

**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
April 8, 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.
  - Recognizing April 2014 as National Safe Digging Month Proclamation
  - National Volunteer Week Proclamation recognizing and celebrating all the volunteers for their service and integral part of civic leadership
  - North Texas Municipal Water District has a new Executive Director, Brigadier General Thomas W. Kula who will be taking his new position on May 1, 2014
  - Chamber banquet on May 3<sup>rd</sup> located at the Emerald Ballroom behind Landon's Winery, 2508 Lee Street, Greenville

**II. CONSENT AGENDA**

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

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

### **III. INFORMATIONAL ITEMS**

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members may deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested.

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

### **IV. READING OF ORDINANCES**

- A. Second 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
- B. Second Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule regarding electric service fees
- C. First Reading – Consider, discuss and act upon an ordinance designating a reinvestment zone for commercial/industrial businesses
- D. Only Reading – Consider, discuss and act upon a budget ordinance to purchase vacuum excavation equipment

### **V. REGULAR AGENDA**

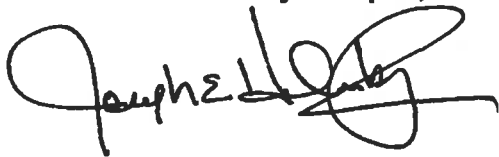
- A. Consider, discuss and act upon appointing a Director to the North Texas Municipal Water District Board for the 2014-2016 term of office
- B. Receive, discuss and act upon annual report from Community Waste Disposal (CWD)
- C. Receive, discuss and act upon audit for 2012-2013

- D. Consider, discuss and act upon a Mutual Aid Agreement between the City of Garland/Garland Power and Light and the City of Farmersville
- E. Consider, discuss and act upon a contract with Farmersville Little League Baseball
- F. Consider, discuss and act upon personnel safety for employees
- G. Consider, discuss and act upon a resolution regarding a personal tool policy
- H. Consider, discuss and act requesting the Planning and Zoning Commission create an ordinance to resolve issues related to items being placed on and/or near the public right-of-way
- I. Consider, discuss and act upon issues surrounding vapor shops
- J. Consider, discuss and act upon the current drought conditions and Stage 3 water requirements according to the Water Management Plan
- K. Consider, discuss and act upon items related to emergency preparedness
- L. Update on street General Obligation Bond projects
- M. Update on water/wastewater General Obligation Bond projects
- N. Update on Safe Routes to School project
- O. Update on Chaparral Trail projects
- P. Update on Farmersville Electric
- Q. Update on Highway 380 project

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

#### **VII. ADJOURNMENT**

**Dated this the 4<sup>th</sup> day of April, 2014.**

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

Joseph E. Helmberger, P.E., Mayor

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

*Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 972-782-6151 or Fax 972-782-6604 at least two (2) working days*

*prior to the meeting so that appropriate arrangements can be made. Handicap Parking is available in the front and rear parking lot of the building.*

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted April 8, 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





**City of Farmersville and  
ATMOS ENERGY/Common Ground Alliance  
Proclaims  
National Safe Digging Month  
April 2014**

**WHEREAS**, each year, the nation's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 811 to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment and personal injury and even death are the potential are the potential results; and

**WHEREAS**, Atmos Energy, along with the 1500 Common Ground Alliance members, promote the National Call-Before-You-Dig number, 811, in an effort to reduce these damages. Designated by the FCC in 2005, 811 provides potential excavators and homeowners a simple number to reach their local One Call Center to request utility line locations at the intended dig site; and

**WHEREAS**, through education of safe digging practices, excavators and homeowners can save time and money keeping our nation safe and connected by making a simple call to 811 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

**WHEREAS**, all parties agree that safe digging is a shared responsibility. To know what's below, call 811 before you dig. **NOW THEREFORE**, I, Joseph E. Helmberger, P.E., Mayor of the City of Farmersville, do hereby recognize the month of April as National Safe Digging Month in the City of Farmersville.

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

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: CONSENT AGENDA - City Council Minutes

Electronic minutes are found at the following link:

[http://www.farmersvilletx.com/government/agendas\\_and\\_minutes/city\\_council\\_meetings.jsp](http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.jsp)

FARMERSVILLE CITY COUNCIL  
MEETING MINUTES  
March 11, 2014

The Farmersville City Council met in regular session on March 11, 2014 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, Michael Carr, Michael Hesse and Jim Foy. Absent was Russell Chandler. Staff members present were City Manager Ben White, City Attorney Alan Lathrom, Police Chief Mike Sullivan, Fire Chief Kim Morris, Court Clerk Christi Dowdy, Warrant Officer Rick Ranspot, Librarian Trisha Dowell and City Secretary Edie Sims.

**Item I) CALL MEETING TO ORDER, ROLL CALL**

Mayor Helmberger called the meeting to order. Edie Sims called the roll and announced a quorum was present. Mayor Helmberger welcomed all guests and visitors. Benny Mondy of the Galloway Memorial Church of God in Christ offered the invocation with Mayor Helmberger leading the audience in the Pledge of Allegiance to the American Flag and the Texas Flag.

Benny Mondy stated the Church is still waiting patiently to have their street asphalted and asked if the pot holes would be repaired as the rock road needs grading.

Stefanie Hurst requested the Council grant a waiver to allow Advanced Fixtures, Inc. to pursue their contract for refuse services separate from the City of Farmersville's exclusive contract.

Mayor Helmberger read a proclamation proclaiming the month of March 2014 as "March for Meals on Wheels." Mayor Helmberger read a proclamation proclaiming March 16 – 22, 2014 as Poison Prevention Week.

**Item II) CONSENT AGENDA**

Mayor Helmberger asked the Council if any items were needed to be pulled for discussion. With no items being pulled by Council, Mayor Helmberger requested to pull Items B, F, H, I and K. Items remaining A, C, D, E, G and J were motioned to be approved by John Klostermann and seconded by Michael Carr. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

Item B – City Financial Report. Mayor Helmberger questioned the negative balance which has not been recovered from the reimbursement of grants. City Manager Ben White indicated we received \$154,000 from Collin County Open Space today. We are diligently working with Texas Parks and Wildlife for another \$150,000 from Phase 1 of the Chaparral Trail grant.

Mayor Helmberger noted that sales tax revenues are way up. Mayor Helmberger questioned the expense line item for the chipping of brush if it is listed under refuse. The chipping is listed under streets and is still under \$10,000.

Overall the financials did not make any significant changes and the report presented is through January 2013. Jim Foy motioned to approve Item B – City Financial Reports with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

Item F – Fire Department Report. Mayor Helmberger questioned the information presented in the Fire Department Report regarding acreage to be donated by the City of Princeton for a new burn training field to replace the one now under demolition at Collin College in McKinney. Fire Chief Kim Morris stated he is hopeful Collin College will build a training

facility; but in the meantime if Princeton builds one on the stated 25 acres, the site will be ideal for training purposes for those on the eastern side of Collin County. Frisco is trying to compete to have a training center built in their area. Jim Foy offered compliments for the training schedule and offering formal training as excellent. Jim Foy motioned to approve Item F – Fire Department Report with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

Item H – Warrant Officer Report. Mayor Helmberger questioned the Warrants Cleared on the Warrant Officer Report are not being duplicated on the Municipal Court's report. Court Clerk Christi Dowdy informed the Council the warrant information has been removed from the Court's reporting and will solely report on the Warrant Officer report. The report shows 112 people are on a payment plan for warrants; Mayor Helmberger questioned the money involved with payment plans. Ms. Dowdy stated warrants are difficult due to so many variables. For instance, a payment plan recipient may not make their scheduled planned payments and thereby the warrants are placed off hold and back on active status. City Manager Ben White displayed a chart showing the warrant collections are accelerating to the expected budget line. The chart indicates the monies the City keeps. Michael Carr motioned to approve Item H – Warrant Officer Report with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

Item I – Public Works Report. According to the Parks Board Meeting Minutes, Collin County Fire Marshal ordered the seating stands be taken out of service. Mayor Helmberger requested items such as these be included in the Public Works Report. City Manager Ben White indicated he will have a Safety Review Section in the Public Works Report from the Fire Marshal which will include all items from the Fire Marshal relating to Farmersville, not just fire related items. John Klostermann motioned to approve Item I – Public Works Report with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

Item K – City Manager's Report. City Manager Ben White indicated he will include the Collin County Fire Marshal's recommendations on future reports. Mr. White also indicated the City will not be financing the Warrant Officer vehicle as reported under Budget/Finance section of the City Manager's Report. Mr. White asked the Council to disregard the letter from the City Attorney regarding the purchase of the Warrant Officer vehicle. Michael Hesse motioned to approve Item K – City Manager's Report with Michael Carr seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

### **Item III) INFORMATIONAL ITEMS**

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

### **ITEM IV – A) PUBLIC HEARING – CONDUCT A PUBLIC HEARING ON DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR COMMERCIAL/INDUSTRIAL USES IN THE CITY OF FARMERSVILLE**

Mayor Helmberger offered clarification regarding the Reinvestment Zone. The Farmersville TIRZ district overlaps the Reinvestment Zone. Tax abatements would draw some from the TIRZ along with the Reinvestment Zone which was instituted in 1996. Metes and



bounds of the Reinvestment Zone were read. Mayor Helmberger stated the Reinvestment Zones allows for tax abatements for certain types of investments.

At 6:29:45pm, Mayor Helmberger opened the Public Hearing and asked for anyone FOR the Reinvestment Zone designation to come forth. With no one coming forward, Mayor Helmberger asked for those OPPOSING the Reinvestment Zone designation to come forth. With no one coming forward, Mayor Helmberger closed the Public Hearing at 6:30:16pm.

**ITEM V – A) ONLY READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE 2013-2014 FISCAL YEAR BUDGET FROM THE ENTERPRISE FUND REGARDING CAPITAL EQUIPMENT AND BUILDING IMPROVEMENTS**

City Manager Ben White presented the budget amendment to the Council stating funding is required to purchase the vehicles for the Electric Department and complete the building improvements at the Public Maintenance Barn. The request is funded through the Anticipation Bond. Jim Foy motioned to approve the budget amendment as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM V – B) ONLY READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE 2013-2014 FISCAL YEAR BUDGET FROM THE GENERAL FUND REGARDING CAPITAL EQUIPMENT**

City Manager Ben White informed the Council the letter from City Attorney Alan Lathrom is no longer valid since the City will not be financing the Warrant Officer vehicle. Per Mr. White, there were complexities of attaining a loan, and the loan process did not have the desired outcome. The vehicle will be purchased outright via the budget amendment presented. The other vehicle presented in the budget amendment is for Public Works. The City Manager vehicle was passed to the Electric Foreman. This purchase will replace the City Manager's vehicle. All purchases will be made from the General Fund Reserves for this agenda item. Mr. White also informed the Council the City's bond rating has improved from an A to A+. Michael Hesse motioned to approve the budget amendment as presented with Michael Carr seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM V – C) ONLY READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE CANCELLING THE MAY 10, 2014 GENERAL ELECTION FOR THE CITY OF FARMERSVILLE**

With no discussion, Jim Foy motioned to approve the ordinance presented cancelling the May 10, 2014 General Election with Michael Carr seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM V – D) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE MASTER FEE SCHEDULE REGARDING COMMERCIAL REFUSE CUSTOMERS**

City Manager Ben White indicated the City will be removed from billing/scheduling of commercial refuse customers and allow the customers to work directly with the provider. The rates are set by the City Council and will be a "not to exceed" amount allowing the providers to offer lower rates to customers. Franchise fees will not be included in the fees presented. All commercial refuse customers will also be billed directly from the provider. John Klostermann motioned to approve the first reading of the ordinance as presented with Jim Foy seconding the

motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM VI – A) SHARYLAND UTILITIES ANNUAL REVIEW**

Greg Boggs, Vice President of Sharyland Utilities, came before the Council with Sharyland Utilities' annual report. During 2013, Sharyland had no new service requests within the City of Farmersville's system. Annual tree trimming outside the right-of-way was completed December 2013. During the ice storm in December, trees covered with ice bent over lines and caused lines to break away from connections leaving the City without power.

A power outage report was presented showing 37 outages. The three major causes on average over the last five years have been lightning, animals and trees coming into contact with the power lines.

Mr. Boggs reviewed the distribution system regarding additions and retirements. During 2013, 1,287 feet of line was installed overhead and 1,094 feet was retired from operation. Underground footage installed was 462 with no underground being retired for service and one transformer was changed out.

Jim Foy asked if a statewide drop had occurred for kWh. Mr. Boggs stated no, that due to the very cold winter, electric heat had increased kWh usage but not the cost.

Also Mr. Boggs was asked how we currently meet with the contract finances. With one full year of the contract being met, Mr. Boggs relayed we are still within the bandwidth and do not expect to exceed the contracted amount. Mayor Helmberger questioned when the accounting with Sharyland will balance out. Since April 15th is the final reading date and all data will be submitted to the City, Mr. Boggs expects the last check from Sharyland to be sometime around June 15<sup>th</sup>. Garland will read their meter simultaneously. This will allow a true up to be completed after 15 days. No action was taken by Council on this matter.

**ITEM VI – B) APPROVE AN AGREEMENT BETWEEN THE SURETY AND CITY REGARDING THE 12" WATER LINE PROJECT**

City Engineer Eddy Daniel came before the Council. The previous contractor declared he would not perform the Sycamore water line project under the contract. With the project not beginning, the Surety was used to rebid the project and the bonding company agreed to pay the differences of the earlier contract versus the new pricing from the new contract, approximately \$80,000. Also the bonding company will cover additional costs above and beyond the original contract and true-up at the end of the project.

The new contractor is bonding separately and individually from the bond company. If there are defects in the material already purchased, the bonding company will make good on the products. Under the circumstances, we are in good shape with the bonding company since the contractor had not started the project. Jim Foy motioned to approve the agreement as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM VI – C) CONSIDER, DISCUSS AND ACT UPON RESCINDING THE CONTRACT WITH BILLY CUMMINGS CONSTRUCTION, INC. REGARDING THE 12" WATER LINE PROJECT**

City Attorney Alan Lathrom encouraged the Council to rescind the contract with Billy Cummings Construction, Inc. so that two contracts will not be on the books for the same project. With no further discussion, Michael Hesse motioned to rescind the contract with Billy Cummings Construction, Inc. and Michael Carr seconding the motion. A poll of the Council was taken as

follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM VI – D) CONSIDER, DISCUSS AND ACT UPON A NOTICE OF AWARD TO CAPPS-CAPCO FOR THE 12" WATER LINE PROJECT AS CONTRACTOR ON PROJECT**

City Engineer Eddy Daniel reported the rebidding of the project with additional bidders was completed on February 11, 2014. Capps Capco Construction of Tyler, Texas was the lowest bidder with a total base bid of \$536,910. The award winner understands the situation from the previous contractor. They have inspected the materials purchased during the first bid pricing which saves the bonding company \$20,000. Mr. Daniel recommends the Council approve the contract at the base bid then have a change order removing the cost of pre-paid product from the contractor's price.

Mayor Helmberger questioned the alternate bid items, particularly sod and why it was not part of the base bid. Mr. Daniel stated he did not know how much, but sod was factored into the overall cost. In the pre-bid conference, the contractor was made known that sod would be required. Mr. Daniel also stated the alternate bid items can be worked easier by picking and choosing. The contractor is aware of the vegetation requirements. One cost that will be added will be the encasements under Sycamore as a bore will need to be performed. This will also be part of the unit pricing. John Klostermann motioned to approve the Notice of Award to Capps-Capco for the Sycamore Water Line Project with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM VI – E) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION DESIGNATING A REINVESTMENT ZONE FOR COMMERCIAL/INDUSTRIAL**

Mayor Helmberger stated the Reinvestment Zone will be a bit of conflict with the TIRZ District. The tax abatement will take the first fruits and the remainder of funds will go to the TIRZ. Jim Foy expressed concern if an investor discontinued meeting the criteria for tax abatement that the tax abatement would not stop. We need to include a provision in the contract that if the criteria meeting the tax abatement requirements changes, the tax abatement could be rescinded and the term of the agreement would cease as the company failed to meet the required criteria.

Mayor Helmberger read the reinvestment zone metes and bounds; however a map of the zones was not included in the Council packet. Mayor Helmberger also questioned the process steps including the questionnaire to be included with the resolution.

Jim Foy motioned to table this item until April 8, 2014 to have included the provision and include all process steps with the documentation. John Klostermann seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM VI – F) CONSIDER, DISCUSS AND ACT UPON AN AMENDMENT TO THE REFUSE CONTRACT REGARDING ROLL-OFF REFUSE CUSTOMERS**

The contract amendment presented, if approved, will be implemented with no fees to/from the City according to City Manager Ben White. Customers will work directly with Progressive and negotiate their own rates. The City will be out of the roll-off and compactor business other than setting the maximum rates. Michael Carr motioned to approve the amendment as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.



**ITEM VI – G) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT WITH WI-FIVE BROADCAST FOR WATER TOWER LEASE SPACE**

Joe Birmingham, owner of Wi-Five Broadcast, came before the Council expressing his interest in partnering with the City to lease space on the water towers as a new tenant. Wi-Five Broadcast has approximately 5,000 customers and he competes with AT&T. Mr. Birmingham stated he is ready to sign the contract provided the City offers more information regarding competitor's frequencies used and the area available.

Mayor Helmberger requested the Council to discuss items G and H simultaneously as both pertain to the same contractual substructure. Exhibits A & B are an issue for both contracts. Exhibit A details the tower site name and includes Rhino Communications' name for the same towers. Another correction refers to Exhibit B as the payment schedule is not clear.

Security procedures are in place and have been recently implemented per City Manager Ben White. Each individual that needs access to enter the water tower(s) premises must come to City Hall to attain a key and sign in a log book, then upon completion of his task, return the key and sign out of the log book. This will allow the City to know who has been allowed admittance into the secured areas.

Council took no action on the agreement between the City and Wi-Five as more information is needed.

**ITEM VI – H) CONSIDER, DISCUSS AND ACT UPON A LEASE AGREEMENT WITH AIRCANOPY INTERNET SERVICES/RHINO COMMUNICATIONS REGARDING CITY OF FARMERSVILLE WATER TOWER LEASE SPACE**

Along with the discussion of Item VI – G, John Klostermann motioned to approve the agreement between the City and AirCanopy Internet Service/Rhino Communications upon corrections noted in the above discussion. Michael Carr seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM VI – I) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION SUPPORTING A GRANT APPLICATION FROM THE CRIMINAL JUSTICE DIVISION FOR IN-CAR CAMERAS**

Police Chief Mike Sullivan informed the Council the presented resolution is to further a grant application to replace old equipment. The proposed in-car cameras will be connected directly to the Police Department's server and will allow wireless downloading. The cameras will also have the capability for constant recording. Jim Foy motioned to approve the Resolution as presented with Michael Hesse seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM VI – J) CONSIDER, DISCUSS AND ACT UPON CHANGES TO THE PERSONNEL MANUAL REGARDING ON-CALL PERSONNEL**

City Manager Ben White requested the presented changes to the Personnel Manual be documented. Presently the City pays on-call personnel from the time they leave their home to the time the call is completed. With our newly hired Electric employees, a question was raised regarding on-call payment. Frisco and Anna have both implemented the on-call policy as presented to Council.

Michael Hesse questioned if all personnel use City-owned vehicles or just on-call personnel. City Manager Ben White informed the Council there are three City-owned vehicles that are allowed to be out, Mr. White's, the on-call Public Works and the on-call for Electric. If others are called in, the employees must come in their personal vehicles and get the City

vehicle from the Maintenance Barn for use. The on-call vehicle is rotated to be provided to the on-call personnel for the Electric the same as applies to the Water/Sewer on-call personnel. John Klostermann motioned to approve the changes to the Personnel Manual as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Carr yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM VI – K) UPDATE ON CLEANUP FROM DECEMBER’S ICE STORM**

City Manager Ben White informed the Council of the brush pickup progress and presenting a map designating zoned areas of the City. Zones 1 and 2 display brush completely picked up. Main Street was the first area that brush was chipped after the onset of the ice storm. The chipper crew has been offered to work Mondays thru Saturdays from 8am to sundown. Mr. White anticipates Zone 3 to be completed this coming weekend. Understanding the need to have the brush removed, Jim Foy questioned if we need to add an additional crew. If so, a second chipper will need to be leased. If the City continues at the current time rate, it will be another 2 months before all brush is removed.

Mayor Helmberger informed the audience that the public does not understand at this point and Jim Foy agreed we need to pursue a timelier solution as it has already been 3 months since the ice storm. Mr. White will contact Progressive and have a quote to pick up the remaining brush. The original estimate at the time shortly after the ice storm was \$20,000. The City optioned to hire a crew and chip the brush to help save money. Unfortunately, the City’s chipper has experienced several issues and made the process extend longer than expected.

Mayor Helmberger stated to attain another quote from Progressive and directed the City Manager not to exceed \$10,000 and have all the brush removed expeditiously. Council concurred with this request.

**ITEM VI – L) UPDATE ON STREET GENERAL OBLIGATION BOND PROJECTS**

City Manager Ben White informed the Council the contractor is working on Westgate with curb and guttering. There has been a slowdown of construction due to the cold winter weather. Mr. Foy expressed concern of the drainage issues along Westgate. Mr. White stated French-drains have been installed on the first 200’ east of Highway 78 to help facilitate the drainage issues. If other drainage issues arise, Mr. White has instructed the contractor if curbs are pooling and not allowing drainage that other drainage measures need to be installed. Mr. White informed the Council the time has been extended 1 month out to allow warmer weather for the construction to continue.

**ITEM VI – M) UPDATE ON WATER/WASTEWATER GENERAL OBLIGATION BOND PROJECTS**

City Manager Ben White stated it has become difficult to get the North Elevated/North Sycamore Street project underway. With the contractor change-out, we anticipate having the contract ready at the next meeting and that we come under budget for this project. The original projected cost was \$464,607. Eddy Daniel, as City Engineer, has been reminded that we must move post-haste to have these projects bid out and ready for construction.

**ITEM VI – N) UPDATE ON SAFE ROUTES TO SCHOOL PROJECT**

City Manager Ben White stated portions of the Sycamore Street water line project are needing to be completed prior to the sidewalks being fully poured for the Safe Routes to School project along the Sycamore Street and Main Street area crossings. Presently the contractor is

on Pendleton Street and making good progress. Mr. White stated he repeats the need to place priority on the resident's yards to the contractor.

**ITEM VI – O) UPDATE ON CHAPARRAL TRAIL PROJECTS**

City Manager Ben White declared Phase 2 of the Chaparral Trail project is complete. The City has received funding today from Collin County Open Space Grant for this phase. The City is awaiting funds from Texas Parks and Wildlife for Phase 1 and we are pursuing those funds fervently. The drawing package for Phase 3 has come forward and Mr. White has asked Eddy Daniel's office to step up the pace to have this project ready for bid.

**ITEM VI – P) UPDATE ON HIGHWAY 380 PROJECT**

City Manager Ben White presented a project status sheet with dates directly from TxDOT's schedule regarding the Main Street Bridge and other items surrounding the Highway 380 project. A special meeting with TxDOT is scheduled for March 12<sup>th</sup>. The South Main Bridge is anticipated to be open in April. April of 2015 is scheduled to finish the eastbound lane of Highway 380. The Main Street Bridge has been out of service since February 5, 2013. Approaches are being poured now.

Kansas City Southern has still not approved design change to the trusses. More information will be provided at the meeting.

**ITEM VII) REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS**

Mayor Helmberger requested an update on the dumpster removals. Stefanie Hurst requested the Council to discuss Advanced Fixtures, Inc. to be exempt from the contract with Progressive for refuse. No one else requested items for future agendas.

**ITEM VIII) ADJOURNMENT**

Council adjourned at 8:22pm.

APPROVED

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Joseph E. Helmberger, P.E., Mayor

ATTEST

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Edie Sims, City Secretary



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: CONSENT AGENDA - Police Department Report



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

## Farmersville Police Department Monthly Report March-14

Total Calls For Service:

**467**

### Tier 1 Crimes

Robbery:

**0**

Assault:

**4**

Theft:

**6**

Burglary:

**7**

Motor Vehicle Theft:

**0**

### Tier 2 Crimes

Forgery:

**0**

Fraud:

**0**

Criminal Mischief:

**0**

Weapons:

**0**

DWI:

**0**

Public Intoxication:

**2**

Disorderly Conduct:

**2**

Drugs:

**3**

### Miscellaneous

Traffic Stops:

**224**

Citations:

**69 (86 violations)**

Alarms:

**2**

Major Accidents:

**1**

Minor Accidents:

**7**

Agency Assist:

**28**

### Cases filed with the District Attorney's Office:

Felony:

**4**

Misdemeanor:

**7**

Exceptionally Cleared:

**0**



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: CONSENT AGENDA – Code Enforcement/Animal Control Report

Farmersville Police Department  
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
03/06/2014	416 Haughton	Fence Down	X		X		X			Extended 3/26/2014
03/06/2014	124 N. Hamilton	Broken Tree Limbs	X		X		X		03/25/2014	Letter Sent 3/13/2014
03/06/2014	PR 100 #23	Appliance	X	X			X		03/06/2014	Recheck
03/06/2014	305 Bois D'Arc	Tree	X		X		X		03/06/2014	Recheck
03/06/2014	309 Murchison	Mattress	X	X	X		X		03/14/2014	Extended 3/6/2014
03/06/2014	115 Buckskin	Fence	X		X		X			Extended 3/26/2014
03/06/2014	308 College	Furniture Etc	X		X		X			Extended 3/18/2014
03/06/2014	312 Orange	Debris	X		X		X		03/06/2014	Recheck
03/06/2014	413 Summit	Appliance	X		X		X		03/06/2014	Recheck
03/06/2014	413 S. Rike	Appliance	X		X		X			Send Final Notice
03/06/2014	409 Neathery	Debris	X	X	X		X		03/06/2014	Recheck
03/07/2014	302 Austin	Furniture, Debris	X	X	X		X		03/07/2014	Recheck
03/07/2014	305 Austin	Appliances	X	X	X		X		03/26/2014	Letter Sent 3/13/2013
03/07/2014	309 Prospect	Furniture, Debris	X		X		X		03/07/2014	Recheck
03/07/2014	413 S. Rike	Brush Debris	X		X		X		03/18/2014	Extended 3/7/2014
03/07/2014	PR 100 #8	Debris	X	X			X		03/07/2014	Recheck
03/07/2014	PR 100 #15	Appliance	X	X			X		4/1/2014	Extend 3/18/2014
03/07/2014	108 Pendleton	Carpet	X		X		X		03/18/2014	Extended 3/7/2014
03/07/2014	410 N. Main	Tires	X	X			X		03/07/2014	Recheck
03/07/2014	418 N. Washington	Debris	X	X	X		X			Extended Until the End of April
03/10/2014	405 Neathery	Garage	X	X	X		X			3 Month Extension 3/10/2014
03/10/2014	1027 Old Josephine	Debris	X	X	X		X			6 Month Extension 3/11/2014
03/10/2014	308 Maple	Check for Permit	X				X		03/10/2014	Have Permit to Build House
03/10/2014	202 Murchison	Debris	X		X		X			Final Notice Sent 3/24/2014
03/10/2014	309 Murchison	Mattress	X	X	X		X		03/10/2014	Recheck
03/10/2014	311 Woodard	Furniture	X		X		X			Extended 3/26/2014
03/10/2014	502 Ryan Cir	Debris	X		X		X		03/10/2014	Recheck
03/10/2014	510 Jouette	Debris	X		X		X		03/10/2014	Recheck
03/10/2014	Soto-Audie Murphy	Brush	X		X		X		03/10/2014	Recheck
03/10/2014	801 S. Main	Mattress, Debris	X		X		X		03/10/2014	Recheck

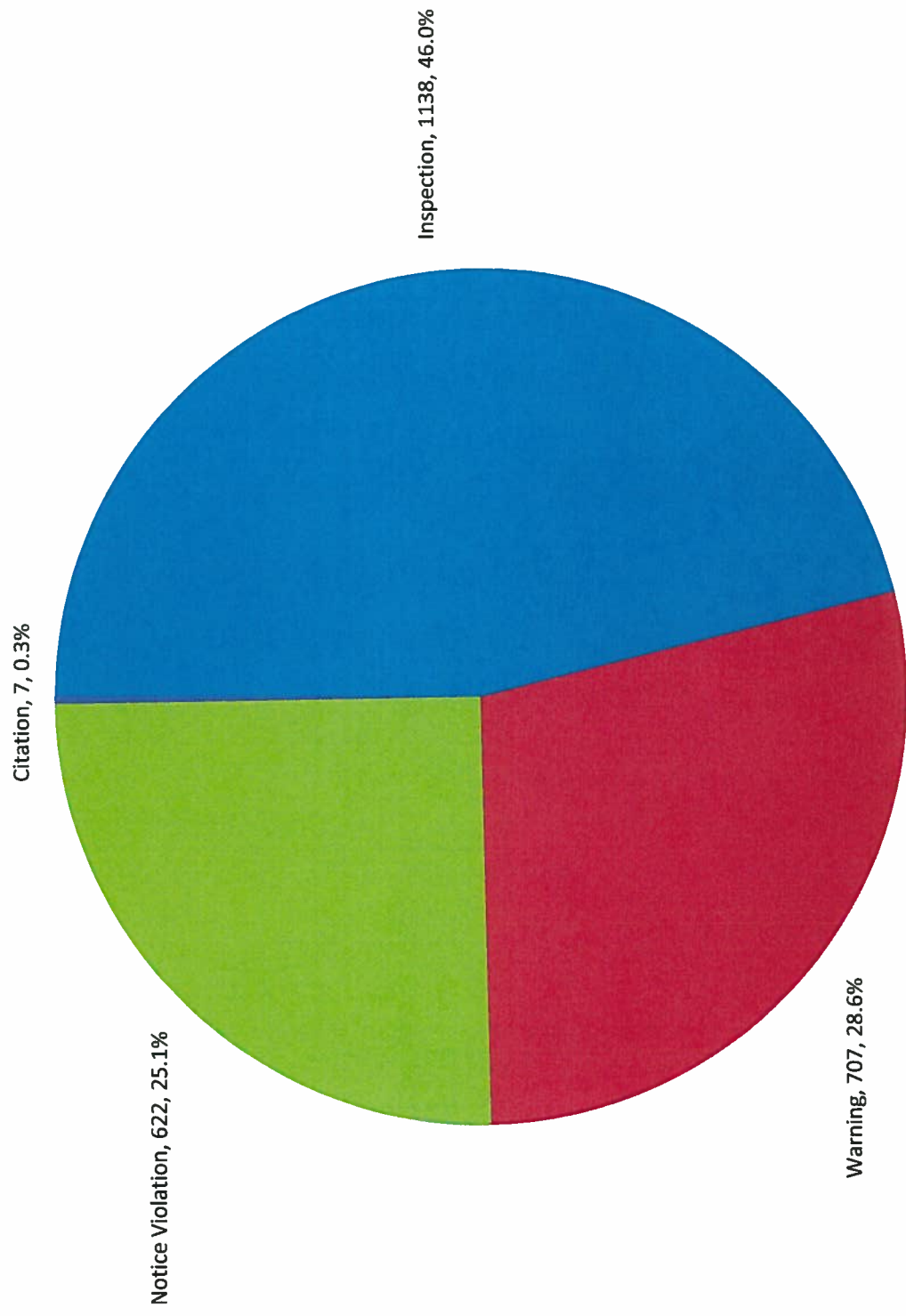




03/20/2014	426 N. Washington	Brush	X		X	X	Letter Sent 3/24/2014
03/20/2014	607 N. Washington	Debris, Brush	X	X	X	X	Spoke w/Owner
03/20/2014	412 McKinney	Tires	X		X	X	Letter Sent 3/24/2014
03/20/2014	308 Austin	Appliances	X	X		X	Recheck
03/20/2014	106a Beech	Cars Front Yard	X	X		X	Spoke w/Owner
03/20/2014	Old Golf Course	Trees Down	X		X	X	Letter Sent 3/24/2014
03/25/2014	309 S. Washington	Ple of Debris	X	X	X	X	Letter Sent 3/31/2014
03/25/2014	207 Neathery	Shed	X		X	X	Letter Sent 3/31/2014
		Mattresses,					
03/25/2014	404 Haislip	Furniture	X		X	X	Letter Sent 3/31/2014
03/25/2014	310 Haislip	Tires in Back Yard	X		X	X	Letter Sent 3/31/2014
03/25/2014	401 S. Washington	Building No Permit	X	X		X	Spoke w/Owner
03/25/2014	315 S. Washington	Tires Behind Shed	X	X	X	X	Letter Sent 3/31/2014
03/25/2014	602 S. Main	Trees, Debris	X		X	X	Letter Sent 3/31/2014
03/25/2014	606 S. Main	Building, Debris	X		X	X	Letter Sent 3/31/2014
03/25/2014	610 S. Main	Debris	X	X		X	Spoke w/Owner
03/25/2014	208 Abbey	Brush Back Yard	X		X	X	Letter Sent 3/31/2014
03/25/2014	Iglesia Baptist Churc	Debris	X	X		X	Spoke w/Church
03/26/2014	302 Austin	Post Notice PMB	X			X	04/02/2013
03/26/2014	411 Houston	Tires in Front Yard	X	X		X	03/26/2014
		Debris, Windows					03/31/2014
03/26/2014	316 Windom	B/Y	X		X	X	Letter Sent 3/31/2014
03/26/2014	Shell Station	Trash	X	X		X	Spoke w/Owner
03/26/2014	Sisco-Herron	Trash, Tires	X	X		X	Spoke w/Owners Son
03/26/2014	415 S. Main	Fence	X		X	X	Letter Sent 3/31/2014
03/26/2014	304 Gotcher	Debris in Drive Way	X		X	X	Letter Sent 3/31/2014
03/26/2014	315 Johnson	Brush	X	X	X	X	03/26/2014
03/28/2014	701B SH 78	Illegal Sign	X	X		X	04/01/2014
03/30/2014	315 S. Johnson	Illegal Burning	X	X	X	X	03/30/2014
03/31/2014	Amy'S Car Wash	Grass	X		X	X	Letter Sent 4/2/2014
03/31/2014	314 S. Washington	Tree Limbs Down	X		X	X	Letter Sent 4/1/2/2014
03/31/2014	610 N. Washington	Pool Complaint	X	X		X	03/31/2014
		Trailer Piled					Pool Water Clear
03/31/2014	512 Waterford	w/Debris	X	X		X	Spoke w/Owner

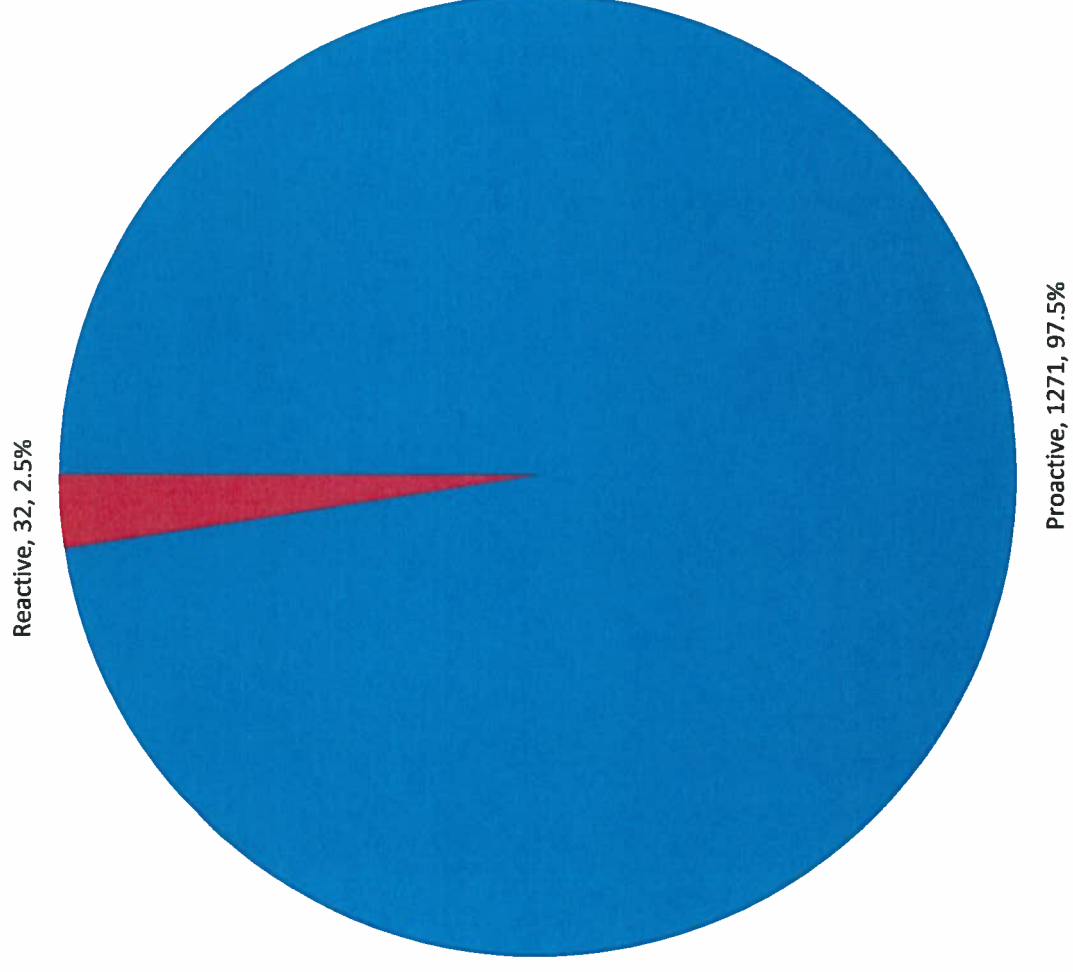
# Code Enforcement Activity Results

## City of Farmersville Police Department

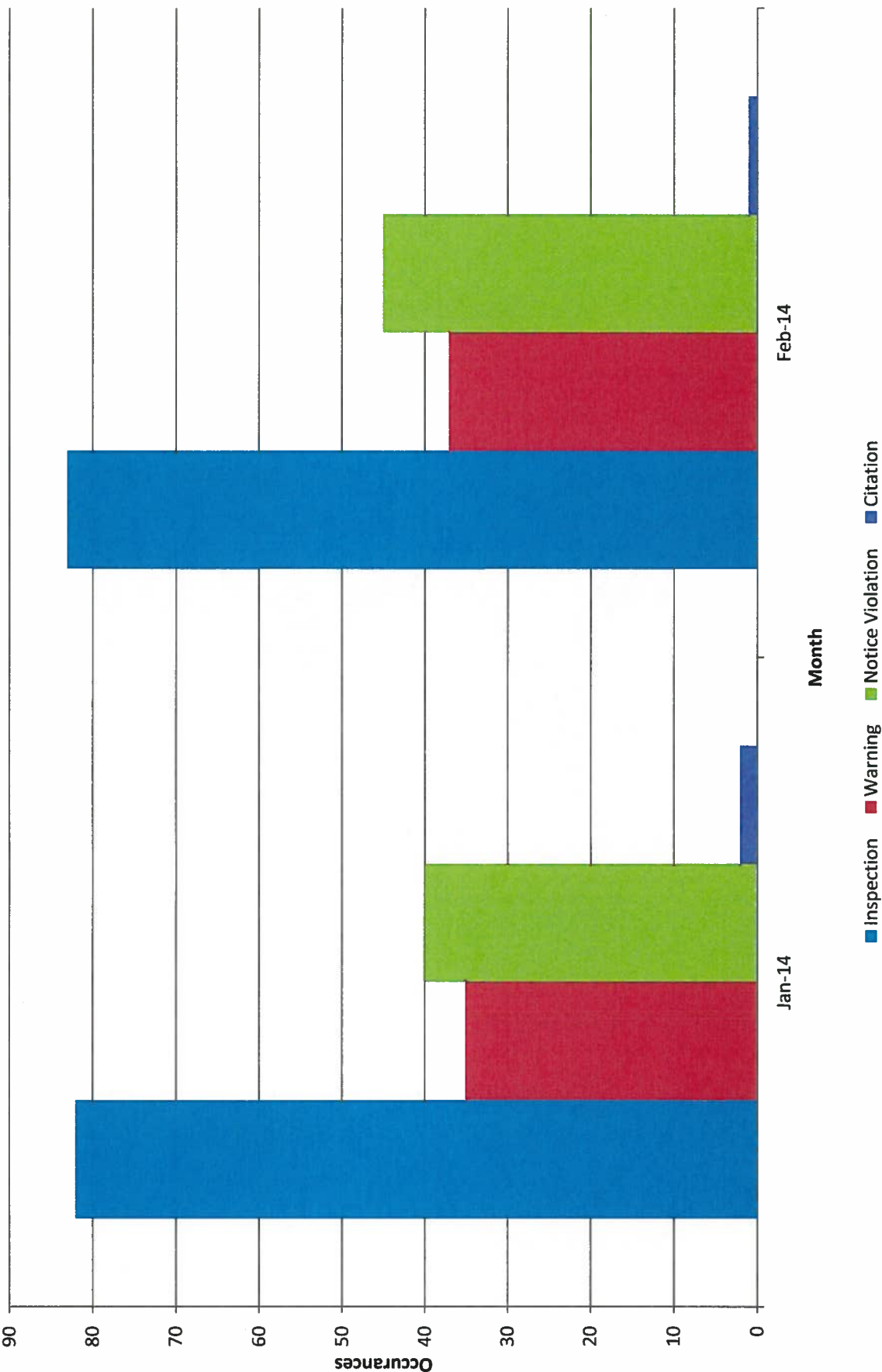


# Code Enforcement Activity Results

## City of Farmersville Police Department



Code Enforcement Activity Results  
City of Farmersville Police Department



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

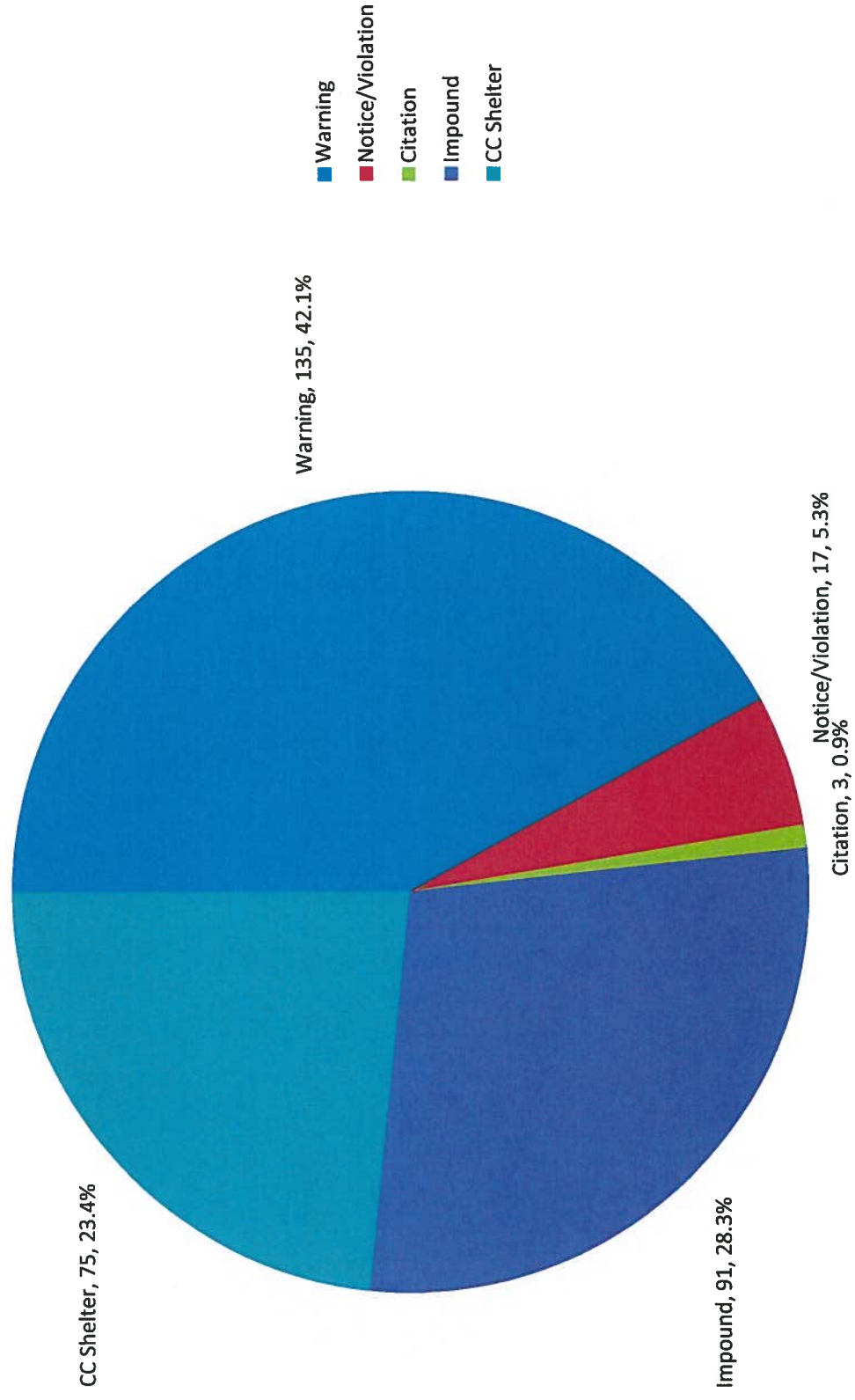
DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/ VIOL	CITATION	IMPOUND	CC SHELTER	CFS#
03/06/2014	Loose Dog	308 College	Citation		X				
03/06/2014	Stray Dog	Austin	Pound				X		
03/06/2014	Dog Complaint	210 Maple	Spoke w/Owner	X					
03/06/2014	Dog Complaint	308 Austin	Dog Gone	X					
03/07/2014	Pick Up Dog	Pound	CCAS					X	
03/07/2014	Loose Dog	305 Austin	Spoke w/Owner			X			
03/10/2014	Loose Dog	Maple	Returned to Owner	X					
03/10/2014	Loose Dog	Murchison	Put In Fence	X					
03/11/2014	Loose Dog	800 Westgate	Returned to Owner	X					
03/11/2014	Dead Skunk	Hwy 78	Removed from Road						
03/12/2014	Loose Dog	Maple	Returned to Owner	X					
03/12/2014	Loose Dog	N. Main	Pound				X		
03/13/2014	Pick Up Dog	Pound	CCAS					X	
03/14/2014	Stray Dog	McKinney	Pound				X		
03/14/2014	Pick Up Dog	Pound	Returned to Owner	X					
03/19/2014	Loose Dog	Summit	Unable to Locate						
03/19/2014	Dead Cat	N. Main	Disposed Of						
02/19/2014	Barking Dogs	511 McKinney	Unable to Locate Owner						
03/20/2014	Stray Cat	Funeral Home	Pound				X		
03/20/2014	Return Trap	Funeral Home							
03/21/2014	Barking Dogs	511 McKinney	No Dogs Barking						
03/21/2014	Stray Cat	Funeral Home	Pound				X		
03/21/2014	Loose Dogs	113 Lee	Put Back in Fence		X				
03/21/2014	Return Trap	Funeral Home							
03/25/2014	Barking Dogs	511 McKinney	Owner Secured Dogs	X					
03/25/2014	Loose Dog	S. Main	Put Back in Fence						
03/25/2014	Loose Dog	S. Main	Returned to Owner	X					
03/25/2014	Stray Dog	Summit	CCAS					X	
03/26/2014	Stray Dogs	Tatum Elementary	Went into County						
03/26/2014	Loose Puppies	408 Pendleton	Put Back in Fence	X					

03/27/2014	Loose Dog	N. Main	Lost Track of Them							
03/28/2014	Loose Dogs	N. Main	1 Caught/I Got Away					X		
03/28/2014	Loose Puppies	Pendleton	CCAS						X	
03/28/2014	Loose Dog	Tatum Elementary	Returned to Owner	X						
03/31/2014	Loose Dog	Feagin's	Unable to Locate							
03/31/2014	Loose Dog	Feagin's	Returned to Owner	X						
03/31/2014	Stray Dog	S. Washington	Lost Track of Dog							
03/31/2014	Loose Dog	308 College	Citation				X			
03/31/2014	Loose Dog	317 College	Returned to Owner	X						
03/31/2014	Stray Dog	401 S. Washington	CCAS						X	

# Animal Control Activity Results

## Farmersville Police Department

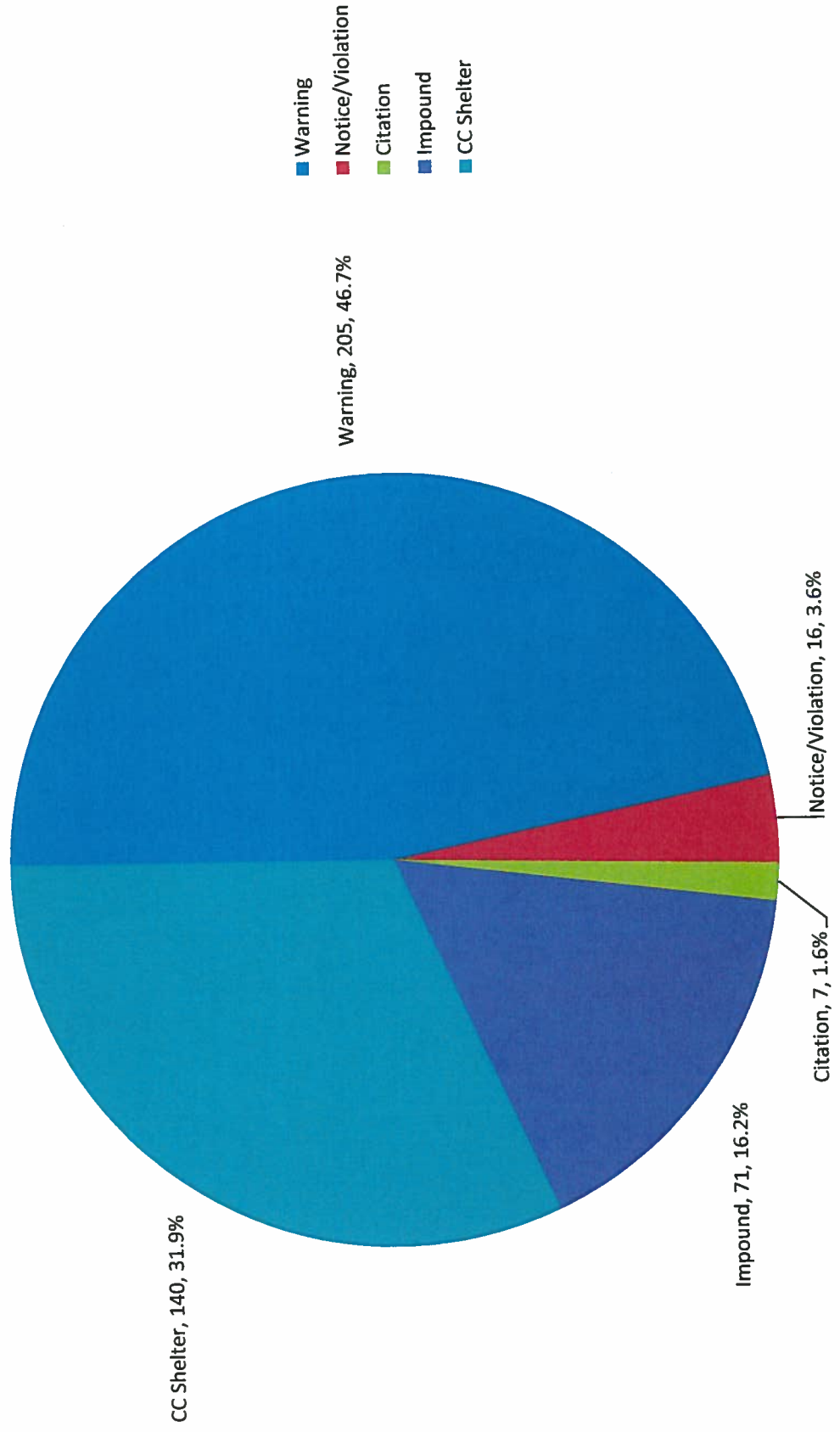
### Cumulative, Calendar Year 2014





# Animal Control Activity Results

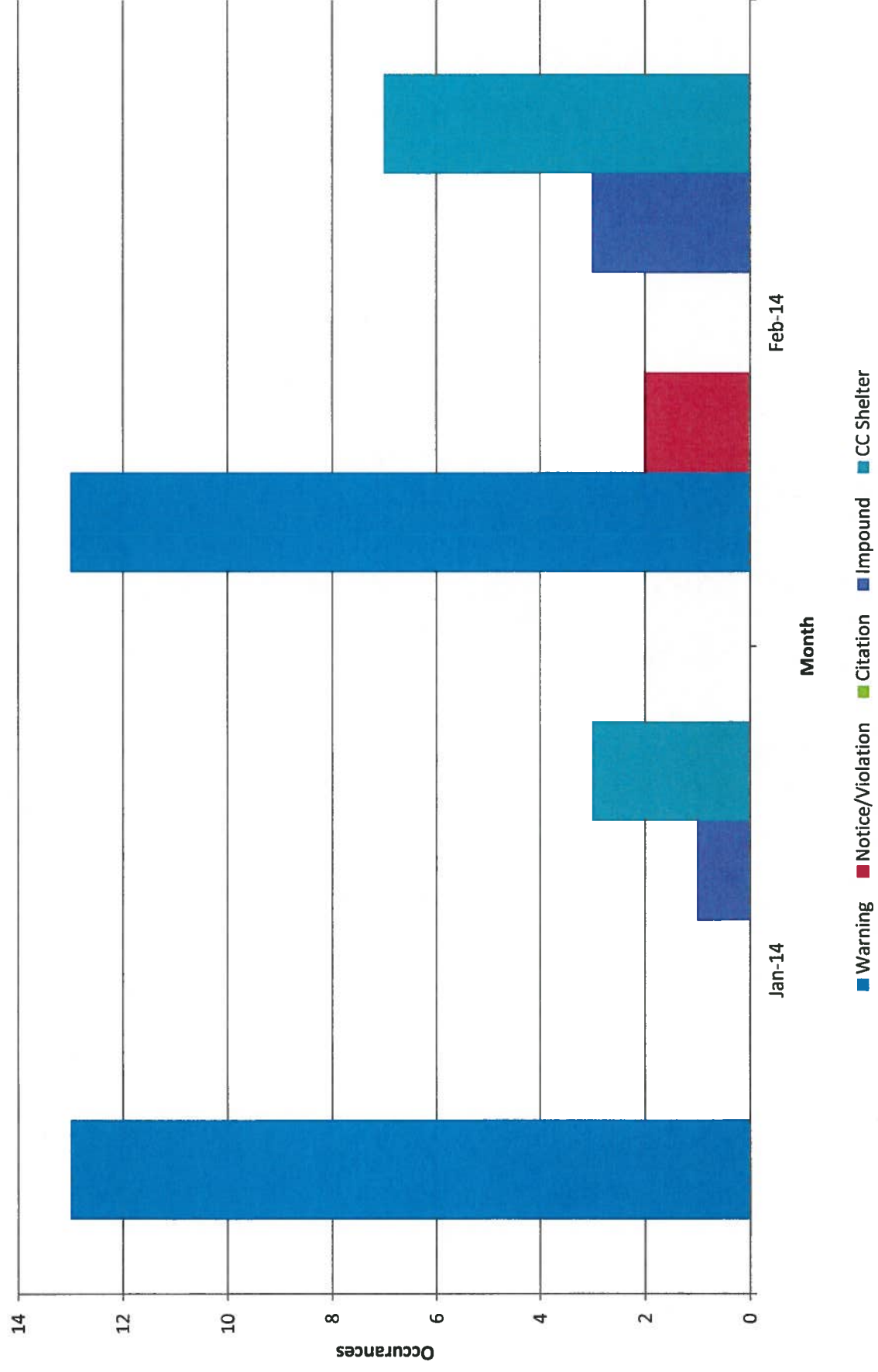
Farmersville Police Department  
Cumulative, Calendar Year 2014





# Animal Control Activity Results

## Farmersville Police Department





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: CONSENT AGENDA – School Resource Officer Report

Month of:

March

Officer Williams

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	
FTA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Curfew Viol	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Trespassing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Drug Para	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MIP Tobacco	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MIP Alcohol	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Assault M/C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
D/C Language	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
D/C Fighting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Class Disrupt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Disrup Trans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	8	8	0	0	0	0	0	0	24
LETS Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Presentation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Events Worked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Off/Inc Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	
Arrest	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Extra Patrols	0	0	0	2	2	2	2	0	0	0	0	0	0	0	0	0	2	2	2	2	2	2	0	0	0	0	2	2	0	0	2	2	24
Student Contact	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2	0	0	1	0	0	0	0	0	0	1	0	0	1	7	
PTA Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Counsel Forms	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Safety Drills	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Parent Contacts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Res Chks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Traffic Stops	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	3	
TOTAL	0	0	0	3	3	3	2	0	0	0	0	0	0	0	0	0	2	4	3	2	3	0	0	0	8	8	2	4	0	0	4	59	



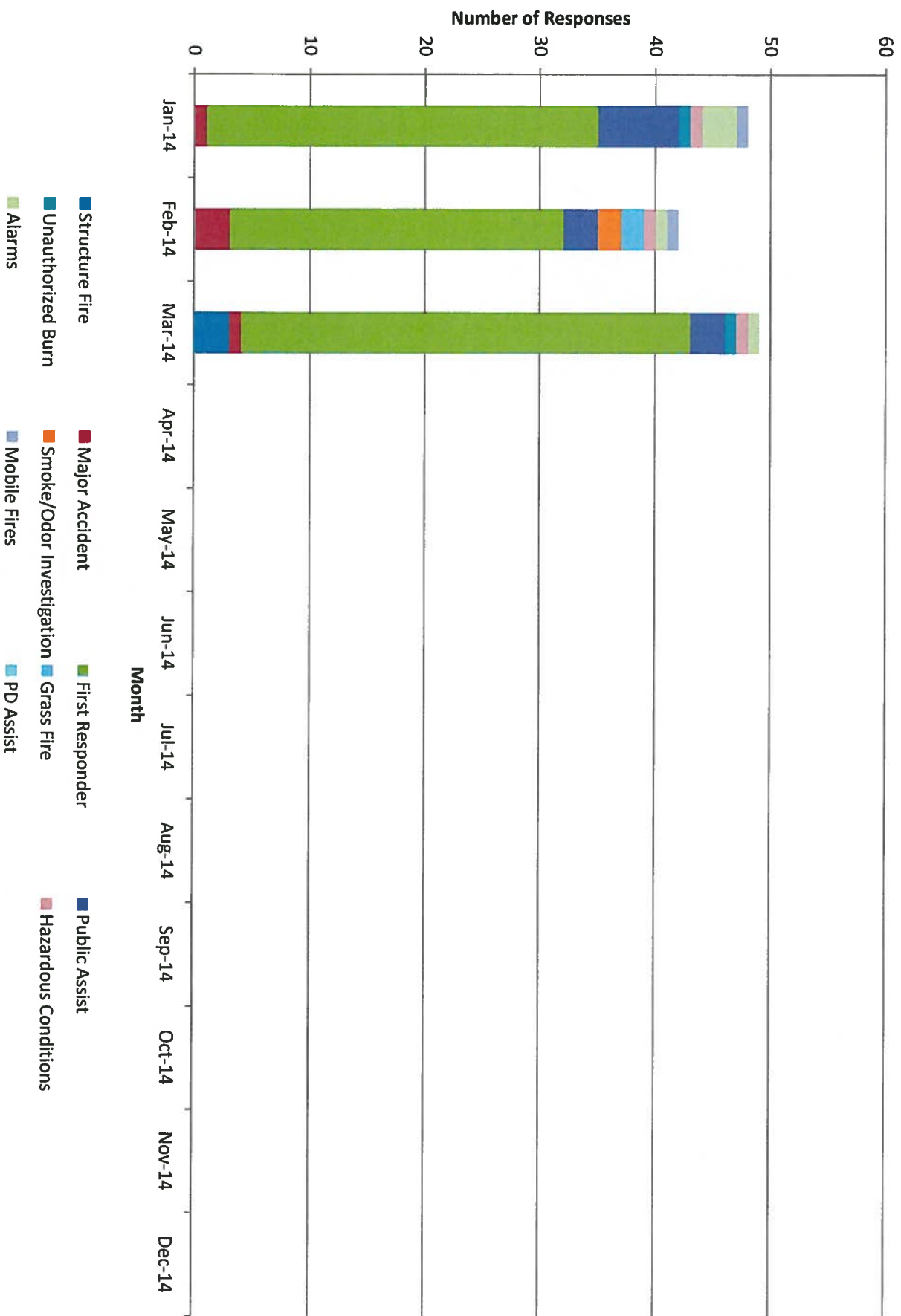
TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: CONSENT AGENDA – Fire Department Report

FARMERSVILLE FIRE DEPARTMENT  
MONTHLY CITY COUNCIL REPORT  
MARCH 2914

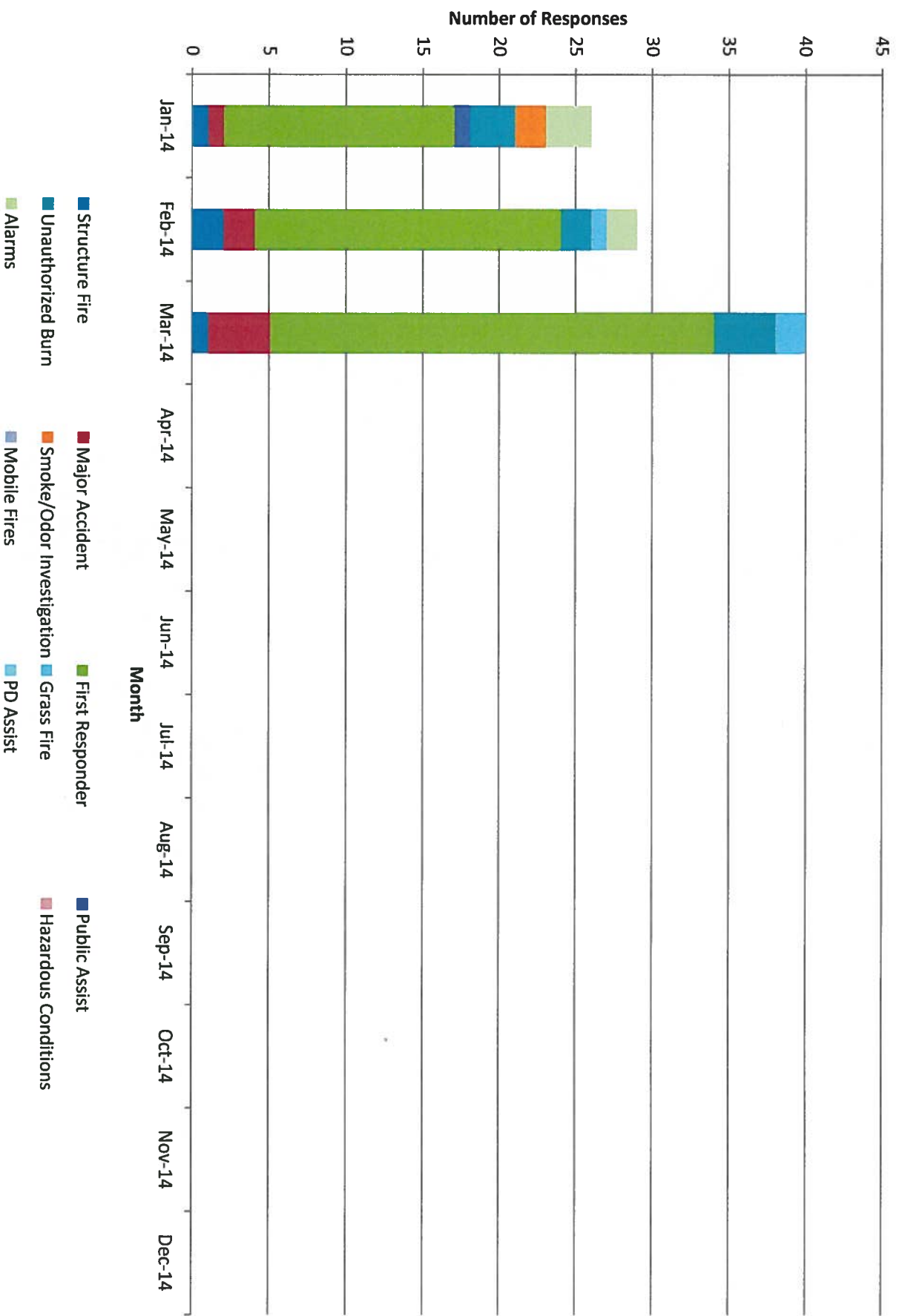
1. The department had its Annual Retiree/Spouse Banquet that was a huge success this year.
2. There was special training held in Princeton over hose streams. I have requested the trainer to come to Farmersville April 14<sup>th</sup> and hold an additional class.
3. We have started our own SFFMA Introductory Classes now that we have a member who is certified to do so,
4. The new LDS Church has ordered a KNOX box for their facility. We have our system in place to enter it to get the master key to the building should we be called. We will be taking a tour of the facility April 7<sup>th</sup>.
5. The Quint, Engine 182 and the Tender trucks were all taken for their annual pump test and passed E-181 was having engine problems that day and was not able to participate.
6. We are in the process of conducting a wild land fire class with Josephine.
7. We have started testing the tornado sirens Mondays at noon in good weather and they are testing find. During the tornado that came through Farmersville March 28<sup>th</sup> many residents said they couldn't hear it on the north end of town however, folks living downwind of siren say they did hear it. I feel the problem is the electric horn can't be heard when it faces the wind coming at it. Fortunately there were no problems noted, our Emergency Operations Center was activated and storm spotters were strategically located. I will be sending out a Nixle message to announce when I'm going to conduct a test and the EOC manager will be sounding out a Nixle in addition to the one that is sent out by the National Weather Center.

CHIEF KIM R. MORRIS

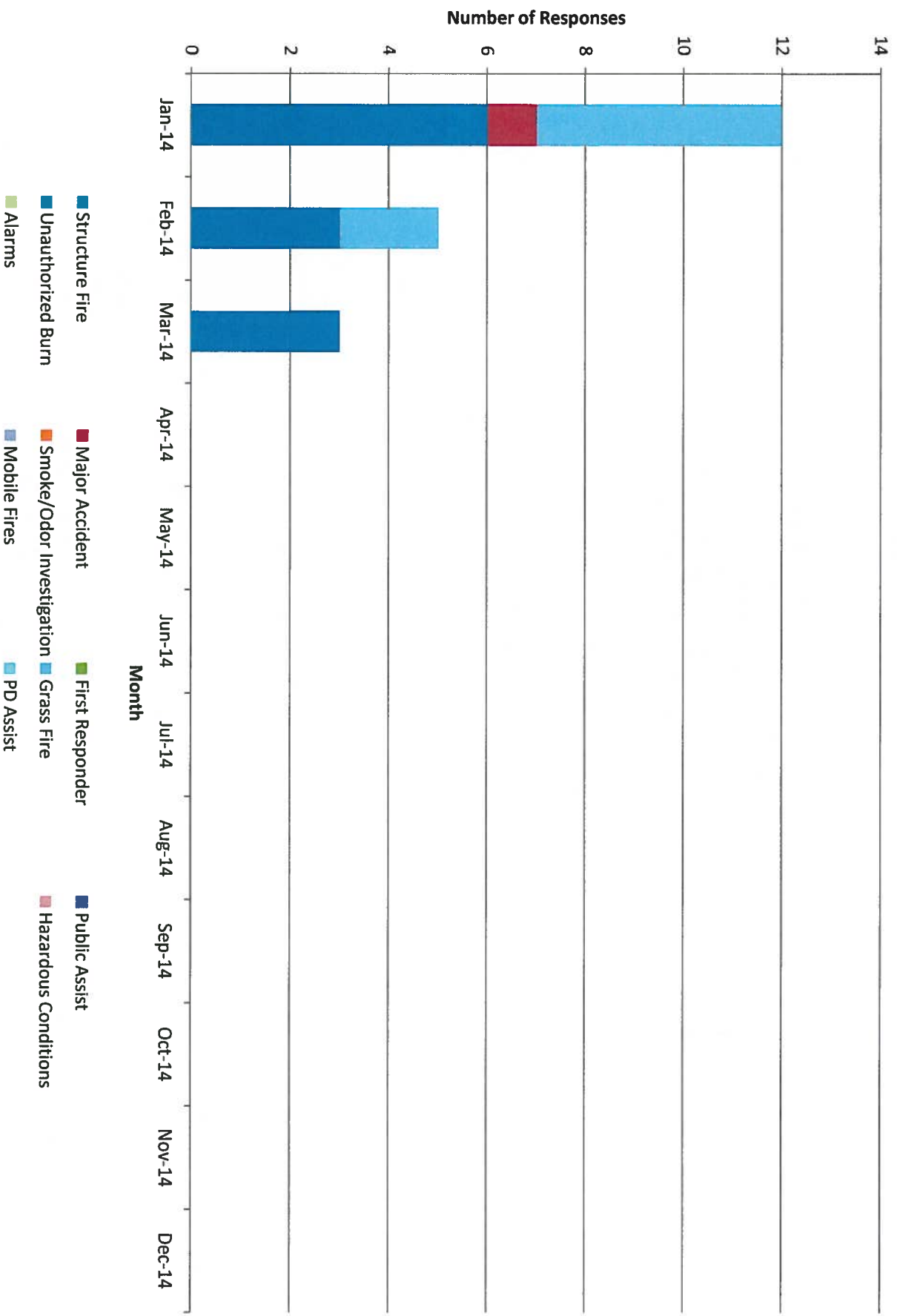
## Farmersville Fire Department City Responses



# Farmersville Fire Department County Responses



# Farmersville Fire Department Mutual Aid Responses







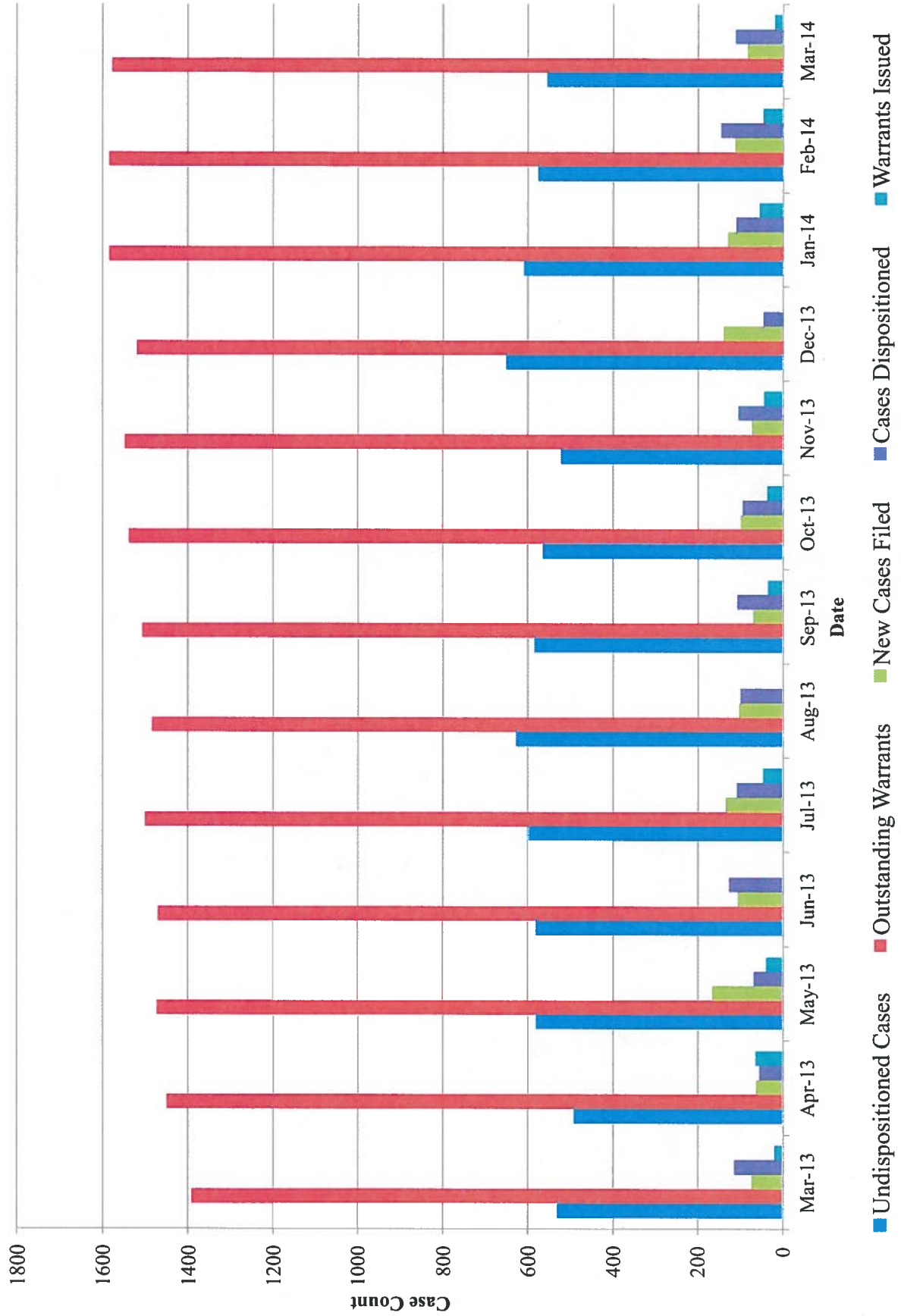
TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: CONSENT AGENDA – Municipal Court Report

# FARMERSVILLE MUNICIPAL COURT

## MONTHLY REPORT MARCH 2014

Cases Filed	84
Class C Complaints Received	1
Dispositions Prior to Trial	85
Pre-Trial Hearings Held	0
Non-Jury Trials Held	0
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	8
After Deferred Disposition	2
After Proof of Financial Responsibility	2
Compliance Dismissal	6
Dismissed at Trial (By Prosecutor)	0
Number of Disposed Cases	112
Total Revenue	\$21,569.83
Total Kept by City	\$14,760.10
Total Remitted to State	\$6,809.73

# Municipal Court Case and Warrant Rate





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: CONSENT AGENDA – Warrant Officer Report

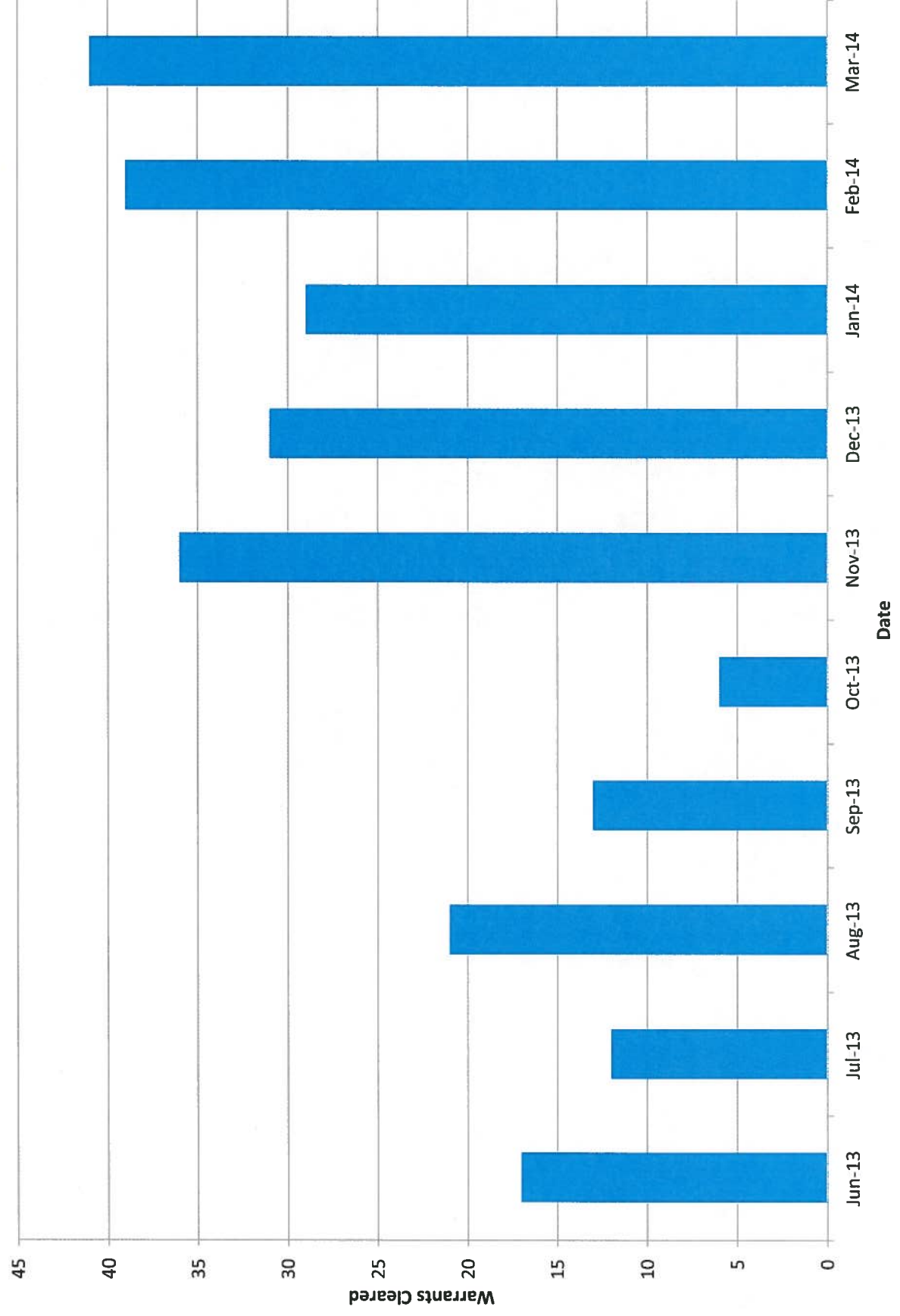


## **FARMERSVILLE MUNICIPAL COURT WARRANT OFFICER REPORT**

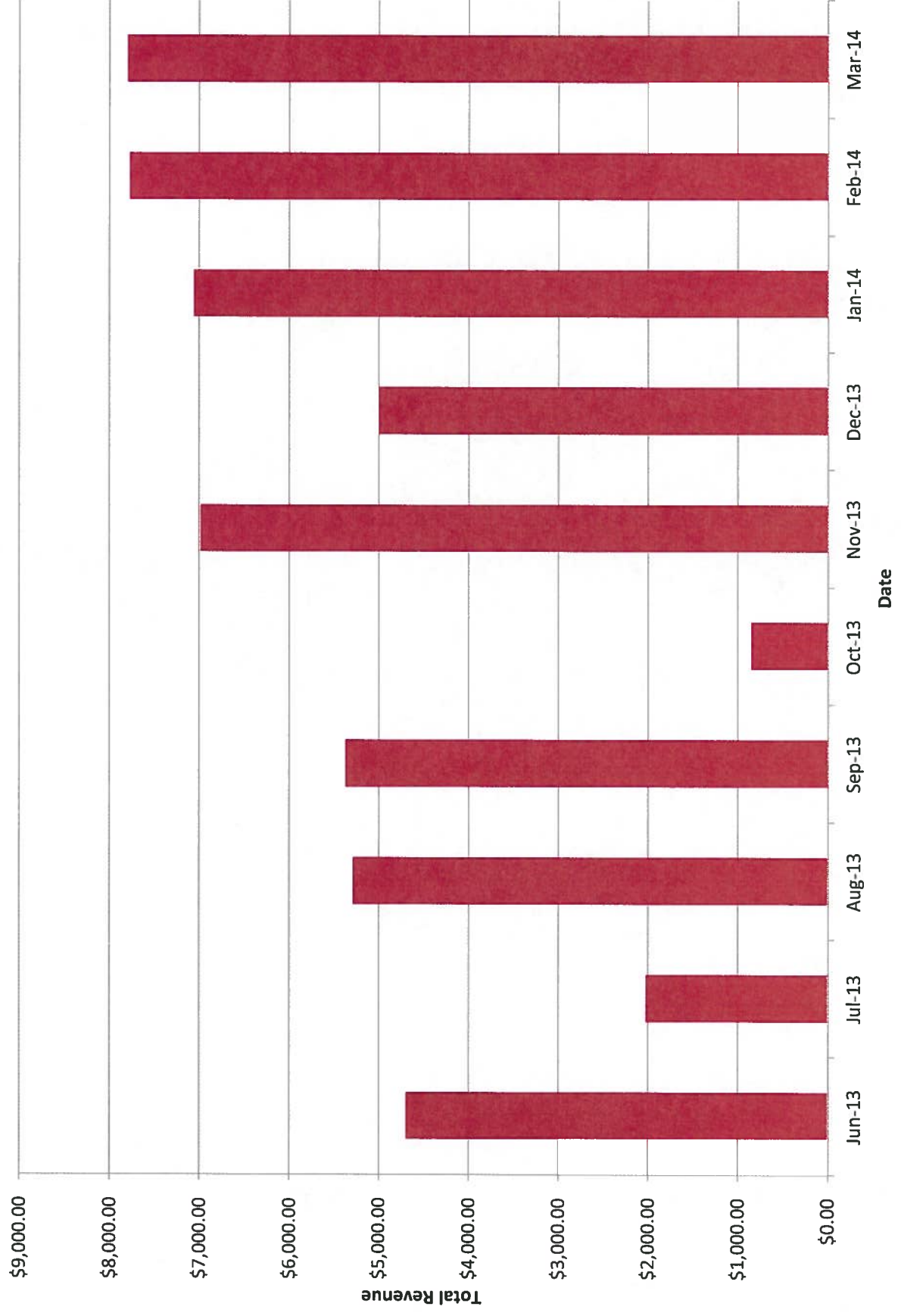
**MARCH 2014**

Total Outstanding Warrants	1577
Total Due from Outstanding Warrants	\$442,172.50
New Warrants Issued by Court	20
Total Warrants Cleared	41
Total on Payment Plan	125
Total Warrant Revenue	\$7,795.83

## Total Warrants Cleared



## Total Warrant Revenue





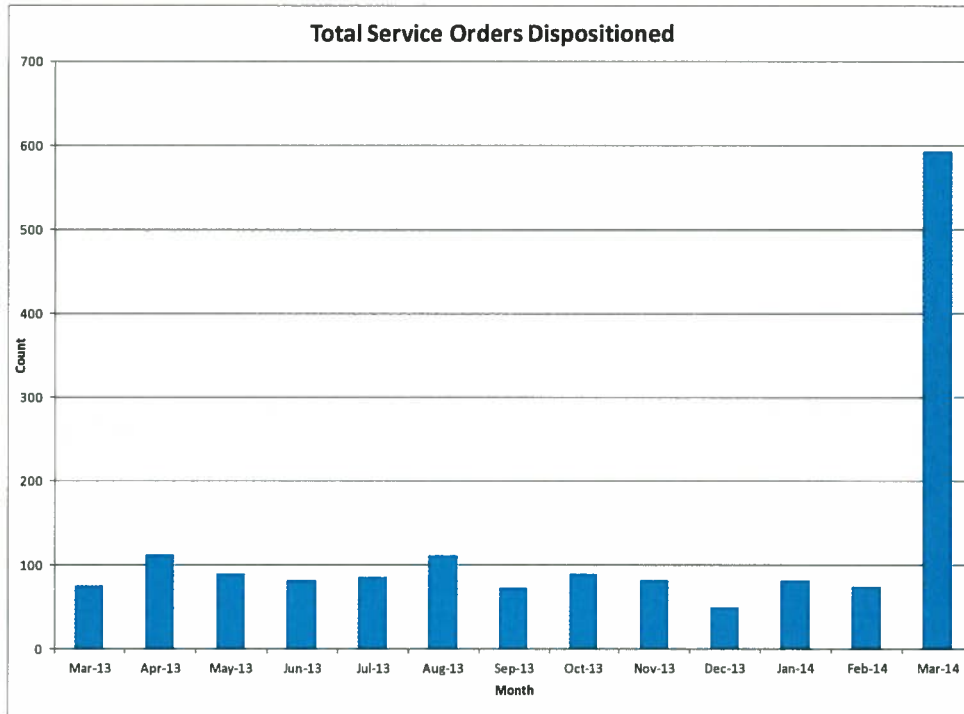
TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: CONSENT AGENDA – Public Works Report





## Public Works Monthly Report

### Service Order Status



Service Order Group	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14
Utility Billing	15	24	27	12	29	32	31	24	30	16	20	22	20
Street System	2	7	1	3	3	2	1	1	0	3	2	3	0
Water System	24	39	36	32	28	15	22	25	14	5	25	31	20
Waste Water System	7	4	1	6	1	2	3	5	3	5	4	5	6
Storm Water System	1	4	4	1	0	4	0	1	2	2	0	0	0
Property and Building	10	2	4	5	0	2	2	2	3	0	2	4	6
Electrical System	0	0	0	0	0	0	0	0	0	0	0	0	525
Refuse System	15	28	9	16	16	39	14	28	19	17	25	1	11
Projects	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicles	0	0	0	0	0	1	0	0	0	0	0	0	0
Public Works	0	0	0	1	0	0	0	0	0	0	0	0	0
Miscellaneous	2	5	8	6	10	15	1	4	11	2	4	9	6
Total	76	113	90	82	87	112	74	90	82	50	82	75	594

Note:

1. Number of outstanding service orders, 22 days or older (backlog): 25
2. Number of elevated service orders: 0 completed, 0 outstanding

## Public Works General

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

## Street System

1. Project Backlog
  - a. Maintenance resurfacing and panel replacement.
    - i. Summit at Rike Street.
    - ii. West Santa Fe.
    - iii. Rike at East Santa Fe.
  - b. Safe Routes to School. See project status below.
  - c. Install remainder of school zone signs.
2. GO Bond related projects. See project status below.
3. Chipper and shedding services are nearing completion after the ice storm.
4. US 380 Highway Project status.
  - a. 1st Railroad Bridge, Passing Track: Apr 2013 thru May 2014
  - b. 2nd Railroad Bridge, Main Track: May 2014 thru Apr 2015
  - c. 380 Roadway, East Bound: Complete March 2014. Open to two-way traffic.
    - i. East Bound Off-Ramp (Southwest Ramp), Complete Sep 2014
    - ii. East Bound On-Ramp (Southeast Ramp), Complete. Two-way ramp.
  - d. 380 Roadway, West Bound: Complete Oct-2014
    - i. West Bound Off-Ramp (Northeast Ramp), Complete May 2014
    - ii. West Bound On-Ramp (Northwest Ramp), Complete Oct 2014
  - e. Main Street Bridge Construction: Complete and open to traffic.
    - i. Main Street Roadway: Complete Mar 2014
  - f. Hill Street Crossing: Complete May 2014
  - g. Walnut Street Crossing: Complete May 2014
  - h. Main/Summit Street Crossing: Complete May 2014



Figure 1. Looking East Along Southeast Ramp



Figure 2. Main Street Bridge



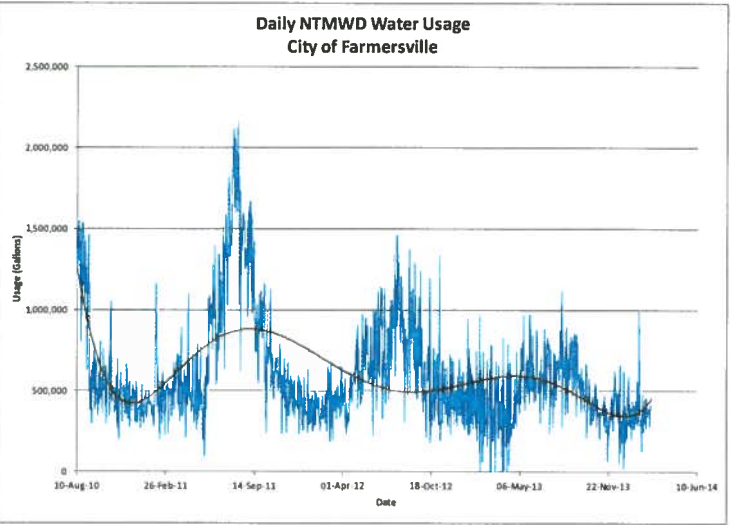
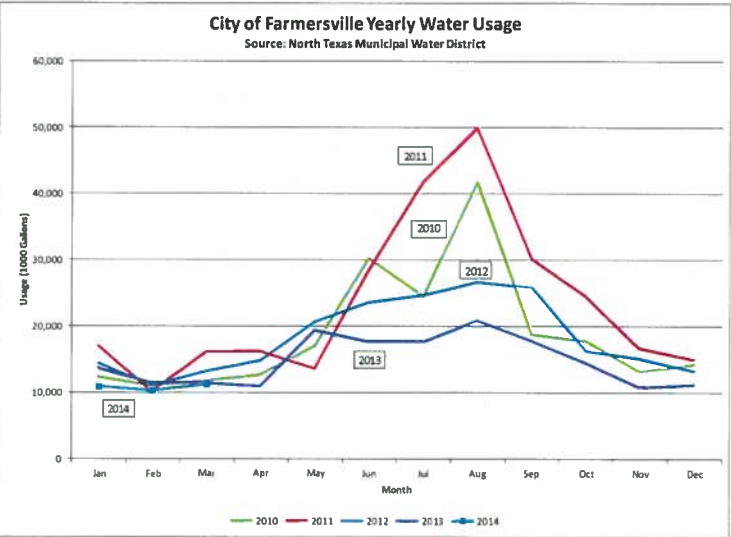
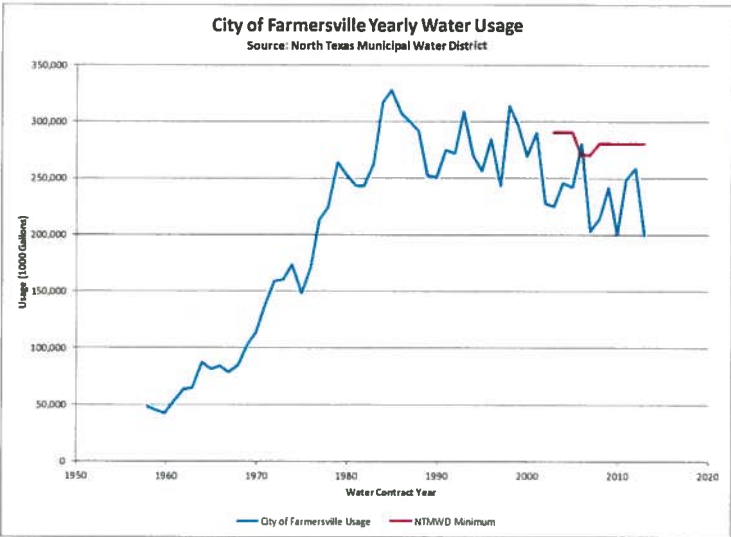
Figure 3. Looking East from Bridge



Figure 4. Looking West from Bridge

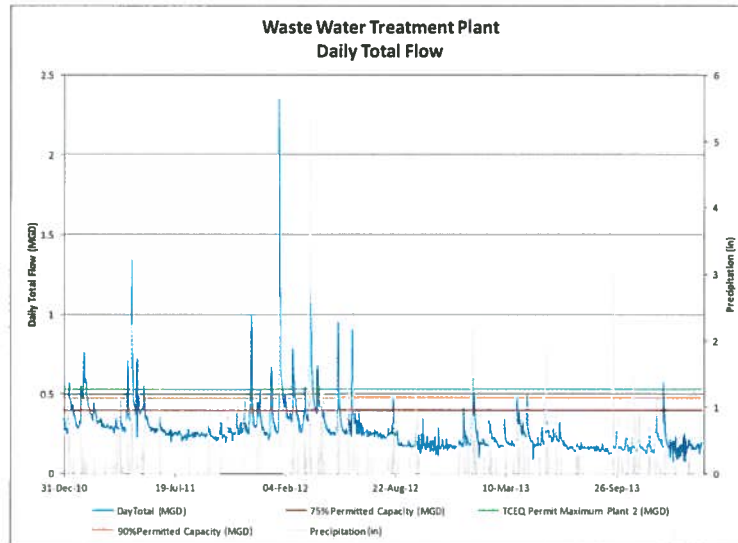
## Water System

1. Project backlog
  - a. Waterline extension for Caddo Park.
  - b. Investigate interconnections with customers along Hanna Drive to see that they are properly metered. (Complete)
  - c. Transfer NTMWD customers to CoF along Hwy 380.
  - d. GO Bond related engineering. See project status below.
  - e. Install water line on Lee Street to replace extremely poor 2" galvanized line. Currently working on easement documentation.
2. Meter Report (1388 + 8):
  - a. Residential Meters (1149 + 7)
  - b. Commercial Meters (184 + 1)
  - c. Industrial Meters (30,+0)
  - d. Public Meters (19, +0)
  - e. Wholesale Meters (6, +0)
3. Consumption Report (Calendar Year Start 21 Dec 2012, Month 21 Feb 2014 thru 21 Mar 2014, 28 days)
  - a. Inflow (NTMWD), Calendar Year to Date: 33,722,000
  - b. Inflow (NTMWD), Month: 11,360,000
  - c. Usage, Calendar Year to Date 31,508,640 gallons
  - d. Usage, Month: 11,278,870 gallons
  - e. Usage, Average Daily Water Usage for the Month: 402,817 gallons
  - f. Calendar Year Water Loss Percentage (to date): 7.02%
4. Stage 3 water restrictions are in place.



## Waste Water System

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



## Storm Water System

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

## Property and Buildings

1. See action item list below for Fire Marshal findings.
2. City Hall
  - a. Backlog: Additional window tinting.
  - b. Backlog: Fix upstairs window.
3. JW Spain
  - a. No new news.
4. Onion Shed
  - a. No new news.
5. West Onion Shed
  - a. No new news.
6. Public Safety Building
  - a. No new news.
7. Chaparral Trail
  - a. See project status below.
8. Rodeo Arena.
  - a. No new news.
9. Public Works maintenance barn.
  - a. Final drawing package complete. Request for proposal package out for bid.

10. Rambler Park.

- a. Upgrade project.
  - i. Move gazebo closer to splash pad.
  - ii. Sidewalk connector to the gazebo.
  - iii. Replace Rambler's Park sign. Sign has been ordered from Brandon Industries.
  - iv. Replace Splash Zone sign. Sign has been ordered from Brandon Industries.
  - v. New placards indicating park time for watering restriction levels. Sign has been ordered from Brandon Industries.

11. North Lake

- a. Construct Police shooting range.

12. South Lake Park

- a. Backlog: The following items are due for replacement/maintenance:
  - i. Repair/remove broken portal.
  - ii. Replace hanging bars, 10.
  - iii. Replace missing grill, qty 2.
  - iv. Replace bench at the boat ramp.
  - v. Replace weak boards on fishing pier.
  - vi. Improve hose bib installation

13. Civic Center/Library

- a. Backlog: Handicap ramp compliance issues.
- b. Backlog: Handicap parking striping and signage.
- c. Centennial planning to fund and execute the following projects:
  - i. Replace entry boards with commercial grade metal/glass doors. Complete

14. Best Center

- a. Backlog: Change locks.

15. Senior Center

- a. Backlog: Concrete for entrance area.
- b. Backlog: Lights for the parking lot.

16. City Park

- a. Backlog: The following items are due for replacement/maintenance
  - i. Place engineered wood fiber box around slide.
  - ii. Remove rock from underneath playground equipment and replace with engineered wood fiber.

17. Downtown

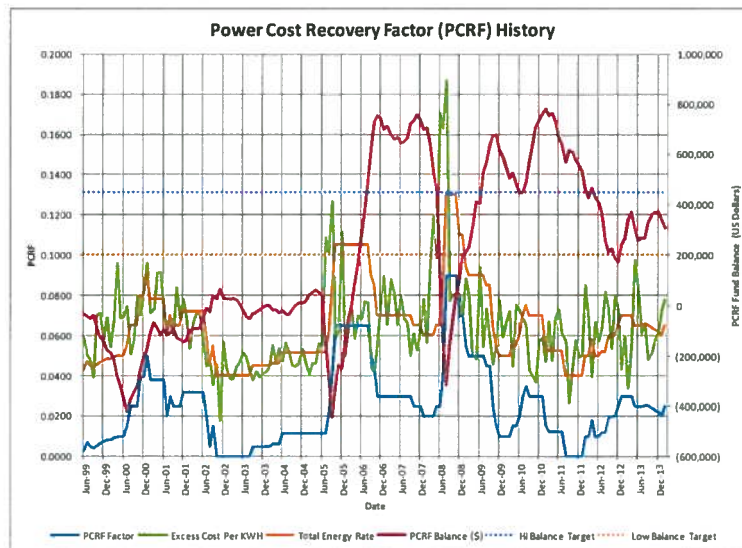
- a. Backlog: Install banner mounts.

18. Install historical markers for the following items:

- a. Backlog: Old city standpipe location.
- b. Backlog: Ramblers Baseball Park.
- c. Backlog: Old Train Depot site.
- d. Backlog: Downtown square, William Gotcher
- e. Backlog: Looney-Dowlin First Public School

## Electrical System

1. Received first of two bucket trucks. Second bucket truck scheduled to follow the first one by about two weeks.
2. Starting to receive hand and power tools along with spare parts.
3. Supervisor truck on order.
4. Completed transition documentation with ERCOT. Schneider Engineering handling all these issues.
5. On-line payment system software is now available to our customers.
6. Incode customer billing system software still in installation phase.
7. Incode update to version 9 is complete.
8. Rate ordinances complete.
9. Line extension ordinance complete.
10. PCA ordinance complete.
11. Average billing ordinance complete.
12. Distributed generation ordinance complete.
13. Worked with Farmersville Times to print article on electrical system transition.
14. Completed last transition meeting with Sharyland.
15. Standards being reviewed by FE electrical team.
16. FE electrical team starting continued to interface with Sharyland to learn about the configuration of the electrical system.
17. Service Center yard continued to be reconfigured to accommodate the electrical system spare parts and equipment.
18. Picked IMS Printing and Mailing to process our “print and mail” utility bill service.



## Refuse System

1. Awaiting approval of contract revisions from Progressive.

## Inspections, Permits, Plats

1. No new news.

**Vehicles/Tools**

1. Received first bucket truck from Versalift in Waco.
2. Currently receiving tools for the electrical service trucks.



## Special Projects/Loans/Grants

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Safe Routes to School Grant Funded by TxDOT	\$674,000	\$5,000 CoF Funded	Nov-13	Mar-14	Construction started. Currently constructing phase II.
Chaparral Trail Grant Texas Parks & Wildlife (Phase I)	\$200,000	\$50,000 4B Funded	Oct-12	May-13	Grant audit underway. Awaiting comptroller approval and fund reimbursement, \$158,811.26.
Chaparral Trail Grant Collin County Open Space (Phase II)	\$300,000	\$150,000 (4B, \$50K) (CoF, \$100K)	May-13	Oct-13	Construction complete. Received check for \$147K. Awaiting fund reimbursement for remaining \$3K.
Chaparral Trail Grant Collin County Open Space (Phase III)	\$300,000	\$150,000 (4B, \$60K 2013) (4B, \$60K 2014) (CoF, \$30K 2014)	Jun-14 (est)	Oct -14	Grant awarded. Developing bid documentation package. 50% drawing package complete. Working on final revisions. Package should be ready for release in Apr 2014.
Waste Water System Community Development Block Grant (CDBG)	\$275,000	\$41,250 (Cash)	Awarded	Awarded	Awarded, awaiting State contract probably sometime after mid-year.
Waste Water Treatment Plant Texas Revolving Fund	\$14,000,000	Loan, 100%	Not Awarded Yet	Not Awarded Yet	Application turned in. This does not obligate the City but does give us an option. TWDB has requested we submit a loan application. We are requesting they supply construction funds.
Farmersville Parkway Phase III Collin County Bond	\$3,800,000	\$1,900,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%.
Floyd Street Extension Collin County Bond	\$200,000	\$100,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%

Red indicates change from last council meeting.

## General Obligation Bond Projects

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

## Action Item List

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

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Bricks for Pavilion	Ed Stuart	5-Jun-2013	Paula Jackson		received brick. Now Paula will see where it will be placed	open
Restrooms at parks	Audrey has requested a number of things to be fixed or replaced at the restrooms like signs on the mens and		Paula Jackson		Ben and I are looking into signs to be placed.	Open
Hot Mix Street Repairs	Looking at repairing Merit and some other streets.	28-Aug-2013	public works			
Safe Route to School Grant	The City will be relocating Water Meters, Sewer Cleanouts and ATMOS will be relocating the Gas Meters	9/8//2013	public works		The guys are working on this	Open
City Hall	floor - replacement and duct cleaning					Open
ADT (smoke alarm)	City Hall, Police and Library					Open
Side walk repairs needed	the Sidewalk infront of Independent Bank and infornt of McGuire Building				Ben will be having Nick to take this and do the repairs	Open

Project Name		Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Library Repairs		need work on one of the Back doors. Need new Door on the front.	1-Nov-2013			Centennial Committee	Open
Chaparral Trail		PHASE III PLAN SET copies for Joe Helmerger for bid, 50% completion, 75% completion and 90% completion	1-Dec-2013	BEN			Open
Water Issue on W Audie Murphy		Plan will be to get with Eddie and Juan regarding water meter locations	21-Jan-2014	Ben/Paula		Made a photo copy of the area and will send the guys out	Open
SRTS		Atmos will have Mission's moving the gas meters and All American Plumber will connect the customers back at the homes				Atmos is waiting on the locates for N Washington	Open
NETT Chaparral Trail		meeting will be in February 8th.				service order for removing the bollards and have ask Audrey to make sure that the center is cleaned and ready.	Open
Electric		Get the Sand box up and running for test runs					Open



Project Name		Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Taste of Farmersville May the 24th	May	Will need to do the following: 1) Hand 2 signs 2) hange the Bunting on the Onion Shed.	25-Feb-2014	Paula Jackson			Open
JW SPAIN		women's restroom at the JW Spain? The facet is not turning completely off.	18-Mar-2014	Paula Jackson		CALLED LARRY WOOD WITH TROPHY. WILL CHECK INTO AUTO TURN OFF	Open
Kenny Edwards day March 30th		have a brick made?	18-Mar-2014	Paula Jackson			Open
J.W. Spain Fire Marshal Action Items		1. Provide commercial ansul system with hood above frier and flat top. <alt-enter> 2. Provide fire extinguisher in concession stand. 3. Repair damaged bleachers.	28-Mar-2014	Ben White		Ordered prototype bleacher	Open

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
City Hall Fire Marshal Action Items	1. provide panic hardware on second exit 2. secure chairs together(when 4 in row) 3. provide fire extinguisher in council chambers 4. remove extension cords	25-Mar-2014	Ben White		3. is completed	Open
Visitor's Center Fire Marshal Action Items	No violations annual fire inspection Passed		Ben White			Open
Senior Center Fire Marshal Action Items	Passed inspection. NOTE: do not cook on oven	25-Mar-2014	Ben White			closed
Sewer Plant Fire Marshal Action Items	1. provide fire extinguisher 2. label diesel tank 3. open spaces in elect panel 4. SCBA missing (is this required per emergency plan?)	25-Mar-2014	Ben White		1. is completed	open
Riding Arena Fire Marshal Action Items	1. comply with ICC bleacher requirements 2. provide access to building (key provided did not work	28-Mar-2014	Ben White		Ordered prototype bleacher	Open





Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Public Works Annex Fire Marshal Action Items	No violations Note: recommended to put "Do Not Enter" sign on storage side of the building or provide rails	28-Mar-2014	Ben White			Open
Public Works Fire Marshal Action Items		28-Mar-2014	Ben White			Open
Public Safety Building Fire Marshal Action Items	<b>PD:</b> <b>Fire:</b> 1. Repair rear exit sign 2. gas must be stored in metal UL can 3. provide ansul kitchen system or do not cook w/grease vapors. <b>EMS:</b> 1. Provide no smoking sign above oxygen 2. provide ansul kitchen system or do not cook w/grease vapors. 3. do not stor combustibles in	28-Mar-2014	Ben White		<b>PD:</b> no action <b>Fire:</b> Items 1 and 2 have been completed and the stove will be removed. <b>EMS:</b> Items 1 and 3 have been completed.	Open

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Best Center Fire Marshal Action Items	No violations	28-Mar-2014	Ben White			closed
Civic Center Fire Marshal Action Items	1. Provide panic hardware(all doors except main entrance 2. Post occ load 3. Provide ansul cooking system	28-Mar-2014	Ben White		1. completed	
Library Fire Marshal Action Items	No violations	28-Mar-2014	Ben White			Open
JW Spain Handicap Parking	Install parking places for handicap parking	28-Mar-2014	Ben White			closed
						Open





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: CONSENT AGENDA – Library Report



## Charles J. Rike Memorial Library

203 Orange Street - Farmersville, Texas

[www.rikelibrary.com](http://www.rikelibrary.com)

972-782-6681

### Monthly Report: March – 2014

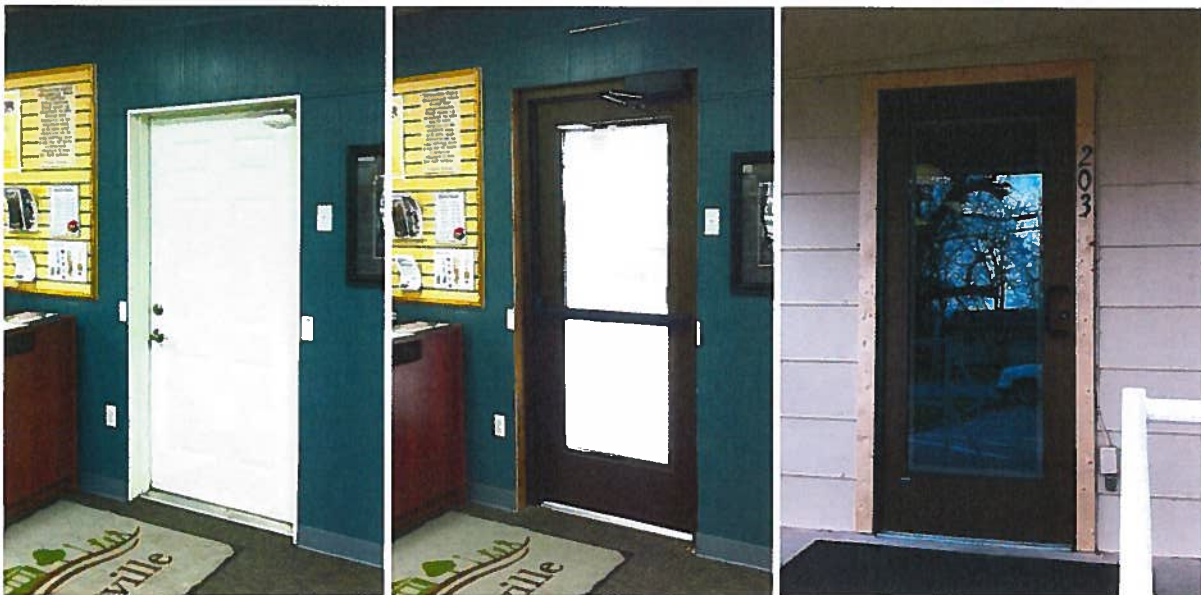
<b>Circulation:</b>	<b>2020</b>
<b>Computer Users:</b>	<b>399</b>
<b>Visitors:</b>	<b>1412</b>
<b>Inter-library Loan</b>	
Books loaned to other libraries:	1
Books borrowed for our patrons:	14
<b>Patrons Saved \$ *</b>	<b>\$29,254.74</b>
<b>New Patrons:</b>	<b>25</b>
<b>Volunteer Hours Donated:</b>	<b>16 hours</b>

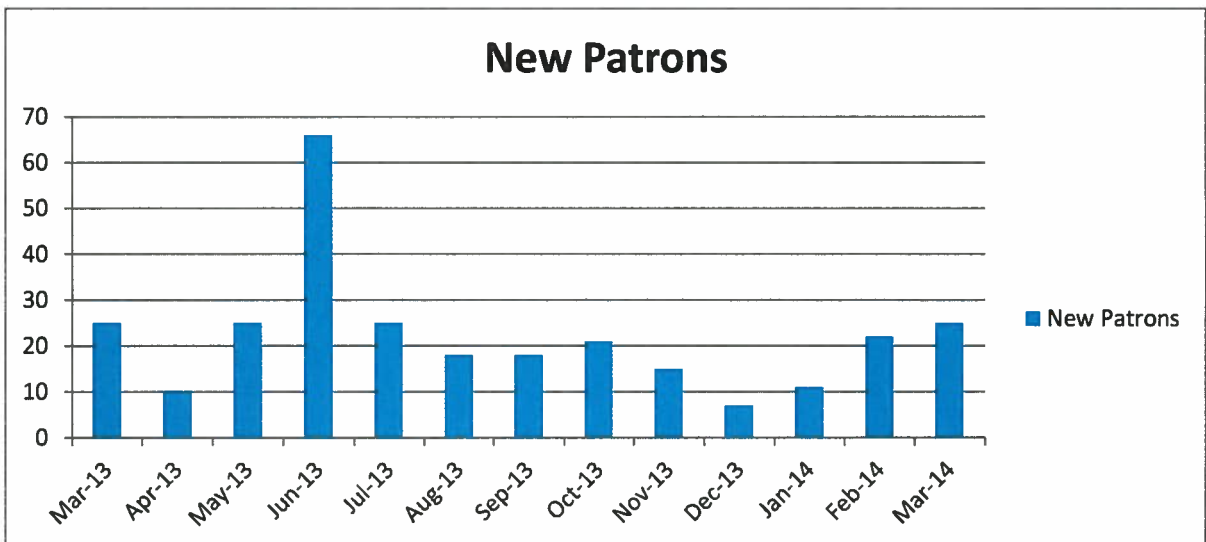
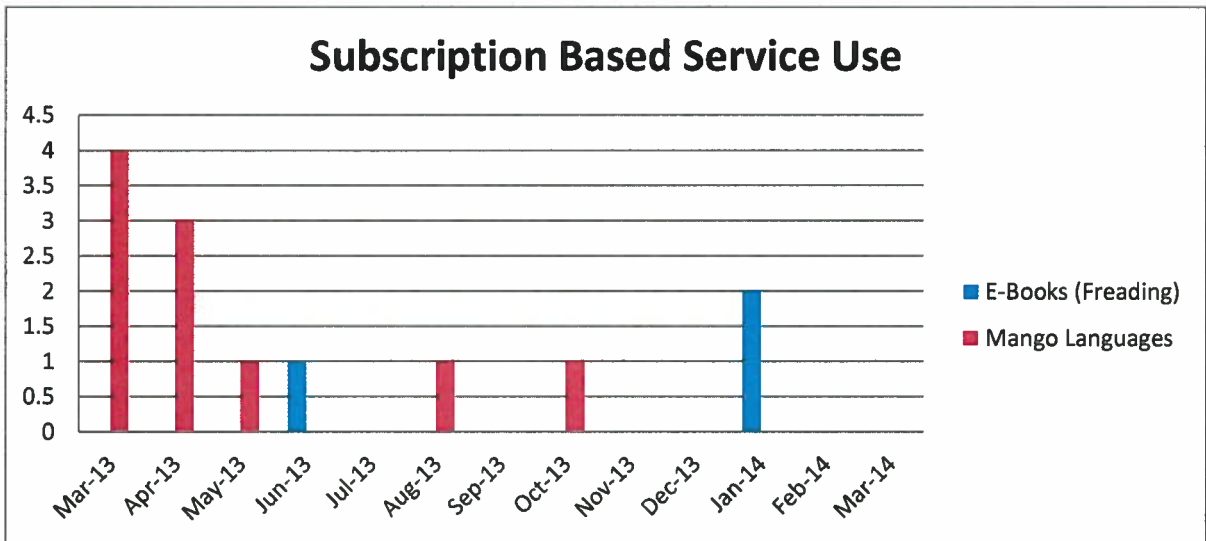
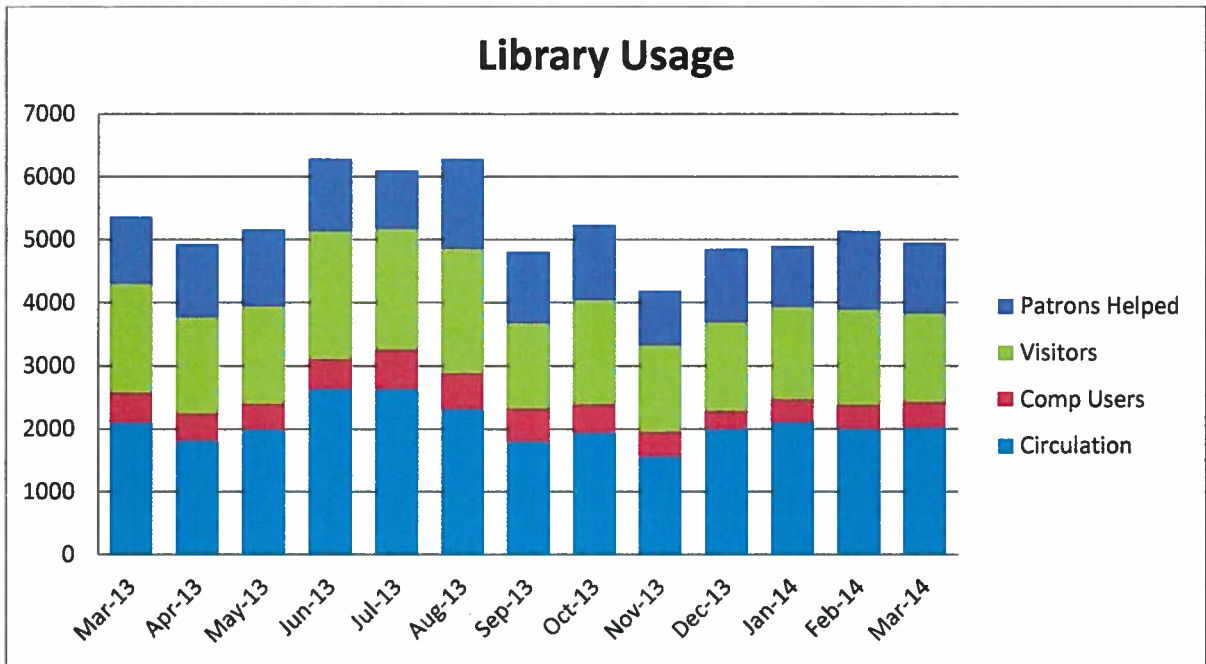
#### Other Items of Interest:

The annual report for the library has been submitted to the Texas State Library.

Trisha Dowell attended a webinar about proposed changes to the Texas State Library Accreditation Standards. This was an overview of proposed changes and information on how to give our input to the Accreditation Task Force Committee. Overall, at this time, I do not feel that the proposed increases to the requirements will jepordize our Accreditation.

The library has a new front entry door, courtesy of Farmersville Centennial, Inc. Everyone who comes in the library love it, and so do the librarians! =)







TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: CONSENT AGENDA – City Manager’s Report





## City Manager Monthly Report

### City Manager General

#### 1. Attended the following meetings:

Meeting Description	Attended
City Council Meeting	2
Farmersville Economic Development Corporation (4A)	1
Farmersville Community Development Corporation (4B)	0
Planning and Zoning Commission	0
Parks and Recreation Board	0
Main Street Board	1
Downtown Merchants Meeting	1
Capital Improvements Advisory Commission	0
Building and Property Standards Meeting	0
Farmersville Garden Club	0
Realtors Meeting	0
Chamber of Commerce Board Meeting	2
Chamber of Commerce Networking Meeting	0
Farmersville Riding Club	0
Northeast Texas Trail Association (NETT)	0

### Ordinances and Ordinance Changes

#### 1. Backlog

##### a. New

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

##### b. Change

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

1. Review new quarterly supplement from MuniCode.
2. Make updates as necessary based on review.

### **Contracts**

1. Backlog
  - a. Chaparral Trail Phase III
  - b. TIRZ ILA with Collin County Tax Office to go to Commissioner's Court. Still in holding pattern awaiting tax office input.
  - c. 12-inch waterline contract with Capps-Capco complete.
2. Continued work to bring broadband providers on our water towers under contract.

### **Planning**

1. Towne Centre Concept Plan implementation and costs evaluated during 4A meeting.

### **Policy Changes**

1. Backlog
  - a. Information Technology policy.
  - b. Public Works on call personnel (Complete)
  - c. Employee uniform policy (Complete)
  - d. Employee personal tool purchase program (Complete)

### **Personnel Related Matters**

1. No new news.

### **Customer Service Window**

1. Continued to field questions regarding electrical system changes.
2. Started inputting customer data related to the electrical system.
3. Received training on Incode version 9 enhancements and billing system.

### **Budget/Finance**

1. Planned trip to San Antonio for Incode software training.
2. Updating cash collection to pooled cash to simplify reconciliation. This is a recommendation from the auditor.
3. Awaiting audit report and adjusted entries for 2012/2013.
4. Budget revisions for the electrical system and the yearly budget process begin next month.

### **Information Technology**

1. New laptop for Farmersville Electric received. Ordering 2 more.
2. Installation of Incode version 9 complete.
3. Installation of library server in process.
4. Upcoming projects
  - a. Better backup processes
  - b. Microsoft Office Suite 2010
  - c. License audit and review
  - d. Hardware audit and review

### **Special Events**

1. Helped with preparations for Kenny Edwards Day via Police and Fire Departments, 30 Mar 2014.
2. Helped with preparations for Spinistry Bike Ride, 3 May 2014.
3. Helped with preparations for Herb Ellis Jazz Festival, 21 March 2015.
4. Helped with preparations for A Taste of Farmersville, 24 May 2014.

# US 380 Highway Project Status

1. 1st Railroad Bridge, Passing Track: Apr 2013 thru May 2014
2. 2nd Railroad Bridge, Main Track: May 2014 thru Apr 2015
3. 380 Roadway, East Bound: **Complete March 2014. Open to two-way traffic.**
  - a. East Bound Off-Ramp (Southwest Ramp), Complete Sep 2014
  - b. East Bound On-Ramp (Southeast Ramp), Complete. Two-way ramp.
4. 380 Roadway, West Bound: Complete Oct-2014
  - a. West Bound Off-Ramp (Northeast Ramp), Complete May 2014
  - b. West Bound On-Ramp (Northwest Ramp), Complete Oct 2014
5. Main Street Bridge Construction: **Complete and open to traffic.**
  - a. Main Street Roadway: Complete Mar 2014
6. Hill Street Crossing: Complete May 2014
7. Walnut Street Crossing: Complete May 2014
8. Main/Summit Street Crossing: Complete May 2014



Figure 1. Looking East Along Southeast Ramp



Figure 2. Main Street Bridge



Figure 3. Looking East from Bridge



Figure 4. Looking West from Bridge



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Farmersville Economic Development Corporation  
Financial Report

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

**March 2014**

**Prepared by: Daphne Hamlin**

**Farmersville Economic Development Corp 4A**  
**March 2014**

<b>Statement Balance 3-1-2014</b>	<b>\$200,602.48</b>
<b>Deposits:</b>	
<b>Sales Tax:</b>	<b>\$15,596.41</b>
<b>Cking Int .05%</b>	<b>\$8.40</b>
<b>CD Interest</b>	<b>\$67.12</b>
<b>Transfer to Texpool</b>	
<b>Transfer from Texpool</b>	<b>\$-</b>
<b>Checks 1098-1099,1101-1102</b>	<b><u>\$(36,811.00)</u></b>
<b>Statement balance 3-31-14</b>	<b>\$179,463.41</b>

**Outstanding Transactions**

<b>Sales Tax</b>	
<b>Transfer to Texpool</b>	
<b>CD Interest</b>	
<b>Checks 1100</b>	<b>\$(500.00)</b>

<b>Balance 4-4-2014</b>	<b><u><u>\$178,963.41</u></u></b>
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Farmersville Economic Development Corporation  
Cumulative Income Statement  
For the 12 Months Ended, September 30, 2014

	FY 2014	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance														
Deposits		\$145,798.94	\$160,436.50	\$182,136.79	\$200,540.72	\$178,678.30	\$200,602.48							
Sales Tax Collections	\$160,000.00	\$21,637.54	\$21,587.41	\$18,324.23	\$13,763.51	\$21,842.95	\$15,596.41							\$-
Interest Income cking	\$1,100.00	\$7.28	\$6.72	\$7.78	\$8.08	\$6.91	\$8.40							\$112,752.05
Transfer from Texpool to First Bank														\$45.15
Transfer funds to CD														\$-
Transfer to Texpool														\$-
CD Interest Earned		\$102.74	\$106.16	\$71.92	\$74.32	\$74.32	\$67.12							\$-
Total Revenue	\$161,100.00	\$167,546.50	\$182,136.79	\$200,540.72	\$214,386.61	\$200,602.48	\$216,274.41	\$-	\$-	\$0.00	\$-	\$-	\$-	\$496.58
Expenses:														\$113,293.78
Administration	\$1,000.00													\$-
Meeting Expenses	\$1,000.00	\$-												\$-
Dues/School/Travel	\$500.00													\$-
Office Supplies	\$200.00													\$-
Marketing/Promotion Expenses														\$-
Marketing/Promotion Expenses/Advertising	\$7,110.00	\$7,110.00												\$-
Colin College Sponsorship	\$7,500.00			\$7,500.00										\$7,110.00
Small Business Entrepreneurship Conf	\$500.00						\$500.00							\$7,500.00
Legal Service	\$2,500.00													\$-
Farmersville Chamber	\$1,000.00						\$1,000.00							\$1,000.00
Farmersville Rotary	\$500.00						\$500.00							\$500.00
Total Expenditures	\$21,810.00	\$7,110.00	\$-	\$-	\$7,500.00	\$-	\$2,000.00	\$-	\$-	\$-	\$-	\$-	\$-	\$16,110.00
Directive Business Incentives														\$-
Colin College Project(sewer/street/electric)	\$100,000.00													\$-
NTMWD Regional WW Treatment	\$150,000.00													\$-
Electrical Study	\$125,000.00													\$28,208.31
Facade Grant Program	\$50,000.00				\$28,208.31		\$35,311.00							\$35,311.00
Total Development Cost	\$425,000.00			\$-	\$28,208.31	\$-	\$35,311.00	\$-	\$-	\$-	\$-	\$-	\$-	\$63,619.31
Total Expenditures	\$446,810.00	\$7,110.00	\$-	\$-	\$36,708.31	\$-	\$37,311.00	\$-	\$-	\$-	\$-	\$-	\$-	\$79,629.31
Revenue vs Expenditures	(\$285,710)													\$-
From Reserves	\$285,710.00													\$-
Balance Budget	\$-													\$-
Total Expenditures														\$-
Ending Bank Balance		\$160,436.50	\$182,136.79	\$200,540.72	\$178,678.30	\$200,602.48	\$178,963.41							\$79,629.31
CD Investment	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00							\$-
Texpool Balance	\$366,517.59	\$366,517.59	\$366,531.07	\$366,542.62	\$366,551.14	\$366,569.13	\$366,568.45							
Interest Earned		\$15.52	\$13.48	\$11.55	\$8.52	\$7.99	\$9.32							
Total Available Funds		\$776,954.09	\$788,667.86	\$817,083.34	\$795,228.44	\$817,161.61	\$786,631.86	\$-	\$-	\$-	\$-	\$-	\$-	\$-





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Farmersville Community Development Corporation  
Financial Report

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

**March 2014**

**Prepared by: Daphne Hamlin**

**Farmersville Community Development Corp 4B**  
**March 2014**

<b>Statement Balance 3-1-2014</b>	<b>\$119,354.58</b>
<b>Deposits:</b>	
<b>Sales Tax:</b>	<b>\$15,596.41</b>
<b>Cking Int .05%</b>	<b>\$3.21</b>
<b>Stop payment Fee</b>	
<b>Transfer to Texpool</b>	
<b>Transfer from Texpool</b>	<b>\$-</b>
<b>Checks 2205,2208-2201,2214-2218</b>	<b><u>\$(79,184.59)</u></b>
<b>Statement balance 3-31-2014</b>	<b>\$55,769.61</b>

**Outstanding Transactions**

<b>Sales Tax</b>	
<b>Transfer to Texpool</b>	
<b>CD Interest</b>	
<b>Checks 2219-2223</b>	<b>\$(5,197.10)</b>

<b>Balance 4-4-2014</b>	<b><u><u>\$50,572.51</u></u></b>
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Farmersville Community Development Corporation  
Cummulative Income Statement  
For the Fiscal Year Ended, September 30, 2014

04/03/2014

FY2014	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
Budget														
Revenue:														
Sales Tax Collections	\$21,638	\$21,574	\$18,324	\$13,763	\$21,843	\$15,596							\$112,738	61.27%
Interest Income	4	5	4	4	4	3							24	
Reimbursement for Marketing														
Refund Boundary Solutions														
Reimbursement for Main Street Mgr.														
Transfer from TEXPOOL/or cash in bank														
<b>Total Revenue</b>	<b>\$21,642</b>	<b>\$21,579</b>	<b>\$18,328</b>	<b>\$13,767</b>	<b>\$21,847</b>	<b>\$15,600</b>	<b>\$-</b>	<b>\$-</b>	<b>\$0</b>	<b>\$0</b>	<b>\$-</b>	<b>\$0.00</b>	<b>\$112,762</b>	<b>61.28%</b>
Expenses:														
Main Street:														
Salary	57,455	962	1148	1000	780	197							57,455	88.39%
Supplies	184												4,271	
<b>Total Main Street</b>	<b>57,639</b>	<b>962</b>	<b>1,148</b>	<b>1,000</b>	<b>780</b>	<b>\$197</b>	<b>\$-</b>	<b>\$-</b>	<b>\$0</b>	<b>\$0</b>	<b>\$-</b>	<b>\$-</b>	<b>\$61,726</b>	<b>94.96%</b>
Miscellaneous														
Marketing Program	15,000												15,000	0.00%
Reimburse city for accounting														100.00%
Chaparral Trail Improvements						60,000							60,000	0.00%
Collin College Scholarship sponsorship				2,500									2,500	100.00%
Chamber of Commerce						5,000							5,000	100.00%
May Taxes						771							771	96.35%
Christmas Activities		143		3,512									4,000	100.00%
Land Purchase				4,998									9,996	49.98%
Fire Works	4,998													0.00%
Flag Pole Installation														0.00%
Splashpad Improvements														0.00%
Historical Marker for Post Office														0.00%
Bain Honaker House Restoration														0.00%
National Register District Project				5,000										100.00%
Police 4 Wheeler														0.00%
Chaparral Trail Kiosks				4,500									5,000	100.00%
<b>Total Expenses</b>	<b>77,637</b>	<b>\$1,105</b>	<b>\$1,493</b>	<b>\$21,510</b>	<b>\$780</b>	<b>\$79,968</b>	<b>\$-</b>	<b>\$-</b>	<b>\$0</b>	<b>\$0</b>	<b>\$-</b>	<b>\$-</b>	<b>\$177,992</b>	<b>80.98%</b>
<b>Excess Revenue Over Expenses</b>	<b>(55,995)</b>	<b>20,474</b>	<b>16,835</b>	<b>(7,743)</b>	<b>21,067</b>	<b>(64,368)</b>								

Farmersville Community Development Corporation  
Financial Statement  
For the Fiscal Year Ended September 30, 2014

	October	November	December	January	February	March	April	May	June	July	August	September
<b>Beginning Bank Balance</b>	<b>120,292.64</b>	<b>\$64,297.43</b>	<b>\$84,782.07</b>	<b>\$101,616.47</b>	<b>\$ 93,874.33</b>	<b>\$114,940.80</b>						
<b>Deposits:</b>												
Sales tax deposits	21,637.54	21,587.41	\$18,324.23	13,763.51	21,842.95	\$15,596.41						
Interest income-bank	4.03	2.76	\$3.67	4.09	3.80	\$3.21						
Transfer to TexPool												
Transfer From Texpool to First Bank												
Refund from Boudnary Solutions												
Reimbursement for Marketing												
Reimbursement for Main Street Mgr.												
Adjusting Entry												
<b>Total Revenues</b>	<b>141,934.21</b>	<b>85,887.60</b>	<b>103,109.97</b>	<b>115,384.07</b>	<b>115,721.08</b>	<b>130,540.42</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-</b>	<b>\$ -</b>
<b>Disbursements:</b>												
Main Street Salary	\$ 57,454.80											
Miscellaneous												
Main Street Supplies	\$ 184.00	\$ 962.44	\$ 1,148.50	\$ 989.58	\$ 780.28	\$ 197.10						
Marketing Program	\$ 15,000.00											
Reimburse city for accounting												
Chaparral Trail Improvements				\$ 2,500.00		\$ 60,000.00						
Collin College Scholarship sponsorship						\$ 5,000.00						
Chamber of Commerce						\$ 770.81						
May Taxes		\$ 143.09	\$ 345.00	\$ 3,512.00								
Christmas Activities				\$ 4,988.18								
Land Purchase	\$ 4,988.18											
Fire Works												
Flag Pole Installation												
Splashpad Improvements												
Historical Marker for Post Office												
Bain Honaker House Restoration				\$ 5,000.00								
National Register District Project												
Chaparral Trail Kiosks						\$ 14,000.00						
Police 4 wheeler				\$ 4,500.00								
<b>Total Expenses</b>	<b>77,636.78</b>	<b>1,105.53</b>	<b>\$ 1,493.50</b>	<b>\$ 21,509.74</b>	<b>\$780.28</b>	<b>\$79,967.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Ending Bank Balance</b>	<b>64,297.43</b>	<b>84,782.07</b>	<b>101,616.47</b>	<b>93,874.33</b>	<b>114,940.80</b>	<b>50,572.51</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TEXPOOL Balance</b>	<b>84,812.28</b>	<b>\$84,815.37</b>	<b>\$84,818.07</b>	<b>\$84,820.07</b>	<b>\$84,821.91</b>	<b>\$84,824.12</b>						
<b>Interest Income-TEXPOOL</b>	<b>\$ 3.58</b>	<b>\$ 3.09</b>	<b>\$ 2.70</b>	<b>\$ 2.00</b>	<b>\$ 1.84</b>	<b>\$ 2.21</b>						
<b>Total Available Funds</b>	<b>149,109.71</b>	<b>169,597.44</b>	<b>186,434.54</b>	<b>178,694.40</b>	<b>199,762.71</b>	<b>135,396.63</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Signed:



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Planning & Zoning Minutes

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

Electronic minutes are found at the following link:

[http://www.farmersvilletx.com/government/agendas\\_and\\_minutes/planning\\_and\\_zoning/index.jsp](http://www.farmersvilletx.com/government/agendas_and_minutes/planning_and_zoning/index.jsp)



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Sign Board of Appeals Minutes

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

Electronic minutes are found at the following link:

[http://www.farmersvilletx.com/government/agendas\\_and\\_minutes/planning\\_and\\_zoning/index.jsp](http://www.farmersvilletx.com/government/agendas_and_minutes/planning_and_zoning/index.jsp)



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Capital Improvements Advisory Commission Minutes

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

Electronic minutes are found at the following link:

[http://www.farmersvilletx.com/government/agendas\\_and\\_minutes/planning\\_and\\_zoning/index.jsp](http://www.farmersvilletx.com/government/agendas_and_minutes/planning_and_zoning/index.jsp)





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Farmersville Community Development Corporation Meeting Minutes

Electronic minutes are found at the following link:

[http://www.farmersvilletx.com/government/agendas\\_and\\_minutes/community\\_development/index.jsp](http://www.farmersvilletx.com/government/agendas_and_minutes/community_development/index.jsp)

**FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)**  
**MINUTES March 10, 2014**

**CALL TO ORDER, ROLL CALL AND RECOGNITION OF VISITORS**

The Farmersville Community Development Corporation Board met on March 10, 2014 in the City Council Chambers at City Hall. President Leaca Caspari convened the meeting at 5:45 p.m. and announced that a quorum was present after roll call. The following board members were present: Leaca Caspari, Donna Williams, Paul Kelly, Dick Seward, and Barbara Stooksberry. Absent: David Ketcher. President Caspari welcomed Main Street Manager Adah Leah Wolf, and guests Matthew Terraro, Bryan Williams, Bill Daniel, Janis May, and Charlie Whitaker.

**CONSIDER FOR APPROVAL JANUARY 13, 2014 MEETING MINUTES**

Paul Kelly motioned to accept the January 13, 2014 minutes with one correction, with Donna Williams seconding the motion, which passed the full Board as corrected.

**CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT**

Paul Kelly motioned to accept the checks as presented for payment, with Donna Williams seconding the motion, which passed the full Board.

**CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR JANUARY AND FEBRUARY 2014 AND REQUIRED BUDGET AMENDMENTS**

Paul Kelly motioned to accept the Financial Statements for January and February as presented, with Dick Seward seconding the motion, which passed the full Board.

**UPDATE FROM FARMERSVILLE HERITAGE MUSEUM BOARD**

Bill Daniel presented an update with assistance from Janis May and Charlie Whitaker. Preliminary construction drawings prepared by Eddy Daniel, and renderings prepared by Chase Daniel were shown to the 4B Board. A summary of the museum's purpose, board members, and progress to date was given. 4B had contributed \$5,000 in FY 2012, and \$20,000 in FY 2013. Expenses have totaled approximately \$10,500 to date, and have included conceptual drawings, historic tin and lumber, supplies, a survey and administration and training. The current balance is \$14, 464. A summary of the museum's sustainability plan was also presented. The museum's board thanked the 4B board for their support, and indicated they will be coming back with future updates.

**DISCUSSION REGARDING FISCAL YEAR 2015 BUDGET PROCESS**

Chairman Caspari reminded the board that we are ready to begin considering budget requests for FY 2015; a budget request form was included in the packet. A budget worksheet will be provided for the next board meeting for preliminary discussions.

**MONTHLY MAIN STREET PROGRAM UPDATE—ADAH LEAH WOLF**

Main Street Manager Adah Leah Wolf provided a written monthly report for January and February and highlighted the following: A new merchant, Marcus Rhodes will be opening a vapor shop at 142 S. Main Street. 125 S. Main and 111 McKinney Street as well as the Curves franchise are still for sale. Renovations continue on 129 McKinney Street, and renovations are nearly complete for 100 McKinney Street. Audie Murphy movie poster banners were hung on the front of the old Cornes Theater building. Plans are in place for a "Chalk the Walk" event on April 5. A Herb Ellis Jazz event is planned for March 21, 2015; the Main Street board will request funds from 4B for this event. Large events recently hosted in

town were a Cadency Cyclery bike ride, and the NETT quarterly meeting. A comparison photo from 1970 to today was taken by photographer Jack Smith. Progress on the National Register District nomination continues: the building descriptions are approximately 30% complete (assistance is being provided by Guy Giersch on these), and the building histories are approximately 10% complete. There are about 75 properties in the defined area, with 67 of them considered “contributing” properties.

**CITY MANAGER REPORT—BEN WHITE**

No report presented.

**DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS**

The next meeting will be on April 14.

**ADJOURNMENT**

There being no further business, President Caspari adjourned the meeting at 6:37 PM.

Signatures:

---

Leaca Caspari, President

---

Barbara Stooksberry, Secretary



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Farmersville Economic Development Corporation Meeting Minutes

- Minutes were not available at time of Council packet

Electronic minutes are found at the following link:

[http://www.farmersvilletx.com/government/agendas\\_and\\_minutes/economic\\_development/index.jsp](http://www.farmersvilletx.com/government/agendas_and_minutes/economic_development/index.jsp)



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Parks Board Minutes

- Minutes were not available at time of Council packet.

Electronic minutes are found at the following link:

[http://www.farmersvilletx.com/government/agendas\\_and\\_minutes/parks\\_and\\_recreation\\_board\\_meetings.jsp](http://www.farmersvilletx.com/government/agendas_and_minutes/parks_and_recreation_board_meetings.jsp)



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Main Street Board Minutes

Electronic minutes are found at the following link:

[http://www.farmersvilletx.com/government/agendas\\_and\\_minutes/main\\_street\\_board/index.jsp](http://www.farmersvilletx.com/government/agendas_and_minutes/main_street_board/index.jsp)

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

The meeting was brought to order at 5:16 PM by Andy Washam. Present were Main Street Manager, Adah Leah Wolf, and board members Andy Washam, Matt Busby, Bryan Williams, and Leaca Caspari. Also present was City Manager Ben White.

**Consider for approval February 18, 2014 Meeting Minutes:**

Matt Busby made a motion to approve the minutes as written; Bryan Williams seconded the motion. The motion passed.

**Consider for approval February 2014 Financial Statements:**

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

**Chalk the Walk Event**

Event planning is well underway. Two judges and prizes are still needed. Andy has spoken to several merchants about participating. Merchants may chalk on Friday if it is more convenient for them.

**Herb Ellis Event**

Adah Leah has sent a letter to two persons named Mitch Ellis in Los Angeles (one possibly Herb Ellis' son) hoping to contact family members. Gibson guitar is no longer making the Herb Ellis guitar. Ben White spoke to Doris Williams about the event and possibly using her location at 101 Candy Street. Leaca will speak to Janis May to see if she would be interested in helping with the event; also her building might be a potential location. Subcommittee meeting will be held when Sarah is in town. We will want to consider inviting family representative to attend with possible donation of air miles. Ben to invite Jim Cullum's band to play for the event when he is in San Antonio in May. Plan is to come to 4B in May to request budget item for festival.

**Coupon Pages**

One page coupon sheet for downtown restaurants is nearly complete (draft distributed). We will include the coupons in the Chalk the Walk packets.

**Mural Discussion**

Adah Leah researched information on restoring ghost signs and encouraged city to consider the restoration of the Rike drug sign painting. The Main Street program of Butte Montana has been actively restoring their ghost signs and have a good website for reference. At an opportune time we will discuss ghost sign restoration on 101 McKinney Street building with building owner Cal Lamkin.

**Main Street Managers Report**

The Main Street Manager presented a written monthly report for February and also reported the following: A Shop Local roundtable event organized by the Texas Downtown Association is scheduled for April 22 in Paris, TX and would be a good event for our downtown merchants to attend. Leaca and Andy attended the Collin College sponsorship gala event on Feb. 22. The French Bunny owners provided the style show at the Farmersville Historical Society's annual luncheon on Feb. 22. The Audie Murphy Day Committee has a speaker lined up as well as kitchen coordinators; a parade chairman is still needed. The Museum board has its preliminary construction plans. April 12 will be Rotary's 3<sup>rd</sup> annual Easter Egg hunt at the City Park. Bryan and Donna Williams will be soon be moving their shop into their restored location at 100 McKinney Street. Ellee's Eatery has closed. Soon to open will be "Ye old Vapor Shop" at 142 S. Main-Marcus Rhodes is the new business owner. The bridal event will not work for this year, but may be reconsidered for next year. The next Chamber luncheon will include a tour of the Collin County Courthouse, on March 26. The downtown merchants get together this month will be on March 20 at Main Street Antiques, with Doris Williams and Jennifer Jiles hosting.

**Discussion of placing items on future agendas:**

The next meeting will be held on Tuesday, April 15, at 5:15 PM. Agenda items to include window display for 119 S. Main, and 111 McKinney Street, as well as possible upstairs silhouettes for other locations.

**Adjournment:** With no further business to discuss, the meeting was adjourned by Andy Washam at 6:18 PM.





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Main Street Report

Main Street Report is attached.



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



**ORGANIZATION:**

10	4B Board meeting. The Farmersville Heritage Museum Board presented an update.
5,12,19,26	Manager attends city staff meetings.
18	Main Street Board meeting: Further progress on "Chalk the Walk" event, Herb Ellis jazz event, and downtown coupons.
20, 24	Farmersville Heritage Museum Board meetings: the IRS responded to our application for nonprofit status with a request for further information, which has now been submitted.
25	Manager attends City Council meeting.
28	Manager interviews Mary Tate, Masters' candidate in Historical Preservation, for assistance in completing National Register Nomination.

**PROMOTION:**

1	Farmers & Fleas Market
17	E Newsletter sent to downtowners via Constant Contact to update about upcoming events.
22	25 goodie bags were made for out of town group meeting at the Civic Center (Senate District Conference)
	Upcoming Chalk the Walk event planned for April 5 has been publicized via fliers, advertising, press releases, website, etc.
26	Audie Murphy Day planning meeting. Veterans Cap ideas were discussed. Audie Murphy merchandise basket donated to Chamber for annual auction.
26	Bess Eitel assists with Farmers & Fleas scheduling.
26	Marketing Committee meeting: Promotional give away items were ordered: goodie bags, post it notes, pens, and seed packets. Discussion of refreshing billboards, and adding mobile version option to website.
	Spinistry.Com is planning a bike ride on the Chaparral Trail for May 3, and has listed the city of Farmersville as a sponsor. They expect approximately 400 riders.
27	Herb Ellis event planning committee meeting. Event is planned for March 21, 2015.
	"Shop Downtown" sign relocated from Gotcher and Main to Farmersville Parkway and Main Streets
	Austin's Cleaners was nominated for a Collin County Historical Commission Preservation Award
28	Farmers & Fleas Market press releases sent out, advertising ordered.
29, 30	Two large events were held at the Onion Shed this weekend- one for the Heavenly Hooves organization, and a fundraiser for the Kenny Davis family.

**DESIGN:**

	Renovations continue on Doug Laube's building (129 McKinney Street)
	Renovations to 100 McKinney Street have been completed. Red Door Antiques to occupy the space soon.
	Renovations to the back first floor area of 206 McKinney Street have been completed by owner Sarah Jackson-Butler.
	Recreational vehicle owned by Mickey Davison has been moved to the rear of this property (135 S. Main)
	Headquarters for Hair had a new roof installed this month. (123 McKinney Street)

**ECONOMIC RESTRUCTURING:**

	New shop at 142 S. Main is nearly open: Ye Old Vapor Shoppe. Owner is Marcus Rhodes.
	Ellee's Eatery and Antiques owned by Tammy Fording has closed (106 McKinney Street) and the building owner Betty Smith has the building listed for sale.
20	Chamber "Earlyville" meeting, hosted by Independent Bank
20	Downtown Merchants meeting, hosted by Doris Williams at Main Street Antiques
	Ellee's Eatery and Antiques has closed. The owner of the building has it listed for sale.
	Shop WagJack has doubled its sales area by expanding into the back area. (206 McKinney Street)

Approximately 115 volunteer hours were donated this month.



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Building & Property Standards Commission Minutes

Electronic minutes are found at the following link:

[http://71.6.142.67/revize/farmersville/government/agendas\\_and\\_minutes/building\\_and\\_property\\_standards\\_meetings.jsp](http://71.6.142.67/revize/farmersville/government/agendas_and_minutes/building_and_property_standards_meetings.jsp)

FARMERSVILLE BUILDING AND PROPERTY STANDARDS COMMISSION  
MEETING MINUTES  
MARCH 13, 2014

The Farmersville Building and Property Standards Commission met in a special called session on March 13, 2014 at 6:00 p.m. in the Council Chambers at City Hall with the following members present: Andrew Washam, Rafiq Huddleston, Patti Ford and Chairman Leaca Caspari. Member absent was Autumn Barton. Staff members present were Code Enforcement Officer Karen Dixon, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison Michael Carr was not present.

CALL TO ORDER, ROLL CALL

Chairman Leaca Caspari called the meeting to order. City Secretary Edie Sims called the roll and announced a quorum was present. Edie Sims presented the invocation and the Pledge of Allegiance.

PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A PROPERTY VIOLATION OF CHAPTER 4, SECTION 4.110 AT 603 MAPLE STREET, BLOCK 1, LOT 1A, GRAHAM (CFR) [FARMERSVILLE ORIGINAL], PROPERTY ID 1233347 – COLLIN DEED RECORDS 00-0042592/4656-1160

Chairman Leaca Caspari opened the Public Hearing at 6:03pm. Chairman Caspari requested Code Enforcement Officer Karen Dixon to offer information regarding the property. Ms. Dixon stated she has attempted contact with the property owner for several months. With no reply or response from the property owner, a Search Warrant was attained and an inspection of the structure was made. Upon final inspection, the structure was noted to have exposed electrical wiring at the meter base; broken windows, exposed electrical at the south end of the house; rotten siding; damaged roof that is falling in; no power; no plumbing; foundation is not secure. The Building Inspector stated the house is not habitable. Ms. Dixon also informed the Commission of large amounts of debris on the property.

The property owner lives next door to the property in question. Numerous attempts were made to communicate with the property owner. Three extensions were offered to the owner to communicate with Ms. Dixon. A Final Notice was issued and two more extensions were offered before bringing this issue before the Building and Property Standards Commission.

Property owner Armando Rivera, residing at 607 Maple, came forth stating he works out of town during the week and is only available on the weekends. He stated he plans to repair the home. During his absence, he sent his son to ask permitting questions at City Hall. He understood no permits were required. Mr. Rivera has the materials to repair the structure and wants to make the house habitable. Mr. Rivera stated he would need three (3) months to complete and would prefer starting the first of next month. His current job will be completed by the end of March and he will then be available to focus on the property at 603 Maple.

Chairman Caspari asked for anyone else to speak for or against this property. With no one else coming forward, Chairman Caspari closed the Public Hearing at 6:15pm.

CONSIDER, DISCUSS AND ACT UPON APPROVING MINUTES FROM THE JULY 11, 2013 BUILDING & PROPERTY STANDARDS COMMISSION MEETING

This item was tabled as the minutes were not in the packet.

CONSIDER, DISCUSS AND ACT UPON VIOLATIONS OF CHAPTER 4, SECTION 4.110 OF THE CITY'S CODE OF ORDINANCES REGARDING THE PROPERTY AND STRUCTURE(S) SITUATED AT 603 MAPLE, BLOCK 1, LOT 1A, GRAHAM (CFR), PROPERTY ID 1233347 – COLLIN DEED RECORDS VOLUME/PAGE 00-0042592/4656-1160

Chairman Caspari opened the discussion with the Commission stating she felt it was good to work with the property owners and reminding the Commission of the ultimate goal to have these structures habitable or removed for the betterment of Farmersville.

Since Mr. Rivera has expressed his desire to rehabilitate the property, the Commission will need to set a time table and make sure Mr. Rivera understands the Commission's expectations. Chairman Caspari suggested Mr. Rivera acquire all permitting requirements through Ms. Jackson at City Hall and have a permit and progress report in a month's time.

Karen Dixon requested the house be secured by having the doors and windows secured from entry and to be allowed to check weekly that work is progressing when the permit is allowed. Rafiqa Huddleston disagreed stating having the Code Enforcement Officer present will make the workers uncomfortable and thereby not doing as good a job. Checking on the property every two weeks would be sufficient.

City Attorney Alan Lathrom suggested the Commission offer 30 days to pull a permit and bring the plans and time schedule back to the Commission. This information will be informative for the Commission to then state the length of time to complete the job.

Chairman Caspari received concurrence to have the property posted for no admittance and have the doors and windows sealed and no work is to be performed until permits have been issued.

Andy Washam motioned to allow the property owner to secure the property immediately by locking all doors and windows and posting notice on the property as no admittance; within 14 days meet with the City regarding permits; within 30 days obtain necessary permits for the repair of the structure; and appear before the Board at its April meeting with a plan for the repair and rehabilitation of the property with Patti Ford seconding the motion. Motion carried unanimously.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

- The Code Enforcement Officer will be presenting 116 Woodard to the Commission at the April meeting.

ADJOURNMENT

The Building and Property Standards Commission adjourned at 6:33pm.

APPROVED

ATTEST

\_\_\_\_\_  
Leaca Caspari, Chairman

\_\_\_\_\_  
Rafiqa Huddleston, Secretary



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – TIRZ Board Minutes

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

Electronic minutes are found at the following link:

[http://71.6.142.67/revize/farmersville/government/agendas\\_and\\_minutes/other\\_boards\\_and\\_committees.jsp#revize\\_document\\_center\\_rz305](http://71.6.142.67/revize/farmersville/government/agendas_and_minutes/other_boards_and_committees.jsp#revize_document_center_rz305)

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Library/Civic Center Board Minutes

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

Electronic minutes are found at the following link:

[http://71.6.142.67/revize/farmersville/government/agendas and minutes/library civic center board.jsp](http://71.6.142.67/revize/farmersville/government/agendas%20and%20minutes/library%20civic%20center%20board.jsp)



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – Farmersville Public Housing Authority Report

- Documentation is attached from the March 25, 2014 meeting.

Electronic agendas are found at the following link:

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



- A. Call to Order & Declaration of a Quorum
- B. Invocation and Pledges
- C. Approval of Minutes: Approve Meeting Minutes for December 2013
- D. TCOG Executive Director's Comments
- E. Public Housing Director's Report
- F. Consent
  - All items on Consent Agenda are considered to be routine by the Texoma Housing Partners' Board and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.
  - 1. **November, December 2013; January 2014 Liabilities:** Authorize the Secretary/Treasurer to make payments in the amounts as listed.  
Stacey Sloan, Finance Director - page 2
- G. Action
  - 1. **THP FYE 3/31/14 Write-Offs:** Authorize the write off of tenant accounts receivable for FYE 3/31/13  
Susan Ensley, Program Manager - page 20
  - 2. **THP Meadows Note Renewal:** Approve renewal of note with Chase Bank for the Meadows  
Stacey Sloan, Finance Director - page 23
  - 3. **THP Budget Amendment:** Authorize an amendment to the FYE 3/31/15 Operating Budget  
Allison Minton, Client Services Director - page 24
  - 4. **THP FYE 2013 Budget Status Update:** Accept recommendation, if any, regarding FYE 2013 budget  
Stacey Sloan, Finance Director - page 26
- H. Citizens to be Heard
- I. Adjourn

MINUTES OF THE MEETING OF THE  
TEXOMA HOUSING PARTNERS  
BOARD OF COMMISSIONERS  
DECEMBER 17, 2013

Members Present: Betty Childress (Van Alstyne); Marty Burke (Celeste); Cecil Jones (Ladonia); Sherry Howard (Tom Bean); Loretta Oliver (Windom); Charlene Robinson (Tioga); Donal Gilstrap (Howe); Pam Glass (Princeton); JoAnne Duevel (Bells); Glenn Lee (Honey Grove); Lori Clayton (Bonham); JoAnn Duncan (Trenton)

Staff Present: Allison Minton, Stacey Sloan, Susan Ensley, Gary Edwards, Susie Harper, Jan Knight

- A. Chairperson Childress called the meeting to order and a quorum was declared of the Board of Commissioners at 5:30 P.M.
- B. Invocation and Pledges.
- C. A motion was made by Cecil Jones to approve the minutes of the meeting of August 14, 2013. The motion was seconded by Glenn Lee. Motion carried.
- D. Public Housing Director's Report: Allison Minton discussed the construction of the new maintenance facility and introduced TCOG's new Finance Director, Stacey Sloan.
- E. A motion was made by Cecil Jones to approve the Consent items. This motion was seconded by Charlene Robinson. Motion carried.
- F. Action
  - 1. A motion was made by Charlene Robinson to approve the FYE 3/31/15 Operating Budget. The motion was seconded by JoAnn Duncan. Motion carried.
  - 2. No action was taken to accept recommendation, if any regarding the fiscal year ending 2013 budget. Adjourned by Chairperson Childress at 6:40 P.M.
- G. Adjourned by Chairperson Childress at 6:15 P.M.

Texoma Housing Partners  
Balance Sheet  
As of 1/31/2014  
(In Whole Numbers)

	<u>Current Year</u>
Assets	
Current Assets	
Cash - THP General Unrestricted	342,800
Cash - THP Savings Account	1,302,873
Certificates of Deposit	95,581
Prepaid Expenses	38,850
Receivables - Tenants	4,755
Receivables - Other	263
Receivables - Notes	822,340
Total Current Assets	<u>2,607,463</u>
Fixed Assets	8,962,891
Total Assets	<u><u>11,570,355</u></u>
Liabilities	
Current Liabilities	
Accounts Payable Clearing	17,562
Accounts Payable	297
Deferred Revenue	1,800
Prepaid Tenant Rents	4,173
Tenant's Security Deposits	45,655
Total Current Liabilities	<u>69,487</u>
Long-term Liabilities	1,011,404
Total Liabilities	<u><u>1,080,891</u></u>
Equity	
Beginning Balance	10,458,453
Year to Date	51,751
Total Equity	<u><u>10,510,204</u></u>
Total Liabilities and Equity	<u><u>11,591,095</u></u>

Texoma Housing Partners  
Check/Voucher Register  
1110 - Cash - THP General Unrestricted  
From 11/1/2013 Through 11/30/2013

Vendor	Check	Transaction Description	Amount
ADAIR, HOWELL JOHN	37713	INV SAVOY,WW	855.00
ADAIR, HOWELL JOHN	37791	INV 005PT	425.00
ALSOBROOK, GINA RENE	37793	RESIDENT STIPEND VAN ALSTYNE	75.00
AMERIPOWER	37659	ACCT 1303290017	9,003.90
ARMSTRONG, BRENDA	37758	negative rent	18.00
ARRIAGA, ALEXIS	37709	REFUND OF SECUIRTY DEPOSIT	75.00
ATMOS ENERGY COMPANY	37647	ACCT 3027053919	54.79
ATMOS ENERGY COMPANY	37648	CUSTOMER # 302148572	36.28
ATMOS ENERGY COMPANY	37649	CUSTOMER 3039822271	41.44
ATMOS ENERGY COMPANY	37650	UTILITES GUNTER #4000136290	53.53
ATMOS ENERGY COMPANY	37732	UTILITIES HOW 4002645709	40.87
ATMOS ENERGY COMPANY	37733	UTILITIES VAN ALSTYNE #4001232451	34.82
ATTERTON, BRITTANY	37765	negative rent	16.00
BAKER DISTRIBUTING LLC	37668	CUST 413255	721.00
BATMAN, ANNA	37761	negative rent	32.00
BENJAMIN, SHIRHONDA	37740	negative rent	22.00
BONHAM QUICK LUBE (B-QUICK INC.)	37670	MAINTENANCE MATERIALS	165.00
BRAY, JOSH / SANITATION SOLUTIONS	37694	INV 3AX00029	353.80
BROWN, FONDA	37769	negative rent	32.00
BROWN, SHANBRICCA	37734	negaive rent	32.00
BUCHHORN, NORMA	37724	INV 11052013	325.00
BUCHHORN, NORMA	37795	INV 10092013	365.00
BUFKIN, KAYLEA	37764	energy assistance	27.00
CABLE ONE	37642	ACCT 23404505518026	126.39
CABLE ONE	37774	ACCT 23404 415433 01 7	100.95
CALDWELL COUNTRY FORD	37657	MAINTENANCE TRUCK	28,441.00
CALDWELL, AMBER	37739	negative rent	58.00
CARPENTER, QUENTIN	37710	RESIDENT STIPEND	150.00
CITY OF CELESTE	37641	WATER BILLS	1,580.60
CITY OF GUNTER	37679	UTILITES GUNTER #000137	751.85
CITY OF HONEY GROVE	37639	WATER BILLS	2,430.23
CITY OF HOWE	37728	UTILITIES HOW 0217	1,700.08
CITY OF HOWE	37729	UTILITIES HOWE 3069	775.28
CITY OF LADONIA	37689	WATER BILLS	1,628.00

Texoma Housing Partners  
Check/Voucher Register  
1110 - Cash - THP General Unrestricted  
From 11/1/2013 Through 11/30/2013

Vendor	Check	Transaction Description	Amount
CITY OF LADONIA	37681	LADONIA SECURITY	400.00
CITY OF TIOGA	37654	UTILITIES TIOG 26631	357.47
CITY OF TOM BEAN	37640	WATER BILLS	700.44
CITY OF WHITEWRIGHT	37638	WATER BILLS	2,337.38
CITY OF WINDOM	37687	WATER BILLS	330.44
CLARK, JENNIFER	37738	negative rent	23.00
COLE, SARAH	37760	negative rent	68.00
COMMUNICATIONS NETWORK INC.	37697	INV 1311AO3410	334.52
COMPTON, LASHONDA	37741	negative rent	94.00
COOPER, LUZ	37746	negative rent	32.00
CUBA, DOROTHY	37751	negative rent	36.00
CUBA, TAKYMBERLY	37762	negative rent	21.00
DEALERS ELECTRICAL SUPPLY	37684	inv 1359736 359737 1360865	177.21
DENNIS, JUANITA	37735	negative rent	18.00
DON III, L.L.C	37792	INV CG301719 1720	300.00
DON III, L.L.C	37792	INV CG301743 1621 1546	2,109.89
DOTSON, MARIE	37742	negative rent	23.00
ENSLEY, SUSAN	37686	TRAVEL EXPENSE	390.92
ERWIN, BRIAN KIETH	37655	INV 1179	365.00
ERWIN, BRIAN KIETH	37707	inv 1180	530.00
ERWIN, BRIAN KIETH	37788	INV 1181	430.00
ERWIN, BRIAN KIETH	37789	INV 1182	100.00
ESTATE OF TERESA WILSON	37725	REFUND OF SECURITY DEPOSIT	41.00
EXTREME GRAPHICS	37661	T-SHIRTS	132.00
EXXON MOBIL	37775	act 7187 8592 0494 7559	3,601.80
FARMERSVILLE GRAIN & HARDWARE	37677	MAINTENANCE MATERIALS	100.96
FEDERAL EXPRESS	37730	shipping	29.57
FIELDS, HEATHER	37749	negative rent	68.00
FINNEY, CRYSTAL	37744	negative rent	23.00
FINNEY, PERSEPHANIE	37763	negative rent	23.00
FIX AND FEED	37699	MAINTENANCE MATERIALS	3,409.36
GARCIA, DIANE	37768	negative rent	82.00
GILMORE, SHERRIE	37719	NEGATIVE RENT NOVEMBER 2013	22.00
GOINS LUMBER CO. INC	37667	ACCT 20015	7.81
GONZALES, MONIQUE	37748	negative rent	23.00
GUFFEE, LORETTA	37756	negative rent	16.00

Texoma Housing Partners  
Check/Voucher Register  
1110 - Cash - THP General Unrestricted  
From 11/1/2013 Through 11/30/2013

Vendor	Check	Transaction Description	Amount
GUTHRIE, TERESA	37712	NEGATIVE RENTS NOVEMBER 2013	20.00
HALL, GARY W    HALL SUPPLY CO	37675	MAINTENANCE MATERIALS	82.62
HARPER, SUSIE	37784	travel expense	348.55
HD SUPPLY FACILITIES MAINTENANCE LTD.	37782	INV 9126022804 9126082735	646.92
HENDERSON, KRYSTAL	37754	negative rent	21.00
HOME DEPOT SUPPLY	37645	ACCT 6035322504518980	543.42
HUNT, THOMAS / THE ROOF DOCTOR	37689	boham leak repair	460.00
INTERLINE BRANDS INC.	37717	MAINTENANCE MATERIALS	370.92
JOHNSON, ROBERT W.	37690	INV 432124	400.00
JOHNSON, ROBERT W.	37778	INV 43212	420.00
JONES, BILLY	37781	RESIDENT STIPEND	150.00
LANCE, SAN JUANITA	37708	LITERACY /GED/ESL	700.00
LANCE, SAN JUANITA	37790	GED	450.00
LANGFORD, DAVID L. DBA	37715	INV 89753 89754	200.00
LATHAM, TRICIA	37755	negative rent	83.00
LIGHTFOOT SOFTWARE COMPANY DBA TENMAST SOFTWARE	37773	INVOICE 50139	4,192.10
LONE STAR CLEANING & RESTORATION	37643	INV 9155	230.00
LONE STAR CLEANING & RESTORATION	37644	INV 9157	226.00
LONE STAR CLEANING & RESTORATION	37688	INV 9166	323.00
LONG, LINDA	37721	LITERACY	240.00
LOPEZ, VICTOR / LOPEZ LANDSCAPING	37691	INV 1546	12,080.00
LOWE'S COMPANIES INC.	37671	ACCT 9900 129419 0	1,434.03
MARKS PLUMBING PARTS	37666	MAINTENANCE MATERIALS	133.70
MERSHAWN, SARA	37767	negative rent	13.00
MICHAUD, MELODY	37714	TRAVEL EXPENSE	74.58
MINTON, ALLISON	37685	TRAVEL EXPENSE	262.16
NEELEY, JENI	37759	negative rent	23.00
NEFF, NATALIE	37711	NEGATIVE RENT NOVEMBER 2013	11.00
NICHOLS,TRACY	37702	RESIDENT STIPEND	150.00
NICHOLS,TRACY	37745	negative rent	22.00
NORTH TEXAS PAINT AND RENTAL CENTER	37673	MAINTENANCE MATERIALS	1,118.42
NORTH TEXAS PAINT AND RENTAL CENTER	37731	MAINTENANCE MATERIALS	815.71
NOVELLA, BROOKS	37676	RESIDENT STIPEND	200.00
ODDY, TABITHA	37726	ENTER APS	350.00

Texoma Housing Partners  
Check/Voucher Register  
1110 - Cash - THP General Unrestricted  
From 11/1/2013 Through 11/30/2013

Vendor	Check	Transaction Description	Amount
PAINTER, JONATHAN	37718	HG SECURITY	300.00
PAINTER, JONATHAN	37794	HG SECURITY	300.00
PARIS JUNIOR COLLEGE/ CE	37727	INV 1114213	554.00
PDQ	37682	INV SI 64989 166048	178.39
PDQ	37683	sl 168271	65.00
PDQ	37772	omv 168516 168578 168350	434.18
PHILLIPS, CHARLES ALFRED	37704	RESIDENT STIPEND	200.00
Pitney Bows (Equipment acct)	37646	ACCT 8000900003110164	509.34
PITTMAN, WILICIA	37752	negative rent	23.00
POSEY, RYAN A.	37660	MAINTENANCE TRUCK	59.00
POWELL, LUCRETIA	37737	negative rent	11.00
PRICE, BRENDA	37787	RESIDENT STIPEND POTTSBORO	150.00
PRIM, GLEN	37796	REFUND OF SECUIRTY DEPOSIT AND CREDIT	491.00
QUILL CORPORATION	37693	INV 6837126	249.95
QUILL CORPORATION	37780	INV 7017983	61.36
R.B.T. CONSTRUCTION	37723	NEW MAINTENANCE OFFICE	125,998.47
RESULTS ENVIRONMENTAL PEST MANAGEMENT	37700	INV 214589	2,358.00
RIFE, MYKAYLA	37706	RESIDENT STIPEND	200.00
RUTH, ANGELA	37753	negative rent	94.00
SCHLOEMER, SANDRA	37757	negative rent	18.00
SECURITY SIGNAL DEVICES INC. DBA SSD SYSTEMS	37637	INV 40298	68.85
SECURITY SIGNAL DEVICES INC. DBA SSD SYSTEMS	37669	INV 125258	139.00
SECURITY SIGNAL DEVICES INC. DBA SSD SYSTEMS	37770	INV 25289	154.00
SHIPMAN, CHASSIDY	37716	NEGATIVE RENT NOVEMBER 2013	20.00
SHUE, AMBER	37722	NEGATIVE RENTS NOVEMBER 2013	30.00
SILVA, LAURA	37736	negative rent	32.00
SMITH FEED-SEED AND HARDWARE	37672	MAINTENANCE MATERIALS	441.59
SONGER, BOBBI	37766	negative rent	21.00
SUPERIOR SURFACE RESTORATION INC.	37658	INV# 102313SSA	400.00
TAYLOR, LOU ANN	37701	TRAVEL EXPENSE	140.12
TAYLOR, SCOTT	37698	INV 546737	250.00

Texoma Housing Partners  
Check/Voucher Register  
1110 - Cash - THP General Unrestricted  
From 11/1/2013 Through 11/30/2013

Vendor	Check	Transaction Description	Amount
			975.00
TAYLOR, SCOTT	37785	INV 160772	5.00
TENANT TRACKER INC.	37776	inv 379453	5.00
TENANT TRACKER INC.	37777	inv 379458	350.00
TEXAS HOUSING ASSOCIATION	37771	TRAINING	50,082.37
TEXOMA COUNCIL OF GOVERNMENTS	37663	admin charg 10/16-31/13	109.38
TEXOMA PRINT SERVICES	37674	INV 40003	64.33
TEXOMA PRINT SERVICES	37674	OFFICE SUPPLIES 39914	25.00
THE FANNIN COUNTY LEADER LLC	37656	INV 5418	125.00
THOMISON, MARTHA	37779	RESIDENT STIPEND-GUNTER	20.00
TIPTON, BRITTNY	37720	NEGATIVE RENT NOVEMBER 2013	150.00
TOWNSEND, TERRI	37705	RESIDENT STIPEND	46.16
VERIZON BUSINESS	37664	ACCT 6000014712X26	23.38
VERIZON BUSINESS	37665	ACCT 6000014711X26	224.58
VERIZON SOUTHWEST	37651	ACCT 105610285133351909	59.61
VERIZON SOUTHWEST	37652	ACCT 105610284628399108	109.55
VERIZON SOUTHWEST	37653	ACCT 105610287745883009	473.28
VERIZON SOUTHWEST	37696	ACCT 10 5610 2867162963 00	220.66
VERIZON SOUTHWEST	37783	acct 10 5610 2851333519 09	380.00
VOORHEIS, LISA	37786	INV 160543	200.00
VOORHEIS, WILLIAM	37692	RESIDENT STIPEND	270.48
WALMART COMMUNITY	37662	ACCT 603220200023	100.82
WASTE MANAGEMENT SHERMAN HAULING	37695	INV 2116217 1001 4	77.67
WHITEWRIGHT HARDWARE LLC	37703	MAINTENANCE MATERIALS	18.00
WILLIAMS, DANIELE	37750	negative rent	32.00
WILLIAMS, DUDLEY	37743	negative rent	120.61
XRH, INC. DBA CROSSROADS HARDWARE	37678	MAINTENANCE MATERIALS	82.00
YBARRA, MAXI	37747	negative rent	282,400.84
		Total 1110 - Cash - THP General Unrestricted	282,400.84
Report Total			282,400.84



Texoma Housing Partners  
Check/Voucher Register  
1110 - Cash - THP General Unrestricted  
From 12/1/2013 Through 12/31/2013

Vendor	Check	Transaction Description	Amount
ACUITY SPECIALTY PRODUCTS GROUP INC. DBA ZEP MANUFACTURING	37802	INV 9000622432	1,255.00
ADAIR, HOWELL JOHN	37892	INV 006CL	470.00
ADAIR, HOWELL JOHN	37999	inv 001ec03	480.00
ADAIR, HOWELL JOHN	38011	inv 12231380	365.00
ALSOBROOK, GINA RENE	38000	RESIDENT STIPEND VAN ALSTYNE	75.00
AMERIPOWER	37859	ACCT 1303290017	7,326.92
AMERIPOWER	37860	UTILITIES 1303290047	107.97
AMERIPOWER	37913	UTILITIES 1303290047	253.81
AMSCO SUPPLY	37904	INV 19542	118.94
AMSCO SUPPLY	38003	INV 194653	76.95
ARMSTRONG, BRENDA	37851	NEGATIVE RENT	18.00
ASHLEY, MARTHA	37967	THP RENT REFUND POTTSBORO	101.00
ATMOS ENERGY COMPANY	37813	CUSTOMER NUMBER 3027053919	101.18
ATMOS ENERGY COMPANY	37814	CUSTOMER NUMBER 3039822271	53.36
ATMOS ENERGY COMPANY	37815	CUST # 3021468572	37.35
ATMOS ENERGY COMPANY	37908	UTILITIES HOWE 4002645709	37.02
ATMOS ENERGY COMPANY	37909	UTILITIES HOWE 4002645709	15.92
ATMOS ENERGY COMPANY	37910	UTILITES HOWE 4002838064	58.57
ATMOS ENERGY COMPANY	37911	UTITILIES VAN ALSTYNE 40002938821	56.86
ATMOS ENERGY COMPANY	37937	utilties van alstyen 4001232451	48.82
ATMOS ENERGY COMPANY	38004	customer 3039821512	30.53
ATMOS ENERGY COMPANY	38005	customer 4003067583	58.09
ATMOS ENERGY COMPANY	38006	customer 4003355084	47.82
ATMOS ENERGY COMPANY	38007	customer 3039822271	99.04
ATMOS ENERGY COMPANY	38008	customer 4003137293	65.44
ATMOS ENERGY COMPANY	38009	CUSTOMER 3027053919	237.80
ATMOS ENERGY COMPANY	38010	CUSTOMER 4003138318	67.37
BAKER DISTRIBUTING LLC	37918	MAINTENANCE MATERIALS	1,135.12
BATMAN, ANNA	37854	NEGATIVE RENTS	32.00
BENJAMIN, SHIRHONDA	37825	NEGATIVE RENT	22.00
BONHAM FAMILY LIFE CENTER	37966	summert youth program	19.00
BONHAM QUICK LUBE (B-QUICK INC.)	37929	MAINTENANCE	479.69

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Vendor	Check	Transaction Description	Amount
BRAY, JOSH / SANITATION SOLUTIONS	37943	INV 3BX00026	353.80
BROWN, FONDA	37868	NEGATIVE RENT	32.00
BROWN, SHANBRICCA	37798	NEGATIVE RENT	21.00
BUCHORN, NORMA	37869	INV 11202013	365.00
BUCHORN, NORMA	37902	INV 11/24/2013	400.00
BUCHORN, NORMA	37963	MAKE READY	80.00
BUCHORN, NORMA	37964	INV 12/11/2013	510.00
BUFKIN, KAYLEA	37857	NEGATIVE RENT	27.00
BURKE, MARTY	37982	THP TRAVEL BOARD OF DIRECTORS	25.99
CABLE ONE	37810	ACCT 23404 505518 02 6	122.89
CABLE ONE	37972	ACCT 23404 415433 01 7	100.95
CABLE ONE	38015	ACC 23404 505518 02 6	126.39
CALDWELL, AMBER	37824	NEGATIVE RENT	86.00
CAPPY'S CAFE/ MANDRA CAPLINGER CAPPY'S CAFE	37818	RESIDENT LUNCH	425.00
CARPENTER, QUENTIN	37956	RESIDENT STIPEND	150.00
CHILDRESS, BETTY	37976	THP TRAVEL BOARD OF DIRECTORS	33.90
CITY OF CELESTE	37807	WATER BILLS	1,629.80
CITY OF GUNTER	37876	UTILITIES GUNTER (000137)	766.78
CITY OF HONEY GROVE	37805	WATER BILLS	2,279.27
CITY OF HOWE	37905	UTILITIES HOWE (3069)	770.20
CITY OF HOWE	37906	UTILITIES HOWE 0217	1,674.23
CITY OF LADONIA	37877	WATER BILL	1,450.00
CITY OF LADONIA	37878	WATER BILLS	54.00
CITY OF LADONIA	37924	LADONIA SEC. INV 1024	400.00
CITY OF TIOGA	37833	UTILITIES 26631	353.39
CITY OF TOM BEAN	37806	WATER BILL	725.72
CITY OF WHITEWRIGHT	37803	WATER BILLS	2,017.59
CITY OF WINDOM	37880	WATER BILLS	334.14
CLARK, JENNIFER	37823	NEGATIVE RENT	23.00
COLE, SARAH	37853	NEGATIVE RENT	68.00
COMMUNICATIONS NETWORK INC.	37884	INV 1321A03410	633.32
COMPTON, LASHONDA	37826	NEGATIVE RENT	94.00
COOPER, LUZ	37831	NEGATIVE RENT	32.00
CUBA, DOROTHY	37839	NEGATIVE RENT	36.00
CUBA, TAKYMBERLY	37855	NEGATIVE RENT	21.00
DEALERS ELECTRICAL SUPPLY	37925	INV 1361183 1361596	331.08
DENNIS, JUANITA	37812	NEGATIVE RENT	18.00

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DON III, L.L.C	37848	INV CG302011	837.72
DON III, L.L.C	37893	inv cg302011, 301977	2,324.74
DOTSON, MARIE	37827	NEGATIVE RENT	23.00
DUEVEL, JOANNA	37994	THP TRAVEL BOARD OF DIRECTORS	19.32
DUNCAN, JOANNE	37993	THP TRAVEL BOARD OF DIRECTORS	16.95
EMBASSY SUITES DALLAS	37870	HOTEL FOR 12/16-17/13	283.54
ENSLEY, SUSAN	37927	TRAVEL EXPENSE	228.76
ERS-TEXAS SOCIAL SECURITY PROGRAM	37931	acct 9292004/printceton	35.00
ERS-TEXAS SOCIAL SECURITY PROGRAM	37932	acct 929001/ladonia	35.00
ERS-TEXAS SOCIAL SECURITY PROGRAM	37933	acct 9291967/bonham	35.00
ERS-TEXAS SOCIAL SECURITY PROGRAM	37934	acct 9291966/celeste	35.00
ERS-TEXAS SOCIAL SECURITY PROGRAM	37935	acct 9291965/farmersville	35.00
ERS-TEXAS SOCIAL SECURITY PROGRAM	37936	acct 9291963/honey grove	35.00
ERS-TEXAS SOCIAL SECURITY PROGRAM	37979	ACCT 9291964/GUNTER	35.00
ERWIN, BRIAN KIETH	37835	INV 1183	265.00
ERWIN, BRIAN KIETH	37954	INV 1184	470.00
ERWIN, BRIAN KIETH	37997	INV 1185	440.00
EXXON MOBIL	37928	inv 718859204947559312	3,482.23
FANNIN COUNTY FAMILY CRISIS CENTER	37958	DONATION	50.00
FARMERSVILLE GRAIN & HARDWARE	37907	MAINTENANCE MATERIALS	46.09
FASTSIGNS	37992	inv 608 2826 2839 2843	312.31
FIELDS, HEATHER	37836	NEGATIVE RENT	68.00
FINNEY, CRYSTAL	37829	NEGATIVE RENT	23.00
FINNEY, PERSEPHANIE	37856	NEGATIVE RENT	23.00
FIX AND FEED	37912	MAINTENANCE MATERIALS	1,994.29
FOLTZ, ELECTRIC	38012	inv 5030	530.00
FOUR STAR FABRICATORS AND SERVICE COMPANY	37957	MAOMTEMAMCE ,ATEROA;S	30.38
GARCIA, DIANE	37867	NEGATIVE RENT	82.00
GILMORE, SHERRIE	37863	NEGATIVE RENT	22.00
GILSTRAP, DONAL	37977	THP TRAVEL BOARD OF DIRECTORS	35.03
GLASS, PAMELA	37996	THP TRAVEL BOARD OF DIRECTORS	51.98
GOINS LUMBER CO. INC	37917	ACCT 20015	65.39
GONZALES, MONIQUE	37834	NEGATIVE RENT	23.00
GUFFEE, LORETTA	37849	NEGATIVE RENT	16.00

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Vendor	Check	Transaction Description	Amount
GUTHRIE, TERESA	37843	NEGATIVE RENT	20.00
HALL, GARY W HALL SUPPLY CO	37922	INV 219425	25.64
HAMILTON, MARIJA	37947	refund of security deposit	175.00
HD SUPPLY FACILITIES MAINTENANCE LTD.	37883	INV 9126269331 9126269325	1,051.10
HD SUPPLY FACILITIES MAINTENANCE LTD.	37940	INV 9126300954 9126359661 9126359665	1,124.45
HD SUPPLY FACILITIES MAINTENANCE LTD.	37941	inv 9126419870	140.00
HD SUPPLY FACILITIES MAINTENANCE LTD.	37942	inv 9126506021	1,504.80
HENDERSON, KRYSTAL	37845	NEGATIVE RENT	21.00
HOME DEPOT USA INC. DBA THE HOME DEPOT	37881	ACCT 6035 3225 0451 898	1,553.14
HOWARD, SHERRY	37995	THP TRAVEL BOARD OF DIRECTORS	24.86
HUNT, THOMAS / THE ROOF DOCTOR	37811	HG ROOF REPAIR	13,350.00
HUNT, THOMAS / THE ROOF DOCTOR	37930	HG ROOF REPAIR	14,240.00
INTERLINE BRANDS INC.	37896	INV 299972018	550.73
INTERLINE BRANDS INC.	37897	INV 300324431 300421864 300238672	93.22
JOHNSON, ROBERT W.	37816	INV 432126	370.00
JOHNSON, ROBERT W.	37980	INV 432128	425.00
JONES, BILLY	37984	RESIDENT STIPEND HOWE	150.00
JUSTICE COURT, PRECINCT #3	37844	HG EVICTION SHAW	111.00
KNIGHT, JAN	37990	TRAVE EXPENSE	31.64
LANCE, SAN JUANITA	37888	LITERACY ED/NOV	180.00
LANCE, SAN JUANITA	37889	GED/ESL	350.00
LANCE, SAN JUANITA	37955	LITERACY ED/GED, ESL	520.00
LANGFORD, DAVID L. DBA	37960	INV 90008 90009	200.00
LATHAM, TRICIA	37847	NEGATIVE RENT	83.00
LEE, GLENN	37987	THP TRAVEL BOARD OF DIRECTORS	19.21
LONG, LINDA	37900	GED/ESL	240.00
LOPEZ, VICTOR / LOPEZ LANDSCAPING	37882	INV 1585	3,320.00
LOWE'S COMPANIES INC.	37873	ACCT 99001294190	1,569.66
LOWE'S COMPANIES INC.	37969	INV 77839	5,543.18
MARKS PLUMBING PARTS	37799	INV 1249815 1268399 1270001 1269806	1,996.75
MC CLELLAN, CHRISTIE	37871	NEGATIVE RENT	22.92
MC CRAW OIL COMPANY INC	37938	inv 1255407	9.65
MERSHAWN, SARA	37862	NEGATIE RENT	13.00
MINTON, ALLISON	37973	travel expense	163.85
NATIONAL WHOLESALE SUPPLY	37846	INV S1472615.001	1,475.00

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NEELEY, JENI	37852	NEGATIVE RENT	23.00
NEFF, NATALIE	37841	NEGATIVE RENT	11.00
NICHOLS,TRACY	37830	NEGATIVE RENT	22.00
NICHOLS,TRACY	37949	RESIDENT STIPEND	150.00
NORTH TEXAS PAINT AND RENTAL CENTER	37874	MAINTENANCE MATERIALS	962.28
NOVELLA, BROOKS	37923	RESIDENT STIPEND	200.00
O'REILLY AUTO PARTS	37926	CUST 295972	127.44
PDQ	37808	INV SI 169458	79.41
PDQ	37809	INV SI169757 169671	246.24
PDQ	37879	INV SI 170205	142.50
PDQ	37971	inv SI 171790,171751	66.33
PETTON, RICHARD	37903	REFUND OF SECURITY DEPOSIT AND CREDIT	221.00
PHILLIPS, MARY	37929	refund of security deposit	100.00
PHILLIPS, CHARLES ALFRED	37951	RESIDENT STIPEND	200.00
PITNEY BOWES (RESERVE ACCT)	37804	ACCT 8000 9000 0311 0164	475.68
Pitney Bows (Equipment acct)	37978	INV 7191886 DC13	162.24
PITTMAN, SUSAN	37838	NEGATIVE RENT	35.00
PITTMAN, WILICIA	37840	NEGATIVE RENT	23.00
POSEY, RYAN A.	37962	MAINTENANCE	102.50
POWELL, LUCRETIA	37822	NEGATIVE RENT	11.00
PRICE, BRENDA	37991	RESIDENT STIPEND POTTSBORO	150.00
QUILL CORPORATION	37983	INV 7890474 7882447	301.93
R.B.T. CONSTRUCTION	37866	NEW MAINTENANCE BUILDING	81,240.12
RESULTS ENVIRONMENTAL PEST MANAGEMENT	37948	inv 214876	4,176.00
REX RODGERS JR. INC.	37970	MAINTENANCE MATERIALS	482.50
RIFE, MYKAYLA	37953	RESIDENT STIPEND	200.00
ROBINSON, CHARLENE	37998	THP TRAVEL BOARD OF DIRECTORS	64.98
RUTH, ANGELA	37842	NEGATIVE RENT	94.00
SCHLOEMER, SANDRA	37850	NEGATIVE RENT	18.00
SECURITY SIGNAL DEVICES INC. DBA SSD SYSTEMS	37800	INV 40725	68.85
SHIPMAN, CHASSIDY	37858	NEGATIVE RENT	20.00
SHUE, AMBER	37865	NEGATIVE RENT	30.00
SILVA, LAURA	37819	NEGATIVE RENT	32.00

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SMITH FEED-SEED AND HARDWARE	37921	MAINTENANCE MATERIALS	398.49
SONGER, BOBBI	37861	NEGATIVE RENT	21.00
SUPERIOR SURFACE RESTORATION INC.	37894	INV 112713SSA	300.00
SUPERIOR SURFACE RESTORATION INC.	38001	INV 121913SSA	336.00
TAYLOR, SCOTT	37885	TREE REMOVAL	1,000.00
TAYLOR, SCOTT	37946	hg ice storm tree damage	3,900.00
TAYLOR, SCOTT	37988	HG BRUSH REMOVAL	1,950.00
TENANT TRACKER INC.	37974	INV 381525	10.00
TENANT TRACKER INC.	37975	INV 381520	10.00
TEXAS STAR BAR-B-QUE	37817	THP BOARD MEETING	271.70
TEXOMA COUNCIL OF GOVERNMENTS	37797	ADMIN CHARGES 11/1/13 - 11/15/13	47,350.03
TEXOMA COUNCIL OF GOVERNMENTS	37914	ADMIN CHARGES NOV 16-30,2013	43,315.56
TEXOMA COUNCIL OF GOVERNMENTS	38013	TENMAST CONVERSTION	10,788.99
TEXOMA COUNCIL OF GOVERNMENTS	38014	ADMIN CHARGES 12/1-15/13	40,280.12
TEXOMA PRINT SERVICES	37801	OFFICE SUPLIES 40214	53.72
THOMISON, MARTHA	37981	RESIDENT STIPEND GUNTER	125.00
TIPTON, BRITTNY	37864	NEGATIVE RENT	20.00
TOWNSEND, TERRI	37952	RESIDNET STIPEND	150.00
TRI COUNTY GLASS INC.	37919	INV 38145 38195 38194 38193 38192	2,926.00
TRI COUNTY GLASS INC.	37968	INV 38212 38219	445.00
VERIZON BUSINESS	37915	ACCT 600014711X26	20.99
VERIZON BUSINESS	37916	ACCT 6000014712X26	48.66
VERIZON SOUTHWEST	37820	ACCT 10 5610 2877458830 09	224.90
VERIZON SOUTHWEST	37821	acct 10 5610 2846283991 08	64.61
VERIZON SOUTHWEST	37945	acct 105610286716296300	460.66
VERIZON SOUTHWEST	37985	ACCT 10 5610 2846283991 08	24.14
VERIZON SOUTHWEST	37986	ACCT 10 5610 2851333519 09	466.96
VOORHEIS, LISA	37989	INV 10544	380.00
VOORHEIS, WILLIAM	37939	RESIDNET STIPEND	200.00
W.W. GRAINGER, INC.	37959	inv 884714262 884714262	979.08

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Vendor	Check	Transaction Description	Amount
WALMART COMMUNITY	37872	ACCY 6032 2020 0023 0392	772.10
WASTE MANAGEMENT SHERMAN HAULING	37944	INV 2116884 1001 1	100.66
WEAVER, CASSANDRA	37961	RESIDENT STIPEND	150.00
WEAVER, CASSANDRA	38002	resident stipend	150.00
WHITEWRIGHT HARDWARE LLC	37950	MAINTENANCE MATERIALS	61.26
WILLIAMS, DANIELE	37837	NEGATIVE RENT	18.00
WILLIAMS, DUDLEY	37828	NEGATIVE RENT	32.00
XRH,INC. DBA CROSSROADS HARDWARE	37875	MAINTENANCE MATERIALS	157.86
YBARRA, MAXI	37832	NEGATIVE RENT	82.00
		Total 1110 - Cash - THP General Unrestricted	340,884.03
Report Total			340,884.03

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ACUITY SPECIALTY PRODUCTS GROUP INC. DBA ZEP MANUFACTURING	38143	Inv# 9000729623	314.36
ACUITY SPECIALTY PRODUCTS GROUP INC. DBA ZEP MANUFACTURING	38174	INV 90000712398	1,500.43
ADAIR, HOWELL JOHN	38118	MAKE READYS	2,365.00
AMERIPOWER	38071	#1303290017	8,304.20
AMERIPOWER	38123	UTILITIES ACCT 1303290047	158.12
AMERIPOWER	38165	Acc# 1303290017 Bill# B1401240052	8,128.31
ARMSTRONG, BRENDA	38062	NEGATIVE RENT	18.00
ASHLEY, MARTHA	38126	SECURITY /PET DEPOSIT REFUND	101.00
ATMOS ENERGY COMPANY	38029	E4003157511	57.90
ATMOS ENERGY COMPANY	38030	CUSTOMER 4003138318	35.38
ATMOS ENERGY COMPANY	38031	CUSTOMER 3021468572	37.35
ATMOS ENERGY COMPANY	38104	CUSTOMER 4003355084	36.46
ATMOS ENERGY COMPANY	38105	CUSTOMER 4003354674	83.45
ATMOS ENERGY COMPANY	38106	CUSTOMER 4003534014	67.13
ATMOS ENERGY COMPANY	38107	CUSTOMER 4003157511	53.01
ATMOS ENERGY COMPANY	38108	UTILITIES VAN ALSTYNE 4001232451	48.30
ATMOS ENERGY COMPANY	38109	UTILITIES VAN ALTYNE 4002938821	61.28
ATMOS ENERGY COMPANY	38150	Customer# 3039821512	60.62
ATMOS ENERGY COMPANY	38151	Customer # 4003792781	49.97
ATMOS ENERGY COMPANY	38152	Customer# 3039822271	127.70
ATMOS ENERGY COMPANY	38153	Customer# 4003688724	79.00
ATMOS ENERGY COMPANY	38154	Customer# 3027053919	466.13
ATMOS ENERGY COMPANY	38155	ACCT# 4003886877	39.75
ATMOS ENERGY COMPANY	38156	ACCT# 4003824415	102.80
ATMOS ENERGY COMPANY	38176	customer 4003067583	43.43
ATMOS ENERGY COMPANY	38177	customer 4003792772	50.20
ATTERTON, BRITTANY	38073	NEGATIVE RENT	32.00
BAKER DISTRIBUTING LLC	38129	MAINTENANCE MATERIALS	1,105.31
BATMAN, ANNA	38065	NEGATIVE RENT	32.00
BENJAMIN, SHIRHONDA	38040	NEGATIE RENT	22.00
BONHAM BUILDING SUPPLY	38092	MAINTENANCE MATERIALS	119.22
BONHAM QUICK LUBE (B-QUICK INC.)	38093	maintenance	34.50
BROWN, FONDA	38080	NEGATIVE RENTS	32.00
BROWN, SHANBRICCA	38014	NEGATIVE RENT	21.00



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BUCHORN, NORMA	38125	MAKE READYS	730.00
BUCHORN, NORMA	38138	mainteance make readys	445.00
BUCHORN, NORMA	38167	MR HG, La, HG Celeste	1,295.00
BUCHORN, NORMA	38168	Make Ready	470.00
BUFKIN, KAYLEA	38068	NEGATIVE RENTS	27.00
CABLE ONE	38130	ACCT 23404 415433 01 7	100.95
CABLE ONE	38147	Acct# 23404505518026	131.67
CALDWELL, AMBER	38039	NEGATIVE RENT	86.00
CARAWAY, JIMMY	38088	REFUND OF SEC DEP PET DEP AND CREDIT	135.00
CARPENTER, QUENTIN	38188	resident stipend	150.00
CARRIER ENTERPRISE LLC	38164	Inv# 24199335-00, 24199335-01	46.39
CITY OF CELESTE	38025	WATER BILLS	1,762.40
CITY OF GUNTER	38099	UTILITIES GUNTER #000137	724.24
CITY OF HONEY GROVE	38022	WATER BILLS	2,557.54
CITY OF HONEY GROVE	38145	Water bills	2,764.09
CITY OF HOWE	38084	UTILITIES HOWE #0217	1,967.99
CITY OF HOWE	38085	UTILITIES HOWE #3069	817.20
CITY OF LADONIA	38024	WATER BILLS	1,497.00
CITY OF TIOGA	38046	UTILTIES TIOGA #26631	304.94
CITY OF TOM BEAN	38023	water bills	842.23
CITY OF TOM BEAN	38146	Water Bills	721.30
CITY OF WHITEWRIGHT	38019	water bills	2,040.16
CITY OF WINDOM	38026	water bills	337.56
CLARK, JENNIFER	38037	NEGATIVE RENT	23.00
COLE, SARAH	38064	NEGATIVE RENTS	68.00
COMMUNICATIONS NETWORK INC.	38115	INV 1401A03410	599.49
COOPER, LUZ	38045	NEGATIVE RENT	32.00
CUBA, DOROTHY	38051	NEGATIVE RENT	36.00
CUBA, TAKYMBERLY	38066	NEGATIVE RENT	21.00
DENNARDS WESTERN WEAR	38116	acct 13206	352.55
DENNIS, JUANITA	38027	NEGATIVE RENT	18.00
DON III, L.L.C	38059	inv cg302094	34.24
DON III, L.L.C	38121	INVC302094	300.24
DOTSON, MARIE	38041	NEGATIVE RENT	23.00
DUNN,BOBBIE	38082	NEGATIVE RENT	37.00
DUNN,BOBBIE	38191	refund of security	50.00
ENSLEY, SUSAN	38103	TRAVEL EXPENSE	228.20
ERWIN, BRIAN KIETH	38117 <sub>15</sub>	inv 1186	365.00

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ERWIN, BRIAN KIETH	38186	inv 1187	365.00
EXXON MOBIL	38175	inv 7187859204947559401	3,444.79
FARMERSVILLE GRAIN & HARDWARE	38098	MAINTENANCE MATERIALS	83.32
FIELDS, HEATHER	38048	NEGATIVE RENTS	68.00
FINNEY, CRYSTAL	38043	NEGATIVE RENT	23.00
FINNEY, LAKISHA	38028	NEGATIVE RENT	32.00
FINNEY, PERSEPHANIE	38067	NEGATIVE RENT	23.00
FIX AND FEED	38133	MAINTENANCE MATERIALS	2,751.01
GARCIA, DIANE	38079	NEGATIVE RENT	82.00
GENERAL ELECTRIC COMPANY	38120	inv 82 477059	1,579.00
GENERAL ELECTRIC COMPANY	38163	Inv# 82-500783	2,190.00
GILMORE, SHERRIE	38076	NEGATIVE RENT	22.00
GOINS LUMBER CO. INC	38091	MAINTENANCE MAERIALS	3.66
GONZALES, MONIQUE	38047	NEGATIVE RENT	23.00
GUFFEE, LORETTA	38060	NEGATIVE RENT	16.00
GUNTER LUMBER	38100	maintennce materials	29.33
GUTHRIE, TERESA	38055	NEGATIVE RENT	20.00
HALL, GARY W HALL SUPPLY CO	38097	MAINTENANCE MATERIALS	353.36
HARPER, SUSIE	38038	TRAVEL EXPENSE	446.86
HD SUPPLY FACILITIES MAINTENANCE LTD.	38034	maintenance materials	1,221.31
HD SUPPLY FACILITIES MAINTENANCE LTD.	38112	INV 9126890654	344.10
HD SUPPLY FACILITIES MAINTENANCE LTD.	38158	Inv# 9127204159	1,077.30
HD SUPPLY FACILITIES MAINTENANCE LTD.	38179	inv 9127116834 9126956937	1,442.72
HENDERSON, KRYSTAL	38057	NEGATIVE RENT	21.00
HOME DEPOT USA INC. DBA THE HOME DEPOT	38032	ACCT 6035322504518980	456.18
HUNT, THOMAS / THE ROOF DOCTOR	38131	BONHAM REPAIRS	540.00
HUNT, THOMAS / THE ROOF DOCTOR	38149	Ins - HG roof repair	19,580.00
INTERLINE BRANDS INC.	38070	inv 302101464	123.53
INTERLINE BRANDS INC.	38189	inv 303006217 303006225	220.88
JIM'S SMALL ENGINE	38180	inv 10586	60.00
JOHNSON, ROBERT W.	38110	MAKE READYS	440.00
JOHNSON, ROBERT W.	38157	Inv# 432132, 432131, 432131	600.00
JUSTICE COURT, PRECINCT #3	38056	HONEY GROVE EVICTION L. HART	111.00
KNIGHT, COURTNEY	38050 <sub>16</sub>	NEGATIVE RENT	20.00

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Vendor	Check	Transaction Description	Amount
LANCE, SAN JUANITA	38187	LITERACY GED TEACHER	400.00
LANGFORD, DAVID L. DBA	38136	inv 90273 90274	200.00
LATHAM, TRICIA	38058	NEGATIVE RENT	86.00
LONE STAR CLEANING & RESTORATION	38148	9206	180.00
LOWE'S COMPANIES INC.	38094	acct 99001294190	588.12
Marilyn Monk	38169	Refund of ACH Draft Mistake	200.00
MARJEN TECHNOLOGY GROUP LLC	38137	INVOICE 2011551	3,750.00
MARJEN TECHNOLOGY GROUP LLC	38166	Inv# 2011567	5,269.97
MC CLELLAN,CHRISTIE	38081	NEGATIVE RENT	23.00
MC CRAW OIL COMPANY INC	38111	inv 1269313	22.50
MERSHAWN, SARA	38075	NEGATIVE RENTS	13.00
MICHAUD, MELODY	38119	travel expense	201.01
MINTON, ALLISON	38140	travel expense	131.08
NATIONAL WHOLESALE SUPPLY	38162	Inv# S1497727, 1498733, 1495158, 1495704	2,149.95
NEELEY, JENI	38063	NEGATIVE RENTS	23.00
NEFF, NATALIE	38053	NEGATIVE RENT	11.00
NICHOLS,TRACY	38044	NEGATIVE RENT	22.00
NICHOLS,TRACY	38182	resident stipend	150.00
NORTH TEXAS PAINT AND RENTAL CENTER	38096	Maintenance Materials	2,107.36
NOVELLA, BROOKS	38173	resident stipend	200.00
O'REILLY AUTO PARTS	38101	maintenance	39.98
PAINTER, JONATHAN	38072	hg security	300.00
PHILLIPS, CHARLES ALFRED	38183	resident stipend	200.00
PITNEY BOWES (RESERVE ACCT)	38020	acct 8000900003110164	487.13
PITNEY BOWES (RESERVE ACCT)	38144	Acct# 8000900003110164	11.45
Pitney Bows (Equipment acct)	38132	INV 412664	32.25
PITTMAN, WILICIA	38052	NEGATIVE RENT	23.00
POWELL, LUCRETIA	38036	NEGATIVE RENT	11.00
R.B.T. CONSTRUCTION	38124	NEW MAINTENANCE OFFICE	75,857.31
RESULTS ENVIRONMENTAL PEST MANAGEMENT	38134	INV 215037	2,358.00
RIFE, MYKAYLA	38185	residnet stipend	200.00
RUTH, ANGELA	38054	NEGATIVE RENT	94.00
Sara Mershaw	38170	Refund of Security Deposit	75.00
SCHLOEMER, SANDRA	38061	NEGATIVE RENT	18.00
SECURITY SIGNAL DEVICES INC. DBA SSD SYSTEMS	38018	inv 41120-a	68.85
SECURITY SIGNAL DEVICES INC. DBA SSD SYSTEMS	38141	Inv# 41660	68.85

Texoma Housing Partners  
Check/Voucher Register  
1110 - Cash - THP General Unrestricted  
From 1/1/2014 Through 1/31/2014

Vendor	Check	Transaction Description	Amount
SHARYLAND UTILITIES L.P.	38161	ACCT# 1312000357	41.35
SHIPMAN, CHASSIDY	38069	NEGATIVE RENT	20.00
SHUE, AMBER	38078	NEGATIVE RENT	30.00
SILVA, LAURA	38033	NEGATIVE RENT	32.00
SMITH FEED-SEED AND HARDWARE	38095	MAINTENANCE MAERIALS	150.09
SONGER, BOBBI	38074	NEGATIVE RENTS	21.00
TAYLOR, SCOTT	38160	Trenton/Bonham Landscape	325.00
TEXAS HOUSING ASSOCIATION	38142	Membership Dues	220.00
TEXOMA COUNCIL OF GOVERNMENTS	38089	ADMIN CHARGES FOR 12/16-31/13	26,329.56
TEXOMA COUNCIL OF GOVERNMENTS	38139	ADMIN. CHARGES FOR 1/1/14-1/15/14	73,738.45
TIPTON, BRITTN Y	38077	NEGATIVE RENT	20.00
TOWNSEND, TERRI	38184	resident stipend	150.00
TRAHAN, MARY	38127	REFUND OF SECURITY DEPOSIT	50.00
TRI COUNTY GLASS INC.	38017	inv 38225	70.00
TRI COUNTY GLASS INC.	38172	INV 38163	60.00
UNDERWOOD INC.	38122	inv 1231	843.62
VERIZON BUSINESS	38090	ACCT 6000014711X26	23.44
VERIZON BUSINESS	38128	ACCT 6000014712X26	43.68
VERIZON SOUTHWEST	38035	acct 105310287745883009	35.91
VERIZON SOUTHWEST	38114	ACCT 105610286716296300	473.20
VERIZON SOUTHWEST	38159	Enter APs	4.55
VOORHEIS, LISA	38181	RESIDENT STIPEND	400.00
VOORHEIS, WILLIAM	38178	resident stipend	200.00
WALMART COMMUNITY	38086	acct 6032202000230392	600.80
WALMART COMMUNITY	38171	Enter APs	453.35
WASTE MANAGEMENT SHERMAN HAULING	38113	INV 211778610017	100.82
WEAVER, CASSANDRA	38190	resident stipend	150.00
WHITEWRIGHT HARDWARE LLC	38135	maintenance materials	141.04
WILKINS, DONNA	38083	REFUND OF SECURITY DEPOSIT AND CREDIT	76.00
WILLIAMS, DANIELE	38049	NEGATIVE RENT	18.00
WILLIAMS, DUDLEY	38042	NEGATIVE RENT	32.00
XRH,INC. DBA CROSSROADS HARDWARE	38021	maintenance Materials	32.10

Texoma Housing Partners  
Check/Voucher Register  
1110 - Cash - THP General Unrestricted  
From 1/1/2014 Through 1/31/2014

Vendor	Check	Transaction Description	Amount
		Total 1110 - Cash - THP General Unrestricted	284,200.81
Report Total			284,200.81



TO: THP Board of Commissioners  
THRU: Allison Minton, Client Services Director *AM*  
FROM: Susan Ensley, Public Housing Manager *SE*  
DATE: March 25, 2014  
RE: FYE 3/31/14 Write-Offs

#### RECOMMENDATION

Authorize PHA staff to write off balances owed at the end of fiscal year 3/31/14 by previous public housing residents.

#### BACKGROUND

In accordance with HUD requirements, each year the THP Board is requested to approve the write-off of balances owed by previous residents. This action is taken to maintain THP financial records in a current and accurate condition. Although these balances are removed from the financial records, collection efforts continue as these balances are not forgiven. Balances include rent, damages, court costs, electric bills and any other damages assigned at the time of move out. Previous residents who leave the Public Housing Program with a balance are not eligible for housing until these balances are paid in full.

#### DISCUSSION

The total FYE 3/31/14 amount budgeted for rental income was \$843,760. However, actual rental income is anticipated to be \$868,039 which is \$24,279 or 2.9% greater than the budgeted amount which will offset the Write-Off amount of \$9,374.19.

#### BUDGET

Total Write-Off of \$9,374.19 represents 1.01% of the budgeted rental income.

#### APPROVAL

A handwritten signature in cursive script that reads "Stacey Sloan".

Stacey Sloan, Finance Director

## 2014 WRITE-OFFS

CITY	NAME	DATE	TYPE	BALANCE DUE
BONHAM	Kyle Mays	10/28/2013	Eviction	\$455.00
	Brittney Parr	3/5/2013	Eviction	\$434.00
	James Todd	4/1/2013	Skipped	\$308.00
	Natalie Piland	6/3/2013	Eviction	\$601.00
	Sabrina Frick	11/18/2013	Eviction	\$122.00
	Betty Wilkins	9/2/2013	Skipped	\$179.00
				<b>\$2,099.00</b>
FARMERSVILLE	Elvia Schwejda	7/8/2013	Skipped	<b>\$338.96</b>
HONEY GROVE	Shalonda Brooks	10/1/2013	Eviction	\$627.00
	Kerwin Hayes	10/1/2013	Eviction	\$661.00
	Kourtney Pearson	4/1/2013	Eviction	\$793.00
				<b>\$2,081.00</b>
HOWE	Kristie Gardner	6/17/2013	Eviction	\$247.00
	Crystal Eischens	7/5/2013	Eviction	\$923.00
				<b>\$1,170.00</b>
LADONIA	Gelisa Aubrey	11/19/2013	Eviction	<b>\$339.00</b>
POTTSBORO	Shawna Thompson	6/19/2013	Private Housing	\$196.00
	Meagan Kimbrell	1/21/2014	Private Housing	\$89.00
				<b>\$285.00</b>
SAVOY	Stephanie McGee	5/7/2013	Eviction	<b>\$193.00</b>
TRENTON	Beverly Mitchell	10/10/2013	Eviction	\$81.00
	Randy Simmons	10/15/2013	Skipped	\$312.00
				<b>\$393.00</b>
VAN ALSTYNE	Larry Chappell	7/16/2013	Private Housing	\$485.00
	Courtney Lewis	10/31/2013	Eviction	\$655.00
				<b>\$1,140.00</b>
WHITEWRIGHT	Sarah Fogle	6/7/2013	Skipped	\$150.23
	Angela Linton	7/8/2013	Eviction	\$405.00
	Alexandria Whitworth	3/14/2013	Eviction	\$519.00
	Horace Sims	10/8/2013	Eviction	\$207.00
				<b>\$1,281.23</b>
WINDOM	Aurora Mims	5/15/2013	Private Housing	<b>\$54.00</b>
TOTAL WRITE-OFFS				<b>\$9,374.19</b>

## 2014 WRITE-OFFS


	2014	2013
<b>TOTAL WRITE-OFFS</b>	\$9,374.19	\$10,957.08
<b>TOTAL RENTS COLLECTED</b>	\$868,039.00	\$873,565.00
<b>PERCENT WRITE-OFF</b>	1.08%	1.25%

### **BALANCES RECOVERED FYE 2013 (PREVIOUSLY WRITTEN OFF)**

<b>BONHAM</b>	Glenda Singleton	\$42.00
	Jeremy Wegley	\$239.00
	Marie Weiler	\$13.00
	Jonathan Christopher	\$259.00
<b>LADONIA</b>	Bridgett Thurman	\$17.00
	<b>TOTAL</b>	<b>\$570.00</b>





TO: THP Board of Commissioners  
FROM: Stacey Sloan, Finance Director   
DATE: March 25, 2014  
RE: Note Renewal

**RECOMMENDATION**

Authorize THP Board president to renew existing Note with Chase bank for the Meadows (6 units of conventional housing).

**BACKGROUND**

In 2004, THP developed 6 units of conventional housing located in Bonham. A 15 year Note at 1% interest was initiated with Chase bank. The loan was initially collateralized with two CD's; as the loan amount has decreased, one CD has been released.

**DISCUSSION**

The loan renewal consists of fifty nine (59) payments of principal and interest, each in the amount of \$1,539.22, beginning on April 25, 2014, and continuing on the same calendar day monthly thereafter, and one final payment of all outstanding principal, together with all accrued unpaid interest and any other unpaid amounts due under the Note, shall be paid on March 25, 2019, the maturity date of the note.

**BUDGET**

The Meadows are 100% occupied and generate \$3700 per month in income. This income will support the note payment.

**APPROVAL**

  
Allison Minton, Client Services Director



TO: THP Board of Commissioners  
FROM: Allison Minton, Client Services Director *AM*  
DATE: March 25, 2014  
RE: Operating Budget Amendment

**RECOMMENDATION**

Authorize an amendment to the THP FYE 3/31/15 Operating Budget.

**BACKGROUND**

The Department of Housing and Urban Development (HUD) requires the development of an operating budget on an annual fiscal year basis. The budget amendment presented represents the fiscal year budget beginning 4/1/2014 – 3/31/2015.

**DISCUSSION**

The budget amendment combines all revenue including: operating, capital funds and excess reserve funds and includes routine as well as capital line items. Combining the funding and developing additional line items will enable staff to provide a more thorough and accurate view of our financial position when we present budget updates. There will continue to be a board approved capital plan which will be included in the annual budget process. This new approach in the presentation of the budget will create additional efficiencies in the oversight, management and accountability of the THP budget.

**BUDGET**

An amended budget is attached for review.

**APPROVAL**

*Stacey Sloan*  
Stacey Sloan, Finance Director

THP BUDGET 4/1/14- 3/31/15

Revenues

4110 Dwelling Rental	\$ 869,000.00
4115 Negative Rent	\$ (20,000.00)
4130 Capital	\$ 520,000.00
4150 Subsidy	\$ 1,267,061.00
4910 Interest Revenue	\$ 1,500.00
4930 Other Revenue	\$ 245,244.00

Total Revenues \$ 2,882,805.00

Expenses

Administrative Salaries

5110 Direct Salaries- Headquarters	\$ 91,238.00
5120 Direct Salaries- Field	\$ 191,200.00
5430 Employee Benefit	\$ 140,560.00
5180 Indirect	\$ 214,620.00
Total Administrative Salary Expense	\$ 637,618.00

Administrative Expense

5130 Travel	\$ 16,000.00	
5150 Attorney Fees	\$ 700.00	
5151 Court Costs	\$ 2,000.00	
5170 Audit Fees	\$ 17,200.00	
5171 Management Assessment	\$ 29,000.00	
5190 Sundry	\$ 76,000.00	
5191 Social Services- Supplies	\$ 6,000.00	Program supplies refreshments etc.
5192 GED Expenses	\$ 8,500.00	Teacher salaries
5193 Office Supplies/postage	\$ 20,000.00	
5194 Telephone/Cable Services	\$ 18,000.00	
5334 Resident Stipend	\$ 23,500.00	
5615 Security Costs	\$ 10,450.00	Off duty foot patrol HG and Ladonia
Total Administrative Expense	\$ 227,350.00	

Utilities

5210 Water	\$ 125,000.00
5220 Electric	\$ 110,000.00
5230 Gas	\$ 8,400.00
5290 Other Utilities (sewer and guardlights)	\$ 102,000.00
5291 Sanitation Service	\$ 75,000.00
5292 Utility Connection Fees	\$ 3,500.00
Total Utilities Expense	\$ 423,900.00

Maintenance Salaries

5310 Maintenance Salaries	\$ 310,000.00
5431 Employee Benefit	\$ 141,850.00
Total Maintenance Salaries	\$ 451,850.00

Maintenance Expense

5320 Maintenance Materials	\$ 250,000.00	all costs associated with turning a unit
5331 Make-Ready Expense	\$ 70,000.00	
5332 Pest Control	\$ 30,524.00	
5292 Vehicle Expense	\$ 65,000.00	
5333 Landscape	\$ 150,000.00	Includes tree maintenance
Total Maintenance Expense	\$ 565,524.00	

Capital Expenses

5610 Fees and Costs	\$ 55,000.00	Social Services/ Literacy Program/ C.N.A. classes/software
5611 Site Improvement	\$ 100,000.00	water/sewer lines/foundation repairs/exterior paint Ladonia/gutters Celeste/tree removal, roof repair
5612 Dwelling Structure	\$ 200,000.00	Hold for re-build
5613 Dwelling Equipment- Non Expendable		
5614 Non-Dwelling Equipment	\$ 99,000.00	2 trucks, 1 van, 1 copier
5616 Non-Dwelling Structure		
5617 Demolition		
Total Capital Expenses	\$ 454,000.00	

Other Expenses

5410 Insurance	\$ 65,000.00
5420 PILOT	\$ 46,000.00
5540 Interest Expense	
Total Other Expense	\$ 111,000.00

Total Expenses \$ 2,871,242.00

Difference \$ 11,563.00



TO: THP Board of Commissioners  
FROM: Stacey Sloan, Finance Director *SS*  
DATE: March 25, 2014  
RE: Budget Status Update

**RECOMMENDATION**

Accept recommendation regarding THP FYE 2014 Budget, if any.

**BACKGROUND**

At each meeting the Governing Body is presented with a status update of the current fiscal year combined budget for Operating and Capital funds and afforded the opportunity to make desired changes to the budget as conditions warrant.

**DISCUSSION**

An anticipated Revenue and Expense report for FYE 3/31/14 Operating budget is attached along with a Balance Sheet as of January 31, 2014. Staff makes no recommendation for FYE 2014 budget changes at this time.

**BUDGET**

No changes recommended at this time.

**APPROVAL**

A handwritten signature in black ink, appearing to read "Allison Minton", is written over a light gray rectangular background.

Allison Minton, Client Services Director

Texoma Housing Partners  
Statement of Revenues and Expenditures  
From 1/1/2014 Through 1/31/2014

		Total Budget - Original	Jan. Current Period Actual	Current Year Actual thru Feb	March end of year projections
<b>Revenues</b>					
4110	Dwelling Rental	843,760.00	71,384.77	795,304.86	868,039.86
4115	Negative Rent	(20,000.00)	(261.00)	(18,031.97)	(19,924.97)
4150	Subsidy	1,423,997.00	102,693.50	1,079,855.50	1,194,748.50
4910	Interest Revenue	13,000.00	54.93	1,353.24	1,408.17
4930	Other Revenue	12,000.00	80,000.00	214,123.62	214,123.62
4999	Transfer In	<u>250,000.00</u>	<u>0.00</u>	<u>250,000.00</u>	<u>250,000.00</u>
	Total Revenues	2,522,757.00	253,872.20	2,322,605.25	<u>2,508,395.18</u>
<b>Expenses</b>					
5110	4110 Direct Salaries -	88,398.56	8,200.26	74,442.97	82,643.23
5120	4110 Direct Salaries - Field	187,353.60	15,856.95	175,630.89	191,487.84
5130	4150 Travel	16,000.00	1,379.89	13,445.81	14,825.70
5150	4130 Legal Fees	700.00	0.00	0.00	
5170	4171 Audit Fees	16,000.00	0.00	17,200.00	17,200.00
5171	Management Assessment	29,000.00	0.00		29,000.00
5180	4590 Indirect	183,970.00	21,109.06	176,273.28	197,382.34
5190	4190 Sundry	131,000.00	8,996.83	111,197.78	118,197.78
5191	Social Services Expense	6,000.00	0.00	1,901.63	2,500.00
5430	4540 Employee Benefits Admin	<u>148,631.00</u>	<u>24,669.49</u>	<u>128,801.81</u>	<u>153,471.30</u>
	Total	807,053.16	80,212.48	698,894.17	806,708.19
<b>Utilities</b>					
5210	4310 Water	115,000.00	9,494.77	102,884.91	112,379.68
5220	4320 Electricity	167,000.00	7,406.95	83,819.61	91,226.56
5230	4330 Gas	6,500.00	1,534.74	6,987.50	8,522.24
5290	4390 Utilities - Other	<u>101,000.00</u>	<u>7,754.03</u>	<u>88,103.43</u>	<u>95,857.46</u>
	Total	389,500.00	26,190.49	307,985.49	307,985.94
<b>Maintenance</b>					
5310	4410 Maintenance Salaries	281,456.76	25,442.47	283,966.91	309,409.38
5320	4420 Maintenance Materials	250,000.00	14,794.31	244,548.39	259,342.70
5321	Site Improvement- Routine	38,000.00	0.00	5,630.00	5,630.00
5322	Dwelling Structure- Routine	38,000.00	0.00	15,110.00	15,110.00
5330	4430 Contract Services All Other	125,125.00	14,874.88	174,245.46	189,120.34
5331	4430 Contract Services Make Ready	125,125.00	6,725.00	43,158.76	49,883.76
5332	4430 Contract Services Pest Control	31,600.00	0.00	27,903.52	29,669.00
5333	4430 Contract Services	91,800.00	325.00	103,333.10	103,333.00
5334	4430 Contract Services Resident Stipend	22,350.00	1,800.00	24,405.00	26,205.00
5431	4540 Employee Benefits Maint	<u>151,705.00</u>	<u>23,457.85</u>	<u>159,294.85</u>	<u>182,752.70</u>
	Total Maintenance Expense	1,155,161.76	87,419.51	1,081,595.99	1,170,455.88
<b>Other</b>					
5410	4510 Insurance	65,000.00	0.00	69,404.92	69,404.00
5420	4520 Payments in Lieu of Taxes	46,000.00	0.00	0.00	46,000.00
5540	Interest Expense		0.00	0.00	
5615	Security Costs	25,000.00	0.00	8,685.00	8,685.00
		<u>146,000.00</u>	<u>0.00</u>	<u>78,089.92</u>	<u>124,089.00</u>
		2,497,714.92	193,822.48	2,166,565.57	2,409,239.01
		25,042.08	60,049.72	156,039.68	99,156.17 plus up
					Tenmast 27,000
					Final contractor draw <u>26912</u>
					<u>total</u> 53,912
					<u>45,244.17</u>



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: INFORMATIONAL ITEM – North Texas Municipal Water District Board Agenda

- The agenda for the March meeting is attached.

Electronic agendas are found at the following link:

[https://ntmwd.com/meeting\\_agendas.html](https://ntmwd.com/meeting_agendas.html)



## **NORTH TEXAS MUNICIPAL WATER DISTRICT**

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

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

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

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

### **AGENDA<sup>1</sup>**

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

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

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

V. CONSENT AGENDA ITEMS

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

- A. Consider Approval of Board of Directors Meeting Minutes – February 27, 2014  
(Please refer to Consent Agenda Item No. 14-03-01)
- B. Consider Authorizing Reimbursement to City of Allen for the Allen-Plano-Frisco-McKinney Pipeline Air Release Valve Vent Relocations  
(Please refer to Consent Agenda Item No. 14-03-02)
- C. Consider Authorizing Extension of Seasonal Watering as Written in Stage 3 of the NTMWD's Water Conservation and Drought Contingency/Water Emergency Response Plan  
(Please refer to Consent Agenda Item No. 14-03-03)
- D. Consider Authorizing Additional Engineering Services on Project No. ENG 12-7, Beck Branch Gravity Sewer, Rowlett Creek Crossing Improvements, Condition Assessment and Preliminary Design  
(Please refer to Consent Agenda Item No. 14-03-04)
- E. Consider Authorizing Engineering Services Fee Adjustment on Project No. 278, Wilson Creek Gravity Interceptor Improvements, Phase I  
(Please refer to Consent Agenda Item No. 14-03-05)
- F. Consider Authorizing Change Order No. 6 on Project No. 251, Water Treatment Plant IV Conversion to Biologically Active Filtration  
(Please refer to Consent Agenda Item No. 14-03-06)
- G. Consider Authorizing Change Order No. 2 and Authorization to Make Final Payment on Project No. 282, 24-Inch Replacement Line for the Princeton No. 1 and McKinney-Princeton-Farmersville Pipelines Crossing U.S. Highway 380  
(Please refer to Consent Agenda Item No. 14-03-07)
- H. Consider Authorizing Increase in Engineering Services Agreement on Project No. SWCF 06-1, Lookout Drive Transfer Station Expansion  
(Please refer to Consent Agenda Item No. 14-03-08)
- I. Consider Authorizing Change Order No. 3 and Authorization to Make Final Payment on Project No. 201, Electrical Improvements at Raw Water Pump Station No. 2  
(Please refer to Consent Agenda Item No. 14-03-09)



- J. Consider Authorizing Change Order No. 3 and Authorization to Make Final Payment on Project No. 200, Install Second 50 MGD Pump and Improvements at Apollo Pump Station, and Project No. 206, Install Piping Modifications at Hailey Pump Station  
(Please refer to Consent Agenda Item No. 14-03-10)
- K. Consider Authorizing Ratification of Texas Water Development Board Contract Amendment Nos. 3, 4, and 5 for Development of 2016 Region C Water Plan and Authorizing Amendment to Professional Services Contract  
(Please refer to Consent Agenda Item No. 14-03-11)

VI. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

- A. **TABLED ITEM:** Consider Authorizing Execution of Engineering Services Agreement on Project No. 352, Water System Operations Center  
(Please refer to Administrative Memorandum No. 4141-1)
- B. Consider Adoption of District Policy No. 38, Sanitary Sewer Overflow Reporting  
(Please refer to Administrative Memorandum No. 4153)
- C. Consider Authorizing the Executive Director to Provide Written Consent to Rights Granted in Revocable License Agreement between City of McKinney and McKinney LFG, LLC  
(Please refer to Administrative Memorandum No. 4154)
- D. Consider Authorizing Award of Construction Contract on Project No. 323, Wylie Water Treatment Plant III, Variable Frequency Drives for Washwater Pumps  
(Please refer to Administrative Memorandum No. 4155)
- E. Consider Authorizing Execution of Engineering Services Agreement on Project No. 353, Beck Branch Interceptor Improvements, Phase I  
(Please refer to Administrative Memorandum No. 4156)
- F. Consider Authorizing Change Order No. 2 on Project No. 320, Wylie Water Treatment Plant II Improvements for Basin Nos. 3 and 4  
(Please refer to Administrative Memorandum No. 4157)
- G. Consider Authorizing Execution of Engineering Services Agreement on Project No. 354, Wylie Water Treatment Plant III Chemical Systems Evaluation Preliminary Engineering  
(Please refer to Administrative Memorandum No. 4158)
- H. Consider Authorizing Additional Engineering Services on Project No. 350, Lavon Lake Raw Water Pump Stations Intake Channel Improvements Final Engineering  
(Please refer to Administrative Memorandum No. 4159)

- I. Consider Authorizing Additional Inspection Services on Project No. 153, Water Treatment Plants I, II, III, and IV Ozonation  
(Please refer to Administrative Memorandum No. 4160)
- J. Consider Authorizing Change Order No. 25 on Project No. 153, Water Treatment Plants I, II, III, and IV Ozonation  
(Please refer to Administrative Memorandum No. 4161)
- K. Consider Authorizing Change Order No. 1 on Project No. 298, High Service Pump Station 2-2 and 2-3 Electrical Improvements  
(Please refer to Administrative Memorandum No. 4162)
- L. Consider Authorizing Additional Engineering Services on Project No. 336, Wilson Creek Regional Wastewater Treatment Plant Solids Management Optimization and Control Improvements  
(Please refer to Administrative Memorandum No. 4163)
- M. Consider Authorizing Execution of Engineering Services Agreement on Project No. 269, Trinity River Main Stem Pump Station and Raw Water Pipeline Preliminary Engineering  
(Please refer to Administrative Memorandum No. 4164)
- N. Consider Authorizing Additional Engineering Services on Project No. 153, Water Treatment Plants I, II, III, and IV Ozonation  
(Please refer to Administrative Memorandum No. 4165)
- O. Consider Authorizing Adjustment to Substantial Completion Dates on Project No. 268, Lake Texoma Outfall to Wylie Water Treatment Plant Raw Water Pipeline  
(Please refer to Administrative Memorandum No. 4166)
- P. Consider Authorizing Execution of Engineering Services Agreement and Utility Agreement on Project No. 355, FM 1378 and FM 2514 North Intersection Improvements, 20-Inch and 60-Inch Waterline Relocations  
(Please refer to Administrative Memorandum No. 4167)
- Q. Consider Authorizing Change Order No. 2 on Project No. 205, Supervisory Control and Data Acquisition System Upgrades and Operations  
(Please refer to Administrative Memorandum No. 4168)

VII. DISCUSSION

- A. Water Supply Update

VIII. ADJOURNMENT

**NEXT REGULAR MEETING OF BOARD, THURSDAY, APRIL 24, 2014, AT 4:00 P.M. IN THE ADMINISTRATIVE OFFICES, WYLIE, TEXAS**



**TO:** Mayor and Councilmembers

**FROM:** Ben White, City Manager

**DATE:** April 8, 2014

**SUBJECT:** Second 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:** Accept or deny the 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 in 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.

**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, 120/240 volts.
  - 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.

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(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 (minimum bill).

Energy charge: \$0.1110 per kWh for the first 5,000 kWh or less; \$0.0970 per kWh for all kWh over 5,000.

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d. *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.

e. *Power factor.* Should the power factor be lower than 0.97 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.97 to the actual power factor.

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f. *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.

- g. *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.
  - h. *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 (minimum bill).

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. *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

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

- e. *Power factor.* Should the power factor be lower than 0.97 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.97 to the actual power factor.
- f. *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.
- g. *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.
- h. *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. 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.

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c. *Rate.*

Customer charge: \$86.00 (minimum charge).

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.

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d. *Rate adjustments.* Rates under this rate schedule may be adjusted to reflect the Customer's service contract with the City.

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 0.97 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.97 to the actual power factor.

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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) *Security lights.* Security lights, defined as any street light installed within a public right of way or public space, may be installed as approved by Public Works Director or their designee. 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). The PCA shall be calculated on an annualized basis **as follows:**

$$PCA = (WC - (P * K) - CF) / S$$

- (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, (\$)

P = Total estimated wholesale energy purchases on an annualized basis, (KWh)

K = Base **energy rate**, (\$/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

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applied to the PCA on an as-needed basis to maintain PCA revenues and costs in close proximity. (\$)

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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 for the subject reconciliation period. (\$)

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

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#### **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 service entrance which contains the meter base for the building or other structure.

(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 facility.
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 and paid all costs 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 costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter 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.
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) 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, commercial development with sites or lots for multiple Customers/Developers to be primarily used or

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developed for permanent non-residential, commercial, retail, and/or office use;

1. The Customer/Developer shall comply with all applicable provisions of the 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 costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter 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.
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 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 costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter 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 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 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 costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter 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.
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."

(7) 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 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.
- (8) Area Lighting

Customer/Developer will pay 100% of the estimated cost of construction for all lighting related facilities in advance.
- (9) 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.
- (10) 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.

(11) 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.

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B. Refundable Construction Allowances (Summary Table)

SERVICE	APPLICATION	REFUNDABLE CONSTRUCTION ALLOWANCE
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
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.

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

The refundable construction allowance shall only be refunded to the Customer/Developer once the permanent 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.

**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 rules and regulations, and all applicable state and federal laws.
3. The interconnection shall not be energized prior to the execution of the Agreement and FE inspection as required herein.
4. The application form may be modified from time to time by FE as is required for appropriate processing of applications.

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(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 97% lagging to 97% 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.

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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 a monthly basis.

Customer Energy Purchase Rate: \$0.0547 per kWh for all kWh.

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**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 billing 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.

#### **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: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Second 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: Accept or deny the ordinance as presented.**

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

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 APPENDIX A, "MASTER FEE SCHEDULE," BY AMENDING ARTICLE II, "ELECTRICITY, WATER, SEWER, AND REFUSE," BY AMENDING SECTION 2-1, "WATER AND ELECTRICAL SERVICE INITIATION FEES; MISCELLANEOUS SERVICES," BY ADDING AND/OR AMENDING THE FEES FOR DISCONNECTING AND RECONNECTING TO ELECTRICAL SERVICE, TEMPORARY ELECTRICAL SERVICE FOR CONSTRUCTION, AND CERTAIN SECURITY LIGHT CHARGES; AND, BY ADDING A NEW SECTION 2-8 TO BE ENTITLED "ELECTRIC SERVICE RATES" REGARDING THE AMOUNTS TO BE CHARGED FOR USERS OF ELECTRICITY; 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 THAT:

**SECTION 1:** From and after the effective date of this Ordinance, Appendix A, "Master Fee Schedule" of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended by amending Article II, "Electricity, Water, Sewer, and Refuse," by amending Section 2-1 entitled "Water and Electrical Service Initiation Fees; Miscellaneous Services," by adding and/or amending the fees for disconnecting and reconnecting to electrical service, temporary electrical service for construction, and certain security light charges so that said Section 2-1 shall read as follows:

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

<b>Electric</b>	
New Electric Service Connect Fee	\$30
Service Disconnect/Reconnect Fee (during regular business hours)	\$30
Service Disconnect/Reconnect Fee (after business hours)	\$45
Temporary Service for Construction	\$150 minimum or 100% of the cost of installation and retirement whichever is more
Security Light Fee per month	\$12

**SECTION 2.** From and after the effective date of this Ordinance, Appendix A, "Master Fee Schedule" of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended by amending Article II, "Electricity, Water, Sewer, and Refuse," by adding a new Section 2-8 to be entitled "Electric Service Rates" to read as follows:

**“Sec. 2-8. Electric Service Rates.**

<b>Residential Rate (Schedule R)</b>	
Security Deposit	\$200.00
Minimum monthly charge	\$6.75
Energy Charge	\$0.1077 per kWh for all kWh
<b>Small Commercial Rate (Schedule SC)</b>	
Security Deposit	\$200.00
Minimum monthly charge	\$15.00
Energy Charge for 1 <sup>st</sup> 5,000 kWh or less	\$0.1110 per kWh
Energy Charge greater than 5,000 kWh	\$0.0970 per kWh
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.	
<b>Medium Commercial Rate (Schedule MC)</b>	
Security Deposit	\$400.00
Minimum monthly charge	\$40.00
Demand Charge per kWh for all monthly billing demands greater than 25 kW	\$7.25 per kWh plus the Energy Charge immediately following
Energy Charge for 1 <sup>st</sup> 5,000 kWh or less	\$0.1010 per kWh
Energy Charge for 5,001 kWh or more	\$0.0787 per kWh
A Customer billed under this schedule for a period of 12 consecutive months without a demand in excess of 25 kW will be changed to Schedule SC on the first month succeeding such 12-month period.	
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.	
<b>Large Commercial Rate (Schedule LC)</b>	
Security Deposit	\$800.00
Minimum monthly charge	\$86.00
Demand Charge per kWh for all monthly billing demands for the 1 <sup>st</sup> 100 kW or less of monthly billing demand	\$7.00 per kW plus the following Energy Charge
Demand Charge per kWh for all monthly billing demands for demands greater than 100 kW	\$5.70 per kW plus the following Energy Charge
Energy Charge for all kWh	\$0.0627 per kWh



<b>The following provisions are applicable to ALL Schedules (R, SC, MC, LC)</b>	
<i>Power cost adjustment.</i> 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.</i> 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.	

### **SECTION 3. SEVERABILITY CLAUSE**

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

### **SECTION 4. REPEALER CLAUSE**

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

### **SECTION 5: EFFECTIVE DATE**

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 and only reading on the 8<sup>th</sup> day of April, 2014 at properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 8<sup>th</sup> DAY OF APRIL, 2014.**

**APPROVED:**

**ATTEST:**

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

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: First Reading – Consider, discuss and act upon an ordinance designating a reinvestment zone for commercial/industrial businesses

- An Ordinance is attached for review

**ACTION: Accept or deny the ordinance as presented.**

**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-0422-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DESIGNATING REINVESTMENT ZONE #O-2014-0422-001 FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT IN THE CITY OF FARMERSVILLE, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF; APPROVING THE TERMS AND CONDITIONS OF COMMERCIAL-INDUSTRIAL TAX ABATEMENT AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The City Council of the City of Farmersville, Texas (herein the "City") desires to promote the development or redevelopment of certain contiguous geographic areas within its jurisdiction by the creation of a reinvestment zone for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended; and

**WHEREAS**, on the 11<sup>th</sup> day of March, 2014, a public hearing was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to all taxing entities within its boundaries regarding the real property that is to be included in the proposed reinvestment zone, as required by Section 312.201(d) of the Texas Tax Code; and

**WHEREAS**, the City at such public hearing invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and any concerns regarding the offering of tax abatement incentives; and

**WHEREAS**, the proponents of the reinvestment zone offered evidence, both oral and documentary, supporting and relating to the creation of the zone, and no opponents of the reinvestment zone appeared to contest the creation of the reinvestment zone;

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

**Section 1:** The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct factual and legislative findings of the City, and are fully incorporated into the body of this ordinance..

**Section 2: Definitions.**

- (a) *Improvements* - Improvements shall include any activity at the location, including but not limited to new construction.
- (b) *Taxable Real Property* - Taxable real property shall be as defined in the Texas Tax Code and shall not include personal property as defined in said Code.

- (c) *Base Year* - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.
- (d) *Personal Property* - Personal property shall be as defined in the Texas Tax Code and shall include all equipment, office furnishings, and inventory, and other items contained within the confines of the reinvestment zone.

**Section 3:** The City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- (a) The public hearing regarding adoption of the reinvestment zone has been properly called, held, and conducted, and that notices of such hearings have been published at least seven (7) days before the hearing in a newspaper of general circulation within the Town, and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone at least seven (7) days prior to the hearing; and
- (b) The boundaries of the reinvestment zone should be and include the area described in attached "Exhibit A" and depicted on the map attached hereto as "Exhibit B"; and
- (c) The creation of the proposed zone with boundaries as described in "Exhibit A" and "Exhibit B" will result in benefits to the City and to land included in the zone, and that the improvements sought are feasible and practical; and
- (d) That the investment zone as defined in "Exhibit A" and as depicted in "Exhibit B" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202(a) of the Texas Tax Code in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and
- (e) The reinvestment zone as defined in "Exhibit A" and depicted in "Exhibit B" meets the City's policy of Guidelines and Criteria for the creation of a tax abatement zone and eligible for tax abatement.

**Section 4:** Pursuant to the property Redevelopment and Tax Abatement Act, Section 312.201 of the Texas Tax Code, as amended, the City hereby creates a reinvestment zone for commercial-industrial tax abatement encompassing only the territory described in "Exhibit A" and depicted in "Exhibit B" and such reinvestment zone is hereby designated and shall hereafter be referred to as Reinvestment Zone # O-2014-0422-001 of the City of Farmersville, Texas.

**Section 5:** The zone shall take effect on April 22, 2014 and shall remain designated as a commercial/industrial reinvestment zone for a period of five (5) years from the date of such designation. The expiration of the designation does not affect an existing tax abatement agreement. Prior to or upon the date of expiration, the City Council may renew such designation for additional successive period(s) not exceeding five (5) years each; provided no agreement may be extended beyond ten (10) years from the date of the original agreement.

**Section 6:** To be considered eligible for execution of an agreement for tax abatement, a proposed commercial/industrial project shall:

- (a) Be located entirely within the designated zone;
- (b) Provide a breakdown of the types and numbers of local jobs along with total annual payroll that will be created;
- (c) Have a minimum expenditure of \$500,000.00 for the proposed improvements or repairs;
- (d) Describe project environmental impacts upon beginning operations to include air, water, noise, and such other matters as may be required by the "City;"
- (e) Not include property that is owned or leased by a member of the City Council of the City of Farmersville, Texas, or by a member of the City's Planning and Zoning Commission;
- (f) Conform to all requirements of the City's zoning ordinance and all other applicable laws and regulations;
- (g) Conform to all other requirements of the City of Farmersville Tax Abatement Policies and Guidelines as adopted May 11, 2001 or as adopted subsequently.

**Section 7:** Written agreements under Section 312.205 of the Texas Tax Code with the property owner(s) located within the Tax Abatement Zone shall include, but not be limited to, the following provisions:

- (a) Terms regarding the duration of exemption and share of eligible taxable real and personal property value from taxation;
- (b) A listing of the kind, number, location, and costs of all proposed improvements of the property;
- (c) A statement that access to the project shall be provided to allow for inspection by City inspectors and officials and such other governmental personnel reasonably deemed necessary to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement.
- (d) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect.

- (e) That property tax revenue lost as a result of the tax abatement agreement will be recaptured by the City if the owner of the property fails to make the improvements as provided by the agreement.

**Section 8:** If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 9:** It is hereby found, determined and declared that a sufficient notice of the date, hour, place, and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times as required by the Texas Open Meetings Act, Section 551.001, et seq. of the Texas Government Code, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice was in fact delivered to the presiding officer of any affected taxing entities as prescribed by the Property Redevelopment and Tax abatement Act, as amended.

**Section 10:** This Ordinance shall take effect immediately from and after its passage by the City Council of the City of Farmersville.

**PASSED** on first reading on the 8<sup>th</sup> day of April, 2014, and second reading on the 22<sup>nd</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:

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

ATTEST:

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

**“EXHIBIT A”**  
**ORDINANCE # O-2014-0422-001**

Eastern Area: Beginning at the NE corner of CR 653 and US 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 Hwy 380, west on a line parallel to US 380 to FM 547, north to US 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 at the SW corner of Main Street

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

Southern Area: Beginning at County Road 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.

## Map of Reinvestment Zone







TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Only Reading – Consider, discuss and act upon a budget ordinance to purchase vacuum excavation equipment

- An Ordinance is attached for review

**ACTION: Accept or deny the ordinance as presented.**

**CITY OF FARMERSVILLE  
ORDINANCE O-2014-0408-003**

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

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

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

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

**WHEREAS**, the City Council has determined that it is in the best interest of the City to amend the Fiscal Year 2013 – 2014 budget to adopt the proposed amendment(s) to the budget of the revenues and expenditures from the Water/Wastewater Fund to allow the funding of capital expenditures to include vacuum excavation equipment.

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

**SECTION 1. BUDGET AMENDMENT ADOPTION**

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

**SECTION 2. SEVERABILITY**

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

**SECTION 3. REPEALER**

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

manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

#### **SECTION 4. ENGROSSMENT AND ENROLLMENT**

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

#### **SECTION 5. SAVINGS**

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

#### **SECTION 6. EFFECTIVE DATE**

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

**PASSED** on first reading and only reading on the 8<sup>th</sup> day of April, 2014 at properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 8<sup>th</sup> DAY OF APRIL, 2014.**

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

**ATTEST:**

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

## CITY OF FARMERSVILLE

## EXHIBIT A

## FY 2013-2014 Water/Wastewater Fund Revision

GOVERNMENTAL FUNDS	WATER/WASTEWATER ESTIMATED BEGINNING CASH AND INVESTMENTS	WASTEWATER REVENUES	WASTEWATER EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	WATER/WASTEWATER PROPOSED ENDING CASH AND INVESTMENTS
Water/Wastewater Fund	\$ 1,197,355	\$ 825,489	\$ 718,788		1,304,056

Proposed expenses(included in wastewater  
expenditures column)

VacStar800DT \$42,000



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Consider, discuss and act upon appointing a Director to the North Texas Municipal Water District Board for the 2014-2016 term of office

- Letter from NTMWD announcing appointment
- Bill Harrison has offered to continue to serve in this capacity

**ACTION: Appoint a Director to the NTMWD Board.**



**NORTH TEXAS MUNICIPAL  
WATER DISTRICT**

*Regional Service Through Unity*

March 4, 2014

Mr. Ben White, City Manager  
City of Farmersville  
205 South Main Street  
Farmersville, Texas 75442

RE: NTMWD BOARD MEMBER APPOINTMENT

Dear Mr. White:

This is your official notification that Mr. Bill Harrison's term of office as an NTMWD Board Member expires May 31, 2014. The City Council, by a majority vote, should reappoint Mr. Harrison or appoint another Director to serve a term from June 1, 2014, to May 31, 2016.

In accordance with the statute creating the District (Article 8280-141), the qualifications of a Director include the following: "No person shall be appointed a Director unless he resides in and owns taxable property in the city from which he is appointed. No member of a governing body of a city, and no employee of a city, shall be appointed as a Director." Under other state law, no other government official that receives compensation could be appointed.

The cities served by the NTMWD appreciate the work and effort expended by the appointed Directors. It is my practice to visit with new Directors in an orientation session prior to their first meeting; therefore, please notify my office in writing when the City Council has appointed a Director for the new term. Should you have any questions or need additional information, please do not hesitate to contact my office.

Sincerely,

JAMES M. PARKS  
Executive Director

JMP/mcf

cc: Mr. Bill Harrison  
City Secretary



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Receive, discuss and act upon annual report from Community Waste Disposal (CWD)

- A representative from CWD will be presenting their annual report

**ACTION: Council to act as deemed necessary.**





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Receive, discuss and act upon audit for 2012-2013

- A representative from Rutherford, Taylor and Company will be presenting the audit annual report for Fiscal Year 2012-2013

**ACTION: Council to act as deemed necessary.**



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Consider, discuss and act upon a Mutual Aid Agreement between the City of Garland/Garland Power and Light and the City of Farmersville

- City Manager Ben White will address this issue

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

## MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT ("Agreement") is entered into by and between the CITY OF GARLAND, TEXAS, a home-rule municipality operating its electric utility as GARLAND POWER AND LIGHT, hereinafter "GPL," and the CITY OF FARMERSVILLE, hereinafter "City." GPL and City may hereinafter be referred to individually as "Party" and/or collectively as "Parties."

### RECITALS:

A. GPL and the City, within the performance of their respective activities, maintain professional staff qualified to undertake repair, maintenance and replacement of electrical distribution systems.

B. The Parties deem it appropriate to develop a written agreement to govern situations in which one Party ( the "Requesting Utility") may need the assistance of the other Party (the "Responding Utility") by setting forth the terms and conditions under which the Requesting Utility may request and utilize such assistance from the Responding Utility.

C. The intent and purpose of this Agreement is to exercise the authority of each of the Parties signing this Agreement to create and implement an Interlocal Cooperation Agreement pursuant to the provisions of Chapter 791 of the Texas Government Code.

D. The general purpose of this Agreement is to authorize the Parties to cooperate in the provision and exchange of emergency services to the maximum extent allowed by law. By way of illustration, and not limitation, such emergency events may include but are not limited to a major problem with their distribution system(s); natural disaster, accident or terrorist act; or to

coordinate requests for assistance and to provide an efficient and reliable procedure for determining when supplemental services are available and/or may be necessary.

E. Each of the Parties may have the necessary equipment and personnel to enable it to provide such assistance and services to the other Party to this Agreement in the event of an emergency.

F. The geographical boundaries of the Parties are located in such a manner as to enable each Party to render mutual assistance to the other.

G. Each Party finds that this project or undertaking is necessary for the benefit of the public and that each Party has the legal authority to provide the governmental function or service which is the subject matter of this Agreement.

H. The Parties, in paying for the performance of governmental functions or in performing such governmental functions under this Agreement, shall make payments therefore only from current revenues legally available to such Party;

I. NOW, THEREFORE, pursuant to the applicable provisions of law, including Chapter 791 of the Texas Government Code, and subject to the terms of this Agreement, the parties executive this document agree as follows:

#### **ARTICLE I** **UNDERLYING PREMISES**

1.1. Voluntary Participation: Participation in this Agreement is purely voluntary and requests for and responses to requests for assistance are at the sole discretion of the Responding Utility. The Responding Utility shall have the primary interest of protecting its own constituency. Neither Party shall be liable to the other Party for, or be considered to be in breach of or default under this Agreement on account of, any delay in or failure to perform any

obligation under this Agreement save and except the obligation to make payment as specified in this Agreement.

1.2. Response Discretionary: Emergency assistance will be in the form of resources, such as equipment, supplies, and personnel, and/or the direct provision of service ("Emergency Assistance"). The execution of this Agreement shall not create or otherwise impose any duty to respond to a request for Emergency Assistance on the part of either Party. Neither Party shall be held liable for failing to provide Emergency Assistance in response to a request from the other Party. Each Party has the absolute discretion to decline to provide any requested Emergency Assistance and to withdraw Emergency Assistance it has provided at any time without incurring any liability save and except only to the extent that the Responding Utility abandons a repair prior to completion that creates a new and unreasonable danger or hazard. The Parties recognize that time is critical during an emergency and diligent effort will be made to respond to a request for Emergency Assistance as rapidly as possible, including notification(s) that Emergency Assistance is not available or that Emergency Assistance is being withdrawn.

## **ARTICLE II**

### **OPERATIONAL PROVISIONS**

2.1 Request for Assistance: The employee who is in charge of an emergency within the boundaries of the Requesting Utility's jurisdiction is authorized to request Emergency Assistance from the Responding Utility if confronted with an emergency situation in which the Requesting Utility has need for equipment and personnel in excess of that available to the Requesting Utility and which equipment and personnel may be available from the Responding Utility to which the request is directed.

2.2 Mobilization: Requests for Emergency Assistance shall be directed to the designated contact person(s) on the contact list provided by the respective Parties. The extent to which the Responding Utility provides any Emergency Assistance shall be at the Responding Utility's sole discretion. In the event the emergency impacts a large geographical area that activates either federal or state emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such federal and state emergency laws. Each Party may develop and maintain a current plan for mobilization of its personnel and other resources which, in its sole discretion and opinion, is adequate to effectively respond to a request to provide Emergency Assistance to the other Party.

2.3 Response to Request: Upon receipt of a request for Emergency Assistance, the responsible employee of the Responding Utility receiving the request shall, with reasonable promptness, take the following action:

2.3.1 Determine if the Responding Utility has equipment and personnel available to respond to the Requesting Utility and determine the type of equipment and number of personnel available.

2.3.2 Upon making the determination of available resources, with reasonable promptness, advise the Requesting Utility of the determination reached as to Emergency Assistance, confirm the continuing need of the Requesting Utility for Emergency Assistance, and dispatch the available resources to the scene.

2.3.3 In the event the determination is the Responding Utility does not have the ability to respond to the request for Emergency Assistance, advise the Requesting Utility of that determination with reasonable promptness.

2.4 Command Responsibility at Response Site: The employee of the Requesting Utility in charge at the site to which the response is made shall be the individual in charge of the operations and thus the individual under which the Emergency Assistance sent by the Responding Utility shall serve: PROVIDED THAT, the responding equipment and personnel shall be under the immediate supervision of the employee of the Responding Utility in charge of the responding apparatus. If the Requesting Utility's employee specifically requests an employee of the Responding Utility to assume operational control, neither the employee who makes such a request nor the Responding Utility shall by relinquishing operational control, be relieved of responsibility for the operation.

2.5 Liability: Each Party to this Agreement agrees to be responsible for and assume liability for its own wrongful and negligent acts or omissions, including the negligence attributed to that Party's management and operational decisions, or those of its officers, agents, or employees, and agrees to the fullest extent allowed by law to indemnify, defend and hold the other Party to this Agreement and its officers, agents, and employees, harmless from such liability.

In any lawsuit brought against either Party to this Agreement or as against their officers, agents, or employees by persons or entities not signatory to this Agreement, neither Party shall be limited in its legal rights to request apportionment of any judgment rendered against it, and neither Party shall be limited in its rights as provided under the laws of the State of Texas to seek contribution for any judgment it is required to pay in excess of its proportionate share any liability judgment or award.

2.6 Return of Equipment & Supplies: Upon completion of work on the emergency, such assistance and help as is necessary will be rendered by each Party to locate and return any items

of equipment to the Party owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Utility upon being released by the Requesting Utility, or upon request being made by the Responding Utility for return of said equipment and personnel.

## 2.7 Fiscal Provisions:

2.7.1 Each Party shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying workmen's compensation upon its employees, and each shall be responsible for its own equipment and shall bear the risk of loss therefore, subject to the right to reimbursement set out herein-below.

2.7.2 The Requesting Utility agrees to reimburse the Responding Utility for the following:

2.7.2 (1) The time utilized by the Responding Utility's staff for the benefit of the Requesting Utility at a rate which shall be equal to the compensation rate, including all benefits, paid by the Responding Utility to its responding employees.

2.7.2 (2) For the reasonable cost of any supplies utilized by the Responding Utility in undertaking aid and assistance for the Requesting Utility and, to the extent that a vehicle has been utilized, for the standard reimbursement rate, including but not limited to mileage, which may from time-to-time be established by the Parties for vehicle use reimbursement.

2.7.2 (3) As to equipment of the Responding Utility utilized at the site, the agreed upon utilization cost thereof, as such cost may be established by the agreed upon schedule developed by the Parties.



2.8 Insurance: Each Party agrees to maintain insurance coverage for its own equipment and personnel, whether through third-party insurance or membership in an appropriate insurance pool providing equivalent coverage.

### **ARTICLE III** **GENERAL PROVISIONS**

3.1 Term of Agreement: This Agreement shall be effective for a period of one year from the date it is signed by the last Party to execute the Agreement, and shall thereafter automatically renew from year to year unless terminated in accordance with this Agreement;

3.2 Termination: This Agreement shall remain in full force and effect unless and until terminated as follows:

3.2.1 Written notice shall be served by a Party upon the other Party of its intention to terminate the Agreement. Such notice shall be served not less than thirty (30) days prior to the termination date set forth therein. The Agreement shall automatically terminate on the date set out in the notice unless the notice is rescinded, in writing, prior to that date.

3.2.2 Termination of the relationship encompassed by this Agreement shall not preclude future agreements for mutual aid between the Parties.

3.3.3 Termination shall not:

(i) Affect the responsibility of any Party to pay any moneys which are owing to the other Party under the terms of this Agreement; or

(ii) Relieve a Party of a responsibility imposed pursuant to this Agreement.

3.3 Agreement Not Exclusive: This Agreement is not intended to be exclusive as between the Parties hereto. Either Party may, as it deems necessary or expedient, enter into separate interlocal cooperation agreements for mutual aid with any other utility or entity. Entry into such separate agreements shall not, unless specifically stated therein, affect any relationship or covenant herein contained.

3.4 Dispute Resolutions:

3.4.1 Written notification setting forth the specific nature of a dispute arising under this Agreement shall be given by one Party to the other Party involved in the disputed matter.

3.4.2 Upon the giving of the notice referenced above, the Parties agree that they shall attempt to resolve the dispute by informal discussions. Each Party commits to participate in these efforts in a timely manner and in good faith.

3.4.3 If such informal efforts are not successful, the Parties may submit the dispute to non-binding mediation. Any costs for the mediator shall be shared equally between the Parties.

3.4.4 In the event of any litigation arising out of the performance of this Agreement, it is agreed that the Courts of the County of Collin, State of Texas, shall be courts of proper venue. Further, in addition to any other relief, the Court may award the substantially prevailing party reasonable attorneys' fees and costs.

EXECUTED IN MULTIPLE COPIES UPON THE DATES SET FORTH BELOW.

Signed on behalf of the City of Farmersville, Texas this \_\_\_\_ day of \_\_\_\_\_,  
2014.

CITY OF FARMERSVILLE, TEXAS

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan D. Lathrom, City Attorney

Signed on behalf of Garland Power and Light this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF GARLAND, TEXAS  
GARLAND POWER AND LIGHT**

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

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

Title: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Consider, discuss and act upon a contract with Farmersville Little League Baseball

- The contract is presented for review.

**ACTION: Council to act as deemed necessary.**

**ATHLETIC COMPLEX JOINT USE AGREEMENT BETWEEN  
THE CITY OF FARMERSVILLE,  
AND  
THE FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION**

**WHEREAS** the City of Farmersville owns Spain Athletic Complex located at the intersection of Murchison Street and Merit Street known as the J. W. Spain Athletic Complex; and,

**WHEREAS** the City of Farmersville wishes to maximize the use of the Complex for the benefit of Farmersville and area citizens by entering into an agreement with the Farmersville Little League Baseball Association by defining and enumerating the duties and responsibilities of each entity;

**NOW THEREFORE**, the City of Farmersville (City) and the Farmersville Little League Baseball Association (Little League) agree to the following user regulations concerning the J. W. Spain Athletic Complex (Complex):

**Section 1. Designation of Fields and Field Use**

For purposes of clarity in this agreement, the south field in the Complex will be designated field 1. The middle field of the Complex will be designated as field 2. The north field will be designated as field 3. The baseball fields on the eastern most side of the Complex will be known as field 4 and field 5 respectively. Any further fields to be constructed will be numerically designated at the time of construction.

The Little League Baseball season begins in February and runs through June. The Little League will have priority access to the fields 1 thru 5 during all scheduled league games and team practices. A game schedule must be provided to the City Manager, or his designee, as soon as it becomes available. At all other times the Complex is open for use on a first-come first-use basis. A practice schedule must also be provided to the City Manager, or his designee, prior to practices beginning. Any conflicts in scheduling should be brought to the attention of the City Manager.

The Little League may begin preparation of the playing fields for the playing season at any time before the beginning of the playing season after notifying the City Manager, or his designee, of its intent to begin such work. The City Manager, or his designee, has the final authority for scheduling of all Complex events.

**Section 2. Grounds Maintenance**

The Little League shall prepare and maintain all playing fields for Little League events. Fields must meet high-quality and presentable playing condition from the beginning to the end of the playing season.

Trash and litter will be picked up and removed from the playing fields and bleacher areas at the end of each playing day **by the Little League**. Periodic cleaning shall be performed by the Little League at intervals between games days, if necessary, to prevent a buildup of trash and litter. If Little League does not comply and allows trash and litter to be left on the field after any use, the City will impose a charge not to exceed \$200 per incident. Little League will be responsible to pay said trash and litter removal fees. If the City charges the Little League a third time for the same offense, the City may at its discretion, terminate the contract and not allow the Little League to use the facilities at the Spain Athletic Complex.

The City will provide adequate trash receptacles and trash removal for the purpose of keeping the complex clean. Little League shall be responsible to have a designated area for trash pickup. Little League will be billed for labor and material for any needed follow-up cleaning provided by the City

The City is responsible to provide for mowing, weed control, edging, and watering of the entire Complex including playing fields and common areas.

The Little League shall be responsible to pay for one-fourth of the cost of mowing during the Little League Baseball Season. The City will prepare invoices for the Little League for one-fourth of the annual cost. Payment is due within 15 days. Non-payment will result in a 10% surcharge and possible termination of this contract.

The Little League 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. Little League activities shall not be conducted without the presence of a member that is on the access list.

### **Section 3. Concession Stand Operation and Proceeds**

The Little League is responsible to provide concession services during all scheduled Little League events at the Complex. All expenses associated with the Concession Stand for scheduled Little League events will be the responsibility of the Little League. The Little League shall retain all proceeds, after expenses, from concession stand sales for all scheduled Little League events. Concession stand must be cleaned after each use, including the grill/stove. The grease must be removed by the Little League and disposed of in a proper manner. The grease drip tray must be totally cleaned and free from any remnants of grease. All trash must be removed from the concession stand and placed in the trash receptacles provided. The floors must be mopped and cleaned.

### **Section 4. Restroom and Concession Maintenance**

Restrooms are under the control of the Little League during their respective playing seasons. The restrooms are to be open for games and practice times, but must be locked at all other times. The Little League is responsible to the City for safeguarding, supplying, and thorough cleaning of the facilities.

Winterizing of restrooms and concession building will be the responsibility of the City as well as normal maintenance, repairs, and replacements.

The concession building will be kept clean and sanitary **at all times** by the Little League when it is under its use and control and all equipment used will meet applicable regulatory standards of the City. If conditions exist in the Restroom or Concession Stand that require work by the City or if the City is required to hire a third-party to repair, maintain or replace any equipment or facilities the associated cost of such repair, maintenance, or replacement will be the responsibility of the Little League. If Little League does not compensate the City with the costs of repair, maintenance or replacement due to work by the City or where the City is required to hire the repair, the City will impose a charge not to exceed \$200 per incident in addition to the costs incurred for said incident. Little League will be responsible to pay said fees. If the City charges the Little League a third time for the same offense, the City may at its discretion, terminate the contract and not allow the Little League to use the facilities at the Spain Athletic Complex.

## **Section 5. Equipment, Supplies, and Storage Facilities**

In recognition of the Little League's need to protect and maintain its equipment and supplies, the City grants use of the detached storage facility located next to the south gate and one storage room inside the Concession Building. The City will share the use of the storage room located on the south side of the Concession Building. The City will have exclusive use of one storage room inside the Concession Building.

## **Section 6. Modifications or Improvements to Complex**

Any suggested modification or improvements to the Complex must be presented to the City Manager, or his designee, for consideration with the Parks and Recreation Board. Following the Board's review, recommendations will be forwarded to the City Council for final approval. Little League will share the costs of such modifications or improvements as agreed upon prior to construction. The City will prepare invoices for Little League's portion of the costs of such modifications or improvements. Payment is due within 15 days. Non-payment will result in a 10% surcharge and possible termination of this contract.

## **Section 7. City Utilities**

Until further notice, the City will continue its practice of providing water, sewer, electricity, and information technology service to the Complex with no charge to Little League. The City retains the right to assess future charges for these services after giving notice at the end of the playing season and prior to the next playing season for which charges will begin. However, discovery that field lights have been left on after Little League use will result in an immediate \$200 charge for each such incident. Similarly, discovery that the water has been left running after Little League use will result in an immediate \$200 charge for each such incident. If the City charges the Little League a third time for the same offense, the City may at its discretion, terminate the contract and not allow the Little League to use the facilities at the Spain Athletic Complex.

## **Section 8. Ancillary Financial Matters**

The Little League shall provide copies of a year-end financial statement, ending December 31st, for the year prior to the renewal of this agreement. All financial obligations contracted by the Little League in relation to its use of the Complex must be paid in return for the satisfactory delivery of goods and services, and failure to do so without just cause will be considered reason for the City to cancel the agreement with the Little League. In no case will the City be responsible for expenses or obligations contracted by the Little League for any reason unless by prior and specific agreement.

The City will not provide content insurance of the concession building.

## **Section 9. Insurance Required**

- A. Without limiting any of the other obligations or liabilities of the Little League, the Little League 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 Little League'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, Workers' Compensation insurance with statutory limits; and Employers' 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.
3. Umbrella or Excess Liability insurance with minimum limits of \$1 million each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage (1, 2 and 3). The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements. The Little League may maintain reasonable deductibles, subject to approval by the City of Farmersville.

The Little League shall furnish to the City Manager certificates of insurance on an "ACCORD" form executed by the insurer or its authorized agent stating the coverages, limits, expiration dates and compliance with all applicable required provisions prior to any use of the Complex by the Little League. Certificates shall reference this agreement and be addressed as follows:

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

- B. With reference to the foregoing required insurance, the Little League shall endorse applicable insurance policies as follows:
1. In the event the Little League is required by law to obtain, or has otherwise obtained, Workers' Compensation insurance and Employers' Liability coverage the Little League 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 Little League.

### **Section 10. Non-League Events**

City approval is required for all Non-League Events. Deposits and user fees generated from all non-Little League events will be in accordance with the Fee Schedule as set out in Appendix A and shall be made payable to the City of Farmersville.

Deposits will be returned to the users, provided the Complex has been cleaned to the satisfaction of the City Manager. If the condition of the Complex requires work by City personnel, a charge of \$200 per hour will be deducted from the deposit until the deposit is exhausted. The non-league entity (team or private party) renting the Complex, will be billed for any additional costs that may occur due to misuse of the Complex and termination of future use of the Complex will be enforced.

### **Section 11. Personal Conduct at Athletic Events**

The City recognizes that crowd noise is a part of any athletic activity and accepts this. However, the City requests that the Little League make a good faith effort to discourage any undue harassment of neighbors by participants or spectators at any activity for which Little League is responsible.

The Little League will be responsible for the proper conduct of team members, coaches, fans, and other spectators during any activity sponsored or sanctioned by the Little League at the Complex and, if necessary, will ask the City for assistance in maintaining order.

The sale or consumption of alcohol, illegal drugs, or illegal chemical substances at the Complex is a violation of city ordinances, **will not be permitted**, and will be punishable according to applicable law. The Athletic Complex is a non-smoking facility and **smoking shall not be allowed in, on and about the Complex**. Violators will be punished in accordance with the City's ordinances prohibiting smoking at the Complex.

The City retains the right to restrict the times of use and conduct of all activities in the Complex. 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. A list of Little League Board Members must be made available along with contact numbers to the Parks Board by the end of February. The Little League will be provided with the City Manager's contact information should any issue arise with the Spain Complex.

### **Section 12. Hold Harmless and Indemnification**

**The Little League 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 Little League, 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 Little League will, at its own cost and expense, defend and protect City from any and all such claims and demands. Also, the Little League 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 the 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.

### Section 13. Term

This agreement will be in force for one year from April 1, 2014 through March 31, 2015. Any party may cancel participation in this contract with a thirty day written notice. However, a bona fide effort must be made to resolve any misunderstandings or disagreements leading to the cancellation.

Two (2) months prior to the expiration of this Agreement, and provided no proposal has been offered by the Little League, it shall be the responsibility of the administrative staff of the City of Farmersville to initiate action to review the Agreement, taking into consideration any proposals from the Little League, and forward proposals to alter or cancel the Agreement to the Parks and Recreation Board for consideration. 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.


**This joint use agreement has been approved by the governing bodies of each entity.**

**City of Farmersville:**

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

Attest:

\_\_\_\_\_  
Edie Sims, City Secretary  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Parks Board President  
Date: February 25, 2014

**Farmersville Little League Baseball Association:**

  
\_\_\_\_\_

Little League Baseball President

Date: 3-26-14

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

## APPENDIX A

### SCHEDULE OF USER FEES

#### Applicable to all Non-Little League events

Activity Description	Resident	Non Resident
Deposit, any Combination of Fields	\$250	\$350
Use of Field 1, 2, or 3	\$50	\$250
Use of Field 4 or 5	\$100	\$200
Use of Field 6	\$150	\$200
Lights, Hourly Rate (per field)	\$20	\$40

All fees must be paid at the time the reservation is made or at least two weeks prior to the reserved date.

Deposit is refundable if the fields, restrooms and concession area is clean and in working order.



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Consider, discuss and act upon personnel safety for employees

- The separate sections of the Personnel Manual is attached for review regarding safety.

**ACTION: Council to act as deemed necessary.**

(V – F)

## **CHAPTER 14**

### **MISCELLANEOUS PROVISIONS**

#### **14-01. PROPERTY CONTROL**

Department heads shall insure that property under their control is properly safeguarded, accounted for, and administered. The accounting clerk shall maintain or delegate the maintenance of an up-to-date inventory of all City property. All acquisitions, disposals, or transfers of property shall be reported to the accounting clerk or the designated representative.

Postage, stationery, office supplies, tools, vehicles, and equipment purchased and owned by the City are to be used only in the conduct of City business. No City employee shall use these items in the conduct of his or her personal affairs without prior approval.

Employees shall only utilize City reproduction copiers for City business unless making restitution for said use in accordance with established guidelines and procedures.

#### **14-02. UTILITIES**

Departmental requests for new City electric, gas, and telephone utility installations or additional service must be approved in advance by the City Manager.

#### **14-03. PURCHASES**

No purchases shall be made in the name of the City by any employee except by following the procedures outlined in the City purchase order system or as approved by the City Manager.

#### **14-04. SAFETY**

Department heads shall be responsible for preparing and promulgating safety procedures applicable to all personnel and operations under their control. Each employee is required to adhere to all safety procedures set forth by the City, the state, and federal agencies. It is the obligation of all employees to report any unsafe conditions to the appropriate department heads and to inform their supervisor of any on-the-job injury or accident.

#### **14-05. TELEPHONE USAGE**

Department heads shall be responsible for maintaining logs of long distance telephone calls and for assuring that they are only made for necessary City business. Telephones should be answered promptly and courteously. Personal calls shall be limited so as not to interfere with City business.

#### **14-06. NEWS RELEASES**

All news releases will be made by the City Manager or his designated representative.

#### **14-07. USE OF CITY EQUIPMENT AND FACILITIES FOR PRIVATE USE**

The use of City equipment and facilities for private use are prohibited. Under no circumstances shall City equipment or facilities be loaned or rented.

#### **14-08. PROFESSIONAL MEMBERSHIPS AND SUBSCRIPTIONS**

The City will participate in the cost of professional memberships and subscriptions for



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Consider, discuss and act upon a resolution regarding a personal tool policy

- The contract is presented for review.

**ACTION: Council to act as deemed necessary.**

(V – G)

**CITY OF FARMERSVILLE  
RESOLUTION # R-2014-0408-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE POLICY AND PROCEDURES FOR THE FARMERSVILLE EMPLOYEE PERSONAL EQUIPMENT PURCHASE PROGRAM, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Farmersville acknowledges the need to adopt a Policy and Procedure guide for the Employee Personal Equipment Purchase Program by complementing their operating standards; and,

**WHEREAS**, the City Council has reviewed the Employee Personal Equipment Purchase Program Policy; **NOW, THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS THAT;**

**SECTION 1.** The City of Farmersville's Employee Personal Equipment Purchase Program Policy is hereby adopted as the official personal equipment purchase policy of the City of Farmersville.

**SECTION 2.** The City of Farmersville's Employee Personal Equipment Purchase Program is hereby adopted as the official personal equipment purchase policy of the City of Farmersville.

**SECTION 3.** This Resolution shall take effect immediately from its passage.

**SECTION 4.** All provisions of the resolutions of the City of Farmersville in conflict with the provisions of this Resolution are hereby repealed, and all other provisions of the resolutions of the City of Farmersville not in conflict with the provisions of this Resolution, shall remain in full force and effect.

**DULY PASSED** by the City Council of the City of Farmersville on this 8<sup>th</sup> day of April, 2014.

---

Joseph E. Helmberger, P.E., Mayor

ATTEST:

---

Edie Sims, City Secretary



## **Personal Equipment Purchase Program**

The City recognizes the need for its employees to be fully prepared to function in their duties as public employees of the City of Farmersville. Purchasing and issuing specialized tools in order to engage in detailed portions of the job where these pieces of equipment are not easily interchangeable between employees.

Due to the various physical size, fit and alignment of an employee, issuing "set " specialized equipment to an employee is problematic. Additionally, the financial impact to the City to issue specialized equipment fitted to each employee is not economically feasible. For that reason, the City offers a one-time purchase Personal Equipment Program in which the employee can order the City approved equipment.

The City agrees to fund the non-interest purchase but the employee must repay the amount funded back to the City through a payroll deduction. The purchase and payroll deduction must be completed within the fiscal budget year. The amount to be deducted will be calculated based on the number of paychecks left in the fiscal budget year. The employee must submit a payroll deduction authorization form to the Department Head for approval.

The equipment is personally owned property, but it is also used during the course of the employee's duties as a Public Employee. It is the employee's understanding and responsibility to have any specialized training to use the equipment.

## **Payroll Deductions**

Standard payroll deductions may include Medicare, OASDI, FICA, medical, dental, life insurance, credit union, savings, US Savings Bonds, deferred compensation, TMRS, United Way, unreimbursed medical and child care expenses (RIS, Section 125) and child support.

The City of Farmersville shall allow public employees to purchase essential equipment authorized by the department or City Manager through payroll deductions. Said "equipment" payroll deductions policy must go before the City Manager and City Council for approval. Upon approval, an employee may select item(s) to be purchased and submit the invoice listing the items and prices, included any taxes, for the purchase to be paid through a payroll deduction.

Since the purchase is for personal use, but is job related, and is not owned by the City of Farmersville, purchases are subject to sales taxes. The City reserves the right to set a minimum amount to be deducted as well as a time limit in which said purchase must be paid off completely. In regards to equipment purchases, the City requires completion of all payroll deductions within the fiscal year in which the purchases are made. Any extensions to equipment purchases must have City Manager's approval.

**Filing Process**

Upon approval, a copy of the invoice must be submitted by the Department Head to the City Manager and Finance Director. Said invoice must be accompanied with a completed employee payroll deduction form for processing. The original invoice should accompany the payment authorization form submitted by the department to the Finance Director for payment to the vendor.

In the event employment with the City terminates for any reason prior to repayment of the full amount due under the Purchase Agreement, the entire remaining balance shall become immediately due and payable to the City. The remaining balance, if any, upon termination of employment, shall be deducted from the employee's final paycheck. If there are not sufficient funds in the employee's final paycheck to pay the remaining balance, the City may withhold the employee's final paycheck until the remaining balance has been paid in full.



City of Farmersville, Texas  
205 S. Main Street  
Farmersville, TX 75442  
972) 782-6151

Employee Equipment Purchase  
Authorization Form

I, \_\_\_\_\_, an employee of the City of Farmersville,  
hereby authorize the City to purchase on my behalf, for my use, inventory of equipment  
items purchased: \_\_\_\_\_

For a total purchase price of \$ \_\_\_\_\_. I furthermore authorize the City of  
Farmersville to deduct \$ \_\_\_\_\_ dollars per pay period from my payroll check  
until such time as the amount of the purchase price of said equipment has been repaid.

In the event I leave the employ of the City of Farmersville for any reason, prior to  
completion of said payment, I authorize the City of Farmersville to deduct any remaining  
balance from my final check. If my final check is not sufficient to cover the balance then  
owed, I agree to pay the City of Farmersville said balance within one (1) month of the  
last date of my employment.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Consider, discuss and act requesting the Planning and Zoning Commission create an ordinance to resolve issues related to items being placed on and/or near the public right-of-way

- City Manager Ben White will discuss this item

**ACTION: Council to act as deemed necessary.**

(V – H)



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Consider, discuss and act upon issues surrounding vapor shops

- Document on pros and cons of vaping is attached for review.

**ACTION: Council to act as deemed necessary.**

(V – I)



## Pros and Cons of Smoking vs Vaping

What are the Pros and Cons of Smoking vs Vaping?

We'll start with... SMOKING

### PROS

- Hand to mouth motion
- Deep inhale
- Throat hit
- Controlled exhale and swirling smoke
- ...all combining to produce feelings of well-being and relaxation.

### CONS

- Tar
- Carbon Monoxide
- Close to 4000 Toxic chemicals
- Bad breath
- Foul smelling clothes and furnishings
- Stained teeth
- Tobacco smoking is dangerous and so subject to Smoking Restrictions to protect others from second hand smoke.
- Increased risk of cancer, lung damage, pulmonary disease, cardiovascular disease, sexual problems, etc.
- Expensive

Now on to Vaping

### PROS

- Nicotine itself is linked to Niacin - a vitamin, used in the treatment of depression (read more about Nicotine and Niacin below)
- Nicotine in cigarettes comes from the burning of tobacco leaves which burns pesticides and releases tar and other unhealthy substance which you inhale.
- In vaping, the nicotine is mixed in the solution so it's much cleaner for your body.

### Not having to give up nicotine

- Vaping provides the nicotine and the behaviors smokers enjoy, but you can also choose nicotine strength and even the NO NICOTINE option if you want to quit, but still have the relaxing behavior routine. It's healthier.
- Nicotine minus the tar, carbon monoxide and toxic chemicals.
- There's no burning of tobacco therefore NO second hand smoke. Safer for the environment.

### Freedom

- It's vapor, therefore SMOKING LAWS DO NOT APPLY
- You can vape pretty much where and when YOU want! (though certain company policies may ask you to refrain from vaping)
- Indoors, at your desk, at the bar, cinema.. even on board aircraft (subject to airline regulations, but some airlines even sell personal vaporizers on board!)

Once people understand the smoke 'effect' is a relatively harmless water vapor they have no problems being around your fog machine! This is why we use the term **PERSONAL VAPORIZER** instead of e-cigarette or e-cig. By removing these word associations it's easier to persuade people it's not 'smoking' and not a harmful cigarette.

#### Friendlier

- No smoke means, NO yellowing or foul smell of clothing and furnitures.
- No smoke means, NO bad smelling breath. You can stop carrying your roll of Mentos everywhere you go.

#### Better for the environment

- No cigarette butts and less waste to dispose of. Since cigarette butts are NOT BIODEGRADABLE, once you flick it... they're there for good.

#### Finally go on that cruise you dreamed of!

- Independent studies show that vaping costs up to 90% less than smoking! What could you or your family do with that extra cash?

#### Latest news

##### Big Tobacco and e-cigarettes – the Game of E-cigs

Most vapers will surely be aware of the entry of Big Tobacco into the e-cigarette market over the last 18 months. Lorillard (makers of Kools) bought BluCigs for \$135 million...

#### Quick Links

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#### These are real reviews from real shoppers

x

- Site Reviews
- Product Reviews

• 2 Reviews ★★★★★



JakeezCrushedBits  
An absolute pleasure!

★★★★★

When I talk to the owner, I feel like family. When I need something, the first site I open in my browser is VLV! I can't wait to see what items will be here in the future. Because of the way you run your business, and treat me, I am loyal to you. If I need it, and you have it, I'll buy it from you before anyone else. Thanks for everything. :)... ⚡ ⚡ ⚡

- 2013-08-23
- On <http://vapor-lv.myshopify.com>
- 0
- 1



Frank D.  
Awesome place! :) Vapor LV

★★★★★

I found this place through an Internet search and one word Awesome! They carry the coolest most recent products on the market and good prices too. And their new line of ejuices are really tasty, I mean when you go to their store and look at the pictures they really do taste just like the pictures very rich and flavorful juice! I actually licked the... \* glass on my iPad, no not really just kidding but you'll want to check out Gummy bears gone wild it's great! Thanks Vapor LV your awesome! :) \* ⚡

- 2013-08-11

★ Reviews

- On <http://vapor-lv.myshopify.com>

- 0
- 2

- 19 Reviews ★★★★★



Steven G.  
GOOD SERVICE

★★★★★

WOULD BE NICE IF THEY HAD MORE PRODUCTS TO CHOOSE FROM BECAUSE SERVICE IS OUTSTANDING WILL ORDER AGAIN FROM THEM IF THEY HAVE WHAT I NEED.

- 2014-03-29
- On iClear30B Bottom Dual Coil Clearomizer 2.1ohm (Box of 5)
- 0
- 0



Jay S.  
Twist it in, and forget it, until the vapor production begins to taper off. Swap it out, and VAPE ON my friends :)

★★★★★

It's a Kanger! These heads just work like they should, and if regular alcohol soak / water rinsing / dry burn / and flavor wick replacement is performed, these heads last and last and last.... (and generally speaking, coil resistance testing, gives pretty consistent figures from head to head, right out of the blister pack. Finally, coil heads that ... we can trust to perform predictably, every time a new one is twisted into a tank! I do find that resistance test results tend to rise slowly, as the coils inside have had considerable use, and when cleaned thoroughly a few times. I simply replace the coil, or retire the entire head, when resistance testing begins to climb up into the high 2's, and low 3's

If you know what you are doing when it comes to making your own coils, these heads can even be completely refurbished a handful at a time.... and if you're knowledgeable, you know that you can make these heads a fairly broad range of resistances...high resist, very low resist.... Kanger BC head/tank combinations make a great (and LOW COST) platform for building your own coils :) ^-

- 2013-09-08
- On Kanger EVOD Coil Head
- 0
- 0



Muldemar  
Innokin iTaste 134

★★★★★

I just received this Beast today I luv it!!!Wattage is easy to control..Hits like a freight train..Looks are awesome!!Cant wait to show my friends It is BIG (makes my ProVari look like a stick bat)..Which is Exactly what I wanted!

- 2013-08-29
- On Innokin iTaste 134
- 0
- 1



Dan B.  
As American as Apple Pie!

★★★★★

This juice really got me going! I love baked goods, and nothing beats walking into a kitchen that has fresh apple pie. This juice has all the right flavors and has a smooth finish. When I have a sweet craving, this is the vape I turn to!

- 2013-08-12
- On Artisan e-Liquid: The Last Slice of Pie
- 0
- 2



Dan B.  
Love Chocolate?? Look no Further!





This flavor has to be the closest I've found to sweet, sinful chocolate. From start to finish this juice is a must for any die hard chocolate fan, Yummy!!

- 2013-08-12
- On Artisan e-Liquid: The Devil's Cupcake
- 0
- 2

- 1
- •
- 2
- •
- 3
- •
- 4
- •
- 

Write Site ReviewWrite Product Review

Reviews by YOTPO





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Consider, discuss and act upon the current drought conditions and Stage 3 water requirements according to the Water Management Plan

- Information from the Water Management Plan regarding Stage 3 is attached for review.
- News Release regarding Stage 3 water restrictions from North Texas Municipal Water District is attached for review

**ACTION: Council to act as deemed necessary.**

(V – J)

- Registered and properly functioning ET/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.
- \*\* Restrict landscape and lawn irrigation from 10 AM to 6 PM beginning April 1 through October 31 of each year.
- \*\* Prohibit planting of cool season grasses (such as rye grass or other similar grasses) that intensify cool season water requirements.

(Items identified by \*\* mandates the City to notify TCEQ of restrictions)

### **5.5.3 Stage 3**

#### **5.5.3.1 Initiation and Termination Conditions for Stage 3**

- The NTMWD has initiated Stage 3.
- City's water demand exceeds ninety-eight (98) percent of the amount that can be delivered to customers for three consecutive days.
- City's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- City's water supply system is unable to deliver water due to the failure or damage of major water system components.

Stage 3 may terminate when NTMWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail.

#### **5.5.3.2 Goals for Use Reduction and Actions Available under Stage 3**

The goal for water use reduction under Stage 3 is ten (10) percent.

The City Manager or official designee shall implement any action(s) required by NTMWD. In addition, the City Manager or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The supplier must notify TCEQ and NTMWD within five (5) business days if these measures are implemented:

- Continue the following actions set by Stage 1
  - Notify wholesale customers of actions being taken and request implementation of similar procedures.
  - Increase public education efforts on ways to reduce water use.
  - Intensify efforts on leak detection and repair.
  - Notify major water users and work with them to achieve voluntary water use reductions.
- Continue the following actions set by Stage 2
  - Halt non-essential city government water use.
    - Street cleaning.

- Initiate engineering studies to evaluate alternatives should conditions worsen.
- Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.
- Review the problems that caused the initiation of Stage 3.
- Implement viable alternative water supply strategies.
- Halt non-essential city government water use.
  - Reduce Splash Pad operational time by at least fifty (50) percent.
  - Washing of city vehicles.
- \*\* Initiate mandatory water use restrictions as follows:
  - Prohibit hosing of paved areas, buildings, or windows. (Pressure washing of impervious surfaces is allowed.)
  - Prohibit operation of all ornamental fountains or other amenity impoundments to the extent they use treated water.
  - Prohibit washing or rinsing of vehicles by hose except with a hose end cutoff nozzle.
  - Prohibit using water in such a manner as to allow runoff or other waste.
- \*\* Limit landscape watering with sprinklers or irrigation systems at each service address to once every seven (7) days. Automatic irrigation systems may only be utilized during each addressee's solid waste disposal (trash) day which is typically either Monday or Thursday. Exceptions are as follows:
  - Between November 1 and March 31 additionally limit landscape watering with sprinklers or irrigation systems at each service address to once every fourteen (14) days
  - Foundations, new landscaping, new plantings (first year) of shrubs, and trees may be watered for up to two (2) hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system.
  - Golf courses may water greens and tee boxes without restrictions.
  - Public athletic fields used for competition may be watered twice per week.
  - Locations using other sources of water supply for irrigation may irrigate without restrictions. Recommend the use of signs to inform the public that irrigation is provided by other sources.
  - Registered and properly functioning ET/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.
- \*\* Prohibit hydroseeding, hydromulching, and sprigging.
- \*\* Existing swimming pools may not be drained and refilled (except to replace normal water loss).
- \*\* Initiate a rate surcharge as requested by NTMWD.
- \*\* Initiate a rate surcharge for all water use over a certain level.
- \*\* If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on wholesale customers.
- \*\* Prohibit watering of golf courses using treated water, except as needed to keep greens and tee boxes alive.

**(Items identified by \*\* mandates the City to notify TCEQ of restrictions)**

- Period of time for which the variance is sought.
- Alternative measures that will be taken to reduce water use.
- Other pertinent information.

#### **5.7 Procedures for Enforcing Mandatory Water Use Restrictions**

Mandatory water use restrictions may be imposed in Stage 2, Stage 3 and Stage 4 drought contingency and water emergency response stages. The penalties associated with the mandatory water use restrictions shall be established by ordinance.

#### **5.8 Coordination with the Regional Water Planning Groups**

Appendix E includes a copy of a letter sent to the Chair of the Region C water planning group with this model drought contingency and water emergency response plan.

The City shall send a draft of its ordinance(s) or other regulation(s) implementing this plan to NTMWD for their review and comment. The City shall also send the final ordinance(s) or other regulation(s) to NTMWD.

#### **5.9 Review and Update of Drought Contingency and Water Emergency Response Plan**

As required by TCEQ rules, the City of Farmersville shall review the drought contingency and water emergency response plan every five (5) years. The plan shall be updated as appropriate based on new or updated information.



## NEWS RELEASE

North Texas  
Municipal Water District

For Immediate Release  
Contact:  
Rick Ericson-214.706.6000

**North Texas Municipal Water District Continues Stage 3 water restrictions  
allowing once every two weeks landscape watering for the month of April with  
month to month extensions based on any changes to drought conditions**

(Wylie, Texas-March 27, 2014) The North Texas Municipal Water District (NTMWD) Board of Directors have approved continuation of Stage 3 landscape watering of once every two weeks for the month of April 2014. The limitation of landscape watering to once every two weeks will continue with subsequent monthly extensions considered by the Board.

As part of the Stage 3, landscape watering is limited to once every two weeks with sprinklers or irrigation systems at each service address between November 1 and March 31, however, beginning the month of April 2014, limitation of landscape watering to once every two weeks will continue with subsequent monthly extensions considered by the Board.

NTMWD remains in Stage 3 of its NTMWD Water Conservation and Drought Contingency and Water Emergency Response Plan. Continuation of Stage 3 is necessary due to below average rainfall, declining water levels of NTMWD reservoirs, and the temporary loss of the Lake Texoma raw water supply due to the zebra mussel infestation.

As drought continues to persist, the few rain events that have occurred have not significantly impacted lake levels. The NTMWD Board of Directors will continue to review the Stage 3 restrictions each month. "The strategies in place assist NTMWD in managing the current available water supplies and plan for future needs," Parks added.

Lavon Lake, the NTMWD's primary water supply, is currently 12.32 feet below conservation pool level; Jim Chapman Lake is 12.58 feet low; Lake Tawakoni is 9.75 feet low; and Lake Texoma is 8.56 feet low.

The new pipeline from Lake Texoma comes online in May for Water Treatment Plants III and IV, and in June for Water Treatment Plants I and II. The \$306 million pipeline will connect Lake Texoma to the Wylie, Texas water treatment plant and will allow the NTMWD to resume using the Texoma water supply while minimizing the spread of the invasive zebra mussel. The restoring of the Texoma supply will not alter the current Stage 3 water management strategies as drought continues to have impacts to the NTMWD's water supplies in Lavon and Chapman.

NTMWD encourages consumers to continue strategies to extent current available supplies until relief from drought occurs.

For water conservation tips, visit [www.northtexaswateriq.org](http://www.northtexaswateriq.org) or [www.ntmwd.com](http://www.ntmwd.com)



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Consider, discuss and act upon items related to emergency preparedness

- City Manager Ben White will discuss this item.

**ACTION: Council to act as deemed necessary.**



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Update on street General Obligation Bond projects

- Bond Street Project report is attached for review

**ACTION: Council to act as deemed necessary.**

(V – L)



## Street GO Bond Project Status

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Update on water/wastewater General Obligation Bond projects

- Bond Water/Wastewater Project report is attached for review

**ACTION: Council to act as deemed necessary.**

(V – M)

## Water/Wastewater GO Bond Project Status

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

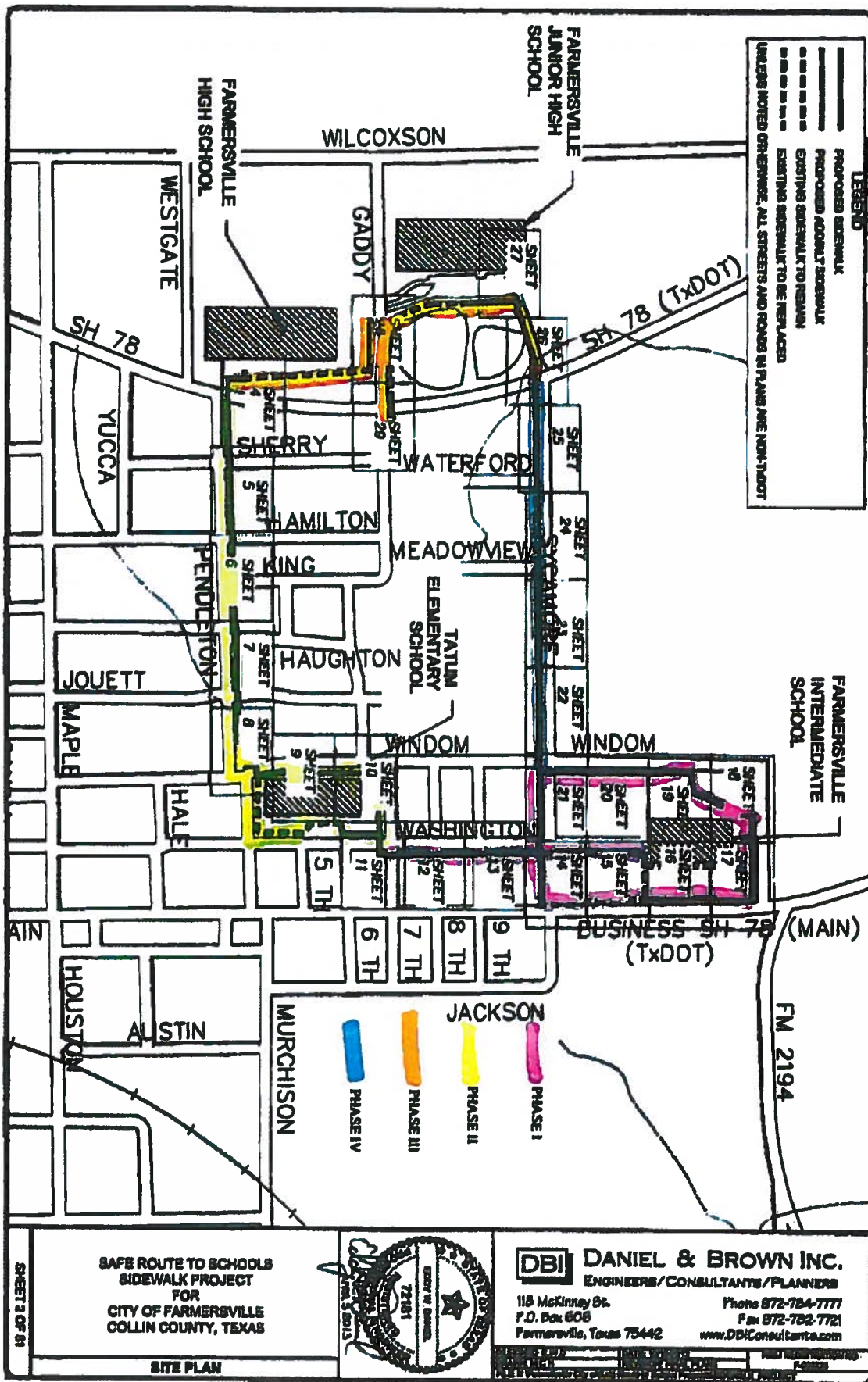


TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Update on Safe Routes to School project

- Map of the project is attached for review.

**ACTION: Council to act as deemed necessary.**

(V – N)





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Update on Chaparral Trail projects

- Project update sheet is attached for review

**ACTION: Council to act as deemed necessary.**

(V – O)

## Chaparral Trail Project Update

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Chaparral Trail Grant Texas Parks & Wildlife (Phase I)	\$200,000	\$50,000 4B Funded	Oct-12	May-13	Grant audit underway. Awaiting <b>comptroller approval</b> and fund reimbursement, <b>\$158,811.26</b> .
Chaparral Trail Grant Collin County Open Space (Phase II)	\$300,000	\$150,000 (4B, \$50K) (CoF, \$100K)	May-13	Oct-13	Construction complete. <b>Received check for \$147K. Awaiting fund reimbursement for remaining \$3K.</b>
Chaparral Trail Grant Collin County Open Space (Phase III)	\$300,000	\$150,000 (4B, \$60K 2013) (4B, \$60K 2014) (CoF, \$30K 2014)	Jun-14 (est)	Oct -14	Grant awarded. Developing bid documentation package. <b>50% drawing package complete. Working on final revisions. Package should be ready for release in Apr 2014.</b>



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Update on Farmersville Electric

- Update information is attached for review

**ACTION: Council to act as deemed necessary.**

(V – P)



# Electrical System Update

1. Received first of two bucket trucks. Second bucket truck scheduled to follow the first one by about two weeks.
2. Starting to receive hand and power tools along with spare parts.
3. Supervisor truck on order.
4. Completed transition documentation with ERCOT. Schneider Engineering handling all these issues.
5. On-line payment system software is now available to our customers.
6. Incode customer billing system software still in installation phase.
7. Incode update to version 9 is complete.
8. Rate ordinances complete.
9. Line extension ordinance complete.
10. PCA ordinance complete.
11. Average billing ordinance complete.
12. Distributed generation ordinance complete.
13. Worked with Farmersville Times to print article on electrical system transition.
14. Completed last transition meeting with Sharyland.
15. Standards being reviewed by FE electrical team.
16. FE electrical team starting continued to interface with Sharyland to learn about the configuration of the electrical system.
17. Service Center yard continued to be reconfigured to accommodate the electrical system spare parts and equipment.
18. Picked IMS Printing and Mailing to process our "print and mail" utility bill service.



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: April 8, 2014  
SUBJECT: Update on Highway 380 project

- Update information is attached for review

**ACTION: Council to act as deemed necessary.**

# US 380 Highway Project Status

1. 1st Railroad Bridge, Passing Track: Apr 2013 thru May 2014
2. 2nd Railroad Bridge, Main Track: May 2014 thru Apr 2015
3. 380 Roadway, East Bound: **Complete March 2014. Open to two-way traffic.**
  - a. East Bound Off-Ramp (Southwest Ramp), Complete Sep 2014
  - b. East Bound On-Ramp (Southeast Ramp), Complete. Two-way ramp.
4. 380 Roadway, West Bound: Complete Oct-2014
  - a. West Bound Off-Ramp (Northeast Ramp), Complete May 2014
  - b. West Bound On-Ramp (Northwest Ramp), Complete Oct 2014
5. Main Street Bridge Construction: **Complete and open to traffic.**
  - a. Main Street Roadway: Complete Mar 2014
6. Hill Street Crossing: Complete May 2014
7. Walnut Street Crossing: Complete May 2014
8. Main/Summit Street Crossing: Complete May 2014



Figure 1. Looking East Along Southeast Ramp



Figure 2. Main Street Bridge



Figure 3. Looking East from Bridge



Figure 4. Looking West from Bridge