

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
June 10, 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.
 - Proclamation recognizing June 21, 2014 as Audie Murphy Day
 - Fire Department's Sparks of Freedom Event on July 4th at Southlake Park

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.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) Meeting Minutes

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

IV. READING OF ORDINANCES

- A. Second Reading – Consider, discuss and act upon an ordinance amending the residency requirements for the Parks and Recreation Board and the Senior Citizens Advisory Committee

V. REGULAR AGENDA

- A. Consider, discuss and act upon a market adjustment for Progressive Waste Solutions
- B. Consider, discuss and act upon an ordinance regarding special events where alcohol may be served
- C. Consider, discuss and act upon awarding the 12" Water Main at Bob Tedford Drive project
- D. Consider, discuss and act upon continued participation with Atmos Cities Steering Committee and authorizing payment of \$0.05 per capita to the ACSC to fund regulatory and related activities related to Atmos Energy Corp.
- E. Consider, discuss and act upon an agreement between Independent Bank-Farmersville and the City of Farmersville regarding street lights
- F. Consider, discuss and act upon adopting a resolution to amend the Personnel Policy regarding a uniform policy
- G. Consider, discuss and act upon health insurance for City employees
- H. Consider, discuss and act upon clarification of driveway approaches, driveways and parking hazards and issues

VI. BUDGET WORKSHOP

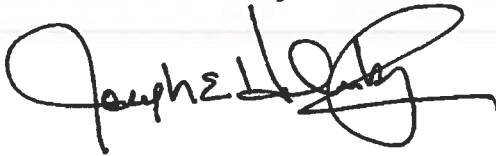
- A. Discuss Proposed Fiscal Year Budget 2014 – 2015

VII. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

VIII. ADJOURNMENT

No action may be taken on comments received under "Recognition of Visitors".

Dated this the 6th day of June, 2014.



Joseph E. Helmberger, P.E., Mayor

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted June 6, 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



A Proclamation

Naming June 21, 2014

as

Audie Murphy Day in Farmersville

Whereas, Audie Leon Murphy, son of Emmett Berry Murphy and Josie Bell Killian Murphy was born and raised near Farmersville; and

Whereas, Audie Murphy proudly displayed our city's name on his dog tag throughout his gallant military career; and

Whereas, Audie Murphy earned a Medal of Honor, and 32 other awards while fighting to liberate Europe from tyranny; and

Whereas, upon his arrival the citizens of Farmersville rejoiced and held a celebration in the Square honoring his service, and that first celebration received much coverage and was celebrated by a grateful nation; and

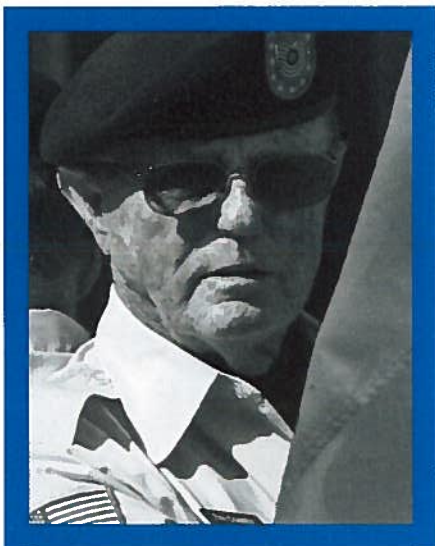
Whereas, the citizens of Farmersville have continuously celebrated his life and legacy by such actions as placing a monument and a historic marker on the Square; naming a portion of US Highway 380 as Audie Murphy Parkway; by naming the Chaparral trailhead as Audie Murphy Trailhead; and by holding an annual celebration not only for Audie Murphy, but for all veterans and active duty servicemen who have taken a vow to protect and serve this nation in times of peace and peril; and

Whereas, Audie Murphy Day was named the best annual event in the Farmersville Times 2014 readers' poll; and

Whereas, I extend a welcome and my humblest of thanks to all the local veterans, reservists and active duty personnel who are attending today's festivities.

Now therefore, I Joseph E. Helmberger, Mayor of Farmersville, proudly and humbly proclaim Saturday June 21, 2014, as the 15th Annual Audie Murphy Day in Farmersville and urge all citizens to express their gratitude to those who have served in defense of our country so that others may be free.

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



SAVE THE DATE! **AUDIE MURPHY DAY** **JUNE 21, 2014**



INFO: 972-784-6846



SCHEDULE:

7:30 – 9:00 a.m.
 Veterans registration, exhibits of military memorabilia, merchandise sales, and refreshments. First Baptist Church, 124 S. Washington

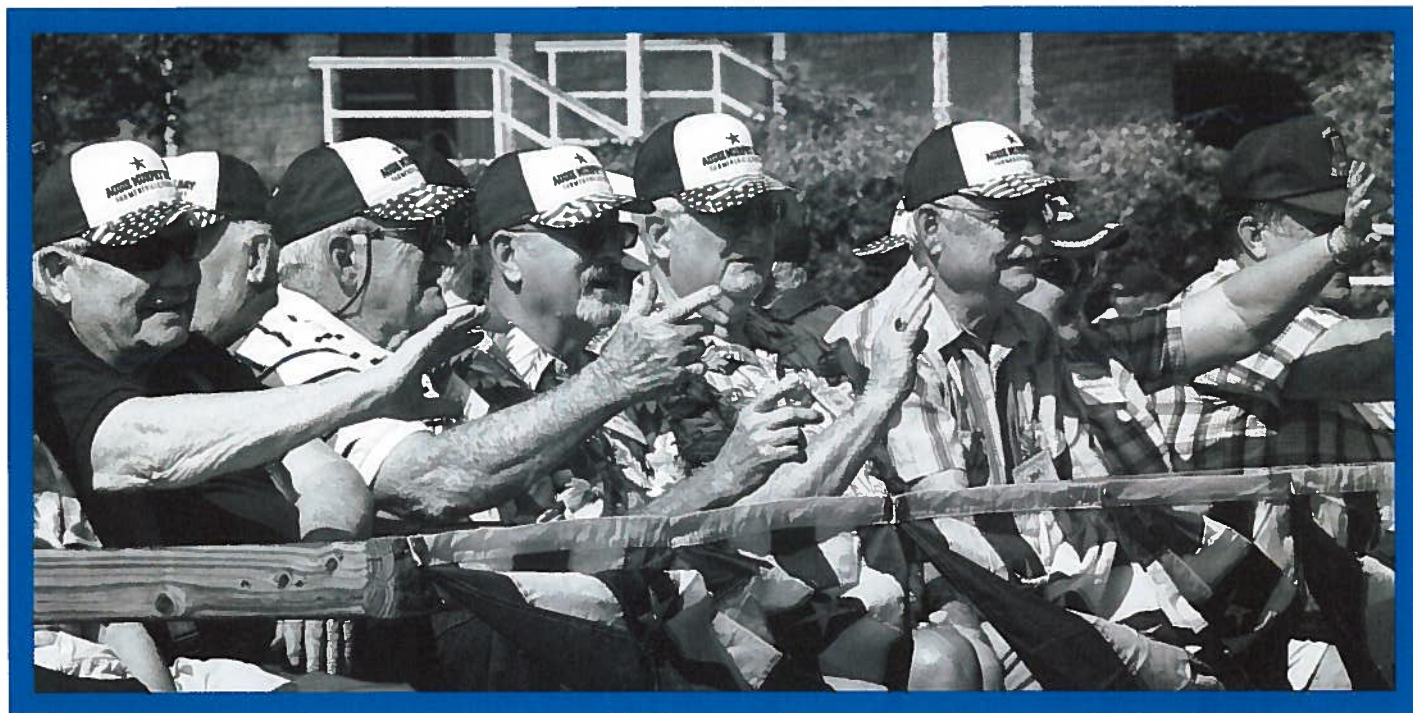
9:00 a.m. – 4:00 p.m.
 Rike Memorial Library - come see the Audie Murphy Exhibit, 203 Orange St.

10:00 a.m.
 Commemorative Air Force flyover, followed by parade downtown – Veterans will have the chance to ride!

10:45 a.m.
 Free program at Onion Shed. Reserved seating area for Veterans. Featuring a speaker, a historical remembrance of Audie Murphy, and roll call of local Veterans.

11:00 a.m. – 3:00 p.m.
 Historic Bain-Honaker House Museum will be open for free tours. 108 College St.

Noon – 1:00 p.m.
 Special lunch for Veterans, hosted by community volunteers, at First Baptist Church, 124 S. Washington





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: CONSENT AGENDA - City Council Minutes

Electronic minutes are found at the following link:

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

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
April 22, 2014

The Farmersville City Council met in regular session on April 22, 2014 at 6:00pm in the Council Chambers at City Hall with the following members present: John Klostermann, Russell Chandler and Jim Foy. Council members not present included Mayor Helmberger, Michael Carr and Michael Hesse. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Finance Director Daphne Hamlin, Librarian Trisha Dowell, Main Street Director Adah Leah Wolf and City Secretary Edie Sims.

Item I) CALL MEETING TO ORDER, ROLL CALL

Mayor Pro Tem Jim Foy called the meeting to order. Edie Sims called the roll and announced a quorum was present. Mayor Pro Tem Foy welcomed all guests and visitors. Tom Waitschies, pastor of First United Methodist Church, offered the invocation with Mayor Pro Tem Jim Foy leading the audience in the Pledge of Allegiance to the American Flag.

Mayor Pro Tem Foy announced Mayor Helmberger's mother passed away and offered condolences.

A proclamation announcing National Preservation Month was read by Mayor Pro Tem Jim Foy. Mayor Pro Tem also announced the Council will be making appointments for the Boards and Commissions at the May 13th Council meeting and requested volunteers to sign up for these boards.

Item II – A) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE DESIGNATING A REINVESTMENT ZONE FOR COMMERCIAL/INDUSTRIAL BUSINESSES

With no discussion from the Council, John Klostermann motioned to approve the ordinance as presented with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item II – B) ONLY READING – CONSIDER, DISCUSS AND ACT UPON A BUDGET ORDINANCE TO PURCHASE GENERATORS

City Manager Ben White informed the Council of the previous discussion regarding the need for the generators. One of the generators would be installed at City Hall, one at the Public Safety Building and one at the Public Works Building. The cost for all three generators plus installation comes to \$72,500. Two quotes have been attained and the third quote is coming. Jim Foy questioned the timeline to have the generators up and running. Mr. White replied within 2 months. The equipment takes time to attain and most generators are custom made. Russell Chandler motioned to approve the budget amendment to purchase the generators with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM III – A) CONSIDER, DISCUSS AND ACT UPON CITY FINANCIAL REPORTS

Finance Director Daphne Hamlin offered the proposed revised budget for the Electric Department. City Manager Ben White stated the proposed budget was formed based on numbers seen and projected; however the system has been in operation 1 week. The Electric Budget has been implanted with a conservative approach even considering the expense of taking over the system. There is a cushion to allow for unknown expenditures. The preliminary numbers are included from Sharyland's true-up projections. Mr. White suggested allowing the month of May to line up more accurately and do a budget amendment in June. Mr. White indicated the final true-up with Sharyland will occur in July.

Jim Foy reviewed the electric fund and was informed that only one quarterly payment had been received from Sharyland with another payment expected. Sales tax revenues look very good and staying on track.

A question was raised about the water sales not matching the revenue figures. Ms. Hamlin stated the Water Revenue combines all sales, not just residential. This includes the co-ops. John Klostermann motioned to approve the City Financial Reports as presented with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM III – B) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT WITH INFORMATION MANAGEMENT SOLUTIONS FOR UTILITY BILLING PRINTING AND MAILING SERVICES

City Manager Ben White recommended the Council disregard this item as the current provider, Dataprose, is negotiating with the City to provide the utility bill printing and mailing services to include the electric billing. No action was taken by the Council.

ITEM III – C) CONSIDER, DISCUSS AND ACT UPON ISSUES SURROUNDING THE VAPOR SHOPS

City Manager Ben White deferred this item to City Attorney Alan Lathrom. Mr. Lathrom expressed there are currently no restrictions or regulations surrounding vapor shops and e-cigarettes. The Federal Drug Administration (FDA) is investigating and researching the effects of e-cigarettes and will regulate this item at some point. The Texas Legislature will not be active until next year, so there will not be an active pursuit regarding e-cigarettes from the Legislature until their next session. Jim Foy stated he spoke with both vapor shops in town. Both indicated they will comply with any ordinances or laws surrounding the ban of sales to minors.

The City has a couple of options to curtail the sale of e-cigarettes to minors presently. One option will be to regulate the locations of vapor shops by the Zoning Ordinance. A second option would be to have a health and safety ordinance to ban sales of e-cigarettes to minors.

Russell Chandler indicated he is not a fan of government regulation; however he does feel it is important to keep e-cigarettes out of the hands of minors. Unfortunately there was not research performed prior to the sale of these products. It is unknown

what effects and problems will occur from e-cigarettes. John Klostermann indicated in many shops, individuals under the age of 18 are not even allowed in tobacco stores. Jim Foy indicated the City should enforce same laws for e-cigarettes as tobacco.

Jim Foy stated articles have indicated the nicotine and flavors are appealing to kids. The New York Times also had an article stating the concentrations of nicotine in the e-cigarettes can be lethal. A copy of the City of Rockwall's ordinance was included with the packet for the Council to review. Council concurred to have Planning & Zoning investigate this issue further and make recommendations.

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

Jim Foy requested the Council discuss the City's residency requirements for Boards and Commissions.

Jim Foy also requested upon the Council's reorganization, to consider making Robert's Rules of Order as the standard for parliamentary procedure.

No one else requested placing items on future agendas.

ITEM V) ADJOURNMENT

Council adjourned at 6:27pm.

APPROVED

ATTEST

Joseph E. Helmberger, P.E., Mayor

Edie Sims, City Secretary

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
May 13, 2014

The Farmersville City Council met in regular session on May 13, 2014 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, Michael Hesse, Jim Foy and Russell Chandler. Council members absent was Michael Carr. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, City Attorney Alan Lathrom, Assistant to the City Manager Paula Jackson, 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. John Foster of First Baptist Church Farmersville offered the invocation with Mayor Helmberger leading the audience in the Pledge of Allegiance to the American Flag and the Texas Flag.

Mayor Helmberger announced the Chamber of Commerce's upcoming event, "Yards of Yard Sales" to be on June 7th.

Jim Foy announced the annual Fire Department Fish Fry will be held Saturday, May 17th at the High School Cafetorium from 5pm-8pm.

Mayor Helmberger also announced Saturday, May 17th is also the "Woof Run" at the Onion Shed to raise money for K9's hosted by Hillcrest Animal Rescue.

Item II) SWEARING IN COUNCIL MEMBERS AND REORGANIZE CITY COUNCIL

Judge Terry Douglas officiated the swearing in of Joseph E. Helmberger as Mayor, and John B. Politz and Jim Foy as Councilmen. The Council took their seats respectively.

Item II – A) ELECT MAYOR PRO TEM

Mayor Helmberger suggested the Council consider leaving Jim Foy as Mayor Pro-Tem during the 2014-2015 term. Michael Hesse motioned to appoint Jim Foy as Mayor Pro Tem with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

ITEM II – B) ELECT TREASURER

Mayor Helmberger suggested the Council consider leaving Russell Chandler as Treasurer during the 2014-2015 term. Michael Hesse motioned to appoint Russell Chandler as Treasurer with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

Item III) CONSENT AGENDA

Mayor Helmberger asked Council if any items needed to be pulled for discussion and consideration. Jim Foy requested Item A – City Council Minutes be pulled. With no

other items being pulled for discussion, John Klostermann motioned to approve Items B – J with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

Item A – City Council Minutes: Jim Foy requested a change to the April 8, 2014 minutes on page 5 regarding the pension plan statement. Mr. Foy requested the change reflect “Jim Foy questioned if the projected investment return rate of the pension plan is realistic with Mr. Lake...” John Klostermann motioned to approve the minutes with the change per Jim Foy with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

Item IV) INFORMATIONAL ITEMS

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

Mayor Helmberger requested Bill Harrison to come forward and offer information regarding North Texas Municipal Water District. Mr. Harrison stated in the 15 years he has worked with NTMWD, the current drought has been the worst for our water supply. The pipeline is expected to be online from Lake Texoma to the Wylie Plant for blending. The cost of this project is \$311,000,000.00. It is believed Lake Texoma does not have level restrictions but boundary lines from Texas and Oklahoma have been clarified.

NTMWD's new CEO Thomas Kula is well qualified and has been very well received. Jim Foy asked if future lakes are being planned with Mr. Harrison expressing the plans for future lakes are in East Texas and the plans have not changed for the past 10 years.

ITEM V – A) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING THE ELECTRIC SERVICE RATES

City Manager Ben White informed the Council of slight issues found in the electric service rates that needed to be addressed. The title “customer charge” was confusing with the “minimum customer charge” for Medium Commercial Rates and Large Commercial Rates. A clarification of the rate charges was implemented in the ordinance provided. The descriptions and charges are now cohesive with the Master Fee Schedule which is the next item to be discussed. Jim Foy motioned to approve the first reading of the ordinance as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

ITEM V – B) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING THE MASTER FEE SCHEDULE REGARDING ELECTRIC RATES

City Manager Ben White drew the Council's attention to the previous electric service rate ordinance that was approved on first reading. Those rates and clarification of rates are implemented in the Master Fee Schedule presented. The “customer

charge” and the “minimum energy charge” was clarified and identified in the Master Fee Schedule respectively. Russell Chandler motioned to approve the ordinance as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

ITEM VI – A) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A REQUEST FOR A WAIVER FROM THE REQUIREMENT TO CONSTRUCT A CONCRETE CURB AND GUTTER PRIVATE STREET IN THE GRIFFIN WALKER ADDITION, PHASE 2, WHICH ADDITION IS LOCATED IN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF FARMERSVILLE

Mayor Helmberger opened the Public Hearing at 6:14:52pm and asked for those for the waiver request to come forward. Jack Griffin, residing at 2511 N State Highway 78, stated he would appreciate the Council approving the waiver request. The property in question is a family-owned property and the purpose of the replat is to give a lot to their Grandson.

Mayor Helmberger stated in the City's Subdivision Ordinance, a concrete curb and gutter street is required when a property is being subdivided; which meets the criteria of the Walker-Griffin property. Mr. Griffin stated the parcel being replatted has an existing home on the property. The cost of installing the required street would outweigh the cost of the existing home.

City Manager Ben White stated the property picture depicts a bridge going to the properties. Fire Chief previously asked to ensure the bridge can bear the load of fire trucks. Brad Walker, one of Mr. Griffin's grandsons, came forward and stated he recently built a home on an existing parcel within this same “subdivision.” His experience with the bridge included trucks loaded with brick and concrete trucks that travelled over the bridge. Jack Griffin stated he had the bridge built with heavy steel and supports. There is minimal traffic that crosses the bridge on a daily basis. Mayor Helmberger stated he thought the bridge would not be an issue regarding the approval of the replat presented.

Mayor Helmberger asked for anyone opposing the waiver request to come forward. With no one coming forward, the Public Hearing was closed at 6:19:52pm. Cherye Walker stated there will only be 4 family lots and will not be subdivided further. Russell Chandler motioned to approve the waiver request as presented with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

ITEM VII – A) CONSIDER, DISCUSS AND ACT UPON THE REPLAT OF THE GRIFFIN WALKER ADDITION, PHASE 2, WHICH ADDITION IS LOCATED IN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF FARMERSVILLE

City Manager Ben White stated an area was designated on the replat for a 50 foot ingress and egress with a cul-de-sac for a standard turn around. Near the cul-de-sac is the location of the existing home on the property. Jim Foy motioned to approve

the replat as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

ITEM VII – B) REORGANIZE BOARDS AND COMMISSIONS AND APPOINT A COUNCIL LIAISON TO EACH BOARD AND COMMISSION RESPECTIVELY

Mayor Helmberger requested the Council postpone the Board, Committee and Commission appointments as there are very few volunteers to choose from. The volunteers make so many of the City's major decisions and are vital to the success of Farmersville.

Council Liaisons were recommended by Mayor Helmberger as follows: Farmersville Economic Development Corporation – Mayor Joe Helmberger; Farmersville Community Development Corporation – Jim Foy; Building and Property Standards Commission – John Politz; Planning & Zoning Commission/Capital Improvement Advisory Commission – John Klostermann; Library/Civic Center Board – Michael Hesse; Parks & Recreation Board – Russell Chandler; and Senior Citizens Advisory Committee – John Klostermann. Jim Foy motioned to approve the Council Liaison designations as stated with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

ITEM VII – C) CONSIDER, DISCUSS AND ACT UPON APPOINTING A COUNCIL MEMBER AS A LIAISON TO THE FARMERSVILLE SCHOOL BOARD

Jim Foy agreed to continue serving as the Council Liaison to the Farmersville School Board. With no change, the Council concurred to continue this appointment. No vote was taken by Council on this item.

ITEM VII – D) CONSIDER, DISCUSS AND ACT UPON APPOINTING A BOARD MEMBER TO THE FARMERSVILLE HOUSING AUTHORITY

Mayor Helmberger stated City Manager Ben White has served as the Farmersville Housing Authority Board Member and requested he continue this service. John Klostermann motioned to reappoint Ben White to this position with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

ITEM VII – E) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION APPOINTING THE MUNICIPAL COURT JUDGE FOR A TERM OF 2 YEARS

A resolution was presented to the Council to appoint Judge Terry Douglas as the Municipal Court Judge for a term of 2 years ending May 2016. Russell Chandler motioned to approve the resolution as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

ITEM VII – F) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION ADOPTING ROBERT'S RULES OF ORDER AS THE CITY'S OFFICIAL RULES OF ORDER

In 1991, minutes indicate the Council's desire to use Robert's Rules of Order as a guide for parliamentary procedure. It was decided to continue this form of leadership by presenting a Resolution. Russell Chandler motioned to adopt the resolution as presented with John Politz seconding the motion. Jim Foy requested a change in Section 1 to reflect "in which they are not inconsistent with STATE LAW" and remove "these bylaws." Jim Foy motioned to amend the motion as stated with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval. Jim Foy motioned to approve as amended. No further action was taken by Council.

ITEM VII – G) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION DENYING THE RATE INCREASE REQUESTED BY ATMOS ENERGY CORP.

City Manager Ben White informed the Council the proposed resolution is a form provided by the Atmos Cities Steering Committee (ACSC), which Farmersville is a participant of said committee. The ACSC has requested all the member cities deny via resolution the rate increase by Atmos. Russell Chandler motioned to approve the resolution as presented with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

ITEM VII – H) CONSIDER, DISCUSS AND ACT UPON AN INTERLOCAL AGREEMENT FOR AMBULANCE SERVICES THROUGH COLLIN COUNTY

City Manager Ben White compared the presented agreement with last year's agreement to find \$6.00 increase over last year. AMR is the ambulance service and they also house in a section of the Charles R. Curington Public Safety Building. Their lease will expire September 2014. John Klostermann motioned to approve the interlocal agreement as presented with Michael Hesse seconding the motion. Jim Foy stated having the ambulance in Farmersville is a big benefit to the citizens of this area. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler abstained, and Jim Foy yes. Motion passed with 4 voting for and 1 abstaining.

ITEM VII – I) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT BETWEEN THE CITY OF FARMERSVILLE AND THE FARMERSVILLE PEE WEE FOOTBALL/CHEER ASSOCIATION FOR THE USE OF THE SPAIN ATHLETIC COMPLEX

Russell Chandler requested the agreement between the City of Farmersville and the Farmersville Pee Wee Football/Cheer Association have one change. The Association is changing their name to Farmersville Youth Football and Cheer Association. Parks and Recreation Board signed the agreement with no changes from last year's agreement. John Klostermann motioned to approve the agreement with the change presented. John Politz seconded the motion. A poll of the Council was taken

as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

ITEM VII – J) CONSIDER, DISCUSS AND ACT UPON A TRAFFIC SIGNAL TO BE INSTALLED AT THE INTERSECTION OF HIGHWAY 78 AND MCKINNEY STREET

City Manager Ben White informed the Council of two traffic studies that were performed along Highway 78. One at the intersection of Highway 78 and McKinney Street and the other at Highway 78 and CR 611 (also known as Farmersville Parkway). Mayor Helmberger stated he is concerned with accidents occurring at both of these locations. City Manager Ben White directed the Council to Section 7 of the study where TxDOT concluded that both locations meet the criteria to have a traffic signal; but both intersections are too close to have one traffic signal each. Only one traffic signal will be authorized and paid through TxDOT. TxDOT recommended installing a traffic signal at the Highway 78 and McKinney Street intersection.

Mayor Helmberger expressed TxDOT may not understand the implications Collin College will have and how the traffic will impact Highway 78 and Highway 380. If the City decided to install a secondary traffic signal, the cost would exceed \$250,000.00. Mr. White indicated the City applied for a TIGER grant to complete Farmersville Parkway from a two-lane to a four-lane improved road. Presently the College has not declared a date they will begin construction of the campus.

City Manager Ben White realized a debate between the two intersections to have a traffic signal installed due to the traffic issues at both intersections. Michael Hesse and Russell Chandler agreed the need for the traffic signal is more prevalent at CR 611 (Farmersville Parkway) than at McKinney Street. Michael Hesse also pointed out the need to have the signal placed in a location that it will not be moved due to widening of Farmersville Parkway. The Council concurred to direct TxDOT to install a traffic signal at the intersection of Highway 78 and Farmersville Parkway. No further action was taken by Council.

ITEM VII – K) CONSIDER, DISCUSS AND ACT UPON RESIDENCY REQUIREMENTS FOR BOARDS AND COMMISSIONS

Jim Foy requested this item to be brought before the Council. The City depends on our volunteers but finding volunteers to serve on the Boards and Commissions has become difficult. There are several Boards and Commissions that have residency restrictions and there are several who live outside the City Limits that would be great assets to the City of Farmersville. Mr. Foy wanted the Council to inspect the requirements of the Boards and Commissions to see if the pool of volunteers could be opened to those outside the City Limits.

As the Council looked at each Board, Commission and Committee, it was determined the Parks and Recreation Board and the Senior Citizens Advisory Committee were the only two available to change the residency requirements. Mayor Helmberger stated he is torn as there are many who live outside the City to offer strong opinions, but do not pay City taxes. John Klostermann offered the Council could limit the pool to the Extra Territorial Jurisdiction. Jim Foy stated there are good member

potentials outside the City that are currently serving the City in other areas. It would help the Council when making appointments to also look at active members of the community who live outside the City Limits. Jim Foy motioned to bring an ordinance before the Council changing the residency requirements for the Parks and Recreation Board and the Senior Citizens Advisory Committee. Russell Chandler seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes, and Jim Foy yes. Motion passed with full Council approval.

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

No one requested items for future agendas.

ITEM IX) ADJOURNMENT

Council adjourned at 7:03:49pm.

APPROVED

ATTEST

Joseph E. Helmberger, P.E., Mayor

Edie Sims, City Secretary

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
May 27, 2014

The Farmersville City Council met in regular session on May 27, 2014 at 6:18:30pm in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, John Politz, and Russell Chandler. Council members not present included Michael Hesse and Jim Foy. Staff members present were City Manager Ben White, City Attorney Alan Lathrom, Police Chief Mike Sullivan, Fire Chief Kim Morris, Finance Director Daphne Hamlin, Librarian Trisha Dowell, Main Street Director Adah Leah Wolf 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. Ben Matthews, Bishop for the Church of Jesus Christ of Latter Day Saints, offered the invocation with Mayor Helmberger leading the audience in the Pledge of Allegiance to the American Flag and the Texas Flag.

Mayor Helmberger offered his distinct pleasure in honoring the Hinton Family with a Proclamation, plaque and commemorative stone for the dedication of property from Paul Hinton to the City of Farmersville. This property is now the entry to Farmersville Parkway from Highway 78. Members of the Hinton Family receiving the honor included the children of Paul Hinton, Aubrey Hinton with his grandson Evan Hinton, Barbara Cody with her husband Wayne Cody, and Deborah Cooper with her son Tim Cooper, his wife Kristen Cooper, daughter Shayna Cooper and son Carson Cooper.

Mayor Helmberger read a proclamation recognizing the month of May as Motorcycle Safety and Awareness Month.

Mayor Helmberger announced the two upcoming events in Farmersville: the annual Chamber of Commerce's Yards of Yard Sales on June 7th and Audie Murphy Day on June 21st.

Item II – A) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AMENDING THE ELECTRIC SERVICE RATE ORDINANCE

With no changes from the original ordinance that was passed at first reading during the last meeting, Russell Chandler motioned to approve the second reading of the electric service rate ordinance. John Politz seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes and Russell Chandler yes. Motion passed with full Council approval.

Item II – B) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AMENDING THE MASTER FEE SCHEDULE REGARDING ELECTRIC RATES

City Manager Ben White informed the Council the ordinance is to adhere to the previous electric rate ordinance. No changes have been made since the first reading which was approved at the last meeting. Russell Chandler motioned to approve the ordinance as presented with John Klostermann seconding the motion. A poll of the

Council was taken as follows: John Klostermann yes, John Politz yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM II – C) FIRST AND ONLY READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE ELECTRIC DEPARTMENT BUDGET

Finance Director Daphne Hamlin spoke to the Council regarding the Electric Department budget amendment. With the estimated beginning fund balance at \$464,618, the Council was shown the revenues versus the expenditures. Interfund transfers out of the fund will be in a deficit -\$704,050 leaving the proposed ending fund balance a positive \$480,740.

The first electric bill is being prepared and should go out this week. The City received the first Garland Power & Light bill for 15 days during the month of April with a charge of \$60,000.

Ms. Hamlin reminded the Council the final true-up from Sharyland will occur in July which will have an impact on the final figures. Russell Chandler motioned to approve the financials as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM II – D) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING THE RESIDENCY REQUIREMENTS FOR THE PARKS AND RECREATION BOARD AND THE SENIOR CITIZENS ADVISORY COMMITTEE

The ordinance was revised to reflect only two board members may serve on the designated boards that live outside the City Limits of Farmersville and submitted to the Council via email. With this change made, Russell Chandler motioned to approve the revised ordinance as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM III – A) CONSIDER, DISCUSS AND ACT UPON CITY FINANCIAL REPORTS

Mayor Helmberger questioned the Grant Fund as it has a deficit of -\$212,658. Finance Director Daphne Hamlin stated we are expecting reimbursements from TxDOT. The Fund has improved \$300,000 as reimbursements have been paid by Texas Parks and Wildlife and TxDOT for the Safe Routes to School project. Ms. Hamlin will confirm the Grant Fund further to ensure all funds are accounted for.

Mayor Helmberger noted the Sharyland PCRF Fund will be changed to the Farmersville PCA Fund. It was clarified the electric meter deposits will be treated like the water deposits and not used for City expenditures. The electric deposits will be reflected after the true-up occurs with Sharyland in July.

Mayor Helmberger noted the TIRZ line item does not reflect funds; however Ms. Hamlin reported approximately \$10,000 is in our account with the County Tax Assessor. The water fund is drastically low. City Manager Ben White stated we are entering the summer months when the water revenues should increase; however people are being very conservative. Mr. White also noted large expenditures in the water department, although some of the charges could be mischarged and will be investigated for

clarification and correction. Several leaks have occurred and fire hydrants have been repaired which is quite costly. With the construction on the streets, several water lines have been hit and required repeat repairs. With over expenditures in the water department and no revenues to offset the costs, the water fund has struggled and will continue to struggle for the remainder of this fiscal year. Mr. White offered a solution: The overall budget for the labor in the Water Department Budget is \$125,000. We transfer out of the Water Department \$107,000 to the General Fund. We could offset by not transferring more from the Water Department and allow the General Fund to be covered by sales tax revenues, as those revenues are very strong. Another expenditure that was unexpected was a generator and the automatic transfer switch quit working which cost \$3,000 - \$4,000 to have repaired. The Water Department Fund is not taking care of itself. We also have leaks that are occurring. Having the transfers stopped and allow the Water Fund to fund itself is the recommendation by Mr. White under the present conditions.

We are presently under Stage 3 water conditions due to the ongoing drought. North Texas Municipal Water District has increased the water restrictions with landscape watering once every two weeks. We must also remember that we have an aging system which will require more funding. Taking care of our system is of the utmost importance. Budget revisions are being prepared now during the budget process. Water sales may have this current issue rectified before the end of summer.

Mayor Helmberger questioned where we are with the rate study and the rate revisions. Originally there were 5 steps to increase the water and wastewater rates. Our revenues are not increasing as originally planned per the rate study. Per Mayor Helmberger, we need to proceed with the rate study. Per Ms. Hamlin, the revenue charts reflect the actual revenues.

John Klostermann motioned to approve the financial reports as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM III – B) NCTCOG PRESENTATION REGARDING VISION NORTH TEXAS

The presentation from North Central Texas Council of Governments was cancelled and will be rescheduled at a later date.

ITEM III – C) CONSIDER, DISCUSS AND ACT UPON A POSSIBLE REVISION TO THE CONTRACT WITH COMMUNITY WASTE DISPOSAL REGARDING HOUSEHOLD HAZARDOUS WASTE

Robert Medigovich, CWD representative, came before the Council proposing a contract addition to allow Household Hazardous Waste (HHW) removal. The contract addition would state the pickup would be once per month for all residential customers. There will be a 90 day start up period allowing the pickups to begin September 1st.

The program is very simple. The resident will call CWD directly and request HHW removal. A HHW package is mailed to the customer. The customer will place the

waste items in the bag, set the bags out for CWD to pick up the HHW package on the regular recycle day. Instructions come with the mailing and are very easy to follow.

Mr. Medigovich stated CWD is offering a change to the contract at a cost of \$0.44 per residential home per month for a once a month HHW removal. If the City wishes to go with twice a month HHW removal, the cost will increase to \$0.55 per residential home.

Mayor Helmberger spoke of an administrative fee of 10-15% to cover any costs incurred by City staff. This would roughly be an additional \$0.50 per month which equates to \$6.00 per year. The charges from CWD and the City for administrative fees would increase the trash collection charges on the utility bill.

City Manager Ben White confirmed the HHW service will not be affecting apartment complexes and only single family dwellings.

Russell Chandler motioned to accept the HHW service from CWD and have the contract adjusted to reflect once per month pick up with a \$0.50 additional charge for administrative fees per single family households starting September 4, 2014. John Politz seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes and Russell Chandler yes. Motion passed with full Council approval.

Mr. Medigovich noted that CWD would not be returning for a market rate adjustment for this upcoming budget cycle.

ITEM III – D) NOMINATE AND APPOINT POSITIONS TO ALL BOARDS, COMMITTEES AND COMMISSIONS

Mayor Helmberger stated he has considered each of the applicants presented to serve on the various boards, committees and commissions for the City. The following were Mayor Helmberger's recommendations:

Farmersville Community Development Corporation: reappoint Leaca Caspari, Dick Seward and Paul Kelly with John Garcia as the new appointment; Building & Property Standards Commission: new appointment Anne Hall; Planning & Zoning Commission: reappoint Craig Overstreet and Tom Waitschies with Charles Casada as the new appointment; Library/Civic Center Board: reappoint Judy Brandon and Leaca Caspari; Main Street Board: new appointment Anne Hall; Parks & Recreation Board: reappoint Tom Waitschies; Senior Citizens Advisory Committee: new appointments Chad Dillard and Britt Leigh Pollard.

Russell Chandler agreed with Mayor Helmberger's recommendations and motioned to approve as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM III – E) RECEIVE A REPORT REGARDING TABC ORDER WHICH PROHIBITS OPEN CONTAINERS AND THE STEPS TO HAVE THE ORDER LIFTED OR RESCINDED

Mayor Helmberger opened this item with information regarding a Resolution passed by the City Council on April 13, 2010 which petitioned the Texas Alcoholic

Beverage Commission (TABC) to adopt an Order mandating possession of an open container or consumption of alcoholic beverages in the Central Business District is a risk to the health and safety of the citizens of the municipality.

Mayor Helmberger noted that events such as wine tasting and other events where alcohol is typically served cannot be held in the Central Business District, meaning downtown Farmersville. Mayor Helmberger believes this Order hurts the ability to have such events downtown.

City Attorney Alan Lathrom informed the Council the TABC does not have a process to have the Order rescinded. No city has requested an Order to be rescinded. Mr. Lathrom indicated he has requested information from the General Council of the possibility to rescind the Order.

Mr. Lathrom stated he has researched this issue and there may be a way to hold these types of events without compromising the TABC Order. The event would require a permit to allow a special event. This permit would be in defense of the prosecution and a way to work under the constraints of the TABC Order but only in conjunction with the special event.

The Order as it stands would constitute a Class C Misdemeanor charge if the individual cited is convicted. For the special event permit, the permittee would need to attain alcohol liability insurance coverage and have the City listed as it's insured on the policy. The policy would be for temporary events and fencing (could even be yellow tape) would be required to tape off the event area where alcohol can be served. An ordinance would need to be incorporated into our Code of Ordinance which would require additional protection to the City.

Mayor Helmberger requested to proceed creating said ordinance and present at a future meeting. Mayor Helmberger stated he felt the Order was detrimental and not a benefit to the City.

ITEM III – F) CONSIDER, DISCUSS AND ACT UPON REQUESTS FOR PROPOSALS AND ESTIMATES FOR PUBLIC WORKS BUILDINGS

City Manager Ben White offered proposals from KW Brown Construction for the remodel and addition to the Public Works Maintenance Barn (Service Center) and from Guillermo Alvarez for remodeling of the Annex Building. Mayor Helmberger recused himself from this item and exited the Council Chambers.

Mr. White stated several companies were asked to offer a bid for the remodel of the Service Center but only KW Brown Construction came forward. On the original bid, Mr. White requested a total remodel and addition to the Service Center including new restrooms, kitchen area, offices, meeting area and storage enhancements. With \$145,000 to complete the project, Mr. White re-evaluated the original proposal to convert the Service Center into storage area with an open area for office cubicles. Some electrical and construction of a foundation and enclosing the area with metal is being requested from KW Brown's bid. The remainder of funding could then be shifted to the Annex and build storage space. Mr. White also indicated by decreasing the original bid, a top could be built in to cover equipment. Russell Chandler stated shed will not protect equipment well.

City Attorney Alan Lathrom questioned if the process to collect the bids was through a Request for Proposals or competitive bidding. He wanted to ensure the City did not violate competitive bid statutes. Russell Chandler motioned to approve bid items 1, 2 and a portion of 5 subject to the clarification of bidding statutes; which is approximately \$115,000. John Politz seconded the motion. The information regarding the Annex construction was not included. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes and Russell Chandler yes. Motion passed with full Council approval.

ITEM III – G) CONSIDER, DISCUSS AND ACT UPON EXTENDING STAGE 3 SEASONAL WATERING THROUGH THE SUMMER UNTIL THE END OF OCTOBER ALLOWING OUTDOOR WATERING ONCE EVERY TWO WEEKS

City Manager Ben White stated he recently met with North Texas Municipal Water District's (NTMWD) new Executive Director along with other area City Managers. According to the presentation included with the Council packet, Farmersville is at or better than the water conservation goal compared to other cities. Overall, the City of Farmersville has done a really great job per capita.

NTMWD has mandated outside watering be limited to twice a month from now until October. The City of Farmersville has had little enforcement thus far according to City Manager Ben White. If outdoor watering gets out of hand, he will strengthen enforcement.

The Lake Texoma water line will be coming on-line in June; however the main source for water remains Lake Lavon. Council questioned if new lakes are being proposed, with the response being yes but not for quite some time. No action was taken by Council.

ITEM III – H) UPDATE ON WATER, WASTEWATER AND STREET GENERAL OBLIGATION BOND PROJECTS

Councilman Michael Hesse arrived at 7:40:55pm.

City Manager Ben White informed the Council the bond projects are going smoothly and making good progress. The water line project on North Main and Sycamore Streets are under construction now. Engineering is completed and will be going out for bids regarding the Rike/Houston/Austin Street water project.

On the street projects, Westgate overlay is all but complete; there are minor issues to be resolved such as grass cleanup, brick replacements for a garden and irrigation re-installed.

The asphalt overlay on Central Street has been installed and has a little bit of finish work required. Mayor Helmberger stated the ditch North of Houston Street was taken out during construction which took overflow water from the Chaparral Trail. Also the culvert is dented and needs repairing before the project is signed off.

Hamilton Street is a big project. During this section of asphalt overlay, a section of water and sewer line will be replaced. This will impact the cost of this particular project.

Beech Street will be next on the list after Hamilton is complete. Mr. White stated he is working with an automated meter reading water system and expects to have this project completed by December. Sycamore Street may take another month to complete. With approximately 200 automated meter reading systems installed, there should be an increase in water volume.

ITEM III – I) UPDATE ON SAFE ROUTES TO SCHOOL PROJECT

City Manager Ben White reported Phase 1 of the Safe Routes to School project was slowed down due to the water line project on Sycamore Street. We are now down to the punch list to have finished details completed. Phase 2 of the project is 90% complete.

ITEM III – J) UPDATE ON CHAPARRAL TRAIL PROJECTS

As the Council may recall, the Chaparral Trail project was delayed to allow funding to cross two budget years. 50% of the plans are complete and Daniel & Brown, Inc. are working on the final drawings of the plans. There are drainage issues at the 4.5 mile marker that need to be addressed during this next project.

ITEM III – K) UPDATE ON HIGHWAY 380 PROJECT

The railroad crossing is now the biggest concern that we are waiting on. Kansas City Southern railroad will be installing crossings at South Main and Summit; Hill Street which will require electrical primary wire reconfiguration from overhead to underground. KCS has been very cooperative with the City regarding the crossings and should have the activity underway next month.

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

No one requested placing items on future agendas.

ITEM V) ADJOURNMENT

Council adjourned at 7:53:30pm.

APPROVED

ATTEST

Joseph E. Helmberger, P.E., Mayor

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 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 May-14

Total Calls For Service: **507**

Tier 1 Crimes

Robbery: **1**
Assault: **5**
Theft: **4**
Burglary: **5**
Motor Vehicle Theft: **0**

Tier 2 Crimes

Forgery: **2**
Fraud: **0**
Criminal Mischief: **0**
Weapons: **0**
DWI: **4**
Public Intoxication: **1**
Disorderly Conduct: **1**
Drugs: **0**

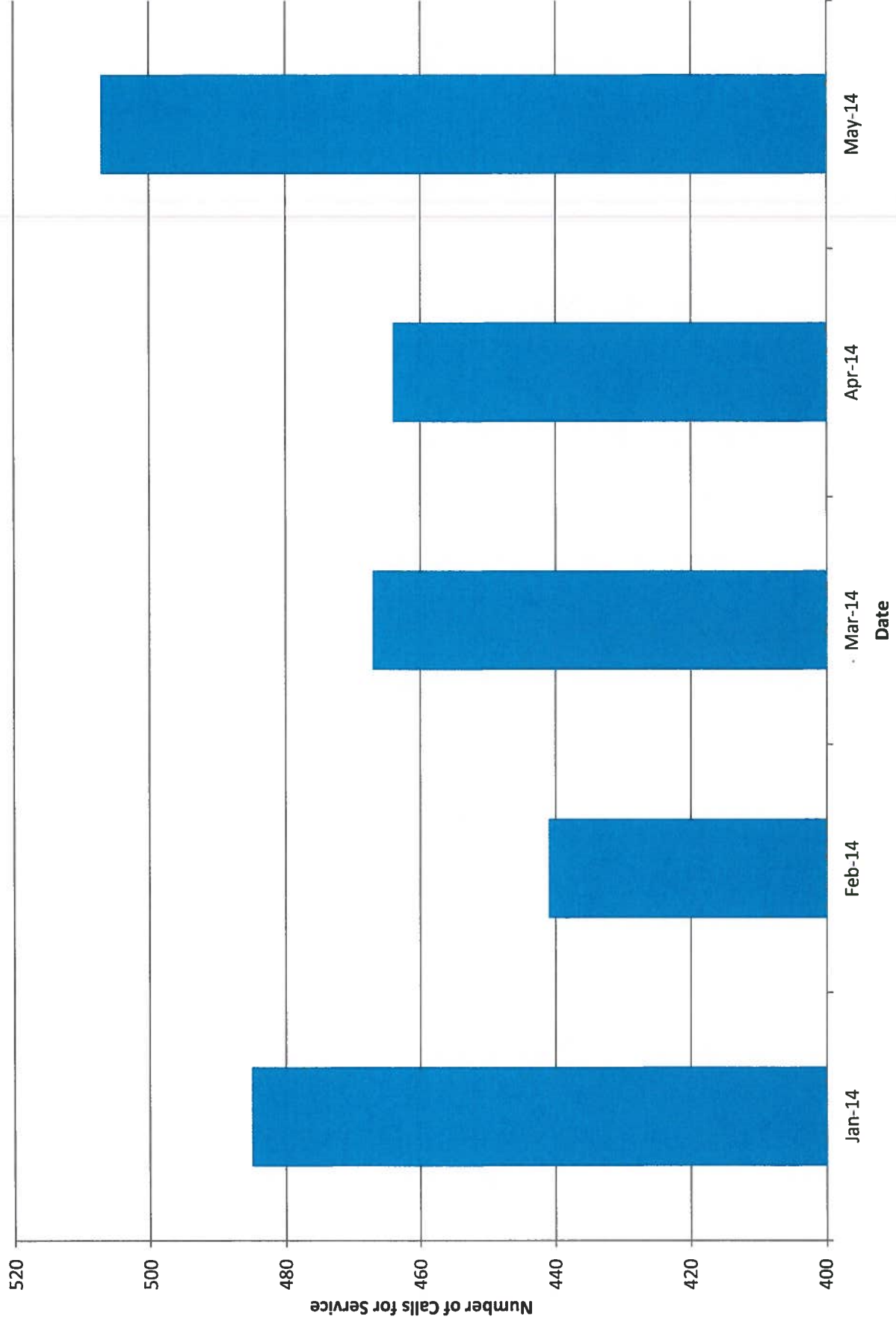
Miscellaneous

Traffic Stops: **224** Major Accidents: **3**
Citations: **85 (110 violations)** Minor Accidents: **7**
Alarms: **1** Agency Assist: **20**

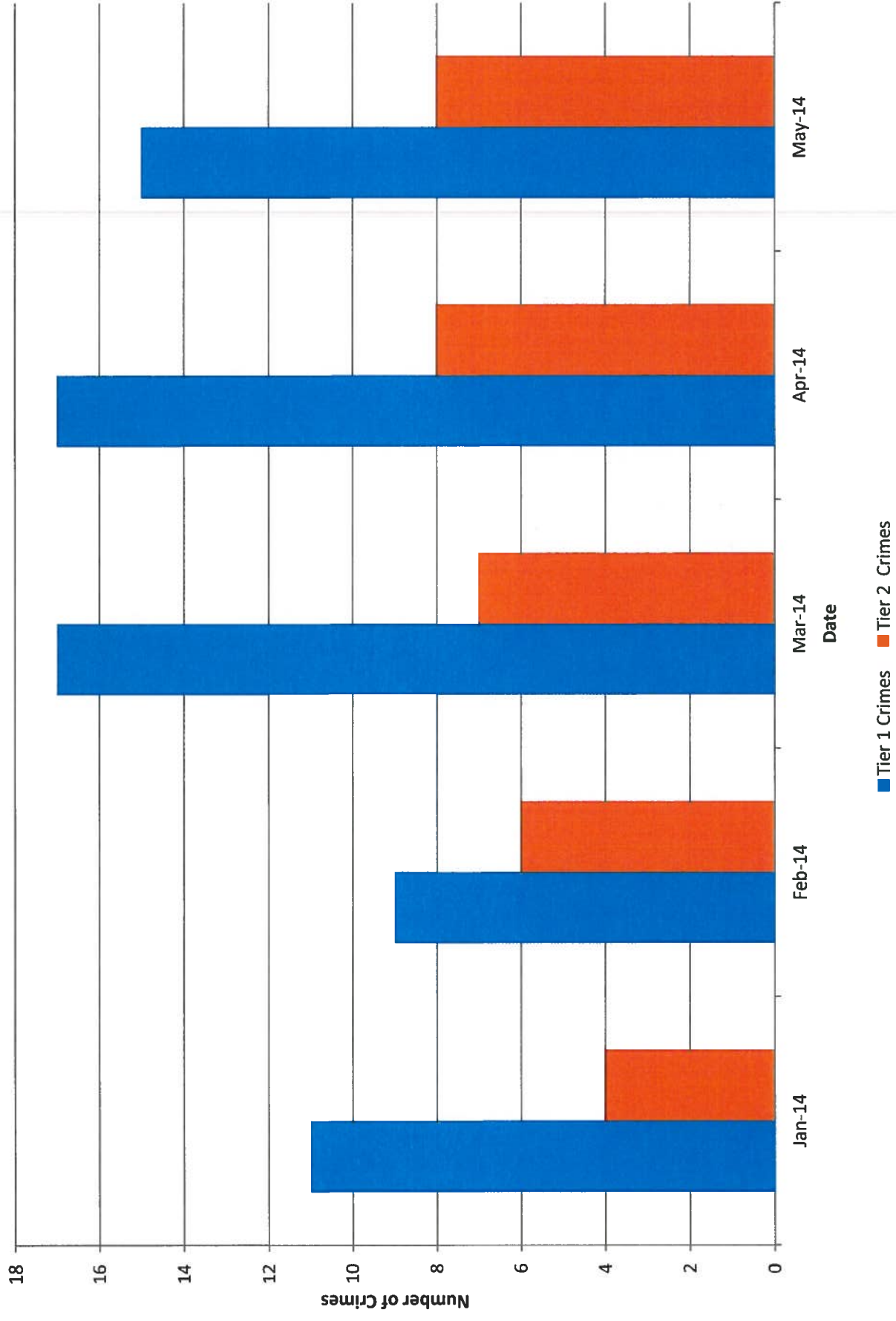
Cases filed with the District Attorney's Office:

Felony: **0**
Misdemeanor: **7**
Exceptionally Cleared: **0**

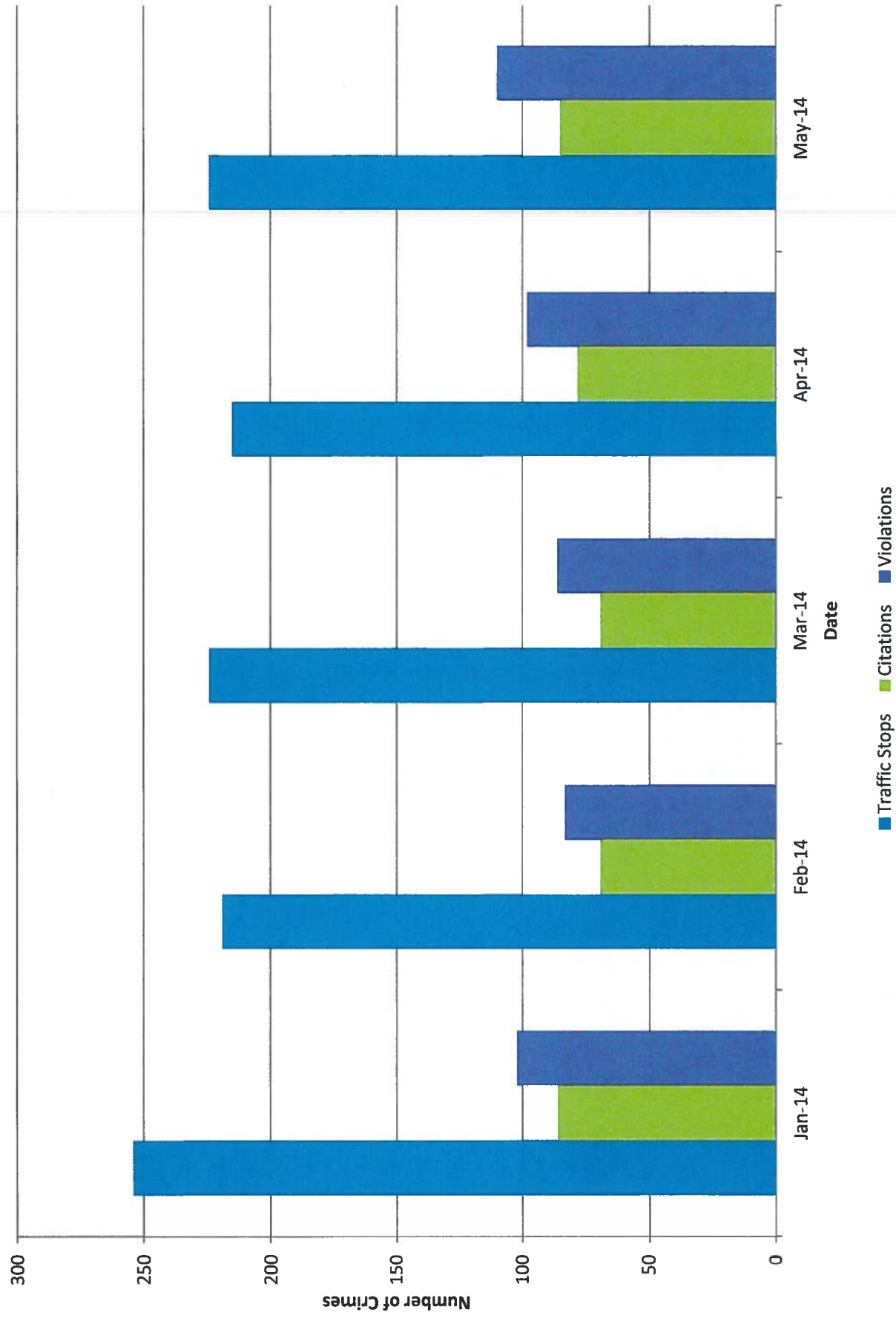
Police Department Calls for Service



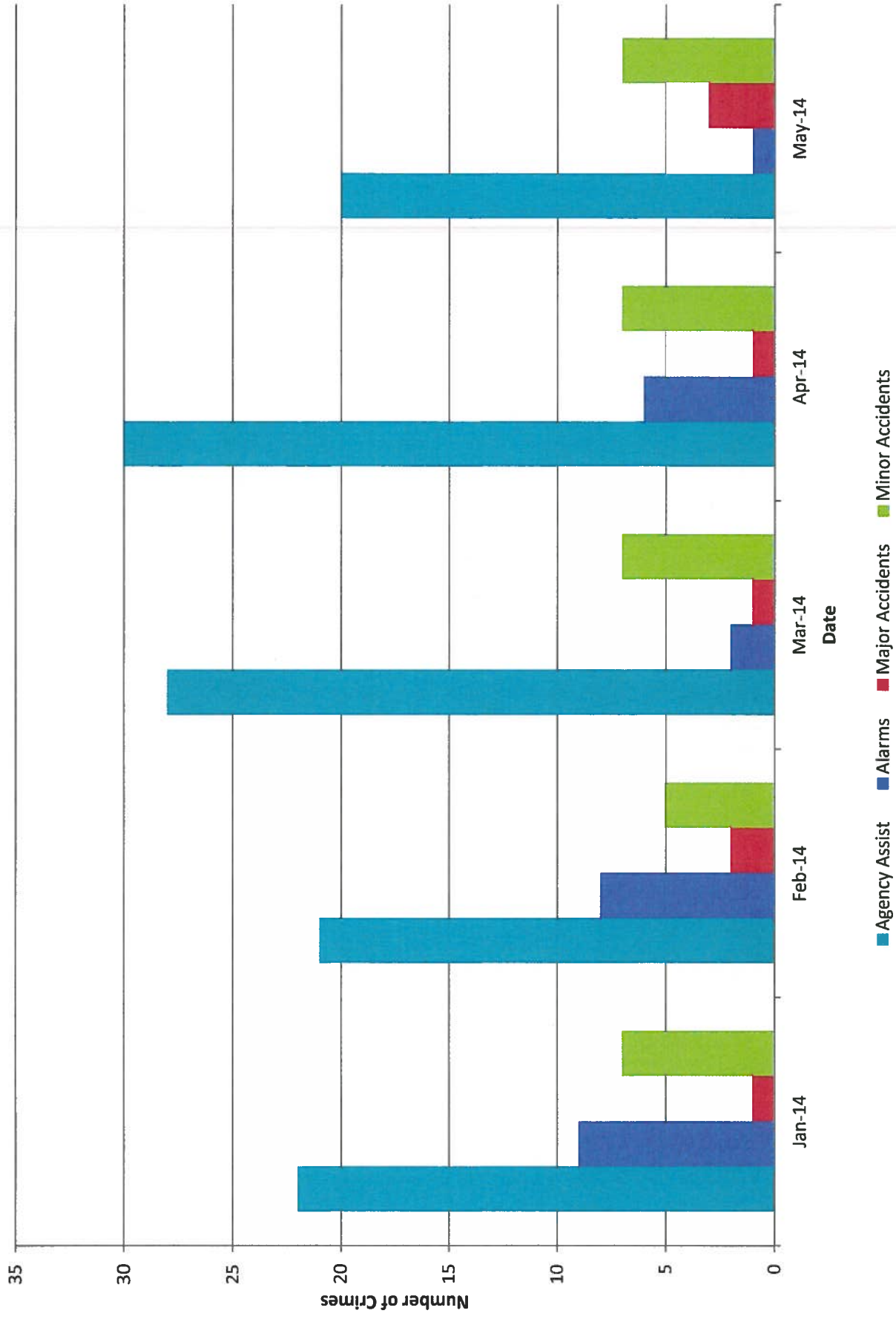
Uniform Crime Reporting



Traffic Enforcement



Police Activity





TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: June 10, 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
05/01/2014	513 Jouette	Garage Sale-No Per	X	X			X		05/02/2014	Obtained Permit
05/01/2014	602 Jouette	Debris	X	X			X		05/02/2014	Recheck
05/01/2014	418 N. Washington	Dwbris	X	X		X	X			Citation 5/2/2014
05/02/2014	411 McKinney	Debris	X		X		X			Final Notice Sent 6/2/2014
05/02/2014	214 S. Main	Grass	X	X			X		05/12/2014	Spoke w/Owner
05/02/2014	115 Buckskin	Fence	X		X		X		05/02/2014	Take Pics for Prop Mgt Bd
05/02/2014	PR 100 #10	Grass, Appliance	X	X			X		05/12/2014	Spoke w/Owner
05/02/2014	McCraw-N. Washington	Tree Limbs	X		X		X		05/05/2014	Recheck
05/02/2014	Hareless-Hwy 380	Grass	X	X	X		X			Spoke w/Owner extend 5/30/2014
05/02/2014	301 Wilcoxson	Inspection	X	X			X		05/02/2014	Bureau Veritas Inspected
05/05/2014	Old Golf Course	Grass, Trees	X		X		X			Final Notice Sent 6/2/2014
05/05/2014	202 Farr Hill	Grass	X	X			X		05/27/2014	Left Card
05/05/2014	Craddock-Rolling Hills	Grass	X		X		X		05/28/2014	Letter Sent 5/13/2014
05/05/2014	303 Rolling Hills	Brush	X				X			Call Realtor
05/05/2014	315 Rolling Hills	Grass	X		X		X		05/28/2014	Letter Sent 5/13/14
05/05/2014	McCaw-N. Washington	Tree Limbs	X		X		X		05/29/2014	Letter Sent 5/8/2014
05/05/2014	218 N. Washington	Grass	X		X		X		05/28/2014	Letter Sent 5/13/2014
05/05/2014	311 N. Washington	Grass	X	X			X		05/08/2014	Recheck
05/05/2014	314 N. Washington	Grass	X	X			X		05/08/2014	Recheck
05/05/2014	703 N. Washington	Fence	X	X			X		05/07/2014	Recheck
05/05/2014	706 Windom	Appliance	X	X			X		05/30/2014	Spoke w/Owner
05/05/2014	513 McKinney	Tree	X		X		X			Final Notice Sent 6/2/2014
05/05/2014	114 Beech	Grass	X		X		X			Extend 5/5/2014
05/05/2014	115 Beech	Grass	X		X		X			Extend 5/5/2014
05/05/2014	504 Orange	Debris	X	X			X			Send Letter

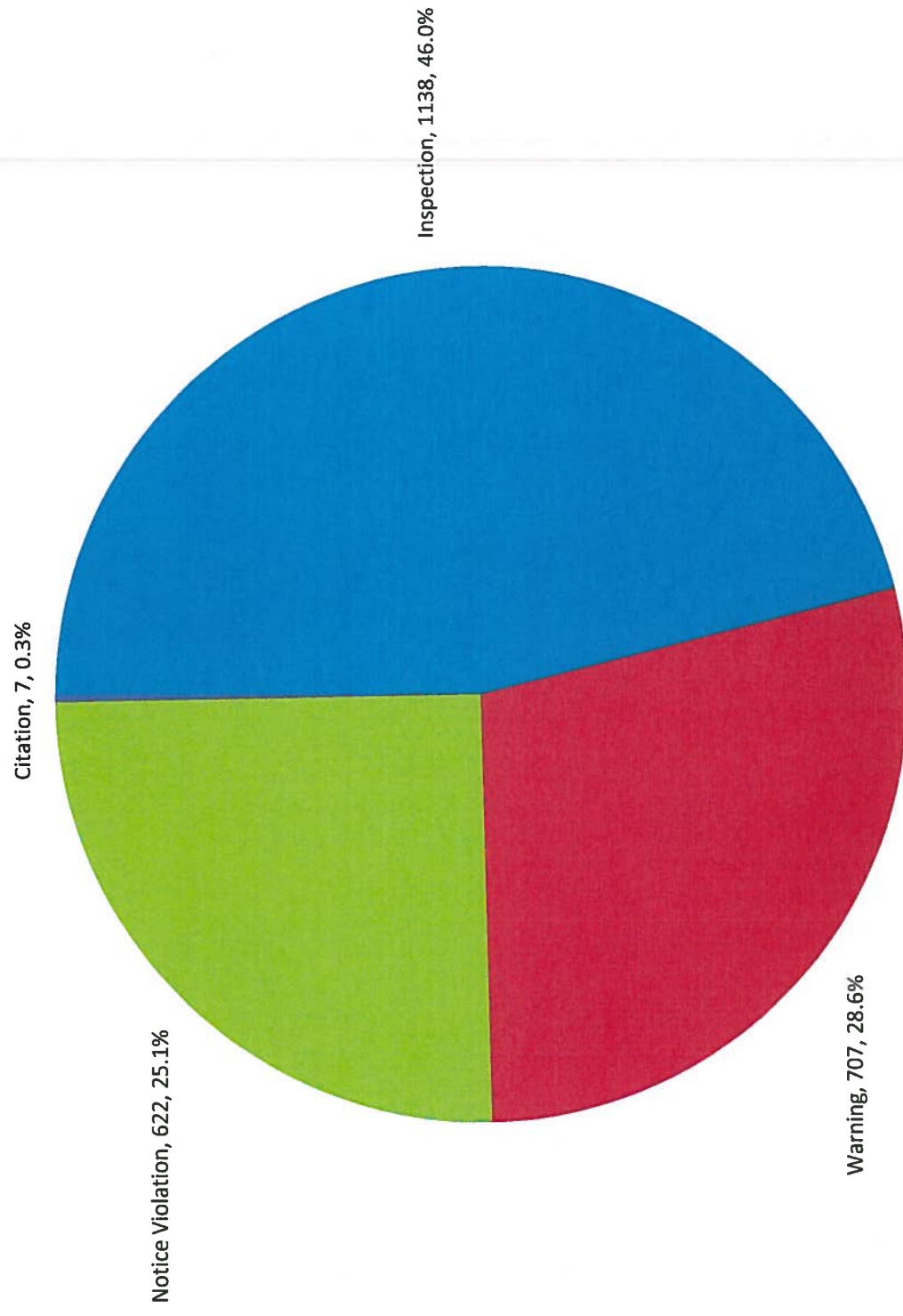
Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
05/05/2014	107 N. Hamilton	Grass	X		X		X		05/05/2014	Recheck
05/05/2014	402 McKinney	Grass	X		X		X		05/30/2014	5/5/2014 Extend
05/05/2014	121 N. Lincoln	Trees	X	X	X		X		05/30/2014	5/5/2014 Extend
05/05/2014	508 Neathery	Grass	X		X		X		05/30/2014	5/5/2014 Extend
05/05/2014	212 S. Hamilton	Grass	X	X			X		05/12/2014	Left Card
05/05/2014	216 E. Santa Fe	Feence	X		X		X		05/07/2014	Spoke w/Owner
05/05/2014	301 E. Santa Fe	Fence, Grass, Brush	X	X	X		X			Final Notice Sent 6/2/2014
05/05/2014	613 Maple	Grass	X		X		X		05/14/2014	Extend 5/5/2014
05/05/2014	124 N. Hamilton	Brush	X		X		X			Final Notice Sent 6/2/2014
05/05/2014	701 SH 78	Grass	X		X		X		05/05/2014	Recheck
05/06/2014	424 N. Main	Car, Debris	X	X			X		05/06/2014	Recheck
05/06/2014	407 Jackson	Grass, Brush	X		X		X		05/28/2014	Letter Sent 5/13/2014
05/06/2014	207 Neathery	Shed	X	X	X		X		05/06/2014	Recheck
05/06/2014	206 Neathery	Debris F/Y	X		X		X		05/28/2014	Letter Sent 5/13/2014
05/06/2014	315 S Washington	Tires	X		X		X		05/30/2014	Extend 5/6/2014
05/06/2014	314 S. Washington	Tree Down	X		X		X			Final Notice Sent 6/2/2014
05/06/2014	Amy's Car Wash	Grass	X		X		X			Final Notice Sent 6/2/2014
05/06/2014	210 S. Rike	Dunks In Pool	X				X		05/06/2014	
05/06/2014	210 S Rike	Pool Stag Water	X		X		X		05/28/2014	Letter Sent 5/13/2014
05/07/2014	551 W. Audie Murphy	Grass	X	X			X		05/07/2014	Recheck
05/07/2014	207 Summit	Grass	X	X			X		05/12/2014	Send Letter
05/07/2014	418 N Washington	No Utilities	X	X			X		05/13/2014	Spoke w/Owner
05/09/2014	116 Woodard	Post Unasfe Bldg	X				X		05/09/2014	
05/09/2014	115 Buckskin	Post Hearing Ltr	X				X		05/09/2014	
05/09/2014	603 McKinney	Grass	X	X			X		05/09/2014	Recheck
05/09/2014	418 N. Washington	Debris, Shed	X	X	X		X			Extend 2 Months 5/9/2014
05/09/2014	107 S. Main	Termites Swarming	X	X			X			Extend 5/9/2014 Getting Bids

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
05/09/2014	1006 S. Main	Grass	X		X		X			Final Notice Sent 6/2/2014
05/09/2014	208 Abbey	Brush	X	X	X		X		05/09/2014	Recheck
05/09/2014	308 College	Debris, Furniture	X	X	X		X		05/09/2014	Recheck
05/09/2014	416 Orange	Debris FY	X	X			X		05/09/2014	Recheck
05/09/2014	512 Meadowview	Fence	X	X	X		X			Letter Sent 5/28/2014
05/09/2014	510 Meadowview	Fence	X	X	X		X			Letter Sent 5/28/2014
05/09/2014	509 Meadowview	Fence	X	X	X		X			Letter Sent 5/28/2014
05/09/2014	508 Meadowview	Fence	X	X	X		X			Letter Sent 5/28/2014
05/09/2014	506 Meadowview	Fence	X	X			X		05/27/2014	
05/09/2014	504 Meadowview	Fence	X	X			X		05/27/2014	Spoke w/Owner
05/09/2014	510 Clairmont	Fence	X	X			X		05/27/2014	Left Card
05/09/2014	509 Clairmont	Fence	X	X			X		05/27/2014	Left Card
05/09/2014	503 Waterford	Fence	X	X			X		05/27/2014	Spoke w/Owner
05/09/2014	511 Waterford	Fence	X	X	X		X		05/27/2014	Letter Sent 5/13/2014
05/09/2014	416 Haughton	Fence	X	X			X		05/09/2014	Recheck
05/12/2014	302 Austin	Post Hearing Ltr	X				X		05/12/2014	
05/12/2014	426 N. Washington	Brush, Grass	X		X		X		05/12/2014	Recheck
05/12/2014	1000 Westgate	Grass	X	X			X			email Sent 5/30/2014
05/13/2014	300 SH 78 S	Inspected Complex	X	X			X			
05/13/2014	300 SH 78S #219	Numerous	X	X			X		05/13/2014	Recheck
05/14/2014	318 College	Grass	X	X			X		05/14/2014	Recheck
05/14/2014	205 SH 78	Grass	X		X		X			Extended 5/28/2014
05/23/2014	512 Clairmont	Grass	X	X			X		05/27/2014	
05/23/2014	508 Clairmont	Fence	X	X			X		05/27/2014	
05/27/2014	506 Meadowview	Debris on others Prop	X		X		X			Letter Sent 5/28/2014
05/27/2014	504 Waterford	Fence	X		X		X			Letter Sent 5/28/2014
05/27/2014	507 Meadowview	Fence	X		X		X			Letter Sent 5/28/2014
05/27/2014	504 Meadowview	Debris on others Prop	X		X		X			Letter Sent 5/28/2014

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
05/27/2014	110 Woodard	Grass	X	X			X		05/27/2014	
05/27/2014	115 Beech	Grass	X		X		X			Final Notice Sent 5/28/2014
05/28/2014	612 Jouete	Grass	X	X			X			Spoke w/Manager
05/28/2014	608 Jouette	Grass	X	X			X			Spoke w/Manager
05/28/2014	610 Jouette	Grass	X	X			X			Spoke w/Manager
05/28/2014	508 Jouette	Grass	X	X			X			Spoke w/Manager
05/28/2014	510 Jouette	Grass	X	X			X			Spoke w/Manager
05/28/2014	Given's Chapel	Grass	X	X			X			City Called
05/28/2014	414 N. Main	Grass	X	X			X		06/03/2014	
05/28/2014	315 N. Main	Grass	X	X			X		05/28/2014	Recheck
05/28/2014	311 Woodard	Grass, Furniture	X		X		X			Extended 5/28/2014
05/28/2014	214 Woodard	Grass	X		X		X		05/28/2014	Recheck
05/29/2014	615 S. Rike	Grass	X		X		X		05/29/2014	Recheck
05/29/2014	206 Herron	Grass	X		X		X		05/29/2014	Recheck
05/29/2014	818 S. Main	Bins of Debris	X		X		X			5/29/2014 Extended
05/29/2014	903 Audie Murphy	Illegal Dumping	X	X			X		05/29/2014	Worked w/CCSO
05/29/2014	Catracho Tires	Illegal Dumping	X	X			X		05/29/2014	Worked w/CCSO
05/30/2014	106A Beech	Debris	X	X			X			Extended 5/30/2014
05/30/2014	201 S. Rike	Building	X	X	X		X		05/30/2014	
05/30/2014	111 zWilcoxson	Tires	X	X			X		05/30/2014	

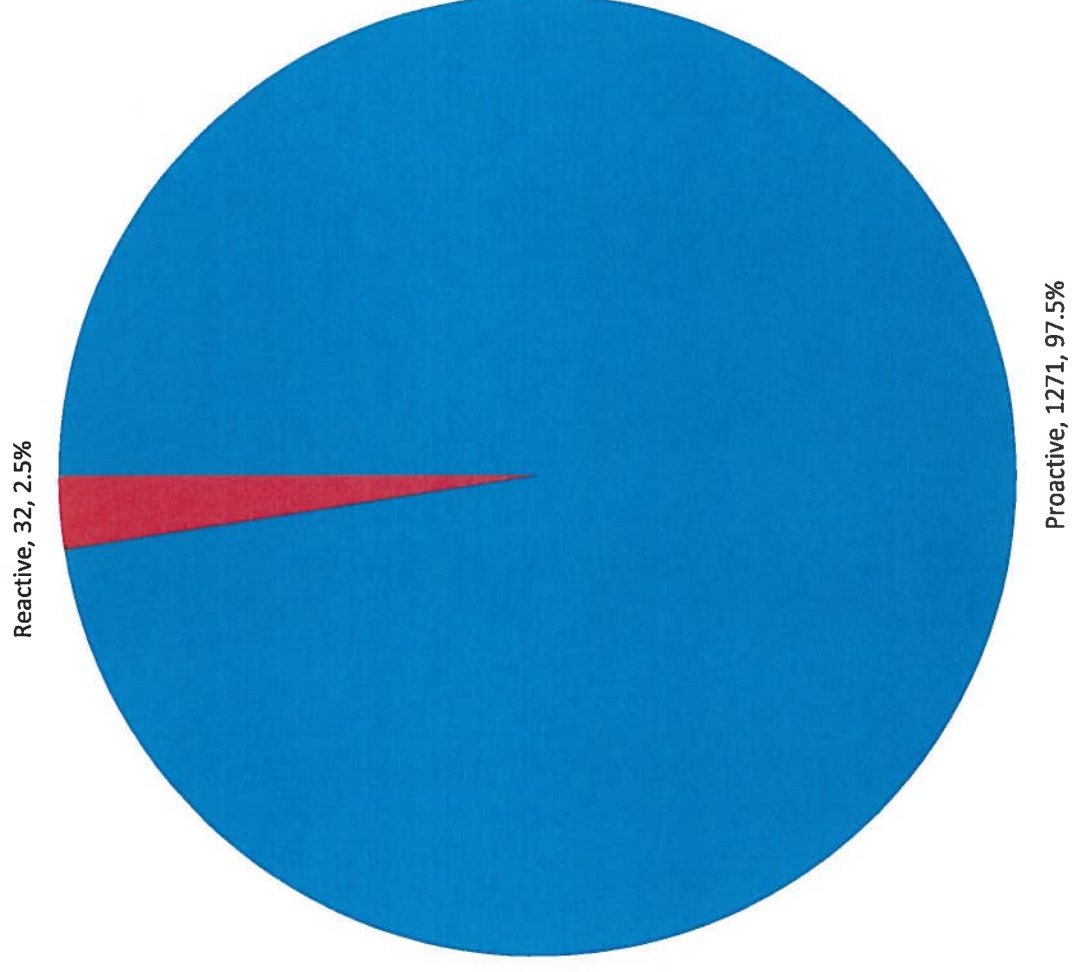
Code Enforcement Activity Results

City of Farmersville Police Department

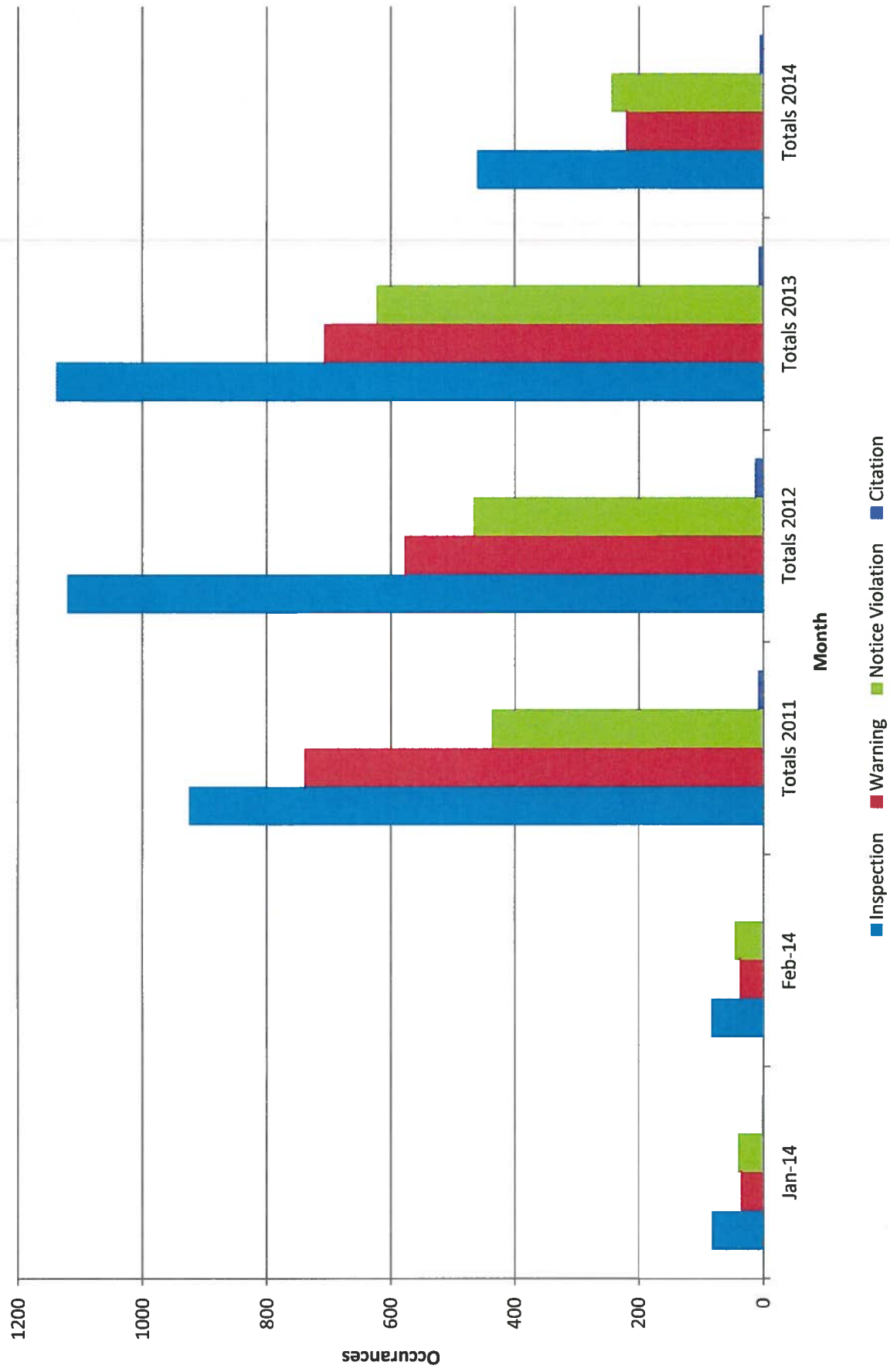


Code Enforcement Activity Results

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#
05/01/2014	Dog Complaint	208 Abbey	Spoke w/Owner	X					
05/02/2014	Loose Dog	PR100 #11	Returned to Owner	X					
05/02/2014	Loose Dog	PR 100 #27	Went Under Trailer						
05/02/2014	Loose Dog	Tatum Elementary	Unable to Locate						
05/05/2014	Horse, Goats	108 Beech	Recheck-ok	X					
05/05/2014	Cat Bite	203 College	Left Card						
05/06/2014	Stray Dog	Hwy 380	CCAS					X	
05/06/2014	Dead Squirrel	Wilcoxson	Disposed of						
05/06/2014	Dead Squirrel	N. Main	Disposed Of						
05/06/2014	Stray Dog	206 Woodward	Pound				X		
05/07/2014	Pick Up Dog	Pound	CCAS					X	
05/08/2014	Cat Bite	Station	Dropped Cat Off				X		
05/09/2014	Stray Dog	Maple	CCAS					X	
05/09/2014	Pick Up Cat	Service Center	CCAS					X	
05/09/2014	Welfare Ck Dog	302 Austin	Left Card/Appeared OK						
05/09/2014	Loose Dog	Main	Put in Fence	X					
05/13/2014	Loose Dog	Lincoln	Spoke w/Owner	X					
05/14/2014	Loose Dog	College	Returned to Owner	X					
05/14/2014	Animal Abuse	418 N. Washington	Spoke w/Owner	X					
05/15/2014	Ck Animal/House	418 N. Washington	All Ok						
05/15/2014	Loose Dog	Tatum Elementary	Returned to Owner	X					
05/15/2014	Stray Kittens	Woodard	CCAS(4)					X	
05/15/2014	Dead Cat	Maple	Disposed Of						
05/15/2014	Pot Belly Pig	305 College	Spoke w/Owner	X					
05/15/2014	Stray Dog	Pendleton	Pound				X		
05/18/2014	Loose Dog	Willow Ln	Pound				X		
05/19/2014	Pick Up Dog	Pound	Returned to Owner	X					
05/19/2014	Pick Up Dog	Pound	Returned to Owner	X					
05/18/2014	Loose Live Stock	SH 78	Returned to Owner	X					
05/20/2014	Loose Live Stock	SH 78	Unable to Locate						
05/22/2014	Dead Animal	120 N. Hamilton	Disposed off						
05/24/2014	Loose Dog	Houston	Unable to Locate						
05/24/2014	Loose Dog	McKinney	Unable to Locate						
05/27/2014	Stray Dog	N. Washington	CCAS					X	
05/28/2014	Stray Dog	Waterford	Pound				X		
05/28/2014	Dead Cat	Maple	Disposed of						
05/29/2014	Loose Dog	Tatum Elementary	Returned to Owner	X					
05/29/2014	Stray Kittens	Murchison	CCAS(4)					X	
05/29/2014	Pick Up Dog	Pound	CCAS					X	

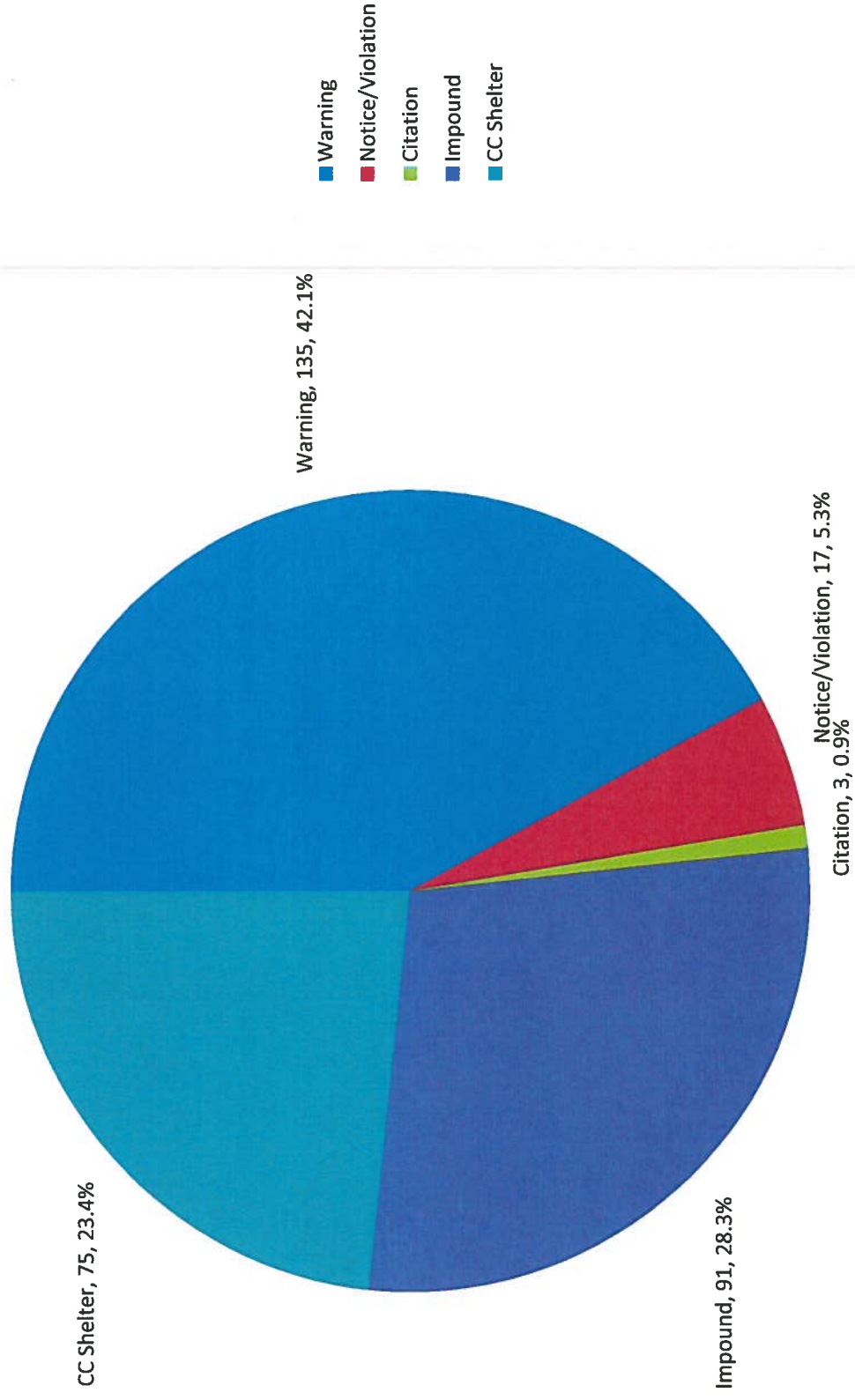
FARMERSVILLE POLICE DEPARTMENT
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL	CITATION	IMPOUND	CC SHELTER	CFS#
05/30/2014	Loose Dog	Tatum Elementary	Unable to locate						
05/31/2014	Dog Bite	311 Jouette	Spoke w/Owner	X					14053179

Animal Control Activity Results

Farmersville Police Department

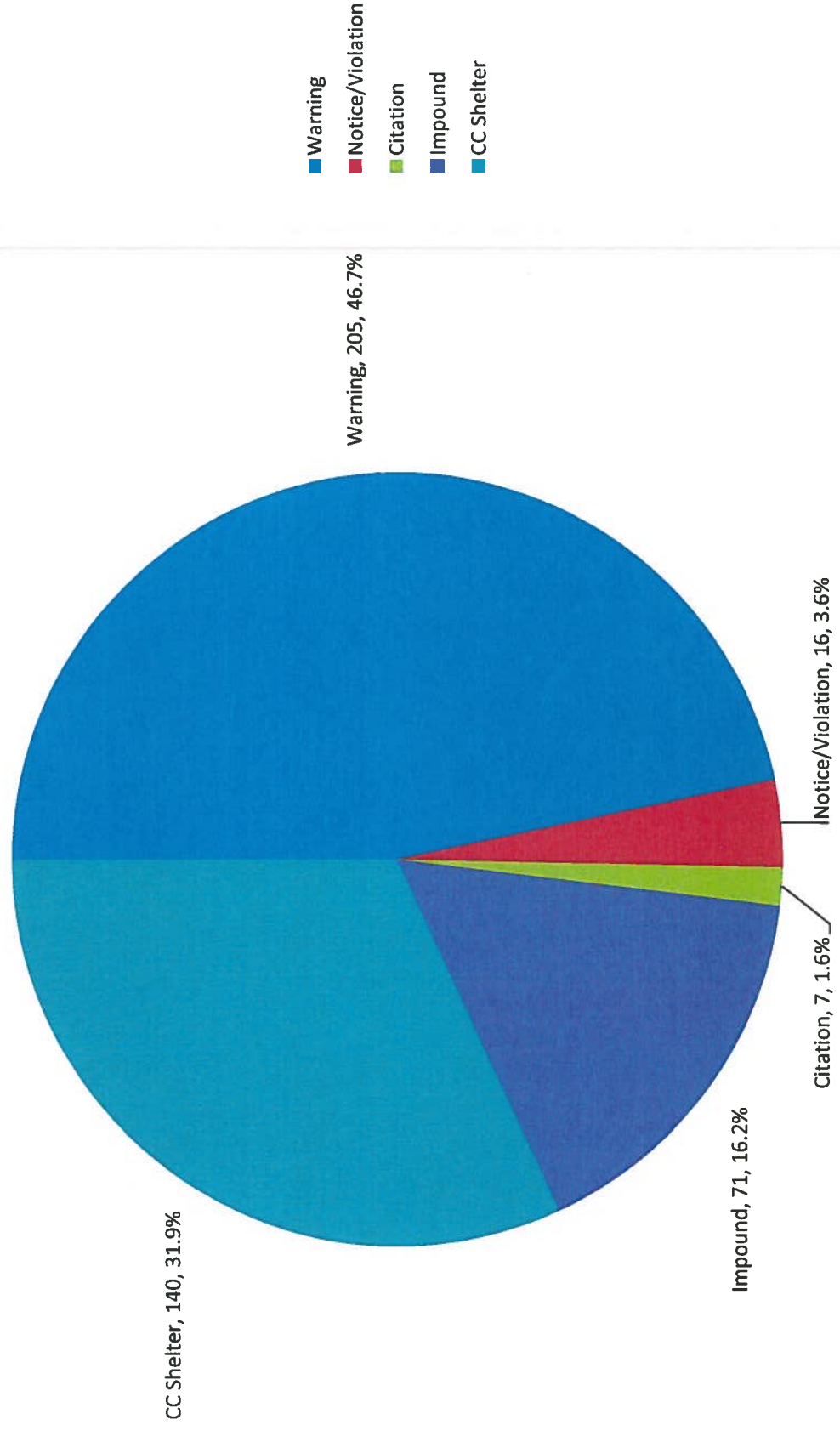
Cumulative, Calendar Year 2014



Animal Control Activity Results

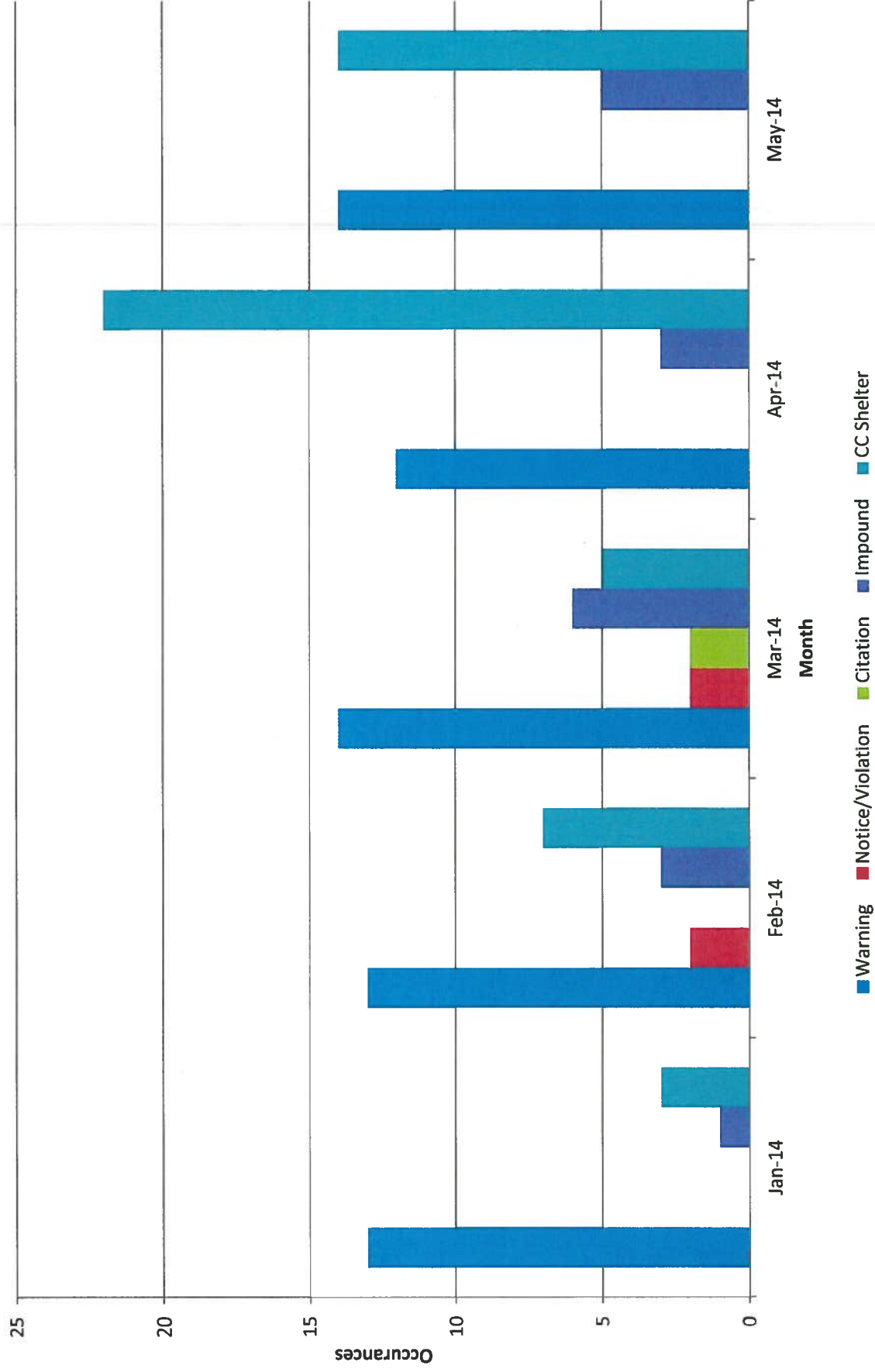
Farmersville Police Department

Cumulative, Calendar Year 2014



Animal Control Activity Results

Farmersville Police Department





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: CONSENT AGENDA – School Resource Officer Report

Month of:

May

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	6	0	0	0	0	0	0	0	0	0	0	6
Assault M/C	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
D/C Language	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
D/C Fighting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Class Disrupt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Disrup Trans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LETs Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Presentation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Events Worked	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Off/Inc Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	6
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	2	2	0	0	2	2	3	2	2	0	0	2	2	2	2	3	0	0	3	2	2	2	2	2	0	0	2	2	2	2	2	45
Student Contact	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	9
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	1	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	10
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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	2	3	0	0	2	2	9	2	2	0	0	2	2	2	2	3	0	0	3	2	26	2	2	2	0	0	0	2	2	2	2	76



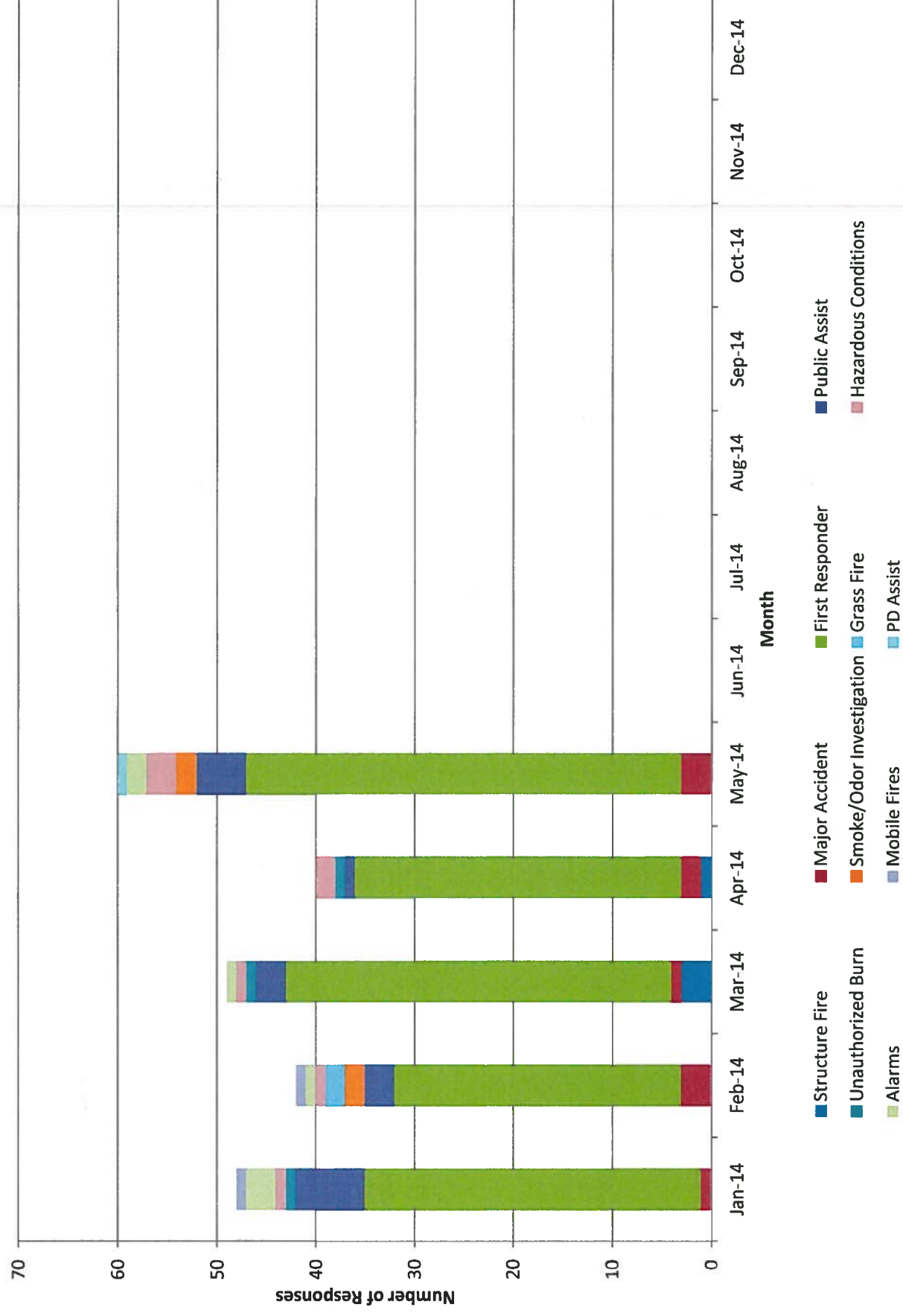
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: CONSENT AGENDA – Fire Department Report

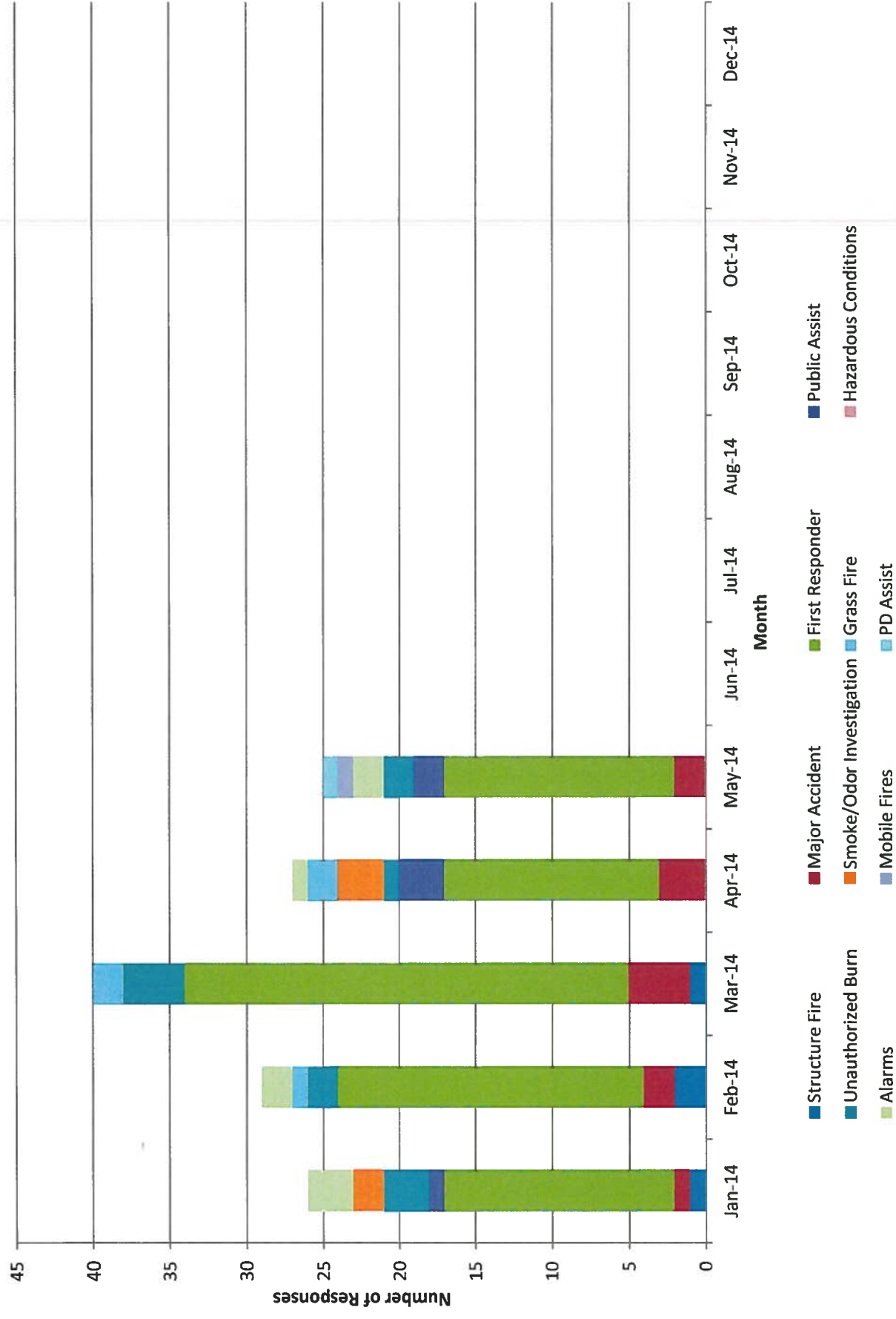
FARMERSVILLE CITY COUNCIL
MONTHLY REPORT
MAY 2014

1. The department has an additional 5 members that have successfully completed the National Fire Academy's Command and Control of Incident Operations Class hosted by Collin County Community College this month.
2. The Annual Fish Fry was a huge success this year with a record of attendees. We had to purchase an additional 60 pounds of fish from Back-Forty café and didn't have any left when it was over.
3. The department assisted in the "Taste of Farmersville" at the Onion Shed.
4. We have had two additional members added to our roster and accepted one resignation this month.

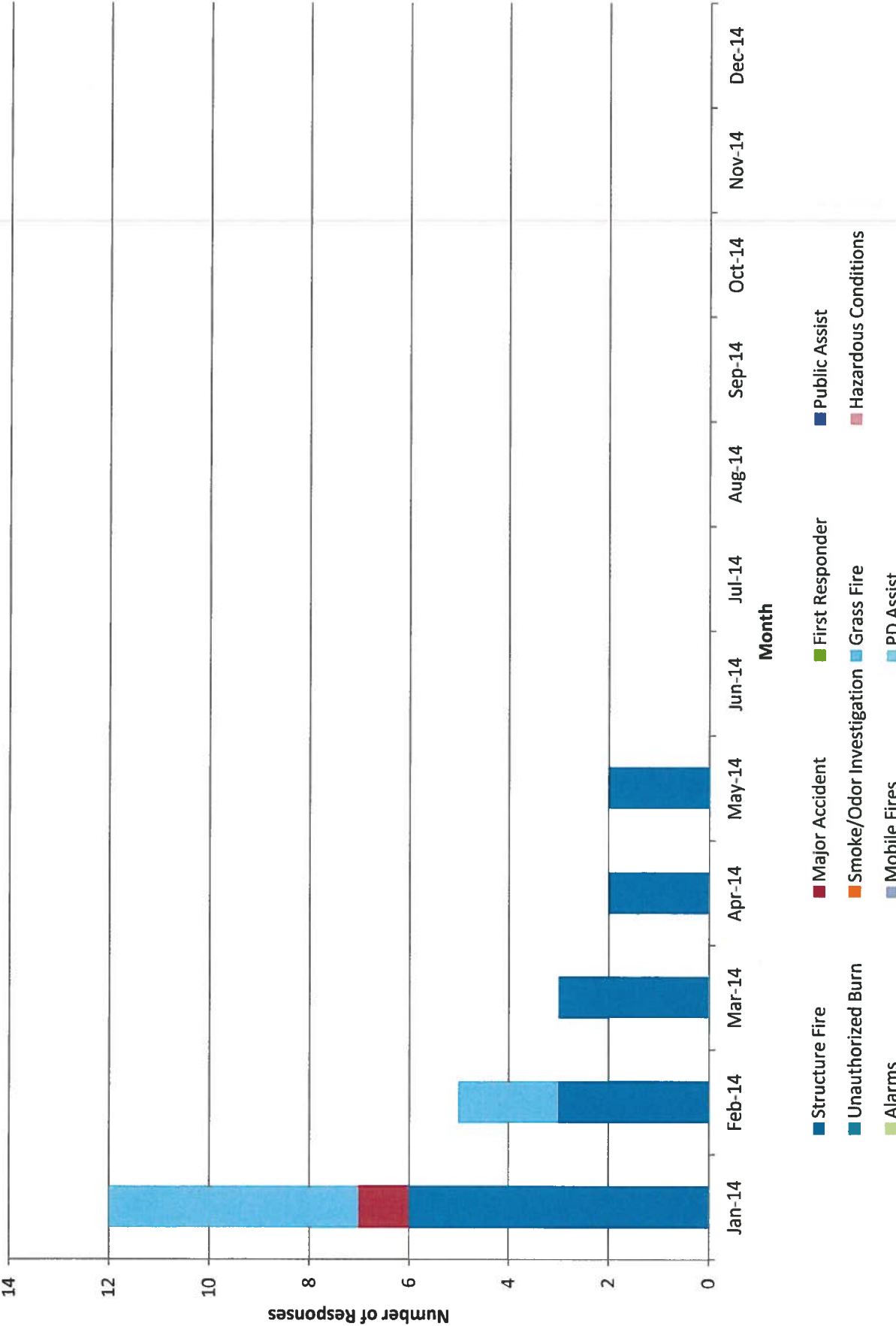
KIM R. MORRIS
Farmersville Fire Chief

Farmersville Fire Department City Responses



[illegible]

Farmersville Fire Department Mutual Aid Responses





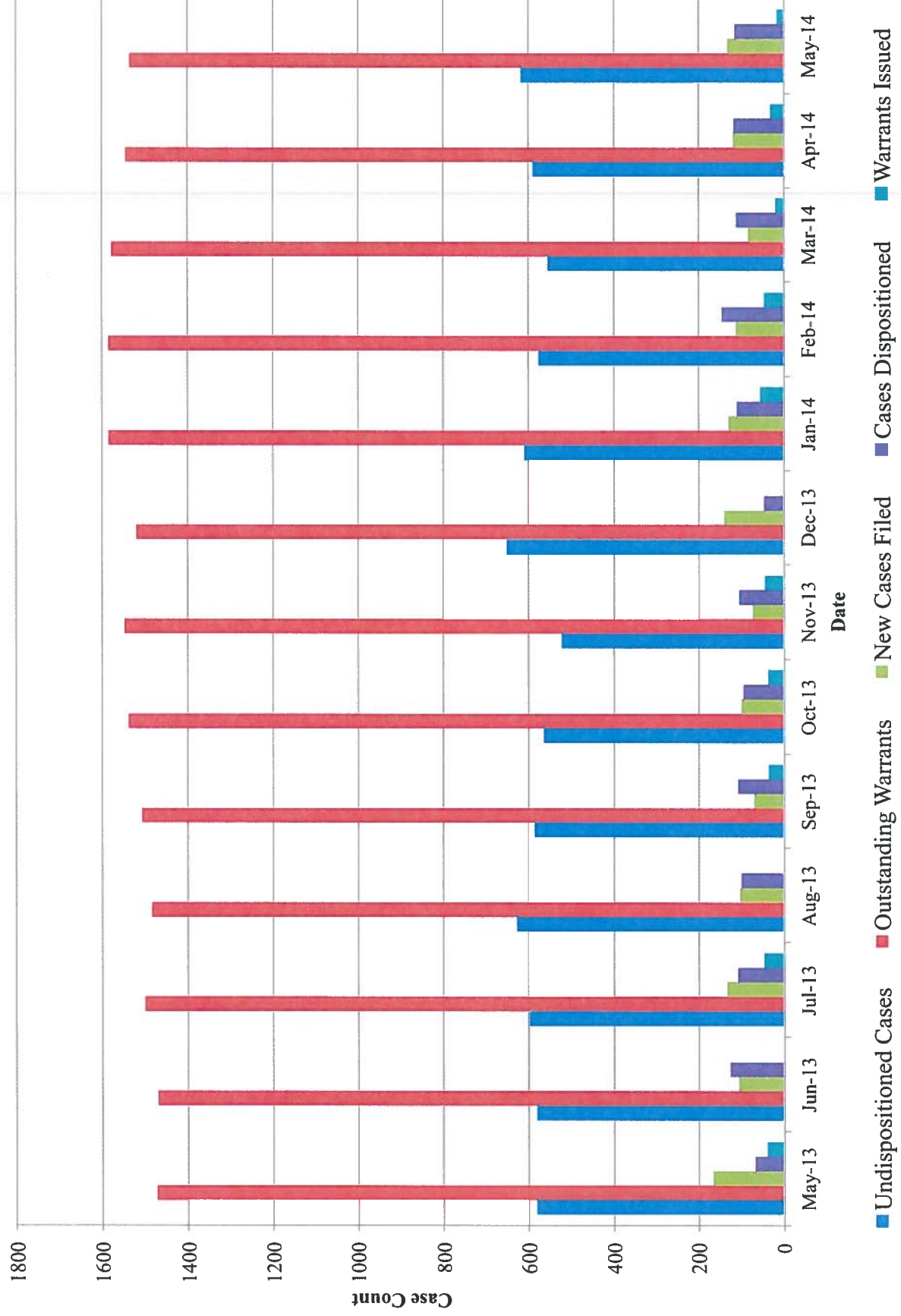
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: CONSENT AGENDA – Municipal Court Report

FARMERSVILLE MUNICIPAL COURT

MONTHLY REPORT MAY 2014

Cases Filed	132
Class C Complaints Received	0
Dispositions Prior to Trial	56
Pre-Trial Hearings Held	0
Non-Jury Trials Held	0
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	13
After Deferred Disposition	26
After Proof of Financial Responsibility	3
Compliance Dismissal	7
Dismissed at Trial (By Prosecutor)	0
Number of Disposed Cases	115
Total Revenue	\$20,702.90
Total Kept by City	\$14,683.74
Total Remitted to State	\$6,019.16

Municipal Court Case and Warrant Rate





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: CONSENT AGENDA – Warrant Officer Report

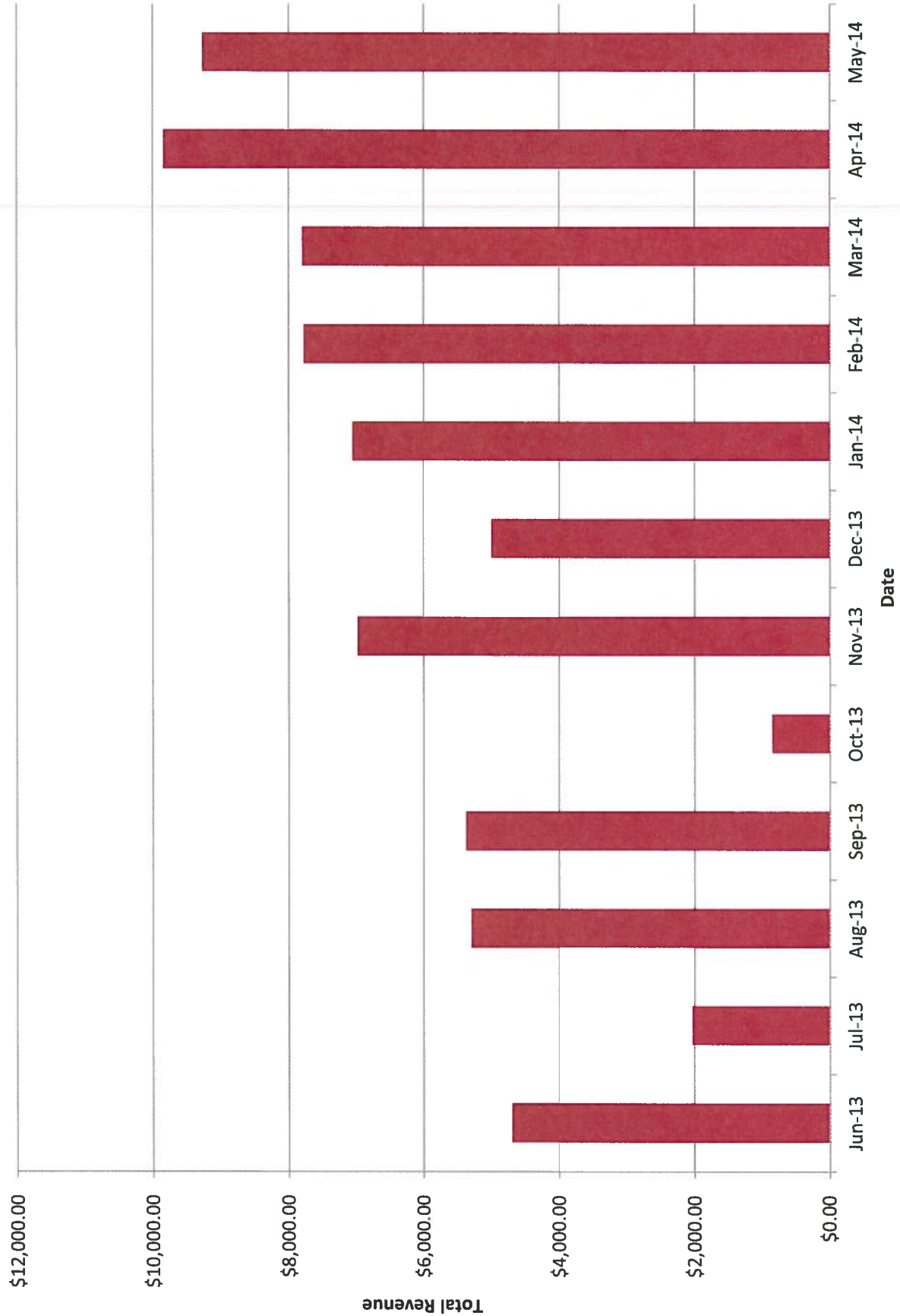


FARMERSVILLE MUNICIPAL COURT WARRANT OFFICER REPORT

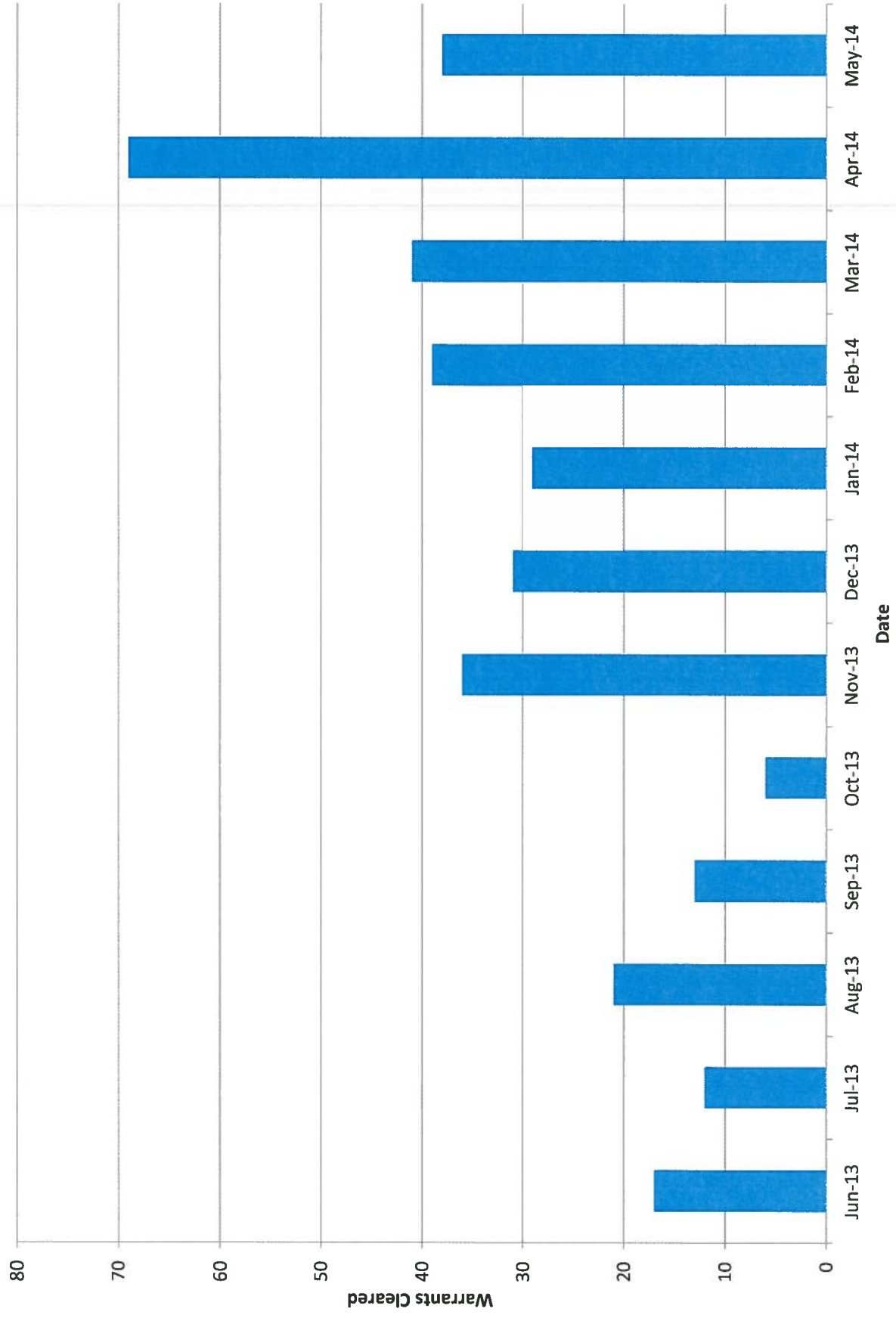
MAY 2014

Total Outstanding Warrants	1534
Total Due from Outstanding Warrants	\$431,528.30
New Warrants Issued by Court	16
Total Warrants Cleared	38
Total on Payment Plan	173
Total Warrant Revenue	\$9,258.10
Arrests Total	7

Total Warrant Revenue



Total Warrants Cleared



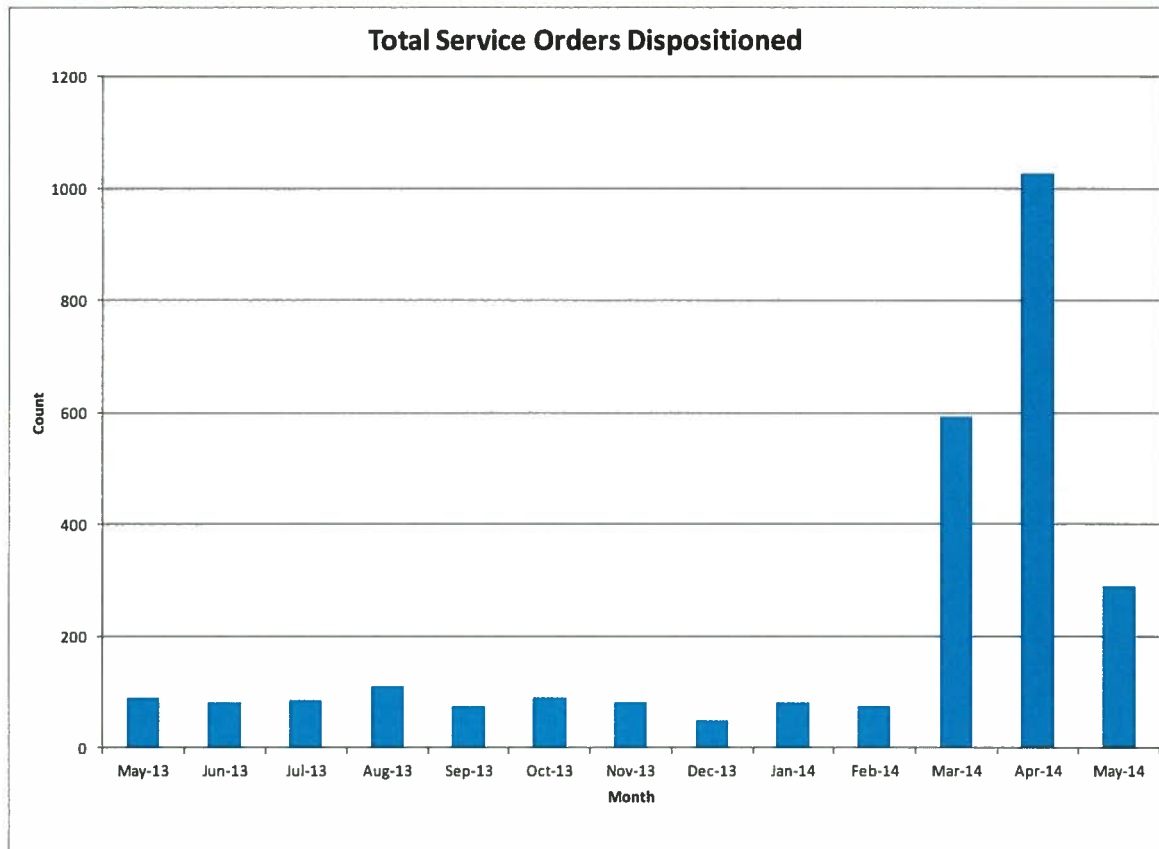


TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: CONSENT AGENDA – Public Works Report



Public Works Monthly Report

Service Order Status



Service Order Group	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14
Utility Billing	27	12	29	32	31	24	30	16	20	22	20	34	92
Street System	1	3	3	2	1	1	0	3	2	3	0	4	4
Water System	36	32	28	15	22	25	14	5	25	31	20	49	26
Waste Water System	1	6	1	2	3	5	3	5	4	5	6	3	3
Storm Water System	4	1	0	4	0	1	2	2	0	0	0	0	0
Property and Building	4	5	0	2	2	2	3	0	2	4	6	1	4
Electrical System	0	0	0	0	0	0	0	0	0	0	525	907	147
Refuse System	9	16	16	39	14	28	19	17	25	1	11	20	11
Projects	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicles	0	0	0	1	0	0	0	0	0	0	0	0	0
Public Works	0	1	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous	8	6	10	15	1	4	11	2	4	9	6	10	4
Total	90	82	87	112	74	90	82	50	82	75	594	1028	291

Note:

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

Public Works General

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

Street System

1. Project Backlog
 - a. Maintenance resurfacing and panel replacement.
 - i. Summit at Rike Street.
 - ii. West Santa Fe.
 - iii. Rike at East Santa Fe.
 - iv. Locust Street
 - v. Hale Street
 - b. Safe Routes to School. See project status below.
 - c. Install remainder of school zone signs.
2. Continued with Sycamore Street panel replacement.
3. GO Bond related projects. See project status below.
4. US 380 Highway Project status.
 - a. 1st Railroad Bridge, Passing Track: Complete
 - b. 2nd Railroad Bridge, Main Track: July 2014 thru Apr 2015
 - c. 380 Roadway, East Bound: Complete. 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: Oct-2014
 - i. West Bound Off-Ramp (Northeast Ramp), July 2014
 - ii. West Bound On-Ramp (Northwest Ramp), Oct 2014
 - e. Main Street Bridge Construction: Complete
 - i. Main Street Roadway: Complete
 - f. Hill Street Crossing: Jun 2014. This crossing will require electrical primary wire reconfiguration from overhead to underground. KCS will be paying for this expense.
 - g. Walnut Street Crossing: Jun 2014
 - h. Main/Summit Street Crossing: Jun 2014



Figure 1. Looking South Along Main Street



Figure 2. Looking North along Main Street



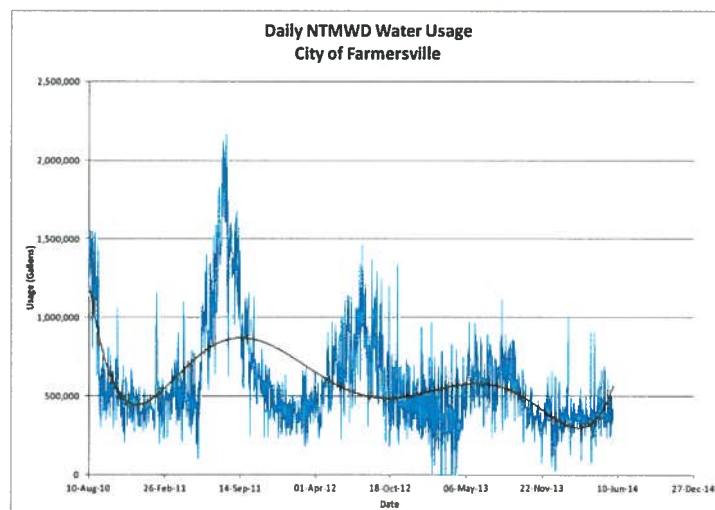
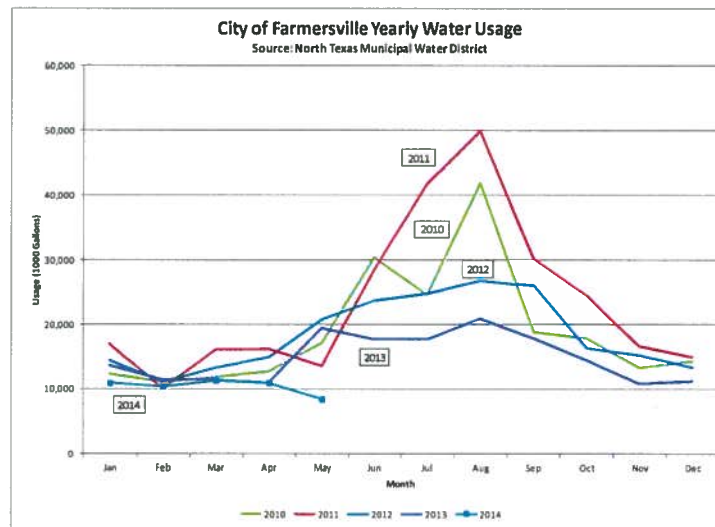
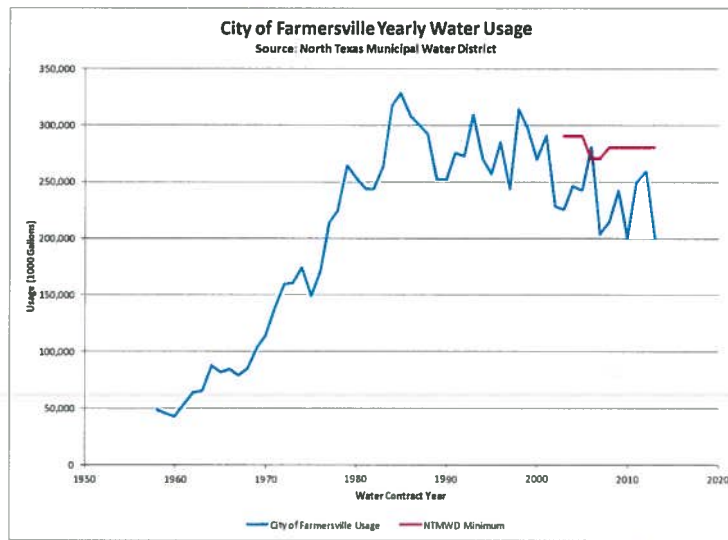
Figure 3. Looking East from Bridge



Figure 4. Looking West from Bridge

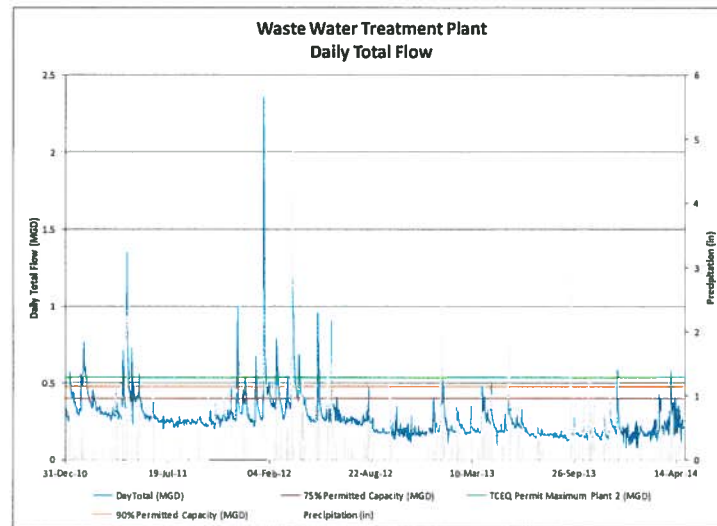
Water System

1. Project backlog
 - a. Waterline extension for Caddo Park.
 - b. Transfer NTMWD customers to CoF along Hwy 380.
 - c. GO Bond related engineering. See project status below.
 - d. Install water line on Lee Street to replace extremely poor 2" galvanized line.
2. Meter Report (1397 +6):
 - a. Residential Meters (1152 +4)
 - b. Commercial Meters (190 + 2)
 - c. Industrial Meters (30,+0)
 - d. Public Meters (19, +0)
 - e. Wholesale Meters (6, +0)
3. Consumption Report (Calendar Year Start 21 Dec 2012, Month 21 Apr 2014 thru 20 May 2014, 29 days)
 - a. Inflow (NTMWD), Calendar Year to Date: 53,072,000
 - b. Inflow (NTMWD), Month: 8,410,000
 - c. Usage, Calendar Year to Date 51,050,230 gallons
 - d. Usage, Month: 8,786,770 gallons
 - e. Usage, Average Daily Water Usage for the Month: 302,992 gallons
 - f. Calendar Year Water Loss Percentage (to date): 3.96%
4. Stage 3 water restrictions are in place.
5. Started gathering data for water rate study. Chris Ekrut at NewGen Strategies & Solutions will perform the study.
6. Began work replacing 6" water main on Hamilton Street between McKinney and Pendleton before new street goes on top. This is an old line with a severe history of breaks.



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.
2. Sewer line being replaced on Hamilton Street between Maple and Pendleton in support of the Hamilton Street Bond Project.
3. Continuing to deploy new automated meter reading system.



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. Public Works Annex
 - a. Received bid to refurbish building. Will not start work until Service Center expansion is complete to make sure we hold budget.
4. JW Spain
 - a. No new news.
5. Onion Shed
 - a. No new news.
6. West Onion Shed
 - a. No new news.
7. Public Safety Building
 - a. Generator slab complete. Generator has been received at contractor's. Installation scheduled for week of 9 June 2014.

8. Chaparral Trail
 - a. See project status below.
9. Riding Arena.
 - a. No new news.
10. Public Works maintenance barn.
 - a. Working on contract with KW Brown along with change order to narrow the overall scope to the building and the slab.
11. Rambler Park.
 - a. Upgrade project.
 - i. New Rambler Park complete.
 - ii. Move gazebo closer to splash pad.
 - iii. Sidewalk connector to the gazebo.
12. North Lake
 - a. Construct Police shooting range.
13. 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
14. Civic Center/Library
 - a. Backlog: Handicap ramp compliance issues.
 - b. Backlog: Handicap parking striping and signage.
15. Best Center
 - a. Backlog: Change locks.
16. Senior Center
 - a. Backlog: Concrete for entrance area.
 - b. Backlog: Lights for the parking lot.
17. 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.
18. Downtown
 - a. Backlog: Install banner mounts.
19. 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. Consumption Report (Consumption Started 16 Apr 2014, Month 16 Apr 2014 thru 20 May 2014, 35 days)
 - a. Usage, From Start Date 2,513,903 kW-Hr
 - b. Usage, Month: 2,513,903 kW-Hr
2. Billing system fully implemented. First billing cycle revenue coming in.
3. Service Center yard continued to be reconfigured to accommodate the electrical system spare parts and equipment.
4. Replace poles at corner of Maple and Hamilton to support Hamilton Street Bond Project.
5. Moved pole on Pendelton to support SRTS project.
6. Street lights reconfigured on Murchison Street.
7. Lights refurbished at JW Spain.
8. Supported cost estimates to move electrical wires over the railroad at Hill Street.
9. Second bucket truck experienced a boom failure. Versalift investigating. Trying to secure back-up truck.

Refuse System

1. Moving forward with Household Hazardous Waste (HHW) program.

Inspections, Permits, Plats

1. Amy Carwash scheduled to restart work on week of 9 June 2014. We are watching this project closely for signs of significant progress.

Vehicles/Tools

1. Gator utility vehicle has been received.

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	Jul-14	Construction started. Currently closing out phase II construction. Started phase III.
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)	Jul-14 (est)	Oct -14	Grant awarded. Developing bid documentation package. 50% drawing package complete. Working on final revisions.
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.
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	Jun-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	Complete	Dec-13	May-14
5	Hamilton Overlay (McKinney to Yucca)	728,000		Construction	Dec-13	Jun-14
6	Hamilton Street Overlay (Yucca to Gaddy)	88,000		Construction	Dec-13	Jun-14
7	Central Overlay (College to Prospect)	101,000		Complete	Dec-13	May-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	Jul-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	Aug-14	Oct-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	Jul-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	Jul-14	Sep-14
18	Automated Meter Reading System	520,000	520,000	Construction	Mar-13	Aug-14
19	Bob Tedford Drive	83,000	83,000	Bid	Jun-14	Aug-14
20	CR 608/CR 609	63,500	63,500	Not Started	Jul-14	Sep-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	Jan-15	Apr-15
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	Jan-15	Apr-15
27	Hwy 380 (AFI to Floyd St) – Lift Station & Force Main	445,000	445,000	Not Started	Jan-15	Apr-15
28	Locust – Gravity Main	88,500	88,500	Not Started	Jan-15	Apr-15
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
Replacement Meter Covers	Replace hand made water meter covers downtown. People are tripping over them.	14-Jan-2014	Ben White			Open
Brick and Tree	for all past city council and mayors	14-Jan-2013	Paula Jackson			Open
Water hole in the sidewalk at Tony's Restaurant	have public works look to see what can be done to correct	14-Jan-2013	public works	149337		Open
Requirements for thickness of driveways	Research Suddivision and Zoning for the thickness for driveways. Questions regarding 6 in accompanied by geotechnical study	15-Jan-2013	Ben White/Paula			Open
Rambler Park	The Playground in in need of mulch	12-Mar-2013	public works			Open
Chaparral Trail	LIGHT FOR THE 1 MILE MARKER	19-Feb-2013	BEN			Open
SIDEWALK	remove extremely bad section of sidewalk in front	17-May-2013	PUBLIC works			Open
Bricks for Pavilion	Ed Stuart	5-Jun-2013	Paula Jackson		received brick. Now Paula will see where it will be placed	open

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number		NOTES	CLOSE DATE
Restrooms at parks	Audrey has requested a number of things to be fixed or replaced at the restrooms like signs on the mens and floor - replacement and duct cleaning		Paula Jackson			Ben and I are looking into signs to be placed.	Open
City Hall							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	
Chaparral Trail	PHASE III PLAN SET copies for Joe Helmlberger for bid, 50% completion, 75% completion and 90% completion	1-Dec-2013	BEN				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

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
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
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 chabmbers 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

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number		NOTES	CLOSE DATE
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
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

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Public Safety Building Fire Marshal Action Items	PD: Fire: 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. EMS: 1. Provide no smoking sign above oxygen 2. provide ansul kitchen system or do not cook w/grease vapors. 3. do not store combustibles in	28-Mar-2014	Ben White		PD: no action Fire: Items 1 and 2 have been completed and the stove will be removed. EMS: Items 1 and 3 have been completed.	Open
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	Open
JW Spain Handicap Parking	Install parking places for handicap parking	28-Mar-2014	Ben White			Open
Welcome Sign north	fix the welcome billboard	22-Apr-2014	public works			open



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: CONSENT AGENDA – Library Report



Charles J. Rike Memorial Library

203 Orange Street - Farmersville, Texas

www.rikelibrary.com

972-782-6681

Monthly Report: May – 2014

Circulation:	2335
Computer Users:	432
Visitors:	1489
Inter-library Loan	
Books loaned to other libraries:	1
Books borrowed for our patrons:	9
Patrons Saved \$ *	\$36,643.96
New Patrons:	20
Volunteer Hours Donated:	16 hours 45 minutes

Other Items of Interest:



Sponsored by The Farmersville Times

June 10 - August 20

Every Wednesday

2:00—2:45 p.m.

unless otherwise noted on Schedule

@ the Rike Library

203 Orange Street,

Farmersville, Texas

972-782-6681

www.rikelibrary.com

*Free and open to all ages
(unless you think you're too old!)*

Be prepared for a wonderful story and craft project.

We would like to give special thanks to these sponsors for supporting our library:
The Farmersville Times Farmersville Library Ringling Bros. Circus Memphis Audie

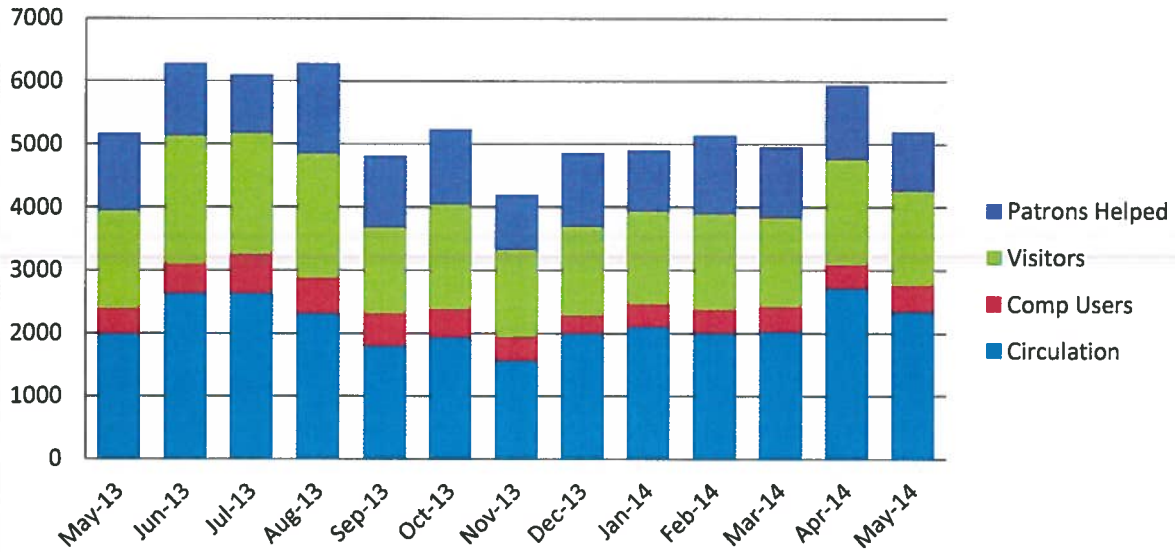
Follow along with these themes!

- June 10 • **Special Program** • Tuesday at 3:30 p.m.
Summer Reading Club Kick Off Program Sign-Ups
Ringling Bros. Ambassador's of Laughter
- June 11 • Bugging Out
- June 18 • The Superheroes Among Us
- June 20 • **Special Program** • Friday at 2:00 p.m.
Honoring our heroes *Sponsored event for Audie Murphy Day*
- June 25 • If you give a kid a book... *Rotary Club sponsored*
- July 2 • Texas Theme / July 4th
- July 9 • Don't you wish it was cold outside?
- July 16 • Space, the final frontier!
- July 23 • Extra! Extra! Read all about it! *Farmersville Times sponsored*
- July 30 • Digging for the past...
- August 6 • Fantastic tales from lither and yon!
- August 13 • Who left the barn door open?
• **Heavenly Hooves Petting Zoo** •
- August 20 • All Aboard the Seuss Caboose! - final club meeting

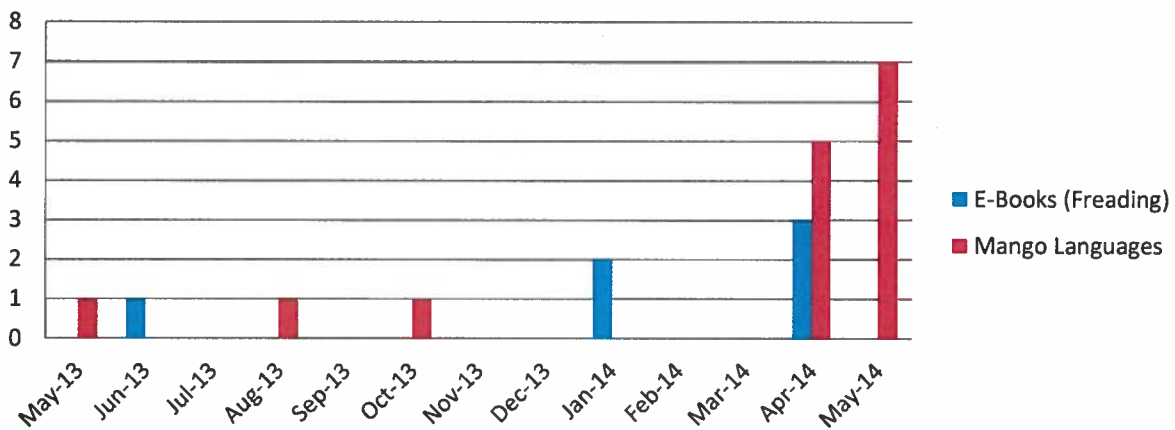
We are preparing for Summer Reading Club which starts June 10 through August 20 on Wednesdays from 2:00 – 2:45pm. Wyndi Veigel is heading the program again this year. We look forward to another fantastic Summer Reading Club! We have a few special programs in the works: a kick-off event with the Ringling Bros. clowns, a special pre-Audie Murphy Day program, and a petting zoo towards the end of the summer.

For Audie Murphy Day, the library will have extended open hours on Saturday, June 21, 9:00 am – 4:00 pm, to allow more visitors to view the Audie Murphy display in the library.

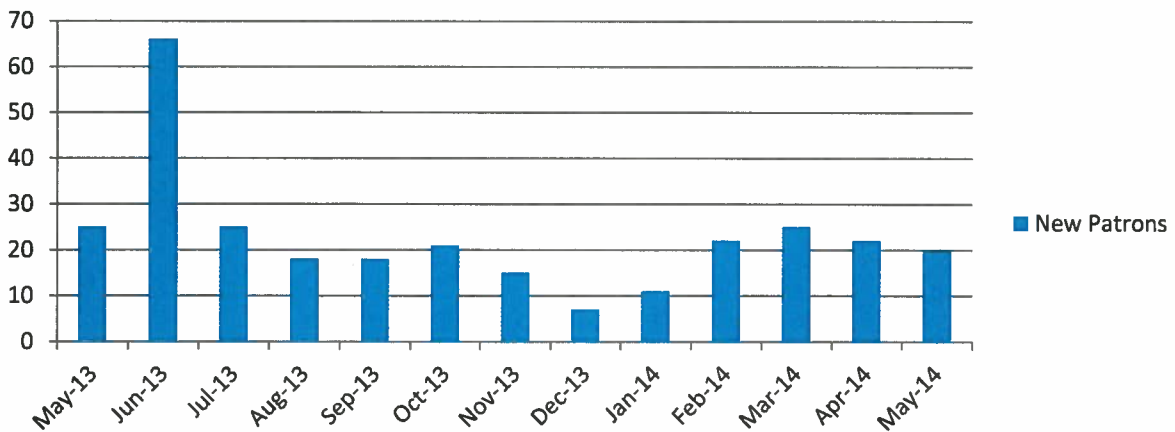
Library Usage



Subscription Based Service Use



New Patrons





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 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)	1
Planning and Zoning Commission	1
Citizens Advisory Committee	1
Parks and Recreation Board	1
Main Street Board	1
Downtown Merchants Meeting	0
Capital Improvements Advisory Commission	0
Building and Property Standards Meeting	0
Farmersville Garden Club	0
Realtors Meeting	0
Chamber of Commerce Board Meeting	0
Chamber of Commerce Networking Meeting	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. Street sign standards.
- iii. Knox boxes.
- iv. TCEQ on-site sewage amendment.
- v. Water and sewer rate increase (delayed to summer 2014).
- vi. Special events permits allowing alcohol.

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. Public Works maintenance barn upgrade contract.
2. Continued work to bring broadband providers on our water towers under contract.
3. Completed Rhino Broadband contract.

Planning

1. No new news.

Policy Changes

1. Backlog
 - a. Information Technology policy.
 - b. Employee uniform policy.

Personnel Related Matters

1. Received re-rates for employee insurance from TML.

Customer Service Window

1. Started supporting new electrical billing system.

Budget/Finance

1. Preparing for upcoming budget workshops.
2. Will sell \$1.5M in bonds to support street, water, wastewater projects.
3. Attended the Collin County Appraisal District workshop to receive information on upcoming ad valorem tax rates.

Information Technology

1. Installation of Incode billing software is complete.
2. Upcoming projects
 - a. Better backup processes
 - b. Microsoft Office Suite 2010
 - c. License audit and review
 - d. Hardware audit and review

Special Events

1. Supported preparations for Audie Murphy Day June 21st..
2. Helped with preparations for Herb Ellis Jazz Festival, 21 March 2015.
3. Helped with preparations for A Taste of Farmersville, 24 May 2014.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – Farmersville Economic Development Corporation Meeting Minutes

- Minutes are being prepared and 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



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: June 10, 2014

SUBJECT: INFORMATIONAL ITEM – Farmersville Economic Development Corporation
Financial Report

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

May 2014

Prepared by: Daphne Hamlin

Farmersville Economic Development Corp 4A
May 2014

Statement Balance 5-1-2014	\$194,809.65
Deposits:	
Sales Tax:	\$17,406.60
Cking Int .05%	\$8.66
CD Interest	\$71.91
Transfer to Texpool	
Transfer from Texpool	\$-
Checks	
	<hr/>
Statement balance 6-1-2014	\$212,296.82

Outstanding Transactions

Sales Tax
Transfer to Texpool
CD Interest

Balance 6-6-2014	\$212,296.82
-------------------------	---------------------

Farmersville Economic Development Corporation
Cumulative Income Statement
For the 12 Months Ended, September 30, 2014

	FY 2014 Budget	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance		\$145,798.94	\$160,436.50	\$182,136.79	\$200,540.72	\$178,678.30	\$200,602.48	\$176,963.41	\$194,809.66					
Deposits														\$-
Sales Tax Collections	\$160,000.00	\$21,637.54	\$21,587.41	\$18,324.23	\$13,763.61	\$21,842.95	\$15,596.41	\$15,764.39	\$17,406.60					\$145,923.04
Interest Income cting	\$1,100.00	\$7.28	\$6.72	\$7.78	\$8.06	\$6.91	\$8.40	\$7.53	\$8.66					\$81.34
Transfer from Texpool to First Bank														\$-
Transfer funds to CD														\$-
Transfer to Texpool														\$-
CD Interest Earned		\$102.74	\$106.16	\$71.92	\$74.32	\$74.32	\$67.12	\$74.32	\$71.91	\$0.00				\$642.81
Total Revenue	\$161,100.00	\$167,546.50	\$182,136.79	\$200,540.72	\$214,366.61	\$200,602.48	\$216,274.41	\$194,809.66	\$212,296.82	\$0.00				\$146,627.19
Expenses:														
Administration	\$1,000.00													\$-
Meeting Expenses	\$1,000.00													\$-
Dues/School/Travel	\$500.00	\$-												\$-
Office Supplies	\$200.00													\$-
Marketing/promotion Expenses														\$-
Marketing/Promotion Expenses/Advertising	\$7,110.00	\$7,110.00												\$-
Collin 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													\$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	\$-	\$-	\$-				\$16,610.00
Directive Business Incentivas														\$-
Collin College Project(sewer/street/electric)	\$100,000.00													\$-
NTMWD Regional WW Treatment	\$150,000.00													\$-
Electrical Study	\$125,000.00				\$28,208.31		\$35,311.00							\$28,208.31
Facade Grant Program	\$50,000.00						\$35,311.00							\$35,311.00
Total Development Cost	\$425,000.00			\$-	\$28,208.31	\$-	\$35,311.00							\$63,519.31
Total Expenditures	\$446,810.00	\$7,110.00	\$-	\$-	\$35,708.31	\$-	\$37,311.00							\$80,129.31
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	\$176,963.41	\$194,809.66	\$212,296.82					\$80,129.31
CD Investment		\$250,000.00	\$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	\$366,531.07	\$366,542.82	\$366,551.14	\$366,559.13	\$366,568.45	\$366,578.58	\$366,586.18					
Interest Earned		\$15.52	\$13.48	\$11.56	\$8.52	\$7.99	\$9.32	\$10.13	\$7.60					
Total Available Funds		\$776,964.09	\$798,667.86	\$817,083.34	\$795,229.44	\$817,161.61	\$795,531.86	\$811,388.23	\$828,883.00					\$-



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 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

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)
MINUTES May 12, 2014

CALL TO ORDER, ROLL CALL AND RECOGNITION OF VISITORS

The Farmersville Community Development Corporation Board met on April 14, 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. President Caspari welcomed Main Street Manager Adah Leah Wolf, and guests City Manager Ben White, Mayor Joe Helmberger, and Mayor Pro Tem Jim Foy.

CONSIDER FOR APPROVAL APRIL 14, 2014 MEETING MINUTES

Paul Kelly motioned to accept the April 14, 2014 minutes as written, with Donna Williams seconding the motion, which passed the full Board.

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 APRIL 2014 AND ANY REQUIRED BUDGET AMENDMENTS

Paul Kelly motioned to accept the Financial Statements for April as presented, with Donna Williams seconding the motion, which passed the full Board. City staff will check on reason for tax revenue fluctuation.

ACCEPT RESIGNATION OF BOARD MEMBER DAVID KETCHER

Paul Kelly motioned to accept the letter of resignation from David Ketcher; Donna Williams seconded the motion, which passed unanimously.

DISCUSSION REGARDING FISCAL YEAR 2015 BUDGET

Grant requests have been received for the following budget items:

- Main Street Program support: \$70,000
- Bleachers: \$3,700 per unit
- Live screening near Rambler Park/Splash pad: Ben White to obtain estimate
- Matching grant for Chaparral Trail Phase III Project: \$60,000
- Christmas Decorations: \$5,000
- Flagpoles at entrance of Farmersville Parkway: \$15,000
- Sparks of Freedom fireworks: \$5,000
- Herb Ellis Jazz Festival: \$9,000
- Farmersville Historical Society roof repairs: \$5,000
- Onion Shed roof rehab and foundation repair: \$8,200
- Marketing Program: \$15,000

In addition, Chairman Caspari recommended the continuation of these budget line items in these amounts:

- Miscellaneous: \$3,000
- Accounting services : \$1,000

- Collin College Scholarship sponsorship \$2,500
- Chamber of Commerce sponsorship: \$5,000
- May Building Taxes: 1,000
- Land Purchase: \$20,000
- National Register District Project: \$4,000

Another request may be presented by Jim Foy for park lighting at next month's board meeting.

There was discussion as to whether the Parks Board could pay for some of the requested parks related items. Ben White indicated that the flagpoles project could be delayed another year. Paul Kelly suggested implementing the flagpole project in phases, such as pad preparation and lighting. Barbara Stooksberry suggested that the city add lighting to the flagpoles already in place before expanding the number of flagpoles (they all need lighting except for the downtown location).

Paul Kelly suggested the board consider a budget amendment to purchase 2 additional bleachers for the Spain Athletic Complex, and then budget for 2 more in next fiscal year. That would complete the bleachers needed for that location, and would alleviate a potential safety issue. It is possible that other donations may be tapped for the bleachers as well.

Ben White said that the Onion shed surveillance has worked very well.

Leaca Caspari noted that at the beginning of the fiscal year the board began with \$120,000; according to cash flow projections we could end this fiscal year with \$190,000.

MONTHLY MAIN STREET PROGRAM UPDATE—ADAH LEAH WOLF

Main Street Manager Adah Leah Wolf provided a written monthly report for April and highlighted the following: Planning for the Herb Ellis festival is in full swing. Farmersville Heritage Museum has received its nonprofit status from the IRS. The City Council named May as National Preservation Month. Clara and Austin Hill were recognized at this year's Collin County Historical Commission preservation awards event, for the renovations they completed on their building façade. The Audie Murphy Day committee will be mailing to 400 veterans soon, as well as mailing 250 sponsorship letters. Termites swarmed at 107 S. Main, spreading to neighboring buildings. This month's downtown merchants get together will be held at *Fancy Fibers*. *Almost New* will be relocating to 106 McKinney Street. A volunteer crew planted flowers downtown on Saturday.

CITY MANAGER REPORT—BEN WHITE

The City Manager provided a written report and highlighted the following: The new sign at the Splash Pad is complete; the old rules and parks & wildlife signs will be removed. The dead live oak downtown needs replacing. The Gazebo needs to be moved. TXDOT has done a traffic study indicating the need for a light at Hwy 78 and McKinney Street. The city plans to apply for another Collin County Open Space grant in FY 2016. Farmersville Electric is now staffed and running.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

Budget planning for next fiscal year will continue. Board to discuss possible budget amendment for bleachers. The next meeting will be on June 9.

ADJOURNMENT

There being no further business, President Caspari adjourned the meeting at 6:52 PM.

Signatures:

Leaca Caspari, President

Barbara Stooksberry, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – Farmersville Community Development Corporation
Financial Report

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

May 2014

Prepared by: Daphne Hamlin

Farmersville Community Development Corp 4B
May 2014

Statement Balance 5-1-2014	\$61,141.93
Deposits:	
Sales Tax:	\$17,406.60
Cking Int .05%	\$2.92
Stop payment Fee	
Transfer to Texpool	
Transfer from Texpool	\$-
Checks 2227-2233	<u>\$(4,383.93)</u>
Statement balance 6-1-2014	\$74,167.52

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
out standing checks 2229	\$(47.50)

Balance 6-6-2014	<u><u>\$74,120.02</u></u>
-------------------------	----------------------------------

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

09/08/2014

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	\$15,764	\$17,407					\$145,909	79.30%
Interest Income	4	5	4	4	4	3	2	3					29	
Reimbursement for Marketing													-	
Refund Boundary Solutions														
Reimbursement for Main Street Mgr.														
Transfer from TEXPOOL for cash in bank														
Total Revenue	\$21,642	\$21,579	\$18,328	\$13,767	\$21,847	\$15,600	\$15,766	\$17,410	\$0	\$0	\$0	\$0	\$145,938	79.31%
Expenses:														
Main Street:														
Salary	57,455												57,455	88.39%
Supplies	184	962	1148	1000	780	197	199	318					4,788	
Total Main Street	57,639	962	1,148	1,000	780	\$197	\$199	\$318	\$0	\$0	\$0	\$0	\$62,243	95.76%
Miscellaneous														
Marketing Program	15,000												\$-	0.00%
Reimburse city for accounting													15,000	100.00%
Chaparral Trail Improvements													-	0.00%
Collin College Scholarship sponsorship													60,000	100.00%
Chamber of Commerce				2,500									2,500	100.00%
May Taxes													5,000	100.00%
Christmas Activities		143											771	96.35%
Land Purchase			345	3,512									4,000	100.00%
Fire Works	4,998			4,998			4,998						14,994	74.97%
Flag Pole Installation													3,500	100.00%
Splashpad Improvements													-	0.00%
Historical Marker for Post Office													-	0.00%
Bain Honaker House Restoration														
National Register District Project														
Police 4 Wheeler				5,000									5,000	100.00%
Chaparral Trail Kiosks				4,500									613	15.33%
Total Expenses	77,637	\$1,105	\$1,493	\$21,510	\$780	\$79,968	\$5,197	\$4,431	\$0	\$0	\$0	\$0	\$187,620	85.36%
Excess Revenue Over Expenses	(55,995)	20,474	16,835	(7,743)	21,067	(64,368)	10,569	12,979	-	-	-	-	14,000	100.00%

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

	October	November	December	January	February	March	April	May	June	July	August	September
Beginning Bank Balance	120,292.64	\$64,297.43	\$84,782.07	\$101,816.47	\$ 93,874.33	\$114,940.80	\$50,572.51	\$61,141.93				
Deposits:												
Sales tax deposits	21,637.54	21,587.41	\$18,324.23	13,763.51	21,842.95	\$15,586.41	\$15,764.38	\$17,406.60				
Interest income-bank	4.03	2.76	\$3.67	4.09	3.80	\$3.21	\$2.21	\$2.92				
Transfer to TexPool												
Transfer From Texpool to First Bank												
Refund from Boudinary Solutions												
Reimbursement for Marketing												
Reimbursement for Main Street Mgr.												
Adjusting Entry												
Total Revenues	141,934.21	85,887.60	103,109.97	115,384.07	115,721.08	130,540.42	\$66,339.11	\$78,551.45	\$0.00	\$0.00	-	\$ -

Disbursements:												
Main Street Salary	\$ 57,454.80											
Miscellaneous												
Main Street Supplies	\$ 184.00	\$ 962.44	\$ 1,148.50	\$ 999.56	\$ 780.28	\$ 197.10	\$ 198.00	\$ 318.07				
Marketing Program	\$ 15,000.00											
Reimburse city for accounting												
Chaparral Trail Improvements				\$ 2,500.00		\$ 60,000.00						
Colin College Scholarship sponsorship						\$ 5,000.00						
Chamber of Commerce						\$ 770.81						
May Taxes		\$ 143.09	\$ 345.00	\$ 3,512.00			\$ 4,998.18	\$ 3,500.00				
Christmas Activities				\$ 4,998.18								
Land Purchase												
Fire Works	\$ 4,998.18											
Flag Pole Installation												
Splashpad Improvements												
Historical Marker for Post Office												
Bain Honaker House Restoration				\$ 5,000.00				\$ 613.36				
National Register District Project												
Chaparral Trail Kiosks						\$ 14,000.00						
Police 4 wheeler				\$ 4,500.00								

Total Expenses	77,836.78	1,105.53	\$ 1,493.50	\$ 21,509.74	\$780.28	\$79,967.91	\$5,197.18	\$4,431.43	\$0.00	\$0.00	\$0.00	\$0.00
Ending Bank Balance	64,297.43	84,782.07	101,616.47	93,874.33	114,940.80	50,572.51	61,141.93	74,120.02	-	-	-	-
TEXPOOL Balance	84,812.28	\$84,815.37	\$84,818.07	\$84,820.07	\$84,821.91	\$84,824.12	\$84,826.43	\$84,828.19				
Interest Income-TEXPOOL	\$ 3.58	\$ 3.09	\$ 2.70	\$ 2.00	\$ 1.84	\$ 2.21	\$2.31	\$1.76				
Total Available Funds	149,109.71	169,597.44	186,434.54	176,694.40	198,782.71	135,396.63	145,968.36	158,948.21	-	-	-	-

Signed:



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – Planning & Zoning Minutes

- The Planning & Zoning Commission met on May 5th. The Council received the minutes from this meeting in the May 13th Council packet.
- The next scheduled meeting for P&Z is June 16th.

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – Capital Improvements Advisory Commission Minutes

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

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – Citizens Advisory Committee Minutes

- The next Citizens Advisory Committee will meet June 16, 2014.

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – Sign Board of Appeals Minutes

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

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – Parks Board Minutes

Electronic minutes are found at the following link:

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

**CITY OF FARMERSVILLE
PARKS AND RECREATION BOARD MINUTES
MAY 20, 2014**

The Farmersville Parks and Recreation Board met in regular session on May 20, 2014 at 6:00 p.m. at City Hall with the following members present: Chairman Mark Vincent, Glenn Bagwill, Autumn Barton, Marianne Politz, and Tom Waitschies. City Manager Ben White and City Staff member Christi Dowdy were also present. Visitors included Johnnie Pryor, Steve Bolgiano, Milton Bolgiano and Leaca Caspari.

CALL TO ORDER

Chairman Mark Vincent called the meeting to order at 6:07 pm, and roll was called by Christi Dowdy who announced that a quorum was present.

APPROVAL OF MINUTES

Tom Waitschies made a motion to approve the minutes from the March 25, 2014 meeting, and the motion was seconded by Marianne Politz.

PRESENTATION REGARDING SHADE STRUCTURES AT THE J.W. SPAIN ATHLETIC COMPLEX

Johnnie Pryor gave a presentation to the Board regarding the installation of shade structures at the athletic complex. The complex is very busy during the summer months and there is no shade anywhere on the grounds. Mr. Pryor gave quotes from USA Shade & Fabric Structures on several different styles and price ranges. He advised that the structures will withstand 90 mph winds and have a 10-year lifespan. He also stated that they would not only provide much needed shade, but also add to the aesthetics of the complex. Marianne Politz stated that this could possibly be a joint effort between the Parks Board, Little League, and City. The Board decided to continue this item for further discussion.

PRESENTATION REGARDING PRAIRIE PRESERVATION AND ZIPLINE INSTALLATION ADJACENT TO SOUTHLAKE PARK

Milton and Steve Bolgiano gave a presentation to the Board regarding their plans for property they own which is adjacent to Southlake Park. They wish to encourage eco-tourism by preserving the native prairie land with a wildflower preserve, a walking bluebird trail, a tree house resort, rock and cliff climbing, as well as a zipline. They wanted permission from the Board to install a zipline that would cross the length of South Lake. The Board continued this item to give the City Manager time to speak with the City Attorney regarding the liability of this matter.

Chairman Mark Vincent left the meeting at 6:30 p.m.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

The Board would like to have a workshop meeting next month to discuss plans for the future of Southlake Park.

ADJOURNMENT

The meeting was adjourned at 6:40 p.m. by Glenn Bagwill.

Mark Vincent, Chairperson



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – Main Street Board Minutes

Electronic minutes are found at the following link:

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

**Farmersville Main Street Board
Minutes May 20, 2014
City Hall Conference Room DRAFT**

The meeting was brought to order at 5:20 PM by Andy Washam. Present were Main Street Manager, Adah Leah Wolf, and board members Andy Washam, Matt Busby, Leaca Caspari, and Sarah Jackson-Butler. Also present was City Manager Ben White and Donna Williams.

Consider for approval April 15, 2014 Meeting Minutes:

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

Consider for approval April 2014 Financial Statements:

Sarah Jackson-Butler made a motion to approve the financial statement as printed; Matthew Busby seconded the motion. The motion passed.

Herb Ellis Event Update

Last committee meeting was May 6. We have budget estimates in place and have submitted a grant request to 4B for \$9,000 for their consideration. Jeanne Kretz has given permission to use Sugar Hill location if required. Next committee meeting date to be determined.

Coupon Pages

The e coupon sheet for downtown merchants has eight participating businesses and Sarah is getting more to participate. If necessary, we can use two pages.

Window Displays

Discussion of possible displays for windows at 119 S. Main:

- "Factoids" about Farmersville (e.g. did you know....) Possible subjects: Herb Ellis, Audie Murphy, Chaparral Trail.
- Upcoming Events
- Chaparral Trail with QR code to chamber website information about the Trail
- Shoppers Guide
- CLASSES offered, ex. Weaving, knitting, dancing, etc
- Senior Center offerings
- TAPS services
- Can you find? As a way to engage the audience

Farmers & Fleas Market Update

The Market was created in August of 2004 to bring people downtown. It is held 11 times a year. A few markets have been cancelled due to severe weather. Fees revenue pays for advertising in print media. Press releases are sent monthly. Bess Eitel is a paid assistant; the rest of the crew are volunteers. According to state Comptroller office, all vendors must have their sales tax number.

Needed: volunteers to work 2 hour shifts; vendors (suggestions welcomed); and downtown events to tie in with the Market. Sidewalk sales, art shows, something visual creating a “buzz” downtown.

Audie Murphy Day Update

Copies of the veterans’ letter, the sponsorship letter, and the parade entry form were provided, as well as the postcard which will be mailed to the 75442 zip code area. 340 sponsorship letters have been mailed, and 400 veterans letters will be mailed. The projected cost of the event is \$11,400.

National Register District Update

Mary Tate, Masters Degree student, is working on the architectural descriptions of the downtown buildings. An example of the descriptions was provided.

Main Street Managers Report

Adah Leah Wolf presented a written report for April, and highlighted the following: Potential Main Street board candidates are encouraged to fill out a city board application form. Many businesses downtown are offering classes; this could be promoted as “learn something new downtown.” Cadence Cyclery is organizing a bike ride on the 4th of July (“Spokes of Freedom”) that is planned to bring riders back in town in time to attend the fireworks display. Yards of Yard Sales is on June 7-businesses are urged to participate and bring more foot traffic downtown. Steve and Gwen Davis are in the process of moving to 106 McKinney Street. Marcus Rhodes is open evenings (Ye Olde Vapour Shoppe). Everyone is encouraged to attend the Chamber’s next luncheon meeting this Thursday, which will be about social media. Del Herrod has offered to conduct a workshop on visual merchandising- a location is needed where hands on activities can be practiced. Board members were encouraged to attend upcoming workshop in Grapevine on May 28, offered by the Dallas Fort Worth Area Tourism Council. Sarah, Leaca and Adah Leah are interested in attending.

Discussion of placing items on future agendas:

The next meeting will be held on Tuesday, June 17, at 5:15 PM.

Adjournment: With no further business to discuss, the meeting was adjourned by Andy Washam at 6:00 PM.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – Main Street Report

Main Street Report is attached.



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



ORGANIZATION:

9	Meeting with Leaca Caspari in preparation for 4B Board meeting.
12	4B Board meeting. The Board is reviewing grant requests as it develops its budget for next fiscal year.
7,14,28	Manager attends city staff meetings.
20	Main Street Board meeting
15	Farmersville Heritage Museum board meeting. Moving forward with building plans & fundraising campaign.
27	Manager attends City Council meeting.
6,14,21,28	Mary Tate is assisting in completing our National Register District nomination.
	Manager has been asked to mentor new Main Street Manager who is working in Graham.

PROMOTION:

3	Farmers & Fleas Market. Representatives from the State Comptroller's Office visited.
3	Bike ride on Chaparral Trail, organized by Spinistry. Approximately 60 participants.
6	Herb Ellis Event planning meeting. Musicians are being lined up for the March 2015 event.
2, 6, 8,22	Audie Murphy Day planning meetings. Sponsorship mailing and veteran's mailings have been sent, postcards have been printed. Parade communications continue. FISD artwork received.
15	E Newsletter sent to downtown building and business owners.
21	Spoke with Henry Bodden regarding ceremony planned for June 14: families of two Medal of Honor recipients will meet downtown. Nadine Lokey and several Audie Murphy Day committee members will be in attendance.
	Photos submitted to THC for Main Street website.
	Ad updated and submitted to TXDOT Calendar of Events for the Fall edition
	Main Street updated their three Geocache sites.
24	First Methodist Church holds a successful <i>Taste of Farmersville</i> Event at the Onion Shed, with 16 local restaurants participating. Monies were raised for local mission projects.
28	2 Main Street volunteers attend workshop on <i>Festival Planning</i> , hosted by Texas Lakes Trail in Grapevine.
30	Farmers & Fleas Market press releases sent out, advertising ordered.

DESIGN:

	Renovations continue on Doug Laube's building (129 McKinney Street)
	The Farmersville Historical Society added a security system at the Bain Honaker House
7	Meeting with Emily Dillard in preparation for downtown planting.
	Renovations on 100 McKinney Street are now completed.
10	Volunteers planted the sidewalk planters-volunteers from FISD athletics, Rotary, and others participated. Flowers were donated by Homegrown Plants.
	Information on historical markers sent to Lisa Spriggs, who has purchased 210 Rike Street.
	Design concepts for empty lot at 137 S. Main (owned by Mickey Davison) received from Howard Langner

ECONOMIC RESTRUCTURING:

3	Annual Chamber Banquet held in Greenville, excellent attendance
3	Mismatched Matter celebrated one year of operation and joined the Chamber!
15	Chamber "Earlyville" meeting, hosted by Jalapenos Restaurant
15	Downtown Merchants get together, hosted by Mary Berry at Fancy Fibers. Over 15 in attendance.
22	Chamber luncheon attended by manager and several Main Street volunteers, subject: Social Media
28	Meeting with Postmaster Cedric Oliver regarding a Direct Mail workshop for business owners-it will be planned for June 12.
	Red Door Antiques has opened their new location at 100 McKinney Street.
	Almost New is moving from 120 McKinney Street to a much larger location at 106 McKinney Street.

Volunteer hours donated this month: approximately 144



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 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

FARMERSVILLE BUILDING AND PROPERTY STANDARDS COMMISSION
MEETING MINUTES
MAY 8, 2014

The Farmersville Building and Property Standards Commission met in a special called session on May 8, 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 Autumn Barton. Member absent was Leaca Caspari. 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

Vice Chairman Autumn Barton 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.

(Item II – A) MINUTES FROM THE BUILDING AND PROPERTY STANDARDS COMMISSION MEETING OF JULY 11, 2013

Vice Chairman Autumn Barton motioned to approve the minutes as written with Patti Ford seconding the motion. Motion passed unanimously.

(Item II – B) MINUTES FROM THE BUILDING AND PROPERTY STANDARDS MEETING OF MARCH 13, 2014

Vice Chairman Autumn Barton motioned to approve the minutes as written with Patti Ford seconding the motion. Motion passed unanimously.

(Item III – A) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT ON OPTIONS TO RESTORE OR DEMOLISH THE STRUCTURE(S) SITUATED AT 603 MAPLE

Vice Chairman Autumn Barton opened the public hearing at 6:06pm. Code Enforcement Officer Karen Dixon came before the Commission and informed of the multiple efforts to contact the property owner. At the last meeting, Mr. Rivera was asked to begin the process of attaining building permits to rehabilitate the house located at 603 Maple. To date, Ms. Dixon replied she was unaware if Mr. Rivera had begun the permitting process and recommended demolishing the structures on the property.

City Secretary Edie Sims informed Ms. Dixon and the Commission that Mr. Rivera had come to City Hall and did begin the building permit process. Ms. Dixon confirmed the buildings were made secure and boarded up entries as required from the last Building & Property Standard Commission Meeting.

Ms. Dixon confirmed Mr. Rivera, owner of the property, is not in town much and most communication is accomplished by posting notices on his home. Andy Washam stated he has a difficult time proceeding with demolition when Mr. Rivera has indicated and shown his intentions of rehabilitating the structures. However, Mr. Rivera was not present for the meeting which caused Mr. Washam some concern.

With no further discussion for or against the restoration or demolition of the property, Vice Chairman Autumn Barton closed the public hearing at 6:16pm.

Patti Ford expressed her desire to work with people to not lose their investment. The 30/90 rule was described by City Attorney Alan Lathrom as a possible avenue for the Commission. With a property owner conforming to the requirements and showing the Commission their intentions, the Commission may allow 30 days to pull permits and have completion of the structure in 90 days. The 30 days for permitting is considered

part of the 90 day timeframe. The property owner would be asked to return to the Commission with progress reports to ensure they are complying with the Commission's request.

Patti Ford motioned to approve Mr. Rivera 30 days to pull the permit and have the structure completed within 90 days with Rafiq Huddleston seconding the motion. Motion passed 3 to 1 with Autumn Barton opposing.

(Item III – B) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT ON OPTIONS TO RESTORE OR DEMOLISH THE STRUCTURE(S) SITUATED AT 116 WOODARD

Prior to the public hearing, Code Enforcement Karen Dixon was asked to describe the conditions of the structures located at 116 Woodard. Ms. Dixon showed photographs of deplorable conditions of the property which included no underpinning, failed roof, lack of windows, lack of a floor, no walls, and the junk vehicles that take a large area of the property. There is also hazardous waste which needs to be addressed as well. Ms. Dixon stated she has been in communication with the property owners for quite some time. As time was allowed for permits to be attained, the property continued to sit with no attention to the dangerous conditions. Multiple times the property owner requested extensions to allow time to attain permits but permits were never discussed with personnel at City Hall nor attained.

The junk vehicles can be processed through another ordinance through the City. Autumn Barton was concerned the hazardous waste (oil) and tires could be addressed the same time as the structure.

Vice Chairman Autumn Barton opened the public hearing at 6:41pm where those asked for the restoration or demolition of the structure at 116 Woodard to come forward. With no one coming forward, Ms. Barton asked for those opposing the restoration or demolition of the structure at 116 Woodard come forward. With no one coming forward, the public hearing was closed at 6:42pm.

Due to the hazardous waste on the property and potential other hazardous issues, the Commission expressed concern of the timeline and procedures to have the property demolished. City Attorney Alan Lathrom indicated the process could take 3-4 months or longer depending on bids to have the hazardous waste removed. The house and structures would also need to be inspected for asbestos. Depending on the findings and the removal of the asbestos and hazardous waste will depend on the timeline for the demolition.

Andy Washam motioned to allow a 30 day period to pull permits for restoration or to be condemned and demolished within the 30 day period; the structure is to be boarded and signage placed as best can be done to show this structure is not safe and entry is considered dangerous; the demolition includes all structures on the property and any hazmat conditions. Patti Ford seconded the motion. Motion carried unanimously.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

- The Code Enforcement Officer will be presenting 115 Buckskin to the Commission at the June meeting.
- 307 S Rike Street may also be brought to the Commission.

ADJOURNMENT

The Building and Property Standards Commission adjourned at 6:53pm.

APPROVED

ATTEST

Autumn Barton, Vice Chairman

Rafiq Huddleston, Secretary

DRAFT



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – TIRZ Board Minutes

- There was not a meeting of the TIRZ Board during the month of May 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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – Library/Civic Center Board Minutes

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

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – Farmersville Public Housing Authority Report

- The May Board Agenda is attached for review
- The minutes from the April meeting is attached for review

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. Welcome Guests****D. Approval of Minutes: Approve Meeting Minutes for April 2014 – page 3****E. Executive Director's Report**

- a. Public Safety Program Presentation – CJ Durbin-Higgins
- b. Aging Programs Update – ADRC, CBO – Janet Karam
- c. Foster Grandparent Recognition Event – May 22 – Roughrider game in Frisco; Award Presentation at TCOG following game
- d. Employee Appreciation Luncheon – Friday, May 30th at noon
- e. Outgoing Board Member Recognition

F. Consent

All items on Consent Agenda are considered to be routine by the Council of Governments 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. April 2014 Liabilities (AF): Authorize the Secretary/Treasurer to make payments in the amounts as listed.
Stacey Sloan, Finance Director – page 5

G. Action

- 1. Section 8 Family Self-Sufficiency (FSS) Grant Renewal (CS): Authorize submission of Section 8 FSS Grant renewal and, if awarded, the acceptance of annual funds in the amount of \$64,754.
Rayleen Bingham, Section 8 Housing Program Manager – page 16
- 2. FY2014 Homeland Security Grant Program (PD): Authorize the approval of FY2014 Allocation Range, Risk Methodology, and Homeland Security Projects submitted to the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency (SAA).
CJ Durbin-Higgins, Public Safety Program Manager – page 28
- 3. Criminal Justice Prioritized Projects (PD): Authorize the submission of Criminal Justice Prioritized Projects to the Office of the Governor's (OOG), Criminal Justice Division (CJD) for the following funding categories for Funding Year (FY) 2015: Criminal Justice Program, General Juvenile Justice & Delinquency Prevention Program Solicitation, General Victim Assistance Direct Service Program Solicitation, and Violent Crimes against Women Criminal Justice & Training Projects.
CJ Durbin-Higgins, Public Safety Program Manager – page 34
- 4. Community Services Block Grant (CSBG) Final Budget (CS): Approve the final CSBG budget ending December 31, 2014 and authorize submission to the Texas Department of Housing & Community Affairs (TDHCA).
Brenda Smith, Energy Services Program Manager – page 36

5. Comprehensive Energy Assistance Program (CEAP) Contracts (CS): Ratify Executive Director's execution of a revised contract with the Texas Department of Housing and Community Affairs (TDHCA) for an increase in CEAP funding in the amount of \$151,860, for a contract total of \$762,418; and of a new contract for supplemental CEAP funds in the amount of \$142, 112.
Brenda Smith, Energy Services Program Manager – page 39
6. Amendment to Personnel Policy (AF): Approve the recommended amendment to the TCOG Personnel Policy Manual as follows: Amend Section 7.9.1, Tobacco-Free Workplace and Campus, "to include all forms of electronic cigarettes" as prohibited.
Stacee Sloan, Finance Director – page 62
7. Report of TCOG Investments QE 04/30/2014 (AF): Accept this report of investments for the period of November 1, 2013 through January 31, 2014.
Stacee Sloan, Finance Director – page 64
8. FYE 2014 Budget Status Update (AF): Accept recommendation, if any, regarding TCOG FYE 2014 Budget.
Stacee Sloan, Finance Director – page 65

H. President's Report

I. Adjourn

AS: Aging Services Department
AF: Administration & Finance Department
CS: Client Services Department
PD: Planning & Development Department

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration & Finance at 903-813-3510 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also faxed to the County Clerk offices in Cooke, Fannin and Grayson Counties, Texas on Friday, May 9, 2014.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: INFORMATIONAL ITEM – North Texas Municipal Water District Board Agenda

- The agenda for the May meeting is attached.

Electronic agendas are found at the following link:

https://ntmwd.com/meeting_agendas.html



NORTH TEXAS MUNICIPAL WATER DISTRICT

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

**BOARD OF DIRECTORS
REGULAR MEETING
THURSDAY, MAY 22, 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, May 22, 2014, at 4:00 p.m., at the North Texas Municipal Water District offices, 505 E. Brown Street, Wylie, Texas.

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

AGENDA¹

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

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

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

V. CONSENT AGENDA ITEMS

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

- A. Consider Approval of Board of Directors Meeting Minutes – April 24, 2014
(Please refer to Consent Agenda Item No. 14-05-01)
- B. Consider Authorizing Change Order No. 2 on Project No. 276, Wylie Water Treatment Plant Finished Water Reservoir and Flow Metering Improvements
(Please refer to Consent Agenda Item No. 14-05-02)
- C. Consider Authorizing Engineering Services Fee Adjustment on Project No. 229, Wylie Water Treatment Plant Security Enhancements, Phase 2
(Please refer to Consent Agenda Item No. 14-05-03)
- D. Consider Authorizing Change Order No. 1 on Project No. 322, 121 Regional Disposal Facility Scale House Improvements
(Please refer to Consent Agenda Item No. 14-05-04)
- E. Consider Authorizing Change Order No. 1 and Authorization to Make Final Payment on Project No. ENG 13-3B, 121 Regional Disposal Facility, Sector 4A Liner Material Purchase/Install
(Please refer to Consent Agenda Item No. 14-05-05)
- F. Consider Authorizing Additional Engineering Services on Project No. 201, Electrical Improvements at Raw Water Pump Station No. 2
(Please refer to Consent Agenda Item No. 14-05-06)
- G. Consider Authorizing Change Order No. 2 on Project No. 293, Bonham Water Treatment Plant Sludge Lagoon Improvements
(Please refer to Consent Agenda Item No. 14-05-07)
- H. Consider Authorizing Funding Contribution to Region C Water Planning Group for Public Awareness Effort
(Please refer to Consent Agenda Item No. 14-05-08)

VI. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consider Election of Officers for Board of Directors for 2014-2015
- B. Consider Adoption of Resolution No. 14-7 Authorizing Award of 2014-2015 Treatment Chemical Supply Agreements
(Please refer to Administrative Memorandum No. 4188)
- C. Consider Authorizing Execution of Multijurisdictional Pretreatment Agreement with the City of McLendon-Chisholm
(Please refer to Administrative Memorandum No. 4189)

- D. Consider Adoption of District Policy No. 39, Reporting Requirements
(Please refer to Administrative Memorandum No. 4190)
- E. Consider Authorizing Execution of Engineering Services Agreement on Project No. 352, Water Treatment Plant Water System Operations Center
(Please refer to Administrative Memorandum No. 4191)
- F. Consider Authorizing Change Order No. 1 on Project No. 288, South Mesquite Creek Regional Wastewater Treatment Plant, Solids Building Odor Control Improvements
(Please refer to Administrative Memorandum No. 4192)
- G. Consider Authorizing Additional Engineering Services on Project No. WCF 07-4 (099), Lake Tawakoni Water Treatment Plant
(Please refer to Administrative Memorandum No. 4193)
- H. Consider Authorizing Pre-Selection and Award of Bid for Equipment for Wilson Creek Regional Wastewater Treatment Plant Filter Improvements, Project No. 309
(Please refer to Administrative Memorandum No. 4194)
- I. Consider Authorizing Additional Engineering Services on Project No. 302, Water Treatment Plant II Filter Underdrain Improvements and Conversion to Biologically Active Filters
(Please refer to Administrative Memorandum No. 4195)
- J. Consider Authorizing Execution of Engineering Services Agreement on Project No. 321, Expansion of Raw Water Pump Station No. 3 to 620 MGD
(Please refer to Administrative Memorandum No. 4196)
- K. Consider Authorizing Execution of Engineering Services Agreement on Project No. 360, Raw Water Pump Station No. 2 Mechanical Improvements
(Please refer to Administrative Memorandum No. 4197)
- L. Consider Authorizing Change Order No. 3 and Authorization to Make Final Payment on Project No. 284, Water Treatment Plants I and II Sludge Line Improvements
(Please refer to Administrative Memorandum No. 4198)
- M. Consider Authorizing Change Order No. 7 on Project No. 259, Water Treatment Plant I Conversion to Biologically Active Filtration and Improvement of Existing Underdrains
(Please refer to Administrative Memorandum No. 4199)
- N. Consider Authorizing Execution of Engineering Services Agreement for Muddy Creek Wastewater Treatment Plant Evaluation
(Please refer to Administrative Memorandum No. 4200)

- O. Consider Authorizing Construction Services Agreement Extension to Construction Manager at Risk for Project No. 268, Lake Texoma Outfall to Wylie Water Treatment Plant Raw Water Pipeline
(Please refer to Administrative Memorandum No. 4201)
- P. 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 Administrative Memorandum No. 4202)
- Q. Consider Adoption of Resolution No. 14-8 Authorizing Partial Settlement of Lawsuit: North Texas Municipal Water District vs. Jennings Hackler Partners, Inc., Turkworks Engineering, Ltd., et al, Granting the Executive Director Authority to Enter Into Partial Settlement of Lawsuit Settling All Claims Against Construction Defendants Including the Authority to Execute Any Necessary Settlement Documents
(Please refer to Administrative Memorandum No. 4203)

VII. DISCUSSION

- A. Water Supply Update

VIII. ADJOURNMENT

NEXT REGULAR MEETING OF BOARD, THURSDAY, JUNE 26, 2014, AT 4:00 P.M. IN THE ADMINISTRATIVE OFFICES, WYLIE, TEXAS



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: Second Reading – Consider, discuss and act upon an ordinance amending the residency requirements for the Parks and Recreation Board and the Senior Citizens Advisory Committee

- An Ordinance is attached for review

ACTION: Accept or deny the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-0610-001**

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 2, "ADMINISTRATION," THROUGH THE AMENDMENT OF ARTICLE III, "BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES," BY AMENDING DIVISION 4, "SENIOR CITIZEN ADVISORY COMMITTEE," BY DELETING SECTION 2-136, "COMPOSITION," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 2-136, ALSO ENTITLED "COMPOSITION," AND BY AMENDING DIVISION 7, "PARKS AND RECREATION BOARD," BY DELETING SECTION 2-214, "CREATION; COMPOSITION; APPOINTMENT; COMPENSATION," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 2-214, ALSO ENTITLED "CREATION; COMPOSITION; APPOINTMENT; COMPENSATION"; 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 to allow persons who live within the geographic boundaries of the Farmersville Independent School District to serve in limited numbers on the Senior Citizen Advisory Committee and the Parks and Recreation Board; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of the residents of the City that the residency requirements for the Senior Citizens Advisory Committee and the Parks and Recreation Board should be expanded to allow persons who live within the geographic boundaries of the Farmersville Independent School District to serve on such Board and Committee as provided herein-below.

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 2, "ADMINISTRATION," THROUGH THE AMENDMENT OF ARTICLE III, "BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES," BY AMENDING DIVISION 4, "SENIOR CITIZEN ADVISORY COMMITTEE," BY DELETING SECTION 2-136, "COMPOSITION," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 2-136 ALSO ENTITLED "COMPOSITION"

From and after the effective date of this Ordinance, Section 2-136, entitled "Composition," is hereby deleted in its entirety and replaced with a new Section 2-136 that is also entitled "Composition," to read as follows:

"Section 2-136 COMPOSITION.

The voting membership of the Senior Citizen Advisory Committee shall be composed of seven voting members. The City Council shall appoint the members of this Committee. Each member of the Senior Citizen Advisory Committee shall reside in the City and/or reside within the Farmersville Independent School District for at least one year immediately preceding the date of appointment. The members of this Committee shall serve without compensation. No more than two voting members shall reside outside of the City's corporate limits. In addition, two nonvoting ex officio members shall be appointed; one shall be appointed by the City Council from the elected city officers, and one shall be appointed by the City Manager from the city staff."

SECTION 3: AMENDMENT OF CHAPTER 2, "ADMINISTRATION," THROUGH THE AMENDMENT OF ARTICLE III, "BOARDS, AUTHORITIES, COMMISSIONS AND COMMITTEES," BY AMENDING DIVISION 7, "PARKS AND RECREATION BOARD," BY DELETING SECTION 2-214 "CREATION; COMPOSITION; APPOINTMENT; COMPENSATION" IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 2-214 ALSO ENTITLED "CREATION; COMPOSITION; APPOINTMENT; COMPENSATION"

From and after the effective date of this Ordinance, Section 2-214, entitled "Creation; Composition; Appointment; Compensation" is hereby deleted in its entirety and replaced with a new Section 2-214 that is also entitled "Creation; Composition; Appointment; Compensation" to read as follows:

"Section 2-214 CREATION; COMPOSITION; APPOINTMENT; COMPENSATION.

There is created a Parks and Recreation Board. The members of the Parks and Recreation Board shall be appointed by the City Council. All members of the parks and recreation board shall be reside in the City and/or within the Farmersville Independent School District for at least one year immediately preceding the date of appointment. The Parks and Recreation Board shall consist of six members who shall serve without compensation. No more than two of said members shall reside outside of the City's corporate limits. The chairman shall vote only when necessary to break a tie vote."

SECTION 4: 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 5: 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 6: 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 7: 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 8: 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 9: 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 10: 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 11: EFFECTIVE DATE

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

PASSED on first reading on the 27th day of May, 2014, and second reading on the 10th day of June, 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 10th DAY OF JUNE, 2014.

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

ATTEST:

BY: _____
Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: Consider, discuss and act upon a market adjustment for Progressive Waste Solutions

- A letter from Progressive requesting the rate increase is attached
- The Bureau of Labor Statistics Consumer Price Index is attached
- If the rate increase is accepted, an ordinance will be presented at the next meeting to amend the Master Fee Schedule

ACTION: Accept or deny the rate increase as presented.

(V – A)



June 4, 2014

Edie Sims
City Secretary
City of Farmersville
205 S. Main
Farmersville, Texas 75442

RE: Solid Waste Collection, Hauling, and Disposal Contract

Dear Edie,

The agreement between the City of Farmersville and IESI TX Corp. provides consideration for annual adjustments to the rates for services to reflect the change in the Consumer Price Index (CPI-U) for the DFW area. The most recent data available from the Bureau of Labor and Statistics reflects an annual increase in the CPI-U for the DFW area of 1.04%. I am attaching a copy of this data for your review.

Please accept this letter as a formal request to adjust the rates for services outlined in the agreement between IESI TX Corp. and the City of Farmersville by 1.04% to be effective June 1, 2014.

Please feel free to call me at 214-215-0518 with any questions or concerns about this proposed rate increase. Thank you for your consideration of this matter.

Sincerely,

Dick Demien
Municipal Marketing Manager
IESI North / East Texas

Consumer Price Index - All Urban Consumers

Original Data Value

Series Id: CUURA316SA0, CUUSA316SA0
 Not Seasonally Adjusted
 Area: Dallas-Fort Worth, TX
 Item: All items
 Base Period: 1982-84=100
 Years: 2004 to 2014

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2004	175.7		177.7		179.1		179.1		179.7		179.9		178.7	177.8	179.6
2005	180.0		181.3		183.5		184.3		188.9		187.8		184.7	182.0	187.4
2006	188.6		188.4		191.2		191.7		192.0		188.4		190.1	189.7	190.5
2007	188.890		190.156		192.779		194.286		194.847		196.465		193.245	191.057	195.433
2008	197.079		198.596		202.357		206.413		205.883		200.051		201.791	200.118	203.463
2009	198.623		200.039		199.311		200.663		201.802		201.958		200.544	199.494	201.595
2010	202.106		201.982		202.108		200.227		201.882		201.168		201.624	201.908	201.339
2011	203.199		206.967		208.794		208.602		209.255		209.283		207.933	206.768	209.097
2012	209.203		212.618		212.226		211.267		214.033		212.901		212.227	211.520	212.935
2013	213.696		216.465		215.670		216.979		217.068		215.450		215.995	215.550	216.441
2014	216.291		218.715												

$$\begin{array}{r}
 218.715 \\
 - 216.465 \\
 \hline
 2.25 \\
 / 216.465 \\
 \hline
 = 0.01039 \quad \text{or} \quad 1.04\%
 \end{array}$$



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: Consider, discuss and act upon an ordinance regarding special events where alcohol may be served

- An ordinance regarding Special Events is attached
- An ordinance regarding alcoholic beverages – defenses and sidewalk permits is attached
- A sidewalk license agreement for Type A permits is attached
- A sidewalk license agreement for Type B permits is attached

ACTION: Accept or deny the ordinance as presented.

(V – B)

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-____-____**

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 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY DELETING ARTICLE IV, "STREET USE," IN ITS ENTIRETY, AND BY ADOPTING A NEW CHAPTER 60 ENTITLED "SPECIAL EVENTS"; 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") recognizes that hosting special events within the City may provide a boost to the City's economy and promote further tourism after people have visited the City; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of the residents of the City that special events should be regulated so as to give preference to established special events, avoid conflicting special events, and establish guidelines for special events to minimize negative impacts to the City's residents.

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 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY DELETING ARTICLE IV, "STREET USE," IN ITS ENTIRETY

From and after the effective date of this Ordinance, Article IV, entitled "Street Use," of Chapter 62, "Streets, Sidewalks and Other Public Places," specifically including Divisions 1 and 2 thereof together with Sections 62-91 through 62-115 contained therein is hereby deleted in its entirety.

SECTION 3: ADOPTION OF A NEW CHAPTER 60 ENTITLED "SPECIAL EVENTS"

From and after the effective date of this Ordinance, a new Chapter 60 entitled "Special Events" is hereby adopted to read as follows:

“ARTICLE I – GENERAL PROVISIONS

Sec. 60-1. Purpose.

The purpose of this chapter is to enhance the positive image of the city, to stimulate significant economic growth and promote tourism. To this end, it is the city's intent to encourage and give high priority to established special events that have a record of significantly benefiting the city and to special events that promote commercial film development in the city.

Sec. 60-2. Definitions.

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

Applicant means a person, as defined herein.

City means the City of Farmersville, Texas.

City council means the city council of the City of Farmersville.

City Manager means the city manager of the City of Farmersville.

City-sponsored special event means a special event that the city council has:

- (1) Determined to be directly related to a recognized function of city government; and
- (2) Committed the city to significantly sharing in initiating, financing, supporting, and conducting the event.

Code means the Code of Ordinances, City of Farmersville, Texas.

Committee means a body comprised of representatives from various city departments.

Demonstration means a public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

Department means the City of Farmersville Police Department.

Established special event means a special event that:

- (1) Occurs at least once a year;
- (2) Has an average attendance exceeding _____ participants and spectators for each day of the event or activity; and
- (3) Is open to the general public, with or without an entry fee.

Expressive activity means conduct, the sole or principal purpose of which is the expression, dissemination or communication by verbal, visual, literary or auditory means of opinions, views or ideas.

Facilities means, without limitation, all equipment, materials and apparatus associated with the conduct of the special event, including, without limitation: barriers, cables (electrical or otherwise), safety equipment and devices, water, sound system and related equipment, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the event. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.

Force majeure means and includes fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, or local, national or international emergencies, or other reason of like nature.

Person means an individual, firm, partnership, corporation, association, organization, or other legal entity.

Special event means a temporary event or gathering of _____ or more persons for a common purpose under the direction or control of a person or entity, including a special event parade, using either private or public property, and that involves one or more of the following activities except when the activity is for construction or house-moving purposes only:

- (1) Closing of a public street;
- (2) Blocking or restriction of public property, including public rights-of-way;
- (3) Sale of merchandise, food, or beverages on public property;
- (4) Sale of alcoholic beverages on public or private property where otherwise prohibited;
- (5) Erection of a tent or canopy on public property;
- (6) Installation of a stage, band shell, trailer, van, portable building, grandstand, or bleachers on public property, or on private property where otherwise prohibited by ordinance; and/or
- (7) Placement of temporary informational signs including, but not limited to: no-parking, directional, or identification, special event signs or banners in or over a public right-of-way, or on private property where otherwise prohibited by ordinance.

Special event parade means the assembly of _____ or more persons whose gathering is for the common design of traveling or marching in procession from one location to any other location for the purpose of advertising, promoting, celebrating, or commemorating a thing, person, date, or event.

Special event permit or *permit* means the city's written authorization to hold a special event. The permit may impose

terms and conditions, and is subject to the guidelines of the permit.

Special event permit (SEP) manager means the city official, or his/her designee, designated by the city manager as primarily responsible for managing special events.

Sec. 60-3. General authority and duty of SEP Manager.

- (a) The SEP manager shall implement, administer, and enforce the provisions of this chapter.
- (b) The SEP manager has authority to issue a special event permit that authorizes one or more of the activities described in this chapter when the requirements of this chapter have been met.
- (c) In addition to other duties designated by this chapter, the city manager or the city council, the SEP manager shall provide for the enhancement of commercial film development in the city by assisting the film industry in coordinating traffic and security needs.

Sec. 60-4. Chapter cumulative.

- (a) The provisions of this chapter are cumulative of all city ordinances. Except as otherwise provided in building permits, electrical permits, food establishment permits, alcoholic beverage licenses, tent permits and all other permits and licenses required by ordinance or other law for specific activities to be conducted in conjunction with or as part of the special event, permits must be applied for separately, in accordance with the applicable ordinance or law. The SEP manager must receive any necessary permit or license in addition to the special event application in order for an applicant to obtain a special event permit.
- (b) Application for a special event permit authorizes the SEP manager to issue permits for the activities described in this chapter in locations where the activity would otherwise be prohibited by ordinance.

Sec. 60-5. Exemptions.

The following are exempt from the operation, rules, and regulations of this chapter:

- (1) A private party held on private property and to which the public is not invited, provided such party does not impact public rights-of-way or involve activities or facilities not permitted by applicable zoning regulations;
- (2) An event wholly contained on property specifically designed or suited for the event and that holds a certificate of occupancy for such use including adequate parking (e.g., a hotel ballroom);
- (3) Funeral processions;
- (4) Activities under the control of the city that are conducted on city property and which do not affect public rights-of-way;
- (5) Unorganized gatherings; and/or
- (6) A demonstration, parade or assembly related to the expression of feelings and beliefs on current political, religious, or social issues at a fixed location other than a public right-of-way (sidewalk or street).

ARTICLE II – SPECIAL EVENT PERMITS

Sec. 60-10. Permit required.

- (a) No special event may be held within the city without first obtaining a special event permit. Special event permits are issued by the Department. A special event application form may be obtained from the office of the SEP manager or as otherwise provided by the department. All applications shall be reviewed on a case-by-case basis.
- (b) Except as otherwise provided in this chapter, a special event application form must be completed and submitted to the SEP manager no fewer than:

- (1) 45 days prior to a proposed special event, excluding special events for an expressive activity; or
- (2) Ten days prior to a proposed special event involving expressive activity.

The SEP manager may waive the above requirements if the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the special event permit.

- (c) The issuance of a special event permit grants permission to use public property proposed to be used in connection with the special event and/or authorizes the use of private property in a manner not otherwise permitted by the code in connection with the special event (the "licensed premises"). The use of such licensed premises shall be solely for the purpose of constructing, installing, operating and maintaining the special event; and for such other purposes consistent with promoting and conducting the special event as the SEP manager authorizes in writing.
- (d) The issuance of a special event permit authorizes appropriate city departments to issue permits for activities in connection with the authorized event in locations where such activities would otherwise be prohibited by ordinance.
- (e) Setup is allowed no earlier than the day immediately preceding the day of the event and must be completely removed before noon on the next succeeding business day after the event, unless otherwise determined. The placement of signs for a special event shall be in compliance with chapter 56, sign code, of the Farmersville Code.
- (f) The city and its officials, officers, employees and agents shall not be liable for any damage to or loss of any property or facilities used or planned to be used in conjunction with a special event that are suffered or sustained during set-up, removal or storage of such property, equipment, tents or other facilities and the

permittee shall indemnify the city, its officials, officers, employees and agents from and against any and all claims for any such damage or loss.

- (g) Issuance of a special event permit does not authorize removal or alteration of public property and any such removal or alteration is strictly prohibited except as expressly allowed in writing by the SEP manager, or other authorizing official.
- (h) In addition to complying with all conditions of the permit and all applicable city ordinances, regulations, rules, policies and guidelines, the permittee must comply with all applicable federal, state and county laws, rules and regulations.
- (i) A permittee may not and shall have no authority to assign, sell, transfer, pledge, encumber or otherwise convey a permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the city, result in the immediate revocation of the permit.
- (j) No rights granted by a permit shall create rights in anyone other than the permittee.

Sec. 60-11. Application process.

- (a) The applicant shall contact the SEP manager to discuss desired or available dates for the event. An event returning to the city for a successive year (a "returning event") may be given priority consideration for the same time period in which it was held in the previous year(s).
- (b) At minimum, and in addition to the information required in this article II, the application must contain the following information, all of which is public information subject to the Texas Public Information Act and other applicable law:
 - (1) Applicant information. Applicant's name, organization name, type of organization; a representation that the applicant and organization are in good standing under the laws of the state and the United States; address, including city, state, zip code, e-mail address and web site

address; mobile telephone number; telephone number; facsimile number; driver's license number; date of birth; and on-site contact name and mobile telephone number. If the applicant is a corporation, copies of a current certificate of account status issued by the state comptroller's office and a current certificate of existence issued by the state secretary of state's office, or, if the corporation is not incorporated in or holding a certificate of authorization in the state, copies of similar current certificates from the state in which the corporation is incorporated;

- (2) Event information. Event name; dates and times requested; type of event; any previous dates such event has been held; previous attendance; expected attendance; whether the event will be open to the public; admission fee; estimated budget; proposed event area; setup dates; teardown dates; event sponsors; and event beneficiaries;
- (3) Event special features. Plans for sound amplification; stage; dance floor; food and beverage service, including participating concessionaires and caterers; sale or distribution of alcohol; open flames; cooking; road closures; tents or canopies; temporary fencing; restrooms; sinks; dumpsters; trash containers; trash collection; electrical service; rentals; professional parking/valet; carnival or amusement rides or attractions; climate control; pyrotechnics; seating; animals; barricades; bicycles; decorations; golf carts; inflatables; security; transportation; signage; ticket sales; and any other special features planned for or in conjunction with the event;
- (4) Insurance. The permittee shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state and acceptable to the city. The permittee shall furnish to the city certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable

required provisions. Certificates shall reference the special event and be addressed as follows:

City of Farmersville
Attn: City Manager
205 S. Main Street
Farmersville, Texas 75442

- a. Commercial general liability insurance, including, but not limited to premises/operations, personal and 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. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- b. Liquor liability insurance, either endorsed onto the above policy or written on a "stand alone" basis, if any of the following applies:
 - 1. The applicant is in the business of manufacturing, selling, or distributing alcoholic beverages;
 - 2. The applicant serves or furnishes alcoholic beverages for a charge, whether or not such activity requires a license or is for the purpose of financial gain or livelihood; or
 - 3. The applicant serves or furnishes alcoholic beverages without a charge, if a license is required for such activity.
- c. Business automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

The applicable insurance policies shall also be endorsed as follows:

- a. The city, its officials, employees and officers shall be named as additional insureds on the commercial general liability policy, by using endorsement CG2026 or broader.
- b. The city, its officials, employees and officers shall be named as additional insureds on any required liquor liability policy.
- c. All insurance policies shall be endorsed to the effect that the city will receive at least 30 days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

An applicant may request an exception from this insurance requirement, if the applicant:

- a. Executes a written agreement to indemnify the city and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the special event; or
- b. Agrees to redesign or reschedule the proposed event to respond to specific risks, hazards and dangers to the public health and safety identified by the committee as being reasonably foreseeable consequences of the proposed event.

The insurance requirements for special events involving expressive activity which enjoy protection under the United States or Texas constitutions may be waived by the committee if the special event involving expressive activity poses no substantial risk of public liability or property damage.

- (5) References. List of four organizations an applicant has done business with in connection with the proposed event;
 - (6) Advertising and promotion. Listing of types of advertising and promotion, including radio, television, print ads, press releases, fliers, posters, direct mail, etc.; and
 - (7) Application fee. A non-refundable application fee of \$25.00 plus any costs incurred by the city must be submitted with the application and is required for each permit or renewal of a permit, which permit or renewal thereof shall extend only to the date(s) requested in the application and which are approved by the committee.
- (c) Fees must be in the form of a check, money order or credit card (as directed by the SEP manager) in the name of the organization stated on the application and shall be made payable to the city. Any amounts invoiced by the city must be paid within 30 days from the date of the invoice. Amounts not paid within 30 days shall incur a late fee of one (1) percent of the outstanding balance for each month payment is not received.
- (d) The committee shall review the application and make its determination within:
- (1) 14 days after a complete application for a special event, including all required fees and licenses and/or permits, has been submitted to the SEP manager, unless the application is for a special event involving expressive activity; or
 - (2) Five days after a complete application for a special event involving expressive activity, including all required fees and licenses and/or permits, has been submitted to the SEP manager;

If the SEP manager determines that clarification or additional information is necessary for proper consideration of an application, the SEP manager shall inform the applicant of such need within the foregoing applicable time period, and such time period shall

automatically be extended an additional ten days from the date clarification or additional information is provided. The committee may approve, approve with conditions, or deny an application. The SEP manager, or his designee, may also revoke a permit if he/she determines at any time after approval that the event is not in compliance with the permit or with this chapter.

In making a final determination to approve an application, each of the following factors shall be considered:

- (1) Whether the application establishes that there will be ample opportunity to properly plan and prepare for the event;
- (2) Whether the proposed dates or location conflict with another event or activity;
- (3) Whether the applicant has previous professional experience with hosting an event of the nature or scope proposed;
- (4) Whether the proposed event has been held within the city on a previous occasion;
- (5) Whether police, fire, or other city services will be unduly burdened or adversely affected by the event;
- (6) Whether the event is reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance; and
- (7) Such other factors as the committee may deem necessary or important in evaluating an application.
- (8) The following additional factors may also be considered:
 - a. Whether the event is likely to promote tourism by attracting tourists; and/or
 - b. Whether the event is likely to have a positive economic impact by generating revenue for

Farmersville restaurants and other merchants of the city.

- (e) The SEP manager shall notify an applicant in writing of the committee's decision to deny or approve an event. If an application is approved, the notification must advise the applicant of the minimum staffing levels for the event, any specific requirements imposed pursuant to article III of this chapter, and the time frame for completing such requirements.
- (f) A special event cancelled or postponed by the city on public property due to a force majeure may be rescheduled within 90 days following its original date subject to availability of the scheduled location. There shall be no charge for such rescheduling, and City shall have no liability to applicant or any other persons or parties for such cancellation or postponement.

Sec. 60-12. Directives of SEP manager or other authorizing official.

The permittee shall comply with any and all guidelines and other reasonable rules, regulations and directives of the SEP manager or his/her designee as may be issued from time to time.

Sec. 60-13. Force majeure.

- (a) The city may, in its sole discretion, postpone, cancel, suspend or close any special event or revoke a permit for any force majeure event.
- (b) The city shall have no liability for such postponement, cancellation, suspension or closing. Further, the city shall have no liability for failure to postpone, cancel, suspend, or close a special event for a force majeure event or any other reason.

Sec. 60-14. Cancellation and revocation.

- (a) The SEP manager may deny a special event permit if:
 - (1) A special event permit has been granted for another special event at the same place and time;

- (2) An established special event is customarily held at the same place and time as the proposed special event;
- (3) The proposed special event will occupy any part of a freeway, expressway, or toll road;
- (4) The proposed special event will unreasonably disrupt the orderly flow of traffic, and no reasonable means of rerouting traffic or otherwise meeting traffic needs is available;
- (5) The applicant fails to adequately plan for:
 - a. The protection of special event participants and spectators;
 - b. Maintenance of public order in and around the special event location;
 - c. Crowd security, taking into consideration the size of the event;
 - d. Emergency vehicle access; or
 - e. Portable restroom facilities for the special event as required by the special event committee.
- (6) The applicant fails to comply with, or the proposed special event will violate, a city ordinance or other applicable law, unless the prohibited conduct or activity would be allowed under this chapter;
- (7) The applicant makes a false statement of material fact on an application for a special event permit or fails to properly complete an application for a special event permit;
- (8) The applicant fails to provide proof that the applicant possesses or is able to obtain a license or permit required by another city ordinance or other applicable law for the conduct of all activities included as part of the special event;

- (9) The applicant has had a special event permit revoked within the preceding 14 months;
- (10) The applicant has committed, within the preceding 14 months, two or more violations of a provision of a special event permit or this chapter;
- (11) The applicant fails to pay any outstanding fees assessed under this chapter for the proposed special event or for a past special event;
- (12) The applicant has conducted or sponsored one or more special event(s) within the city on at least 60 days of the same calendar year during which the proposed special event is to be held, except that this 60-day limitation does not apply to a special event that involves a commercial movie production;
- (13) The chief of the police department, the chief of the fire department, or the SEP manager determines that the special event would pose a serious threat to the public health, safety, or welfare;
- (14) The applicant or any other person responsible for the conduct or sponsorship of the special event is overdue in payment to the city of taxes, fees, fines, or penalties assessed against or imposed upon the applicant or other person;
- (15) The applicant has a history of conducting or sponsoring special events in a disorderly, unsafe, unsanitary, or fiscally irresponsible manner regardless of whether such event(s) was/were held in the City or elsewhere;
- (16) An event has been previously scheduled for the same time on property described in this chapter that is adjacent to the location of the proposed special event; or
- (17) The applicant, if it is a corporation, fails to provide copies of a current certificate of account status and current certificate of existence as required by section 60-11(b)(1).

(b) The SEP manager shall revoke a special event permit if:

- (1) the permittee fails to comply with, or the special event is in violation of, any provision of the special event permit, a city ordinance, or any other applicable law;
- (2) The permittee made a false statement of material fact on an application for a special event permit or failed to properly complete an application for a special event permit;
- (3) The chief of the police department, the chief of the fire department, or the SEP manager determines that the special event poses a serious threat to the public health, safety, or welfare;
- (4) The permittee failed to pay any outstanding fees assessed under this chapter for the proposed special event or for a past special event;
- (5) The permittee or any other person responsible for the conduct of the special event is overdue in payment to the city of taxes, fees, fines, or penalties assessed against or imposed upon the permittee or such other person;
- (6) The permittee, if it is a corporation, failed to provide copies of a current certificate of account status and current certificate of existence as required by section 60-11(b)(1); or
- (7) The permittee is found guilty or pleads guilty or no contest to a citation alleging a violation of this chapter.

Sec. 60-15. Appeal from denial or revocation of a special event permit.

If the SEP manager denies the issuance of a permit or revokes a permit, the SEP manager shall issue written notice of the denial or revocation and of the right to an appeal. The applicant or permittee may appeal the decision of the SEP manager to the city manager within five days after the date of the denial or revocation. If such appeal is not made within

this five-day period, the decision of the SEP manager and/or committee shall be final. The appeal shall be decided by the city manager within ten days after the date of a timely filed appeal. An appeal of the denial or revocation shall not stay the determination and action of the SEP manager.

Sec. 60-16. Appeal of permit conditions.

A permittee who disagrees with the requirements imposed by the committee on a permit issued under this chapter may appeal to the chief of police setting forth the specific condition contested and the basis for the appeal within five days of the date of permit approval. The chief of police shall issue his/her decision within ten days and the decision of the chief of police shall be final.

Sec. 60-17. Right of entry.

The city through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all permitted premises for the purpose of inspecting the permitted premises, for observing the performance of obligations under this chapter, and for the doing of any act or thing which the city may be obligated to or have the right to do under the permit, this chapter, or other applicable city, county, state or federal ordinances, rules, regulations, or statutes.

Sec. 60-18. Site plan.

- (a) A conceptual site plan of the premises to be used for the event must be submitted at the time of the filing of an application for a permit.
- (b) A final site plan, which must be approved by the SEP manager or other reviewing official, must be submitted a minimum of ten days prior to the event.
- (c) The final site plan must be detailed and drawn to scale. It must show the location of all facilities. It must show the location and orientation of loudspeakers, locations for electricity and water, and all other relevant elements.
- (d) Once the final site plan is approved, it cannot be altered without the prior written consent of the city; however,

minor non-substantial on-site adjustments to the conceptual or final site plan may be made in consultation with the SEP manager.

- (e) A walk-through with the SEP manager, or his designee, to verify that the actual setup of the event site meets with the approved final site plan shall be conducted prior to the event opening.

ARTICLE III – SPECIAL PROVISIONS AND REQUIREMENTS

Sec. 60-25. City services.

To best serve the safety and welfare of the public, the following services shall be provided by the city at the sole cost and expense of the applicant when required (as determined by the special event committee) in conjunction with a special event.

- (1) Police protection, security and crowd control.
- (2) Fire protection, emergency medical services, and emergency management services.
- (3) Park maintenance.
- (4) Public works: street closures and water services.
- (5) Traffic and parking control.
- (6) Development services: building inspections, environmental health compliance, code, et al.

Sec. 60-26. Street closure plan.

Certain streets within the city may be temporarily closed to limit or exclude vehicular or pedestrian traffic prior to, during or after a special event. An applicant requesting street closure(s) for a special event shall submit for approval a traffic control plan approved by the committee showing the layout of all barricades and signs at the time of application. The committee shall consider such request in evaluating the application and may recommend additional or fewer street closures. Some street closures may require consent of businesses and property owners in the adjacent area.

Should street closures be approved, the city street department shall supervise the placement of all barricades and signs placed on public streets or on any public rights-of-way.

Sec. 60-27. Outdoor activities.

- (a) Any outside area to be occupied by persons attending the event must be completely enclosed by a temporary (during the term of the event only) interlocking fence if alcohol is served or allowed to be consumed in such area. If required fencing crosses a fire lane, a 20-foot wide emergency gate must be utilized and kept closed. The gate must be kept closed, but unlocked, at all times to accommodate public safety vehicles and provide an emergency exit. The fencing set-up must ensure that customers are not forced to re-enter an adjacent structure, if any, in order to vacate the licensed premises in case of an emergency.
- (b) All outdoor activities and entertainment must be confined to the area within the licensed premises (and if fencing is required by paragraph (a) of this section, then such activities and entertainment must be confined to the area within the fencing).
- (c) All fire lanes throughout the property on which the event takes place must be kept completely unobstructed by vehicular traffic.
- (d) Any portion of the licensed premises where alcohol is served, if less than the entire licensed premises is utilized for alcohol service, must be covered by a roof.

Sec. 60-28. Parking.

- (a) If parking needs for the event are expected to exceed the area(s) owned by or assigned to the host establishment(s), appropriate parking arrangements must be made with affected properties or establishments.
- (b) Any required handicapped parking space affected by the outdoor fencing for the event must be temporarily replaced using a space(s) outside the fenced area that is as close as practicable to the entrance to the

establishment or event. Such temporary space must meet all requirements for handicapped spaces including the required "clear zone" on the driver's side of the vehicle and appropriate signage.

Sec. 60-29. Alcoholic beverages.

- (a) Sales or service of alcoholic beverages must be in compliance with chapter 5, as amended, of this Code.
- (b) Access points into the licensed premises must be constantly manned to prevent patrons from entering or exiting with alcoholic beverages.
- (c) A copy of the permit to use public property must be provided to the Texas Alcoholic Beverage Commission ("TABC") or its successor agency.
- (d) Any required permit or letter of approval from the TABC and the city must be posted on the premises where the event takes place.
- (e) An alcoholic beverages permit must be applied for with the city secretary 45 days in advance of any special event where alcohol will be sold or served, in accordance with the requirements of chapter 5 of this code.
- (f) A copy of a current permit from TABC authorizing the permittee to sell, dispense or otherwise serve alcohol at the location must be submitted at least 12 days prior to the event.

Sec. 60-30. Electrical work.

Any electrical work performed in connection with the event must be performed by a licensed electrician registered to perform work within the city.

Sec. 60-31. Tents and canopies.

A flame-spread certificate must be obtained from the tent or canopy supplier for each tent and/or canopy used at the event. Such certificate(s) must be readily accessible for inspection by city fire department personnel.

Sec. 60-32. Outdoor food handling and food service area.

- (a) A ten-foot separation must be provided between the grill or other cooking device and any structure or any materials that may burn.
- (b) Food handling must be in accordance with federal, state, county and city guidelines.
- (c) At least one chemical fire extinguisher rated at 2A-10BC or larger must be provided in the cooking area and in each tent in accordance with the requirements of the city fire code. In addition, if charcoal or wood is used for cooking, an approved water fire extinguisher of at least two and one-half gallons must be provided.

Sec. 60-33. Concessions.

- (a) Concessionaires and caterers must be approved by the city. Where otherwise required by law, concessionaires and caterers must obtain a health permit from the city a minimum of 72 hours prior to the event and pay any required fees for temporary food service licenses.
- (b) A certified bartender shall be used for the service of alcohol when required by the SEP manager or another authorizing official, or when otherwise required by law.
- (c) The permittee shall ensure that participants, spectators, and patrons do not carry alcoholic beverages into or out of the licensed premises.

Sec. 60-34. Noise.

No loud, excessive or unusual noise is allowed between the hours of 11:00 p.m. and 7:00 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the department concerning noise may result in the immediate revocation of the special event permit. Outdoor music must be provided at a volume level that is not distracting to drivers on adjacent or nearby streets and that is not disturbing to residents or adjacent businesses.

Sec. 60-35. Signs.

- (a) All signs used in connection with a special event shall be professionally executed and must comply with all applicable ordinances, rules, and regulations of the city, and be approved in writing by the SEP manager.
- (b) Written permission from the city must be obtained prior to placing signs on public property. The design and content of signs placed on public property must be approved by the city. Signs placed on public property must be designed and constructed such that they do not leave adhesive residue on property when removed. Inflated signs that are anchored to the ground, a building, or other structure are prohibited.
- (c) Permanent, existing signs on public property may not be removed or covered.
- (d) The city public works department shall supervise the placement of all directional or promotional signs placed on public streets. The rental cost of directional signs is the responsibility of the applicant and payment is required in advance of the event.

ARTICLE IV – PARADES

Sec. 60-50. Standards for issuance.

The SEP manager shall issue a permit under article II of this chapter for a special event parade when, from a consideration of the application and from such other information as may otherwise be obtained, the special event committee finds that:

- (1) The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route or substantially interrupt the safe and orderly movement of other pedestrians on the sidewalk;
- (2) The conduct of the parade will not require the diversion of so great a number of police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city;

- (3) The conduct of such parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto;
- (4) The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas;
- (5) The conduct of such parade will not interfere with the movement of firefighting equipment en route to a fire;
- (6) The conduct of the parade is not reasonably likely to cause injury to persons or property, or create a disturbance; and
- (7) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.

Sec. 60-51. Alternate permit.

The chief of police, in denying an application for a parade permit, shall be empowered to authorize the conduct of the parade on a date, at a time or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within seven days after notice of the action of the chief of police, file a written notice of acceptance with the chief of police. An alternate parade permit shall conform to the requirements of and shall have the effect of a parade permit under this article.

Sec. 60-52. Conduct of participants during parade.

- (a) Parade participants shall not throw any articles, such as candy, toys, beads, etc., to spectators during the conduct of the parade.
- (b) Parade participants shall not engage in any conduct that may endanger other participants or spectators.

- (c) Parade participants will register with the parade chairman, who will present a list of participants and related information to the chief of police.

Sec. 60-53. Public conduct during parade.

- (a) No person shall unreasonably hamper, obstruct, impede or interfere with any parade or parade assembly or with any person, vehicle or animal participating or used in a parade.
- (b) No driver of a vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade, unless as directed by uniformed law enforcement personnel.
- (c) The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along any street or highway or part thereof constituting a part of the route of a parade. The chief of police shall post signs to such effect and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

ARTICLE V – ENFORCEMENT

Sec. 60-60. Offenses.

- (a) A person commits an offense if the person commences or conducts a special event:
 - (1) Without a special event permit; or
 - (2) In violation of any provision of a special event permit, this chapter, or any other city ordinance or applicable law, rule, standard, or regulation.
- (b) A culpable mental state is not required for the commission of an offense under this section.

Sec. 60-61. Penalty.

- (a) A person who violates a provision of this chapter or a requirement of a special event permit is guilty of a

separate offense for each day or part of a day during which the violation is committed or continues.

- (b) Each offense is punishable by a fine not to exceed:
- (1) \$2,000.00 for a violation of a provision of this chapter or a requirement of a special event permit governing fire safety, zoning, or public health and sanitation, including dumping or refuse; or
 - (2) \$500.00 for all other violations of this chapter or any requirements imposed on a special event permit."

SECTION 4: 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 5: 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 6: PENALTIES FOR VIOLATION OF THE ORDINANCE

Any person, firm or corporation who violates any provision of this Ordinance, upon conviction, shall be guilty of a misdemeanor and shall be fined up to \$2,000.00 per violation for a violation of a provision of this Ordinance governing fire safety, zoning, or public health and sanitation, including dumping or refuse, and up to \$500.00 for all other violations of this Ordinance. Each occurrence and each day that a violation continues shall be considered a separate offense and punished accordingly.

SECTION 7: INJUNCTIVE RELIEF

Any violation of this ordinance can be enjoined by a suit filed in the name of 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 8: 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 9: 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 10: 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 11: EFFECTIVE DATE

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

PASSED on first reading on the ____ day of June, 2014, and second reading on the ____ day of June, 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 ____ DAY OF JUNE, 2014.

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

ATTEST:

BY: _____
Edie Sims, City Secretary

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-____-____**

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 5, "ALCOHOLIC BEVERAGES," BY AMENDING SECTION 5-54, "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED," BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 5-54 THAT IS ALSO ENTITLED "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED," AND BY AMENDING CHAPTER 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY ADOPTING A NEW SECTION 62-120 ENTITLED "SIDEWALK USE AND FENCE PERMITS"; 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") recognizes that hosting special events within the City may provide a boost to the City's economy and promote further tourism after people have visited the City; and

WHEREAS, special events that are hosted in nearby communities often involve the sell and or service of alcoholic beverages in certain public places where such consumption is otherwise prohibited; and

WHEREAS, restaurants that have private club licenses for the sell and service of alcoholic beverages frequently have patio areas where their patrons are served and allowed to eat but in which areas such restaurants would not be allowed to sell and serve alcoholic beverages to their diners; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of the residents of the City that the organizers of special events and restaurant operators that have the proper licensing in place from the City and the Texas Alcoholic Beverage Commission should be allowed to sell and serve alcoholic beverages to their respective patrons at a properly permitted special event or on the patio of a restaurant.

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 SECTION 5-54, "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED," BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 5-54 THAT IS ALSO ENTITLED "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED"

From and after the effective date of this Ordinance, Section 5-54, entitled "Consumption in Certain Public Places Prohibited," is hereby deleted in its entirety and replaced with a new Section 5-54 that is also entitled "Consumption in Certain Public Places Prohibited" to read as follows.

"Sec. 5-54. Consumption in certain public places prohibited.

(a) It is unlawful for any person to consume any alcoholic beverage on any public street or alley or on any public place adjacent to any street or alley in the City of Farmersville. It is also unlawful pursuant to that certain Order of the Texas Alcoholic Beverage Commission adopted to be effective on April 27, 2010, to possess an open container or publicly consume alcoholic beverages in the "Central Business District" of the City as defined in City of Farmersville, Texas, Resolution # R-2010-0413-003 dated the 13th day of April, 2010. However, notwithstanding the foregoing, such consumption shall be lawful if:

- (1) *Private club.* The public place is a permitted private club holding a valid Texas Alcoholic Beverage Commission (TABC) liquor permit and city alcoholic beverage permit;
- (2) *Special event.*
 - a. The alcoholic beverage is sold or dispensed by the holder of a valid state alcoholic beverage commission alcoholic beverage permit and applicable city permit;
 - b. The alcoholic beverage is sold or dispensed in conjunction with a properly permitted special event; and
 - c. The area designated for alcohol dispensing and consumption is provided within an enclosure (barrier or sides) with secured ingress and egress. Additionally, the area so designated for the dispensing or service of alcohol shall be covered by a roof; or
- (3) *Sidewalk use permit.* A type A sidewalk use and fence permit has been issued in accordance with section 62-120 of the Code of Ordinances of the City of Farmersville, Texas.

(b) The chief of police, other police officers or any peace officer within the city limits may arrest without warrant any person who violates the terms of this article and the officer or person making the arrest is justified in adopting all of the measures which he might adopt in cases of arrest under warrant; provided further, that, in all cases of arrest without warrant, the officer making the arrest shall immediately take the person arrested before the nearest or most accessible magistrate having jurisdiction."

SECTION 3: AMENDMENT OF CHAPTER 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY ADOPTING A NEW SECTION 62-120 ENTITLED "SIDEWALK USE AND FENCE PERMITS"

From and after the effective date of this Ordinance, a new Section 62-120 entitled "Sidewalk Use and Fence Permits" is hereby adopted to read as follows:

"Sec. 62-120. Sidewalk use and fence permits.

- (a) *Type A sidewalk use and fence permits.* Type A sidewalk use and fence permits shall be issued in accordance with all of the following requirements:
- (1) The holder of a valid Texas Alcoholic Beverage Code permit must apply for and receive a type A sidewalk use and fence permit pursuant to the process established by the city manager.
 - (2) The permit applicant must be the owner or lessor of a business located within the type A sidewalk use and fence permit zone.
 - (3) For purposes of this section, the zone in which a type A sidewalk use and fence permit may be applied for and granted is hereby set forth in figure 1 below.
 - (4) A 36-inch tall fence is required around the sidewalk use permit area and must receive a written determination of suitability from the city secretary prior to installation.
 - (5) Signage must be posted indicating that alcoholic beverages may not be removed from the fenced area.

- (6) The sidewalk use and fence permit area shall be monitored by an employee at all times to ensure that no alcoholic beverages are removed from the sidewalk use permit area.
 - (7) The sidewalk use and fence permit area must maintain a minimum five-foot wide free and clear pedestrian path between the face of the enclosure and the back of the curb unless otherwise approved, on a case-by-case basis, by the city secretary.
 - (8) The city secretary may revoke a sidewalk use permit at any time. A person/business aggrieved by the revocation of a sidewalk use and fence permit may appeal the revocation to the city manager, whose decision shall be final.
 - (9) A sidewalk use and fence permit shall expire on the date specified in the executed sidewalk lease agreement, but may be renewed without the necessity of complying with the application process set forth in subsection (a)(1) of this section, if the permit holder has not plead guilty or no contest to and/or has not been convicted of any alleged violation of this section.
- (b) *Type B sidewalk use and fence permits.* Type B sidewalk use and fence permits shall be issued in accordance with all of the following requirements:
- (1) The holder of a valid food service establishment permit pursuant to the Code of Ordinances, City of Farmersville, Texas, for which the primary function of the business is the sale and consumption of food must apply for and receive a type B sidewalk use and fence permit pursuant to the process established by the city manager.
 - (2) The permit applicant must be the owner or lessor of a food service establishment located within the type B sidewalk use and fence permit zone.
 - (3) For purposes of this section, the zone in which a type B sidewalk use permit may be applied for and granted is hereby set forth in figure 2 below.

- (4) Barriers shall be erected to enclose the sidewalk use permit area and must receive a written determination of suitability from the city secretary prior to installation. Said barriers may include but not be limited to, fencing that reaches a height of 36 inches, or benches or other barriers that reach a minimum of 20 inches in height and a maximum of 42 inches in height. Living plant screens shall not be an acceptable barrier material.
- (5) The sidewalk use and fence permit area must maintain a minimum five-foot wide free and clear pedestrian path between the face of the barrier and the back of the curb unless otherwise approved, on a case-by-case basis, by the city secretary.
- (6) Signage must be posted indicating that alcoholic beverages are not allowed within the sidewalk use and fence area.
- (7) The sidewalk use and fence permit area shall be monitored by an employee to ensure that no alcoholic beverages are brought into the sidewalk use and fence permit area.
- (8) The city secretary may revoke a sidewalk use and fence permit at any time. A person/business aggrieved by the revocation of a sidewalk use permit may appeal the revocation to the city manager, whose decision shall be final.
- (9) A sidewalk use and fence permit shall expire on the date specified in the executed sidewalk lease agreement, but may be renewed without the necessity of complying with the application process set forth in subsection (b)(1) of this section if the permit holder has not plead guilty or no contest to and/or has not been convicted of any alleged violation of this section."

SECTION 4: 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 5: 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 6: PENALTIES FOR VIOLATION OF THE ORDINANCE

Any person, firm or corporation who violates any provision of this Ordinance, upon conviction, shall be guilty of a misdemeanor and shall be fined up to \$2,000.00 per violation for a violation of a provision of this Ordinance governing fire safety, zoning, or public health and sanitation, including dumping or refuse, and up to \$500.00 for all other violations of this Ordinance. Each occurrence and each day that a violation continues shall be considered a separate offense and punished accordingly.

SECTION 7: INJUNCTIVE RELIEF

Any violation of this ordinance can be enjoined by a suit filed in the name of 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 8: 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 9: 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 10: 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 11: EFFECTIVE DATE

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

PASSED on first reading on the ____ day of June, 2014, and second reading on the ____ day of June, 2014 at properly scheduled meetings of the City Council of the City of

REVOCABLE LICENSE AGREEMENT
FOR
TYPE A SIDEWALK USE

THIS LICENSE AGREEMENT (this "Agreement"), is made as of the ____ day of _____, 20__, by and between the **CITY OF FARMERSVILLE, TEXAS** (the "City") and **Licensee** _____, a Texas corporation ("Licensee"), witnesseth that:

WHEREAS, Licensee is the owner of certain real property ("Premises") located within the Type A Sidewalk Use and Fence Permit Zone in Farmersville, Collin County, Texas, as more particularly described on **Exhibit "A"** attached hereto and incorporated by reference herein;

WHEREAS, the City is the owner of public right-of-way which is used as a sidewalk (the "Sidewalk") for pedestrian usage which is adjacent to the _____ boundary of Premises;

WHEREAS, Licensee has requested permission to install certain temporary improvements ("Improvements") onto a portion of the Sidewalk located adjacent to the front entrance of Premises to allow for restaurant seating and food and alcohol sales (the "Services") (collectively referred to as "Licensee's Use") on a portion of the Sidewalk in compliance with Sections 62-120 and 5-54 of the City's Code of Ordinances; and

WHEREAS, this License Agreement allows Licensee the right to use a portion of the Sidewalk ("License Area") for the purpose of erecting such Improvements as necessary to comply with Section 62-120 for the provision of the Services; and

WHEREAS, the City agrees to thereafter allow Licensee to use the License Area and such License Area shall be considered as a part of Licensee's Premises; provided Licensee agrees to hold the City harmless with respect to any damage to, or necessary modification of the Sidewalk and/or the License Area and to indemnify the City from and against any and all claims or causes of action arising out of or related to Licensee Use of the Sidewalk and/or License Area and to maintain and keep the Sidewalk and/or License Area in good repair.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and the mutual covenants herein contained, and for other valuable and good consideration in hand paid by Licensee to the City, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

Section 1. Installation and Maintenance of Services; Permitted Encroachment. The City does hereby agree that Licensee may install Improvements as necessary to comply with Section 62-

120 of the City's Code and maintain such Improvement at Licensee's sole cost and expense, subject to the terms of Section 3 below. In connection with the foregoing, the City specifically consents to the Licensee's Use of the License Area. Such License Area shall be depicted with actual measurements, must be to scale and must show all Improvements to be located within the License Area as shown on Exhibit "B." The limitations on such Improvements which may be located within the License Area are set forth in Exhibit "C." In no event shall any Improvements extend on the Sidewalk beyond the License Area.

Section 2. Conditions of License.

A. City grants this non-exclusive license to Licensee for Licensee's use of the License Area effective _____ until _____. This License may be renewed for additional one (1) year terms upon written request by Licensee and acceptance by the City. Any request for renewal must be received no later than thirty (30) days prior to termination of this License, or any renewal term. In no event shall this License be renewed if Licensee has violated any provision of this License or Section 62-120 of the City Code. The License is non-transferable. It is the express intention of the City that this License is not exclusive and does not give any rights to Licensee to exclude the public from any portion of the public right-of-way, except in compliance with section 62-120 of the City's Code. In consideration of said License, Licensee agrees with City as follows:

1. Licensee shall pay to City the sum of Ten and No/100 Dollars (\$10.00) as rent for the License Area, payable in advance at the office of the City Secretary.
2. Licensee shall pay (in addition to the above-described rents) all water, electrical, security and other costs associated with the use and maintenance of the License Area during the time for which this License is granted.
3. Licensee has examined and knows the condition of the License Area and has received it in good order and repair, and will keep the License Area in good repair during the term of this License at Licensee own expense. Upon termination of this License, Licensee will yield up the License Area to the City in good condition and repair.

B. Licensee expressly understands and agrees that it is a violation of the Farmersville Code of Ordinances for any person to consume alcoholic beverages in public streets or alleys in the City, and that the sale of alcohol in Farmersville is permitted only by properly licensed permittees of the Texas Alcoholic Beverage Commission ("TABC"). With respect to Licensee's Use of the License Area, Licensee has the responsibility for and shall ensure that all applicable TABC permits and City permits are secured and all City Codes, specifically including, but not limited to Sections 5-54 and 62-120 of the City Code of Ordinances, are complied with.

C. Licensee shall provide a signed copy of an approval letter from the City of Farmersville Building Official indicating issuance of a Letter of Suitability and/or Certificate of Appropriateness, respectively, for all proposed Improvements specifically including, but not limited to the installation

of the fence required in Section 62-120 of the City Code. The approval letter shall be attached to this Agreement as **Exhibit "D."**

Section 3. City Ordinances. Licensee expressly acknowledges that by entering into this Agreement, Licensee, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits as waiving any of the requirements of the City's Zoning Ordinance or Subdivision Ordinance or any other ordinance of the City, as applicable. Licensee shall strictly conform to all provisions of the City's Code of Ordinances and Licensee shall obtain all such permits as may be required to place the Improvements in the License area of the Sidewalk.

Section 4. Hold Harmless; Relocation. Licensee agrees to hold the City harmless from and against (a) any financial responsibility for Licensee's Use of the Sidewalk and/or License Area, if the City determines, in its sole discretion, that Licensee's Use will unreasonably obstruct any necessary use of the Sidewalk, and (b) any damage to the Sidewalk. The City will provide Licensee ten (10) days written notice of the need to modify Licensee's Use of the Sidewalk, including the License Area. Licensee shall have five (5) days from the date it is provided such written notice to modify Licensee's Use of the Sidewalk and/or License Area in order to allow unimpeded use of the Sidewalk.

Section 5. Maintenance and Repair of the Sidewalk. Licensee understands that the Sidewalk was not designed and constructed for the type of usage that will take place during Licensee's Use of the License Area. Licensee hereby agrees at all times to maintain and keep the License Area clean, in good repair and condition and to replace or repair the Sidewalk to its current condition, or better, upon the termination of this Agreement by either party. The City will provide Licensee ten (10) days written notice of the need to clean, maintain, repair or replace the Sidewalk. Licensee shall have five (5) days from the date it is provided such written notice to clean, maintain, repair or replace the Sidewalk.

Section 6. Indemnification. Licensee hereby assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the City and its officers, agents, servants and employees from and against all claims, suits, judgments, demands, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, Licensee's Use of the License Area and/or the Sidewalk that forms the basis of this License specifically including but not limited to the construction, maintenance and use of the Improvements in or on the Sidewalk as well as the maintenance, repair and use of the Sidewalk in conjunction with the Services. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 7. Notices. All notices or requests required or authorized hereunder shall be in writing and shall be deemed effective upon receipt (or refusal thereof) when (i) delivered in person, (ii) sent by U.S. Postal Service, postage prepaid, as overnight mail or certified mail, return receipt requested, (iii) delivered by a nationally recognized delivery service for same-day or overnight delivery, or (iv)

transmitted by facsimile (with proof of confirmed transmission) to the respective parties hereto as follows:

To Licensee:

Farmersville, TX 75070
Attention: _____
Fax No. _____

To the City:

City Manager
205 S. Main Street
Farmersville, Texas 75442

Section 8. Termination.

A. Either party (the "Terminating Party") may terminate this Agreement with or without cause by giving thirty (30) days notice. The parties shall retain all rights and remedies available at law, subject to the terms of this Agreement.

B. In the event Licensee fails to comply with any material provision of this Agreement, including but not limited to, maintaining a TABC permit and a City alcohol permit or compliance with the requirements of Sections 5-54 and 62-120 of the City Codes, as amended, the City may terminate this contract with ten (10) days notice. A copy of Licensee's TABC permit and City alcohol permit are attached hereto as **Exhibit "E."**

Section 9. Insurance.

A. Licensee shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the City of Farmersville. Licensee shall furnish to the City of Farmersville certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions upon the execution of this Agreement. A copy of the insurance meeting the foregoing requirements is attached hereto as **Exhibit "F."** Certificates shall reference the special event and be addressed as follows:

City of Farmersville
Attn: City Manager
205 S. Main Street
Farmersville, Texas 75442

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.

Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Liquor Liability Insurance, either endorsed onto the above policy or written on a “stand alone” basis, if any of the following applies:
 - i. The Licensee is in the business of manufacturing, selling, or distributing alcoholic beverages;
 - ii. The Licensee serves or furnishes alcoholic beverages for a charge, whether or not such activity requires a license or is for the purpose of financial gain or livelihood; or
 - iii. The Licensee serves or furnishes alcoholic beverages without a charge, if a license is required for such activity.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

B. With reference to the foregoing required insurance, the Licensee shall endorse applicable insurance policies as follows:

1. The City of Farmersville, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
2. The City of Farmersville, its officials, employees and officers shall be named as additional insureds on any required Liquor Liability policy.
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 A.M. Best Company or equivalent. Such insurance shall be primary and non-contributory regardless of any other insurance that may be applicable to any loss in question and in a form appropriate to cover Licensee Use of the Sidewalk.

Section 10. Binding Effect. The benefits and burdens of this Agreement shall benefit and bind Licensee and the City and their respective successors, successors-in-title, legal representatives and assigns as provided herein.

Section 11. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, there and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be

affected hereby, and the other terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law..

Section 12. Waiver. The failure of the City or Licensee to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.

Section 13. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas. Venue shall be exclusive in Collin County, Texas.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF FARMERSVILLE

By: _____
BENJAMIN L. WHITE, P.E.
Interim City Manager
Date Signed: _____

ATTEST:

EDIE SIMS
City Secretary

APPROVED AS TO FORM:

ALAN D. LATHROM
City Attorney

LICENSEE

By: _____

Name: _____

Title: _____

Date Signed: _____

PREPARED IN THE OFFICES OF:

BROWN & HOFMEISTER, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

Exhibit “A”
Location Map of Property
(to be provided by Licensee)

Exhibit "B"
Scale Drawing of License Area
(to be provided by Licensee)

Exhibit "C"

The following limitations shall hereby apply to the proposed License Area and adjacent Sidewalk:

- No signage shall be allowed other than the required liquor signage.
- Menus, if posted, shall be posted in a menu stand located within the License Area.
- Lights and lighting, other than tabletop lighting fixtures, shall not be allowed.
- The display of goods and merchandise shall not be allowed within the License Area.
- No outdoor music shall be allowed on the Sidewalk or within the License Area. It is possible to apply for a Special Events Permit for occasional live music.
- Umbrellas, if used, shall be folded and secured after closing hours. Umbrellas shall never interfere with pedestrian traffic or vehicular line-of-site. Umbrella coverings are to be made of canvas or other high-quality material. Plastic or vinyl shall not be allowed.
- Licensee shall not place trash cans on the Sidewalk or within the License Area. Trash shall be promptly removed from the License Area and disposed of within the Premises. Licensee shall not use the permanent public trash cans within the public right-of-way. All tables are to be bused immediately upon patron(s) leaving the License Area.
- Extension cords running from within the Premises out to the Sidewalk or License Area shall not be allowed.
- Tables and chairs should reflect the character of the restaurant and shall be constructed of heavyweight, high-quality materials such as metal or wood. Lightweight materials such as plastic and vinyl which may be blown astray by moderate winds shall not be allowed.
- At the end of each working day, Licensee shall clean the Sidewalk for the width of the Premises (including the License Area). Licensee may not wash or leave debris in the street. The Sidewalk and License Area are to be left clean and neat.
- In the event a fence is removed, Licensee shall cover the post-anchoring sleeves with caps (subject to approval by the City Engineer and the Director of Planning) which shall be designed to fit flush with the Sidewalk pavers.
- No pets except service pets shall be allowed in the License Area.
- No heating devices shall be allowed in the License Area.
- Wait staff shall not exit License Area to serve alcohol.

Exhibit “D”
Copy of Approved Certificate of Appropriateness and/or Letter of Suitability
(to be provided by Licensee)

Exhibit “E”
Copy of TABC permit and City alcohol permit
(to be provided by Licensee)

Exhibit "F"
Copy of Insurance Certificates
(to be provided by Licensee)

REVOCABLE LICENSE AGREEMENT
FOR
TYPE B SIDEWALK USE

THIS LICENSE AGREEMENT (this "Agreement"), is made as of the ____ day of _____, 20__, by and between the **CITY OF FARMERSVILLE, TEXAS** (the "City") and _____, a Texas Corporation ("Licensee"), witnesseth that:

WHEREAS, Licensee is the owner of certain real property ("Premises") located within the Type B Sidewalk Use and Fence Permit Zone in Farmersville, Collin County, Texas, as more particularly described on **Exhibit "A"** attached hereto and incorporated by reference herein;

WHEREAS, the City is the owner of public right-of-way which is used as a sidewalk (the "Sidewalk") for pedestrian usage which is adjacent to the _____ boundary of Premises;

WHEREAS, Licensee has requested permission to install certain temporary improvements ("Improvements") onto a portion of the Sidewalk located adjacent to the front entrance of the Premises to allow for outdoor seating and food sales (the "Services") (collectively referred to as "Licensee's Use") on a portion of the Sidewalk in compliance with Section 62-120 of the City's Code of Ordinances; and

WHEREAS, this License Agreement allows Licensee the right to use a portion of the Sidewalk ("License Area") for the purpose of erecting such Improvements as necessary to comply with Section 62-120 for the provision of the Services; and

WHEREAS, the City agrees to thereafter allow Licensee to use the License Area and such License Area shall be considered as a part of Licensee's Premises; provided Licensee agrees to hold the City harmless with respect to any damage to, or necessary modification of the Sidewalk and/or the License Area and to indemnify the City from and against any and all claims or causes of action arising out of or related to Licensee's Use of the Sidewalk and/or License Area and to maintain and keep the Sidewalk and/or License Area in good repair.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and the mutual covenants herein contained, and for other valuable and good consideration in hand paid by Licensee to the City, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

Section 1. Installation and Maintenance of Services; Permitted Encroachment. The City does hereby agree that Licensee may install Improvements as necessary to comply with Section 62-120 of the City's Code and maintain such Improvement at Licensee's sole cost and expense, subject to the terms of Section 3 below. In connection with the foregoing, the City specifically consents to the Licensee's Use of the License Area. Such License Area shall be depicted with actual measurements, must be to scale and must show all Improvements to be located within the License

Area as shown on **Exhibit "B."** The limitations on Improvements that may be located within the License Area are set forth in **Exhibit "C."** In no event shall any Improvements extend on the Sidewalk beyond the License Area.

Section 2. Conditions of License.

A. City grants this non-exclusive license to Licensee for Licensee's Use of the License Area effective _____ until _____. This License may be renewed for additional one (1) year terms upon written request by Licensee and acceptance by the City. Any request for renewal must be received no later than thirty (30) days prior to termination of this License, or any renewal term. In no event shall this License be renewed if Licensee has violated any provision of this License or Section 62-120 of the City Code. The License is non-transferable. It is the express intention of the City that this License is not exclusive and does not give any rights to Licensee to exclude the public from any portion of the public right-of-way, except in compliance with section 62-120 of the City's Code. In consideration of said License, Licensee agrees with City as follows:

1. Licensee shall pay to City the sum of Ten and No/100 Dollars (\$10.00) as rent for the License Area, payable in advance at the office of the City Secretary.
2. Licensee shall pay (in addition to the above-described rents) all water, electrical, security and other costs associated with the use and maintenance of the License Area during the time for which this License is granted.
3. Licensee has examined and knows the condition of the License Area and has received it in good order and repair, and will keep the License Area in good repair during the term of this License at Licensee's own expense. Upon termination of this License, Licensee will yield up the License Area to the City in good condition and repair.

B. Licensee expressly understands and agrees that this Type B Sidewalk Use License Agreement does not authorize or allow for the sale and/or consumption of alcoholic beverages in and about the License Area.

C. Licensee shall provide a signed copy of an approval letter from the City of Farmersville Building Official indicating issuance of a Letter of Suitability for all proposed Improvements (including the enclosure fence as required in Section 62-120 of the City Code). The approval letter shall be attached to this Agreement as **Exhibit "D."**

Section 3. City Ordinances. Licensee expressly acknowledges that by entering into this Agreement, Licensee, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits as waiving any of the requirements of the City's Zoning Ordinance or Subdivision Ordinance or any other ordinance of the City, as applicable. Licensee shall strictly conform to all provisions of the City's Code of Ordinances and Licensee shall obtain all such permits as may be required to place the Improvements in the License area of the Sidewalk.

Section 4. Hold Harmless; Relocation. Licensee agrees to hold the City harmless from and against (a) any financial responsibility for Licensee's Use of the Sidewalk and/or License Area, if the City determines, in its sole discretion, that Licensee's Use will unreasonably obstruct any necessary use of the Sidewalk, and (b) any damage to the Sidewalk. The City will provide Licensee ten (10) days written notice of the need to modify Licensee's Use of the Sidewalk, including the License Area. Licensee shall have five (5) days from the date it is provided such written notice to modify Licensee's Use of the Sidewalk and/or License Area in order to allow unimpeded use of the Sidewalk.

Section 5. Maintenance and Repair of the Sidewalk. Licensee understands that the Sidewalk was not designed and constructed for the type of usage that will take place during Licensee's Use of the License Area. Licensee hereby agrees at all times to maintain and keep the License Area clean, in good repair and condition and to replace or repair the Sidewalk to its current condition, or better, upon the termination of this Agreement by either party. The City will provide Licensee ten (10) days written notice of the need to clean, maintain, repair or replace the Sidewalk. Licensee shall have five (5) days from the date it is provided such written notice to clean, maintain, repair or replace the Sidewalk.

Section 6. Indemnification. Licensee hereby assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the City and its officers, agents, servants and employees from and against all claims, suits, judgments, demands, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, Licensee's Use of the License Area and/or the Sidewalk that forms the basis of this License specifically including but not limited to the construction, maintenance and use of the Improvements in or on the Sidewalk as well as the maintenance, repair and use of the Sidewalk in conjunction with the Services. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 7. Notices. All notices or requests required or authorized hereunder shall be in writing and shall be deemed effective upon receipt (or refusal thereof) when (i) delivered in person, (ii) sent by U.S. Postal Service, postage prepaid, as overnight mail or certified mail, return receipt requested, (iii) delivered by a nationally recognized delivery service for same-day or overnight delivery, or (iv) transmitted by facsimile (with proof of confirmed transmission) to the respective parties hereto as follows:

To Licensee:

Contact information

To the City:

City Manager
205 S. Main Street
Farmersville, Texas 75442

Section 8. Termination.

A. Either party (the "Terminating Party") may terminate this Agreement with or without cause by giving thirty (30) days notice. The parties shall retain all rights and remedies available at law, subject to the terms of this Agreement.

B. In the event Licensee fails to comply with any material provision of this Agreement, including but not limited to, maintaining a food service establishment permit, or compliance with the requirements of Section 62-120 of the City Code, as amended, the City may terminate this contract with ten (10) days notice. A copy of Licensee's food service establishment permit is attached hereto as **Exhibit "E."**

Section 9. Insurance.

A. Licensee shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the City of Farmersville. Licensee shall furnish to the City of Farmersville certificates of insurance executed by the insurer or its authorized agent stating coverage's, limits, expiration dates and compliance with all applicable required provisions upon the execution of this Agreement. A copy of the insurance meeting the foregoing requirements is attached hereto as **Exhibit "F"**. Certificates shall reference the special event and be addressed as follows:

City of Farmersville
Attn: City Manager
205 S. Main Street
Farmersville, Texas 75442

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. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- B. With reference to the foregoing required insurance, the Licensee shall endorse applicable insurance policies as follows:
 1. The City of Farmersville, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 2. 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 A.M. Best Company or equivalent. Such insurance shall

be primary and non-contributory regardless of any other insurance that may be applicable to any loss in question and in a form appropriate to cover Licensee Use of the Sidewalk.

Section 10. Binding Effect. The benefits and burdens of this Agreement shall benefit and bind Licensee and the City and their respective successors, successors-in-title, legal representatives and assigns as provided herein.

Section 11. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, there and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected hereby, and the other terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law..

Section 12. Waiver. The failure of the City or Licensee to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.

Section 13. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas. Venue shall be exclusive in Collin County, Texas.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF FARMERSVILLE

By: _____
BENJAMIN L. WHITE, P.E.
City Manager

Date Signed: _____

ATTEST:

EDIE SIMS
City Secretary

APPROVED AS TO FORM:

ALAN D. LATHROM
City Attorney

LICENSEE

By: _____

Name: _____

Title: _____

Date Signed: _____

PREPARED IN THE OFFICES OF:

BROWN & HOFMEISTER, L.L.P.

740 East Campbell Road, Suite 800

Richardson, Texas 75081

214/747-6100

214/747-6111 Fax

Exhibit “A”
Location Map of Property
(to be provided by Licensee)

Exhibit "B"
Scale Drawing of License Area
(to be provided by Licensee)

Exhibit "C"

The following limitations shall hereby apply to the proposed License Area and adjacent Sidewalk:

- No signage shall be allowed.
- Menus, if posted, shall be posted in a menu stand located within the License Area.
- Lights and lighting, other than tabletop lighting fixtures, shall not be allowed.
- The display of goods and merchandise shall not be allowed within the License Area.
- No outdoor music shall be allowed on the Sidewalk or within the License Area. It is possible to apply for a Special Events Permit for occasional live music.
- Umbrellas, if used, shall be folded and secured after closing hours. Umbrellas shall never interfere with pedestrian traffic or vehicular line-of-site. Umbrella coverings are to be made of canvas or other high-quality material. Plastic or vinyl shall not be allowed.
- Licensee shall not place trash cans on the Sidewalk or within the License Area. Trash shall be promptly removed from the License Area and disposed of within the Premises. Licensee shall not use the permanent public trash cans within the public right-of-way. All tables are to be bused immediately upon patron(s) leaving the License Area.
- Extension cords running from within the Premises out to the Sidewalk or License Area shall not be allowed.
- Tables and chairs should reflect the character of the restaurant and shall be constructed of heavyweight, high-quality materials such as metal or wood. Lightweight materials such as plastic and vinyl which may be blown astray by moderate winds shall not be allowed.
- At the end of each working day, Licensee shall clean the Sidewalk for the width of the Premises (including the License Area). Licensee may not wash or leave debris in the street. The Sidewalk and License Area are to be left clean and neat.
- In the event a fence is removed, Licensee shall cover the post-anchoring sleeves with caps (subject to approval by the City Engineer and the Director of Planning) which shall be designed to fit flush with the Sidewalk pavers.
- No pets except service pets shall be allowed in the License Area.
- No heating devices shall be allowed in the License Area.

Exhibit “D”
Copy of Approved Letter of Suitability
(to be provided by Licensee)

Exhibit “E”
Copy of Food Service Establishment Permit
(to be provided by Licensee)

Exhibit "F"
Copy of Insurance Certificates
(to be provided by Licensee)



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: June 10, 2014

SUBJECT: Consider, discuss and act upon awarding the 12" Water Main at Bob Tedford Drive project

- A recommendation letter from Daniel & Brown, Inc. is attached
- The bid tab is attached for review

ACTION: Approve and award the project as presented.

(V – C)



DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

2 June 2014

Mr. Ben White, City Manager
and City Council
City of Farmersville

RE: 12" Water Main-Bob Tedford Drive

Mr. White and City Council:

Bids were received for the above referenced project at 2:00 P.M. on 29 May 2014. The project includes the construction of approximately 885 LF of 12" water main with appurtenances along Bob Tedford Drive from the 300K gallon elevated water tank to US Hwy 380.

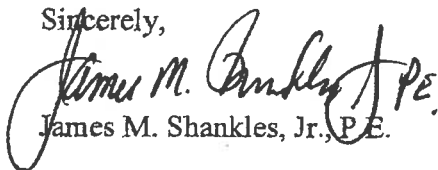
Seven bids were received for this project. The lowest bid was submitted by Capps-Capco Construction Company of Tyler, Texas in the amount of \$89,114.00. A bid bond in the amount of 5% was submitted. No addendums were issued for this project.

Capps-Capco has successfully completed several projects for which Daniel & Brown was the project engineer. We find them to be a competent contractor with the equipment, experience and financial stability to successfully complete this project.

We recommend that the City Council award the contract in the amount of \$89,114.00 to Capps-Capco Construction Company. A notice of award has been included for your convenience.

Please contact me if you have any questions or need additional information.

Sincerely,



James M. Shankles, Jr., P.E.

Enclosures

Notice of Award

Dated: _____

Project: 12 Inch Waterline Project Bob Tedford Drive	Owner: City of Farmersville	Owner's Contract No.:
Contract:		Engineer's Project No.:
Bidder: Capps-Capco Construction		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		
13044 CR 192		
Tyler, Texas 75703		

You are notified that your Bid dated May 29, 2014 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the 12 Inch Waterline Project located on Bob Tedford Drive.

The Contract Price of your Contract is Eighty nine thousand one hundred fourteen and 00/100 Dollars (\$ 89,114.00).

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

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

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

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

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

City of Farmersville
Owner

By: _____
Authorized Signature

Title

Copy to Engineer

City of Farmersville

Bid Tabulation Form for 12 Inch Waterline Project located on Bob Tedford Drive

Bid Date: Thursday, May 29, 2014 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Capps-Capco Construction Tyler, TX			Canary Construction Inc. Coppell, TX			Camino Construction Lewisville, TX			Gomez Brothers Construction Crowley, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 12" DR 18 PVC waterline with appurtenances	885	\$33.00	\$29,205.00	885	\$50.00	\$44,250.00	885	\$48.00	\$42,480.00	885	\$55.00	\$48,675.00
2	Furnish and install 12" bore with 18" steel casing (including carrier pipe)	95	\$175.00	\$16,625.00	95	\$155.00	\$14,725.00	95	\$250.00	\$23,750.00	95	\$220.00	\$20,900.00
3	Furnish and install 18" SDR 35 PVC casing pipe (Open Cut)	20	\$80.00	\$1,600.00	20	\$85.00	\$1,700.00	20	\$100.00	\$2,000.00	20	\$95.00	\$1,900.00
4	Furnish and install 4" DR 18 PVC waterline	140	\$17.65	\$2,471.00	140	\$40.00	\$5,600.00	140	\$47.00	\$6,580.00	140	\$22.00	\$3,080.00
5	Furnish and install fire hydrant assembly including 6" gate valve	1	\$3,925.00	\$3,925.00	1	\$4,000.00	\$4,000.00	1	\$3,800.00	\$3,800.00	1	\$3,500.00	\$3,500.00
6	Furnish and install 12" MJ RW gate valve with appurtenances	2	\$2,875.00	\$5,750.00	2	\$2,500.00	\$5,000.00	2	\$2,300.00	\$4,600.00	2	\$2,000.00	\$4,000.00
7	Furnish and install 8" MJ RW gate valve with appurtenances	3	\$1,690.00	\$5,070.00	3	\$1,200.00	\$3,600.00	3	\$1,300.00	\$3,900.00	3	\$1,200.00	\$3,600.00
8	Furnish and install 12" x 4" tapping sleeve with 4" gate valve with appurtenances	1	\$1,650.00	\$1,650.00	1	\$3,500.00	\$3,500.00	1	\$2,400.00	\$2,400.00	1	\$2,500.00	\$2,500.00
9	Connect new 12" PVC waterline to existing 12" PVC waterline with appurtenances	1	\$2,185.00	\$2,185.00	1	\$1,800.00	\$1,800.00	1	\$900.00	\$900.00	1	\$1,800.00	\$1,800.00
10	Connect new 12" PVC waterline to existing 8" PVC waterline with appurtenances	1	\$1,875.00	\$1,875.00	1	\$1,700.00	\$1,700.00	1	\$800.00	\$800.00	1	\$1,200.00	\$1,200.00
11	Furnish and install 4" flush valve assembly, including 4" DIP, 4" flap valve and concrete pipe support with appurtenances	1	\$2,250.00	\$2,250.00	1	\$2,200.00	\$2,200.00	1	\$1,600.00	\$1,600.00	1	\$3,000.00	\$3,000.00
12	Furnish and install sampling station with appurtenances	1	\$1,850.00	\$1,850.00	1	\$3,000.00	\$3,000.00	1	\$2,100.00	\$2,100.00	1	\$2,000.00	\$2,000.00
13	Furnish and install DI fittings	1.11	\$10,400.00	\$11,544.00	1.11	\$6,500.00	\$7,215.00	1.11	\$5,700.00	\$6,327.00	1.11	\$6,000.00	\$6,660.00
14	Furnish and install test station with appurtenances	3	\$150.00	\$450.00	3	\$850.00	\$2,550.00	3	\$400.00	\$1,200.00	3	\$250.00	\$750.00
15	Furnish and install tracer wire with appurtenances	980	\$0.30	\$294.00	980	\$1.00	\$980.00	980	\$1.00	\$980.00	980	\$1.75	\$1,715.00
16	Furnish and install Erosion Control	980	\$1.50	\$1,470.00	980	\$2.50	\$2,450.00	980	\$2.00	\$1,960.00	980	\$2.00	\$1,960.00
17	Furnish and install Trench Safety Program	1	\$900.00	\$900.00	1	\$1,000.00	\$1,000.00	1	\$1,155.00	\$1,155.00	1	\$1,200.00	\$1,200.00
	TOTAL OF ALL BID ITEMS (1 THRU 17)			\$89,114.00			\$105,270.00			\$106,532.00			\$108,440.00
	CALENDAR DAYS	45 / 60			30 / 15			30 / 30					

City of Farmersville

Bid Tabulation Form for 12 Inch Waterline Project located on Bob Tedford Drive

Bid Date: Thursday, May 29, 2014 @ 2:00 pm

ITEM #	ITEM DESCRIPTION	Interstate Pipeline Utility Dallas, TX			Four Star Excavating Dallas, TX			XIT Paving & Construction Waxahachie, TX		
		Qty	Unit	Total	Qty	Unit	Total	Qty	Unit	Total
1	Furnish and install 12" DR 18 PVC waterline with appurtenances	885	\$65.00	\$57,525.00	885	\$75.00	\$66,375.00	885	\$53.00	\$46,905.00
2	Furnish and install 12" bore with 18" steel casing (including carrier pipe)	95	\$210.00	\$19,950.00	95	\$294.00	\$27,930.00	95	\$290.00	\$27,550.00
3	Furnish and install 18" SDR 35 PVC casing pipe (Open Cut)	20	\$76.00	\$1,520.00	20	\$99.00	\$1,980.00	20	\$70.00	\$1,400.00
4	Furnish and install 4" DR 18 PVC waterline	140	\$25.00	\$3,500.00	140	\$36.00	\$5,040.00	140	\$30.00	\$4,200.00
5	Furnish and install fire hydrant assembly including 6" gate valve	1	\$4,140.00	\$4,140.00	1	\$3,200.00	\$3,200.00	1	\$4,500.00	\$4,500.00
6	Furnish and install 12" MJ RW gate valve with appurtenances	2	\$2,180.00	\$4,360.00	2	\$2,000.00	\$4,000.00	2	\$2,500.00	\$5,000.00
7	Furnish and install 8" MJ RW gate valve with appurtenances	3	\$1,310.00	\$3,930.00	3	\$1,200.00	\$3,600.00	3	\$1,500.00	\$4,500.00
8	Furnish and install 12" x 4" tapping sleeve with 4" gate valve with appurtenances	1	\$3,418.00	\$3,418.00	1	\$1,900.00	\$1,900.00	1	\$5,000.00	\$5,000.00
9	Connect new 12" PVC waterline to existing 12" PVC waterline with appurtenances	1	\$1,294.00	\$1,294.00	1	\$750.00	\$750.00	1	\$5,000.00	\$5,000.00
10	Connect new 12" PVC waterline to existing 8" PVC waterline with appurtenances	1	\$1,175.00	\$1,175.00	1	\$600.00	\$600.00	1	\$4,000.00	\$4,000.00
11	Furnish and install 4" flush valve assembly, including 4" DIP, 4" flap valve and concrete pipe support with appurtenances	1	\$1,842.00	\$1,842.00	1	\$1,500.00	\$1,500.00	1	\$5,000.00	\$5,000.00
12	Furnish and install sampling station with appurtenances	1	\$1,560.00	\$1,560.00	1	\$1,700.00	\$1,700.00	1	\$3,500.00	\$3,500.00
13	Furnish and install DI fittings	1.11	\$8,756.00	\$9,719.16	1.11	\$5,000.00	\$5,550.00	1.11	\$7,500.00	\$8,325.00
14	Furnish and install test station with appurtenances	3	\$281.00	\$843.00	3	\$200.00	\$600.00	3	\$500.00	\$1,500.00
15	Furnish and install tracer wire with appurtenances	980	\$0.25	\$245.00	980	\$0.20	\$196.00	980	\$1.00	\$980.00
16	Furnish and install Erosion Control	980	\$2.00	\$1,960.00	980	\$1.00	\$980.00	980	\$2.00	\$1,960.00
17	Furnish and install Trench Safety Program	1	\$1,200.00	\$1,200.00	1	\$1,200.00	\$1,200.00	1	\$2,000.00	\$2,000.00
	TOTAL OF ALL BID ITEMS (1 THRU 17)			\$118,181.16			\$127,101.00			\$131,320.00
	CALENDAR DAYS	45 / 45			30 / 45			30 / 40		



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: June 10, 2014

SUBJECT: Consider, discuss and act upon continued participation with Atmos Cities Steering Committee and authorizing payment of \$0.05 per capita to the ACSC to fund regulatory and related activities related to Atmos Energy Corp.

- A resolution is attached for review
- A staff report from the Atmos Cities Steering Committee is attached
- Additional information regarding ACSC is attached

ACTION: Approve or disapprove the resolution as presented.

(V – D)

**CITY OF FARMERSVILLE
RESOLUTION # R-2014-0610-001**

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION.

WHEREAS, the City of Farmersville is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

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

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Farmersville and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2014 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to
"Atmos Cities Steering Committee" shall be sent to:

Jay Doegey
Co-Chair, Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
P.O. Box 90231
Arlington, Texas 76004-3231

PRESENTED AND PASSED on this the 10th day of June, 2014, by a vote of
_____ ayes and _____ nays at a regular meeting of the City Council of the
City of Farmersville, Texas.

ATTEST:

Joseph E. Helmberger, P.E., Mayor

Edie Sims, City Secretary

STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division regardless of whether original jurisdiction has been retained. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 168 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City's membership in ACSC.
- II. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of five cents (\$0.05) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to "*Atmos Cities Steering Committee*" and mailed to Jay Doegey, Co-Chair, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231.



2013 Year In Review

Atmos Cities Steering Committee Has Another Active Year In 2013

This year in review of the Atmos Cities Steering Committee ("ACSC") highlights a few of the notable proceedings in which ACSC participated throughout 2013. ACSC maintained its presence before the Texas Legislature concerning gas utility matters, including the Sunset Review of the Railroad Commission ("RRC"). Additionally, ACSC settled Atmos Mid-Tex's first RRM filing under the newly renegotiated RRM tariff. ACSC expects to be equally busy in 2014, with another annual RRM filing and gearing up for the 2015 legislative session.

Sincerely,

Jay Doegey and Odis Dalton, Chairmen of the Steering Committee

ACSC Representatives Make Legislative Visits to Legislators in Local Offices

In the fall of 2013, ACSC representatives continued ACSC's ongoing efforts to promote consumer interests at the Legislature. Specifically, ACSC representatives conducted meetings with over 31 legislators and staffers at their local district offices. The purpose of these meetings was to introduce ACSC's membership and agenda, as well as to offer ACSC as a resource on gas utility matters. ACSC representatives also sought input regarding concerns of the legislators. ACSC representatives have thus far met with legislators in the Metroplex, Central Texas, West Texas, the Houston area, and North/Northeast Texas. The reception and impact that the interim legislative activities have achieved has overall been very good.

These interim efforts will continue in the new year to prepare for the 2015 legislative session. In 2014, ACSC intends to follow up with staffers for the members ACSC representatives have already visited with and to make additional visits. Additionally, in the spring, ACSC will be developing its agenda for the 2015 legislative session.



ACSC Settles 2013 RRM With Atmos Mid-Tex

In July of 2013, Atmos Energy Corporation Mid-Tex Division ("Atmos Mid-Tex" or "Company") filed a Rate Review Mechanism ("RRM") application with each of the ACSC members. You will recall that earlier in 2013, ACSC and Atmos Mid-Tex renewed the RRM mechanism for an additional period of five years.



In the filing, Atmos Mid-Tex alleged a test year revenue deficiency of \$25.7 million on a total company basis. Pursuant to the RRM renewal ordinances passed by the ACSC cities, the Company was required in its filing to make an automatic downward adjustment of \$3 million to its alleged cost of service revenue deficiency. Including this adjustment, Atmos requested \$22.7 million in additional revenues.

ACSC hired consultants, who performed discovery upon the Company's rate request. The consultants produced a report to ACSC counsel in late August 2013. The report concluded that the Company was entitled to additional revenues but significantly less than it had requested. After several rounds of negotiations with Atmos Mid-Tex, the Company agreed to accept additional revenues of \$16.6 million, rather than the initially requested \$22.7 million. The Executive Committee recommended adoption of the settlement and ACSC cities passed ordinances adopting the settlement in fall of 2013. Due to ACSC's advocacy in both the renegotiation of the RRM tariff, as well as in the 2013 RRM filing, Atmos Mid-Tex ratepayers will pay rates designed to collect over \$9 million less than originally requested by the Company.

Appeal of Atmos Pipeline Rate Case Heard at Third Court of Appeals

In GUD No. 10000, Atmos Pipeline—Texas' ("APT") last rate case, the Railroad Commission of Texas ("Commission") introduced a trial run of a new rate mechanism that has proven harmful to consumers. In that case, the Commission allocated all of APT's revenue requirement to its rate-regulated customers, despite the fact that APT also serves unregulated customers who contract with APT for gas service. The Commission determined that APT and the rate-regulated customers would "share" in the alleged volatility of Other Revenues, due to changes in the amount of these revenues from year to year. The Commission thus approved the Rider REV tariff, which requires an annual filing by APT to report the amount of revenues received from unregulated customers in the preceding year. To the extent the amount exceeds \$83.7 million in any one year, APT provides an additional credit to the Rate CGS and PT customers in the amount of 75% of the additional revenues, keeping 25% for itself. To the extent the amount of unregulated revenues is less than \$83.7 million, APT raises the rates to CGS and PT customers by 75% of the "shortfall."



ACSC strongly opposed the creation of the Rider REV tariff in GUD No. 10000. ACSC has pursued an appeal to the courts in an effort to overturn the Commission's decision to implement the Rider REV tariff. In December of 2012, a Travis County District Court judge affirmed the Railroad Commission order creating the Rider REV tariff. ACSC appealed the district court's decision to the Third Court of Appeals in Austin. In October of 2013, the Third Court of Appeals heard oral argument regarding the Rider REV tariff.

ACSC argued that the Rider REV tariff is unlawful piecemeal ratemaking and that it is detrimental to customers. The Railroad Commission and APT argued mainly that the Commission's authority under the law is virtually unfettered when it comes to ratemaking. The Third Court has taken the matter under advisement and has not yet issued a ruling in the appeal of GUD No. 10000.

ACSC Sets Budget and Elects Officers for 2014

At the December 19, 2013 membership meeting, ACSC approved its budget for 2014. Additionally, ACSC members elected the following officers for 2014:

Co-Chairs—Jay Doegey, Arlington & Odis Dolton, Abilene

Co-Vice Chairs—Tim Kelty, Red Oak & Carla Robinson, College Station

Secretary—Joel Welch, Haltom City

Congratulations to the 2014 ACSC officers!



Commission Extends Rider REV Tariff

In late 2013, APT filed an application to renew the Rider REV tariff. APT sought renewal of the tariff for an additional term of three years. ACSC intervened and argued that the Rider REV should not be renewed. ACSC's main objection to the renewal of the Rider REV is that over the life of its three-year trial period, the Rider REV has proven to be detrimental to customers. While customers saw a credit of \$3.8 million in the first year of its application, over the next two years, customers experienced an \$8.6 million *increase* in rates. Over the life of the trial run of the Rider REV, customers had to pay \$4.8 million in additional rates simply due to the Rider REV. ACSC presented this evidence as proof that the Rider REV harms customers. The evidence conclusively showed that APT is in fact overearning, above its authorized rate of return, due to a combination of both the Rider REV tariff and annual GRIP filings.

Rider REV was originally approved on the alleged grounds that revenues from non-regulated customers are unpredictable. ACSC's testimony, however, showed that this was not the case—unregulated revenues are stable and predictable. APT also claimed that the Rider REV reduces the need for general rate cases. ACSC was also able to refute that claim, as the GRIP statute requires APT to file a rate case periodically.

The Commission's Hearings Examiners held a hearing in late October 2013. The Examiners issued a proposal for decision in December 2013, recommending the renewal of the Rider REV tariff, despite the overwhelming evidence presented by ACSC that Rider REV is not in the public interest. In December, the Commission adopted the Examiners' recommendation without any discussion whatsoever. The Commission issued an order renewing the Rider REV for an additional period. Additionally, the Commission restricted whom may intervene and participate in Rider REV proceedings. ACSC will file its Motion for Rehearing on the Commission's Order on January 10, 2014.

Questions?

If you have questions about any Steering Committee matter or communication, please feel free to contact:

Geoffrey Gay at
(512) 322-5875 or ggay@lglawfirm.com or

Thomas Brocato at
(512) 322-5857 or tbrocato@lglawfirm.com.

They will be happy to answer your question or assist you.



Lloyd Gosselink Rochelle and Townsend, P.C.
816 Congress Avenue Suite 1900
Austin, Texas 78701



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: Consider, discuss and act upon an agreement between Independent Bank-Farmersville and the City of Farmersville regarding street lights

- An agreement between the City of Farmersville and Independent Bank is attached for review.
- A map looking to the North is attached

ACTION: Approve or disapprove agreement as presented.

**AGREEMENT BY AND BETWEEN
INDEPENDENT BANK - FARMERSVILLE
AND THE CITY OF FARMERSVILLE**

This Agreement ("Agreement") is entered into by and between the CITY OF FARMERSVILLE, TEXAS ("City") and the INDEPENDENT BANK FARMERSVILLE BRANCH ("Bank") acting by and through their respective duly authorized representatives. City and Bank may be referred to hereinafter individually and/or collectively as "Party" and/or "Parties," depending upon the context.

WITNESSETH:

WHEREAS, the City recognizes that the Bank is a vital participant in the economic health of the City of Farmersville; and

WHEREAS, the Bank actively supports major City-wide events including Old Time Saturday, the Christmas Parade and Audie Murphy Day by donating to and participating in such events as well as allowing the Bank's parking lots to be used in conjunction with those events; and

WHEREAS, the City Council of the City of Farmersville, Texas, finds that the Bank provides a valuable public service and benefit to the citizens of the City of Farmersville, Texas; and

WHEREAS, the City owns the electric utility system ("Electric Utility") that provides electrical service to the businesses and residents within the City; and

WHEREAS, five street lights ("Street Lights") exist in the eastern and southern parking lots of the Bank ("Parking Lots"), which Bank is located at 223 McKinney Street ("Bank Property") as depicted on Exhibit "A" attached hereto and incorporated herein by reference for all purposes allowed by law; and

WHEREAS, the third-party contractor that was previously responsible for the maintenance and operation of the Electric Utility provided the Bank with support for the Street Lights situated in the Parking Lots located on the Bank Property; and

WHEREAS, the City is taking over the operation and maintenance of the Electric Utility from the third-party contractor; and

WHEREAS, the Parking Lots are situated generally along and adjacent to parking lots owned by the City that are used for numerous City activities; and

WHEREAS, the City Council of the City of Farmersville, Texas, finds that a public purpose exists which may be served by maintaining lighting upon and across the parking lots in this area of the City specifically including the Street Lights; and

WHEREAS, the Bank and City desire to have an agreement regarding the Street Lights situated in the Parking Lots of the Bank Property;

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements contained herein, the Parties hereto mutually agree as follows:

Section 1. The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

Section 2. City hereby agrees to provide electrical power to the electrical meter set on the Bank Property to which the Street Lights are connected.

Section 3. The City will provide and install replacement lamps (lightbulbs) and ballasts for the Street Lights at City's sole cost and expense subject to the availability of then current funds budgeted for such purpose.

Section 4. The Bank will provide at no cost to City all other maintenance, repair, renovation and/or replacement necessary to keep the Street Lights, which are situated in the Parking Lots located on the Bank Property, in good condition and operation including, but not limited to, the poles, wiring, concrete foundations, electric energy and other requirements as needed for the function of the Street Lights.

Section 5. The Bank shall pay for the cost of all electric power delivered to the electrical meter set on the Bank Property including the electrical power necessary to operate the Street Lights situated in the Parking Lots.

Section 6. All notices and communications required or authorized under this Agreement shall be in writing and shall be deemed effective upon receipt (or refusal thereof) when (i) delivered in person, (ii) sent by U.S. Postal Service, postage prepaid, as overnight mail or certified mail, return receipt requested, (iii) delivered by a nationally recognized delivery service for same-day or overnight delivery, or (iv) transmitted by facsimile (with proof of confirmed transmission) to the respective Parties hereto as follows, unless and until otherwise notified:

To the City: Mr. Benjamin L. White
City Manager
205 S. Main Street
Farmersville, Texas 75442
Phone: (972) 784-6093
Fax: (972) 782-6604

To the Bank: _____

President
Independent Bank, Farmersville Branch
PO Box 592
223 McKinney St.
Farmersville, TX 75442
Phone: (972) 782-6181
Fax: (972) 784-6362

Section 7. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

Section 8. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

Section 9. The failure of the City or Bank to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either Party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.

Section 10. For purposes of this Agreement, including its intended operation and effect, the Parties (City and Bank) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Bank or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Bank.

Section 11. This Agreement embodies the entire agreement between the Parties and may only be modified in writing executed by both Parties.

Section 12. This Agreement shall be binding upon the Parties hereto, their successors, heirs, personal representatives and assigns. Neither Party will assign or transfer an interest in this Agreement without the written consent of the other party.

Section 13. It is expressly understood and agreed that, in the execution of this Agreement, the City does not waive, nor shall it be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the

Parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

Section 14. This Agreement shall be effective for a period of one year from the date of execution by both Parties. This Agreement shall thereafter automatically renew from year to year without the necessity of any action by the Parties, unless terminated in accordance with this Agreement.

Section 15. This Agreement may be terminated by any Party hereto upon thirty (30) days written notice to the other Party.

Section 16. Each person signing this Agreement hereby confirms that he or she is duly authorized to execute this Agreement on behalf of that Party.

ATTEST:

INDEPENDENT BANK

By: _____
Independent Bank Secretary

By: _____
President

Date: _____

Date: _____

ATTEST:

CITY OF FARMERSVILLE

By: _____
Name: Edie Sims, City Secretary

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

Date: _____

Date: _____



223 McKinney St, Farmersville, TX 75442

© SPOT IMAGE
© 2014 Google



Imagery Date: 3/11/2014 33°09'45.89" N 96°21'44.28" W elev 636 ft



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: Consider, discuss and act upon adopting a resolution to amend the Personnel Policy regarding a uniform policy

- A resolution is attached for review
- The proposed Uniform Policy will be presented during the Council meeting

ACTION: Approve or disapprove the resolution as presented.

**CITY OF FARMERSVILLE
RESOLUTION # R-2014-0610-002**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE POLICY FOR THE FARMERSVILLE PUBLIC WORKS PERSONNEL UNIFORMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville acknowledges the need to adopt a Policy for the Farmersville Personnel Uniforms by complementing their operating standards; and,

WHEREAS, it is the intention of the City Council to keep uniformity and safety in mind regarding the Personnel Uniform Policy and described further as Exhibit A; and

WHEREAS, the City Council has reviewed the Public Works Personnel Uniform Policy;
NOW, THEREFORE,

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

SECTION 1. The City of Farmersville's Public Works Personnel Uniform Policy is hereby adopted as the official uniform policy for the Public Works Department of the City of Farmersville.

SECTION 2. This Resolution shall take effect immediately from its passage.

SECTION 3. 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 10th day of June, 2014.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: Consider, discuss and act upon health insurance for City employees

- There are six agreements regarding the insurance for review

ACTION: Approve or disapprove the insurance agreements as presented.

(V – G)

COBRA Continuation of Coverage Administrative Agreement

City of Farmersville

October 2014

WHEREAS, the undersigned Employer is an Employer Member of the TML MultiState Intergovernmental Employee Benefits Pool (hereinafter referred to as the "Pool");

WHEREAS, the undersigned Employer sponsors an employee benefit plan;

WHEREAS, the undersigned Employer is responsible for the administration of its employee benefit plan as the Plan Administrator; and

WHEREAS, the undersigned Employer wants the Pool to assist the Employer in complying with the requirements of Continuation of Coverage as required by Federal law.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, the undersigned Employer and the Pool agree as follows:

I. Effective Date

As of the first day of October, 2014, the Pool will commence COBRA Continuation of Coverage administration for the undersigned Employer for all qualifying events occurring thereafter and during the term of this agreement.

II. Employer Duties

1. The undersigned Employer will notify the Pool's Billing/Eligibility Representative assigned to the Employer via FAX or Telephone (with a written follow up) within one (1) business day of a qualifying event, as defined by the COBRA Continuation of Coverage statute and its amendments, or a termination for gross misconduct of a Covered Employee for which the Employer has knowledge. Examples of qualifying events include termination; lump sum or severance settlement; resignation; death; retirement if the employee does not enroll for retiree coverage when offered under the Employer's benefit plan; reduction in hours (including reduction to zero hours), call to duty for military service and absence from work for an injury or illness after all earned sick leave, vacation leave and FMLA has been exhausted.
2. The undersigned Employer will distribute Attachment A, which advises each Covered Individual of their rights and responsibilities under COBRA Continuation of Coverage. The Employer will certify through a letter to the Pool that Attachment A was distributed to all Covered Individuals as of the date the Pool commenced COBRA Continuation of Coverage Administration.
3. The undersigned Employer will distribute Attachment A to all employees who become covered by the Employer's benefit plan after the date the Pool commenced COBRA Continuation of Coverage administration and include verification of the distribution with the enrollment card when it is submitted to the Pool.
4. The undersigned Employer will notify the Pool via FAX or Telephone (with a written follow-up) within one (1) business day of gaining knowledge that a Covered Individual has legally separated, divorced or is no longer eligible for coverage, e.g., the Covered employee or dependent is voluntarily dropped from coverage.
5. The undersigned Employer will notify the Pool at least ten (10) business days prior to any open enrollment period. The notice to the Pool will include the dates of the open enrollment.
6. The undersigned Employer will immediately notify the Pool of any suspected claim, demand or suit arising from the administration of COBRA Continuation of Coverage.

7. To the extent allowed by law, the undersigned Employer will indemnify and hold harmless the Pool and its officers, agents, employees and representatives from all suits, actions, losses, damages (including punitive damages), claims or liability of any type, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees, resulting from the failure of the undersigned Employer to give any notice required by this Agreement. The foregoing reimbursement obligation shall specifically include any medical claim costs incurred by the Pool because of the failure of the Employer to give any notice of an employee termination or other qualifying event. The undersigned Employer will fund this obligation out of current revenues in the year the obligation is determined or will levy a tax to fund the obligation if current revenues are insufficient.
8. Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer no later than the 45th day following the termination or the date a COBRA election notice is mailed to the Employee, whichever is earlier. Any determination of gross misconduct shall be based only on events prior to the termination of employment.

III. Pool Duties

1. The Pool staff will monitor changes in COBRA Continuation of Coverage and the case law which develops interpreting COBRA Continuation of Coverage.
2. The Pool will provide election notices within 14 days of the receipt of notices of qualifying events sent by the Employer.
3. The Pool will provide the appropriate notification letters to the employee or their dependent(s) as required by COBRA Continuation of Coverage statutes. These letters may include any or all of the following:
 - a. benefit availability - initial notice, enrollment card and cost;
 - b. confirmation of enrollment and payment coupons
 - c. notice of termination letters:
 - Failure to reply
 - Failure to make initial payment
 - Failure to make regular payment
 - End of eligibility (no longer qualified)
 - End of eligibility period
 - d. open enrollment
 - e. contribution change and revised payment coupons
 - f. conversion to an individual policy
 - g. Medicare eligibility
 - h. verification of incapacitated child status
4. The Pool will provide the COBRA Continuation of Coverage participants with ID cards, a benefit booklet, and other materials as the need may arise.
5. The Pool will maintain records that all required notifications were sent and copies are available to the Employer upon request.
6. The Pool will collect the required contributions at the maximum amount allowed by law. Upon notice for the Employer under II.1., the Pool has fourteen (14) days to send the COBRA Continuation of Coverage election notice. Once the election notice is mailed the qualifying beneficiary has sixty (60) days to elect COBRA Continuation of Coverage. If the qualified beneficiary elects COBRA Continuation of Coverage the qualified beneficiary has forty-five (45) days from election to make the first payment. If partial payments are made and the payment deficiency is insignificant, Pool contacts the qualified beneficiary for full payment. The qualified beneficiary has thirty (30) days from deficiency notification to make payment. Insignificant payment deficiency is \$50 or 10% of amount due.

7. The Pool will periodically provide the Employer, for their review, with the text of the letter and notices to be used in administering this Agreement. The Pool maintains final authority over the text of these letters and notices. The Pool reserves unto itself the right to modify the letters and notices as may be required pursuant to the COBRA Continuation of Coverage statute, any applicable case law and to promote the efficient administration of the Agreement.
8. As allowed by law, the Pool will indemnify, defend, reimburse, and hold harmless the Employer and its employees from any and all liabilities, claims, demands, or suits arising from or related to the provision of COBRA Continuation of Coverage administrative services unless those liabilities, claims, demands, or suits arise out of the Employer's failure to give any notice as required in II, 1, 2, 3, 4, 5 and 6 of this Agreement. This notice is required by the agreement or by law. The Pool, upon notice by the Employer will immediately investigate, handle, respond to and defend any such claims, demands or suits at the Employer's sole expense. If the liability, claim, demand or suit is based on negligence this contract of indemnity shall apply and the negligence of the Employer and the Pool will be on a percentage basis as in a pure comparative negligence situation under the law.
9. The Pool's responsibilities under this contract are for COBRA Continuation of Coverage that the Employer is required to provide under Federal law, and does not have any responsibility for other benefits such as group life insurance or disability.

IV. Notice

Any notice to be given under this Agreement, other than those in II, 1, 2, 3, 4 and 5 of this Agreement, shall be deemed given and received on the first to occur of the following: (a) actual receipt by the party to be notified; or (b) five days after deposit of such notice in the US Mail system if sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party to be notified at the address of such party set forth below or as designated from time to time in writing by giving not less than ten days in advance notice to the other party. The initial addresses for the Pool and Employer shall be as follows:

Address of Pool

Executive Director
 TML MultiState Intergovernmental Employee Benefits Pool
 Texas Municipal Center
 1821 Rutherford Lane, Suite 300
 Austin, Texas 78754-5151

Address of Employer

City of Farmersville
 205 South Main Street
 Farmersville, Texas 75442

V. Compensation

1. The Employer will pay the Pool a one-time \$50.00 set up fee and a \$0.50 Per Participant Per Month fee for each participating participant per month that enrolls in COBRA Continuation of Coverage.
2. Other special services which may be requested by the Employer but are not contained in this Agreement will be billed at a mutually agreeable hourly rate.

VI. Miscellaneous Provisions

1. This Agreement represents the complete understanding of the parties and may not be modified or amended without the written agreement of both parties.
2. The parties agree that venue for any dispute arising under the terms of this Agreement shall be in Austin, Travis County, Texas.
3. The parties agree that venue for any dispute arising out of the performance under their Agreement shall be in Austin, Travis County, Texas.

4. In performing the administrative services under this Agreement, the Pool may rely without qualification on the information provided by the Employer.
5. The Pool agrees to take over the remaining COBRA Continuation of Coverage administration for any of the Employer's current COBRA Continuation of Coverage participants, without Employer compensation, so long as the Employer furnishes the information necessary to effectuate the transfer.
6. This Agreement is entire as to all of the performance to be rendered under it. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision of this Agreement shall be void and of no force and effect.
7. It is understood that the Pool will charge the COBRA Continuation of Coverage participant the administration fee allowed by the COBRA Continuation of Coverage statute.

VII. Termination

1. Term of this initial Agreement shall be from its effective date through October 1, 2015, at 12:00 a.m. The Employer may annually renew the Agreement for the subsequent twelve (12) month period by executing and returning the Pool's rerate notice and benefit selection for each year.
2. Either party may terminate this Agreement at anytime by giving the other party written notice at least thirty (30) days prior to the specified date.
3. This Agreement terminates, without further notice, on the date the undersigned Employer is no longer an Employer of the Pool.
4. All records in possession of the Pool relating to COBRA Continuation of Coverage administration at termination of the Agreement will be transferred to the Employer within forty-five (45) business days.
5. Should this Agreement terminate for any reason it does not relieve either party of their duties nor obligations during the period when this Agreement was in full force and effect.

This Agreement is entered into for the Employer under authorization of _____, at a duly called meeting held on _____ by _____

(Signature)

(Authorized Official Title)

City of Farmersville

(Employer/Group Name)

(Date)

This Agreement Entered Into and Accepted By:

TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

BY: _____ at Austin, Texas

TITLE: (Executive Director)

(Date)

Attachment A

COBRA Continuation of Coverage (COC) Rights under COBRA

Introduction

You're getting this notice because you have recently gained coverage under a group health plan (the Plan). This notice contains important information about your right to COBRA Continuation of Coverage (COC), which is a temporary extension of coverage under the Plan. **This notice explains COBRA Continuation of Coverage, when it may become available to you and your family and what you need to do to protect the right to receive it.** When you become eligible for COBRA Continuation of Coverage, you may also become eligible for other coverage options that may cost less than COBRA Continuation of Coverage.

The right to COBRA Continuation of Coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA Continuation of Coverage can become available to you and other members of your family when your group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan booklet or contact TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

You may have other options available to you when you lose group health coverage

For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out of pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA Continuation of Coverage?

COBRA Continuation of Coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA Continuation of Coverage must be offered to each person who is a "qualified beneficiary." You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA Continuation of Coverage may be required to pay for coverage depending on the policy of your employer.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of either one of the following qualifying events:

1. Your hours of employment are reduced; or
2. Your employment ends for any reason other than your gross misconduct.

If you're the spouse of the employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of any of the following qualifying events:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);

5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Plan as a “dependent child.”

Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer. The employer may not change its decision of whether or not a termination was for gross misconduct more than the forty-fifth (45th) day after the date employment terminated or the date a COBRA Continuation of Coverage election notice was mailed to the employee, whichever is earlier. Any determination of gross misconduct shall be based on events prior to the termination.

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee’s spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

Please note that COBRA Continuation of Coverage does not include any life benefits. If you had voluntary life coverage, you may convert it to an individual policy within thirty-one (31) days of your qualifying event. Contact your employer’s human resources office for more information and conversion forms.

When is COBRA Continuation of Coverage available?

The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after IEBP has been notified that a qualifying event has occurred. The employer must notify IEBP of the following qualifying events:

1. The end of employment or reduction of hours of employment;
2. Death of the employee;
3. Commencement of a proceeding in bankruptcy with respect to the employer; or
4. The employee’s becoming entitled to Medicare benefits (under Part A, Part B and/or Part C).

You must give notice of some Qualifying Events

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), you must notify IEBP within 60 days after the qualifying event occurs. You must provide notice to: TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

How is COBRA Continuation of Coverage provided?

Once IEBP receives notice that a qualifying event has occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA Continuation of Coverage. Covered employees may elect COBRA Continuation of Coverage on behalf of their spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.

COBRA Continuation of Coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee’s becoming entitled to Medicare benefits (Part A, Part B and/or Part C), your divorce or legal separation or a dependent child’s losing eligibility as a dependent child, COBRA Continuation of Coverage lasts for up to a total of thirty-six (36) months. When the qualifying event is the end of the employment or reduction of the employee’s hours of employment, and the employee became entitled to Medicare benefits less than eighteen (18) months before the qualifying event, COBRA Continuation of Coverage for qualified beneficiaries other than the employee lasts until thirty-six (36) months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA Continuation of Coverage for his spouse and children can last up to thirty-six (36) months after the date of Medicare entitlement, which is equal to twenty-eight (28) months after the date of the qualifying event (thirty-six (36) months minus eight (8) months). Otherwise, when the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA Continuation of Coverage generally lasts for only up to a total of eighteen (18) months. There are three (3) ways in which this eighteen (18) month period of COBRA Continuation of Coverage can be extended.

Active Duty Reservists

If covered by the plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61st) day, which shall then become the Qualifying Event for COBRA Continuation of Coverage purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, IEBP will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the employer within sixty (60) days of the qualifying event. The employer member must notify IEBP that an employee has been called to active duty and submit a copy of the employer member's active reservist policy to IEBP.

Disability extension of COBRA Continuation of Coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify IEBP within sixty (60) days of that determination, you and your entire family may be entitled to receive up to an additional eleven (11) months of COBRA Continuation of Coverage for a total maximum of twenty-nine (29) months. The disability must start at some time before the sixtieth (60th) day of COBRA Continuation of Coverage and must last at least until the end of the eighteen (18) or twenty-four (24) month period of COBRA Continuation of Coverage. You may contact TML MultiState IEBP about a disability determination at 1820 Rutherford Lane, Suite #300, Austin, Texas 78754 or by telephone (800) 282-5385.

Second Qualifying Event extension of COBRA Continuation of Coverage

If your family experiences another qualifying event while receiving eighteen (18) or twenty-four (24) months of COBRA Continuation of Coverage, the spouse and dependent children in your family can get up to eighteen (18) additional months of COBRA Continuation of Coverage, for a maximum of thirty-six (36) months, if IEBP is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA Continuation of Coverage if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child. This extension is available only if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA Continuation of Coverage?

Yes. Instead of enrolling in COBRA Continuation of Coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA Continuation of Coverage. You can learn more about many of these options at www.healthcare.gov.

Adding Dependents

If you are a COBRA Continuation of Coverage participant, you have the same rights to add dependents to your COBRA Continuation of Coverage as an active covered employee. For example, you may add dependents to your COBRA Continuation of Coverage within thirty-one (31) days of marriage or sixty (60) days of the birth, adoption or placement for adoption of a child. Also, you may add dependents to your COBRA Continuation of Coverage during your employer's open enrollment. However, these dependents who were not covered under the Plan before your qualifying event occurred are not qualified beneficiaries and do not have individual COBRA Continuation of

Coverage rights, except for children added within sixty (60) days of birth, adoption or placement for adoption. Children added to your COBRA Continuation of Coverage within sixty (60) days of birth, adoption or placement for adoption are qualified beneficiaries and have their own COBRA Continuation of Coverage rights.

If you have questions

Questions concerning your Plan or your COBRA Continuation of Coverage rights should be addressed to the contact or contacts identified below. State and local government employees seeking more information about their rights under COBRA Continuation of Coverage, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans, can contact the U.S. Department of Health and Human Services' Centers for Medicare and Medicaid Services at:

- http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_fact_sheet.html; or
- http://www.cms.gov/CCIIO/Programs-and-Initiatives/Other-Insurance-Protections/cobra_gna.html

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep TML MultiState IEBP informed of any changes in addresses of family members. You should also keep a copy, for your records, of any notices you send to your employer and TML MultiState IEBP.

Resource	Contact Information	Accessible Hours
TML MultiState Intergovernmental Employee Benefits Pool 1821 Rutherford Lane, Suite 300 Austin, Texas 78754		
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	Visit www.tmlmultistateiebp.org click on the "Login" button click on "Online Customer Care" under the "My Tools" menu	8:30 AM - 5:00 PM Central
TML MultiState IEBP Internet Website:	www.tmlmultistateiebp.org	Twenty-four (24) hours
Medical Notifications:	(800) 847-1213	8:30 AM - 5:00 PM Central
Prescription Authorizations:	(888) 871-4002	
Professional Health Coaches:	(800) 818-2822	8:30 AM - 6:00 PM Central or Scheduled Appointment
Spanish Line:	(800) 385-9952	
Where to Mail Paper Medical Claims:	TML MultiState IEBP PO Box 149190 Austin, Texas 78714-9190	
Where to Mail Paper Prescription Claims:	Restat Patient Reimbursement 11900 W. Lake Park Drive Milwaukee, WI 53224	
Telemedicine:	1-800-Teladoc Teladoc.com	
After Hours and/or Weekend Medical and Mental Healthcare Emergencies:	Call 911 or immediately go to the emergency department.	

Health Reimbursement Service Agreement for Plan Supervisor

This SERVICE AGREEMENT between the City of Farmersville, (Plan Sponsor) and TML MultiState Intergovernmental Employee Benefits Pool, (Plan Supervisor) will be effective on 10/1/14.

WITNESSETH:

Section I

The Plan

- 1.1 The City of Farmersville, (Plan Sponsor) has adopted an Health Reimbursement Arrangement (HRA) under Internal Revenue Service Notice 2002-45. This Plan is offered to all eligible employees who are qualified by employment status.
- 1.2 The Plan Participants are the employees enrolled in the Plan.
- 1.3 All contributions to the Plan shall be deposited in the name of the Plan with a Bank designated by the Plan Supervisor subject to approval of the Plan Sponsor if requested by the Plan Sponsor.
- 1.4 The Plan Sponsor agrees that an HRA is a health plan under Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Plan Sponsor agrees that it is the Plan Sponsor's, and not the Plan Supervisor's, responsibility to ensure that its HRA plan, if any, is compliant with all relevant sections of HIPAA Title II or any other law.

Section II

The Plan Supervisor

- 2.1 The Plan Supervisor shall provide consulting services, and shall assist the Plan Sponsor in the administration of the Flexible Benefits Plan.
- 2.2 The Plan Supervisor shall have the full responsibility for maintaining accounts for each eligible person electing to participate in the Plan. The Plan Supervisor shall arrange for eligible claims payments from funds deposited by the Plan Sponsor as directed by their participating employees. The claims payments shall be made by the Plan Supervisor by issuing a check or draft to the participant upon the Plan Bank Account, if such account is provided for this purpose, in an amount equal to the qualified charges from the submitted claim. The claims submitted by the Plan Participants shall be paid within ten days of receipt by the Plan Supervisor. Paper claim submissions on behalf of the Participant must equal or exceed \$25.00 per submission, except in the final month of the Plan Year. ***Specifications for the HRA plan are stated in the attached HRA Information sheet.***
- 2.3 To the extent that information is available to the Plan Supervisor, the Plan Supervisor shall assist the Plan Sponsor in the preparation of any report, tax return or similar papers required by state or the Federal Government pertaining to the operation or management of the HRA; however, the ultimate responsibility for filing any governmental document shall be with the Plan Sponsor.
- 2.4 The Plan Supervisor shall render periodic reports to each participant, which shall include the following:
 - a. Receipts of the Plan Contributions;
 - b. Disbursement of Plan Contributions through claims payments; and
 - c. Statements of (a) and (b) above shall automatically be provided each Participant following the submission and payment of a qualified claim.

- 2.5 The Plan Supervisor, shall prepare a Plan Document for the HRA sponsored by the Plan Sponsor. The Plan Sponsor shall assume the responsibility of obtaining legal review of the Plan Document.
- 2.6 Unless otherwise provided, the Plan Supervisor is authorized to do all the things necessary or convenient to carry out the terms and purposes of the Plan.

Section III

Procedure for Making and Payment of Claims for Benefits from the Fund

- 3.1 Any covered person may make application for benefits from the Plan as provided by the Plan upon the form or forms provided by the Plan Supervisor. The applicant shall fully and truthfully complete such application for benefits and the applicant shall supply all such pertinent information including copies of paid receipts, as may be required under the Internal Revenue Code and specified by the Plan Supervisor.
- 3.2 The Plan Supervisor shall accept copies of any application for benefits made in the appropriate manner, shall duly investigate and verify the statements made on the application and determine benefit eligibility. If the facts as stated in such application entitle the covered person to receive payment of benefits from the Plan, the Plan Supervisor shall forthwith arrange for the proper payment.
- 3.3 Claim filings shall be mailed/faxed to the person or department designated by the Plan Supervisor. If appropriate, claims could be submitted through the debit card transaction. Claims checks are processed each week. Only paper claims that equal or exceed twenty-five dollars (\$25.00) or more shall be filed with the Plan Supervisor unless said claim is being submitted during the last Plan Month of the Plan Year. During the last month, eligible claims of any amount shall be processed by the Plan Supervisor.
- 3.4 All Plan benefits processed by the Plan Supervisor shall be mailed to the qualified Plan Participant within ten (10) days of approval.

If the Plan Supervisor finds that the Plan Participant is not entitled to a claim payment under the Plan, the claim application shall be denied, all or in part, and returned to the Plan Participant with the Plan Supervisor's reason for denial. The Plan Participant may appeal a denial by the Plan Supervisor to the Plan Sponsor. The Plan Sponsor's determination is final and conclusive upon the covered person.
- 3.5 The Plan Supervisor shall not be liable for any failure or refusal to pay or honor any application for benefits made pursuant to this Agreement; and the Plan Supervisor must be indemnified by the Plan Sponsor for any liability related to its duties herein, and shall be reimbursed by the Plan Sponsor for any expense, loss, damage, or legal fees incurred by the Plan Supervisor in defending any claims or demands made against the Plan Sponsor, the Plan Supervisor or the Plan. This paragraph will not apply for any loss due to the gross negligence or willful misconduct of the Plan Supervisor.

Section IV

Costs of Administrator

- 4.1 The Plan Supervisor shall be entitled to a fee or fees for its service to the Plan and, under this Agreement, the fee shall be paid in the form of an advance start-up costs, a pass through of printing or printing preparation costs and monthly service fee.

Item	Cost	Payable
Setup Fee	\$50.00/Group	One time ⁽¹⁾
Monthly Service Fee ⁽²⁾	\$3.70/Participant Debit \$5.00/Participant Paper	Monthly
Special Reports ⁽³⁾	As agreed upon	30 days following receipt of report

- (1) One time set up fee for each group that enrolls in the HRA Plan.
- (2) Monthly Service Fee includes:
- a) processing contribution;
 - b) processing claims (review and verification);
 - c) paying claims (direct mail to employee);
 - d) paying dependent premium (if applicable);
 - e) employee fund balance statement with each reimbursement; and statement of fund balances and projected year-end balance at close of Plan Year fourth quarter.
- (3) Normal Reports to the Plan Sponsor, at no additional cost are:
- a) initial enrollment verification;
 - b) quarterly fund balance; and
 - c) projected year-end fund balance at the close of the Plan Year fourth quarter.

Section V

The Plan Sponsor

- 5.1 As of the effective date of this Agreement, the Plan Sponsor shall provide the Plan Supervisor with a complete list of all employees who are eligible for benefits under the Plan. The Plan Sponsor shall arrange for enrollment meetings and, with the Plan Supervisor's assistance, complete Plan enrollment.
- 5.2 The Plan Sponsor shall remit contributions to the Plan Supervisor on a monthly (or pay period) basis.
- 5.3 The Plan Sponsor shall forward the appropriate service fees to the Plan Supervisor on the first of each calendar month or in conjunction with the monthly plan fund collections.
- 5.4 The Plan Sponsor shall assist in the enrollment of eligible employees in the Plan, notify the Plan Supervisor of any change of eligibility, cooperate with the Plan Supervisor with regard to proper claim settlement, transmit to the Plan Supervisor proper claim settlement and transmit to the Plan Supervisor all inquiries pertaining to the Plan.
- 5.5 The Plan Sponsor shall be responsible for filing any documents required by the Internal Revenue Service.

Section VI

Termination of the Agreement

- 6.1** This Agreement may be terminated by the Plan Sponsor or the Plan Supervisor by written notice of intention to terminate given to the other party, to be effective as of an annual plan anniversary date. Said written notice shall be given not less than thirty (30) days prior to such termination. The thirtieth (30th) day shall coincide with the last day of a calendar month. The Plan Supervisor may also terminate this agreement following the termination of any medical, dental, or vision coverage provided by the Plan Supervisor to the Plan Sponsor, to be effective upon 10 days written notice sent to the Plan Sponsor, effective on the date specified in the notice. All obligations of the Plan Supervisor related to the relevant rights of the covered Participant to payments of benefits from the Plan will be terminated and extinguished on the effective date of termination given in the notice whether or not the claim for such benefits arose prior to or following the termination of this Agreement. Absent a written notice of termination this agreement will annually renew on the effective date set forth at inception. In no case shall termination by the Plan Supervisor relieve the Plan Sponsor of its obligation to maintain the Plan.

Section VII

Qualifications

- 7.1** To qualify the Plan Sponsor must have on file a current Interlocal Agreement with the TML MultiState Intergovernmental Employee Benefits Pool. The Plan Sponsor must have ten (10) percent of the eligible employees participate in the Plan. Should these qualifications not be met, or maintained, the Plan Supervisor may terminate this agreement pursuant to Section VI.

Section VIII

Miscellaneous Provisions

- 8.1** In the event of resignation or inability to serve as the Plan Supervisor, the Plan Sponsor may appoint a successor.
- 8.2** If during the operation of the Plan, the United States Government, the government of any state or any instrumentality or either shall assess any tax against the Plan and the Plan Supervisor is required to pay such tax, the Plan Supervisor shall report the payment to the Plan Sponsor who will reimburse the Plan Supervisor for such tax or assessment.
- 8.3** The Plan Supervisor shall incur no liability to the Plan Sponsor or to an employee or dependent of the Plan Sponsor for any act or failure to act not directly connected with processing and payment of claims as provided in this Agreement, except where the liability is proximately caused solely by the gross negligence or willful misconduct of the Plan Supervisor. To the extent allowed by law, the Plan Sponsor shall hold the Plan Supervisor harmless from and indemnify it against any and all liability, claims, damages (including punitive or consequential damages), costs, expenses, or fees (legal or otherwise) incurred or paid in connection therewith which might be asserted by the Plan, the Plan Sponsor's employees or other persons for which the Plan Supervisor would not be liable to the Plan Sponsor as set forth above.
- 8.4** Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine.
- 8.5** This Agreement may be amended by the Plan Sponsor and the Plan Supervisor at any time by mutual written consent of said parties.
- 8.6** The Plan Sponsor hereby is designated the agent for service of legal process on behalf of the Plan, in its principal office.

8.7 Funding for the HRA/RRA will be distributed (mark one):

- ☐ Monthly
☐ Annually

If Employer funds Annually, any Employees hired mid-plan year will be funded as follows (mark one):

- ☐ The full Annual funded amount at date of hire
☐ A pro-rated amount (mark one):
☐ Annual rate divisible by 12 months (not to exceed 102% of active rate) \$ _____
☐ Only the Administrative fee of \$3.70
☐ Other \$ _____

If Employer funds Annually and TML MultiState IEBP administers Continuation of Coverage (COC), terminated employees will be billed one of the following for monthly fee (mark one):

- ☐ Annual rate divisible by 12 months (not to exceed 102% of active rate) \$ _____
☐ Only the Administrative fee of \$3.70
☐ Other (not to exceed 102% of active rate) \$ _____

IN WITNESS THEREOF, the Plan Sponsor and the Plan Supervisor have executed this Agreement this _____ day of _____, 20____.

City of Farmersville

K

TML MultiState Intergovernmental Employee
Benefits Pool

By _____

By _____

Name _____

Name Susan L. Smith

Title **MAYOR**

Title Executive Director

Address _____

The HRA Plan Year is _____ to _____.

Retirement Reimbursement Arrangement Addendum

The City of Farmersville has authorized continued participation by retirees (as defined by the Employer's retirement plan) in the foregoing Health Reimbursement Arrangement (HRA) by means of a Retirement Reimbursement Arrangement (RRA). All funds in the HRA at the time of the retirement shall be transferred into the RRA. The operation of the RRA will continue on the same terms and conditions as the HRA with the following employer decisions regarding the Retiree Reimbursement account:

16. Responsibility of the \$3.70 Retiree Reimbursement administration fee
- ☐ Retiree is responsible for the administration fee of \$3.70.
- ☐ Employer will be responsible for the administration fee.
17. Employer Retiree Reimbursement contribution
- ☐ Employer will not make contribution to the RRA.
18. Employer will make monthly contribution to the RRA in the amount of \$_____.
Monthly contributions to the RRA shall be made in an amount authorized, paid and deposited by Employer.

In the case of the death, divorce, or other qualifying event (as defined by federal law) of the retiree, any surviving, previously RRA enrolled dependents of the retiree may elect any legally required continuation of coverage (COC) of the remaining benefits from the RRA, reduced by the monthly fee described above. In no case shall the liability of the Employer for the combined RRA/COC benefits of the qualified beneficiaries exceed the balance of the RRA at the time of the retiree's death.

ADOPTED:

City of Farmersville



By

(Signature)

Name

Title

Address

Date

MAYOR



PLAN YEAR 2014 - 2015

HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLAN

City of Farmersville

Resource	Contact Information	Accessible Hours
TML MultiState Intergovernmental Employee Benefits Pool 1821 Rutherford Lane, Suite 300 Austin, Texas 78754		
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	Visit www.tmlmultistateiebp.org click on the "Login" button click on "Online Customer Care" under the "My Tools" menu	8:30 AM - 5:00 PM Central
TML MultiState IEBP Internet Website:	www.tmlmultistateiebp.org	Twenty-four (24) hours
Medical Notifications:	(800) 847-1213	8:30 AM - 5:00 PM Central
Prescription Authorizations:	(888) 871-4002	
Professional Health Coaches:	(800) 818-2822	8:30 AM - 6:00 PM Central or Scheduled Appointment
Spanish Line:	(800) 385-9952	
Where to Mail Paper Medical Claims:	TML MultiState IEBP PO Box 149190 Austin, Texas 78714-9190	
Where to Mail Paper Prescription Claims:	Restat Patient Reimbursement 11900 W. Lake Park Drive Milwaukee, WI 53224	
Telemedicine:	1-800-Teladoc Teladoc.com	
After Hours and/or Weekend Medical and Mental Healthcare Emergencies:	Call 911 or immediately go to the emergency department.	

Article I

Introduction

1.1 Establishment of Plan

The City of Farmersville hereby adopts the TML MultiState Intergovernmental Employee Benefits Pool Health Reimbursement Arrangement (HRA) Plan (the "Plan") effective 10/1/14 (the "Effective Date") as established by the TML MultiState Intergovernmental Employee Benefits Pool for adoption by Member political subdivisions of the Risk and Non-Risk members of the Pool. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is intended to permit an Eligible Employee to obtain reimbursement of Eligible Medical Care Expenses on a nontaxable basis from the HRA Account.

1.2 Legal Status

This Plan is intended to qualify as an employer-provided medical reimbursement plan under Code §§105 and 106 and regulations issued thereunder, and as a health reimbursement arrangement as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. The Medical Care Expenses reimbursed under the Plan are intended to be eligible for exclusion from participating employees' gross incomes under Code § 105(b).

Article II

Definitions

2.1 Definitions

"Administrator" means TML MultiState Intergovernmental Employee Benefits Pool.

"Adopting Employer" means a political subdivision thereof that adopts this Plan by completing and executing an Adoption Agreement.

"Adoption Agreement" means the separate agreement, or portions thereof, completed and executed by an Adopting Employer setting forth the Adopting Employer's selection of options under the plan.

"Benefits" means the reimbursement benefits for Medical Care Expenses described under Article VI.

"Claims Administrator" means the entity designated by and under contract with the Plan Administrator to perform certain administrative functions with respect to the Plan, including, but not limited to, claims administration and recordkeeping. If no such entity is designated by the Plan Administrator, the Plan Administrator shall serve as the Claims Administrator.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compensation" means the wages or salary paid to an Employee by the Employer.

"Covered Individual" means a Participant, Spouse or Dependent.

"Dependent" means any individual who is enrolled on the Health Benefits Plan and is also a tax dependent of the Participant as defined in Code § 152, with the following exception: any child to whom Code § 152(e) applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year) is treated as a dependent of both parents.

Notwithstanding the foregoing, the HRA Account will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent."

"Effective Date" of this Plan has the meaning described in Section 1.1.

"Eligible Employee" means an Employee who works for the Employer on a regular basis in the usual course of the Employer's business. To be considered an Eligible Employee, the person must work at least twenty (20) hours per week, and must receive all benefits of an Employee, including but not limited to vacation, sick leave and pension. An Eligible Employee who is on paid or unpaid leave under the Family and Medical Leave Act of 1993 (FMLA) will be considered an active Eligible Employee for the purposes of this Plan. An elected official while holding office is considered an Eligible Employee for purposes of this Plan.

"Employer" means TML MultiState Intergovernmental Employee Benefits Pool or any related Member Employer that adopts this Plan with administrative approval of TML MultiState Intergovernmental Employee Benefits Pool.

"Employment Commencement Date" means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

"Employer Contribution" means a non-elective contribution in an amount not less than \$25.00 per employee per month made by the Adopting Employer on behalf of each Participant in the Plan. The Employer contribution is an amount that has not been actually or constructively received by the Participant, and it is made available to the Participant exclusively for reimbursement under the Plan.

"Enrollment Form" means any form that may be provided by the Administrator for the purpose of allowing an eligible Employee to participate in this Plan.

"FMLA" means the Family and Medical Leave Act of 1993, as amended.

"Health FSA" means a Health Flexible Spending Arrangement as defined in Prop. Treas. Reg. § 1.125-2, Q/A-7(a).

"Health Benefits Plan" means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a group or partially self-funded health plan(s).

"Health Care Expense" shall not include any expense not described as an eligible HRA expense in IRS Revenue Ruling 2002-41 and IRS Notice 2002-45. If Health Care Expense is defined to include health insurance premiums and the adopting Employer sponsors a cafeteria plan, Health Care Expense shall not include premiums that may be paid on a pre-tax basis in accordance with the terms of such cafeteria plan, which may include premiums for major medical coverage provided by the Employer and premiums for coverage under an insurance contract, health maintenance organization agreement, or other benefit agreement providing coverage issued on a non-group, individual basis.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"HRA" means a Health Reimbursement Arrangement as defined in IRS Notice 2002-45.

"HRA Account" means the HRA Account described in Section 6.4.

"HSA" means a Health Savings Account held in conjunction with a High Deductible Health Plan as described in 26 U.S.C §223.

"Medical Care Expenses" has the meaning defined in Section 6.2.

"Open Enrollment Period" with respect to a Plan Year means a period of time at some point preceding the Plan Year, or such other period as may be prescribed by the Administrator.

"Participant" means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III.

"Period of Coverage" means the plan year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the plan year following the date participation commences; and (b) for Employees who terminate participation, it shall mean the portion of the plan year prior to the date participation terminates, as described in Section 3.2. A different Period of Coverage (e.g., monthly) may be established by the Administrator and communicated to Participants.

"Plan" means the TML MultiState Intergovernmental Employee Benefits Pool HRA Plan as set forth herein and as amended from time-to-time.

"Plan Year" means the twelve (12) month period beginning and ending as indicated in the Adoption Agreement. The initial Plan Year may be a "short" Plan Year beginning and ending as indicated in the Adoption Agreement.

"Protected Health Information" shall have the meaning described in 45 C.F.R. § 160.103 and generally includes individually identifiable health information held by, or on behalf of, the Plan.

"QMCSO" means a qualified medical child support order, as defined in ERISA § 609(a).

"Spouse" means an individual who is enrolled on the Health Benefits Plan and is also legally married to a Participant under the laws of any state, who is the opposite gender from the Participant.

"USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Article III

Eligibility and Participation

3.1 Enrollment Requirements

The names, social security numbers, genders, and birth dates of all persons in a family enrolling in the Plan will be provided to the Administrator on an enrollment form or a change form signed and dated by the Participant and Employer and received by the Administrator.

a. Employees

To receive coverage, TML MultiState IEBP must receive enrollment information within 31 days of the commencement of employment with the Employer regardless if the employer has a waiting period, or within 31 days of the date the Employer first offers coverage. Upon timely enrollment, an Eligible Employee's coverage will begin the later of:

1. the date the Eligible Employee became an Active Employee of the Employer working at least 20 hours per week; or
2. the date the Eligible Employee completes any waiting period established by the Employer.

Eligible Employees must enroll within the initial enrollment period, a qualifying event or wait until the next Open Enrollment period.

b. Dependents

To cover Dependents under the Health Reimbursement Arrangement, at the time of initial enrollment or during an Open Enrollment period, a Participant must furnish to the Administrator, in writing, the names of his or her Dependents eligible to receive benefits under the HRA Plan. Coverage for Dependents enrolled at the time of initial enrollment will be effective on the same date that the Participant's coverage is effective. Coverage for Dependents enrolled during an open enrollment period will be effective on the first day of the Plan Year following the open enrollment period.

During the Plan Year, certain qualifying events will permit a Participant to add a Dependent(s) other than during an Open Enrollment period. The Participant must add a Dependent(s) within 31 days of the qualifying event and must submit documentation of the qualifying event to the Administrator, when requested or wait until the next Open Enrollment period. Coverage for Dependents enrolled within 31 days of a qualifying event will be effective the first day of the month following the Administrator's receipt of an approved enrollment form and any required documentation. Except, in the case of a newborn child, the Participant has 60 days from the child's date of birth to add the child, and, when enrolled within 60 days, coverage for the newborn child will be effective on the child's date of birth.

Qualifying events are:

1. marriage;
2. within sixty (60) days of the birth, adoption or placement for adoption of a child;
3. qualifying for or losing eligibility under Medicaid or SCHIP;

4. loss of coverage due to termination of a Spouse's employment;
5. loss of coverage due to change from full-time to part-time of the Spouse's employment;
6. loss of coverage due to an unpaid leave of absence from the Spouse's employment;
7. a significant increase (i.e., an increase of at least 10%) in the cost of health coverage under the Spouses Employer-sponsored health plan; and
8. any other qualifying described by federal regulation.

c. Mentally or Physically Handicapped Children

If a child of a covered individual attains the age of twenty-six (26) (at which time coverage would normally terminate) but the child is mentally or physically incapable of supporting themselves and primarily dependent upon you for support, coverage may be continued. You must submit satisfactory proof of the child's incapacity to the Group Benefits Administrator within thirty-one (31) days of the date the child attains the age of twenty-six (26). Coverage may continue for such child as long as the incapacity continues, subject to payment of the required contribution and all other terms of the Plan.

The Group Benefits Administrator may require satisfactory proof of the continued incapacity documented as a disability by the Social Security Administration (SSA). The Group Benefits Administrator may have a physician examine the child or may request proof to confirm the incapacity, but not more often than once a year. If you fail to submit proof when reasonably required or refuse to allow the Group Benefits Administrator to have the child examined, then coverage for the child will terminate.

d. Active Duty Reservists

If covered by the plan as an employee at the time of call to active duty, participants who are active duty reservists or guard members and their covered Dependents can maintain eligibility on the HRA Plan for up to 24 months. The date on which the Participant's absence begins is the qualifying event for Continuation of Coverage (COBRA) to be offered to the reservist or guard member. If a fire fighter or police officer employed by a Texas municipality is called to active duty for any period, the employing municipality must continue to maintain any health, dental or life coverage received through the date the fire fighter or police officer was called to active military duty until the municipality receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, TML MultiState Intergovernmental Employee Benefits Pool will follow the time guidelines for COBRA under 42 U.S.C.A. 300bb-1 *et seq.* To qualify for this coverage, the Participant must give written notice to the Employer within 60 days of the qualifying event. The Employer must notify TML MultiState Intergovernmental Employee Benefits Pool that a Participant has been called to active duty and submit a copy of the Employer's Active Reservist Policy.

Under 38 USCA § 4316, an employee who is called for military leave may have rights to COBRA Continuation of Coverage for up to twenty-four (24) months and a right to reemployment once he/she is discharged from active military service.

If the Participant will be on active duty for 31 days or less, the Employer will keep the Participant on the plan with no change in coverage. If the Participant will be on active duty for more than 31 days, the Employer will notify TML MultiState Intergovernmental Employee Benefits Pool of the qualifying event and submit a copy of the employee's written order for call to duty.

If TML MultiState Intergovernmental Employee Benefits Pool administers COBRA Continuation of Coverage, Employer must notify TML MultiState Intergovernmental Employee Benefits Pool by sending a Qualifying Event Notice and mark the qualifying event "Called to Active Duty" and attach a copy of the employee's written order for the call to duty. If the Employer administers its own COBRA Continuation of Coverage, the Employer must notify TML MultiState Intergovernmental Employee Benefits Pool of the termination if call to active duty is more than thirty-one (31) days. The Employer is responsible for all required notices.

Section 143.072, Texas Local Government Code may require an employer to "continue to maintain" coverage on a police officer or fire fighter while he/she is on military leave if the employer has adopted civil service requirements and the leave has been approved by the Fire Fighters' and Police Officers' Civil Service

Commission. This section only applies if the employer meets the requirements of Chapter 143 of that Code, including having a population of 10,000 or more and voted to adopt the applicable provisions of the law.

For the Participant to return to the HRA plan and continue his or her benefits with no waiting period, the Participant must return to work within the time periods required by state and federal law for such return.

The additional 2% contribution for Continuation of Coverage is not charged for (1) a Participant called to active duty or (2) a surviving spouse or dependent who continues coverage pursuant to Chapter 615, Texas Government Code.

3.2 Termination Date of Coverage

Information concerning rights to COBRA Continuation of Coverage is in the section of this Plan on COBRA Continuation of Coverage.

a. Participant Coverage

Coverage will terminate on the earliest of:

1. the date this Plan terminates coverage with the employer;
2. the date the Employer is no longer participating under this Plan; or
3. upon Employee termination, the terminated Employee has continued access to the HRA as specified in c. below, and in compliance with regulatory guidelines.

b. Dependent Coverage

Coverage will terminate on the earliest of:

1. the end of the month the covered individual's employment terminates, if contributions are paid, or the date the covered individual ceases to be an active Employee;
2. the end of the month in which a Dependent no longer meets the definition of Dependent under this Plan;
3. the date this Plan terminates coverage with the employer;
4. the date the dependent becomes enrolled in Medicaid;
5. the end of the month in which a dependent child attains age twenty-six (26);
6. the date the Employer is no longer participating under this Plan; or
7. the end of the month the Participant voluntarily drops Dependent coverage.

Coverage for a Dependent cannot extend beyond the date coverage for the active Employee ends, unless required by Section 615.071 of Chapter 615 of the Government Code for survivors of certain employees described in Section 615.003 of the Chapter who are killed in the line of duty. Section 615.075(c) requires that the survivor must give the employer notice of election to purchase coverage within 180 days of the decedent's death.

c. Termination of Coverage

Coverage may terminate as follows:

1. The end of the month in which the Covered Individual voluntarily drops coverage.
2. If an Employee terms with the Employer the HRA funds may be accessed as a COBRA benefit. To access the HRA funds under the COBRA benefit, the COBRA participant will have to make an HRA deposit monthly per the HRA funding requirements that the Employer has implemented. If the Employer charges a 2% administrative fee on the COBRA services the COBRA participant will have to pay the HRA monthly deposit requirement plus 2%. At this time the HRA COBRA benefit can be accessed without accessing COBRA on the Medical Plan.
3. Upon expiration any COBRA benefit coverage, any remaining HRA funds held for that Participant revert to the Employer.
4. If the Employee elects to draw pension benefits through the retirement plan of the Employer, following a rollover of HRA funds to a Retiree Reimbursement Arrangement (RRA) if such an RRA program has been established by the Employer.

5. If the Employer terminates with the Pool, the HRA funds will be submitted to the Employer and the Employer will need to find a new HRA administrator and an administrator that will administer the HRA COBRA benefit.
6. If the Employer stays with the Pool, but terminates providing the HRA plan, the HRA excess monies would go back to the Employer following the termination of that benefit.
7. The HRA can never have cash value to the Employee. It can never be cashed out.
8. Access to the HRA money as a COBRA benefit will operate under the COBRA rules. If you have any questions, please call TML MultiState IEBP customer care at 800-348-7879.

d. Coordination with Cafeteria Plan

To the extent the Adopting Employer also sponsors a medical reimbursement program as part of its cafeteria plan within the meaning of Section 125 of the Code, a Participant participates in the medical reimbursement program, and the Participant or a Covered Individual covered through such a Participant incurs an eligible Health Care Expense that is also eligible for reimbursement under the medical reimbursement program, which program pays first is described in the Adoption Agreement.

Article IV

Method and Timing of Enrollment

4.1 Enrollment When First Eligible

An Employee who first becomes eligible to participate in this Plan will commence participation on the first day of the month after the eligibility requirements have been satisfied, provided that an Enrollment Form, if such is necessary, is submitted to the Administrator before the first day of the month in which participation will commence. Once enrolled, the Eligible Employee's participation will continue from month-to-month and year-to-year until the Eligible Employee's participation ceases pursuant to Article III. The Enrollment Form shall identify the Spouse and Dependents whose medical expenses may be submitted to the HRA. The Participant must promptly notify the Administrator if this information changes.

Article V

Benefits Offered and Method of Funding

5.1 Benefits Offered

When an Eligible Employee becomes a Participant in accordance with Articles III and IV, an HRA Account will be established for such Participant to receive Benefits in the form of reimbursements for Eligible Medical Care Expenses, as described in Article VI. In no event shall Benefits be provided in the form of cash or any other taxable or nontaxable benefit other than reimbursement for Medical Care Expenses.

5.2 Employer and Participant Contributions

- a. *Employer Contributions.* The Employer funds the full amount of the HRA Accounts in an amount established by the Employer. Nothing in this plan shall be interpreted to restrict the Employer from changing prospective contributions on a month-to-month basis.
- b. *Participant Contributions.* There are no Participant contributions for Benefits under the Plan.
- c. *No Funding Under Cafeteria Plan.* Under no circumstances will the Benefits be funded with salary reduction contributions, Employer contributions (e.g., flex credits) or otherwise under a cafeteria plan, nor will salary reduction contributions or Employer contributions be treated as Employer contributions to the Plan.

5.3 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer. Nothing herein will be construed to require the Employer or the Administrator to maintain any fund or to segregate any amount for the benefit of any Covered Individual, and no Covered Individual or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid.

Article VI

Health Reimbursement Benefits

6.1 Benefits

The Plan will reimburse Participants for Medical Care Expenses up to the unused amount in the Participant's HRA Account, as set forth and adjusted under Section 6.4.

6.2 Eligible Medical Care Expenses

Under the HRA Account, a Participant may receive reimbursement for Eligible Medical Care Expenses incurred during a HRA Period of Coverage.

- a. *Incurred.* A Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished, and not when the individual incurring the expense is formally billed for, is charged for or pays for the medical care. Medical Care Expenses incurred before a Covered Individual first becomes covered by the Plan are not eligible.
- b. *Medical Care Expenses Generally.* "Medical Care Expenses" means expenses incurred by a Participant or by his or her Spouse or Dependents for medical care, as defined in Code § 213 (including, for example, amounts for certain hospital bills, doctor and dental bills and prescription drugs). Reimbursements due for Medical Care Expenses incurred by the Participant or the Participant's Spouse or Dependents shall be charged against the Participant's HRA Account. Reimbursement for expenses incurred for a medicine or a drug shall be treated as a reimbursement for medical expenses only if such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin.
- c. *Cannot Be Reimbursed or Reimbursable From Another Source.* Medical Care Expenses can only be reimbursed to the extent that the Participant or other person incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through the Health Benefits Plan, other health coverage or any other accident or health plan (but see Section 6.8 if the other health plan is a Health FSA Account). If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Health Benefits Plan imposes copayment or deductible limitations), the HRA Account can reimburse the remaining portion of such Medical Care Expense if it otherwise meets the requirements of this Article VI.
- d. The Plan does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are payable under any worker's compensation law or other employer, union or association.
- e. The Plan does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are received by the Participant under any health and accident insurance policy or program, whether or not premiums are paid by the Adopting Employer or by the Participant, the Participant's Spouse or the Participant's Dependent Child.

6.3 Maximum Benefits

- a. *Maximum Benefits.* The maximum dollar amount that may be credited to an HRA Account for an Employee who participates for an entire 12-month Period of Coverage shall be determined by the Employer. Unused amounts may be carried over to the next Period of Coverage, as provided in Section 6.5.
- b. *Changes.* For subsequent plan years, the maximum dollar limit may be changed by the Employer and shall be communicated to Employees through the Enrollment Form, the Schedule of Medical Expense Benefits or Plan document.

- c. *Nondiscrimination.* Reimbursements to highly compensated Individuals may be limited or treated as taxable compensation to comply with Code § 105(h), as may be determined by the Administrator in its sole discretion.

6.4 Establishment of Account

The Administrator will establish and maintain an HRA Account. The HRA Account so established will reimburse eligible medical expenses per Section 213.

- a. *Crediting of Accounts.* A Participant's HRA Account will be credited at the beginning of each month with an amount equal to the applicable maximum dollar limit for the Period of Coverage divided by the number of months in that Period of Coverage (e.g., divided by 12 in a 12-month Plan Year), increased by any carryover of unused HRA Account balance from a prior Period(s) of Coverage.
- b. *Debiting of Accounts.* A Participant's HRA Account will be debited during each Period of Coverage for any reimbursement of Medical Care Expenses incurred during the Period of Coverage.
- c. *Available Amount.* The amount available for reimbursement of Medical Care Expenses is the amount credited to the Participant's HRA Account under subsection (a) reduced by prior reimbursements debited under subsection (b).

6.5 Carryover of Accounts

If any balance remains in the Participant's HRA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, such balance shall be carried over to the next HRA Plan Year to reimburse the Participant for eligible Medical Care Expenses incurred during a subsequent Period of Coverage.

6.6 Reimbursement Procedure

- a. *Timing.* In cases where a debit card tied to the HRA Account is not used, within 30 days after receipt by the Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical Care Expenses (if the Administrator approves the claim), or the Administrator will notify the Participant that his or her claim has been denied (see Section 8.1 regarding procedures for claim denials and appeals procedures). This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a reimbursement claim is incomplete. The Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete an incomplete reimbursement claim.
- b. *Claims Substantiation.* A Participant who seeks Benefits may apply for reimbursement by submitting an application in writing to the Administrator in such form as the Administrator may prescribe, by no later than the last day of the third month following the close of the Plan Year in which the Medical Care Expense was incurred, setting forth:
 - the person or persons on whose behalf Medical Care Expenses have been incurred;
 - the nature and date of the Medical Care Expenses so incurred;
 - the amount of the requested reimbursement; and
 - a statement that such Medical Care Expenses have not otherwise been reimbursed and are not reimbursable through any other source and that Health FSA Account coverage, if any, for such Medical Care Expenses has been exhausted.

The application shall be accompanied by bills, invoices or other statements from an independent third party showing that the Medical Care Expenses have been incurred and the amounts of such Medical Care Expenses, together with any additional documentation that the Administrator may request.

- c. *Claims Denied.* For reimbursement claims that are denied, see the appeals procedure in Article VIII.
- d. *Claim filing Deadline.* A claim for reimbursement of expenses under the HRA must be submitted to the Administrator within 360 days of the incurred date within the HRA plan year.

6.7 COBRA Continuation of Coverage

a. Introduction

The right to COBRA Continuation of Coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA Continuation of Coverage can become available to you and other members of your family when your group health coverage would otherwise end. For more

information about your rights and obligations under the Plan and under federal law, you should review the Plan booklet or contact TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

b. What is COBRA Continuation of Coverage?

COBRA Continuation of Coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a “qualifying event.” Specific qualifying events are listed later in this notice. After a qualifying event, COBRA Continuation of Coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA Continuation of Coverage may be required to pay for coverage depending on the policy of your employer.

If you’re an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of either one of the following qualifying events:

1. Your hours of employment are reduced; or
2. Your employment ends for any reason other than your gross misconduct.

If you’re the spouse of the employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

1. Your spouse dies;
2. Your spouse’s hours of employment are reduced;
3. Your spouse’s employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of any of the following qualifying events:

1. The parent-employee dies;
2. The parent-employee’s hours of employment are reduced;
3. The parent-employee’s employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Plan as a “dependent child.”

Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer. The employer may not change its decision of whether or not a termination was for gross misconduct more than the forty-fifth (45th) day after the date employment terminated or the date a COBRA Continuation of Coverage election notice was mailed to the employee, whichever is earlier. Any determination of gross misconduct shall be based on events prior to the termination.

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee’s spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

Please note that COBRA Continuation of Coverage does not include any life benefits. If you had voluntary life coverage, you may convert it to an individual policy within thirty-one (31) days of your qualifying event. Contact your employer’s human resources office for more information and conversion forms.

c. When is COBRA Continuation of Coverage Available?

The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after IEBP has been notified that a qualifying event has occurred. The employer must notify IEBP of the following qualifying events:

1. The end of employment or reduction of hours of employment;
2. Death of the employee;

3. Commencement of a proceeding in bankruptcy with respect to the employer; or
4. The employee's becoming entitled to Medicare benefits (under Part A, Part B and/or Part C).

d. Participant Must Give Notice of Some Qualifying Events

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify IEBP within 60 days after the qualifying event occurs. You must provide notice to: TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.

e. How is COBRA Continuation of Coverage Provided?

Once IEBP receives notice that a qualifying event has occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA Continuation of Coverage. Covered employees may elect COBRA Continuation of Coverage on behalf of their spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.

COBRA Continuation of Coverage is a temporary continuation of coverage. When the qualifying event is the death of the Participant, the Participant's becoming entitled to Medicare benefits (Part A, Part B and/or Part C), divorce or legal separation of the Participant from his or her Spouse or a Dependent child's losing eligibility as a Dependent child, COBRA Continuation of Coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the Participant's hours of employment, and the Participant became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA Continuation of Coverage for qualified beneficiaries other than the Participant lasts until 36 months after the date of Medicare entitlement. For example, if a Participant becomes entitled to Medicare 8 months before the date on which his or her employment terminates, COBRA Continuation of Coverage for the Participant's Spouse and Dependent children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the Participant's hours of employment, COBRA Continuation of Coverage generally lasts for only up to a total of 18 months. There are three (3) ways in which this 18-month period of COBRA Continuation of Coverage can be extended.

f. Active Duty Reservists

If covered by the plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.

If a fire fighter or police officer is called to active duty for any period, the employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61st) day, which shall then become the Qualifying Event for COBRA Continuation of Coverage purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, TML MultiState IEBP will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the employer within sixty (60) days of the qualifying event. The employer member must notify TML MultiState IEBP that an employee has been called to active duty and submit a copy of the employer member's active reservist policy to TML MultiState IEBP.

g. Disability extension of COBRA Continuation of Coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and the Participant notifies TML MultiState Intergovernmental Employee Benefits Pool in a timely fashion, the Participant and any of his or her Dependents may be entitled to receive up to an additional 11 months of COBRA Continuation of Coverage for a total maximum of 29 months. The disability must start at some time

before the 60th day of COBRA Continuation of Coverage and must last at least until the end of the eighteen (18) or twenty-four (24) month period of COBRA Continuation of Coverage.

h. Second Qualifying Event extension of COBRA Continuation of Coverage

If your family experiences another qualifying event while receiving eighteen (18) or twenty-four (24) months of COBRA Continuation of Coverage, the spouse and dependent children in your family can get up to eighteen (18) additional months of COBRA Continuation of Coverage, for a maximum of thirty-six (36) months, if IEBP is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA Continuation of Coverage if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child. This extension is available only if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

i. Are there other coverage options besides COBRA Continuation of Coverage?

Yes. Instead of enrolling in COBRA Continuation of Coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA Continuation of Coverage. You can learn more about many of these options at www.healthcare.gov.

6.8 Coordination of Benefits: Health FSA to Reimburse First

Benefits under this Plan are intended to reimburse Participants solely for Medical Care Expenses not previously reimbursed or reimbursable elsewhere. To the extent that an otherwise eligible Medical Care Expense is payable or reimbursable from another source, that other source shall pay or reimburse prior to payment or reimbursement from this Plan. Without limiting the foregoing, if the Participant's Medical Care Expenses are covered by both this Plan and by a Health FSA, then this Plan is not available for reimbursement of such Medical Care Expenses until after amounts available for reimbursement under the Health FSA Account have been exhausted. If the Participant's Medical Care Expenses are covered by both this Plan and by a Health Savings Account, then this Plan is not available for reimbursement (except for preventive care) of such Medical Care Expenses until the deductible on the accompanying High Deductible Health Plan has been met.

Article VII

HIPAA Privacy and Security

7.1 Permitted Disclosure of Enrollment/Non-enrollment Information

The Plan may disclose to the Employer information on whether an individual is participating in the Plan.

7.2 Permitted Uses and Disclosures of Summary Health Information

The Plan may disclose Summary Health Information to the Employer, provided that the Employer requests the Summary Health Information for the purpose of modifying, amending or terminating the Plan. "Summary Health Information" means information (1) that summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a Health Plan; and (2) from which the information described at 42 CFR § 164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR § 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit ZIP code.

Article VIII

Appeals Procedure

8.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, appeals shall be reviewed in accordance with the appeal provision in the Benefit Plan. Appeals must be made in writing and submitted within 180 days of the denial of benefits.

8.7 Submission & Consideration of Comments

Authorized representatives will have the opportunity to submit documents, written comments, or other information in support of the appeal. The review of the adverse benefit determinations will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

Article IX

Recordkeeping and Administration

9.1 Administrator

The administration of this Plan shall be under the supervision of the Administrator. It is the principal duty of the Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

9.2 Powers of the Administrator

The Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters there under, and all determinations of the Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following discretionary authority:

- a. To construe and interpret this Plan, including all possible ambiguities, inconsistencies and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan;
- b. To prescribe procedures to be followed and the forms to be used by Eligible Employees and Participants to enroll in and submit claims pursuant to this Plan;
- c. To prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Administrator determines to be appropriate;
- d. To request and receive from all Eligible Employees and Participants such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- e. To furnish each Eligible Employee and Participant with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;
- f. To receive, review and keep on file such reports and information concerning the benefits covered by this Plan as the Administrator determines from time-to-time to be necessary and proper;
- g. To appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- h. To sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- i. To secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and

- j. To maintain the books of accounts, records and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

9.3 Reliance on Participant, Tables, etc.

The Administrator may rely upon the information submitted by an Eligible Employee or Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by an Eligible Employee or Participant. The Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys or other experts employed or engaged by the Administrator.

9.4 Provision for Third-Party Plan Service Providers

The Administrator may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

9.5 Fiduciary Liability

To the extent permitted by law, the Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

9.6 Health Benefits Plan Contracts

The Employer shall have the right (a) to enter into a contract with one or more vendors for the purposes of providing any Benefits under the Plan; and (b) to replace any of such vendors or contracts. Any dividends, retroactive rate adjustments or other refunds of any type that may become payable under any such contract shall not be assets of the Plan but shall be the property of, and be retained by, the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such contract.

9.7 Inability to Locate Payee

If the Employer is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date that any such payment first became due.

9.8 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an individual, or the allocations made to the account of any Participant, or the amount of Benefits paid or to be paid to a Participant or other person, the Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 105, the regulations issued thereunder or other applicable law, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will, in its judgment, accord to such Participant or other person the credits to the HRA Account or distributions to which he or she is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

Article X

General Provisions

10.1 Expenses

All reasonable eligible expenses incurred in administering the Plan are currently paid by the Employer.

10.2 No Contract of Employment

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Eligible Employee and the Employer to the effect that such Eligible Employee will be employed for any specific period of time. All Eligible Employees are considered to be employed at the will of the Employer.

10.3 Amendment and Termination

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Administrator may amend or terminate all or any part of this Plan at any time for any reason by resolution of the Administrator's Board of Trustees or by any person or persons authorized by the Board of Trustees to take such action, and any such amendment or termination will automatically apply to the Member Employers that are participating in this Plan.

10.4 Governing Law

This Plan shall be construed, administered and enforced according to the laws of the State of Texas to the extent not superseded by the Code or any other federal law.

10.5 Code Compliance

It is intended that this Plan meet all applicable requirements of the Code, and of all regulations issued thereunder. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause or provision of this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting part, clause or provision of this Plan shall be deemed superseded to the extent of the conflict.

10.6 No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state and local income tax purposes, and to notify the Administrator if the Participant has any reason to believe that such payment is not so excludable.

10.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes or other taxes from such payments or reimbursements.

10.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

10.9 Headings

The headings of the various Articles and Sections (but not subsections) are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

10.10 Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

10.11 Severability

Should a court of competent jurisdiction subsequently invalidate any part of this Plan, the remainder of the Plan shall be given effect to the maximum extent possible.

10.12 Compensation and Expenses

The Claim Administrator shall be entitled to reasonable fees for its services hereunder, which shall be described in an administrative services agreement incurred by the Claims Administrator in connection with the Plan.

10.13 Family and Medical Leave Act of 1993 ("FMLA")

Notwithstanding any provision of this Plan to the contrary, this Plan shall be cooperated and maintained in a manner consistent with FMLA, to the extent the Adopting Employer is subject to such law.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the TML MultiState Intergovernmental Employee Benefits Pool HRA Plan, Employer has caused this Plan to be executed in its name and on its behalf, on this _____ day of _____, 20____.

City of Farmersville



By: _____

Mayor



PLAN YEAR 2014 - 2015

**LIMITED POST DEDUCTIBLE
HEALTH REIMBURSEMENT
ARRANGEMENT (HRA) PLAN**

City of Farmersville

Resource	Contact Information	Accessible Hours
TML MultiState Intergovernmental Employee Benefits Pool 1821 Rutherford Lane, Suite 300 Austin, Texas 78754		
Customer Care Helpline:	(800) 282-5385	8:30 AM - 5:00 PM Central
Secured Customer Care E-mail:	Visit www.tmlmultistateiebp.org click on the "Login" button click on "Online Customer Care" under the "My Tools" menu	8:30 AM - 5:00 PM Central
TML MultiState IEBP Internet Website:	www.tmlmultistateiebp.org/	Twenty-four (24) hours
Medical Notifications:	(800) 847-1213	8:30 AM - 5:00 PM Central
Prescription Authorizations:	(888) 871-4002	
Professional Health Coaches:	(800) 818-2822	8:30 AM - 6:00 PM Central or Scheduled Appointment
Spanish Line:	(800) 385-9952	
Where to Mail Paper Medical Claims:	TML MultiState IEBP PO Box 149190 Austin, Texas 78714-9190	
Where to Mail Paper Prescription Claims:	Restat Patient Reimbursement 11900 W. Lake Park Drive Milwaukee, WI 53224	
Telemedicine:	1-800-Teladoc Teladoc.com	
After Hours and/or Weekend Medical and Mental Healthcare Emergencies:	Call 911 or immediately go to the emergency department.	

Article I

Introduction

1.1 Establishment of Plan

The City of Farmersville hereby adopts the TML MultiState Intergovernmental Employee Benefits Pool Limited Post Deductible Health Reimbursement Arrangement (HRA) Plan (the "Plan") effective 10/1/14 (the "Effective Date") as established by the TML MultiState Intergovernmental Employee Benefits Pool for adoption by Member political subdivisions of the Risk and Non-Risk members of the Pool. Capitalized terms used in this Plan that are not otherwise defined shall have the meanings set forth in Article II.

This Plan is intended to permit an Eligible Employee to obtain reimbursement of Eligible Medical Care Expenses on a nontaxable basis from the HRA Account.

1.2 Legal Status

This Plan is intended to qualify as an employer-provided medical reimbursement plan under Code §§105 and 106 and regulations issued thereunder, and as a limited post deductible health reimbursement arrangement as defined under IRS Notice 2002-45, and shall be interpreted to accomplish that objective. The Medical Care Expenses reimbursed under the Plan are intended to be eligible for exclusion from participating employees' gross incomes under Code § 105(b).

Article II

Definitions

2.1 Definitions

"Administrator" means TML MultiState Intergovernmental Employee Benefits Pool.

"Adopting Employer" means a political subdivision thereof that adopts this Plan by completing and executing an Adoption Agreement.

"Adoption Agreement" means the separate agreement, or portions thereof, completed and executed by an Adopting Employer setting forth the Adopting Employer's selection of options under the plan.

"Benefits" means the reimbursement benefits for Medical Care Expenses described under Article VI.

"Claims Administrator" means the entity designated by and under contract with the Plan Administrator to perform certain administrative functions with respect to the Plan, including, but not limited to, claims administration and recordkeeping. If no such entity is designated by the Plan Administrator, the Plan Administrator shall serve as the Claims Administrator.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compensation" means the wages or salary paid to an Employee by the Employer.

"Covered Individual" means a Participant, Spouse or Dependent.

"Dependent" means any individual who is enrolled on the Health Benefits Plan and is also a tax dependent of the Participant as defined in Code § 152, with the following exception: any child to whom Code § 152(e) applies (regarding a child of divorced parents, etc., where one or both parents have custody of the child for more than half of the calendar year and where the parents together provide more than half of the child's support for the calendar year) is treated as a dependent of both parents. Notwithstanding the foregoing, the HRA Account will provide benefits in accordance with the applicable requirements of any QMCSO, even if the child does not meet the definition of "Dependent."

“Effective Date” of this Plan has the meaning described in Section 1.1.

“Eligible Employee” means an Employee who works for the Employer on a regular basis in the usual course of the Employer’s business. To be considered an Eligible Employee, the person must work at least twenty (20) hours per week, and must receive all benefits of an Employee, including but not limited to vacation, sick leave and pension. An Eligible Employee who is on paid or unpaid leave under the Family and Medical Leave Act of 1993 (FMLA) will be considered an active Eligible Employee for the purposes of this Plan. An elected official while holding office is considered an Eligible Employee for purposes of this Plan.

“Employer” means TML MultiState Intergovernmental Employee Benefits Pool or any related Member Employer that adopts this Plan with administrative approval of TML MultiState Intergovernmental Employee Benefits Pool.

“Employment Commencement Date” means the first regularly scheduled working day on which the Employee first performs an hour of service for the Employer for Compensation.

“Employer Contribution” means a non-elective contribution in an amount not less than \$25.00 per employee per month made by the Adopting Employer on behalf of each Participant in the Plan. The Employer contribution is an amount that has not been actually or constructively received by the Participant, and it is made available to the Participant exclusively for reimbursement under the Plan.

“Enrollment Form” means any form that may be provided by the Administrator for the purpose of allowing an eligible Employee to participate in this Plan.

“FMLA” means the Family and Medical Leave Act of 1993, as amended.

“Health FSA” means a Health Flexible Spending Arrangement as defined in Prop. Treas. Reg. § 1.125-2, Q/A-7(a).

“Health Benefits Plan” means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing major medical type benefits through a group or partially self-funded health plan(s).

“Health Care Expense” shall not include any expense not described as an eligible HRA expense in IRS Revenue Ruling 2002-41 and IRS Notice 2002-45. If Health Care Expense is defined to include health insurance premiums and the adopting Employer sponsors a cafeteria plan, Health Care Expense shall not include premiums that may be paid on a pre-tax basis in accordance with the terms of such cafeteria plan, which may include premiums for major medical coverage provided by the Employer and premiums for coverage under an insurance contract, health maintenance organization agreement, or other benefit agreement providing coverage issued on a non-group, individual basis.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“HRA” means a Health Reimbursement Arrangement as defined in IRS Notice 2002-45.

“HRA Account” means the HRA Account described in Section 6.4.

“HSA” means a Health Savings Account held in conjunction with a High Deductible Health Plan as described in 26 U.S.C §223.

“Medical Care Expenses” has the meaning defined in Section 6.2.

“Open Enrollment Period” with respect to a Plan Year means a period of time at some point preceding the Plan Year, or such other period as may be prescribed by the Administrator.

“Participant” means a person who is an Eligible Employee and who is participating in this Plan in accordance with the provisions of Article III.

“Period of Coverage” means the plan year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the plan year following the date participation commences; and (b) for Employees who terminate participation, it shall mean the portion of the plan year prior to the date participation terminates, as described in Section 3.2. A different Period of Coverage (e.g., monthly) may be established by the Administrator and communicated to Participants.

“Plan” means the TML MultiState Intergovernmental Employee Benefits Pool HRA Plan as set forth herein and as amended from time-to-time.

"Plan Year" means the twelve (12) month period beginning and ending as indicated in the Adoption Agreement. The initial Plan Year may be a "short" Plan Year beginning and ending as indicated in the Adoption Agreement.

"Protected Health Information" shall have the meaning described in 45 C.F.R. § 160.103 and generally includes individually identifiable health information held by, or on behalf of, the Plan.

"QMCSO" means a qualified medical child support order, as defined in ERISA § 609(a).

"Spouse" means an individual who is enrolled on the Health Benefits Plan and is also legally married to a Participant under the laws of any state, who is the opposite gender from the Participant.

"USERRA" means the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Article III

Eligibility and Participation

3.1 Enrollment Requirements

The names, social security numbers, genders, and birth dates of all persons in a family enrolling in the Plan will be provided to the Administrator on an enrollment form or a change form signed and dated by the Participant and Employer and received by the Administrator. Appropriate documentation may be required.

a. Employees

To receive coverage, TML MultiState IEBP must receive enrollment information within 31 days of the commencement of employment with the Employer regardless if the employer has a waiting period, or within 31 days of the date the Employer first offers coverage. Upon timely enrollment, an Eligible Employee's coverage will begin the later of:

1. the date the Eligible Employee became an Active Employee of the Employer working at least 20 hours per week; or
2. the date the Eligible Employee completes any waiting period established by the Employer.

Eligible Employees must enroll within the initial enrollment period, a qualifying event or wait until the next Open Enrollment period.

b. Dependents

To cover Dependents under the Health Reimbursement Arrangement, at the time of initial enrollment or during an Open Enrollment period, a Participant must furnish to the Administrator, in writing, the names of his or her Dependents eligible to receive benefits under the HRA Plan. Coverage for Dependents enrolled at the time of initial enrollment will be effective on the same date that the Participant's coverage is effective. Coverage for Dependents enrolled during an open enrollment period will be effective on the first day of the Plan Year following the open enrollment period.

During the Plan Year, certain qualifying events will permit a Participant to add a Dependent(s) other than during an Open Enrollment period. The Participant must add a Dependent(s) within 31 days of the qualifying event and must submit documentation of the qualifying event to the Administrator, when requested or wait until the next Open Enrollment period. Coverage for Dependents enrolled within 31 days of a qualifying event will be effective the first day of the month following the Administrator's receipt of an approved enrollment form and any required documentation. Except, in the case of a newborn child, the Participant has 60 days from the child's date of birth to add the child, and, when enrolled within 60 days, coverage for the newborn child will be effective on the child's date of birth.

Qualifying events are:

1. marriage;
2. within sixty (60) days of the birth, adoption or placement for adoption of a child;
3. qualifying for or losing eligibility under Medicaid or SCHIP;

4. loss of coverage due to termination of a Spouse's employment;
5. loss of coverage due to change from full-time to part-time of the Spouse's employment;
6. loss of coverage due to an unpaid leave of absence from the Spouse's employment;
7. a significant increase (i.e., an increase of at least 10%) in the cost of health coverage under the Spouses Employer-sponsored health plan; and
8. any other qualifying described by federal regulation.

c. Mentally or Physically Handicapped Children

If a child of a covered individual attains the age of twenty-six (26) (at which time coverage would normally terminate) but the child is mentally or physically incapable of supporting themselves and primarily dependent upon you for support, coverage may be continued. You must submit satisfactory proof of the child's incapacity to the Group Benefits Administrator within thirty-one (31) days of the date the child attains the age of twenty-six (26). Coverage may continue for such child as long as the incapacity continues, subject to payment of the required contribution and all other terms of the Plan.

The Group Benefits Administrator may require satisfactory proof of the continued incapacity documented as a disability by the Social Security Administration (SSA). The Group Benefits Administrator may have a physician examine the child or may request proof to confirm the incapacity, but not more often than once a year. If you fail to submit proof when reasonably required or refuse to allow the Group Benefits Administrator to have the child examined, then coverage for the child will terminate.

d. Active Duty Reservists

If covered by the plan as an employee at the time of call to active duty, participants who are active duty reservists or guard members and their covered Dependents can maintain eligibility on the HRA Plan for up to 24 months. The date on which the Participant's absence begins is the qualifying event for Continuation of Coverage (COBRA) to be offered to the reservist or guard member. If a fire fighter or police officer employed by a Texas municipality is called to active duty for any period, the employing municipality must continue to maintain any health, dental or life coverage received through the date the fire fighter or police officer was called to active military duty until the municipality receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.

In administering this coverage, TML MultiState Intergovernmental Employee Benefits Pool will follow the time guidelines for COBRA under 42 U.S.C.A. 300bb-1 *et seq.* To qualify for this coverage, the Participant must give written notice to the Employer within 60 days of the qualifying event. The Employer must notify TML MultiState Intergovernmental Employee Benefits Pool that a Participant has been called to active duty and submit a copy of the Employer's Active Reservist Policy.

Under 38 USCA § 4316, an employee who is called for military leave may have rights to COBRA Continuation of Coverage for up to twenty-four (24) months and a right to reemployment once he/she is discharged from active military service.

If the Participant will be on active duty for 31 days or less, the Employer will keep the Participant on the plan with no change in coverage. If the Participant will be on active duty for more than 31 days, the Employer will notify TML MultiState Intergovernmental Employee Benefits Pool of the qualifying event and submit a copy of the employee's written order for call to duty.

If TML MultiState Intergovernmental Employee Benefits Pool administers COBRA Continuation of Coverage, Employer must notify TML MultiState Intergovernmental Employee Benefits Pool by sending a Qualifying Event Notice and mark the qualifying event "Called to Active Duty" and attach a copy of the employee's written order for the call to duty. If the Employer administers its own COBRA Continuation of Coverage, the Employer must notify TML MultiState Intergovernmental Employee Benefits Pool of the termination if call to active duty is more than thirty-one (31) days. The Employer is responsible for all required notices.

Section 143.072, Texas Local Government Code may require an employer to "continue to maintain" coverage on a police officer or fire fighter while he/she is on military leave if the employer has adopted civil service requirements and the leave has been approved by the Fire Fighters' and Police Officers' Civil Service Commission. This section only applies if the employer meets the requirements of Chapter 143 of that Code, including having a population of 10,000 or more and voted to adopt the applicable provisions of the law.

For the Participant to return to the HRA plan and continue his or her benefits with no waiting period, the Participant must return to work within the time periods required by state and federal law for such return.

The additional 2% contribution for Continuation of Coverage is not charged for (1) a Participant called to active duty or (2) a surviving spouse or dependent who continues coverage pursuant to Chapter 615, Texas Government Code.

3.2 Termination Date of Coverage

Information concerning rights to COBRA Continuation of Coverage is in the section of this Plan on COBRA Continuation of Coverage.

a. Participant Coverage

Coverage will terminate on the earliest of:

1. the date this Plan terminates coverage with the employer;
2. the date the Employer is no longer participating under this Plan; or
3. upon Employee termination, the terminated Employee has continued access to the HRA as specified in c. below, and in compliance with regulatory guidelines.

b. Dependent Coverage

Coverage will terminate on the earliest of:

1. the end of the month the covered individual's employment terminates, if contributions are paid, or the date the covered individual ceases to be an active Employee;
2. the end of the month in which a Dependent no longer meets the definition of Dependent under this Plan;
3. the date this Plan terminates coverage with the employer;
4. the date the dependent becomes enrolled in Medicaid;
5. the end of the month in which a dependent child attains age twenty-six (26);
6. the date the Employer is no longer participating under this Plan; or
7. the end of the month the Participant voluntarily drops Dependent coverage.

Coverage for a Dependent cannot extend beyond the date coverage for the active Employee ends, unless required by Section 615.071 of Chapter 615 of the Government Code for survivors of certain employees described in Section 615.003 of the Chapter who are killed in the line of duty. Section 615.075(c) requires that the survivor must give the employer notice of election to purchase coverage within 180 days of the decedent's death.

c. Termination of Coverage

Coverage may terminate as follows:

41. The end of the month in which the Covered Individual voluntarily drops coverage.
42. If an Employee terms with the Employer the HRA funds may be accessed as a COBRA benefit. To access the HRA funds under the COBRA benefit, the COBRA participant will have to make an HRA deposit monthly per the HRA funding requirements that the Employer has implemented. If the Employer charges a 2% administrative fee on the COBRA services the COBRA participant will have to pay the HRA monthly deposit requirement plus 2%. At this time the HRA COBRA benefit can be accessed without accessing COBRA on the Medical Plan.
43. Upon expiration any COBRA benefit coverage, any remaining HRA funds held for that Participant revert to the Employer.
44. If the Employee elects to draw pension benefits through the retirement plan of the Employer, following a rollover of HRA funds to a Retiree Reimbursement Arrangement (RRA) if such an RRA program has been established by the Employer.
45. If the Employer terminates with the Pool, the HRA funds will be submitted to the Employer and the Employer will need to find a new HRA administrator and an administrator that will administer the HRA COBRA benefit.

46. If the Employer stays with the Pool, but terminates providing the HRA plan, the HRA excess monies would go back to the Employer following the termination of that benefit.
47. The HRA can never have cash value to the Employee. It can never be cashed out.
48. Access to the HRA money as a COBRA benefit will operate under the COBRA rules. If you have any questions, please call TML MultiState IEBP customer care at 800-348-7879.

d. Coordination with Cafeteria Plan

To the extent the Adopting Employer also sponsors a medical reimbursement program as part of its cafeteria plan within the meaning of Section 125 of the Code, a Participant participates in the medical reimbursement program, and the Participant or a Covered Individual covered through such a Participant incurs an eligible Health Care Expense that is also eligible for reimbursement under the medical reimbursement program, which program pays first is described in the Adoption Agreement.

Article IV

Method and Timing of Enrollment

4.1 Enrollment When First Eligible

An Employee who first becomes eligible to participate in this Plan will commence participation on the first day of the month after the eligibility requirements have been satisfied, provided that an Enrollment Form, if such is necessary, is submitted to the Administrator before the first day of the month in which participation will commence. Once enrolled, the Eligible Employee's participation will continue from month-to-month and year-to-year until the Eligible Employee's participation ceases pursuant to Article III. The Enrollment Form shall identify the Spouse and Dependents whose medical expenses may be submitted to the HRA. The Participant must promptly notify the Administrator if this information changes.

Article V

Benefits Offered and Method of Funding

5.1 Benefits Offered

When an Eligible Employee becomes a Participant in accordance with Articles III and IV, an HRA Account will be established for such Participant to receive Benefits in the form of reimbursements for Eligible Medical Care Expenses, as described in Article VI. In no event shall Benefits be provided in the form of cash or any other taxable or nontaxable benefit other than reimbursement for Medical Care Expenses.

5.2 Employer and Participant Contributions

- a. *Employer Contributions.* The Employer funds the full amount of the HRA Accounts in an amount established by the Employer. Nothing in this plan shall be interpreted to restrict the Employer from changing prospective contributions on a month-to-month basis.
- b. *Participant Contributions.* There are no Participant contributions for Benefits under the Plan.
- c. *No Funding Under Cafeteria Plan.* Under no circumstances will the Benefits be funded with salary reduction contributions, Employer contributions (e.g., flex credits) or otherwise under a cafeteria plan, nor will salary reduction contributions or Employer contributions be treated as Employer contributions to the Plan.

5.3 Funding This Plan

All of the amounts payable under this Plan shall be paid from the general assets of the Employer. Nothing herein will be construed to require the Employer or the Administrator to maintain any fund or to segregate any amount for the benefit of any Covered Individual, and no Covered Individual or other person shall have any claim against, right to, or

security or other interest in any fund, account or asset of the Employer from which any payment under this Plan may be made. There is no trust or other fund from which Benefits are paid.

Article VI

Health Reimbursement Benefits

6.1 Benefits

The Plan will reimburse Participants for Medical Care Expenses up to the unused amount in the Participant's HRA Account, as set forth and adjusted under Section 6.4.

6.2 Eligible Medical Care Expenses

Under the HRA Account, a Participant may receive reimbursement for Eligible Medical Care Expenses incurred during a HRA Period of Coverage, post deductible of the covered individual's high deductible plan.

- a. *Incurred.* A Medical Care Expense is incurred at the time the medical care or service giving rise to the expense is furnished, and not when the individual incurring the expense is formally billed for, is charged for or pays for the medical care. Medical Care Expenses incurred before a Covered Individual first becomes covered by the Plan or pre high deductible plan are not eligible.
- b. *Medical Care Expenses Generally.* "Medical Care Expenses" means expenses incurred by a Participant or by his or her Spouse or Dependents for medical care, as defined in Code § 213 (including, for example, amounts for certain hospital bills, doctor and dental bills and prescription drugs). Reimbursements due for the designated high deductible preventive care services or post high deductible, eligible Medical Care Expenses incurred by the Participant or the Participant's Spouse or Dependents shall be charged against the Participant's HRA Account. Reimbursement for expenses incurred for a medicine or a drug shall be treated as a reimbursement for medical expenses only if such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin.
- c. *Cannot Be Reimbursed or Reimbursable From Another Source.* Medical Care Expenses can only be reimbursed to the extent that the Participant or other person incurring the expense is not reimbursed for the expense (nor is the expense reimbursable) through the Health Benefits Plan, other health coverage or any other accident or health plan (but see Section 6.8 if the other health plan is a Health FSA Account). If only a portion of a Medical Care Expense has been reimbursed elsewhere (e.g., because the Health Benefits Plan imposes copayment or deductible limitations), the HRA Account can reimburse the remaining portion of such Medical Care Expense if it otherwise meets the requirements of this Article VI.
- d. The Plan does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are payable under any worker's compensation law or other employer, union or association.
- e. The Plan does not cover expenses incurred for any loss caused by or resulting from injury or disease for which benefits are received by the Participant under any health and accident insurance policy or program, whether or not premiums are paid by the Adopting Employer or by the Participant, the Participant's Spouse or the Participant's Dependent Child.

6.3 Maximum Benefits

- a. *Maximum Benefits.* The maximum dollar amount that may be credited to an HRA Account for an Employee who participates for an entire 12-month Period of Coverage shall be determined by the Employer. Unused amounts may be carried over to the next Period of Coverage, as provided in Section 6.5.
- b. *Changes.* For subsequent plan years, the maximum dollar limit may be changed by the Employer and shall be communicated to Employees through the Enrollment Form, the Schedule of Medical Expense Benefits or Plan document.
- c. *Nondiscrimination.* Reimbursements to highly compensated Individuals may be limited or treated as taxable compensation to comply with Code § 105(h), as may be determined by the Administrator in its sole discretion.

6.4 Establishment of Account

The Administrator will establish and maintain an HRA Account. The HRA Account so established will reimburse eligible medical expenses per Section 213.

- a. *Crediting of Accounts.* A Participant's HRA Account will be credited at the beginning of each month with an amount equal to the applicable maximum dollar limit for the Period of Coverage divided by the number of months in that Period of Coverage (e.g., divided by 12 in a 12-month Plan Year), increased by any carryover of unused HRA Account balance from a prior Period(s) of Coverage.
- b. *Debiting of Accounts.* A Participant's HRA Account will be debited during each Period of Coverage for any reimbursement of eligible high deductible preventive or post high deductible Medical Care Expenses incurred during the Period of Coverage.
- c. *Available Amount.* The amount available for reimbursement of Medical Care Expenses is the amount credited to the Participant's HRA Account under subsection (a) reduced by prior reimbursements debited under subsection (b).

6.5 Carryover of Accounts

If any balance remains in the Participant's HRA Account for a Period of Coverage after all reimbursements have been made for the Period of Coverage, such balance shall be carried over to the next HRA Plan Year to reimburse the Participant for eligible Medical Care Expenses incurred during a subsequent Period of Coverage.

6.6 Reimbursement Procedure

- a. *Timing.* In cases where a debit card tied to the HRA Account is not used, within 30 days after receipt by the Administrator of a reimbursement claim from a Participant, the Employer will reimburse the Participant for the Participant's Medical Care Expenses (if the Administrator approves the claim), or the Administrator will notify the Participant that his or her claim has been denied (see Section 8.1 regarding procedures for claim denials and appeals procedures). This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a reimbursement claim is incomplete. The Administrator will provide written notice of any extension, including the reasons for the extension, and will allow the Participant 45 days in which to complete an incomplete reimbursement claim.
- b. *Claims Substantiation.* A Participant who seeks Benefits may apply for reimbursement by submitting an application in writing to the Administrator in such form as the Administrator may prescribe, by no later than the last day of the third month following the close of the Plan Year in which the Medical Care Expense was incurred, setting forth:
 - the person or persons on whose behalf Medical Care Expenses have been incurred;
 - the nature and date of the Medical Care Expenses so incurred;
 - the amount of the requested reimbursement; and
 - a statement that such Medical Care Expenses have not otherwise been reimbursed and are not reimbursable through any other source and that Health FSA Account coverage, if any, for such Medical Care Expenses has been exhausted.

The application shall be accompanied by bills, invoices or other statements from an independent third party showing that the Medical Care Expenses have been incurred and the amounts of such Medical Care Expenses, together with any additional documentation that the Administrator may request.

- c. *Claims Denied.* For reimbursement claims that are denied, see the appeals procedure in Article VIII.
- d. *Claim filing Deadline.* A claim for reimbursement of expenses under the HRA must be submitted to the Administrator within 360 days of the incurred date within the HRA plan year.

6.7 Continuation of Coverage (COBRA)

a. Introduction

The right to COBRA Continuation of Coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA Continuation of Coverage can become available to you and other members of your family when your group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan booklet or contact TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by

telephone (800) 282-5385.

b. What is COBRA Continuation of Coverage?

COBRA Continuation of Coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA Continuation of Coverage must be offered to each person who is a "qualified beneficiary." You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA Continuation of Coverage may be required to pay for coverage depending on the policy of your employer.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of either one of the following qualifying events:

1. Your hours of employment are reduced; or
2. Your employment ends for any reason other than your gross misconduct.

If you're the spouse of the employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of any of the following qualifying events:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes entitled to Medicare benefits (under Part A, Part B and/or Part C); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of any of the following qualifying events:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his or her gross misconduct;
4. The parent-employee becomes entitled to Medicare benefits (Part A, Part B and/or Part C);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the Plan as a "dependent child."

Any decision of whether an Employee was terminated because of gross misconduct will be made by the Employer. The employer may not change its decision of whether or not a termination was for gross misconduct more than the forty-fifth (45th) day after the date employment terminated or the date a COBRA Continuation of Coverage election notice was mailed to the employee, whichever is earlier. Any determination of gross misconduct shall be based on events prior to the termination.

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to your employer, and that bankruptcy results in the loss of coverage for any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

Please note that COBRA Continuation of Coverage does not include any life benefits. If you had voluntary life coverage, you may convert it to an individual policy within thirty-one (31) days of your qualifying event. Contact your employer's human resources office for more information and conversion forms.

c. When is COBRA Continuation of Coverage Available?

The Plan will offer COBRA Continuation of Coverage to qualified beneficiaries only after IEBP has been notified that a qualifying event has occurred. The employer must notify IEBP of the following qualifying events:

1. The end of employment or reduction of hours of employment;
2. Death of the employee;
3. Commencement of a proceeding in bankruptcy with respect to the employer; or
4. The employee's becoming entitled to Medicare benefits (under Part A, Part B and/or Part C).

- d. **Participant Must Give Notice of Some Qualifying Events**
For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify IEBP within 60 days after the qualifying event occurs. You must provide notice to: TML MultiState IEBP, 1821 Rutherford Lane, Suite 300, Austin, Texas 78754 or by telephone (800) 282-5385.
- e. **How is COBRA Continuation of Coverage Provided?**
Once IEBP receives notice that a qualifying event has occurred, COBRA Continuation of Coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA Continuation of Coverage. Covered employees may elect COBRA Continuation of Coverage on behalf of their spouses, and parents may elect COBRA Continuation of Coverage on behalf of their children.
COBRA Continuation of Coverage is a temporary continuation of coverage. When the qualifying event is the death of the Participant, the Participant's becoming entitled to Medicare benefits (Part A, Part B and/or Part C), divorce or legal separation of the Participant from his or her Spouse or a Dependent child's losing eligibility as a Dependent child, COBRA Continuation of Coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the Participant's hours of employment, and the Participant became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA Continuation of Coverage for qualified beneficiaries other than the Participant lasts until 36 months after the date of Medicare entitlement. For example, if a Participant becomes entitled to Medicare 8 months before the date on which his or her employment terminates, COBRA Continuation of Coverage for the Participant's Spouse and Dependent children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the Participant's hours of employment, COBRA Continuation of Coverage generally lasts for only up to a total of 18 months. There are three (3) ways in which this 18-month period of COBRA Continuation of Coverage can be extended.
- f. **Active Duty Reservists**
If covered by the plan as an employee at the time of call to active duty, active duty reservists or guard members and their covered dependents can maintain eligibility on the Plan for up to twenty-four (24) months as prescribed by and subject to the terms and conditions of the Uniformed Services Employment and Reemployment Rights Act (USERRA). The date on which the person's absence begins is the qualifying event for COBRA Continuation of Coverage (COC) to be offered to the reservist or guard member.
If a fire fighter or police officer is called to active duty for any period, the employer must continue to maintain any health, dental, or life coverage received on the date the fire fighter or police officer was called to active military duty until the employer receives written instructions from the fire fighter or police officer to change or discontinue the coverage. Such instruction shall be provided no later than sixty (60) days following the Qualifying Event. If no such instruction is given, then coverage will terminate on the sixty-first (61st) day, which shall then become the Qualifying Event for COBRA Continuation of Coverage purposes. Eligibility will meet or exceed requirements of USERRA and/or regulatory compliance.
In administering this coverage, TML MultiState IEBP will follow the time guidelines of COBRA Continuation of Coverage under 42 U.S.C.A.300bb-1 *et seq.* To qualify for this coverage, the employee must give written notice to the employer within sixty (60) days of the qualifying event. The employer member must notify TML MultiState IEBP that an employee has been called to active duty and submit a copy of the employer member's active reservist policy to TML MultiState IEBP.
- g. **Disability extension of COBRA Continuation of Coverage**
If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and the Participant notifies TML MultiState Intergovernmental Employee Benefits Pool in a timely fashion, the Participant and any of his or her Dependents may be entitled to receive up to an additional 11 months of COBRA Continuation of Coverage for a total maximum of 29 months. The disability must start at some time before the 60th day of COBRA Continuation of Coverage and must last at least until the end of the eighteen (18) or twenty-four (24) month period of COBRA Continuation of Coverage.

h. Second Qualifying Event extension of COBRA Continuation of Coverage

If your family experiences another qualifying event while receiving eighteen (18) or twenty-four (24) months of COBRA Continuation of Coverage, the spouse and dependent children in your family can get up to eighteen (18) additional months of COBRA Continuation of Coverage, for a maximum of thirty-six (36) months, if IEBP is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA Continuation of Coverage if the employee or former employee dies, becomes entitled to Medicare benefits (Part A, Part B and/or Part C) gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child. This extension is available only if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

i. Are there other coverage options besides COBRA Continuation of Coverage?

Yes. Instead of enrolling in COBRA Continuation of Coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA Continuation of Coverage. You can learn more about many of these options at www.healthcare.gov.

6.8 Coordination of Benefits: Health FSA to Reimburse First

Benefits under this Plan are intended to reimburse Participants solely for Medical Care Expenses not previously reimbursed or reimbursable elsewhere. To the extent that an otherwise eligible Medical Care Expense is payable or reimbursable from another source, that other source shall pay or reimburse prior to payment or reimbursement from this Plan. Without limiting the foregoing, if the Participant's Medical Care Expenses are covered by both this Plan and by a Health FSA, then this Plan is not available for reimbursement of such Medical Care Expenses until after amounts available for reimbursement under the Health FSA Account have been exhausted. If the Participant's Medical Care Expenses are covered by both this Plan and by a Health Savings Account, then this Plan is not available for reimbursement (except for preventive care) of such Medical Care Expenses until the deductible on the accompanying High Deductible Health Plan has been met.

Article VII

HIPAA Privacy AND Security

7.1 Permitted Disclosure of Enrollment/Non-enrollment Information

The Plan may disclose to the Employer information on whether an individual is participating in the Plan.

7.2 Permitted Uses and Disclosures of Summary Health Information

The Plan may disclose Summary Health Information to the Employer, provided that the Employer requests the Summary Health Information for the purpose of modifying, amending or terminating the Plan. "Summary Health Information" means information (1) that summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a Health Plan; and (2) from which the information described at 42 CFR § 164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR § 164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit ZIP code.

Article VIII

Appeals Procedure

8.1 Procedure If Benefits Are Denied Under This Plan

If a claim for reimbursement under this Plan is wholly or partially denied, appeals shall be reviewed in accordance with the appeal provision in the Benefit Plan. Appeals must be made in writing and submitted within 180 days of the denial of benefits.

8.2 Submission & Consideration of Comments

Authorized representatives will have the opportunity to submit documents, written comments, or other information in support of the appeal. The review of the adverse benefit determinations will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

Article IX

Recordkeeping and Administration

9.1 Administrator

The administration of this Plan shall be under the supervision of the Administrator. It is the principal duty of the Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them.

9.2 Powers of the Administrator

The Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. It shall have the exclusive right to interpret the Plan and to decide all matters there under, and all determinations of the Administrator with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following discretionary authority:

- a. To construe and interpret this Plan, including all possible ambiguities, inconsistencies and omissions in the Plan and related documents, and to decide all questions of fact, questions relating to eligibility and participation, and questions of benefits under this Plan;
- b. To prescribe procedures to be followed and the forms to be used by Eligible Employees and Participants to enroll in and submit claims pursuant to this Plan;
- c. To prepare and distribute information explaining this Plan and the benefits under this Plan in such manner as the Administrator determines to be appropriate;
- d. To request and receive from all Eligible Employees and Participants such information as the Administrator shall from time to time determine to be necessary for the proper administration of this Plan;
- e. To furnish each Eligible Employee and Participant with such reports with respect to the administration of this Plan as the Administrator determines to be reasonable and appropriate;
- f. To receive, review and keep on file such reports and information concerning the benefits covered by this Plan as the Administrator determines from time-to-time to be necessary and proper;
- g. To appoint and employ such individuals or entities to assist in the administration of this Plan as it determines to be necessary or advisable, including legal counsel and benefit consultants;
- h. To sign documents for the purposes of administering this Plan, or to designate an individual or individuals to sign documents for the purposes of administering this Plan;
- i. To secure independent medical or other advice and require such evidence as it deems necessary to decide any claim or appeal; and

- j. To maintain the books of accounts, records and other data in the manner necessary for proper administration of this Plan and to meet any applicable disclosure and reporting requirements.

9.3 Reliance on Participant, Tables, etc.

The Administrator may rely upon the information submitted by an Eligible Employee or Participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by an Eligible Employee or Participant. The Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys or other experts employed or engaged by the Administrator.

9.4 Provision for Third-Party Plan Service Providers

The Administrator may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Employer.

9.5 Fiduciary Liability

To the extent permitted by law, the Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

9.6 Health Benefits Plan Contracts

The Employer shall have the right (a) to enter into a contract with one or more vendors for the purposes of providing any Benefits under the Plan; and (b) to replace any of such vendors or contracts. Any dividends, retroactive rate adjustments or other refunds of any type that may become payable under any such contract shall not be assets of the Plan but shall be the property of, and be retained by, the Employer, to the extent that such amounts are less than aggregate Employer contributions toward such contract.

9.7 Inability to Locate Payee

If the Employer is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date that any such payment first became due.

9.8 Effect of Mistake

In the event of a mistake as to the eligibility or participation of an individual, or the allocations made to the account of any Participant, or the amount of Benefits paid or to be paid to a Participant or other person, the Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code § 105, the regulations issued thereunder or other applicable law, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will, in its judgment, accord to such Participant or other person the credits to the HRA Account or distributions to which he or she is properly entitled under the Plan. Such action by the Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

Article X

General Provisions

10.1 Expenses

All reasonable eligible expenses incurred in administering the Plan are currently paid by the Employer.

10.2 No Contract of Employment

Nothing herein contained is intended to be or shall be construed as constituting a contract or other arrangement between any Eligible Employee and the Employer to the effect that such Eligible Employee will be employed for any specific period of time. All Eligible Employees are considered to be employed at the will of the Employer.

10.3 Amendment and Termination

This Plan has been established with the intent of being maintained for an indefinite period of time. Nonetheless, the Administrator may amend or terminate all or any part of this Plan at any time for any reason by resolution of the Administrator's Board of Trustees or by any person or persons authorized by the Board of Trustees to take such action, and any such amendment or termination will automatically apply to the Member Employers that are participating in this Plan.

10.4 Governing Law

This Plan shall be construed, administered and enforced according to the laws of the State of Texas to the extent not superseded by the Code or any other federal law.

10.5 Code Compliance

It is intended that this Plan meet all applicable requirements of the Code, and of all regulations issued thereunder. This Plan shall be construed, operated and administered accordingly, and in the event of any conflict between any part, clause or provision of this Plan and the Code, the provisions of the Code shall be deemed controlling, and any conflicting part, clause or provision of this Plan shall be deemed superseded to the extent of the conflict.

10.6 No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state and local income tax purposes, and to notify the Administrator if the Participant has any reason to believe that such payment is not so excludable.

10.7 Indemnification of Employer

If any Participant receives one or more payments or reimbursements under this Plan on a tax-free basis, and such payments do not qualify for such treatment under the Code, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal income taxes, Social Security taxes or other taxes from such payments or reimbursements.

10.8 Non-Assignability of Rights

The right of any Participant to receive any reimbursement under this Plan shall not be alienable by the Participant by assignment or any other method and shall not be subject to claims by the Participant's creditors by any process whatsoever. Any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

10.9 Headings

The headings of the various Articles and Sections (but not subsections) are inserted for convenience of reference and are not to be regarded as part of this Plan or as indicating or controlling the meaning or construction of any provision.

10.10 Plan Provisions Controlling

In the event that the terms or provisions of any summary or description of this Plan, or of any other instrument, are in any construction interpreted as being in conflict with the provisions of this Plan as set forth in this document, the provisions of this Plan shall be controlling.

10.11 Severability

Should a court of competent jurisdiction subsequently invalidate any part of this Plan, the remainder of the Plan shall be given effect to the maximum extent possible.

10.12 Compensation and Expenses

The Claim Administrator shall be entitled to reasonable fees for its services hereunder, which shall be described in an administrative services agreement incurred by the Claims Administrator in connection with the Plan.

10.13 Family and Medical Leave Act of 1993 ("FMLA")

Notwithstanding any provision of this Plan to the contrary, this Plan shall be cooperated and maintained in a manner consistent with FMLA, to the extent the Adopting Employer is subject to such law.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the TML MultiState Intergovernmental Employee Benefits Pool HRA Plan, Employer has caused this Plan to be executed in its name and on its behalf, on this _____ day of _____, 20____.

City of Farmersville



By: _____

MAYOR

Interlocal Agreement



Risk Participating Member (Pool)

TML MultiState Intergovernmental Employee Benefits Pool
Austin, Texas

INTERLOCAL AGREEMENT
(RISK PARTICIPATING MEMBER)

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool, hereinafter referred to as TML MultiState IEBP, is a legal entity created by Political Subdivisions of the State of Texas and governed by a Board of Trustees; and

WHEREAS, the undersigned Employer Member represents that (1) it is (a) a Political Subdivision of the State of Texas or of its state of domicile, (b) an Affiliated Service Contractor (as defined by Section 172.003, Texas Local Government Code) of a Political Subdivision of this state or of its state of domicile, or (c) an Economic Development Corporation organized under Subtitle C1, Title 12, Texas Local Government Code; (2) it is qualified under the interlocal cooperation law of the Employer Member's domiciliary state to enter into this Interlocal Agreement; and (3) its governing body has acted by majority vote, at a duly called and posted public meeting, to authorize the Employer Member to participate in this Interlocal Agreement; and

WHEREAS, the undersigned Employer Member has examined all the facts and issues it deems relevant and determined that it is in the best interest of the Employer Member, its Employees, officials, and retirees and their dependents to enter into this Interlocal Agreement and to obtain one or more life, sick, accident, and other health benefits, as well as the related services, by becoming a member of the TML MultiState IEBP; and

WHEREAS, the TML MultiState IEBP represents that it is a Local Government qualified to enter into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, the undersigned Employer Member, together with other Employer Members executing identical or substantially similar Interlocal Agreements, enters into this Interlocal Agreement for the purpose of providing certain benefits and related services for their Employees, officials, and retirees and their dependents. The benefits will be provided under the authority of the laws of the State of Texas including the Texas Political Subdivision Uniform Group Benefits Program (Chapter 172, Texas Local Government Code), the Interlocal Cooperation Act (Chapter 791, Texas Government Code) and the Texas Trust Code (Title 9, Subtitle B, Texas Property Code). The Employer Member hereby designates the TML MultiState IEBP as its instrumentality to administer the business and supervise the performance of the Interlocal Agreement and the operation of the Risk Pool. All money transferred by the Employer Member to the TML MultiState IEBP under this Interlocal Agreement, together with any other property which may become subject to this Interlocal Agreement, will be held in trust by the Board of Trustees of the TML MultiState IEBP for the benefit of the Employees, officials, and retirees and their dependents of the Employer Members. The conditions of membership in the TML MultiState IEBP are agreed upon by and between the parties as set forth hereinafter.

1. When used in this Interlocal Agreement, the capitalized terms shall have the meanings specified in this paragraph unless the context clearly requires otherwise:

"Board of Trustees" or "Board" or "Trustees" means the trustees selected pursuant to the Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool to supervise the operation of the TML MultiState IEBP.

"Covered Participant" means a person who is eligible for coverage and who has enrolled in a Plan.

"Employee" means a person who works at least 20 hours a week for an Employer Member.

"Employer Member" means a Political Subdivision, Affiliated Service Contractor, or Economic Development Corporation member of the TML MultiState IEBP that has executed the Interlocal Agreement.

"Interlocal Agreement" or "this Agreement" means the TML MultiState Intergovernmental Employee Benefits Pool Risk Participating Member Interlocal Agreement.

"Plan" or "Plans" mean the TML MultiState IEBP benefit plan(s) selected and adopted by the Employer Member.

"Political Subdivision" means (a) any legal entity included within the definition of "political subdivision" in Chapter 172, Texas Local Government Code or otherwise qualified as a political subdivision under Texas Law or (b) a political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Schedule of Benefits" means the document outlining the Plan benefits and contribution level of the Employer Member.

"TML MultiState IEBP" or "Risk Pool" means the TML MultiState Intergovernmental Employee Benefits Pool.

"Local Government" means any legal entity included within the definition of "local government" in Chapter 791, Texas Government Code including any political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Affiliated Service Contractor" means an entity described by Section 172.003(1) of the Texas Local Government Code.

"Economic Development Corporation" means a corporation organized under Subtitle C1, Title 12, Texas Local Government Code.

"Fund Contact" means the individual of department head rank or higher who is designated by the Employer Member to be the point of contact for all interaction with the TML MultiState IEBP.

2. The Employer Member agrees to be bound by this Interlocal Agreement, the Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool and all amendments thereto, and the Policies and Procedures established by the TML MultiState IEBP which collectively establish the conditions for membership in the TML MultiState IEBP.
3. The Employer Member will adopt one or more of the TML MultiState IEBP Plans and make the payments and contributions set forth in the Schedule of Benefits. The payments required to be made by the Employer Member shall be made at Austin, Travis County, Texas. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by Texas law on the balance of any payment or contribution not paid when due. All such payments and contributions shall be available for payment of eligible benefits and administrative expenses for all participating Employer Members. Supplemental benefits, including but not limited to dental, vision, life, Medicare Supplement and Long and Short Term Disability will not be offered separately from medical benefits.
4. Except as may be otherwise specified in the TML MultiState IEBP Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool, as amended, this Interlocal Agreement may be terminated by either the Employer Member or the TML MultiState IEBP upon 30 days written notice which will become effective on the first day of the month following the receipt of the 30 day notice by the party receiving the notice. Contributions are earned when paid. Withdrawing Employer Members are not entitled to a refund of contributions. The TML MultiState IEBP may terminate this Interlocal Agreement for non-payment of a payment or contribution immediately upon delinquency as determined by the TML MultiState IEBP Policies and Procedures. In the event of a disagreement between an Employer Member and the TML MultiState IEBP regarding non-payment of a payment or contribution, the Employer Member may appeal to the Board. The decision of the Board on appeal is final. The TML MultiState IEBP may also terminate this Interlocal Agreement if the Employer Member fails to cooperate with claims agents or attorneys representing the TML MultiState IEBP or if the Employer Member takes any other action detrimental to the TML MultiState IEBP's ability to carry out its purposes in an efficient manner.

5. Every Employer Member shall furnish all the information the TML MultiState IEBP deems necessary and useful for the purposes of this Interlocal Agreement and shall abide by the Policies and Procedures adopted for the administration of the benefits plans. The TML MultiState IEBP may amend the Policies and Procedures and Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool at anytime to the extent it deems advisable. The TML MultiState IEBP may employ and contract with a third party administrator.
6. The TML MultiState IEBP may purchase excess loss coverage or reinsurance as provided in Chapter 172, Texas Local Government Code, and all Employer Members are subject to the terms and conditions of any such excess loss coverage or reinsurance agreement.
7. Each Employer Member will designate and appoint a person of department head rank or above to be the Employer Member's Fund Contact with the TML MultiState IEBP and agrees that the TML MultiState IEBP shall not be required to contact or provide notices to any other person. Further, any notice to or agreement by an Employer Member's Fund Contact with respect to services or claims hereunder shall be binding on the Employer Member. The Employer Member reserves the right to change the Fund Contact from time to time by giving written notice to the TML MultiState IEBP.
8. The Employer Member hereby appoints the TML MultiState IEBP as its agent to act in all matters pertaining to the processing and handling of claims and agrees to cooperate fully and provide all information necessary. All decisions on individual claims shall be made by the TML MultiState IEBP or by its contracted third party administrator.
9. The TML MultiState IEBP shall be audited annually by an independent certified public accountant, and the audit shall be filed as required by the laws of the State of Texas (including, but not limited to Chapter 172 of the Texas Local Government Code) or as may be required by the Employer Member's domiciliary state. A summary financial report will be provided to each Employer Member upon request.
10. All monies available for investment shall be invested by the TML MultiState IEBP in compliance with the Texas Public Funds Investment Act of 1987 (TEX. GOV'T CODE, ANN. SEC. 2256.001, et seq.) or the Texas Trust Code (Subtitle B, Title 9, Property Code).
11. Each Employer Member, as Plan Administrator, retains the rights, duties and privileges of the Plan Administrator and acknowledges it has responsibility for compliance with the state and federal laws applicable to employee benefits. For purposes of delivery of any Continuation of Coverage notices, TML MultiState IEBP is not the Group Administrator for any Employer Member unless and until a separate contract for administration of Continuation of Coverage is entered into between TML MultiState IEBP and that Employer Member.
12. To the extent authorized by law, the Employer Member agrees to indemnify and hold harmless the TML MultiState IEBP for all claims, damages and expenses, including but not limited to attorney's fees and costs of court, arising out of acts or omissions of officers or Employees of the Employer Member in connection with the Plan. The Employer Member agrees to pay all such claims, damages, and expenses out of current revenues at the time the obligation is determined. In the event current revenues are inadequate to fund the obligation at the time it is determined, the Employer Member agrees to take the appropriate budgetary action sufficient to pay the obligation.
13. The Employer Member agrees that all conditions of coverage for the benefits provided shall be as specified in the Plan booklet/document furnished to the Employer Member by the TML MultiState IEBP. The Employer Member agrees that the Employees and the Board of Trustees of the TML MultiState IEBP and individuals and entities with whom the TML MultiState IEBP contracts for staff functions may receive Plan benefits.

14. Each Employer Member acknowledges that health Plan benefits provided in accordance with Chapter 172 of the Texas Local Government Code are not insurance and that the TML MultiState IEBP is not an insurer under the Insurance Code or other laws of the State of Texas or of another state in which an Employer Member is located.
15. The Employer Member and the TML MultiState IEBP may contract for additional administrative services related to the Employer Member's employee benefit programs as long as the Employer Member is a full medical risk participating member of the TML MultiState IEBP.
16. The Employer Member agrees that no Covered Participant shall have any claim against the property of the trust. The rights of Covered Participants are limited to the benefits specified in the Plan.
17. The Employer Members desire to join together to purchase life insurance benefiting their Employees, officials, and retirees and their dependents. Therefore, the Employer Member authorizes the TML MultiState IEBP to purchase life insurance coverage insuring the lives of all Covered Participants under the Plan.
18. No bond is required of the Board of Trustees of the TML MultiState IEBP.
19. If any part of this Interlocal Agreement, save and except paragraph 3, is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Interlocal Agreement shall be in Austin, Travis County, Texas.
20. This Interlocal Agreement represents the complete understanding of the TML MultiState IEBP and the Employer Member and may not be amended, modified or altered without the written agreement of both parties.
21. The initial term of this Interlocal Agreement shall be from the ____ day of _____, 20__, at 12:01 a.m. and continue until _____. Absent notice of termination, the Employer Member may annually renew and extend the Interlocal Agreement by executing and returning the rerate notice and benefit selection form as authorized at the inception of this Interlocal Agreement.
22. This Interlocal Agreement is entered into in the State of Texas and it is understood and agreed that this Interlocal Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the State of Texas.
23. Employer Member represents and warrants that (a) this Agreement fully complies with the laws of its state of domicile and (b) Employer Member has full legal authority to enter into this Agreement. By entering into this Agreement, an Employer Member who is an Affiliated Service Contractor further warrants that it is an organization qualified for exemption under Section 501(c), Internal Revenue Code (26 U.S.C. Section 501(c)), as amended, that provides governmental or quasi-governmental services on behalf of a political subdivision and derives more than 25 percent of its gross revenues from grants or funding from the political subdivision.

This Interlocal Agreement is entered into for the Employer Member under authorization of

(EMPLOYER MEMBER)

at duly called meeting held on _____

(Date of Meeting)



By _____

(SIGNATURE)

(Typed or Printed Name)

Authorized Official Title _____

MAYOR

Date _____

This Interlocal Agreement entered into and Appointment Accepted By:

The TML MultiState Intergovernmental Employee Benefits Pool at Austin, Texas

By _____

Date _____

TO BE COMPLETED BY EMPLOYER MEMBER:

EMPLOYER MEMBER BENEFITS FUND CONTACT

Name _____

Title _____

Mailing Address _____

Street Address (if different from above) _____

City/State/Zip _____

Phone _____

Fax _____

E-mail _____



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: Consider, discuss and act upon clarification of driveway approaches, driveways and parking hazards and issues

- Ordinance # 2004-54 is attached for review
- City Manager Ben White will discuss this item further

ACTION: Offer direction regarding this topic.

**CITY OF FARMERSVILLE
ORDINANCE #2004-54**

AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING ARTICLE 10 OF THE CODE OF ORDINANCES BY ADDING SECTION 10.123 ESTABLISHING AUXILIARY PARKING AREAS AND RESTRICTED PARKING AREAS IN RESIDENTIAL ZONES; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville, Texas, finds that the parking of vehicles in front yards in residential zones is contrary to the public health, safety and general welfare of the City, lowers property values, creates urban blight and constitutes a public nuisance; and

WHEREAS, the City Council of the City of Farmersville, Texas, finds that the remedy is to establish auxiliary parking areas and restricted parking areas to prohibit such parking at all times; NOW, THEREFORE,

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

SECTION 1. That Article 10, "Traffic Control", of the Code of Ordinances of the City of Farmersville, Texas, is amended by adding Section 10.123, which Section reads as follows:

"Section 10.123 Establishing Auxiliary Parking Areas and Restricted Parking Areas in Residential Zones

A. Definitions. As used in this section:

Auxiliary parking area means the area between the driveway and the nearest property line located on the adjoining side of the residential structure as the driveway, as indicated in the diagram hereto attached as Exhibit A. An exception is an improved circular driveway located directly in the front of the residence.

Corner lot means a residential property located at the intersection or confluence of two or more streets such that public street rights-of-way are directly adjacent to at least two contiguous sides of the lot.

Driveway means the primary improved parking surface that provides egress and ingress from a garage, carport or off-street parking area to an adjacent street or alley.

Front yard means the area between the front building lines of a residential structure to the front property line or street right-of-way line or, when a structure does not exist, the area defined as front yard by the zoning ordinance.

Improved parking surface means a continuous paved surface area used for the parking or storage of vehicles that is overlaid or otherwise paved with concrete, asphalt, paving stones or other hard surfaced durable material approved by the building official.

Restricted parking area means the area between the driveway and the farthest property line located on the opposite side of the residential structure from the driveway, through the front yard and the side yard of the property. The restricted parking area shall include the front yard and the side yard as indicated in the diagram hereto attached as Exhibit A. An exception is an improved circular driveway located directly in the front of the residence.

Side yard means the area from the side of a residential structure to the side property line or, when no structure exists, the area defined as a side yard by the zoning ordinance.

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn or moved upon a street, highway, waterway or airway and shall include any automobile, bus, truck, tractor, motor home, farm machinery, motorcycles, scooters, mopeds, all-terrain vehicles, boats, aircraft, recreational vehicles, golf carts, go-carts, trailers, fifth wheel trailers, campers, camper shells, wheeled towing frames, semi-tractor trailers, truck beds mounted on chassis and mobile homes. This definition does not include non-motorized bicycles, small engine lawn mowers and devices of similar scale.

B. Regulations.

(1) Parking in restricted parking areas prohibited. A person commits an offense if the person causes, suffers, permits or allows:

- a. The parking or storage of any vehicle within the restricted parking area which includes the front yard or side yard of an improved or unimproved residential single-family or duplex lot or tract.
- b. The parking or storage of any vehicle within the restricted parking area which includes the front yard or side yard adjacent to a corner of any residential single-family or duplex lot or tract unless concealed from view from all public street rights-of-way by:
 1. A solid, opaque, screening fence or wall at least six feet in height;
 2. Permanently planted vegetation consisting of a solid hedgerow of evergreen shrubs, or trees and shrubs, providing full screening from the ground to a minimum height of six feet;
 3. Any combination of the above that effectively conceals the vehicle from view and accomplishes the required screening height.

C. Maintenance

All improved parking surfaces shall be maintained in good and safe condition and be free of holes, cracks or other failures that may affect the use, safety, appearance or drainage of the surface or of the adjoining property.

D. Penalty

- (1) Any person violating any provision of this Article shall be deemed guilty of a misdemeanor, and shall upon conviction be fined a sum not to exceed five hundred dollars (\$500.00). Each day violation of this Article continues shall constitute a separate offense.
- (2) Nothing in this Article is intended to diminish in any respect Deed Restrictions which may impose more stringent requirements than those provided herein."

SECTION 2. All other ordinances in conflict herewith are repealed and all other ordinances not specifically affected by this ordinance or the Code of Ordinances as amended hereby shall remain in effect as written, approved and adopted.

SECTION 3. That should any word, phrase, paragraph, section or portion of this ordinance, or of the Code of Ordinances, as amended hereby, be held to be unenforceable, void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, or of the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED by the City Council of the City of Farmersville, Texas, this the 14th day of December 2004.

APPROVED:



ROBBIN LAMKIN, MAYOR

ATTEST:



LINDA AARON, CITY SECRETARY



APPROVED AS TO FORM:

CITY ATTORNEY (RLD/11/12/04) (69429)

**CITY OF FARMERSVILLE
ORDINANCE #2004-54**

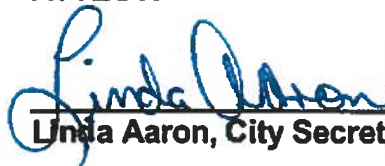
AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING ARTICLE 10 OF THE CODE OF ORDINANCES BY ADDING SECTION 10.123 ESTABLISHING AUXILIARY PARKING AREAS AND RESTRICTED PARKING AREAS IN RESIDENTIAL ZONES; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

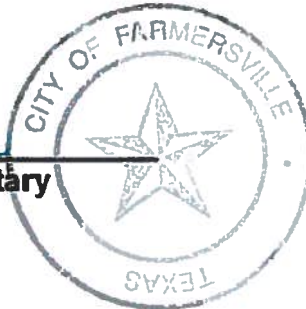
DULY PASSED by the City Council of the City of Farmersville, Texas, on the 14th day of December 2004.

APPROVED:


Robbin Lamkin, Mayor

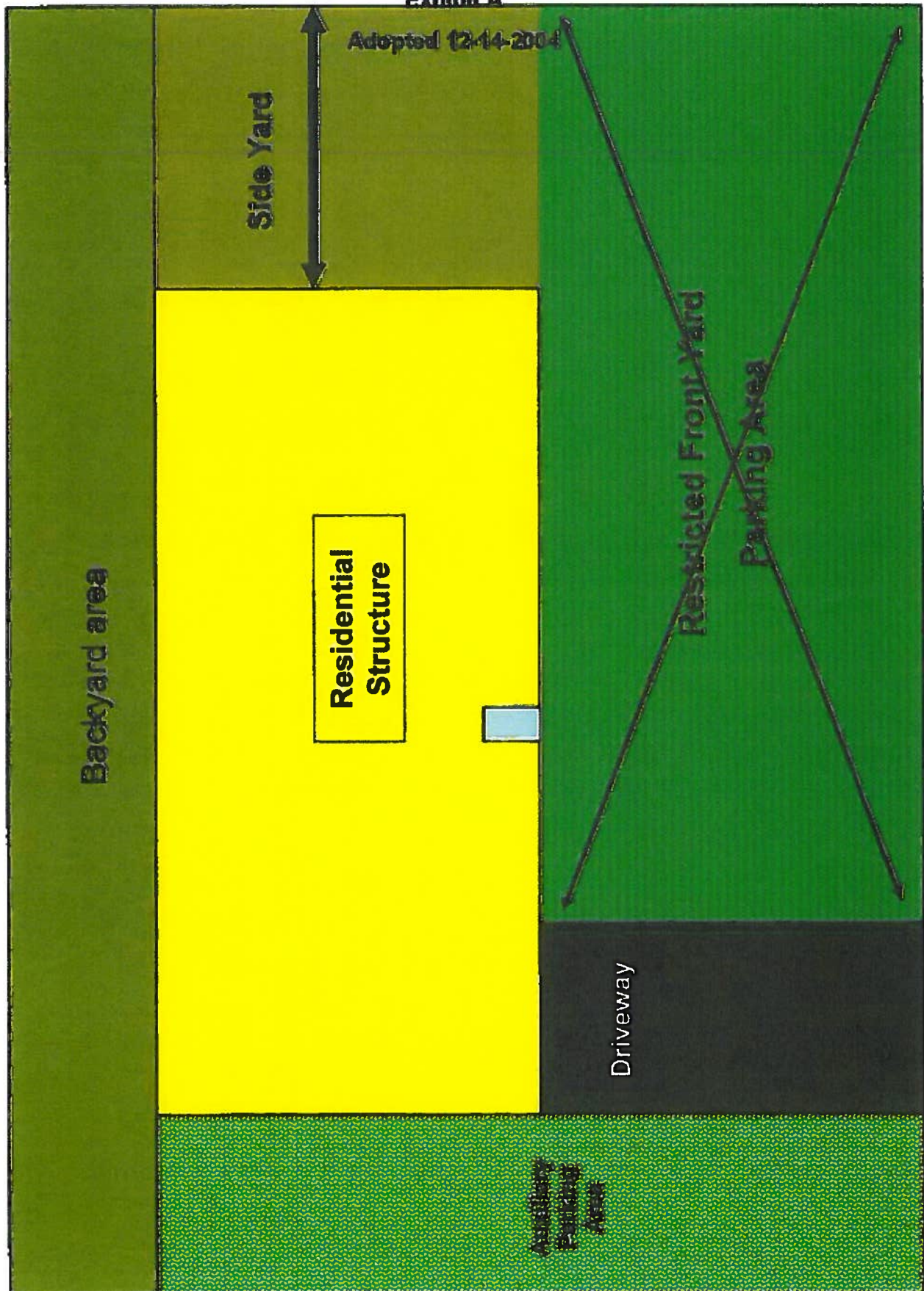
ATTEST:


Linda Aaron, City Secretary



Ordinance #2004-54

Exhibit A

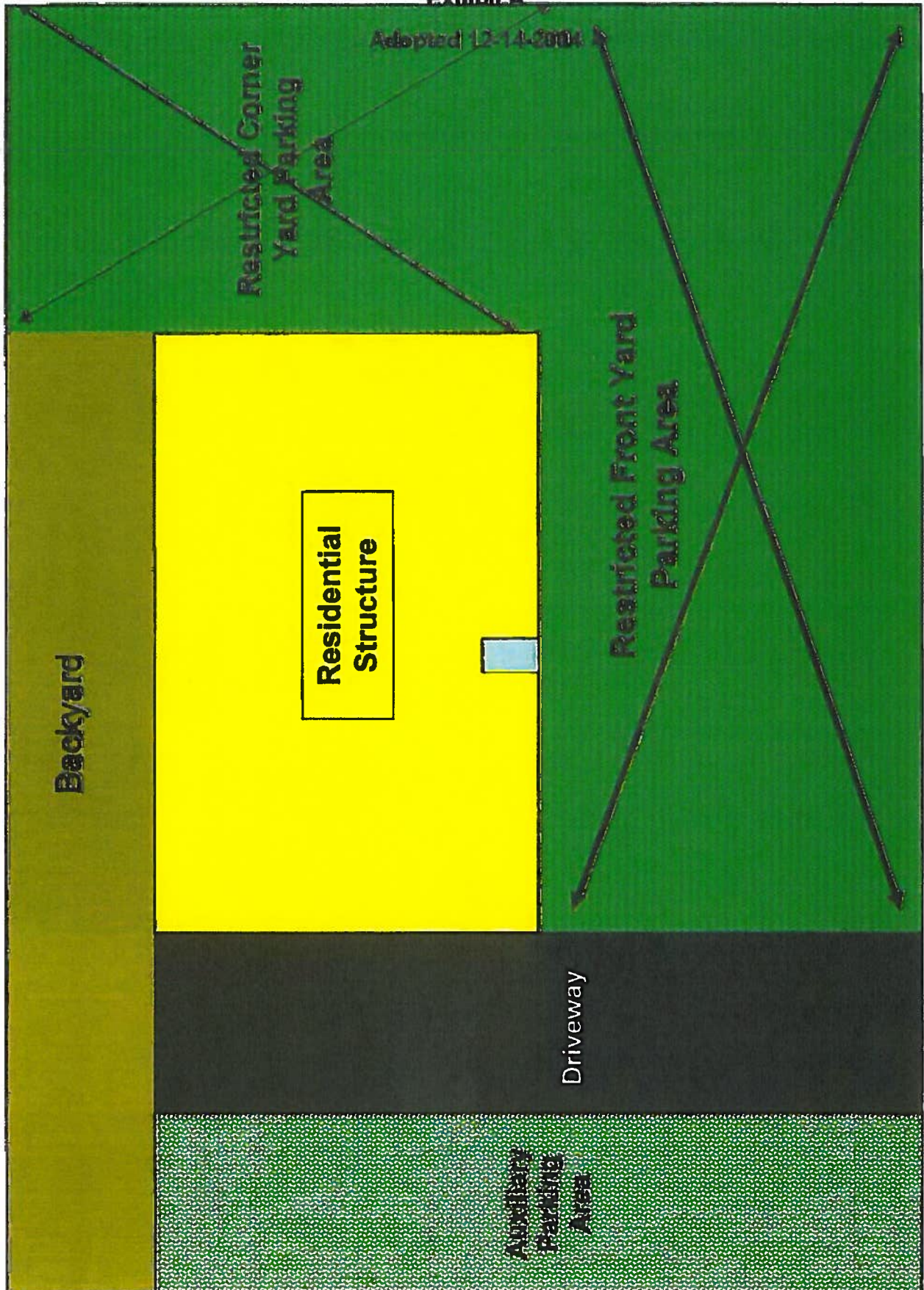


Corner Lot

Ordinance #2004-54

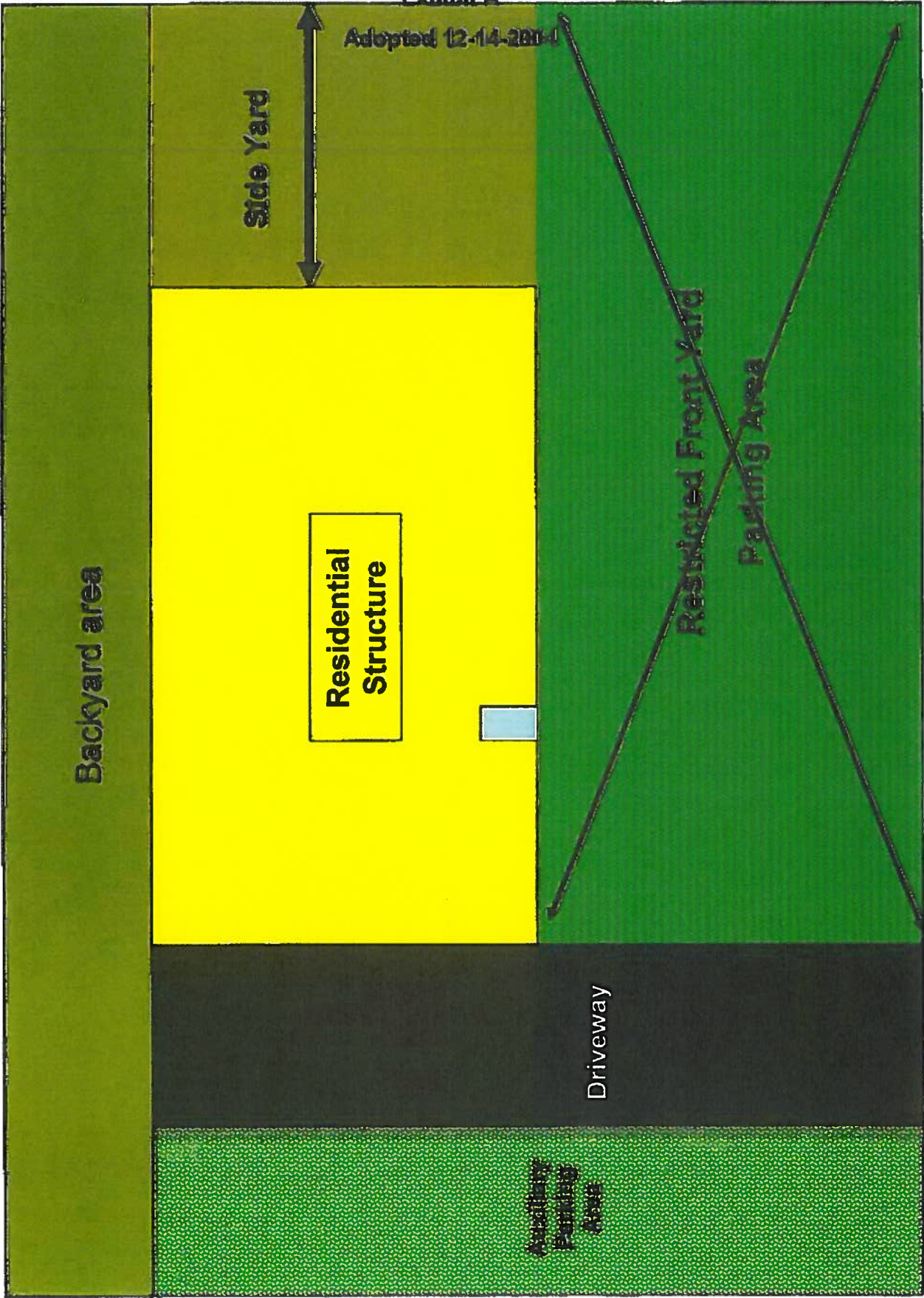
Exhibit A

Adopted 12-14-2004



Ordinance #2004-54

Exhibit A



residence known as 100 College and being bound on the North by the residences known as 102 College and 104 College Street.

- B. The gravel, unnamed, road (now known as Farmersville Parkway) which runs between South Washington Street and Johnson Street, said road being bound on the South by the Old Honaker Mill premises and on the North by Louisiana & Arkansas Railroad.
- C. The parking lot east of the First Baptist Church, said parking lot being bound on the West by South Washington Street, on the North and East by various buildings located on the Downtown Square, and on the South by the residence known as 107 South Washington Street.
- D. Persons may park said trucks or trailers in excess of one (1) ton on the parking areas designated in Sec. 10.122.2 of this section for any amount of time.
- E. Persons may park said trucks or trailers in excess of one (1) ton on the parking area designated in Section 10.122.3, C. from 6:00 P.M. to 7:00 A.M. the following day. (Ord. No. 76-2, Adopted 5-10-76)

Sec. 10.123 Establishing Auxiliary Parking Areas and Restricted Parking Areas in Residential Zones

A. Definitions. As used in this section:

Auxiliary parking area means the area between the driveway and the nearest property line located on the adjoining side of the residential structure as the driveway, as indicated in the diagram hereto attached as Exhibit A. An exception is an improved circular driveway located directly in the front of the residence.

Corner lot means a residential property located at the intersection or confluence of two or more streets such that public street rights-of-way are directly adjacent to at least two contiguous sides of the lot.

Driveway means the primary improved parking surface that provides egress and ingress from a garage, carport or off-street parking area to an adjacent street or alley.

Front yard means the area between the front building lines of a residential structure to the front property line or street right-of-way line or, when a structure does not exist, the area defined as front yard by the zoning ordinance.

Improved parking surface means a continuous paved surface area used for the parking or storage of vehicles that is overlaid or otherwise paved with concrete, asphalt, paving stones or other hard surfaced durable material approved by the building official.

Restricted parking area means the area between the driveway and the farthest property line located on the opposite side of the residential structure from the driveway, through the front yard and the side yard of the property. The restricted parking area shall include the front yard and the side yard as indicated

in the diagram hereto attached as Exhibit A. An exception is an improved circular driveway located directly in the front of the residence.

Side yard means the area from the side of a residential structure to the side property line or, when no structure exists, the area defined as a side yard by the zoning ordinance.

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn or moved upon a street, highway, waterway or airway and shall include any automobile, bus, truck, tractor, motor home, farm machinery, motorcycles, scooters, mopeds, all-terrain vehicles, boats, aircraft, recreational vehicles, golf carts, go-carts, trailers, fifth wheel trailers, campers, camper shells, wheeled towing frames, semi-tractor trailers, truck beds mounted on chassis and mobile homes. This definition does not include non-motorized bicycles, small engine lawn mowers and devices of similar scale.

B. Regulations.

(1) Parking in restricted parking areas prohibited. A person commits an offense if the person causes, suffers, permits or allows:

- a. The parking or storage of any vehicle within the restricted parking area which includes the front yard or side yard of an improved or unimproved residential single-family or duplex lot or tract.
- b. The parking or storage of any vehicle within the restricted parking area which includes the front yard or side yard adjacent to a corner of any residential single-family or duplex lot or tract unless concealed from view from all public street rights-of-way by:
 1. A solid, opaque, screening fence or wall at least six feet in height;
 2. Permanently planted vegetation consisting of a solid hedgerow of evergreen shrubs, or trees and shrubs, providing full screening from the ground to a minimum height of six feet;
 3. Any combination of the above that effectively conceals the vehicle from view and accomplishes the required screening height.

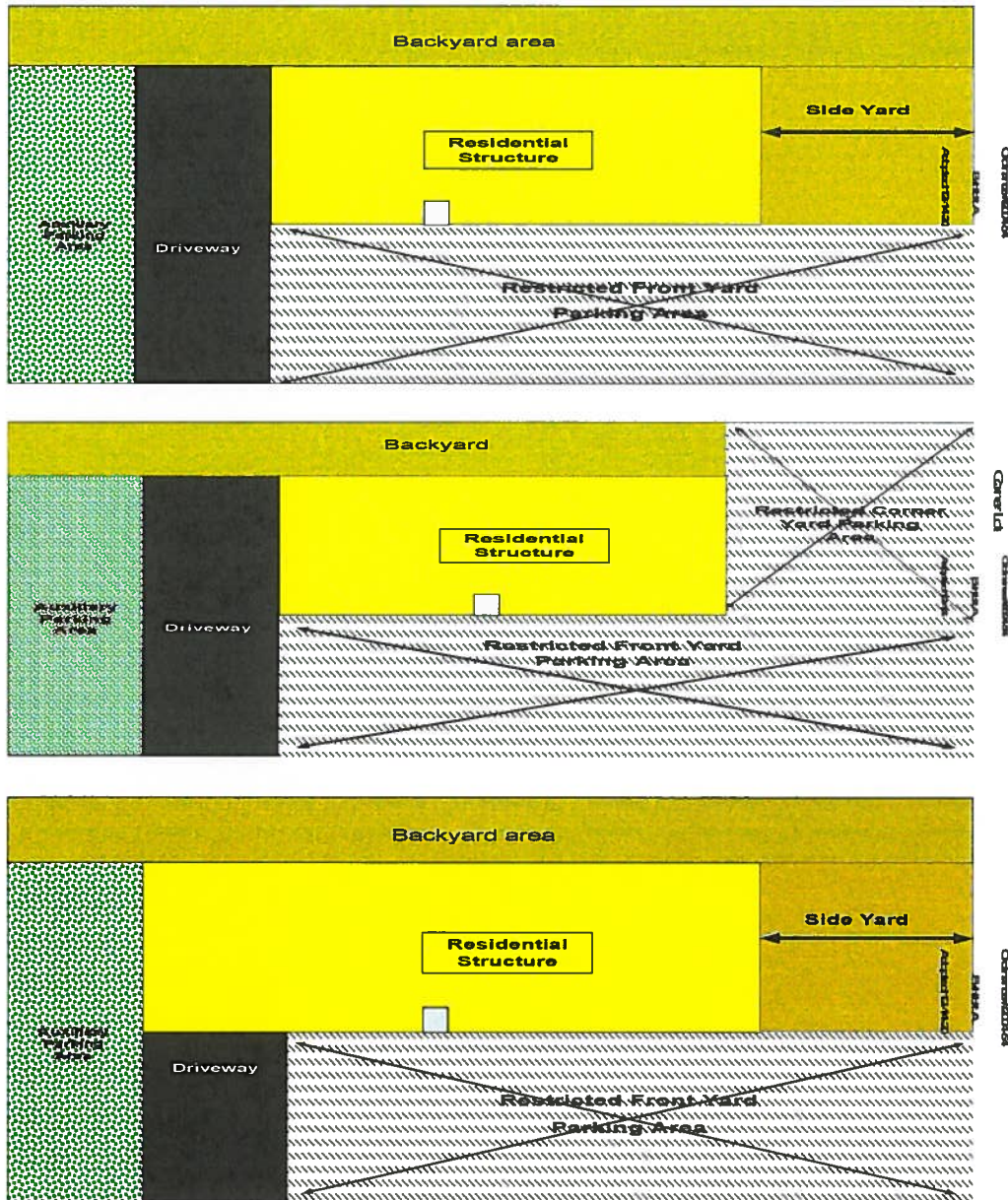
C. Maintenance

All improved parking surfaces shall be maintained in good and safe condition and be free of holes, cracks or other failures that may affect the use, safety, appearance or drainage of the surface or of the adjoining property.

D. Penalty

- (1) Any person violating any provision of this Article shall be deemed guilty of a misdemeanor, and shall upon conviction be fined a sum not to exceed five hundred dollars (\$500.00). Each day violation of this Article continues shall constitute a separate offense.
- (2) Nothing in this Article is intended to diminish in any respect Deed Restrictions which may impose more stringent requirements than those provided herein. (Ord. No. 04-54, Adopted 12-14-2004)

Parking in Yard Illustrations





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: June 10, 2014
SUBJECT: Discuss Proposed Fiscal Year Budget 2014 – 2015

- Information will be presented at the meeting

ACTION: Workshop discussion.