

ATMOS ENERGY/CALL 811 BEFORE YOU DIG

As you celebrate
811 Safe Digging Day

August 11, 2014

WHEREAS, the leading cause of harm to underground facilities is excavation damage; and

WHEREAS, pipeline operators and other underground facility owners are committed to raising the awareness of underground damage prevention and safe digging practices; and

WHEREAS, everyone has a responsibility to ensure their safety; and

WHEREAS, dedication to safe digging practices is helping prevent potentially serious or fatal injuries while keeping our environment clean and our utilities on without interruption; and

WHEREAS, the date of August 11 (8/11) corresponds to the nationwide one-call number, 811, which provides anyone planning to excavate a simple, easy way to contact the state underground notification center; and

WHEREAS, once a call is made to the one-call notification center, the appropriate underground facility operators are notified of the person's intent to dig. Professional locators are then sent to the requested digging site to mark the approximate locations of underground lines with flags, spray paint or both; and

WHEREAS, Striking a single line can cause injury, repair costs, fines and inconvenient outages; and

WHEREAS, through the support of the pipeline industry, the nationwide 811 Day media effort promoting the Call Before You Dig program will air ads during the week of August 11th.

WHEREAS, everyone should call 811 before digging; and

WHEREAS, the City of Farmersville supports these efforts to promote underground damage prevention and safe digging practices, and

Now therefore, I Joseph E. Helmberger, Mayor of Farmersville, do hereby recognize August 11, 2014 as 811 Safe Digging Day in Farmersville, and I call this observance to the attention of all citizens.

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



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: July 29, 2014

SUBJECT: Second Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule to increase the water rates

- An Ordinance is attached for review.
- Council approved first reading on July 8th with changes reflected in the ordinance presented.

ACTION: Approve or disapprove Ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-0722-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING FARMERSVILLE CODE OF ORDINANCES AMENDING APPENDIX A, "MASTER FEE SCHEDULE," AMENDING THE WATER SERVICE FEES ADOPTED THROUGH SECTION 11.122.4, ENTITLED "WATER SERVICE FEES"; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: MASTER FEE SCHEDULE FOR WATER SERVICE AMENDED

From and after the effective date of this Ordinance, the Master Fee Schedule is hereby amended in part by deleting the current Water Service Fee charges and replacing said fees with new Water Service Fees in accordance with Section 11.122.4 of the Code of Ordinances to read as follows:

WATER SERVICE	
Description	Fee
Inside City Limits:	
Meter Charge (Includes 1,000 gallons)	
3/4 Inch or Less	\$12.69
1 Inch	\$20.89
1 1/2 Inch	\$41.41
2 Inch	\$66.02
3 Inch	\$74.23
4 Inch	\$205.52
6 Inch	\$410.66
Volumetric Charges (per 1,000 gallons)	
1,001 to 10,000 Gallons	\$5.83
10,001 to 20,000 Gallons	\$7.68
In Excess of 20,000 Gallons	\$9.51
Outside City Limits:	
Residential or Commercial Customers of Record Prior to 1985	
Meter Charge (includes 1,000 gallons)	
3/4 Inch or Less	\$19.04
1 Inch	\$31.34
1 1/2 Inch	\$62.12
2 Inch	\$99.03
3 Inch	\$111.35
4 Inch	\$308.28
6 Inch	\$615.99

Volumetric Charges (per 1,000 gallons)	
1,001 to 10,000 Gallons	\$8.75
10,001 to 20,000 Gallons	\$11.52
In Excess of 20,000 Gallons	\$14.27
Outside City Limits:	
Residential or Commercial Customers of Record Since 1985	
Meter Charge (includes 1,000 gallons)	
3/4 Inch or Less	\$25.38
1 Inch	\$41.78
1 1/2 Inch	\$82.82
2 Inch	\$132.04
3 Inch	\$148.46
4 Inch	\$411.04
6 Inch	\$821.32
1,001 to 10,000 Gallons	\$11.66
10,001 to 20,000 Gallons	\$15.36
In Excess of 20,000 Gallons	\$19.02
1,001 to 10,000 Gallons	\$11.66
Outside City Limits:	
Old Customers of Caddo Park Rate Information	
Meter Charge (includes 1,000 gallons)	
3/4 inch or less	\$15.78
1 inch	\$27.27
1 ½ inch	\$54.23
2 inch	\$86.57
3 inch	\$97.35
4 inch	\$269.83
6 inch	\$539.40
Volumetric Charges (per 1,000 gallons)	
1,001 to 10,000 gallons	\$7.41
10,001 to 20,000 gallons	\$9.81
In excess of 20,000 gallons	\$12.18

SECTION 2. SEVERABILITY CLAUSE

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

SECTION 3. REPEALER CLAUSE

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

SECTION 4: This Ordinance shall take effect after approval and adoption by City Council and with publication of the caption, as the law in such cases provides for the August 2014 billing cycle.

PASSED on first reading on the 8th day of July, 2014, and second reading on the 22nd day of July, 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 22nd DAY OF JULY, 2014.

APPROVED:

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

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: July 29, 2014

SUBJECT: Only Reading – Consider, discuss and act upon an ordinance initiating a bond draft for Phase 2 of the 2012 Bond projects

- An Ordinance will be emailed to Council for review. The Ordinance will be made available to the public at the Council meeting on July 29th.
- Representatives from First Southwest will be available to answer questions

ACTION: Approve or disapprove Ordinance as presented.



General Obligation Refunding and Improvement Bonds, Series 2014

Projected Schedule of Events

Jun-14							Jul-14							Aug-14						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30
														31						

Complete

By	Day	Event
6-Jun-14	Friday	Provide initial draft of Preliminary Official Statement and send to City and Bond Counsel for comments and modifications
16-Jun-14	Monday	Receive information from City and Comments from Bond Counsel
18-Jun-14	Wednesday	Provide draft of Preliminary Official Statement to credit rating agency for review
23-Jun-14	Week of	Rating Agency Call
7-Jul-14	Monday	Receive credit ratings
15-Jul-14	Tuesday	Finalize Preliminary Official Statement Distribute Preliminary Official Statement electronically through i-Deal Prospectus
29-Jul-14	Tuesday	Award Bonds and adopt Ordinance at Council Meeting
5-Aug-14	Tuesday	Print Final Official Statement
28-Aug-14	Thursday	Closing and delivery of funds



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: First Reading – Consider, discuss and act upon an ordinance regulating the sales of e-cigarettes and similar products to minors

- An ordinance is attached for review.

ACTION: Council to approve or disapprove ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-0812-001**

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 47, "OFFENSES," BY AMENDING ARTICLE IV, "OFFENSES AGAINST PUBLIC MORALS," BY ADOPTING A NEW DIVISION 4 ENTITLED "E-CIGARETTE REGULATIONS"; MAKING FINDINGS RELATED THERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; 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") is permitted to establish ordinances to protect the health, safety and general welfare of its residents; and

WHEREAS, an electronic cigarette ("e-cig" or "e-cigarettes") is a battery-operated device that converts, among other things, liquid nicotine into a gas or aerosol that is inhaled by the consumer; and

WHEREAS, in the Tobacco Control Act, the United States Congress recognized that nicotine is an addictive drug; and

WHEREAS, the National Institute for Occupational Safety and Health and the Center for Disease Control and Prevention have prepared emergency response information addressing the dangers associated with liquid nicotine; and

WHEREAS, nicotine affects the nervous system and heart and exposure to relatively small amounts of liquid nicotine can rapidly be fatal; and

WHEREAS, the U.S. Food and Drug Administration ("FDA") published an article in July 2009 warning of the potential dangers posed by electronic cigarettes, which include nicotine addiction and the appeal to young people due to different flavors (such as chocolate, strawberry and mint); and

WHEREAS, the FDA acknowledges that the safety and efficacy of e-cigarettes have not been fully studied, and that consumers therefore have no way of knowing, among other things, whether e-cigarettes are safe for their intended use or how much nicotine or other potentially harmful chemicals are being inhaled during use; and

WHEREAS, the American Medical Association addressed the risks associated with the use of electronic cigarettes and adopted a policy recommending that electronic cigarettes be classified as a drug delivery device, subject to the FDA's regulations and approval.

WHEREAS, the City Council recognizes e-cigarettes are marketed to consumers without regard to the age of the consumer; and

WHEREAS, e-cigarettes are not yet regulated by state or federal law; and

WHEREAS, the FDA is considering appropriate regulation of e-cigarettes, but it is essential for the City to impose some type of reasonable restriction on these products until a federal regulatory system may be properly implemented; and

WHEREAS, it has been determined that the regulation of e-cigarettes is in the best interests of the City of Farmersville and will promote the health, safety and welfare of the citizens of the City of Farmersville and the general public.

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

SECTION 1: FINDINGS. The foregoing recitals are hereby 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 47, "OFFENSES," BY AMENDING ARTICLE IV, "OFFENSES AGAINST PUBLIC MORALS," BY ESTABLISHING A NEW DIVISION 4 ENTITLED "E-CIGARETTE REGULATIONS"

From and after the effective date of this Ordinance, Chapter 47, "Offenses," is hereby amended by amending Article IV, "Offenses against Public Morals," by adopting a new Division 4 entitled "E-cigarette Regulations" is hereby adopted to read as follows:

"DIVISION 4. E-CIGARETTE REGULATIONS.

Sec. 47-170. Purpose.

The purpose of this article is to prohibit the purchase, use, and possession by minors, and the sale to minors, of e-cigarettes, hereinafter defined, within the City limits of the City of Farmersville.

Sec. 47-171. Definitions.

As used in this section, the following words and phrases shall have the following meanings:

"Electronic cigarette", "e-cigarette", or "e-cig" shall mean any device usually composed of a mouthpiece, a heating element or atomizer, a battery or other power source, and electronic circuits that provides a gas derived from liquid nicotine and/or other substances which is inhaled by a user simulating smoking but without the use of fire, smoke, ash or carbon monoxide. The term specifically includes "personal vaporizers" and "electronic nicotine delivery systems" and all other such devices, regardless of the details of the product appearance or marketed name, generally manufactured to resemble cigarettes, cigars, pipes, or other smoking devices.

"Liquid nicotine" means any liquid product composed either in whole or part of nicotine, propylene glycol and/or

other similar substances and manufactured for use with an e-cigarette to be converted into a gas for inhaling.

"Minor" shall mean any individual younger than eighteen (18) years of age.

"Person" shall mean an individual, corporation, limited liability company, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association, wholesaler, retailer, or other entity or business of any kind, whether licensed or unlicensed.

"Photographic identification" means state, district, national or other equivalent government driver's license, identification card or military card, in all cases bearing a photograph and a date of birth, or a valid passport.

Sec. 47-172. Prohibited Acts.

A. It shall be unlawful for any person to give, distribute, transfer, sell, market, or offer e-cigarettes, their components, or samples to a minor within the City limits of the City of Farmersville.

B. It shall be unlawful for any minor to use, purchase, obtain or possess e-cigarette or their components within the City limits of the City of Farmersville. This prohibition does not apply to activities or enforcement actions under the control of a City, state or federal law enforcement authority.

C. It shall be unlawful for a minor to state, in order to acquire an e-cigarette, to any person engaged in the business of selling e-cigarettes that such minor is 18 years of age or older, or is not otherwise a minor.

D. It shall be unlawful for a minor to present, in order to acquire an e-cigarette, to any person engaged in the business of selling e-cigarettes any document or writing that purports to establish that such minor is 18 years of age or older, or is not otherwise a minor.

E. It shall be unlawful for any person to sell or permit to be sold e-cigarettes or their components through any device that mechanically dispenses such products unless the device is located fully within premises from which such premises minors are prohibited.

Sec. 47-173. Defenses.

It shall be a defense to a violation of Section 47-172, above, if the minor is:

(a) in the course and scope of the minor's employment by a person holding a permit issued by the state authorizing the person to engage in the business of being a distributor, wholesaler, bonded agent or retailer of e-cigarettes; or

(b) in the presence of a parent, guardian, spouse or other adult to whom the minor had been committed by a court."

SECTION 3: REPEALER. This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Any and all Ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 4: 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 5: PENALTIES FOR VIOLATION. Any person, firm or corporation violating any provision of this Ordinance, upon conviction, shall be guilty of a misdemeanor and shall be punished by a fine of up to \$500.00 for each offense, and each and every day such a violation continues shall be considered a separate offense and punished accordingly.

SECTION 6: 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 7: 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 8: 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 9: 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 10: EFFECTIVE DATE. This Ordinance shall take effect immediately from and after its passage by the City Council of the City of Farmersville.

PASSED on first reading on the 29th day of July, 2014, and second reading on the 12th day of August, 2014 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED:

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: Consider, discuss and act upon City Financial Reports

- Financial Reports are to be emailed to the Council. These reports will be available to the public by contacting the City Secretary's Office.

ACTION: Approve or disapprove the Financials as presented.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: Consider, discuss and act upon a mutual aid agreement between the City of Farmersville and Sharyland Utilities

- A mutual aid agreement is attached for review

ACTION: Approve or disapprove the agreement as presented.

MUTUAL AID AGREEMENT

Sharyland Utilities LLC / City of Farmersville

July 29, 2014

THIS MUTUAL AID AGREEMENT ("Agreement") is entered into by and between SHARYLAND UTILITIES, hereinafter "SU," and the CITY OF FARMERSVILLE, hereinafter "City." SU and City may hereinafter be referred to individually as "Party" and/or collectively as "Parties."

RECITALS:

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

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

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

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

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

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

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

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

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

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

ARTICLE I

UNDERLYING PREMISES

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

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

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

ARTICLE II

OPERATIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

2.7 Fiscal Provisions:

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

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

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

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

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

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

ARTICLE III **GENERAL PROVISIONS**

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

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

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

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

3.3.3 Termination shall not:

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

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

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

3.4 Dispute Resolutions:

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

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

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

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

EXECUTED IN MULTIPLE COPIES UPON THE DATES SET FORTH BELOW.

Signed on behalf of the City of Farmersville, Texas this 29th day of July, 2014.

CITY OF FARMERSVILLE, TEXAS

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

Date Signed: July 29, 2014

ATTEST:

Edie Sims, City Secretary

APPROVED AS TO FORM:

Alan D. Lathrom, City Attorney

Signed on behalf of Sharyland Utilities this ____ day of _____, 2014.

SHARYLAND UTILITIES

By: _____

Name: _____

Title: _____

Date Signed: _____

APPROVED AS TO FORM:

Exhibit A

Per Hour Cost

Oh Working Foreman Directs And Coordinates Daily Crew Operation In Safe And Efficient Manor To Complete Assigned Projects To Meet Assigned Schedules. Properly Completes All Associated Paperwork. If Crew-hour Rates Apply, Labor And Equipment Rates For Included Resources Do Not Apply.	\$62.31
Oh Lineman, Climbing, Performs All Task Associated With Line Construction Both Energized And De-energized Requiring Climbing Or Bucket Operation. If Crew-hour Rates Apply, Labor And Equipment Rates For Included Resources Do Not Apply.	\$56.12
Oh Lineman, Non-climbing, Performs All Task Associated With Line Construction Both Energized And De-energized Requiring Bucket Operation. Excludes Climbing Poles. If Crew-hour Rates Apply, Labor And Equipment Rates For Included Resources Do Not Apply.	\$50.99
Oh Equipment Operator, Operates Specialized Equipment. If Crew-hour Rates Apply, Labor And Equipment Rates For Included Resources Do Not Apply.	\$41.54
Oh Groundman, Assist Crew With Task As Required. If Crew-hour Rates Apply, Labor And Equipment Rates For Included Resources Do Not Apply.	\$33.24
Truck, Pickup 1/2 - 1 Ton	\$9.81
Service Body Truck, 3/4 Pickup With Service Body,	\$13.49
Truck, Utility 1-1/2 - 2 Ton	\$19.63
1 Ton Utility/service Truck/van	\$19.63
1 Ton Small Bucket	\$24.53
Truck, Hydraulic Boom	\$49.08
Bucket, 1-ton With Material Handler	\$31.05
Truck, Bucket - 55 And Smaller (does Not Apply To A 1 Ton Bucket.), Per Hour.	\$49.08
65 Bucket Truck	\$87.82
70 Bucket Truck	\$94.08
75 Bucket Truck	\$100.36
85 Bucket Truck	\$106.65
Truck, Hole Digger	\$53.26
Cable Trailer, For Service Work Only	\$7.39
Tugger, Underground Cable Pulling Rig	\$24.53
Ez Hauler, Back Yard Bucket/digger (or Equivalent)	\$41.83
Trencher Up To 20 Hp. (or Equivalent)	\$21.79
Trencher 21 To 100hp (or Equivalent)	\$45.65
Trencher 101 -235hp (or Equivalent)	\$138.00
Trencher Up To 236 - 300hp (or Equivalent)	\$199.74
Vactron	\$77.12
Dozer	\$106.65



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: Consider, discuss and act upon an interconnection agreement between the City of Farmersville and Sharyland Utilities

- An agreement is attached for review

ACTION: Approve or disapprove the agreement as presented.

**DISTRIBUTION
INTERCONNECTION AGREEMENT**

BETWEEN

SHARYLAND UTILITIES, L.P.

AND

Farmersville Electric

DATED: July 29, 2014

**DISTRIBUTION INTERCONNECTION AGREEMENT
BETWEEN
SHARYLAND UTILITIES, L.P.
AND
FARMERSVILLE ELECTRIC**

This Agreement is made and entered into as of the 29th day of July, 2014, (the “Execution Date”), by and between **Sharyland Utilities, L.P.** (“Sharyland”) and **Farmersville Electric** (“Farmersville”) each sometimes hereinafter referred to individually as a “Party” or both referred to collectively as the “Parties.”

WITNESSETH

WHEREAS, each Party is the owner and operator of transmission and/or distribution facilities and is engaged in the business of delivering electric energy to the general public within ERCOT; and

WHEREAS, the Parties desire to interconnect their respective distribution systems in the respects, and under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein set forth, the Parties agree as follows:

ARTICLE I – EFFECTIVE DATE AND TERM

1.1 This Agreement shall become effective on the Execution Date (the “Effective Date”).

1.2 Unless otherwise mutually agreed, this Agreement shall remain in effect initially for a period of five (5) years from the Effective Date, and shall continue in effect thereafter for periods of two (2) years each unless canceled after such initial period or any subsequent period either by mutual agreement or by either Party upon at least twenty-four (24) months written notice to the other Party. Upon termination of this Agreement, each Party shall discontinue the use of the facilities of the other and shall disconnect the Points of Interconnection. Any cost recovery obligations resulting from this Agreement shall survive termination of this Agreement until such obligations are fulfilled.

ARTICLE II – OBJECTIVE AND SCOPE

2.1 It is the intent of the Parties, by this Agreement, to state the terms and conditions under which the Parties’ distribution systems will be interconnected and to identify the facilities provided by each Party at the Points of Interconnection.

2.2 This Agreement shall apply to the ownership, construction, operation, and maintenance of those facilities that are specifically identified and described in the Facility Schedules that are attached hereto and incorporated herein. This Agreement does not obligate either Party to provide, or entitle either Party to receive, any service not expressly provided for herein. Each Party is responsible for making the arrangements necessary to receive any delivery service, ancillary service or other miscellaneous service that either Party may desire from the other Party or any third party.

2.3 This Agreement, including all attached Facility Schedules, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement; provided, however, the Parties acknowledge that in some cases they may enter into separate agreements regarding the construction, repair, upgrade, or demolition of certain facilities as contemplated by Section 4.4. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof if not set forth or provided for herein. This Agreement replaces and supersedes all other agreements and undertakings, oral and written, between the Parties with regard to the subject matter hereof. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein; such agreements are unaffected by this Agreement.

ARTICLE III – DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

3.1 Agreement means this Interconnection Agreement with all exhibits, schedules and attachments applying hereto, including any schedules and attachments hereafter made and any amendments hereafter made.

3.2 ERCOT means the Electric Reliability Council of Texas, Inc., or its successor in function.

3.3 ERCOT Requirements means the ERCOT Nodal Operating Guides, ERCOT Metering Guidelines, and ERCOT Nodal Protocols adopted by ERCOT and approved by the PUCT, including any attachments or exhibits referenced in the ERCOT Nodal Protocols, as amended from time to time, that contain the scheduling, operating, planning, reliability, and settlement (including customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT.

3.4 Facility Schedule(s) means the schedule(s) to this Agreement that identify the Point(s) of Interconnection and describe the agreement on ownership, control, operation, and maintenance responsibilities of the Parties at the Point(s) of Interconnection.

3.5 Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region. Good Utility Practice may include, but not be limited to, conformance with the applicable and consistently applied reliability criteria, standards, and operating guides of ERCOT and the NERC, or successor organization(s).

3.6 NERC means the North American Electric Reliability Corporation or its successor in function.

3.7 NERC Reliability Standards means the mandatory electric reliability standards enforced by NERC.

3.8 Point(s) of Interconnection means the points where the Systems of the Parties are connected or may, by the closure of normally open switches, be connected.

3.10 PUCT means the Public Utility Commission of Texas or its successor in function.

3.11 System means the electrical distribution facilities and equipment of either Party operating below 60,000 volts (60 kV).

ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

4.1 The Parties agree to comply with NERC Reliability Standards as they relate to the interconnection of their facilities at the locations identified and described in the Facility Schedules.

4.2 The Parties agree to interconnect their facilities at the locations, and in accordance with the terms and conditions specified in Exhibit A hereto and as further described in the Facility Schedule(s). The Facility Schedule(s) shall specify the responsibilities of the Parties with respect to ownership, control, operation, and maintenance of the interconnection facilities.

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of power quality abnormalities, originating in the System of one Party, from affecting

or impairing the System of the other Party, or other electrical systems to which the System of such Party is interconnected. The Parties agree that all Points of Interconnection will be established in conformance with the ERCOT Requirements. The Parties agree to cause their Systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the facilities it owns on its side of the Point of Interconnection.

4.4 From time to time, a Point of Interconnection may be added, changed, modified, or deleted from this Agreement as mutually agreed by the Parties and/or as ordered by a regulatory authority having jurisdiction thereof. The Parties shall enter into such agreements as the Parties mutually agree to address any related construction, repair, upgrade, or demolition activities. In addition, the Parties shall amend this Agreement to update Exhibit A and to update Facility Schedules or add new Facility Schedules, as applicable. Subject to regulatory approval, if required, either Party may terminate a Point of Interconnection on twelve (12) months advance written notice. Upon termination of a Point of Interconnection, each Party shall discontinue the use of the facilities of the other Party associated with the use of that Point of Interconnection and shall disconnect from that Point of Interconnection. The Parties agree to use reasonable efforts to coordinate the termination of a Point of Interconnection to minimize any disruption in service by either Party.

4.5 Subject to regulatory approval, if required, and unless otherwise mutually agreed, neither Party shall have the right to disconnect from the other Party at any Point of Interconnection specified on Exhibit A and a Facility Schedule, originally attached to this Agreement or added subsequent to the execution of this Agreement, except as set forth in Section 4.4 above, or upon failure to cure a Default pursuant to Article XV of this Agreement.

4.6 For facilities not specified in the Facility Schedules, or if either Party makes changes or additions to the facilities at a Point of Interconnection, which may affect the operation or performance of the other Party's interconnection facilities, the Parties agree to notify the other Party, in writing, of such changes. Such changes shall be made in accordance with Good Utility Practice, ERCOT Requirements, the National Electrical Safety Code, other applicable codes, and standards in effect at the time of construction, and coordinated between the Parties.

4.7 Each Party agrees to provide current as-built drawings to the other Party of the facilities owned by that Party at each Point of Interconnection, and update such drawings to the extent that material changes to the facilities occur.

ARTICLE V - SYSTEM OPERATION AND MAINTENANCE

5.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, operate and maintain the facilities

(including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of power quality abnormalities, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be operated and maintained in conformance with applicable ERCOT Requirements and Good Utility Practice.

5.2 Unless otherwise provided by the Facility Schedules, each Party will be responsible for the operation, maintenance and inspection of all facilities it owns now or hereafter may own associated with each Point of Interconnection.

5.3 Unless otherwise provided by the Facility Schedules, each Party shall operate the facilities within its System. The operation of the System shall be such that power flows that enter and exit one Party's System do not have undue impacts on the other Party's System. Operational responsibility for facilities owned by one Party, but installed in another Party's substation or distribution line will be identified in the Facility Schedule for that particular Point of Interconnection.

5.4 During the term of this Agreement, the Parties will, consistent with maintaining good operating practices, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Planned facility maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. Except as otherwise permitted by the terms of this Agreement, no changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on the facilities they operate in the proximity of the Points of Interconnection that might reasonably be expected to affect the operation of facilities on the other Party's System.

5.5 Each Party will provide the reactive requirements for its own System in accordance with the ERCOT Requirements. Each Party will provide the reactive requirements for its own System so as not to impose a burden on the other Party's System.

5.6 During periods of emergency conditions declared by ERCOT, or as necessary to restore customer service, either Party may operate equipment that is normally operated by the other Party, provided that authorization to do so must first be received from the Party that normally operates the equipment, such authorization not to be unreasonably withheld or delayed. It shall be considered reasonable for the Party that normally operates such equipment to deny such a request by the other Party if the withholding Party will provide such operation within the time frame called for in the circumstances. Such operations by the other Party will be at no cost to the owner or normal operator of the equipment.

5.7 Each Party will determine the operating limits of the facilities that it owns and make such limits known to the other Party. The Party operating their own facilities will not exceed those limits without prior approval of the Party owning the facilities.

ARTICLE VI - RIGHTS OF ACCESS, EQUIPMENT INSTALLATION, AND REMOVAL

6.1 Upon reasonable notice, except in an emergency involving safety of persons or protection of property, each Party shall permit duly authorized representatives and employees of the other Party to enter upon its premises for the purpose of inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by such other Party that is located on such premises or for the purpose of performing any work necessary in the performance of this Agreement.

6.2 Each Party grants to the other Party permission to install, maintain, and/or operate, or cause to be installed, maintained, and/or operated, on its premises, the necessary equipment, apparatus, and devices required for the performance of this Agreement. Any such installation, maintenance, and operation to be performed, except in the case of emergencies, shall be performed only after a schedule of such activity has been submitted and agreed upon by the Parties.

6.3 Unless otherwise agreed in writing, any and all facilities placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be owned by and remain the property of the Party installing such facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning such facilities placed or installed on the premises of the other Party, shall have the right 1) to sell such facilities to the other Party, if the other Party wishes to purchase such facilities, or 2) to enter the premises of the other Party and, within a reasonable time, remove such facilities, at no cost to the owner of the premises. If, upon the termination of any Point of Interconnection under this Agreement, facilities of a Party that are installed on the premises of the other Party are neither sold to the other Party nor removed by the owning Party within a reasonable time, such facilities shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning Party.

6.4 Each Party shall clearly mark their respective facilities with appropriate ownership identification.

6.5 Either Party may request the other Party to upgrade or modify its terminal facilities at a Point of Interconnection in accordance with the other Party's standard design of equipment, provided that the upgrade or modification is consistent with Good Utility Practice and, if applicable, is approved by the PUCT. The requesting Party shall provide the other Party a minimum of twenty-four (24) months' notice of the upgrade or modification of its terminal facilities at a Point of Interconnection, absent mutual acceptance of a shorter notice period. The Parties agree to use reasonable efforts to coordinate the upgrade or modification of terminal facilities at a Point of Interconnection to minimize any disruption in service by either Party.

ARTICLE VII – METERING AND RECORDS

7.1 Unless otherwise agreed in writing, all metering equipment required herein shall be selected, installed, tested, operated and maintained by the Party owning such metering equipment in accordance with Good Utility Practice and the ERCOT Requirements.

7.2 The Party that does not own the metering equipment shall be permitted to witness any testing, inspection, maintenance, or alteration of such metering equipment owned by the other Party. The owner of such equipment shall give reasonable advance notice of all tests and inspections so that representatives of the other Party may be present. After proper notification to the other Party, the owner may proceed with the scheduled tests or inspections regardless of whether a witness is present.

7.3 If any test or inspection of metering equipment shows that it does not meet the accuracy requirements established by the ERCOT Requirements, the meter or other equipment found to be inaccurate or defective shall be promptly repaired, adjusted, or replaced by the owner. Should metering equipment fail to register, the power and energy delivered and received shall be determined in accordance with the ERCOT Requirements.

7.4 As long as metering, telemetering or communications facilities are required by the ERCOT Requirements and are operated and maintained in accordance with the ERCOT Requirements, the Party owning these facilities shall allow the other Party to read the meter by means of the existing telemetering and communications facilities. The other Party shall be responsible for any incremental costs incurred by the owning Party to provide any meter reading capability over and above that which is required by the owning Party.

ARTICLE VIII – COMMUNICATION AND TELEMETERING FACILITIES

8.1 Unless otherwise agreed in writing, each Party shall provide, at its own expense, the necessary communication, and telemetering facilities needed for the control and operation of its System.

8.2 All communication and telemetering facilities required herein shall be selected, installed, tested, operated, and maintained by the Party owning such equipment in accordance with Good Utility Practice and, if applicable, the ERCOT Requirements.

ARTICLE IX - INDEMNIFICATION

NOTWITHSTANDING THE PROVISIONS OF ARTICLE XIII, TO THE EXTENT PERMITTED BY LAW AND ONLY TO THE EXTENT RESULTING FROM A PARTY'S NEGLIGENCE OR OTHER FAULT IN THE DESIGN, CONSTRUCTION, OR OPERATION OF ITS FACILITIES DURING THE PERFORMANCE OF THIS AGREEMENT, SUCH PARTY SHALL (I) ASSUME ALL LIABILITY FOR, AND SHALL INDEMNIFY THE OTHER PARTY AGAINST, ANY AND ALL MONETARY

LOSSES SUFFERED BY THE OTHER PARTY OR DAMAGE TO SUCH OTHER PARTY'S PROPERTY, AND (II) INDEMNIFY THE OTHER PARTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS AGAINST THIRD PERSONS' CLAIMS (AND SUCH INDEMNIFIED PERSON'S COSTS AND EXPENSES OF DEFENSE THEREOF) FOR INJURY TO OR DEATH OF ANY PERSON, DAMAGE TO PROPERTY OF ANY THIRD PERSON, OR DISRUPTION OF THE BUSINESS OF ANY THIRD PERSON. NOTHING IN THIS ARTICLE WILL CREATE AN OBLIGATION TO ASSUME, OR INDEMNIFY A PERSON FOR, (I) A PARTY'S COSTS AND EXPENSES, COURT COSTS, OR ATTORNEY FEES INCURRED IN PROSECUTING OR DEFENDING AN ACTION AGAINST THE OTHER PARTY, (II) DAMAGES FOR DISRUPTION OF THE OTHER PARTY'S BUSINESS, OR (III) AMOUNTS PAID BY THE OTHER PARTY IN SETTLEMENT OF CLAIMS; PROVIDED, HOWEVER, THAT THE LIMITATIONS OF LIABILITY SET FORTH IN (I) AND (II) SHALL NOT APPLY TO AN INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THIS ARTICLE DOES NOT CREATE A LIABILITY ON THE PART OF EITHER PARTY TO A THIRD PERSON, BUT REQUIRES INDEMNIFICATION TO THE EXTENT SET FORTH HEREIN WHERE SUCH LIABILITY EXISTS. THIS ARTICLE WILL NOT BE APPLIED TO CREATE AN INDEMNIFICATION OBLIGATION THAT IS IN EXCESS OF ANY CONTRIBUTION OBLIGATION A PARTY HAS UNDER CHAPTER 33 OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE.

ARTICLE X – CONFIDENTIALITY

10.1 Subject to the exception in Section 10.2, any information that a Party claims is competitively sensitive, commercial, or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by written consent of the other Party, such consent not to be unreasonably withheld; or (iv) necessary to fulfill its obligations under this Agreement or as a distribution service provider. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of a Party's Confidential Information under this Section, or if any third party or governmental authority makes any request or demand for any Confidential Information, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and reasonably cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

10.2 This provision shall not apply to any information that was or is hereafter in the public domain (except as a result of a breach of this provision).

ARTICLE XI – NOTICES

11.1 Notices of an administrative nature, including but not limited to a notice of termination, notice of default, request for amendment, change to a Point of Interconnection, or request for a new Point of Interconnection, shall be forwarded to the designees listed below for each Party and shall be deemed properly given if delivered in writing in the manner described herein. Any such notice may be given by personal delivery to the Party entitled thereto, by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the Party entitled thereto, at:

If to Sharyland:

Attn: President
1807 Ross Avenue, Suite 460
Dallas, Texas 75201
Phone: 214-978-8243
Fax: 214-978-8810
Email: mcaskey@sharyland.com

If to Farmersville:

Attn: City Manager
205 South Main
Farmersville, Texas 75442
Phone: 972-782-6151
Fax: 972-782-6604
Email: B.White@farmersvilletx.com

11.2 The above listed names, titles, and addresses of either Party may be changed upon written notification to the other Party.

ARTICLE XII - SUCCESSORS AND ASSIGNS

12.1 Subject to the provisions of Section 12.2 below, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties.

12.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting consent to assignment does not agree to reimburse, or in any way diminish the reliability of its System, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective

obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, to a successor to all or a substantial portion of the Party's transmission and/or distribution business; to any affiliate of the assigning Party with an equal or greater credit rating; to any distribution service provider with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or for collateral security purposes in connection with any financing or financial arrangements.

12.3 The several provisions of this Agreement are not intended to and shall not create rights of any character whatsoever in favor of any persons, corporations, or associations other than the Parties to this Agreement, and the obligations herein assumed are solely for the use and benefit of the Parties to this Agreement.

ARTICLE XIII – GOVERNING LAW AND REGULATION

13.1 **THIS AGREEMENT WAS EXECUTED IN THE STATE OF TEXAS AND MUST IN ALL RESPECTS BE GOVERNED BY, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS EXCEPT AS TO MATTERS EXCLUSIVELY CONTROLLED BY THE CONSTITUTION AND STATUTES OF THE UNITED STATES OF AMERICA.** This Agreement is subject to all valid applicable federal, state, and local laws, ordinances, rules, and regulations of duly constituted regulatory authorities having jurisdiction.

13.2 In the event that a regulatory authority having jurisdiction over the Parties orders a change in the terms of this Agreement, the Parties agree to negotiate in good faith a replacement term that will most nearly accomplish the purpose and intent of the original term consistent with the regulatory order. If the Parties cannot reach an agreement over the new term, and if the old term is an essential provision of this Agreement, either Party may elect to terminate this Agreement by providing sixty (60) days prior written notice of such election to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

13.3 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, that Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party. An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

ARTICLE XIV – FORCE MAJEURE

Neither Party shall be considered in default with respect to any obligation hereunder, other than the payment of money, if prevented from fulfilling such obligations by reason of any cause beyond its reasonable control, including, but not limited to, an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either Party (“Force Majeure”) and neither Party shall be liable to the other for damages that result from such a Force Majeure event. In the event of the occurrence of an event of Force Majeure, the affected Party shall notify the other Party of such Force Majeure as soon as reasonably possible after the determination that an event of Force Majeure has occurred. If performance by either Party has been prevented by such event, the affected Party shall promptly and diligently attempt to remove the cause of its failure to perform, except that neither Party shall be obligated to agree to any quick settlement of any strike or labor disturbance, that, in the affected Party's opinion, may be inadvisable or detrimental, or to appeal from any administrative or judicial ruling.

ARTICLE XV - TERMINATION ON DEFAULT

15.1 The term “Default” shall mean the failure of either Party to perform any obligation in the time or manner provided in this Agreement. No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of Force Majeure as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 15.2, the defaulting Party shall have thirty (30) days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within thirty (30) days, the defaulting Party shall commence such cure within thirty (30) days after Default notice and continuously and diligently complete such cure within ninety (90) days from receipt of the Default notice; and, if cured within such time, the Default specified in such Default notice shall cease to exist.

15.2 If a Default is not cured as provided in this Article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.

15.3 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties by this Agreement.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

16.1 Any undertaking by a Party to the other Party under this Agreement shall not constitute the dedication of the electrical System or any portion thereof of that Party to the public or to the other Party, and it is understood and agreed that any such undertaking shall cease upon the termination of this Agreement.

16.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 16.2 ARE NOT INTENDED TO AND SHALL NOT IN ANY MANNER, LIMIT OR QUALIFY THE LIABILITIES AND OBLIGATIONS OF THE PARTIES UNDER ANY OTHER AGREEMENTS BETWEEN THE PARTIES.

16.3 Both Parties to this Agreement represent that there is no agreement or other obligation binding upon it, which, as such Party is presently aware, would limit the effectiveness or frustrate the purpose of this Agreement.

16.4 This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced in writing and executed by the Parties.

16.5 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

16.6 This Agreement will be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

[Signatures are on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the undersigned authorized representatives.

SHARYLAND UTILITIES L.P.

By: _____

Name: Mark Caskey

Title: President

Date: _____

CITY OF FARMERSVILLE

By: _____

Name: Joseph E. Helmberger, P.E.

Title: Mayor

Date: _____

EXHIBIT A

Facilities Schedule No.	Name of Point of Interconnection (# of Points)	Delivery Voltage [kV]	LDF Charge Type ⁽¹⁾	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]	Effective Date in this Agreement, Prior Agreements or Amendments
1	Farmersville (1)	24.5	OHL	24.5	See Tariff	8,200	_____, 2014
2	(2)	24.5	OHL	24.5	See Tariff	0	_____, 2014

Notes:

(1) Indicated Local Distribution Facilities (LDF) Charge(s) determined pursuant to ERCOT Regional Transmission Agreement

T = Transmission Delivery Point (LDF Charge = Metering Charge)

DS = Distribution Station voltage bus connection (LDF Charge = Metering + DS Charge)

OHL = Distribution Overhead Line connection (LDF Charge = Metering + DS + OHL Charge)

FACILITY SCHEDULE NO. 1

1. **Name:** Farmersville 1
2. **Facility Location:** The Point of Interconnection is located at 214 South Washington, Farmersville, Texas 75442
3. **Delivery Voltage:** 24.5 kV
4. **Metered Voltage:** 24.5 kV
5. **Loss Adjustment Due To Meter Location:**
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
 - A. **Sharyland** owns the following facilities: See Facility Assets 2014 - Schedule No. 1 item 9
 - B. **Farmersville** owns the following facilities: Insert
9. **Facility Operation Responsibilities of the Parties:**
 - Sharyland will operate those facilities it owns including the distribution line serving the Point of Interconnection.
 - Farmersville will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.
11. **Estimated Peak Load:**

kW (initially) 8,200
12. **Other Terms and Conditions:**

None

FACILITY SCHEDULE NO. 2

1. **Name:** Farmersville 2
2. **Facility Location:** The Point of Interconnection is located at 503 CR 1077
Farmersville, Texas 75442
3. **Delivery Voltage:** 24.5 kV
4. **Metered Voltage:** 24.5 kV
5. **Loss Adjustment Due To Meter Location:** Y
6. **Normal Operation of Interconnection:** Open
7. **One-Line Diagram Attached:** Yes
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
 - A. **Sharyland** owns the following facilities: Insert
 - B. **Farmersville** owns the following facilities: Insert
9. **Facility Operation Responsibilities of the Parties:**
 - Sharyland will operate those facilities it owns including the distribution line serving the Point of Interconnection.
 - Farmersville will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.
11. **Estimated Peak Load:**
kW, kW (initially) 0.0
12. **Other Terms and Conditions:**
None

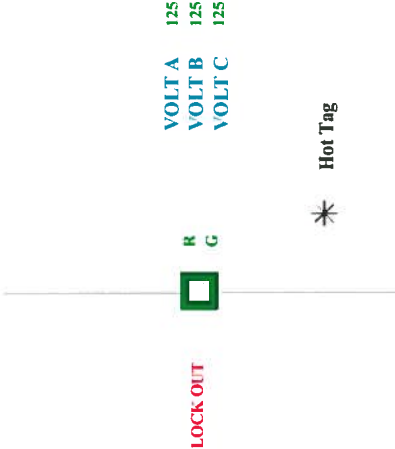
NE Farmersville

Directory

AMES			
	AMP	KW	KVAR
A	0	0	0
B	0	0	0
C	1	0	0
N	0	Total 0	0
Famp	0	FLoc 0.00	
REMOTE DISABLED			
STANDARD SETTINGS			

Relay Alarms:

WARN LAC BATT
Relay 1 NORMAL LAC NORMAL





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: Consider, discuss and act upon an Interlocal agreement between Collin County and the City of Farmersville for the Farmersville #1 TIRZ calculations

- An interlocal agreement is attached for review

ACTION: Approve or disapprove agreement as presented.

INTERLOCAL AGREEMENT BETWEEN COLLIN
COUNTY AND THE CITY OF FARMERSVILLE FOR
FARMERSVILLE TIRZ#1 TIF CALCULATIONS

THIS AGREEMENT is made and entered into by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County" and the CITY OF FARMERSVILLE, TEXAS a General Law Municipality, hereafter referred to as "Farmersville."

WITNESSETH

WHEREAS, this Agreement is made pursuant to the Interlocal Cooperation Act, V.T.C.A., GOVERNMENT CODE, Chapter 791 (the "Act"); and

WHEREAS, County and Farmersville are local governments as defined by the Act engaged in the provision of governmental services to their respective citizens; and

WHEREAS, Farmersville has a need for the calculations service of certain tax accounts and County is equipped to provide the same.

WHEREAS, in accordance with Section 6.24 of the TEXAS PROPERTY TAX CODE, Farmersville has authority to authorize the County to act as tax collector for Farmersville and County has the authority to so act;

WHEREAS, Farmersville has current funds available to compensate County for the services provided pursuant to this Agreement.

NOW THEREFORE, County and Farmersville for the mutual consideration stated herein, agree as follows:

I. EFFECTIVE
DATE

This Agreement shall be effective upon the date that the last party executes the Agreement.

II.
TERM

The term of this agreement shall start with the 2012 Tax Year and remain in effect unless and until such time as the City Council of the City of Farmersville shall by ordinance revokes this requirement, or until such time as the City Council of the City of Farmersville fails to appropriate funds in amounts sufficient to carry out its obligations hereunder. In such event, this agreement shall terminate on the first day of the fiscal year in of such non-appropriation.

III.

TERMINATION

The County and the City may terminate this Agreement at any time and for any reason by giving the other party twelve (12) months advance notice of their intent to terminate the Agreement.

IV. OBLIGATIONS OF PARTIES

A. County Obligations

For the purpose and consideration herein stated and contemplated, County shall provide the following services to Farmersville relating to the calculations of property tax TIRZ #1 accounts located within the City of Farmersville and Collin County, Texas.

1. General

a. The County, through its duly elected Tax Assessor Collector, shall serve as tax collector for Farmersville for ad valorem taxes, including penalties, interest and attorney's fees for the period set forth in Article II above, for the collection of Farmersville TIRZ#1 taxes owed Farmersville in Collin County. The County agrees to perform for Farmersville all necessary duties hereby authorized, and Farmersville does hereby expressly authorize County to do and perform all acts necessary and proper to calculate TIRZ#1 property taxes for Farmersville.

b. Neither the County, nor its officials, officers or employees, including the County Tax Assessor Collector, shall hold themselves out to be officials, officers or employees of the City of Farmersville in connection with the performance of services under this Agreement.

2. Audit

a. County agrees to allow Farmersville's designated representative to audit the property tax records and any other records required to be kept pursuant to state law and the terms of this Agreement. The audit shall be conducted on the County's premises during normal working hours with at least forty-eight (48) hours advance written notice to County. Records required for the audit will be made available in the format maintained by the County. However, County agrees to provide such records in a readable format without requiring the City to incur unreasonable conversion charges. In no event shall County be responsible for special programming or other additional software costs in producing such records for such audit. The expense of any and all such audit(s) shall be paid for solely by Farmersville. Upon request, a copy of any and all such audit(s) shall be furnished to County.

b. During regular business hours Farmersville or its designated representative may perform operation audit(s) of the services provided by County under this Agreement. County and its employees will reasonably cooperate in any operational audit. The cost of the audit shall be the expense of Farmersville. County agrees that it shall not make or assess any charge or expense to Farmersville for its participation in the audit.

3. Records

Upon termination of this Agreement, County shall provide Farmersville with copies of all records used by County for the calculation, assessment and collection of Farmersville TIRZ#1 taxes for Farmersville in the form such are maintained by the County. However, County agrees to provide such records in a readable format without requiring the City to incur unreasonable conversion charges. The records available in the tax system shall be delivered to Farmersville in prompt fashion, but in no event later than thirty (30) days following receipt of notice.

B. Farmersville Obligations

1. The Collin County Appraisal District shall determine values on all Farmersville properties. County agrees not to change any appraised value without written authorization from the Collin County Central Appraisal District or a court of competent jurisdiction. Within thirty (30) days, County shall notify Farmersville of all adjustments to the certified tax roll other than item received from Collin County Central Appraisal District or a court of competent jurisdiction.

v.

COMPENSATION

For the services provided under this Agreement, Farmersville agrees to pay the County a yearly fee of three hundred dollars (\$300.00) plus one dollar (\$1.00) per Farmersville TIRZ#1 tax account in the corporate city limits of Farmersville, Texas and tax accounts in Collin County, Texas. This fee is inclusive of all services, expenses or charges incurred under this Agreement, based on the higher of the number of parcels in the reinvestment zone for either the City or County. The fees owed County shall be paid not later than May 31st of each year of the Agreement.

VI.

FUNDING

County and Farmersville agree that all fees and expenses due or payable under this Agreement shall be paid from current revenues legally available to the party paying same.

VII.
BINDING AGREEMENT/NON-ASSIGNABILITY

The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Except as otherwise specifically provided herein, this Contract may not be assigned by County without the prior written consent of the City, which consent may be withheld in City's sole discretion.

VIII.
VENUE

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable in Collin County, Texas and the parties agree that exclusive venue shall lie in Collin County, Texas.

IX.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

X.
NONWAIVER

A waiver by either party of a breach of the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any remedy in response to a subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver of relinquishment of any such agreement, covenant, condition or right.

XI.
AUTHORITY

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or minute orders extending said authority have been duly passed and are now in full force and effect.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire agreement between County and Farmersville and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both County and Farmersville or those authorized to sign on behalf of those governing bodies.

SIGNED AND EXECUTED on the dates specified below:

CITY OF FARMERSVILLE, TEXAS, a General
Law Municipality

Date: _____

By: _____
JOSEPH E. HELMBERGER, P.E., MAYOR

Date _____

DAPHNE HAMLIN, FINANCE DIRECTOR

APPROVED AS TO FORM:

Alan Lathrom, City Attorney

Edie Sims, City Secretary

By: D

COLLIN COUNTY, TEXAS, a Political
Subdivision of the State of Texas

By: _____
KEITH SELF
County Judge

Executed on this day of

_____, 2014, by the County of
Collin, pursuant to Commissioners' Court
Order
No. _____

COLLIN COUNTY, TEXAS, a Political
Subdivision of the State of Texas

By: _____
KENNETH MAUN
County Tax Assessor Collector

APPROVED AS TO FORM:

Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2014, by JOSEPH E. HELMBERGER, P.E., MAYOR of the CITY OF FARMERSVILLE, TEXAS, General Law Municipality, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2014, by KEITH SELF, County Judge of the COUNTY OF COLLIN, TEXAS, a political subdivision of the State of Texas, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2014, by KENNETH MAUN, Tax Assessor Collector, of the COUNTY OF COLLIN, TEXAS, a political subdivision of the State of Texas, on behalf of said corporation.

Notary Public, State of Texas



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: Consider, discuss and act upon processes and requirements regarding special event permits

- An ordinance and license agreements will be emailed to the Council and made available to the public at the Council meeting on July 29th.
- City Attorney Alan Lathrom will be addressing this issue with the Council.

ACTION: Approve or disapprove ordinance with agreements as presented.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: Consider, discuss and act upon the health inspection contract with Collin County

- Information from Collin County and Bureau Veritas will be emailed to Council for review and will be made available to the public at the Council meeting on July 29th.

ACTION: Council to offer direction to staff .

Edie Sims

From: lisa.pomroy@us.bureauveritas.com
Sent: Wednesday, July 16, 2014 10:20 AM
To: Edie Sims
Subject: Health Services description

Edie,

I am still waiting on the proposed agreement which includes our fee structure but wanted to send you a brief description of what we can provide.

Our Health Services Program offers many things. We are your Health Department. We have Registered Sanitarians who conduct the inspections. The City is always aware of the status of the food establishments and has the ultimate decision on corrective action, if needed.

The following is a brief summary of services covered by our program;

- Assist the City in developing a Health/Food Establishment Ordinance.
-
- Provide templates for the forms, i.e. applications, temporary event guidelines, permits.
-
- Meet with council and/or staff to discuss any questions or concerns.
-
- Conduct plan review and Certificate of Occupancy inspections.
-
- Use a 3 part form so the original is given to the city, the yellow to the establishment and we keep the pink.
-
- Conduct inspections 24/7 if needed.
-

Food-

- Conduct 2 routine inspections a year to verify compliance with the Texas Food Establishment Rules. Also one critical reinspection included with each permit.
-
- On site education and training during the inspections to help the manager/owner to correct as soon as possible and understand why it is important.
-
- Conduct complaint, mobile and temporary event inspections.
-

Pools-(city, HOA, hotel/motel and apartment)

- Conduct one routine and one follow up inspection per permit. Each pool/spa obtains a separate permit.

Please review and let me know if you have any questions? I will be happy to meet with you and the City. I have July 29th at 6 on my calendar. I look forward to hearing from you.



Lisa Pomroy, R.S.
Health and Safety Program Manager
Bureau Veritas North America, Inc.
100 East 15th Street, Suite 630
Fort Worth, Texas 76102
P: 877.837.8775
F: 877.837.8859
C: 214.457.0494
lisa.pomroy@us.bureauveritas.com
www.BVbuildingsafety.com

"This message contains confidential information.

To know more, please click on the following link: <http://disclaimer.bureauveritas.com>"



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: Update on water, wastewater and street General Obligation Bond projects

- An update is attached for review

ACTION: Receive information.

Street GO Bond Project Status

Project Number	Project Name	Budget	Projected Or Actual Cost	Status	Estimated Construction Start Date	Estimated Construction End Date
Street Projects						
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	123,000	123,000	Construction	Apr-13	Jul-14
2	Orange Street Overlay (380 to Old Josephine, Partially County Funded)	93,245	93,245	Engineering	Oct-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	May-13	Aug-14
6	Hamilton Street Overlay (Yucca to Gaddy)	88,000		Construction	May-13	Aug-14
7	Central Overlay (College to Prospect)	101,000		Complete	Apr-13	May-14
8	Beech Street Overlay (Main to Beene)	137,000		Contracted	Aug-14	Sep-14
9	Windom Overlay (Maple to McKinney)	46,000		Contracted	Aug-14	Sep-14
10	South Washington Overlay (Farmersville Parkway to Sid Nelson)	88,000	88,000	Engineering	Sep-14	Oct-14
11	Sid Nelson Overlay (South Washington to Hamilton)	88,000	88,000	Engineering	Oct-14	Nov-14
12	Hamilton Street (380 to Farmersville Parkway)	1,384,000	1,384,000	Engineering	Jan-15	Mar-15
13	Santa Fe Reconstruct (Johnson to Main)	504,000	504,000	Engineering	Nov-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/Wastewater GO Bond Project Status

Project Number	Project Name	Budget	Projected Or Actual Cost	Status	Estimated Construction Start Date	Estimated Construction End Date
Water Projects						
15	North ET/North Main Street	189,000	464,607	Construction	Apr-14	Aug-14
16	Sycamore St/Hwy 78	329,000		Construction	Apr-14	Jul-14
17	Rike/Houston/Austin Street	163,500	163,500	Engineering	Sep-14	Oct-14
18	Automated Meter Reading System	520,000	520,000	Construction	Mar-13	Dec-14
19	Bob Tedford Drive	83,000	83,000	Construction	Aug-14	Sep-14
20	CR 608/CR 609	63,500	63,500	Not Started	Sep-14	Oct-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	9,039	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	2,333,146	67,354		
Water and Wastewater Projects GO Bond		2,400,000				

Bond Project Name	Status
Street Projects	
Sycamore Street Panel Replacement (Hwy 78 to Jackson)	Construction
Orange Street Overlay (380 to Old Josephine, Partially County Funded)	Engineering
CR557 Overlay (US 380 to SH 78), Majority County Funded	Complete
Westgate Overlay (Hwy 78 to Wilcoxson)	Complete
Hamilton Overlay (McKinney to Yucca)	Construction
Hamilton Street Overlay (Yucca to Gaddy)	Construction
Central Overlay (College to Prospect)	Complete
Beech Street Overlay (Main to Beene)	Contracted
Windom Overlay (Maple to McKinney)	Contracted
South Washington Overlay (Farmersville Parkway to Sid Nelson)	Engineering
Sid Nelson Overlay (South Washington to Hamilton)	Engineering
Hamilton Street (380 to Farmersville Parkway)	Engineering
Santa Fe Reconstruct (Johnson to Main)	Engineering
Street Signs and Installation	Ready for Construction
Water Projects	
North ET/North Main Street	Construction
Sycamore St/Hwy 78	Construction
Rike/Houston/Austin Street	Engineering
Automated Meter Reading System	Construction
Bob Tedford Drive	Construction
CR 608/CR 609	Not Started
Wastewater Projects	
S Main & Abbey – Gravity Main	Not Started
Hwy 78 & Maple St – Gravity Main	Not Started
Hwy 78 & CR 611 – Gravity Main	Not Started
Floyd St – Lift Station	Engineering
Sycamore – Gravity Main	Complete
Hwy 380 & Welch Dr – Gravity Main	Not Started
Hwy 380 (AFI to Floyd St) – Lift Station & Force Main	Not Started
Locust – Gravity Main	Not Started



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: Update on Safe Routes to School project

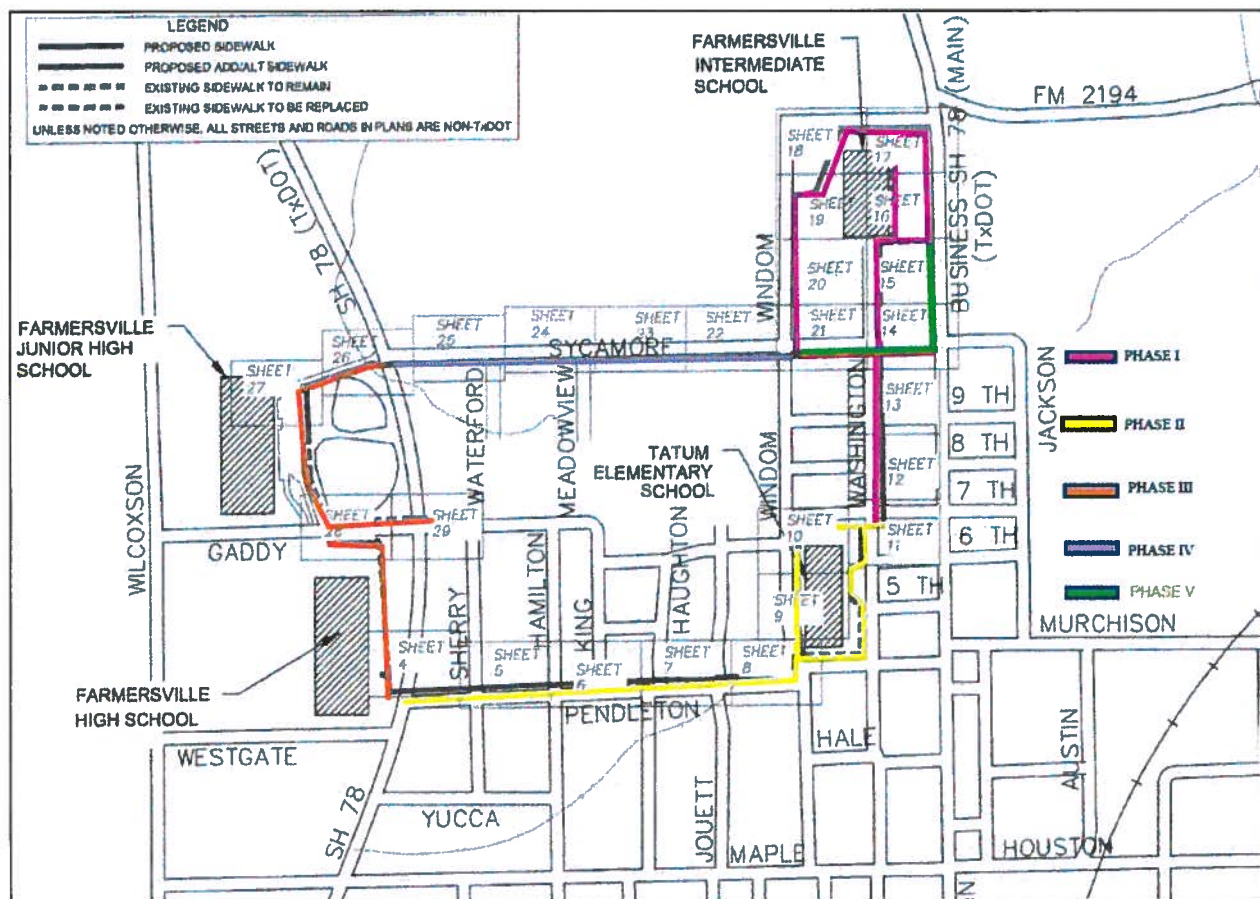
- An update is attached for review

ACTION: Receive information.

Safe Routes To School (SRTS) Project Update

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	Aug-14	Construction started.

1. Phase I substantially complete. Awaiting completion of punch list items and final walk-thru.
2. Phase II substantially complete. Awaiting completion of punch list items and final walk-thru.
3. Phase III substantially complete. Awaiting completion of punch list items and final walk-thru.
4. Phase IV 75% complete.
5. Phase V not started. This was the split portion from phase I. Delayed to accommodate 12 inch waterline construction.
6. Project phasing outlined on following sheet.





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: Update on Chaparral Trail projects

- An update is attached for review

ACTION: Receive information.

Chaparral Trail Project Update

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Chaparral Trail Grant Texas Parks & Wildlife (Phase I)	\$250,000	\$50,000 4B Funded	Oct-12	May-13	Reimbursement of \$158K received so far. Turning in for additional \$42K they did not reimburse. We have been granted an extension to accomplish this.
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. Performing internal audit to make sure all cost have been covered.
Chaparral Trail Grant Collin County Open Space (Phase III)	\$300,000	\$150,000 (4B, \$60K 2013) (4B, \$60K 2014) (CoF, \$30K 2014)	Jun-14 (est)	Oct -14	Grant awarded. 75% documentation package distributed and awaiting feedback.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: Update on Highway 380 project

- An update is attached for review

ACTION: Receive information.

US 380 Highway Project Status

1. 1st Railroad Bridge, Passing Track: Complete
2. 2nd Railroad Bridge, Main Track: Sep 2014 thru May 2015
3. 380 Roadway, East Bound: Complete. Open to two-way traffic.
 - a. East Bound Off-Ramp (Southwest Ramp), Nov 2014
 - b. East Bound On-Ramp (Southeast Ramp), Complete. Two-way ramp.
4. 380 Roadway, West Bound: Oct 2014, Floyd Road likely to be closed until Aug 2014 to accommodate the installation of a headwall and culvert.
 - a. West Bound Off-Ramp (Northeast Ramp), Aug 2014
 - b. West Bound On-Ramp (Northwest Ramp), Dec 2014
5. Main Street Bridge Construction: Complete
 - a. Main Street Roadway: Complete
6. Hill Street Crossing: Sep 2014. This crossing will require electrical primary wire reconfiguration from overhead to underground. KCS only willing to pay \$22K for this expense.
7. Walnut Street Crossing: Sep 2014
8. Main/Summit Street Crossing
 - a. Passing track: Sep 2014
 - b. Main track: Apr 2015



Figure 1. Railroad North from Main Street



Figure 2. Railroad South from Main Street



Figure 3. Looking East from Bridge



Figure 4. Looking West from Bridge



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: July 29, 2014

SUBJECT: Budget Workshop to discuss the proposed Fiscal Year Budget for 2014-2015

- Budget information will be presented to the Council at the meeting

ACTION: Council to act as deemed necessary.