. Does the project include the construction of any new buildings?

If yes, indicate the number, square footage, type and estimated construction cost.

8. Describe the expansion, addition or renovation of any existing buildings including the square footage and estimated construction cost.
9. Describe the intended use or type of business to be conducted on the project site.
10. If any portion of the project site is available for lease, indicate the total square footage of available lease space, the amount of square footage under lease to any tenant or proposed tenant, and the use or type of business to be conducted by such tenants.
11. Has construction work begun on this project?  
If yes, indicate the percentage of completion:
12. Indicate average daily consumption of water, as well as the peak demand in gallons per minute, and the time of day and length of time peak demand requirements need to be met.
13. Indicate average daily discharge of wastewater, as well as the peak flow in gallons per minute and the time of day and length of time peak demand requirements need to be met. Also provide a chemical analysis of wastewater.

14. Describe any public infrastructure improvements needed to serve the project site including streets, water, sewer, or other City services.

15. Indicate the number and type of jobs to be created as well as the proposed annual payroll.

16. State the estimated value of tangible personal property to be added to the project site:

- (a) Furniture and fixtures: \$
- (b) Machinery and equipment: \$
- (c) Inventory: \$
- (d) Supplies: \$
- (e) Fixed assets: \$
- (f) Other: \$

17. Indicate the length of time and the percentage of tax abatement requested.

18. Attach an audited financial statement or other information sufficient for the City to determine the financial status or viability of the applicant.

19. Is project site properly zoned for the intended use(s)?

If no, indicate any requested zoning changes and/or variances required:

20. If the project site must be rezoned for the intended use(s), will the new zoning be compatible with the surrounding properties and be consistent with the Comprehensive Plan of the City?
21. In order for the applicant to be successful in securing tax abatement, the applicant must show the proposed improvements will result in creation of a substantial number of jobs for low to moderate income persons; emphasis should be placed on non-agricultural enterprises and on low water usage and it must be shown that tax abatement will result in a substantial economic stimulus to the City of Farmersville and the surrounding area. With these thoughts in mind, please submit a summary of why the proposed project should be granted tax abatement. (Attach additional pages as necessary.)



**Eastern Area:** Beginning at the NE corner of CR 653 and US Hwy 380 north to CR 655, SW to the Collin/Hunt County line to a point one half mile north of US 380, south to a point one-half mile south of US Hwy 380, west on a line parallel to US Hwy 380 to FM 547, north to US Hwy 380, east to point of beginning at CR 653.

**Central Area:** Beginning at the SW corner of Main Street and Farmersville Parkway south to the NW corner of Main Street and Santa Fe Street, west to the NW corner of Santa Fe Street and Johnson Street, south to the NW corner of Haislip, west to the NW corner of Hamilton Street; northwest on a line drawn from the Haislip/Hamilton Street corner to the NE corner of Hwy 78 and Raymond Street, northeast to the SE corner of Hwy 78 and Farmersville Parkway, east to the place of beginning to the SW corner of Main Street.

**Western Area:** Beginning at the northeast corner of US Hwy 380 and CR 560, north to a point one half mile north of US Hwy 380, east on a line parallel to US Hwy 380 to CR 611/612, south to the right angle in CR 611, east along CR 611 (also known as Old McKinney Road and Farmersville Parkway) to Hwy 78, southwest along Hwy 78 to the corner of CR 606/607, northwest to the right angle turn in CR 607, northeast along CR 607 to US Hwy 380, west along US Hwy 380 to place of beginning.

**Southern Area:** Beginning at CR 606/607 and Hwy 78 southeast one-half mile on a line drawn to the intersection of CR 558 and the Kansas City RR, south and SW on a line one-half mile east of and parallel to Hwy 78 to Lake Lavon, west to a point one-half mile west of Hwy 78, north and northeast on a line parallel to Hwy 78 to CR 606, east point of beginning on Hwy 78.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: March 25, 2014

SUBJECT: Resolution supporting the Transportation Investment Generating Economic Recover Grant Cycle VI (TIGER) grant funding

- A Resolution is attached for review

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

**CITY FARMERSVILLE, TEXAS  
RESOLUTION #R-2014-0325-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVER GRANT APPLICATION.**

**WHEREAS**, the City Council of the City of Farmersville (Council) finds it in the best interest of the citizens of Farmersville and Collin County, to expand transportation opportunities by providing appropriate arteries into the City of Farmersville; and,

**WHEREAS**, the City Council wishes to expand Farmersville Parkway from State Highway 78 and connecting to US Highway 380 in conformity with the City of Farmersville Thoroughfare Plan as adopted on July 13, 2004;

**WHEREAS**, Farmersville Parkway bounds a commercial project with an expected development date in 2015; and

**WHEREAS**, expansion of the infrastructure will offer pedestrian and cyclist connection to the heart of Farmersville; and,

**WHEREAS**, the expansion of the infrastructure has the potential to offer economic commerce and job opportunities; and

**WHEREAS**, the City Council recognizes the importance of improving and expanding the two-lane rural asphalt road into a four-lane divided concrete street; and,

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

That the City Council of the City of Farmersville approves the submission of an application for a Transportation Investment Generating Economic Recover Grant in the amount of \$2,479,756.90.

PASSED AND APPROVED this the 25<sup>th</sup> day of March, 2014.

---

Joseph E. Helmberger, P.E., Mayor

ATTEST:

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Edie Sims, City Secretary



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** March 25, 2014

**SUBJECT:** Consider, discuss and act upon an agreement between the City of Farmersville and the Farmersville Riding Club for the use of the City owned arena

- An agreement is attached for review

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

**RIDING ARENA AGREEMENT  
CITY OF FARMERSVILLE  
AND  
FARMERSVILLE RIDING CLUB**

The City of Farmersville (City) and the Farmersville Riding Club (Riding Club) agree to the following user regulations concerning the Farmersville Riding Arena (Arena) located in the City of Farmersville, Collin County, Texas, commonly known as the Farmersville Riding Club Arena, and consisting of six acres, more or less. The Arena is situated on the west side of South Lake Dam, thence west to rock road, thence north to country club building driveway, thence east to north end of the dam, and thence south along base of the dam to place of beginning.

1. Riding Club shall have first use rights of the Arena during the regular riding season and may sponsor or sanction any utilization of the Arena during the off season. The primary purpose of the arena is to provide horseback riding activities. The riding season depends upon the weather but normally begins around March and runs through October of each year. All users shall be subject to these regulations.
1. Riding Club agrees to maintain the Arena in good useable condition, including riding surface preparation, mowing, weeding, watering, and any other necessary functions.
2. Riding Club agrees to pick up and remove trash and litter at the end of each day of utilization. Periodic cleaning will be performed at intervals during the day if necessary to prevent a buildup of trash and litter. The City will provide adequate trash receptacles and trash removal for the purpose of keeping the complex clean. Riding Club shall be responsible to have a designated area for trash pickup. Riding Club will be billed for labor and material for any needed follow-up cleaning provided by the City.
3. In recognition of the Riding Club's need to protect and maintain its equipment and supplies, the City grants exclusive use and control of the concession building to the Riding Club.
4. The City will not provide contents Insurance on the concession building.
5. Until further notice, the City will continue its practice of providing water, electricity and information technology service to the Arena without charge to the Riding Club. The City retains the right to assess future charges for these services after giving notice at the end of the riding season prior to the riding season for which charges will begin. The discovery that field lights have been left on after Riding Club use will result in an immediate \$200 fee for each incident. Similarly, discovery that the water has been left running after Riding Club use will result in an immediate \$200 fee for each incident.

- a. *City retains the right to charge, at its discretion, user's fees and/or fees for water and electricity to any individual, group, or organization for any activity or event held at the Arena which is not sponsored or sanctioned by the Riding Club and to require the Arena be left in clean and satisfactory riding condition at the close of any such activity or event.*
  - b. *City agrees to install light bulbs and fixtures as they need replacing during normal maintenance; provided Riding Club pays for the bulbs and fixtures. Both parties will be involved in the determination of what needs to be replaced prior to the expenditure of any funds.*
6. Riding Club will be permitted to retain all proceeds after expenses from concession stand sales, fees and any other sources of revenues available to the Riding Club for the use of the Arena. All financial obligations contracted by the Riding Club in relations to its use of the Arena must be paid in return for satisfactory delivery of good and services, failure to do so without just cause will be considered reason for the City to cancel this Agreement at its discretion. In no case will the City be responsible for expenses or obligations contracted by the Riding Club for any reason, unless, by prior and specific agreement.
7. The City recognizes that crowd noise is a part of any riding event and accepts this; however, the City requests the Riding Club make a good faith effort to discourage any undue harassment of neighbors by participants or spectators at any activity for which the Riding Club is responsible.
8. The Riding Club shall provide the City Manager a list of organization members with contact information that will be granted keyed lock and combination lock access to the facilities. This access list will be posted on the City's website to facilitate access to the facility. Riding Club activities shall not be conducted without the presence of a member that is on the access list.
9. Riding Club will be responsible for the proper conduct of members, contestants, and spectators during any activity sponsored or sanctioned by the Riding Club at the Arena and, if necessary, will ask the City for assistance in maintaining order.
10. The sale or consumption of alcohol, illegal drugs, or illegal chemical substances at the Arena is a violation of City Ordinances and will not be permitted and is punishable according to applicable law.
11. **The Riding Club does hereby agree to waive all claims, release, indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by willful misconduct, error, omission, or negligent act of the Riding Club, its officers, agents, employees, invitees or other persons, arising out of or in connection with this agreement or any and all activity or use**

pursuant to this agreement or on or about the Complex and the Riding Club will, at its own cost and expense, defend and protect City from any and all such claims and demands. Also, the Riding Club agrees to and shall indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise from negligence of the City, its officers, officials, agents or employees and whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. City is responsible only for City's sole negligence.

## 12. Insurance Required

- a. Without limiting any of the other obligations or liabilities of the Riding Club, the Riding Club shall, at its own expense, procure, pay for and maintain during the term of this agreement the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and approved by the City.
  1. Commercial General Liability insurance, including but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Such insurance shall cover, but not be limited to, the liability assumed under the indemnification provisions of this agreement, fully insuring the Riding Club's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties including damage to the Complex. Coverage must be written on an occurrence form.
  2. When applicable by law, Worker's Compensation insurance with statutory limits; and Employer's Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident; b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.

The Riding Club shall furnish to the City Manager certificates of insurance on an "ACCORD" form executed by the insurer or its authorized agent stating the coverage, limits, expiration dates and compliance with all

applicable required provisions prior to any use of the Complex by the Riding Club. Certificates shall reference this agreement and be addressed as follows:

City of Farmersville  
c/o City Manager  
205 S. Main Street  
Farmersville, TX 75442.

- b. With reference to the foregoing required insurance, the Riding Club shall endorse applicable insurance policies as follows:
    - 1. In the event the Riding Club is required by law to obtain, or has otherwise obtained Worker's Compensation insurance and Employer's Liability coverage, the Riding Club and its insurer(s) shall provide a waiver of subrogation regarding such coverage in favor of the City of Farmersville and its officials, employees, and officers for losses arising from the activities under this contract.
    - 2. The City of Farmersville and its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy and all other required insurance policies, by using endorsement CG2026 or broader.
    - 3. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
  - c. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.
  - d. Payment of any and all deductibles on each insurance policy shall be the responsibility of the Riding Club.
- 13. The City retains the right to restrict the times of use and conduct of all activities in the Arena. Such right may be exercised without notice in case of substantial violation of these users' regulations but must be authorized by official City Council action after thorough investigation and verification of said violation.
  - 14. This Agreement shall commence on April 1, 2014 and shall continue for a period of not less than one (1) year, ending on March 31, 2015, unless terminated earlier in accordance with provisions found elsewhere in this Agreement. This Agreement shall automatically renew itself for successive one (1) year terms unless written notice of cancellation is received by one



party from the other at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no later than thirty (30) days before the expiration of the then current term.

15. A bona fide effort must be made to resolve any misunderstandings or disagreements leading to the cancellation. Following consideration, the Parks and Recreation Board shall make recommendation to the City Council regarding any proposed modification or cancellation of the Agreement. Cancellation or modification to the Agreement must be in writing and approved by the City Council.

**Agreed:**

**Attest:**

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

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

This use of the Spain Athletic Complex is supported by the City of Farmersville Parks and Recreation Board.

Mark Vunick      3/13/14  
Parks and Recreation Board President      Date

Devin D. Dill  
Farmersville Riding Club President      Date

THE STATE OF TEXAS,  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared JOSEPH E. HELMBERGER, P.E., Mayor of the **CITY OF FARMERSVILLE**, a Texas Municipal Corporation, known to me to be the person who's name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public Collin County, Texas  
My commission expires \_\_\_\_\_

THE STATE OF TEXAS,  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ in his capacity as President of the **FARMERSVILLE RIDING CLUB** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of the **FARMERSVILLE RIDING CLUB**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public Collin County, Texas  
My commission expires \_\_\_\_\_



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** March 25, 2014

**SUBJECT:** Consider, discuss and act upon a contract with Capps-Capco for the Sycamore Street 12" Water Line project as contractor on project

- Contract will be provided prior to Council meeting

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



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** March 25, 2014

**SUBJECT:** Consider, discuss and act upon a change order for the Sycamore Street 12" Water Line project

- Change order information will be provided prior to Council meeting

**ACTION:** Approve or disapprove change order as presented.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: March 25, 2014

SUBJECT: Consider, discuss and act upon the placement of dumpsters including actions taken and possible recommendations for improvement

- Police Chief Mike Sullivan will discuss this item and be prepared for questions

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