

**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
August 12, 2014, 6:00 P.M.  
Council Chambers, City Hall  
205 S. Main Street**

**I. PRELIMINARY MATTERS**

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Welcome guests and visitors: Anyone wanting to speak on any items that are not the subject of a Public Hearing on this agenda is asked to speak at this time, with an individual time limit of 3 minutes. This forum is limited to a total of 30 minutes. Please note that the City Council cannot comment or take any action on this item.
- Announcements relating to items of public interest: Announcements regarding local or regional civic and charitable events, staff recognition, commendation of citizens, traffic issues, upcoming meetings, awards, acknowledgement of meeting attendees, birthdays, and condolences.
  - Bug Tussle Antique Car Trek will be on the square at 7:30am August 23, 2014
  - Public Safety Sunday will be held September 7, 2014 at First United Methodist Church at 10:45am
  - Old Time Saturday is October 4, 2014. Food and Craft Vendor applications are available in City Hall.

**II. CONSENT AGENDA**

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

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

### **III. INFORMATIONAL ITEMS**

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

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

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

- A. Second Reading – Consider, discuss and act upon an ordinance regulating the sales of e-cigarettes and similar products

### **V. REGULAR AGENDA**

- A. Consider and discuss and act upon the proposed tax rate, set two public hearing dates for the tax rate, and direct staff in the preparation of an ordinance for the establishment of the selected rate
- B. Consider, discuss and act upon an Interlocal agreement with Texoma Area Paratransit System for utilization of parking structure
- C. Consider, discuss and act upon a resolution petitioning the Texas Alcoholic Beverage Commission to modify the Commission's previous order regarding the area within which the possession of an "open container" and/or the public consumption of alcoholic beverages is prohibited
- D. Consider, discuss and act upon processes and requirements regarding special event permits
- E. Discuss wastewater rates per recommendations from rate study performed by NewGen Strategies

- F. Consider, discuss and act upon an interconnection agreement with Sharyland Utilities

## **VI. BUDGET WORKSHOP**

- A. Discuss Proposed Fiscal Year Budget 2014 – 2015

## **VII. EXECUTIVE SESSION –**

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

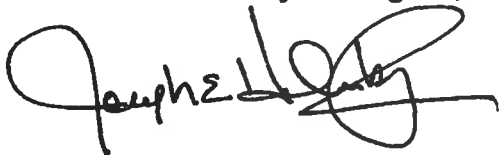
- A. Section 551.074, **DELIBERATION REGARDING PERSONNEL MATTERS**

1. Discussion regarding staffing changes Farmersville Electric

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

## **VIII. ADJOURNMENT**

Dated this the 8<sup>th</sup> day of August, 2014.



Joseph E. Helmberger, P.E., Mayor

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted August 8, 2014 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: CONSENT AGENDA - City Council Minutes

Electronic minutes are found at the following link:

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

FARMERSVILLE CITY COUNCIL  
MEETING MINUTES

June 24, 2014

The Farmersville City Council met in regular session on June 24, 2014 at 6:00pm, in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, John Politz, and Michael Hesse. Council members not present included Russell Chandler and Jim Foy. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, Finance Director Daphne Hamlin, and City Secretary Edie Sims.

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

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

Mayor Helmberger announced the Sparks of Freedom event at Southlake Park on July 4<sup>th</sup>, sponsored by the Farmersville Fire Department. Josephine Fire Department will host their annual fireworks display on July 3<sup>rd</sup> along with Princeton.

Mayor Helmberger voiced his appreciation for all those who helped with Audie Murphy Day.

**Item II – A) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE MASTER FEE SCHEDULE REGARDING 1) REFUSE/GARBAGE AND RECYCLE SERVICE TO BE EFFECTIVE 10/01/2014; 2) TRANSFER OF UTILITY SERVICE RATES; 3) UTILITY CONNECTION RATES; 4) UTILITY RECONNECTION FEES**

City Manager Ben White began the conversation regarding an increase from Community Waste Disposal, the City's recycling provider. The increase covers costs for the curbside household hazardous waste (known as HHW). The fees presented are consistent with the proposal from CWD being \$0.50 above original charge. John Klostermann motioned to approve the ordinance as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes and Michael Hesse yes. Motion passed with full Council approval.

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

Finance Director Daphne Hamlin came before the Council declaring the finances are on target with the budget for the General Fund. The Municipal Court is not far off the mark. Sales taxes are doing very well. City Manager Ben White announced the water sales are tracked better than last year even with expenditures up 10%. Mr. White stated he is trying to hold expenses down but purchases are necessary to continue operating the water system. Presently we are experiencing a leak under the East Water Tower. Water is available for emergencies only and there is enough for fire flow. This could be related to ground shifting.

The Wastewater Fund is doing very well at 66.2%. There is an issue with the Electric Fund revenues. A billing error was found and corrected. When current bills are

produced, a history will be created and will allow comparison to the prediction charts. A motion was made by Michael Hesse and seconded by John Politz to approve the financial report as presented. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes and Michael Hesse yes. Motion passed with full Council approval.

**ITEM III – B) CONSIDER, DISCUSS AND ACT UPON A CONTRACT WITH K.W. BROWN CONSTRUCTION FOR THE SERVICE CENTER PROJECT**

Mayor Helmberger recused himself from the following discussion. Michael Hesse conducted the next two items.

City Manager Ben White informed the Council of comments received from the City Attorney regarding the K.W. Brown contract. Daniel & Brown, Inc. submitted changes to K.W. Brown Construction with the first two items being considered for the structure and the slab of the Service Center, previously known as the Public Works Maintenance Barn. The cost for the two construction items equals \$78,000. The bid does not include work to be done on the Annex. An electrician will be hired, insulation will be installed and the Public Works Department will complete the remainder of the job. John Politz motioned to approve with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes and Michael Hesse yes. Motion passed with full Council approval.

**ITEM III – C) CONSIDER, DISCUSS AND ACT UPON A CHANGE ORDER REGARDING THE SERVICE CENTER PROJECT BY K.W. BROWN CONSTRUCTION**

City Manager Ben White introduced a Change Order reducing the original bid K.W. Brown proposed for the Service Center Project from \$250,797 to \$78,798.72. The days to complete the project have been changed as well to accommodate the change of the job scope to 160 days. John Klostermann motioned to approve the change order with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes and Michael Hesse yes. Motion passed with full Council approval.

Mayor Helmberger resumed his duties conducting the meeting.

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

City Manager Ben White informed the Council of the Bond projects. The 12" water line installation on Sycamore Street is going forward. A lot of the line has been installed; however the interconnection with North Farmersville Water has not been completed. This portion of the project was delayed due to the water and wastewater installations on North Hamilton Street. Once the water and wastewater lines have been installed on North Hamilton, the Sycamore Street project will continue at that location.

The automated meter reading system (AMR) has another segment installed at the outer loop of Willow Brook. With exception of one meter, the west side of Highway 78 has automated meters installed. Pecan Creek subdivision and neighborhoods behind Gaddy Center are next on the list. Mr. White stated he hoped to have an automated meter reading system for the electrical utility by next year. A prototype is

being implemented and hopefully deployed in the near future. The water AMR system completion has been pushed back at least six month leading the completion to February 2015.

The street bond project report reflects updated dates of construction start dates and construction end dates. The contractor for the street overlay projects had issues with their sub-contractor which has been resolved. The same crew which is constructing the Safe Routes to School project, AXIS Contracting, has been hired to do the curb work for the street overlay bond projects. Presently, the recent check for Advanced Paving is being held until work is completed on Central and Westgate. Items needing completion include irrigation lines, and resetting from moving due to construction, settling behind the curbs and some curb replacement.

### **ITEM III – E) UPDATE ON SAFE ROUTES TO SCHOOL PROJECT**

City Manager Ben White stated he has changed the status of the Safe Routes to School Project as substantially complete. Punch list items for phases I, II and III need completion. Phase V has not started as the project is awaiting the completion of the 12" water line project on Sycamore Street. The project is proceeding normally and is expected to be complete in July as planned. Mayor Helmberger stated a rail is not present on the headwall and vertical drops need to be installed especially at the Intermediate School. Mr. White will investigate.

### **ITEM III – F) UPDATE ON CHAPARRAL TRAIL PROJECTS**

City Manager Ben White indicated a thorough audit of the Chaparral Trail projects concluded Phase I has approximately \$42,000 that may still be available from Texas Parks and Wildlife. Phase II of the project was funded through Collin County Open Space which shows substantially complete. Phase III has 75% of the documentation complete and being reviewed by the Mayor and City Manager. Phase III is also funded through Collin County Open Space grant funds which will include filling in areas that need completion, signage, tables for the picnic areas, bridges with improved railing, irrigation at picnic areas, fencing to close off areas and bollard replacements. A concern was raised regarding washout areas and how to repair in the future. Mr. White stated part of the grant is to install culverts which will alleviate washout problems in the future.

Mr. White proudly exclaimed our trail will be the "Cadillac" when completed. The Farmersville Community Development Corporation has paid to install kiosks along the Trail. The Farmersville Chamber of Commerce paid \$1,000 for trash cans to be installed along the Trail. Mr. White stated the new Gator purchased through Public Works from equipment sales has been a blessing. The tires do not leave marks and the dump bed has been very useful to carry decomposed granite for repairs.

### **ITEM III – G) UPDATE ON HIGHWAY 380 PROJECT**

City Manager Ben White stated TxDOT closed Floyd Road and it continues to remain closed due to a culvert issue. It may be August before Floyd Road is open for traffic. One item of concern is the electric line over Hill Street. Brad Price, with Farmersville Electric, has designed a method to save money and time. Kansas City

Southern railroad has agreed to pay \$22,000 to change the electric line from overhead to underground.

**ITEM IV – A) BUDGET WORKSHOP: DISCUSS PROPOSED FISCAL YEAR BUDGET 2014-2015**

City Finance Director Daphne Hamlin came before the Council with the revised 2013-2014 Budget and the proposed 2014-2015 Budget. The medical insurance increase and cost of living increase remains a total of 5% as previously presented. The Building & Property Standards Commission has requested \$16,000 to allow two (2) structures for demolition. All other proposed budget items remain the same as previously presented.

Presently, the sales tax revenues are a little under projection, but hope sales during July and August will increase the year-end balance. The General Fund has not changed since the last presentation on June 10, 2014.

Page 18 of the presentation reflects the indebtedness of the City. Ms. Hamlin proposed Option 2 which allows the property taxes to pay the bond indebtedness which frees the enterprise funds from transfers into the General Fund. Option 1 would continue using one-half the revenues of the enterprise funds to pay the indebtedness. With Option 1, the rollback tax rate would be passed to the taxpayers, while Option 2 would involve a tax increase which was originally planned per the bond election.

The Water and Wastewater personnel have been moved as requested from the June 10<sup>th</sup> meeting. By making said change, the water fund is now short \$120,000. The rate study will be redone which will help the decision to consider a rate increase which will help with the shortage. Mr. White stated it is good to consider the Water Department taking funding itself and the Wastewater Department funding itself. The Electric Fund was designed to make transfers to the General Fund. Page 28 reflects the revenues versus expenses in the Water Fund which reflects a deficit in both 2013-2014 Budget and 2014-2015 Budget. By following Option 2, Mr. White stated tax revenues will free the Water Fund and can balance the budget without transferring out of the Water Fund. Mr. White also indicated the finances will see a difference with the completion of the four-level rate increase. Mr. White exclaimed the Water and Wastewater Funds have struggled. With increased rates, people are conserving more and water sales are down.

The Electric Fund personnel line item has increased due to an additional person with a four employee Department. Mr. White stated he built the Electric Fund a little "fat" to allow for extra expenditures since we are going into our first year as Farmersville Electric. Mild summer weather will affect the electric sales. By August, the figures should be clear based on the model. Funding has been made available for more material which is more than we had when we were with Sharyland Utilities. El Niño is building and conditions are setting to have a milder winter.

The Electric Surcharge Account is building and can be spent on improvements to the electrical system. Mayor Helmberger questioned the 90 day reserve fund with Ms. Hamlin stating \$450,000 is set aside to pay for salaries, trucks and tools.



Ms. Hamlin informed the Council TML IEBP, the City employee's medical insurance provider, is pressing to have an insurance contract signed regarding the City's commitment. Employees will definitely take a hit on higher insurance premiums since the premiums are increasing from 3% to 20% depending on the selected plan. Michael Hesse stated the City is not the only one having high premiums. The Council gave their consensus to hold their commitment to 3%.

The final tax calculations will be received July 25<sup>th</sup>. From there the Council will have a better idea of accurate tax dollars to then further budget discussions.

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

Mayor Helmberger requested a discussion regarding the Special Event permit. John Klostermann requested information regarding ADA compliancy. No one else requested placing items on future agendas.

**ITEM VI) ADJOURNMENT**

Council adjourned at 7:12:35pm.

APPROVED

ATTEST

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

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: CONSENT AGENDA - Police Department Report



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

## Farmersville Police Department Monthly Report July-14

Total Calls For Service: **513**

### Tier 1 Crimes

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

### Tier 2 Crimes

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

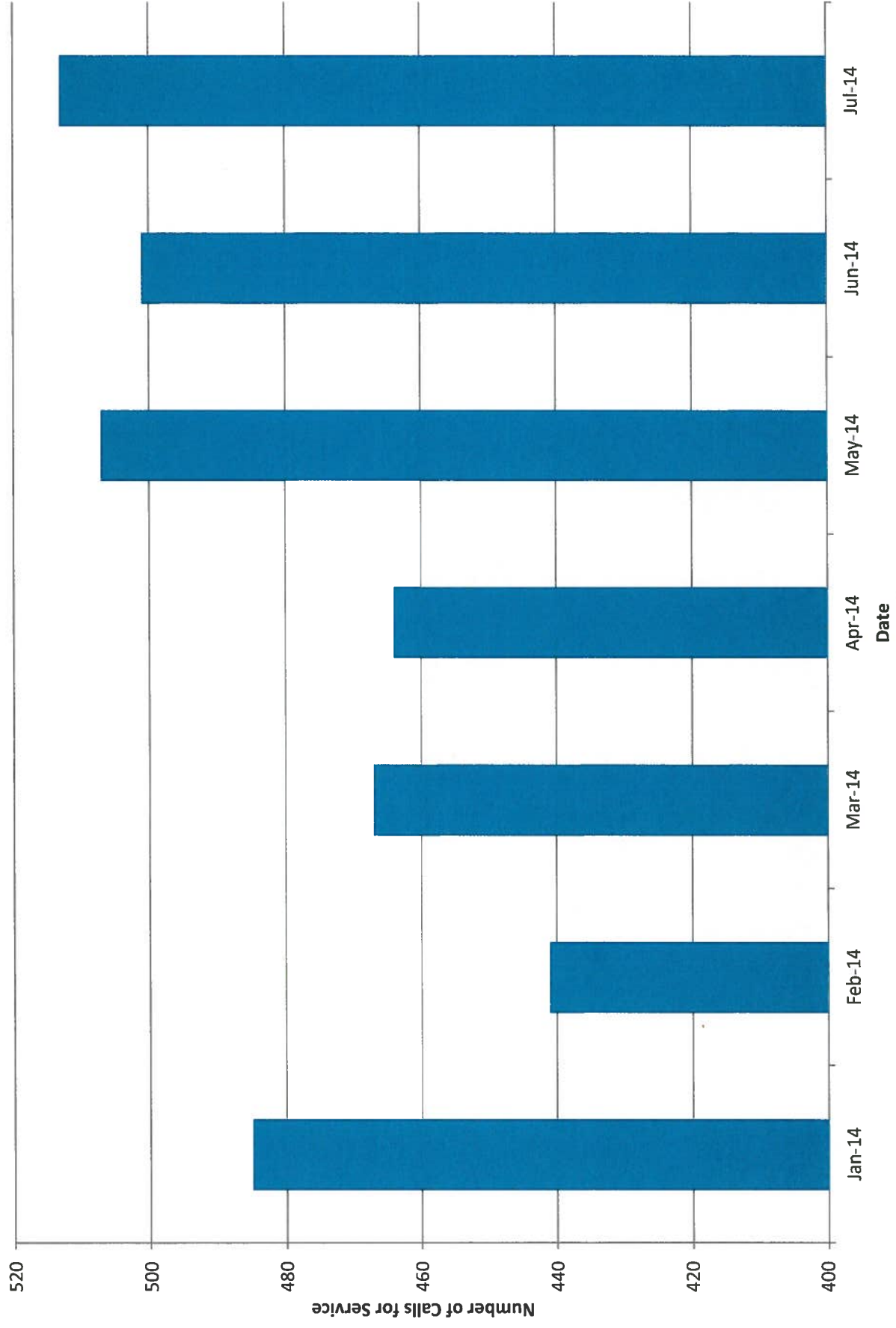
### Miscellaneous

Traffic Stops: **234**      Major Accidents: **0**  
Citations: **114 (145 violations)**      Minor Accidents: **6**  
Alarms: **12**      Agency Assist: **24**

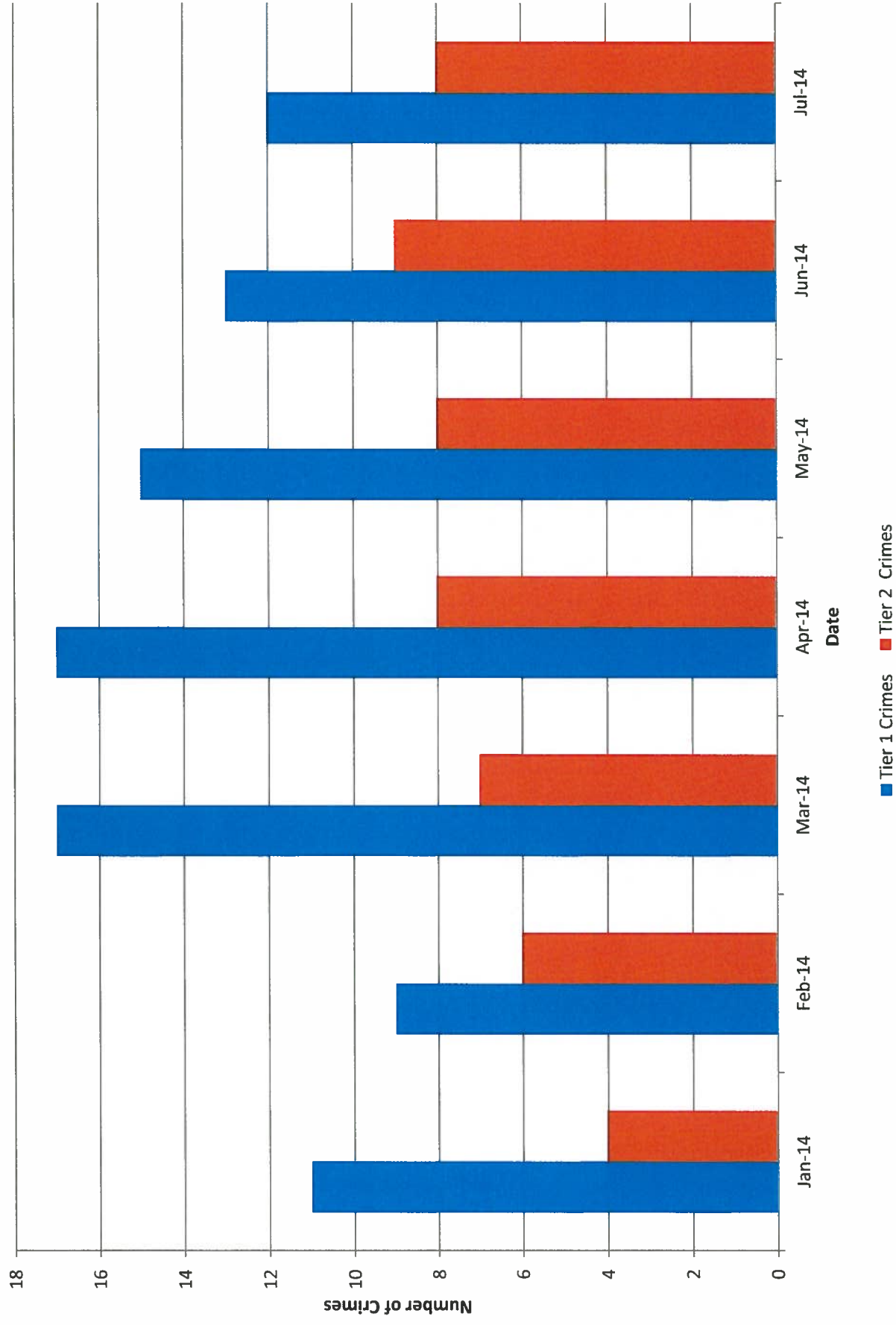
### Cases filed with the District Attorney's Office:

Felony: **5**  
Misdemeanor: **4**

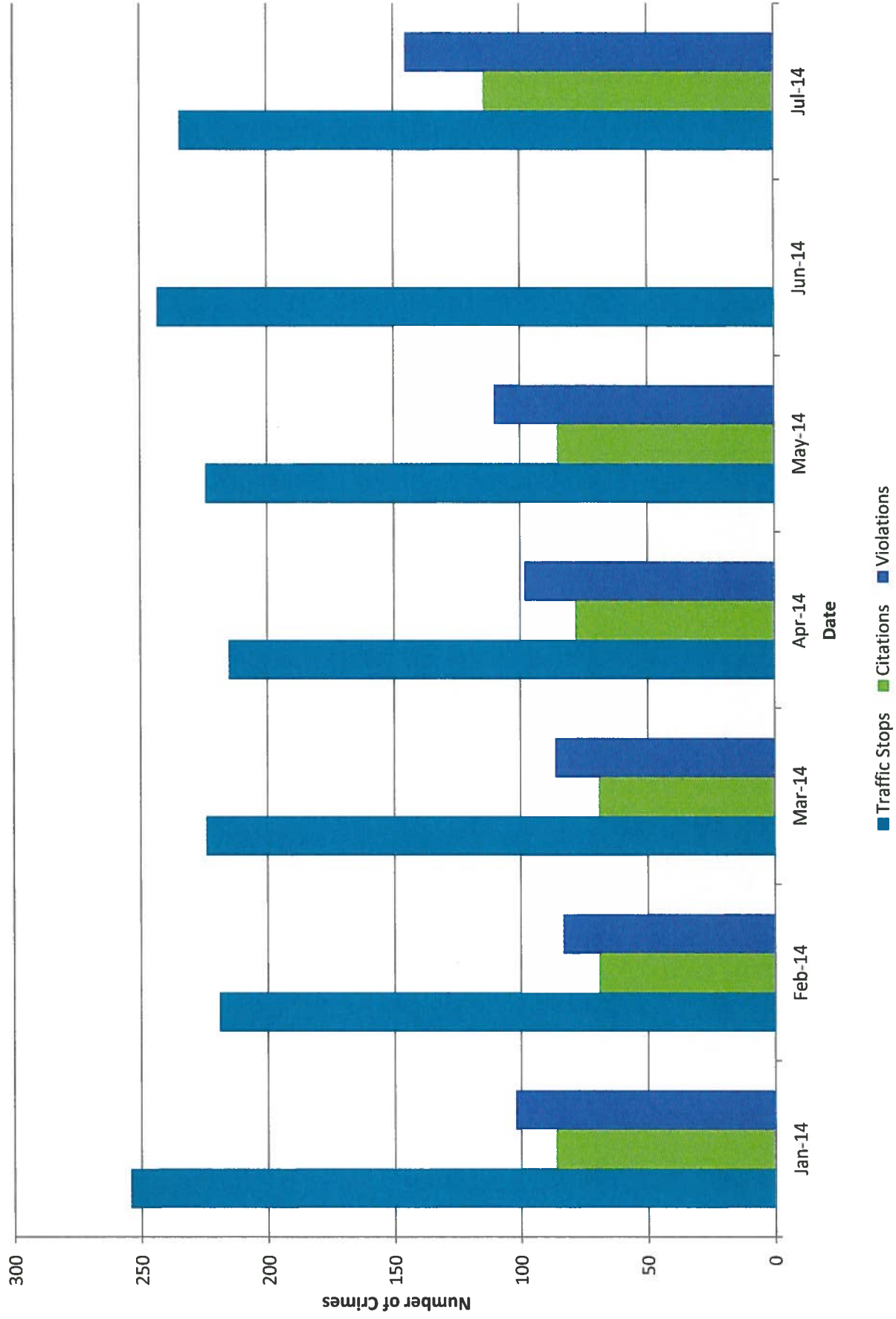
## Police Department Calls for Service



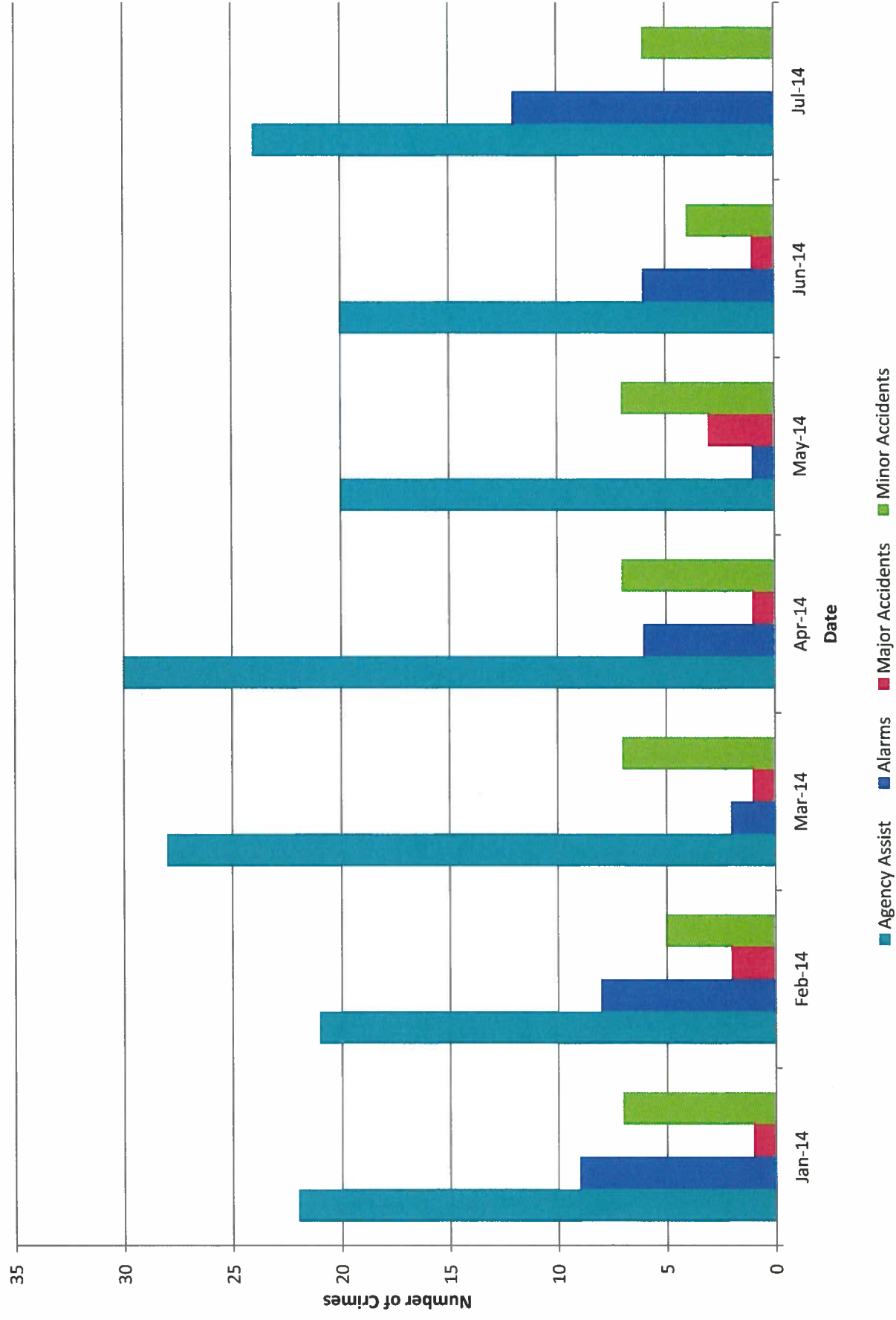
## Uniform Crime Reporting



## Traffic Enforcement



## Police Activity





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: CONSENT AGENDA – Code Enforcement/Animal Control Report



Farmersville Police Department  
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
07/01/2014	211 Maple	Brush	X		X		X		07/01/2014	Recheck
07/01/2014	Whitaker-Lincoln	Brush	X		X		X		07/01/2014	Recheck
07/01/2014	501 Maple	Brush B/Y	X		X		X		07/10/2014	Extended 7/1/2014
07/01/2014	500 Candy	Brush	X		X		X			Extended 7/1/2014
07/01/2014	402 McKinney	Debris in Carport	X	X	X		X		07/09/2014	Extended 7/10/2014
07/01/2014	610 S. Main	Brush	X		X		X		07/01/2014	Recheck
07/01/2014	914 S. Main	Tree	X		X		X			Final Notice Sent 7/29/2014
07/01/2014	106 Santa Fe	Grass	X		X		X		07/01/2014	Recheck
07/01/2014	108 Austin	Brush	X		X		X		07/10/2014	Extended 7/1/2014
07/01/2014	504 Orange	Grass, Debris	X		X		X		07/01/2014	Recheck
07/01/2014	551 W. Audie Murphy	Tree B/Y	X	X	X		X		07/10/2014	Extended 7/1/2014
07/01/2014	PR 100 #8	Fridge	X		X		X		07/01/2014	Recheck
07/01/2014	PR 100 #10	Grass	X	X	X		X		07/01/2014	Recheck
07/01/2014	PR 100 #42	Grass	X	X	X		X		07/01/2014	Recheck
07/01/2014	212 S. Hamilton	Grass	X		X		X		07/01/2014	Recheck
07/01/2014	510 Mimosa	Grass	X		X		X		07/01/2014	Recheck
07/01/2014	Lynch-380	Grass	X	X	X		X		07/10/2014	Extended 7/1/2014
07/01/2014	402 S. Johnson	Grass	X		X		X		07/10/2014	Extended 7/1/2014
07/01/2014	426 N. Washington	Grass	X		X		X		07/01/2014	Recheck
07/01/2014	311 Woodard	Grass	X		X		X		07/01/2014	Recheck
07/01/2014	116 Prospect	Brush, Grass	X	X	X		X		07/01/2014	Recheck
07/01/2014	108 Wilcoxson	Grass, Brush	X		X		X		07/01/2014	Recheck
07/07/2014	AT & T Building	Grass	X		X		X		07/01/2014	Recheck
07/07/2014	212 N. Washington	Grass	X		X		X		07/22/2014	Letter Sent 7/16/2014
07/07/2014	703 N. Washington	Grass	X		X		X		07/24/2014	Letter Sent 7/16/2014
07/07/2014	604 Meadowview	BB Goal	X		X		X		07/25/2014	Letter Sent 7/16/2014
07/07/2014	510 Meadowview	Fence	X	X	X		X		07/09/2014	Extended 7/7/2014
07/07/2014	508 Meadowview	Fence	X		X		X		07/07/2014	Recheck
07/07/2014	608 Meadowview	Grass	X		X		X		07/07/2014	Recheck
07/07/2014	502 Meadowview	Grass	X		X		X		07/07/2014	Recheck
07/07/2014	504 Clairmont	Grass	X		X		X		07/07/2014	Recheck
07/07/2014	506 Clairmont	Grass	X		X		X		07/07/2014	Recheck
07/07/2014	512 Clairmont	Grass	X		X		X		07/07/2014	Recheck
07/07/2014	502 Ryan Cir	Grass	X		X		X		07/07/2014	Recheck
07/07/2014	503 Ryan Cir	Grass	X	X	X		X		07/07/2014	Recheck

Farmersville Police Department  
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
07/07/2014	513 Jouette	Grass	X		X		X		07/07/2014	Recheck
07/07/2004	604 Jouette	Grass	X		X		X		07/07/2014	Recheck
07/07/2014	513 Sycamore	Grass	X		X		X		07/31/2014	Letter Sent 7/16/2014
07/07/2014	425 Sherry	Grass	X		X		X		07/07/2014	Recheck
07/07/2014	308 Sherry	Brush, Grass	X				X		07/07/2014	Recheck
07/07/2014	302 Sherry	Grass	X	X	X		X		07/09/2014	Send Letter
07/07/2014	Masonic Lodge	Brush	X	X	X		X		07/18/2014	Extended 7/7/2014
07/07/2014	303 Raymond	Grass	X	X	X		X		07/21/2014	Spoke w/Owner
07/07/2014	North King Ridge One-7	Grass	X	X	X		X		07/09/2014	Letter Sent 7/16/2014
07/07/2014	Goldstein--78	Grass	X	X	X		X		07/09/2014	Letter Sent 7/16/2014
07/07/2014	PR 100 #15	Numerous	X		X		X		07/18/2014	Extended 7/7/2014
07/07/2014	508 Neathery	Grass	X		X		X		07/07/2014	Recheck
07/07/2014	400 S. Johnson	Grass	X		X		X		07/24/2014	Letter Sent 7/16/2014
07/07/2014	Santa Fe-Nesmith	Grass	X	X	X		X		07/09/2014	Send Letter
07/07/2014	221 S. Washington	Brush	X	X	X		X		07/07/2014	Recheck
07/07/2014	205 Central	Appliances	X	X	X		X		07/16/2014	Extended 7/7/2014
07/07/2014	602 S. Main	Shrubs	X	X	X		X		07/07/2014	Recheck
07/07/2014	907 S. Main	Grass	X	X	X		X		07/07/2014	Recheck
07/07/2014	Murphy-Houston	Grass	X		X		X		Extended 7/31/2014	
07/09/2014	Feagin-Maple	Grass	X	X			X		07/09/2014	
07/09/2014	Family Dollar	Illegal Dumping	X				X		07/10/2014	Waiting for Paperwork
07/09/2014	Crossroad Terrace	Numerous	X	X			X		Extended 7/9/2014	
07/09/2014	303 Rolling Hills	Brush	X	X			X		07/09/2014	Recheck
07/09/2014	304 Gotcher	Brush	X				X		Extended 7/31/2014	
07/09/2014	307 N. Main	Grass	X		X		X		Letter Sent 7/16/2014	
07/09/2017	414 N. Main	Grass	X		X		X		Extended 7/25/2014	
07/09/2014	504 Waterford	Fence	X		X		X		07/09/2014	Recheck
07/09/2014	Back Forty	Signs	X				X		07/09/2014	Recheck
07/09/2014	701 SH 78	Signs	X	X			X		07/09/2014	Recheck
07/09/2014	1419 Pecan Creek	Grass	X	X			X		07/21/2014	Left Card
07/09/2014	1415 Pecan Creek	Grass, Debris, Truck	X	X			X		07/31/2014	Spoke w/Owner
07/09/2014	1417 Pecan Creek	Fence	X				X		Extended 7/31/2014	
07/09/2014	700 SH 78	Grass, Brush, Debris	X		X		X		Letter Sent 7/16/2014	
07/09/2014	818 S. Main	Debris	X	X	X		X		Final Notice Sent 7/16/2014	
07/09/2014	315 Summit	BB Goal in Road	X	X			X	X	07/09/2014	Helped Moved Goal

Farmersville Police Department  
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
07/09/2014	210 S. Rike	Debris Front Yard	X	X			X		07/18/2014	Spoke w/Contractor
07/09/2014	414 Jouette	Watering Yard	X	X			X		07/09/2014	Explained Watering Schedule
07/09/2014	110 Santa Fe	Grass	X	X			X		07/09/2014	Recheck
07/10/2014	311 Jouette	Truck-No Stickers	X	X			X		07/14/2014	Spoke w/Owner
07/10/2014	Amy's Carwash	Grass	X	X		X	X		07/31/2014	Send Citation
07/10/2014	205 SH 78	Grass, Appliances	X		X		X		07/14/2014	Letter Sent 7/16/2014
07/10/2014	607 Maple	Grass	X		X		X		07/14/2014	Letter Sent 7/16/2014
07/10/2014	603 Maple	Grass	X		X		X		07/14/2014	Letter Sent 7/16/2014
07/10/2014	124 N. Hamilton	Grass, Tree stumps	X		X		X		07/14/2014	Letter Sent 7/16/2014
07/10/2014	515 Maple	Grass, Tree Stumps	X		X		X		07/14/2014	Letter Sent 7/16/2014
07/10/2014	510 N. Main	Illegal Dumping	X		X		X		07/16/2014	Letter Sent 7/16/2014
07/10/2014	601 Jackson	Grass	X		X		X		07/22/2014	Letter Sent 7/16/2014
07/10/2014	509 Jackson	Tree logs	X		X		X		07/21/2014	Fianl Notice Sent 7/29/2014
07/10/2014	106 Murchison	Tree, Debris	X		X		X		07/21/2014	Extended 7/10/2014
07/10/2014	309 Murchison	Grass, Debris, Toilet	X		X		X		07/10/2014	Recheck
07/10/2004	311 Woodard	Furniture	X		X		X		07/10/2014	Recheck
07/10/2014	204 Woodard	Brush, Twigs	X	X			X		07/10/2014	Send Letter 7/21/2014
07/10/2014	202 Woodard	Grass, Windows	X		X	X	X		07/10/2014	Recheck
07/10/2014	116 Woodard	Brush, Debris	X		X	X	X		07/10/2014	Citation
07/10/2014	119 N. Main	Debris	X		X		X		07/10/2014	Final Notice Sent 7/29/2014
07/10/2014	302 Orange	Brush	X		X		X		07/10/2014	City Called
07/10/2014	305 Austin	Grass	X	X			X		07/10/2014	Recheck
07/10/2014	108 Austin	Brush	X		X		X		07/10/2014	Recheck
07/10/2014	106 Austin	Grass	X		X		X		07/29/2014	Letter Sent 7/16/2014
07/10/2014	108 Austin	Grass	X		X		X		07/29/2014	Letter Sent 7/16/2014
07/10/2014	602 S Main	Brush	X		X		X		07/29/2014	Extended 7/31/2014
07/10/2014	106b Beech	Debris	X	X	X		X		07/29/2014	Extended 7/31/2014
07/14/2014	302 Sherry	Decoration	X	X				X	07/14/2014	Decorations OK
07/14/2014	204 Austin	Brush	X	X			X		07/14/2014	Recheck
07/14/2014	503 Houston	Tree Stumps	X		X		X		07/14/2014	Recheck
07/14/2004	116 Buckskin	Cars in Yard	X	X			X		07/18/2014	Spoke w/Owner
07/14/2004	507 S. Main	Debris	X		X		X		07/14/2014	Recheck
07/15/2014	Amy's Carwash	Take Pictures							07/14/2014	
07/15/2014	PR 100 #15	Living In RV	X	X				X	07/18/2014	Given 48 Hrs to Move
07/16/2014	Stevenson-380	Grass, Brush	X		X		X		07/18/2014	Extended 7/31/2014



Farmersville Police Department  
Code Enforcement

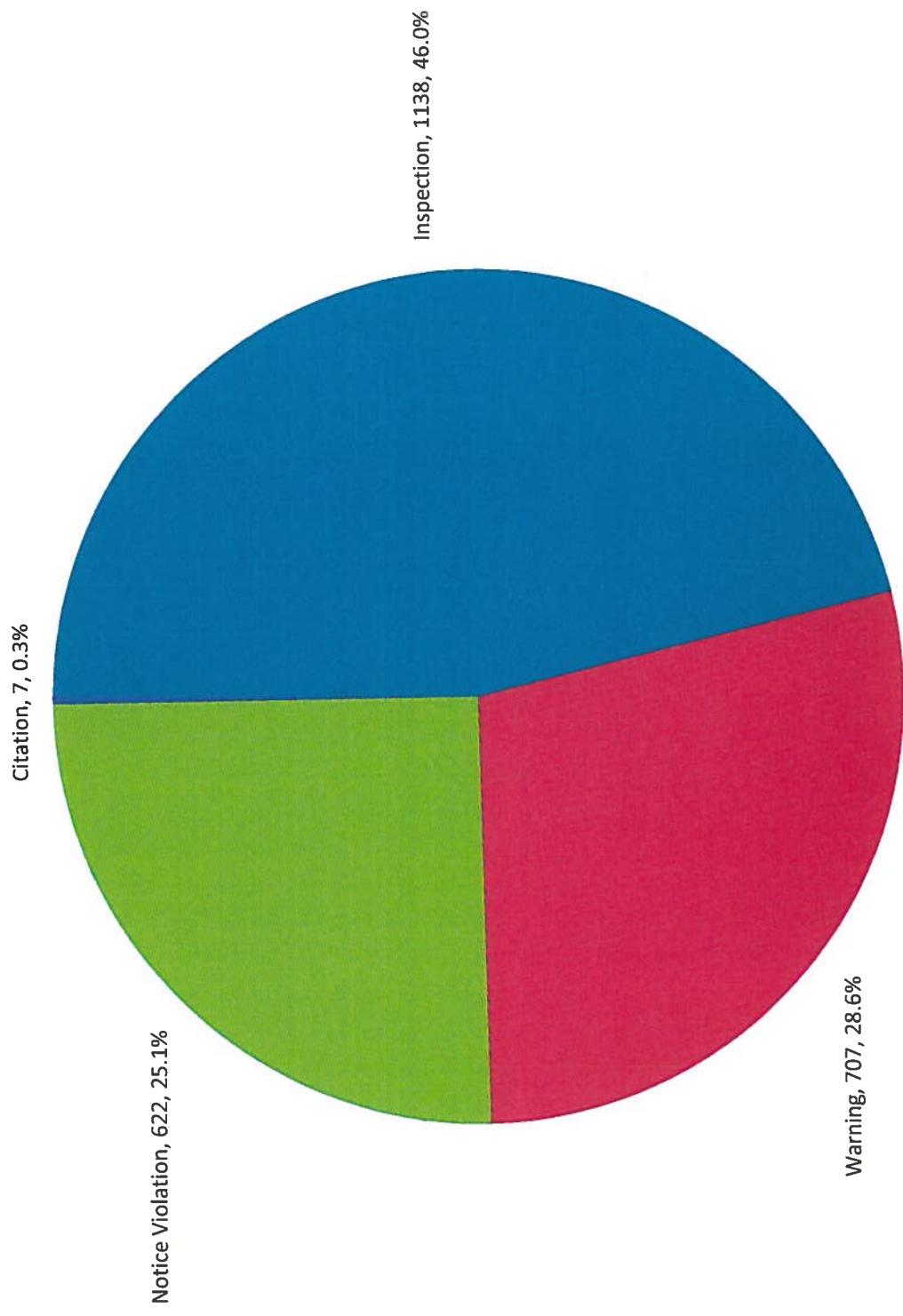
Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
07/16/2014	206 Audie urphy	Grass	X		X		X		07/24/2014	Letter Sent 7/17/2014
07/16/2014	307 Audie Murphy	Appliance, Debris	X	X	X		X			Extended 7/31/2014
07/16/2014	200 Beech	Grass	X		X		X			Extended 7/31/2014
07/16/2014	703 SH 78	Grass, Appliance	X		X		X		07/31/2014	NOV 7/21/2014 for Appliance
07/16/2014	309 Prospect	Grass	X	X			X		07/21/2014	Spoke w/Owner
07/16/2014	311 Prospect	Grass	X	X			X		07/21/2014	Spoke w/Owner
07/16/2014	112 S. Rike	Numerous	X	X			X			Extended 7/29/2014
07/18/2014	607 Maple	Post Meeting Letter					X		07/18/2014	
07/18/2014	115 Buckskin	Post Meeting Lettedr					X		07/18/2014	
07/18/2014	113 Buckskin	Post Meeting Letter					X		07/18/2014	
07/18/2014	116 Woodard	Take Pictures	X		X		X		07/18/2014	
07/18/2014	214 Woodard	Tree Limbs Roof/Port	X		X		X		09/04/2014	Letter Sent 7/21/2014
07/18/2014	816 Orange	Grass, Debris	X		X		X			Extended 8/4/2014
07/21/2014	202 Woodard	Bldg Debris, No Permi	X	X			X			Sent to City Hall for Permit
07/21/2014	205 Central	Tall Grass SY	X		X		X			Letter Sent 7/21/2014
07/21/2014	Wright-Central	Grass	X		X		X			Letter Sent 7/24/2014
07/21/2014	309 College	Complaints	X				X		07/21/2014	Landlord/tenant dispute
07/21/2014	301 Houston	Brush S/y, Fly	X	X			X			Extended 8/4/2014
07/21/2014	122 Houston	Brush, Debris	X		X		X			Letter Sent 7/24/2014
07/21/2014	PR 100 #27	Fridge Sink in Yard	X	X	X		X			NOV 8/4/2014
07/21/2014	703 SH 78	Grass	X	X			X		07/21/2014	Recheck
07/21/2014	508 Neathery	Numerous	X							Getting Search Warrant
07/22/2014	508 Neathery	Take Pictures	X						07/22/2014	
07/22/2014	119 N Main	Car FY	X	X			X		07/24/2014	Spoke w/Owner
07/22/2014	411 Jackson	Brush	X		X		X			Letter Sent 7/24/2014
07/22/2014	407 Jackson	Grass	X		X		X		07/29/2014	Letter Sent 7/24/2014
07/22/2014	306 N. Main	Grass	X	X			X		03/29/2014	Left Card
07/22/2014	802 S. Main	Brush	X		X		X			Letter Sent 7/24/2014
07/22/2014	804 S. Main	Grass	X	X			X			Called 7/24/2014
07/22/2014	808 S. Main	Appliance	X	X			X		07/24/2014	Spoke w/Owner
07/22/2014	1017 Orange	Tree Down, Brush	X	X			X			Spoke w/Owner
07/22/2014	Donaldson-Orange-2	Lc Grass, Debris	X		X		X		07/31/2014	Letter Sent 7/24/2014
07/22/2014	510 N. Main	Living in Accessory	X	X			X			Extended 8/4/2014
07/24/2014	312 Orange	Tree, brush, Fridge	X	X			X			Spoke w/Owner
07/24/2014	1017 Orange	Tree Down	X	X			X			Spoke w/Owner

Farmersville Police Department  
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
07/24/2014	313 Johnson	Grass	X		X		X			Letter Sent 7/29/2014
07/24/2014	PR 100 #12	Grass	X	X			X			Spoke w/Owner
07/24/2014	512 Jackson	Grass	X		X		X		07/29/2014	Left Card
07/24/2014	509 Jackson	Grass	X	X			X		07/29/2014	Spoke w/Owner
07/24/2014	412 Jackson	Grass	X	X			X		07/29/2014	Left Card
07/24/2014	130 N. Washington	Grass	X	X			X			Spoke w/Owner
07/24/2014	131 N. Washington	Grass	X	X			X		07/29/2014	Left Card
07/24/2014	108 Pendleton	Grass	X		X		X			Letter Sent 7/29/2014
07/24/2014	420 N. Washington	Grass	X	X			X			Spoke w/Owner
07/24/2014	426 N. Washington	Grass	X		X		X			Letter Sent 7/29/2014
07/24/2014	506 N. Washington	Grass	X	X			X		07/29/2014	Left Card
07/24/2014	507 N. Washington	Grass	X	X			X		07/29/2014	Left Card
07/24/2014	510 N. Washington	Grass	X	X			X		07/29/2014	Spoke w/ Owner
07/24/2014	215 Summit	About 307 S. Rike	X						07/24/2014	Demolition
07/25/2014	602 N. Washington	Grass, Appliance	X	X			X		07/29/2014	Spoke w/owner
07/25/2004	Hooper-N. Washington	Grass	X		X		X			Letter SeInt 7/29/2014
07/25/2014	704 N. Washington	Grass	X	X			X		07/29/2014	Left Card
07/25/2014	705 N. Washington	Grass	X	X			X		07/29/2014	Left Card
07/25/2014	513 Windom	Grass	X	X			X		7/2+/2014	Left Card
07/25/2014	417 Windom	Brush	X	X			X			Spoke w/Owner
07/25/2014	316 Windom	Grass	X	X			X		07/31/2014	Spoke w/Owner
07/25/2014	201 McKinney	Grass	X	X			X			Letter Sent 7/29/2014
07/25/2014	211 S. Washington	Roof	X		X		X		07/25/2004	Habitat Fixed
07/25/2004	809 S. Main	Grass	X	X			X			Spoke w/Owner
07/25/2014	703 S. Main	Grass	X	X			X		07/31/2014	Spoke w/Owner
07/25/2014	415 S. Main	Grass	X	X			X		07/31/2014	Spoke w/Owner
07/25/2014	119 N. Main	Grass	X	X			X		07/29/2014	Spoke w/Owner
07/25/2014	115 Prospect	Grass	X				X			Left Card
07/25/2014	116 Prospect	Grass	X	X			X			Spoke w/Owner
07/25/2014	501 N. Main	Grass	X	X			X		07/29/2014	Spoke w/Owner
07/25/2014	513 N. Main	Grass	X	X			X		07/29/2014	Left Card
07/25/2014	703 N. Main	Tree Limbs F/Y	X		X		X			Letter Sent 7/29/2014
07/31/2014	909 S. Main	Back Lot-Grass, Debris	X		X		X			Letter Sent 8/4/2014
07/31/2014	107 N. Hamilton	Grass, Debris, Tire	X		X		X			Letter Sent 8/4/2014
07/31/2014	508 Jouette	Grass	X		X		X			Letter Sent 8/4/2014

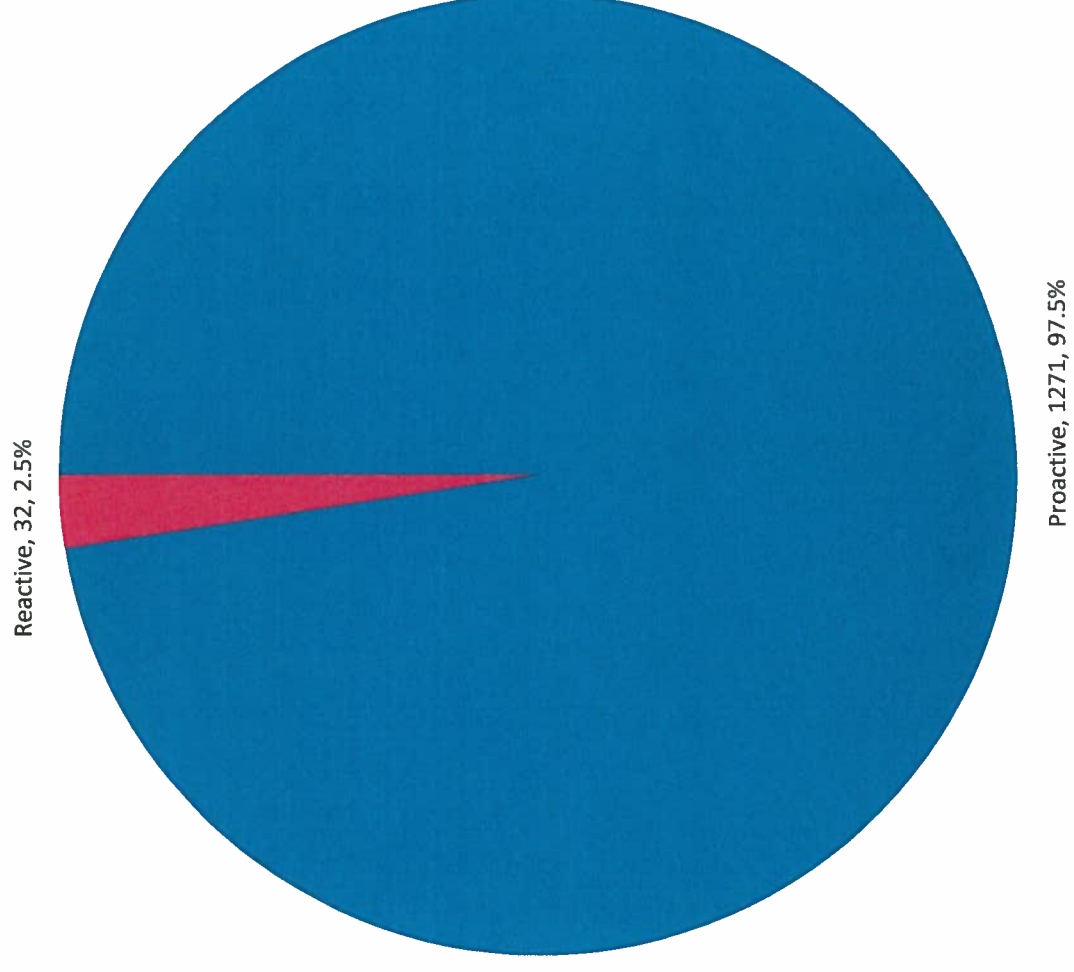
# Code Enforcement Activity Results

## City of Farmersville Police Department

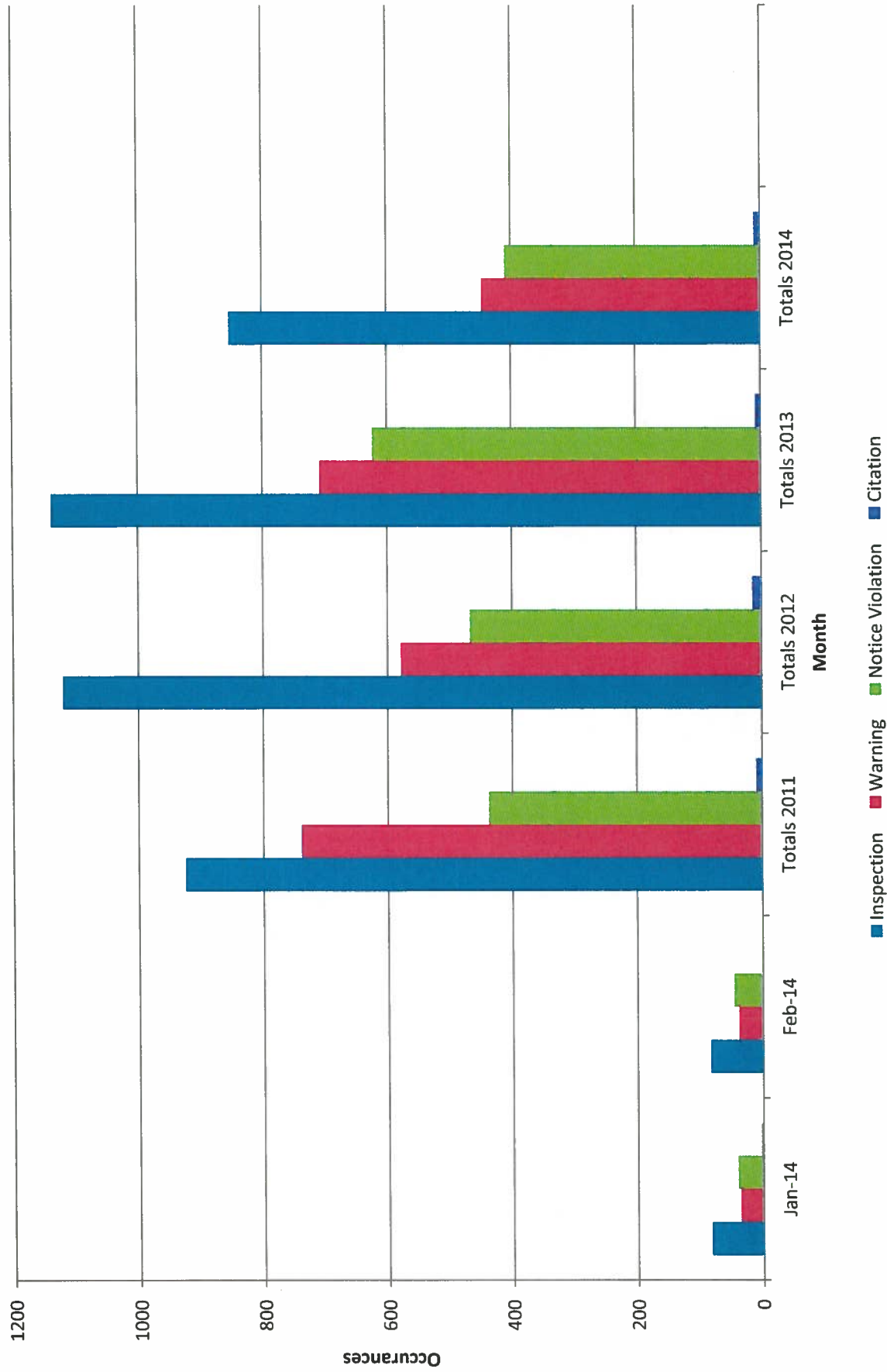


# Code Enforcement Activity Results

## City of Farmersville Police Department



# Code Enforcement Activity Results City of Farmersville Police Department





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

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL CITATION	IMPOUND	CC SHELTER	CFS#
07/02/2014	Stray Kitten	Baptist Church	Pound			X		
07/02/2014	Loose Livestock	380 At 657	Unable to Locate					
07/08/2014	Loose Dog	Johnson	Unable to locate					
07/09/2014	Loose Horses	HWY 78/CR553	CCAS (3)				X	
07/10/2014	PR 100 #27	Loose Dog	Spoke w/Owner	X				
07/10/2014	PR 100 #18	Loose Dog	Spoke w/Owner	X				
07/10/2014	Loose Dog	SH 78	Returned to Owner	X				
07/10/2014	Loose Dog	N. Washington	Pound			X		
07/11/2014	Wild Hog	Main/College	Unable to Locate					
07/11/2014	Wild Hog	Windowm/Pendleton	Unable to Locate					
07/12/2014	Dog Bite	211 S. Washington	Quarantine			X		
07/12/2014	Dog Bite	305 Rolling Hills	Quarantine	X				
07/10/2014	Pick Up Dog	Pound	CCAS				X	
07/12/2014	Pick Up Dog	Pound	CCAS (Quarantine)				X	
07/15/2014	Stray Dogs	310 Rolling Hills	CCAS				X	
07/15/2014	Dog in Car	Brookshires	Spoke w/Owner	X				
07/16/2014	Possum	Houston/rike	Relocated					
07/16/2014	Loose Livestock	Hwy 380	Unable to Locate					
07/16/2014	Loose Cow	Hwy 380	Returned to Owner	X				
07/18/2014	Cats in Road	403 Jackson	Spoke w/Owner	X				
07/21/2014	Loose Dog	Maple	Returned to Grandmother	X				
07/21/2014	Loose Dog	515 Maple	CCAS				X	
07/22/2014	Stray Puppy	714 Orange	CCAS				X	
07/22/2014	Dead Possum	N. Main	Disposed Of					
07/23/2014	Loose Dogs	Meritt	Spoke w/Owner	X				
07/23/2014	Loose Dogs (2)	Spain Complex	CCAS (2)				X	
07/24/2014	Loose Dogs	Haislip	Unable to Locate					
07/24/2014	Loose Dog	519 Windom	NOV		X			
07/24/2014	Complaint	302 Austin	Left Card	X				
07/24/2014	Dead Cat N. Main	Disposed Of						
07/25/2014	Loose Horse	Hwy 380	Unable to Locate					
07/26/2014	Loose Dog	Hwy 78	Pound			X		
07/27/2014	Snake	409 Hwy 78	Unable to Locate					
07/28/2014	Loose Dog	Charlies	Pound			X		
07/28/2014	Loose Dog	Hwy 78	Pound			X		
07/28/2014	Pick Up Dog	Pound	Returned to Owner	X				
07/29/2014	Pick Up Dogs	Pound	CCAS (2)					
07/29/2014	Barking	305 College	Spoke w/Owner	X			X	
07/29/2014	Welfare Check	302 Austin	Spoke w/Owner	X				

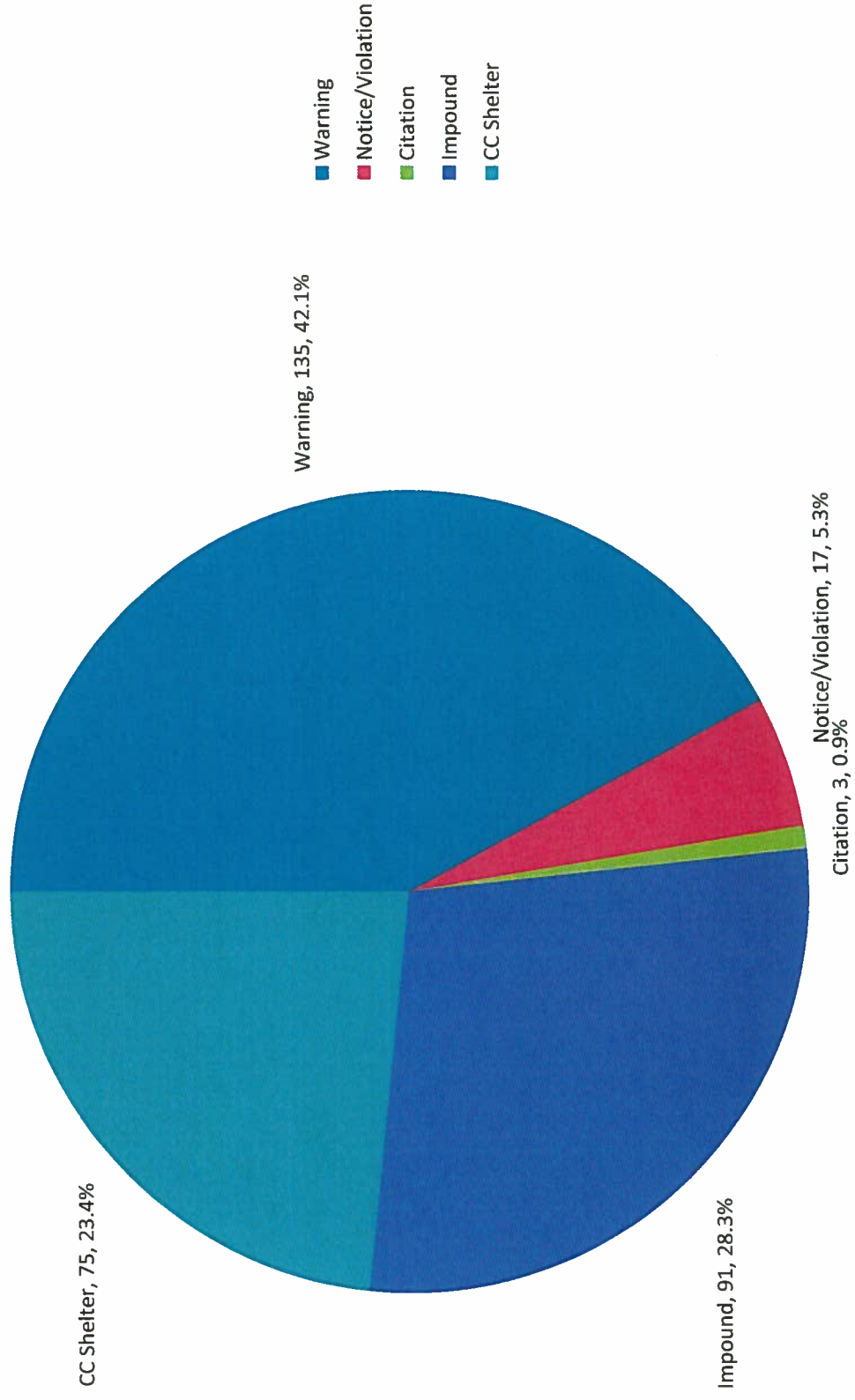
Abandoned Animals

FARMERSVILLE POLICE DEPARTMENT  
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL CITATION	IMPOUND/CC SHELTER	CFS#
07/31/2014	310 N. Hamilton	Stray Dog	Went Under House				

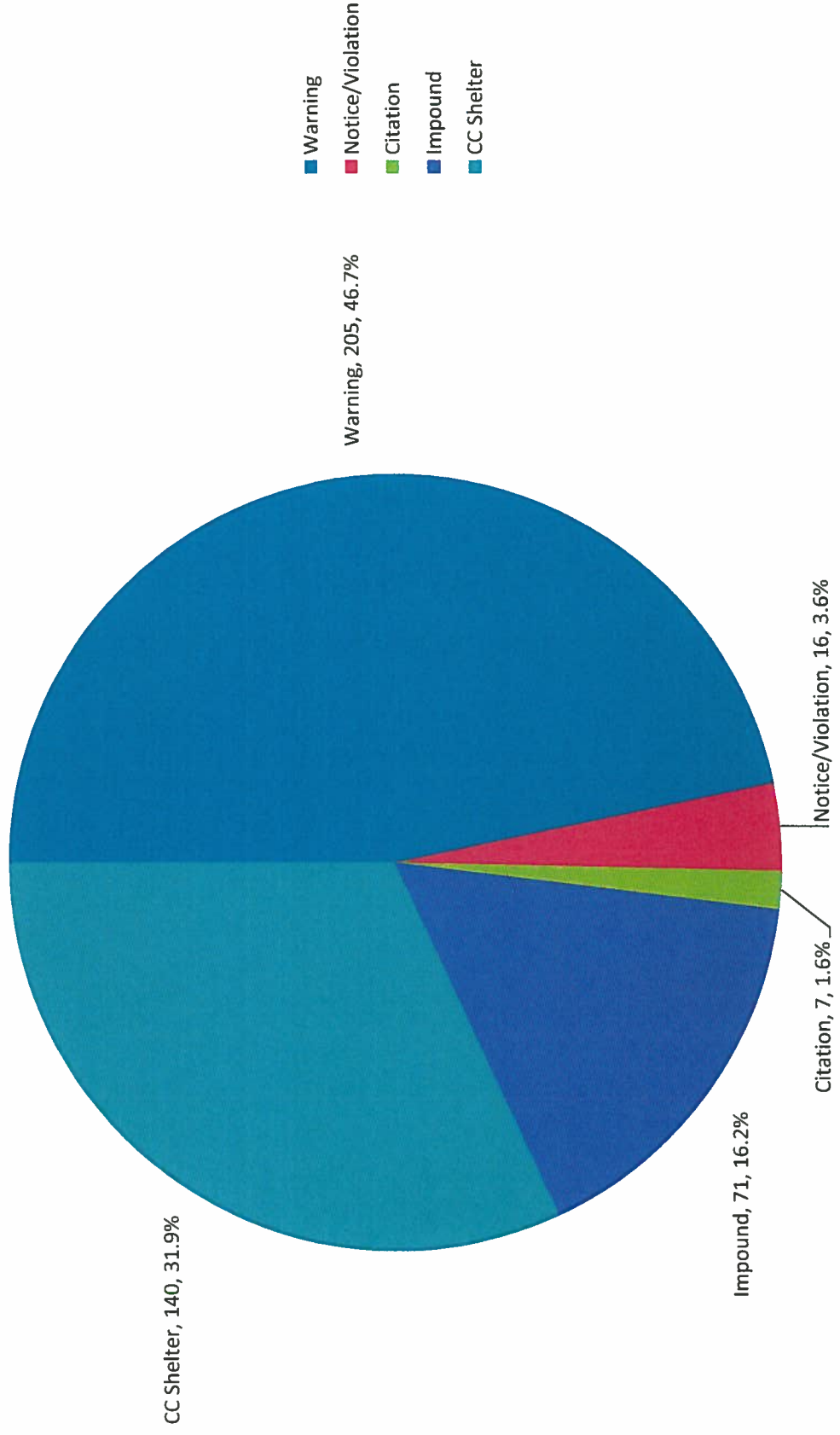
# Animal Control Activity Results

Farmersville Police Department  
Cumulative, Calendar Year 2014



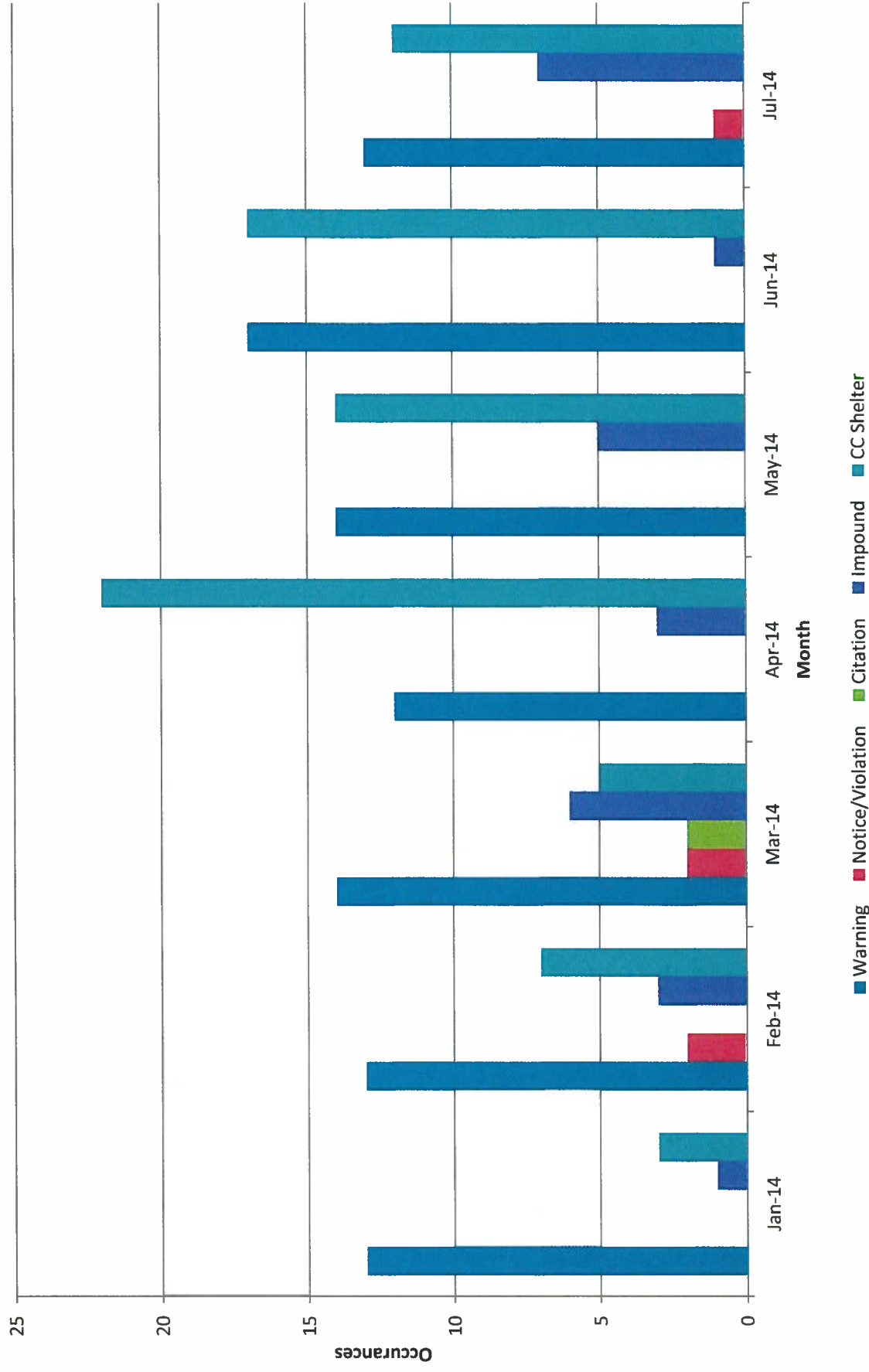
# Animal Control Activity Results

Farmersville Police Department  
Cumulative, Calendar Year 2014



# Animal Control Activity Results

## Farmersville Police Department



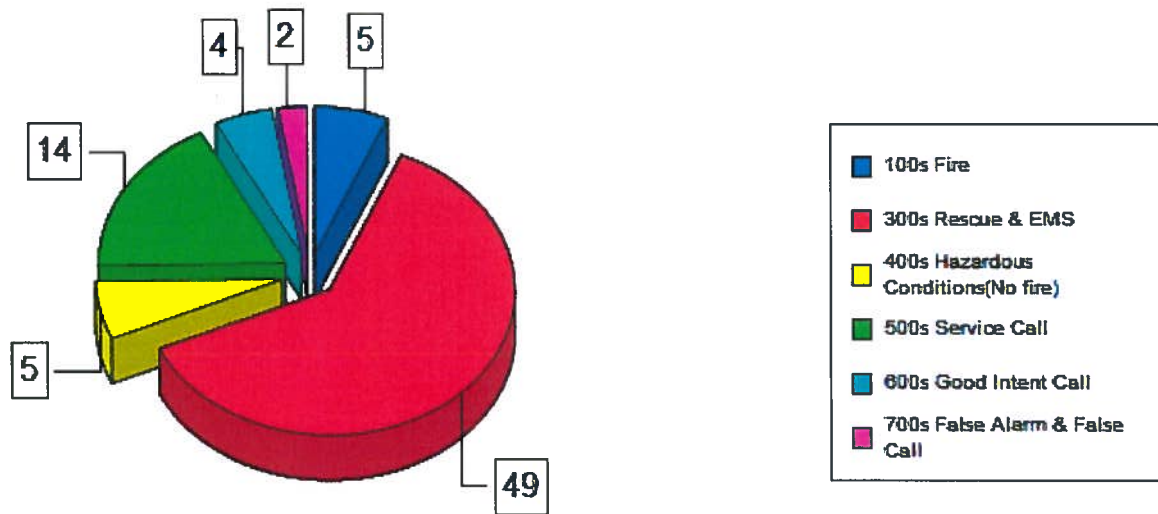


TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: CONSENT AGENDA – Fire Department Report

FARMERSVILLE FIRE DEPARTMENT  
MONTHLY CITY COUNCIL REPORT  
JULY 2014

1. ATMOS Energy purchased a new multi-gas detector along with 10 new street cones totaling approximately \$500.00. This was done as part of their community support program.
2. The department has installed two (2) laptop computers into the engine and first responder vehicle. This will allow them to receive ICS information from Collin County Dispatch as well as allow them to submit reports directly to the station from the unit.
3. We had one individual attend Texas A&M Summer Training School and completed his Texas Instructors Certification course.
4. Attended the Chief's Meeting in McKinney this past month. One of the items approved was an annual dues of \$300. The monies will be used by the administrative council for supplies and other items used for monthly meetings.

KIM R. MORRIS  
Farmersville Fire Chief



*Graphed Items are sorted by Incident Type*

#### Type Of Incident:

#### Total Of Incidents:

#### Percentage Value:

100 Series-Fire	5	6.33%
300 Series-Rescue & EMS	49	62.03%
400 Series-Hazardous Conditions(No fire)	5	6.33%
500 Series-Service Call	14	17.72%
600 Series-Good Intent Call	4	5.06%
700 Series-False Alarm & False Call	2	2.53%

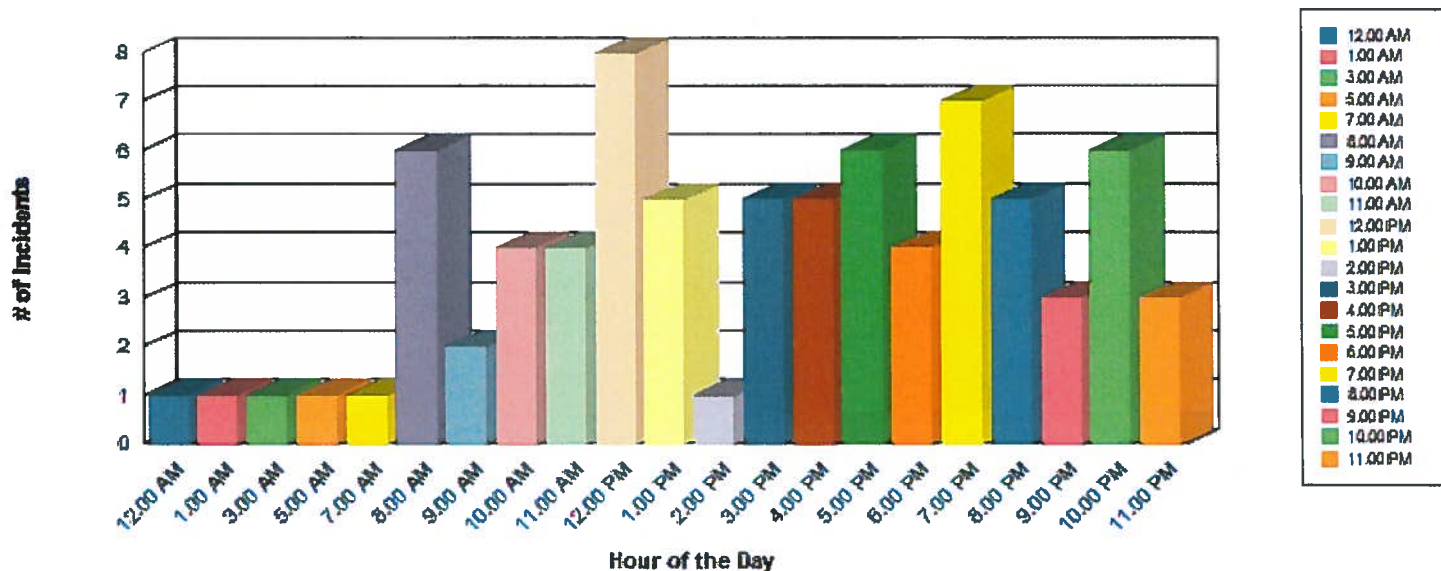
**Grand Total:** 79

**Type Of Incident Most Frequent:** 300 Series-Rescue & EMS

Print Date: 8/1/2014



## Incident Totals by Hour



**Hour of the Day: 12.00 AM**

Total # of Incidents: 1.00      % of Total Incidents: 1.27%

**Hour of the Day: 1.00 AM**

Total # of Incidents: 1.00      % of Total Incidents: 1.27%

**Hour of the Day: 3.00 AM**

Total # of Incidents: 1.00      % of Total Incidents: 1.27%

**Hour of the Day: 5.00 AM**

Total # of Incidents: 1.00      % of Total Incidents: 1.27%

**Hour of the Day: 7.00 AM**

Total # of Incidents: 1.00      % of Total Incidents: 1.27%

**Hour of the Day: 8.00 AM**

Total # of Incidents: 6.00      % of Total Incidents: 7.59%

**Hour of the Day: 9.00 AM**

Total # of Incidents: 2.00      % of Total Incidents: 2.53%

**Hour of the Day: 10.00 AM**

Total # of Incidents: 4.00      % of Total Incidents: 5.06%

**Hour of the Day: 11.00 AM**

Total # of Incidents: 4.00      % of Total Incidents: 5.06%

**Hour of the Day: 12.00 PM**

Total # of Incidents: 8.00      % of Total Incidents: 10.13%

**Hour of the Day: 1.00 PM**

Total # of Incidents: 5.00      % of Total Incidents: 6.33%

**Hour of the Day: 2.00 PM**

Total # of Incidents: 1.00      % of Total Incidents: 1.27%

**Hour of the Day: 3.00 PM**

Total # of Incidents: **5.00**

% of Total Incidents: **6.33%**

**Hour of the Day: 4.00 PM**

Total # of Incidents: **5.00**

% of Total Incidents: **6.33%**

**Hour of the Day: 5.00 PM**

Total # of Incidents: **6.00**

% of Total Incidents: **7.59%**

**Hour of the Day: 6.00 PM**

Total # of Incidents: **4.00**

% of Total Incidents: **5.06%**

**Hour of the Day: 7.00 PM**

Total # of Incidents: **7.00**

% of Total Incidents: **8.86%**

**Hour of the Day: 8.00 PM**

Total # of Incidents: **5.00**

% of Total Incidents: **6.33%**

**Hour of the Day: 9.00 PM**

Total # of Incidents: **3.00**

% of Total Incidents: **3.80%**

**Hour of the Day: 10.00 PM**

Total # of Incidents: **6.00**

% of Total Incidents: **7.59%**

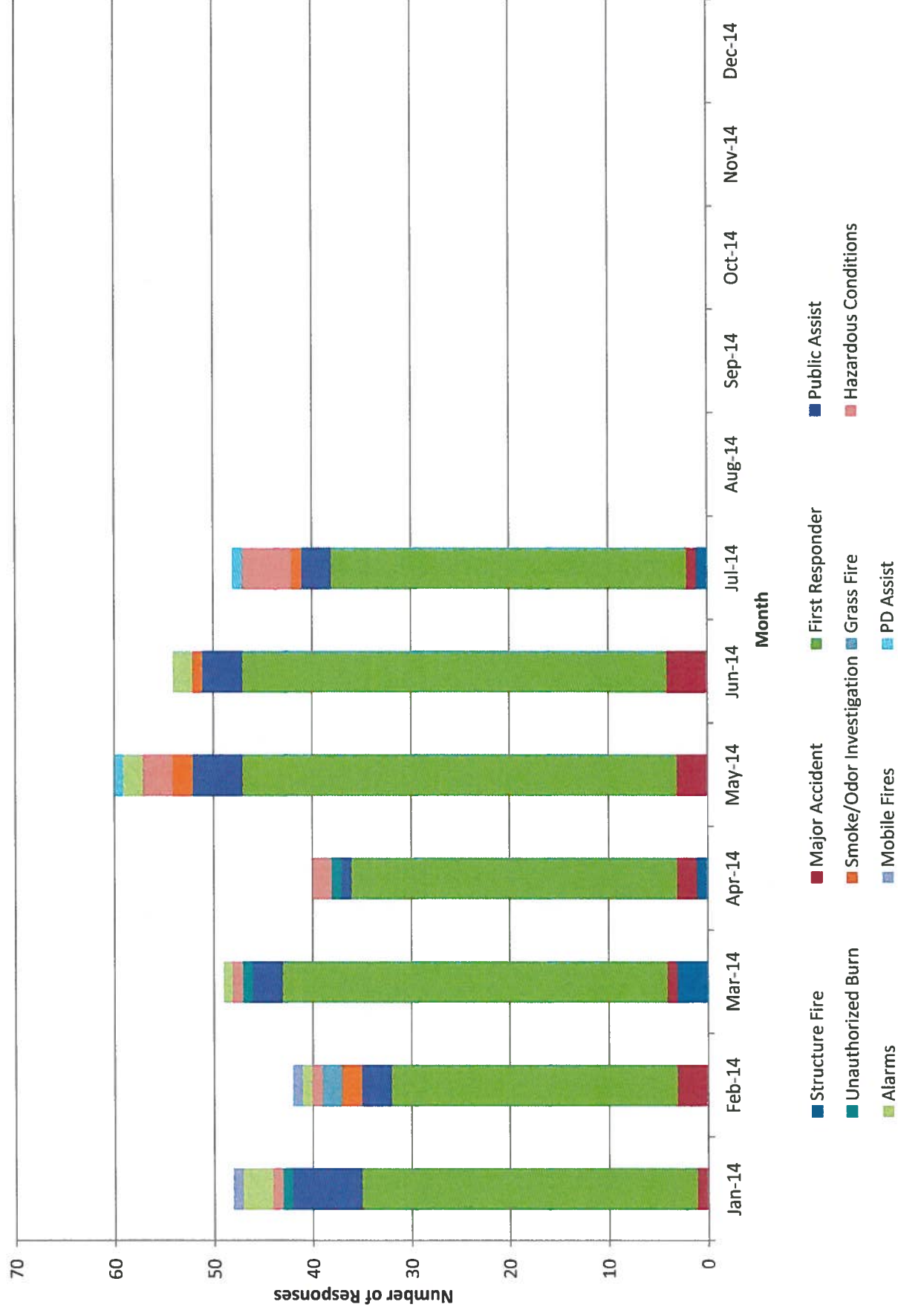
**Hour of the Day: 11.00 PM**

Total # of Incidents: **3.00**

% of Total Incidents: **3.80%**

**Grand Total Incidents: 79.00**

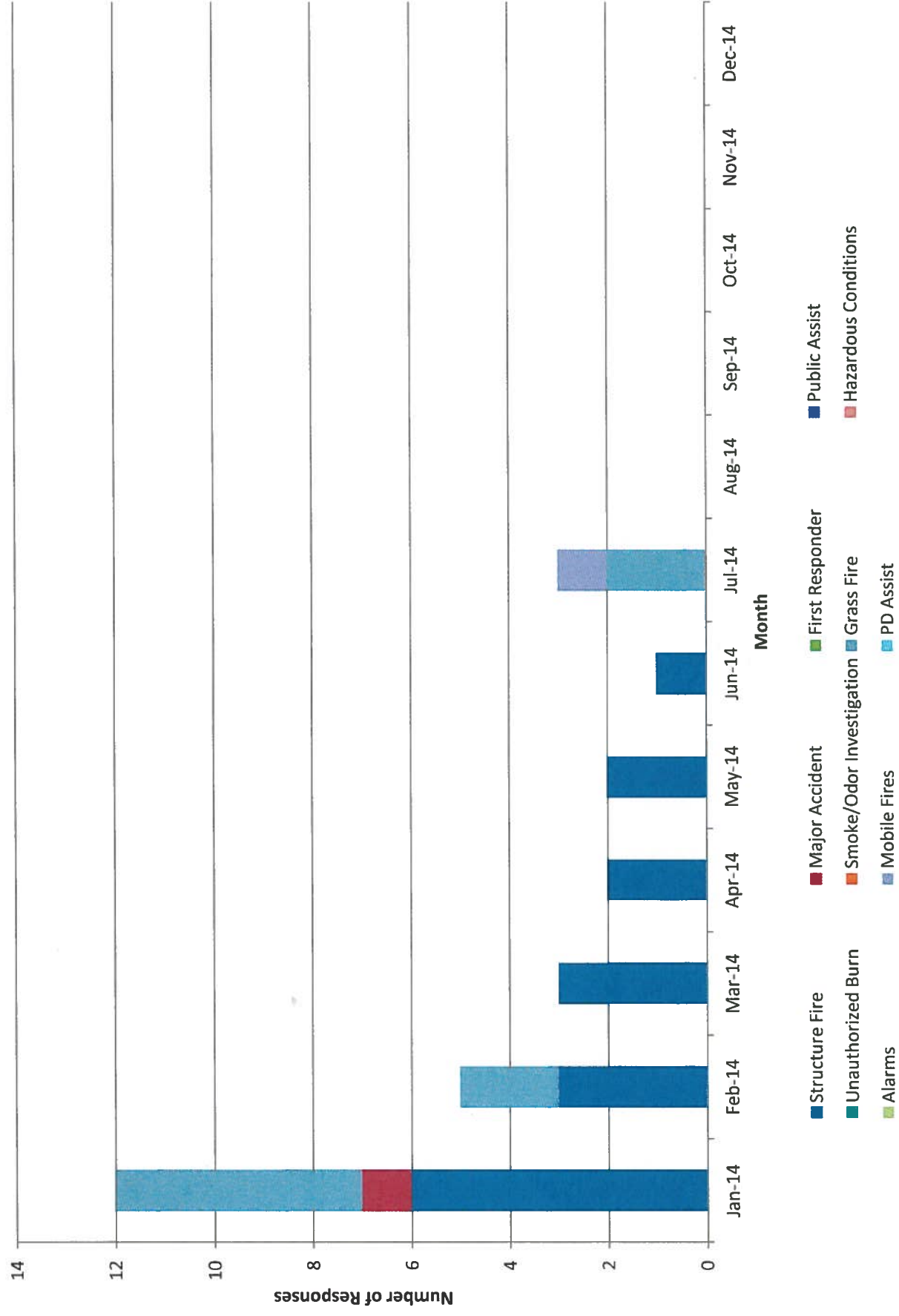
## Farmersville Fire Department City Responses



## Farmersville Fire Department County Responses



## Farmersville Fire Department Mutual Aid Responses





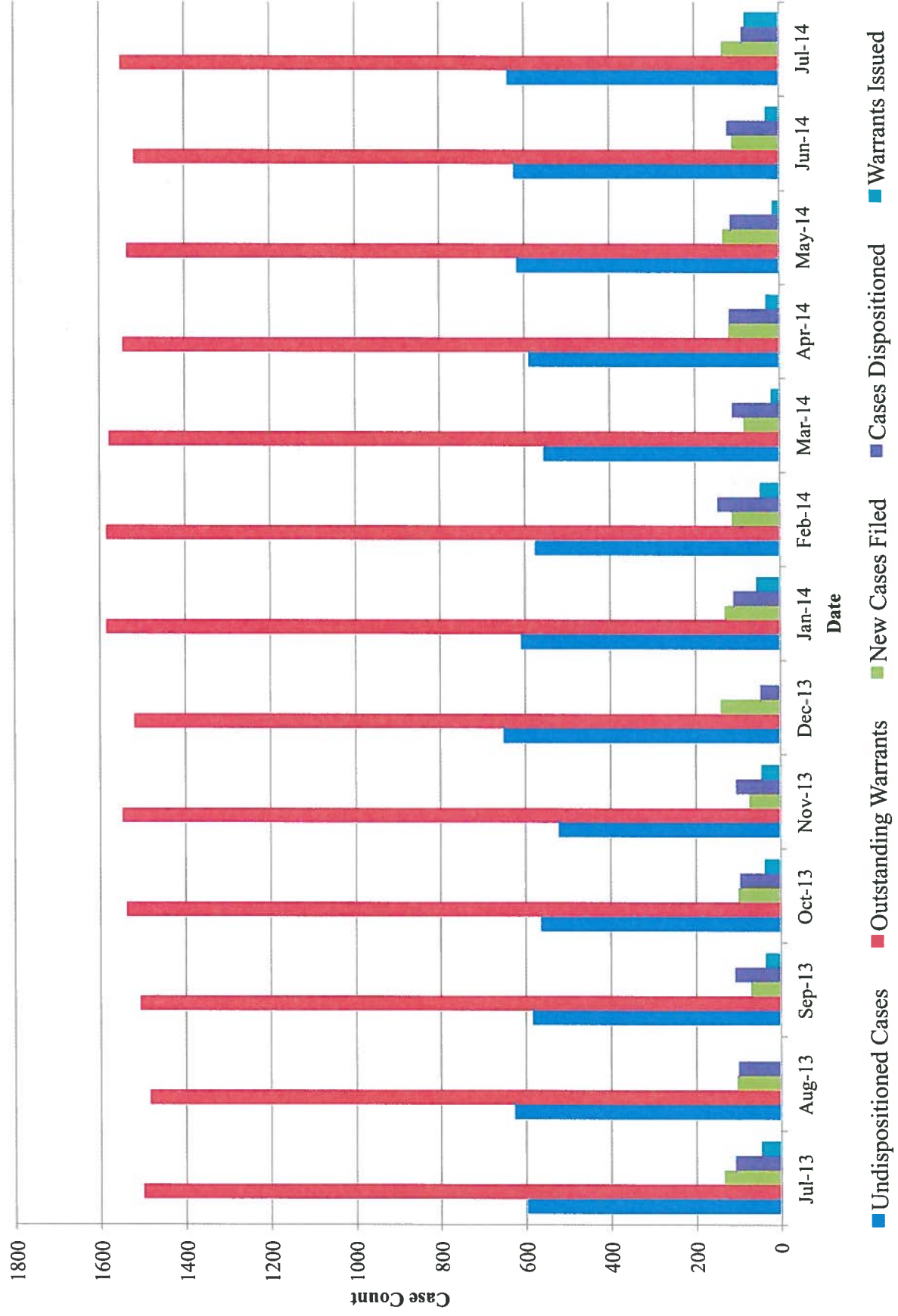
TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: CONSENT AGENDA – Municipal Court Report

# FARMERSVILLE MUNICIPAL COURT

## MONTHLY REPORT JULY 2014

Cases Filed	134
Class C Complaints Received	1
Dispositions Prior to Trial	60
Pre-Trial Hearings Held	0
Non-Jury Trials Held	0
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	9
After Deferred Disposition	1
After Proof of Financial Responsibility	5
Compliance Dismissal	6
Dismissed at Trial (By Prosecutor)	0
Number of Disposed Cases	87
Total Revenue	\$18,944.20
Total Kept by City	\$12,701.20
Total Remitted to State	\$6,243.00

## Municipal Court Case and Warrant Rate







TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: CONSENT AGENDA – Warrant Officer Report

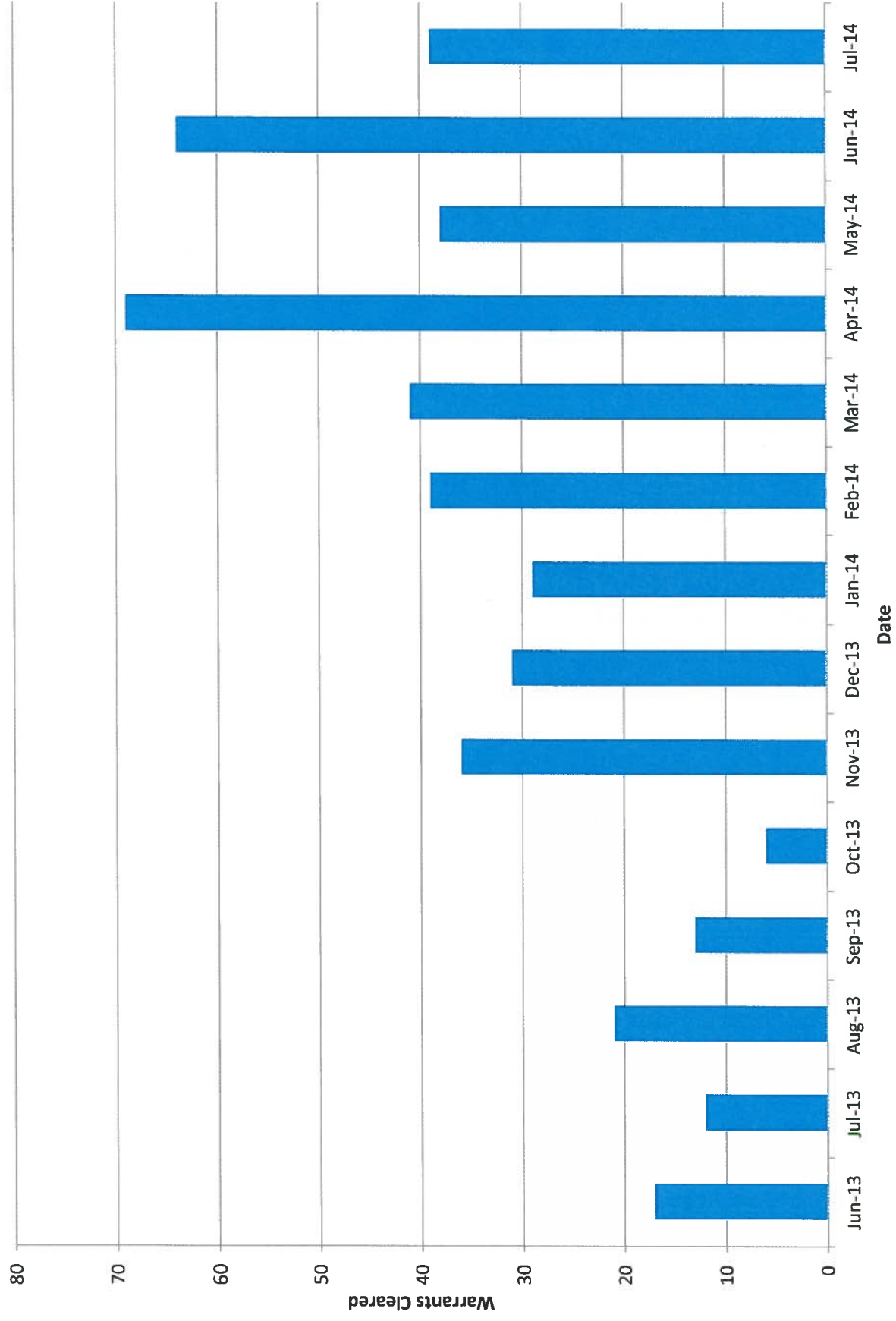


## **FARMERSVILLE MUNICIPAL COURT WARRANT OFFICER REPORT**

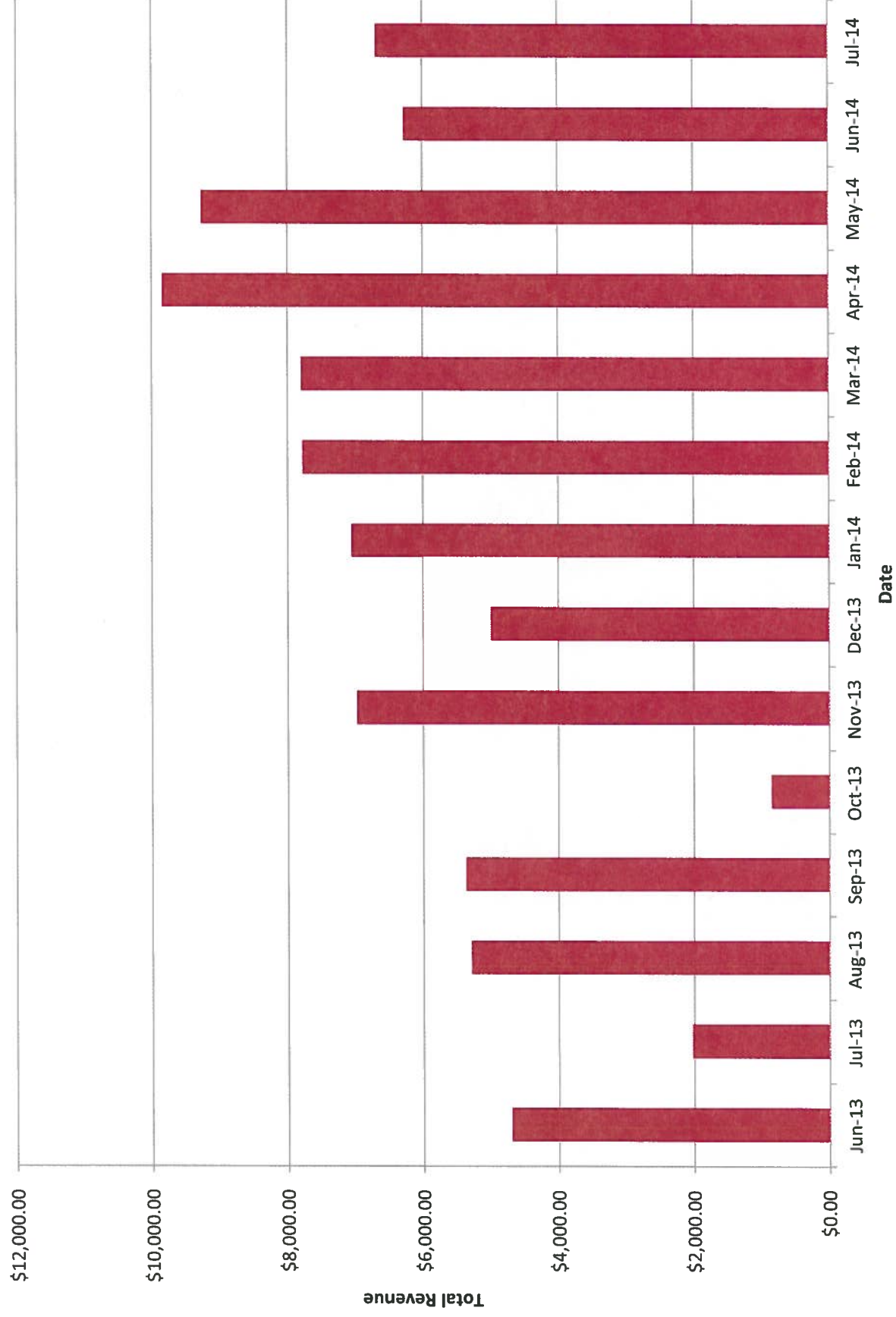
**JULY 2014**

Total Outstanding Warrants	1549
Total Due from Outstanding Warrants	\$435,938.40
New Warrants Issued by Court	81
Total Warrants Cleared	39
Total on Payment Plan	160
Total Warrant Revenue	\$6,688.20
Total Time Served Credit	\$1,577.00
Total Cash Payments/Bonds Applied	\$5,111.20
Arrests Total	12

## Total Warrants Cleared



## Total Warrant Revenue



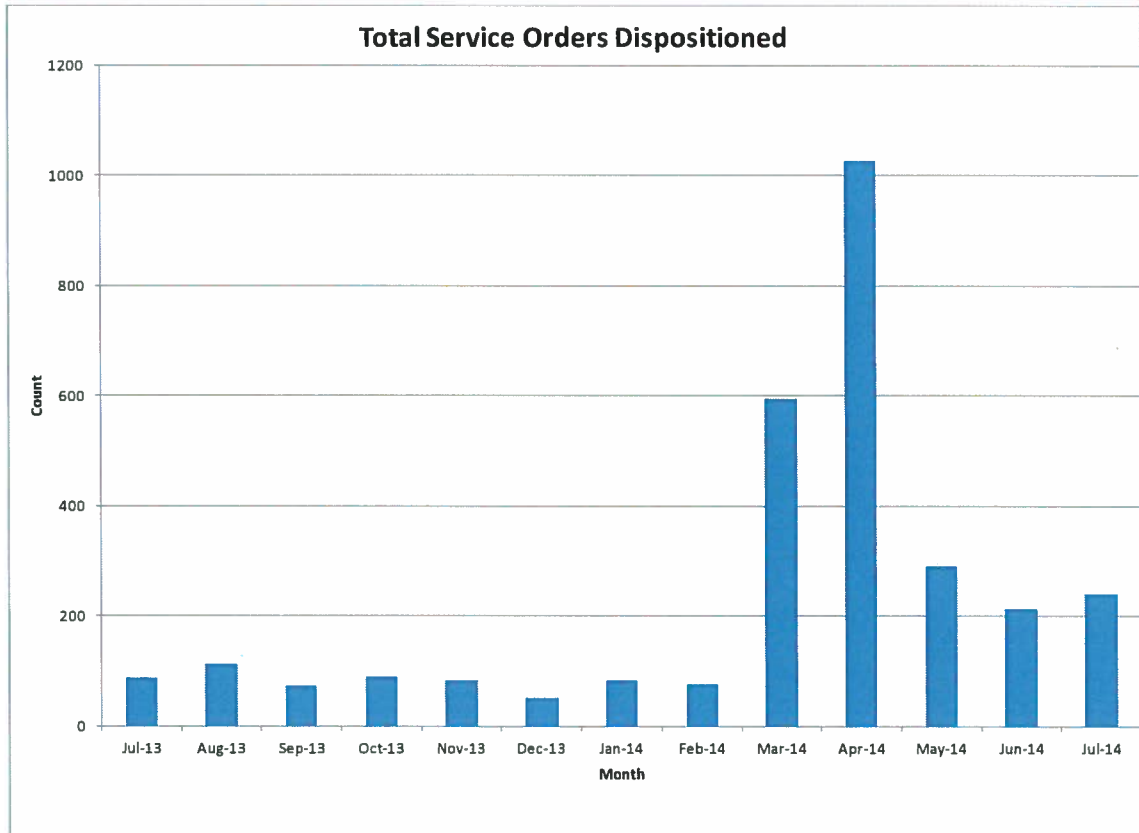


TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: CONSENT AGENDA – Public Works Report



## Public Works Monthly Report

### Service Order Status



Service Order Group	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Utility Billing	29	32	31	24	30	16	20	22	20	34	92	42	56
Street System	3	2	1	1	0	3	2	3	0	4	4	6	4
Water System	28	15	22	25	14	5	25	31	20	49	26	91	102
Waste Water System	1	2	3	5	3	5	4	5	6	3	3	2	7
Storm Water System	0	4	0	1	2	2	0	0	0	0	0	0	0
Property and Buildings	0	2	2	2	3	0	2	4	6	1	4	2	8
Electrical System	0	0	0	0	0	0	0	0	525	907	147	47	38
Refuse System	16	39	14	28	19	17	25	1	11	20	11	14	13
Projects	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicles	0	1	0	0	0	0	0	0	0	0	0	0	0
Public Works	0	0	0	0	0	0	0	0	0	0	0	1	2
Miscellaneous	10	15	1	4	11	2	4	9	6	10	4	7	10
<b>Total</b>	<b>87</b>	<b>112</b>	<b>74</b>	<b>90</b>	<b>82</b>	<b>50</b>	<b>82</b>	<b>75</b>	<b>594</b>	<b>1028</b>	<b>291</b>	<b>212</b>	<b>240</b>

#### Note:

1. Number of outstanding service orders, 22 days or older (backlog): 38
2. Number of elevated service orders: 0 completed, 0 outstanding

## Public Works General

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

## Street System

1. Project Backlog
  - a. Maintenance resurfacing and panel replacement.
    - i. Rike Street at Summit, intersection area.
    - ii. Locust Street
    - iii. Hale Street
    - iv. Gaddy Street, King Street to Windom Street
    - v. North Washington Street by school, drainage issues
  - b. Safe Routes to School. See project status below.
  - c. Install remainder of school zone signs.
2. GO Bond related projects. See project status below:
3. US 380 Highway Project status.
  - a. 1st Railroad Bridge, Passing Track: Complete
  - b. 2nd Railroad Bridge, Main Track: Sep 2014 thru May 2015
  - c. 380 Roadway, East Bound: Complete. Open to two-way traffic.
    - i. East Bound Off-Ramp (Southwest Ramp), Complete Dec 2014
    - ii. East Bound On-Ramp (Southeast Ramp), Complete. Two-way ramp.
  - d. 380 Roadway, West Bound: Nov-2014. Floyd Road likely to be closed until Aug 2014 to accommodate the installation of a headwall and culvert.
    - i. West Bound Off-Ramp (Northeast Ramp), Sep 2014
    - ii. West Bound On-Ramp (Northwest Ramp), Jan 2014
  - e. Main Street Bridge Construction: Complete
    - i. Main Street Roadway: Complete
  - f. Hill Street Crossing: Oct 2014. This crossing will require electrical primary wire reconfiguration from overhead to underground. KCS will be paying for this expense.
  - g. Walnut Street Crossing: Oct 2014
  - h. Main/Summit Street Crossing
    - i. Passing track: Oct 2014
    - ii. Main track: May 2015



Figure 1. Railroad North from Main Street



Figure 2. Railroad South from Main Street



Figure 3. Looking East from Bridge

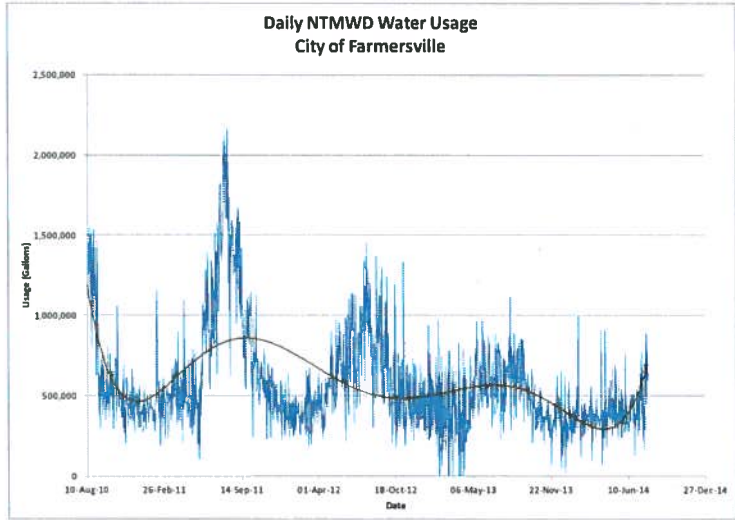
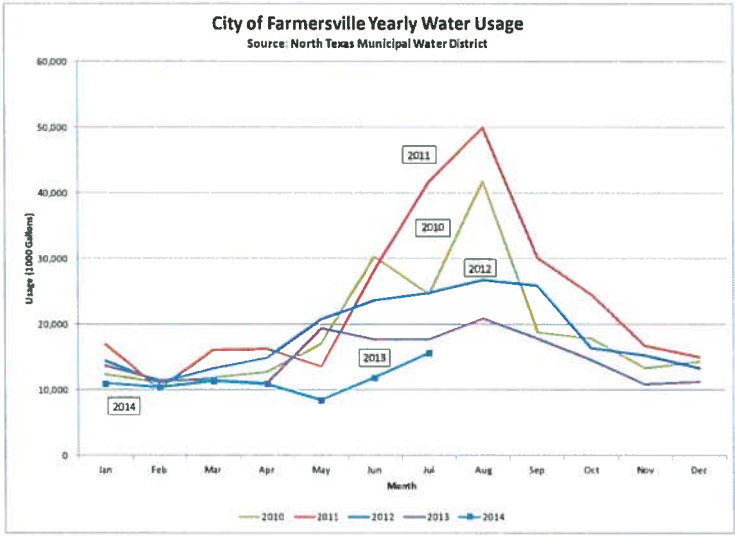
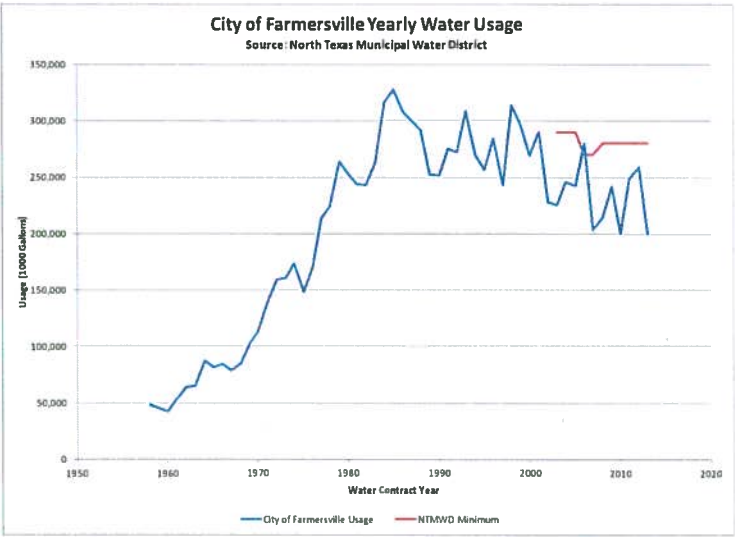


Figure 4. Looking West from Bridge

## Water System

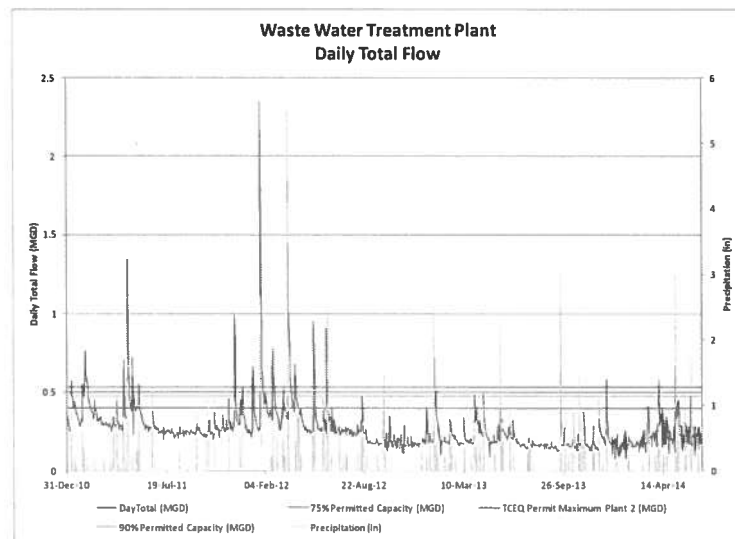
1. Project backlog
  - a. Install 4" waterline for service center expansion. (In-work)
  - b. Replace automatic transfer switch for water plant generator.
  - c. Repair leak under east elevated water tank. EWT currently down pending repair.
  - d. Waterline extension for Caddo Park.
  - e. Transfer NTMWD customers to CoF along Hwy 380.
  - f. GO Bond related engineering. See project status below.
  - g. Install water line on Lee Street to replace extremely poor 2" galvanized line.
  - h. Recoat inside of north elevated water tank.
2. Meter Report (1408+3):
  - a. Residential Meters (1163 +3)
  - b. Commercial Meters (190 + 0)
  - c. Industrial Meters (30,+0)
  - d. Public Meters (19, +0)
  - e. Wholesale Meters (6, +0)
3. Consumption Report (Calendar Year Start 21 Dec 2012, Month 20 June 2014 thru 21 July 2014, 31 days)
  - a. Inflow (NTMWD), Calendar Year to Date: 80,552,000
  - b. Inflow (NTMWD), Month: 15,620,000
  - c. Usage, Calendar Year to Date 76,772,150 gallons
  - d. Usage, Month: 14,501,560
  - e. Usage, Average Daily Water Usage for the Month: 467,793 gallons
  - f. Calendar Year Water Loss Percentage (to date): 4.92%
4. Stage 3 water restrictions are in place.
5. Chris Ekrut at NewGen Strategies & Solutions to perform water and sewer rate study. (Complete)
6. Replace 6" water main on Hamilton Street between McKinney and Pendleton before new street goes on top. This is an old line with a severe history of breaks. (Complete)
7. Moved waterline on US 380 to make room for storm water inlets at 4 locations. (Complete)





## Waste Water System

1. Project backlog:
  - a. Community Development Block Grant (CDBG) to fund sewer system project. See project status below.
  - b. GO Bond related engineering. See project status below.
  - c. Orange Street sewer lift station reconfiguration.
2. Continuing to deploy new automated meter reading system. All meters west of SH78 are deployed except for one. Willowbrook, FM 2194, and Merit Road (south of Murchison) complete. Next step is to deploy along SH78 and south of US380.
3. Continuing negotiations with Clean Water State Revolving Fund personnel. Out of 150+ projects we are in very good position at #8 and #34.
  - a. Intended Use Plan Project #8, Wastewater Treatment Plant, \$6.204M.
  - b. Intended Use Plan Project #34, Interceptor Line, \$7.160M.



## Storm Water System

1. Project backlog:
  - a. Drainage issues behind May Furniture building.
  - b. Drainage issue behind Hurst Antiques. Funding has been placed in the new budget to take care of this issue.
  - c. Storm water line down Clairmont in need of upgrades.

## Property and Buildings

1. See action item list below for Fire Marshal findings.
2. City Hall
  - a. Backlog: Additional window tinting.
  - b. Backlog: Fix upstairs window.
  - c. Backlog: Upgrade parking lot to address ADA requirements at front entrance.
3. Chamber of Commerce
  - a. Backlog: Upgrade parking lot to address ADA requirements at front entrance.
4. Public Works Annex
  - a. No new news.

5. JW Spain
  - a. No new news.
6. Onion Shed
  - a. No new news.
7. West Onion Shed
  - a. Backlog: Remove picnic tables.
8. Public Safety Building
  - a. Replace all A/C thermostats to solve high in-rush current problem when generator switches on.
9. Chaparral Trail
  - a. See project status below.
10. Riding Arena.
  - a. No new news.
11. Public Works Service Center
  - a. Expansion is underway. Due for completion by February 2015.
12. Rambler Park.
  - a. Splash Pad still closed awaiting parts installation. Park likely to be open again by Tuesday, 12 Aug 2014.
  - b. Backlog: Move gazebo closer to splash pad.
  - c. Backlog: Sidewalk connector to the gazebo.
13. North Lake
  - a. Construct Police shooting range.
14. South Lake Park
  - a. Backlog: The following items are due for replacement/maintenance:
    - i. Repair/remove broken portal.
    - ii. Replace hanging bars, 10.
    - iii. Replace missing grill, qty 2.
    - iv. Replace bench at the boat ramp.
    - v. Replace weak boards on fishing pier.
    - vi. Improve hose bib installation
15. Civic Center/Library
  - a. Backlog: Handicap ramp compliance issues.
  - b. Backlog: Handicap parking striping and signage.
16. Best Center
  - a. Backlog: Change locks.
17. Senior Center
  - a. Backlog: Concrete for entrance area.
  - b. Backlog: Lights for the parking lot.
18. City Park
  - a. Backlog: The following items are due for replacement/maintenance
    - i. Place engineered wood fiber box around slide.
    - ii. Remove rock from underneath playground equipment and replace with engineered wood fiber.
19. Downtown
  - a. Backlog: Install banner mounts.

20. Install historical markers for the following items:
  - a. Backlog: Old city standpipe location.
  - b. Backlog: Ramblers Baseball Park.
  - c. Backlog: Old Train Depot site.
  - d. Backlog: Downtown square, William Gotcher
  - e. Backlog: Looney-Dowlin First Public School

### **Electrical System**

1. Meter Report (1563+1):
  - a. Residential Meters (1275-1)
  - b. Commercial Meters (227+2)
  - c. Industrial Meters (16)
  - d. Public Meters (45)
2. Consumption Report (History Started 16 Apr 2014, Month 20 June 2014 thru 21 July 2014, 31 days)
  - a. Usage, Month: 3,216,117 kW-Hr.
3. Construction to move electrical wires over the railroad at Hill Street still underway. Redesigned the project to keep cost below the \$22K limit the railroad supports for reimbursement.
4. Working on fusing and segmentation approach to help aid in emergency troubleshooting in the future. The fusing project will help increase system reliability.
5. McCord is working on electrical system standards. Once these are complete we will combine all the public works system standards into one document for eventual release.
6. Backlog: Create electrical system metrics list.
7. Backlog: Install statement billing.
8. Backlog: Install average billing.
9. Backlog: Identify surcharge related projects with costs.

### **Refuse System**

1. Moving forward with Household Hazardous Waste (HHW) program. Expect full implementation in September 2014.

### **Inspections, Permits, Plats**

1. Amy Carwash building has restarted construction work. We are watching this project closely for signs of progress.
2. Nursing center on West Audie Murphy Parkway is underway.
3. Dental Office on West Audie Murphy Parkway is underway.
4. Tony's Restaurant has moved to West Audie Murphy Parkway. Inspection complete.
5. Two more building permits issued to DR Horton in Aston Estates.

**Vehicles/Tools**

1. Install lights and decals on Eddie Brock's truck and Ben White's truck. (Complete)
2. Ordered new truck cap and slide out drawer for Joshua Rubadue's truck.
3. Backlog: Install decals on electric foreman's truck.

## Special Projects/Loans/Grants

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Safe Routes to School Grant Funded by TxDOT	\$674,000	\$5,000 CoF Funded	Nov-13	Jul-14	Construction started. Phase I, II, III, IV substantially completed. Phase V 70% complete.
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 requested 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	Closing out final paperwork with Collin County.
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. Final documentation package in work.
Waste Water System Community Development Block Grant (CDBG)	\$275,000	\$41,250 (Cash)	Awarded	Awarded	Awarded, awaiting State contract probably sometime after mid-year.
Waste Water Treatment Plant Texas Revolving Fund	\$14,000,000	Loan, 100%	Not Awarded Yet	Not Awarded Yet	Application turned in. This does not obligate the City but does give us an option.
Farmersville Parkway Phase III Collin County Bond	\$3,800,000	\$1,900,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%.
Floyd Street Extension Collin County Bond	\$200,000	\$100,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%

Red indicates change from last council meeting.

## General Obligation Bond Projects

Project Number	Project Name	Budget	Projected Or Actual Cost	Status	Estimated Construction Start Date	Estimated Construction End Date
<b>Street Projects</b>						
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	123,000	123,000	Construction	Apr-13	Aug-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	Sep-14	Oct-14
10	South Washington Overlay (Farmersville Parkway to Sid Nelson)	88,000	88,000	Engineering	Oct-14	Nov-14
11	Sid Nelson Overlay (South Washington to Hamilton)	88,000	88,000	Engineering	Nov-14	Dec-14
12	Hamilton Street (380 to Farmersville Parkway)	1,384,000	1,384,000	Engineering	Feb-15	Apr-15
13	Santa Fe Reconstruct (Johnson to Main)	504,000	504,000	Engineering	Dec-14	Jan-15
14	Street Signs and Installation	95,000	95,000	Ready for Construction	Sep-14	Jan-15
Street Projects Total		3,573,828	3,343,455	230,373		
Street Projects GO Bond Allocation		3,575,000				
<b>Water Projects</b>						
15	North ET/North Main Street	189,000	464,607	Construction	Apr-14	Oct-14
16	Sycamore St/Hwy 78	329,000		Construction	Apr-14	Aug-14
17	Rike/Houston/Austin Street	163,500	163,500	Engineering	Oct-14	Nov-14
18	Automated Meter Reading System	520,000	520,000	Construction	Mar-13	Jan-15
19	Bob Tedford Drive	83,000	83,000	Construction	Oct-14	Nov-14
20	CR 608/CR 609	63,500	63,500	Not Started	Nov-14	Dec-14
<b>Wastewater Projects</b>						
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	Not Started	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				



## Action Item List

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Replacement Meter Covers	Replace hand made water meter covers downtown. People are tripping over them.	14-Jan-2014	Ben White			Open
Brick and Tree	for all past city council and mayors	14-Jan-2013	Paula Jackson			Open
Water hole in the sidewalk at Tony's Restaurant	have public works look to see what can be done to correct	14-Jan-2013	public works	149337		Open
Requirements for thickness of driveways	Research Suddivision and Zoning for the thickness for driveways. Questions regarding 6 in accompanied by geotechnical study	15-Jan-2013	Ben White/Paula			Open
Rambler Park	The Playground in in need of mulch	12-Mar-2013	public works			Open
Chaparral Trail	LIGHT FOR THE 1 MILE MARKER	19-Feb-2013	BEN			Open
SIDEWALK	remove extremely bad section of sidewalk in front	17-May-2013	PUBLIC works			Open
Restrooms at parks	Audrey has requested a number of things to be fixed or replaced at the restrooms like signs on the mens and		Paula Jackson		Ben and I are looking into signs to be placed.	Open

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
City Hall	floor - replacement and duct cleaning					Open
Side walk repairs needed	the Sidewalk infront of Independent Bank and infront of McGuire Building				Ben will be having Nick to take this and do the repairs	Open
Chaparral Trail	PHASE III PLAN SET copies for Joe Helmlberger for bid, 50% completion, 75% completion and 90% completion	1-Dec-2013	BEN			Open
JW SPAIN	women's restroom at the JW Spain? The facet is not turning completely off.	18-Mar-2014	Paula Jackson		CALLED LARRY WOOD WITH TROPHY. WILL CHECK INTO AUTO TURN OFF	Open
Kenny Edwards day March 30th	have a brick made?	18-Mar-2014	Paula Jackson			Open
J.W. Spain Fire Marshal Action Items	1. Provide commercial ansul system with hood above frier and flat top. <alt-enter> 2. Provide fire extinguisher in concession stand. 3. Repair damaged bleachers.	28-Mar-2014	Ben White		Ordered prototype bleacher	Open

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

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

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
JW Spain Handicap Parking	Install parking places for handicap parking	28-Mar-2014	Ben White			Open
Welcome Sign north	fix the welcome billboard	22-Apr-2014	public works			open
Splash Pad	Splash pad is down..	25-May-2014	public works		Work continues on splash pad	Open









TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: CONSENT AGENDA – Library Report



# Charles J. Rike Memorial Library

203 Orange Street - Farmersville, Texas

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

972-782-6681

## July – 2014

<b>Circulation:</b>	<b>3141</b>
<b>Computer Users:</b>	<b>446</b>
<b>Visitors:</b>	<b>2011</b>
<b>Inter-library Loan</b>	
Books loaned to other libraries:	3
Books borrowed for our patrons:	5
<b>Patrons Saved \$ *</b>	<b>\$48,113.11</b>
<b>New Patrons:</b>	<b>25</b>
<b>Volunteer Hours Donated:</b>	<b>112 hours</b>

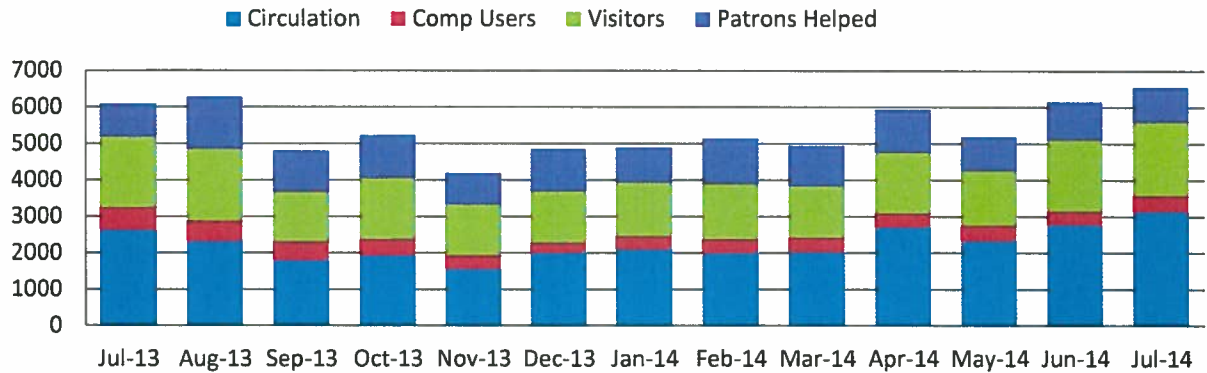
## Summer Reading Club – July Attendance

<u>Date</u>	<u>Children</u>	<u>Adults</u>	<u>Theme</u>
07/02/2014	25	10	Texas Theme / July 4th
07/09/2014	24	6	Don't you wish it was cold outside?
07/16/2014	21	10	Space, the final frontier!
07/23/2014	12	7	Extra! Extra! Read all about it!
07/30/2014	10	12	Digging for the past...
July Total:	92	45	137

July "Food for Fines" totals: 102 items of food donated, \$102.45 fines forgiven.

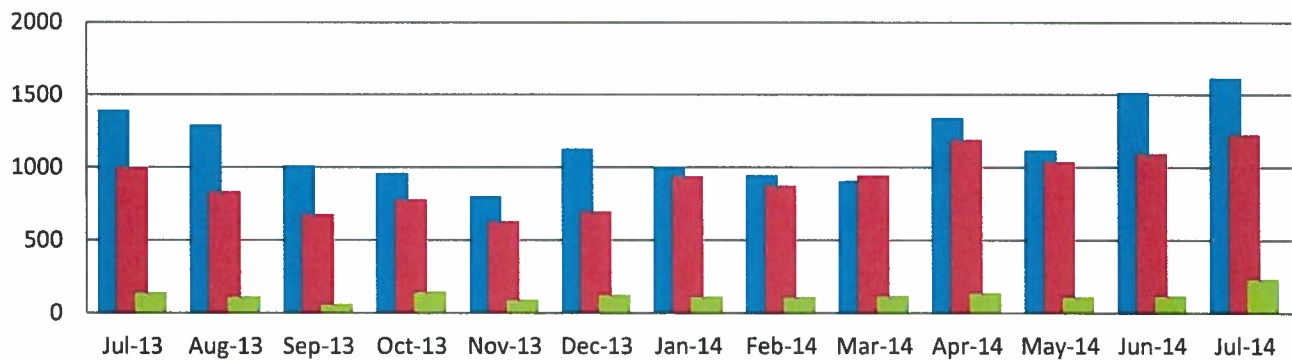


## Library Usage



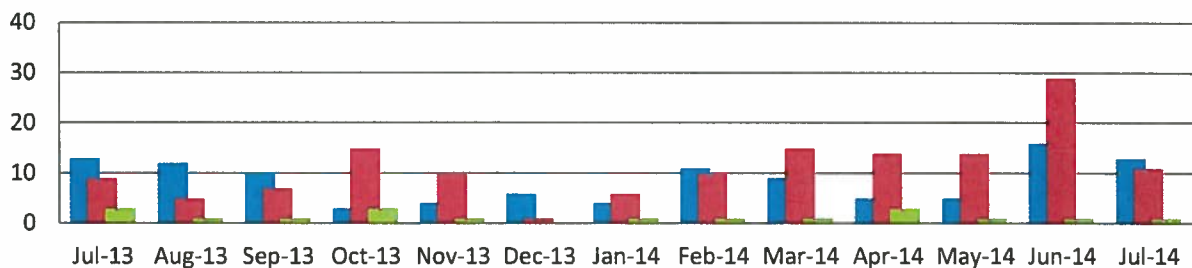
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Patrons Helped	932	1436	1142	1200	875	1171	965	1254	1131	1184	950	1057	967
Visitors	1918	1973	1360	1659	1380	1406	1474	1513	1412	1674	1489	1952	2011
Comp Users	626	571	519	452	384	286	363	378	399	377	432	367	446
Circulation	2631	2308	1794	1929	1555	1994	2097	1997	2020	2713	2335	2784	3141

## Circulation by Patron Type



	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
City	1400	1300	1017	967	806	1135	1008	952	912	1346	1124	1521	1621
County	1008	842	684	789	633	704	945	881	951	1196	1045	1101	1232
Other	145	117	63	151	96	128	116	115	120	143	114	122	240

## New Patrons



	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
City	13	12	10	3	4	6	4	11	9	5	5	16	13
County	9	5	7	15	10	1	6	10	15	14	14	29	11
Out of County	3	1	1	3	1		1	1	1	3	1	1	1



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: CONSENT AGENDA – City Manager's Report

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## City Manager Monthly Report

### City Manager General

#### 1. Attended the following meetings:

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

### Ordinances and Ordinance Changes

#### 1. Backlog

##### a. New

- i. Painting of fire hydrants.
- ii. Street sign standards.
- iii. Knox boxes.
- iv. TCEQ on-site sewage amendment.
- v. Water and sewer rate increase. (complete, water only)
- vi. Special events permits. (In-work)
- vii. Driveway openings and approaches. (for P&Z consideration)
- viii. Restrictions related to items left in City ROWs and building set-back areas. (for P&Z consideration)
- ix. E-cigarette sales to minors (Complete)

##### b. Change

- i. Standard design details for: water, wastewater, electrical, etc.

### **Contracts**

1. Backlog
  - a. Close-out for Chaparral Trail Phase I
  - b. Close-out for Chaparral Trail Phase II
  - c. Chaparral Trail Phase III

### **Planning**

1. Worked with 4B on planning for Towne Centre concept.

### **Policy Changes**

1. Backlog
  - a. Information Technology policy.

### **Personnel Related Matters**

1. Open enrollment August 15 through September 15.

### **Customer Service Window**

1. Billing issues and concerns have continued to decline over the past two months as things normalize related to Farmersville Electric.

### **Budget/Finance**

1. Prepared and presented budget workshops to City Council. Budget workshops will be complete by the end of August.
2. Sell of \$1.5M in bonds to support street, water, wastewater projects on-going. Expect funds to be available in August. (Complete)
3. Received final ad valorem tax assessment from Collin County Appraisal District.
4. TIRZ contract received and being presented at 8 July 2014 Council meeting. (Complete)
5. Planning to attend 3-day finance workshop required by law every two years.

### **Information Technology**

1. Ninety (90%) complete with deployment of remote real-time monitoring processes to enable us to facilitate license audit and review. This software will also allow us to inventory hardware and software.
2. Investigating fiber optic network options for networking between City buildings as part of new AMI system.
3. Upcoming projects
  - a. Better backup processes
  - b. Microsoft Office Suite 2010
  - c. Hardware audit and review
  - d. High-speed RF link between City Hall network and the library network

**Special Events**

1. Helped with preparations for Herb Ellis Jazz Festival, 21 March 2015.
2. Helped with preparations for Sparks of Freedom, 4 July 2014.





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – FEDC (4A) Meeting Minutes

- FEDC minutes were not available at the time the Council packet was prepared. Minutes will be included at the September meeting.

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – FEDC (4A) Financial Report

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

**July 2014**

**Prepared by: Daphne Hamlin**

# ***Farmersville Economic Development Corp 4A***

## ***July 2014***

<b>Statement Balance 7-1-2014</b>	<b>\$228,902.79</b>
<b>Deposits:</b>	
<b>Sales Tax:</b>	<b>\$17,187.58</b>
<b>Cking Int .05%</b>	<b>\$10.09</b>
<b>CD Interest</b>	<b>\$71.92</b>
<b>Transfer to Texpool</b>	
<b>Transfer from Texpool</b>	<b>\$-</b>
<b>Checks</b>	
	<hr/>
<b>Statement balance 7-31-2014</b>	<b>\$246,172.38</b>

### **Outstanding Transactions**

**Sales Tax**  
**Transfer to Texpool**  
**CD Interest**

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<b>Balance 8-6-2014</b>	<b>\$246,172.38</b>
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Farmersville Economic Development Corporation  
Cumulative Income Statement  
For the 12 Months Ended, September 30, 2014

	FY 2014	October	November	December	January	February	March	April	May	June	July	August	September	YTD
<b>Budget</b>														
Beginning Bank Balance		\$145,790.94	\$160,438.50	\$182,136.79	\$200,540.72	\$178,678.30	\$200,602.48	\$178,963.41	\$194,809.66	\$212,296.82	\$228,902.79			
Deposits														\$-
Sales Tax Collections	\$160,000.00	\$21,637.54	\$21,587.41	\$18,324.23	\$13,763.51	\$21,842.95	\$15,596.41	\$15,764.39	\$17,406.60	\$16,522.61	\$17,259.50			\$179,705.15
Interest Income cking	\$1,100.00	\$7.28	\$6.72	\$7.76	\$8.06	\$6.91	\$8.40	\$7.53	\$8.96	\$9.04	\$10.09			\$80.47
Transfer from Texpool to First Bank														\$-
Transfer funds to CD														\$-
Transfer to Texpool														\$-
CD Interest Earned		\$102.74	\$106.16	\$71.92	\$74.32	\$74.32	\$67.12	\$74.32	\$71.91	\$74.32				\$717.13
<b>Total Revenue</b>	\$181,100.00	\$167,546.50	\$182,136.79	\$200,540.72	\$214,366.61	\$200,602.48	\$216,274.41	\$194,809.66	\$212,296.82	\$228,902.79	\$246,172.38	\$-	\$-	\$180,502.75
<b>Expenses:</b>														
Administration	\$1,000.00													\$-
Meeting Expenses	\$1,000.00		\$-											\$-
Dues/School/Travel	\$500.00													\$-
Office Supplies	\$200.00													\$-
<b>Marketing/Promotion Expenses</b>														
Marketing/Promotion Expenses/Advertising	\$7,110.00	\$7,110.00												\$-
Colin College Sponsorship	\$7,500.00				\$7,500.00									\$7,110.00
Small Business Entrepreneurship Conf	\$350.00						\$500.00							\$500.00
Legal Service	\$2,500.00													\$-
Farmersville Chamber	\$1,000.00						\$1,000.00							\$1,000.00
Farmersville Rotary	\$500.00						\$500.00							\$500.00
<b>Total Expenditures</b>	\$21,810.00	\$7,110.00	\$-	\$-	\$7,500.00	\$-	\$2,000.00	\$-	\$-	\$-	\$-	\$-	\$-	\$16,610.00
<b>Directive Business Incentives</b>														
Colin College Project(sewer/street/electric)	\$100,000.00													\$-
NTMWD Regional VWV Treatment	\$150,000.00													\$-
Electrical Study	\$125,000.00				\$28,208.31									\$28,208.31
Facade Grant Program	\$50,000.00						\$35,311.00							\$35,311.00
<b>Total Development Cost</b>	\$425,000.00			\$-	\$28,208.31	\$-	\$35,311.00	\$-	\$-	\$-	\$-	\$-	\$-	\$83,519.31
<b>Total Expenditures</b>	\$446,810.00	\$7,110.00	\$-	\$-	\$35,708.31	\$-	\$37,311.00	\$-	\$-	\$-	\$-	\$-	\$-	\$80,129.31
Revenue vs Expenditures														\$-
From Reserves														\$-
Balance Budget	\$-													\$-
<b>Total Expenditures</b>								\$-	\$-	\$-	\$-	\$-	\$-	\$80,129.31
<b>Ending Bank Balance</b>		\$160,438.50	\$182,136.79	\$200,540.72	\$178,678.30	\$200,602.48	\$178,963.41	\$194,809.66	\$212,296.82	\$228,902.79	\$246,172.38	\$-	\$-	
CD Investment		\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00			\$250,000.00
Texpool Balance		\$366,517.59	\$366,531.07	\$366,542.62	\$366,551.44	\$366,559.13	\$366,568.45	\$366,578.58	\$366,588.18	\$366,594.74	\$366,604.51			
Interest Earned		\$15.52	\$13.48	\$11.56	\$8.52	\$7.99	\$9.32	\$10.13	\$7.60	\$8.56	\$9.77			
<b>Total Available Funds</b>		\$776,954.09	\$798,687.86	\$817,083.34	\$796,229.44	\$817,161.61	\$795,631.86	\$811,388.23	\$828,883.00	\$845,497.53	\$862,776.89	\$-	\$-	



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – FCDC (4B) Meeting Minutes

Electronic minutes are found at the following link:

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

## **FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)**

**MINUTES July 14, 2014**

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

The Farmersville Community Development Corporation Board met on July 14, 2014 in the City Council Chambers at City Hall. President Leaca Caspari convened the meeting at 5:45 p.m. and announced that a quorum was present after roll call. The following board members were present: Leaca Caspari, Paul Kelly, Dick Seward, and Donna Williams. President Caspari welcomed Main Street Manager Adah Leah Wolf, and City Manager Ben White.

### **REORGANIZE 4B BOARD**

Paul Kelly nominated Leaca Caspari for President. Donna Williams seconded the motion. No other nominations were received. Caspari elected President by acclamation.

Donna Williams nominated Paul Kelly for Vice President. Donna Williams seconded the motion. No other nominations were received. Kelly elected Vice President by acclamation.

Paul Kelly nominated Donna Williams for Secretary/Treasurer. Dick Seward seconded the motion. No other nominations were received. Williams elected Secretary/Treasurer by acclamation.

### **CONSIDER FOR APPROVAL JUNE 9, 2014 MEETING MINUTES**

Paul Kelly motioned to accept the June 9, 2014 minutes as written, with Donna Williams seconding the motion, which passed the full Board.

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

Paul Kelly motioned to approve the items presented for payment; Donna Williams seconded the motion, which passed.

### **CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR JUNE 2014 AND ANY REQUIRED BUDGET AMENDMENTS**

Paul Kelly motioned to amend the FY 2014 budget to include \$7,500 for the purchase of two sets of bleachers for the Spain Athletic Complex. Donna Williams seconded the motion, which passed.

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

### **DEFINE FY 2015 GOALS AND OBJECTIVES**

After discussion of the FY 2015 goals and objectives, Paul Kelly motioned to accept the draft as presented. Motion seconded by Donna William, which passed.

### **CITY MANAGER REPORT—BEN WHITE**

City Manager Ben White presented a written report, and highlighted the following: New bleachers have been placed at the Spain Athletic Complex, with more to be ordered soon. The Splashpad is operational again. Its elements are showing wear, and will need eventual replacement. The banner hanger design is

complete. A bulletin board for the West side of the gazebo has been obtained. It will be lit at night. The Parks Board toured the Northlake area; they may pursue a grant for its development. Sparks of Freedom was very well attended, with over 6,000 people!

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

Main Street Manager Adah Leah Wolf presented a monthly report, and highlighted the following: The June Farmers & Fleas Market was held in conjunction with the Chamber's Yards of Yard Sales, which made for a successful day at both events. Audie Murphy Day was well attended and honored 220 veterans this year. Special VIPs included Don Eckman and John Rike III. Excellent media coverage was received from The Farmersville Times as well as The Dallas Morning News. The Manager read for the library's summer reading program in June. The Manager assisted with the design of the postcard highlighting the city's July events. The VFW placed flags downtown in advance of Audie Murphy Day. A city wide brush pick up was held with numerous volunteer groups participating. Almost New has relocated to a larger location at 106 McKinney Street, and they will host the next downtown merchants get together. Bryan and Donna Williams celebrated their store opening at 100 McKinney Street. Manuela Bonita has opened Nelly Beauty Salon at 120 McKinney Street. Lovey's Café is now open at Shop WagJack.

#### **DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS**

The public hearing for the FY 2015 budget will be held in August. The next meeting will be on August 11, 2014.

#### **ADJOURNMENT**

There being no further business, President Caspari adjourned the meeting at 6:22 PM.

Signatures:

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Leaca Caspari, President

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Barbara Stooksberry, Secretary





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – FCDC (4B) Financial Report

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

**July 2014**

**Prepared by: Daphne Hamlin**

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

<b>Statement Balance 7-1-2014</b>	<b>\$90,191.37</b>
<b>Deposits:</b>	
<b>Sales Tax:</b>	<b>\$17,187.58</b>
<b>Cking Int .05%</b>	<b>\$4.18</b>
<b>Stop payment Fee</b>	
<b>Transfer to Texpool</b>	
<b>Transfer from Texpool</b>	<b>\$-</b>
<b>Checks 2241-2246</b>	<b>\$(1,435.21)</b>
	<hr/>
<b>Statement balance 7-31-2014</b>	<b>\$105,947.92</b>

**Outstanding Transactions**

**Sales Tax**  
**Transfer to Texpool**  
**CD Interest**

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<b>Balance 8-6-2014</b>	<b>\$105,947.92</b>
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Farmersville Community Development Corporation  
Cumulative Income Statement  
For the Fiscal Year Ended, September 30, 2014

08/06/2014

Particulars	FY2014 Budget	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
<b>Revenue:</b>															
Sales Tax Collections	\$184,000	\$21,638	\$21,574	\$18,324	\$13,763	\$21,843	\$15,596	\$15,764	\$17,407	\$16,523	\$17,188			\$179,619	97.62%
Interest Income		4	5	4	4	4	3	2	3	\$3	4			36	
Reimbursement for Marketing														-	
Refund Boundary Solutions															
Reimbursement for Main Street Mgr.															
Transfer from TEXPOOL for cash in bank															
<b>Total Revenue</b>	<b>\$184,000</b>	<b>\$21,642</b>	<b>\$21,579</b>	<b>\$18,328</b>	<b>\$13,767</b>	<b>\$21,847</b>	<b>\$15,600</b>	<b>\$15,766</b>	<b>\$17,410</b>	<b>\$16,526</b>	<b>\$17,192</b>	<b>\$-</b>	<b>\$0.00</b>	<b>\$179,656</b>	<b>97.64%</b>
<b>Expenses:</b>															
Main Street:															
Salary	65,000	57,455	962	1148	1000	780	197	199	318	\$455	418.45			57,455	88.39%
Supplies		184												5,661	
<b>Total Main Street</b>	<b>\$65,000</b>	<b>57,639</b>	<b>962</b>	<b>1,148</b>	<b>1,000</b>	<b>780</b>	<b>\$197</b>	<b>\$199</b>	<b>\$318</b>	<b>\$455</b>	<b>\$418</b>	<b>\$-</b>	<b>\$-</b>	<b>\$83,116</b>	<b>97.10%</b>
Miscellaneous	2,000													\$-	0.00%
Marketing Program	15,000	15,000												15,000	100.00%
Reimburse city for accounting	500													-	0.00%
Chaparral Trail Improvements	60,000				2,500		60,000							60,000	100.00%
Collin College Scholarship sponsorship	2,500						5,000							2,500	100.00%
Chamber of Commerce	5,000						771							5,000	100.00%
May Taxes	800													771	96.35%
Christmas Activities	4,000		143	345	3,512			4,998						4,000	100.00%
Land Purchase	20,000				4,998				3,500					14,994	74.97%
Fire Works	3,500	4,998												3,500	100.00%
Flag Pole Installation	7,500													-	0.00%
Splashpad Improvements	5,000													-	0.00%
Historical Marker for Post Office	1,500														
Bain Honaker House Restoration	5,000				5,000				613	\$1,017				5,000	100.00%
National Register District Project	4,000													1,630	40.75%
Police 4 Wheeler	4,500				4,500										
Chaparral Trail Kiosks	14,000						14,000							14,000	100.00%
<b>Total Expenses</b>	<b>\$219,800</b>	<b>77,637</b>	<b>\$1,105</b>	<b>\$1,493</b>	<b>\$21,510</b>	<b>\$780</b>	<b>\$79,968</b>	<b>\$5,197</b>	<b>\$4,431</b>	<b>\$1,472</b>	<b>\$418</b>	<b>\$-</b>	<b>\$-</b>	<b>\$189,511</b>	<b>86.22%</b>
<b>Excess Revenue Over Expenses</b>	<b>(35,800)</b>	<b>(55,995)</b>	<b>20,474</b>	<b>16,835</b>	<b>(7,743)</b>	<b>21,067</b>	<b>(64,368)</b>	<b>10,569</b>	<b>12,979</b>	<b>15,054</b>	<b>16,773</b>	<b>-</b>	<b>-</b>	<b>-</b>	

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

08/08/2014

	October	November	December	January	February	March	April	May	June	July	August	September
<b>Beginning Bank Balance</b>	120,292.64	\$84,297.43	\$84,782.07	\$101,616.47	\$ 93,874.33	\$114,940.80	\$50,572.51	\$61,141.93	\$74,120.02	\$ 89,174.61		
<b>Deposits:</b>												
Sales tax deposits	21,637.54	21,587.41	\$18,324.23	13,783.51	21,842.95	\$15,586.41	\$15,764.39	\$17,406.60	\$16,522.61	\$ 17,187.58		
Interest income-bank	4.03	2.76	\$3.67	4.09	3.80	\$3.21	\$2.21	\$2.92	\$3.36	\$ 4.18		
Transfer to TexPool												
Transfer From Texpool to First Bank												
Refund from Boudhary Solutions												
Reimbursement for Marketing												
Reimbursement for Main Street Mgr.												
Adjusting Entry												
<b>Total Revenues</b>	141,934.21	85,887.60	103,109.97	115,384.07	115,721.08	130,540.42	\$66,339.11	\$78,551.45	\$90,645.99	\$106,366.37	- \$	-

<b>Disbursements:</b>												
Main Street Salary	\$ 57,454.60											
Miscellaneous	\$ 184.00	\$ 962.44	\$ 1,148.50	\$ 989.56	\$ 780.28	\$ 197.10	\$ 199.00	\$ 318.07	\$ 454.62	\$ 418.45		
Main Street Supplies	\$ 15,000.00											
Marketing Program												
Reimburse city for accounting							\$ 60,000.00					
Chaparral Trail Improvements				\$ 2,500.00								
Collin College Scholarship sponsorship							\$ 5,000.00					
Chamber of Commerce							\$ 770.81					
May Taxes												
Christmas Activities	\$ 4,998.18	\$ 143.09	\$ 345.00	\$ 3,512.00			\$ 4,998.18		\$ 3,500.00			
Land Purchase				\$ 4,998.18								
Fire Works												
Flag Pole Installation												
Splashpad Improvements												
Historical Marker for Post Office												
Bain Honaker House Restoration				\$ 5,000.00					\$ 613.36	\$ 1,016.76		
National Register District Project												
Chaparral Trail Kiosks						\$ 14,000.00						
Police 4 wheeler				\$ 4,500.00								

<b>Total Expenses</b>	77,636.78	1,105.53	\$ 1,493.50	\$ 21,509.74	\$780.28	\$79,967.91	\$5,197.18	\$4,431.43	\$1,471.38	\$418.45	\$0.00	\$0.00
<b>Ending Bank Balance</b>	64,297.43	84,782.07	101,616.47	93,874.33	114,940.80	50,572.51	61,141.93	74,120.02	89,174.61	105,947.92	-	-
<b>TEXPOOL Balance</b>	84,812.28	\$84,815.37	\$84,818.07	\$84,820.07	\$84,821.91	\$84,824.12	\$84,826.43	\$84,828.19	\$84,830.18	\$ 84,832.40		
<b>Interest Income-TEXPOOL</b>	\$ 3.58	\$ 3.09	\$ 2.70	\$ 2.00	\$ 1.84	\$ 2.21	\$2.31	\$1.76	\$1.99	\$ 2.22		
<b>Total Available Funds</b>	149,109.71	169,597.44	186,434.54	178,694.40	199,762.71	135,396.63	145,968.36	158,948.21	174,004.79	190,780.32	-	-

Signed:



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – Planning & Zoning Minutes

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

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – Capital Improvements Advisory Commission Minutes

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

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – Citizens Advisory Committee Minutes

- Minutes from the June 2014 meeting are attached for review.
- There was not a meeting of the Citizens Advisory Commission during the month of July 2014.

Electronic minutes are found at the following link:

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



FARMERSVILLE CITIZENS ADVISORY COMMITTEE  
SPECIAL SESSION MINUTES  
June 16, 2014

The Farmersville Citizens Advisory Committee met in special session on May 5, 2015 at 6:30 p.m. at the City of Farmersville Council Chambers with the following members present: Mark Vincent, Craig Overstreet, Todd Rolen and Tom Waitschies. Commission members absent were Patti Ford, Bryce Thompson and Charles Casada. Staff members present was City Manager Ben White, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Klostermann was present.

**CALL TO ORDER AND RECOGNITION OF CITIZENS/VISITORS**

Chairman Waitschies called the meeting to order at 7:33pm. Edie Sims called roll and announced that a quorum was present.

**Item II – A) CONSIDER, DISCUSS AND REVIEW PLANNING-RELATED ISSUES AND THE CITY'S COMPREHENSIVE PLAN AND THE SUBMISSION OF RECOMMENDATIONS TO CITY COUNCIL REGARDING SUCH DISCUSSIONS**

Chairman Waitschies requested City Manager Ben White to proceed with this topic. Mr. White stated the review planning of the Comprehensive Plan is for grant opportunities as well as offering a living, healthy plan to utilize and guide the City's future. The Comprehensive Plan has not been embellished and what will be discussed is the planning to help us grow to the future. Mr. White opted to discuss Chapter 6 of the Comprehensive Plan regarding Parks and Open Space.

Under the Parks Goals 1.1, Mr. White stated the Master Trail Plan for Collin County is updated annually. The City of Farmersville's trail concept is integrated into Collin County's Master Trail Plan. The strategy is to continue working with Collin County's initiatives regarding the Trail Plan as well as North Central Texas Council of Governments.

Strategy 1.2 regards connectors between urbanized and rural areas. Presently the City of Farmersville does not have a great connection to the parks south of town. Plans are being made to connect our trail system. Currently the City does not have right-of-way access for a trail south of town. When the City installs an interceptor for the sewer lines, the right-of-way will be a nice trail.

Strategy 1.3 regarding coordinating the Park and Trail System Plan with the City's land use plan, zoning and future land use plan. Mr. White indicated that nothing has been done related to this project and definitely needs attention.

To avoid development in environmentally sensitive areas, the City will need to identify those areas first as discussed in Strategy 1.4. Once identified, then regulations will need to be implemented on how to treat the sensitive areas.

Under the Parks Goals 2, establishing standards for private development to provide onsite open space and trails could have an effect on Lakehaven MUD. Land is typically dedicated with a new project, but this has not been accomplished to ensure linkages are provided as development occurs.

Strategy 2.2 discusses establishing a policy for trail systems in rural areas of town to include working with property owners to identify potential locations of trails and open space as well as trail alignments and standards. This strategy will coincide with

the interceptor line for the sewer line and with Collin County Open Space around Lake Lavon. This item will become more prevalent as construction plans are developed for the interceptor sewer line.

Strategy 2.3 needs a program developed to work with private owned property where development is not likely to occur.

Mr. White stated Strategy 2.4 which is exploration of a wide range of funding mechanisms and partners to implement park, open space and trail plans is being investigated almost daily. City Attorney Alan Lathrom indicated the City's Subdivision Ordinance requires a new developer to allow an area relative to 5% of the area with 5 lots or more dedicated to a park or open space. The City does not have a provision for a fee in lieu of park dedication.

Finally under Parks Goals, Strategies and Actions, Goal 3 requires the City to coordinate with the Northeast Texas Trail Coalition. This item is handled very well as our Mayor coordinates with the NETT heavily.

In conclusion, Mr. White wanted to offer a plan he has comprised for the Spain Athletic Complex. He hopes to recommend the upgrades to the Farmersville Community Development Corporation for funding.

### **Item III) ADJOURNMENT**

Todd Rolan motioned to adjourn with Mark Vincent seconding the motion. The Advisory Committee adjourned at 8:00 p.m.

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Patti Ford, Secretary

---

Tom Waitschies, Chairman



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – Sign Board of Appeals Minutes

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

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – Parks Board Minutes

Electronic minutes are found at the following link:

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

**CITY OF FARMERSVILLE  
PARKS AND RECREATION BOARD MINUTES  
JULY 21, 2014**

The Farmersville Parks and Recreation Board met in regular session on July 21, 2014 at 6:00 p.m. at City Hall with the following members present: Chairman Marianne Politz, Glenn Bagwill, Todd Rolen and Tom Waitschies. City Staff member Christi Dowdy was also present.

**CALL TO ORDER**

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

**APPROVAL OF MINUTES**

Glenn Bagwill made a motion to approve the minutes from the June 17, 2014 meeting. The motion was seconded by Todd Rolen and passed all in favor.

**FUNDING REQUEST FOR IMPROVEMENTS AT SPLASHPAD**

City Manager Ben White was unable to attend the meeting but had requested help from the Parks Board for maintenance and improvements to the Splash Pad. The facility has been closed most of the season due to non-working parts. There are items that need to be repaired and new items are needed as well. The Board agreed that this is a very popular attraction and a motion was made by Tom Waitschies to use \$4,000 of the remaining budget to help. The motion was seconded by Glenn Bagwill and passed all in favor.

**WORKSHOP REGARDING FUTURE PLANS FOR SOUTHLAKE PARK**

The Board discussed many ideas for the future of Southlake Park and agreed that grant funding will be necessary for the improvements needed. Chairman Marianne Politz requested to have City Secretary Edie Sims present at the September meeting to explain grant procedures to the Board. Since the Chaparral Trail project is nearing completion, the Board feels that the focus can be moved to other open space areas such as Southlake Park. Board members will be compiling a list of short-term and long-term projects for Southlake, and discuss further in September.

The Board agreed that improvements to the J.W. Spain Athletic Complex is a more immediate need since it is so widely used. The Board wants to meet with Little League Baseball officials in August to discuss joint funding.

**DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS**

No items were discussed.

**ADJOURNMENT**

The meeting was adjourned at 6:50 p.m.

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Marianne Politz, Chairperson



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – Main Street Board Minutes

- The Main Street Board meeting was cancelled for July 2014.

Electronic minutes are found at the following link:

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

**Farmersville Main Street Board  
Minutes July 15, 2014  
City Council Chambers**

The meeting was brought to order at 5:26 PM by Andy Washam. Present were Main Street Manager, Adah Leah Wolf, and board members Andy Washam, Leaca Caspari, Sarah Jackson-Butler, and Anne Hall. Also present was City Manager Ben White and visitor Diane Piwko. New board member Anne Hall was welcomed to the board. Visitor Diane Piwko was invited to make comments by Chairman Andy Washam; she requested that Main Street board minutes be posted faster on city's website, and that meeting attachments be included on the city's website.

**Consider for approval May 20, 2014 Meeting Minutes:**

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

**Consider for approval May and June 2014 Financial Statements:**

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

**Herb Ellis Event Update**

Wess Anderson has been confirmed as the "headliner" performer, and we will be sending him a letter of agreement. 4B has included monies in their draft budget for FY 2015 for the event. The next committee meeting date will be set for next week. Ben White will ask the chamber for sponsorship support of the event.

**Coupon Pages**

The coupon sheet for downtown merchants has eleven participating businesses and Sarah is getting more to participate.

**Window Displays**

Windows and door panels at 119 S. Main have been measured and we will be working on displays for them. Denny Allen has given us permission to use the windows at 111 McKinney Street for displays as well.

**Audie Murphy Day Update**

Letters were mailed to 392 veterans; 220 veterans were in attendance-more than ever have participated before. Sponsorship letters were mailed to 315 businesses and individuals. A total of 28 sponsors donated, for a total of \$9700. The event cost \$8222 to produce, and an additional \$2500 was spent this year to purchase flags for downtown. The planning committee felt it was a very successful event.

**Main Street Managers Report**

Adah Leah Wolf presented a written report for May and June, and highlighted the following: Becky Reeder has a new business at 122 McKinney, "Body and Soul" a

women's fitness club. Lovey's Café is doing well at Shop WagJack. Manuela Bonita has opened "Nelly's Beauty Shop" at 120 McKinney Street. This month's downtown merchants get together will be held on July 17 at Almost New's new location (106 McKinney Street), and this month's chamber luncheon will be held at Lovey's Café on July 24. The Collin County Historical Commission is hosting a family stories workshop on August 23.

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

Items for discussion at future meetings: handicap accessibility in the downtown, window displays, and an art fair. The next meeting will be held on Tuesday, August 19, at 5:15 PM.

**Adjournment:** With no further business to discuss, the meeting was adjourned by Andy Washam at 5:54 PM.





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – Main Street Report

Main Street Report is attached.



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



**ORGANIZATION:**

5	Meeting with Leaca Caspari in preparation for 4B Board meeting.
14	4B Board meeting.
9,16,23,30	Manager attends city staff meetings.
16,23,29	Mary Tate is assisting in completing our National Register District nomination.
15	Main Street Board Meeting
17	Farmersville Heritage Museum Board Meeting
22	Manager's 11 <sup>th</sup> anniversary working as Main Street Manager
29	Manager attends City Council meeting

**PROMOTION:**

3	E Newsletter sent to entire "friends of downtown" email list.
5	Farmers & Fleas Market. New food vendor, Ernest Perkins has bicycle/solar powered ice cream sales cart. August will be the 10 <sup>th</sup> anniversary for the Market: a resolution is being prepared for City Council.
5	Marketing Committee meeting. Ride Texas ad has been placed in fall issue. Welcome to Farmersville billboards are being re designed. Texas Travel Guide updates submitted.
	50 Goodie Bags made for Eastfield College bus tour, who visited downtown on Sat. July 26.
10	Audie Murphy Day wrap up Committee meeting. Next year's date set for June 27. Thank yous and photos sent to volunteers. Jack Smith provided good photos of the event. Website updated with next year's date, photos of this year's event, and final donor list.
14	E Newsletter sent to downtown business and building owners.
	Two award nominations submitted to the Texas Downtown Association: one for the Farmers & Fleas Market, and one for the recent rehabilitation of Austin's Cleaners.
14	E Newsletter sent to downtown building and business owners.
24	Jazz on Main (Herb Ellis event) planning meeting
	Food coupon page has been revised.
25	Farmers & Fleas Market press releases sent out, advertising ordered.
29	Farmers & Fleas Market assistant calls vendors, spaces assigned.

**DESIGN:**

	Renovations continue on Doug Laube's building (129 McKinney Street). Plaster removed from downstairs walls in preparation for repointing mortar.
	Dyer Drug installs new sign on West side of their building
	City electrical department removed unused electrical poles from south side of City Park- vast improvement!
	Volunteer Jack Smith is taking photos for Main Street to use in an "architectural details" scavenger hunt display.
	First Baptist Church is working on repairs to its historic sanctuary

**ECONOMIC RESTRUCTURING:**

	Downtown Shoppers Guide revised
	Manager attends Chamber "Earlyville" meeting, hosted by AnLyn Brothers Coffee Company.
17	Downtown Merchants get together, hosted by Steve Davis at Almost New. We also celebrated their Chamber ribbon cutting the same day
24	Chamber luncheon held at Lovey's Cafe
	Tony's Restaurant has moved to Highway 380 location.
	Becky Reeder has opened Body and Soul, women's exercise facility, at 122 McKinney Street.

Volunteer hours donated this month: approximately 110



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – Building & Property Standards Commission Minutes

- Minutes are being prepared from the last meeting of the Building & Property Standards Commission and will be presented at the September Council meeting. Minutes will be updated to the website upon completion.

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – TIRZ Board Minutes

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

Electronic minutes are found at the following link:

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

- The TIRZ Contract was signed with Collin County with no pending business.



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – Library/Civic Center Board Minutes

- Library minutes were not available at the time the Council packet was prepared. Minutes will be included at the September meeting.

Electronic minutes are found at the following link:

[http://71.6.142.67/revize/farmersville/government/agendas\\_and\\_minutes/library\\_civic\\_center\\_board.jsp](http://71.6.142.67/revize/farmersville/government/agendas_and_minutes/library_civic_center_board.jsp)



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – Farmersville Public Housing Authority Report

- The July Board Agenda is attached for review
- The minutes from the June meeting is attached for review

Electronic agendas are found at the following link:

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



**TCOG Governing Board**  
**Meeting Agenda**  
1117 Gallagher Drive, Sherman, Texas  
Thursday, July 17, 2014 – 5:30 p.m.

- A. Call to Order & Declaration of a Quorum
- B. Invocation and Pledges
- C. Welcome Guests
- D. Induct New Governing Board Members for 2014-2015  
TCOG Governing Body Pledge:  
In accepting this responsibility as a Governing Body member,  
Do you pledge:
  - To uphold the bylaws of the organization
  - To be faithful in attendance
  - To strive to achieve the TCOG mission while representing our constituents
  - To foster full and active participation of all Governing Body members, and
  - To promote our strengths as a region
- E. Approval of Minutes: Approve Meeting Minutes for June 2014 – page 3
- F. Executive Director's Report
  - 1. Energy Services Program Presentation, Brenda Smith
  - 2. TxCDBG Proposed Changes Update
  - 3. Regional Review Committee and proposed CDBG Grant Guidelines for Texoma
  - 4. WBD Strategic Plan and Branding
  - 5. SEPA Partnership with Austin College and CROPS
  - 6. Accounting Software Conversion Update
  - 7. Insurance Rerate Preview
  - 8. Planning and Development Projects Update – Dr. Randy McBroom
- G. Consent  
All items on Consent Agenda are considered to be routine by the Council of Governments and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.
  - 1. June 2014 Liabilities (AF): Authorize the Secretary/Treasurer to make payments in the amounts as listed.  
Stacey Sloan, Finance Director – page 5
  - 2. Community Services Block Grant Supplemental Contract (CS): Ratify contract with Texas Dept. of Housing and Community Affairs for additional Community Services Block Grant funds.  
Brenda Smith, Energy Services Program Manager – page 17
- H. Action
  - 1. Congregate and home delivered meals FY2015 budget (AS): Authorize the congregate and home delivered meal budget totaling \$465,803 for the Tri-County Senior Nutrition Project, Inc. (DBA Meals on Wheels of Texoma).  
Rodrigo Muyshondt, Data Manager – page 30

2. Foster Grandparent Program Grant Continuation Application (AS): Authorize submission, and acceptance if awarded, of application for continuation (Year 3 of 3) of the Senior Corps Foster Grandparent Program (FGP) grant. Project period: 9/30/2012 – 6/30/2015.  
Karen Bray, Aging Services Director – page 35
  3. FY2014 Homeland Security Grant Program Competitive Grant (PD): Authorize the submission of the FY2014 Homeland Security Competitive Interoperable Communications Grant application.  
CJ Durbin-Higgins, Public Safety Program Manager – page 60
  4. VASH Program Application (CS): Authorize submission and, if awarded, the acceptance of twenty-five (25) Veterans Affairs Supportive Housing (VASH) vouchers.  
Rayleen Bingham, Section 8 Housing Program Manager – page 67
  5. FYE 2015 Budget Status Update (AF): Accept recommendation, if any, regarding TCOG FYE 2015 Budget.  
Stacey Sloan, Finance Director – page 74
- I. Executive Session
- Announcement by the presiding officer that a closed meeting will take place as authorized by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Section 551.074, "Personnel Matters; Closed Meeting," for the Board to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
1. Closed Meeting: Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Section 551.074, "Personnel Matters; Closed Meeting," the Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
  2. Reconvene into open meeting.
  3. Discussion and decision on any action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- J. President's Report
- K. Adjourn

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

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration & Finance at 903-813-3510 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also faxed to the County Clerk offices in Cooke, Fannin and Grayson Counties, Texas on Friday, July 11, 2014.



**Members Present: Keith Clegg, Cary Wacker, Roy Floyd, Phyllis James, Cecil Jones, Bill McFatridge, John Roane, J.D. Roane, Debbie Smith, Sarah Somers**

- A. Judge Roane called the meeting to order and declared a quorum at 5:31 p.m.
- B. Cecil Jones provided the invocation, followed by Bill Lindsay, who led the pledges.
- C. Welcome Guests & Staff. Judy Fullylove, Sean Norton, CJ Durbin-Higgins, Mary Browning-Alquist, Susan Ensley, Gary Edwards, Janet Karam, Max Karam, Mindi Jones, Brenda Smith, Michael Schmitz, Josh Brummett
- D. Five new Board Members were installed for the 2014-2015 fiscal year: Phyllis James, Bill McFatridge, J.D. Roane, Debbie Smith, and Sarah Somers. The two remaining new Board Members to be installed are Teresa Adams, Chris Burch, and Kate Whitfield, all of whom were absent from the meeting and therefore unable to take the pledge at this time.
- E. A report was provided by Roy Floyd from the officer nomination committee on the nominations for 2014-2015 officers. A motion was made by Cecil Jones to elect the following as the officers for 2014-2015: President, Spanky Carter; Vice President, Keith Clegg; Secretary/Treasurer, Cary Wacker. This motion was seconded by Roy Floyd. Motion carried. At this point in time, Judge Roane turned the meeting over to Keith Clegg as newly-elected Vice President.
- F. A motion was made by John Roane to approve the meeting minutes for May 2014. This motion was seconded by Cary Wacker. Motion carried.
- G. Executive Director's Report
  - a. Susan Ensley and Gary Edwards provided a presentation on the Public Housing and Public Housing Maintenance programs.
  - b. Dr. Thomas provided an update on and a preliminary outline of the Texoma Wine, Beer, and Distilled Spirits Strategic Plan.
  - c. Dr. Thomas provided an update on the SEPA Project. There are currently 20 fully-funded internships provided by Austin College this year scattered across the region. Dr. Thomas stated the Pottsboro City Library has already been awarded \$17,000 from a grant written by a SEPA intern.
  - d. Dr. Thomas provided an update on the Brownfields grant. The grant was not funded this year. TCOG is still moving forward with the project and will apply for the grant again.
  - e. Dr. Thomas notified the Governing Board of the Planning & Development Department reorganization. The CED and MSW position vacancies will be combined and consolidated under the GIS program, being renamed GIS & Planning.
  - f. Dr. Thomas provided an update of the 2014 TCOG Strategic Plan.
  - g. Dr. Thomas reminded the Board that the Annual Event will take place on September 18, 2014 with our regular board meeting held prior to it at Austin College's Wright Center.
  - h. Dr. Thomas provided an overview of the 2014 Summertastic! Texoma Youth Guide and displayed the winning artwork included in the 2-1-1 publication.
- H. A motion was made by Roy Floyd to approve the Consent Items. This motion was seconded by Cecil Jones. Motion carried.
  - 1. Authorize the Secretary/Treasurer to make payments in the amounts as listed.
- I. Action

1. A motion was made by Cary Wacker to approve Business Proposal Response for new RFP initiated by Texas Health and Human Services Commission on behalf of the Department of Aging and Disability Services (DADS) for the establishment of the Aging and Disability Resource Center (ADRC) for Region 2. This motion was seconded by John Roane. Motion carried.
2. A motion was made by Cary Wacker to ratify Executive Director's execution of subcontract agreement between MAXIMUS and TCOG's Area Agency on Aging (AAA). This motion was seconded by Cecil Jones. Motion carried.
3. A motion was made by John Roane to authorize the approval of FY2013 Homeland Security Project Change for City of Denison. This motion was seconded by Roy Floyd. Motion carried.
4. No action was taken regarding the FYE 2015 Budget Status.

J. President's Report

K. At 6:15 p.m., Keith Clegg adjourned the meeting.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Jeannette Phillips at 903-813-3510 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also faxed to the County Clerk offices in Cooke, Fannin and Grayson Counties, Texas on Friday, June 13, 2014.



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: INFORMATIONAL ITEM – North Texas Municipal Water District Board Agenda

- The agenda for the July meeting is attached.

Electronic agendas are found at the following link:

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



## **NORTH TEXAS MUNICIPAL WATER DISTRICT**

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

**BOARD OF DIRECTORS  
REGULAR MEETING  
THURSDAY, JULY 24, 2014  
4:00 P.M.**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of North Texas Municipal Water District will hold a regular meeting, open to the public, on Thursday, July 24, 2014, at 4:00 p.m., at the North Texas Municipal Water District offices, 505 E. Brown Street, Wylie, Texas.

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

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

- I. INVOCATION – DIRECTOR DARRELL GROOMS
- II. ROLL CALL
- III. RECOGNITION OF GUESTS
- IV. OATHS OF OFFICE
  - A. Director Gary Downey, Frisco
  - B. Director Shep Stahel, Plano
- V. PUBLIC COMMENTS

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

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

VI. CONSENT AGENDA ITEMS

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

- A. Consider Approval of Board of Directors Meeting Minutes – June 26, 2014  
(Please refer to Consent Agenda Item No. 14-07-01)
- B. Consider Authorizing Execution of Drainage Easement Agreement with the City of Plano for Plano No. 1 Delivery Site  
(Please refer to Consent Agenda Item No. 14-07-02)
- C. Consider Authorizing Additional Engineering Services on Project No. 315, Dublin Relift Station Improvements  
(Please refer to Consent Agenda Item No. 14-07-03)
- D. Consider Authorizing Additional Engineering Services on Project No. 138, Texoma Desalination TPDES Permit Application  
(Please refer to Consent Agenda Item No. 14-07-04)
- E. Consider Authorizing Additional Engineering Services on Project No. 321, Expansion of Raw Water Pump Station No. 3 to 620 MGD  
(Please refer to Consent Agenda Item No. 14-07-05)
- F. Consider Authorizing Change Order No. 1 and Authorization to Make Final Payment on Project No. 318, Wylie No. 3 Delivery Point Metering Station Upgrade  
(Please refer to Consent Agenda Item No. 14-07-06)
- G. Consider Authorizing Change Order No. 3 and Authorization to Make Final Payment on Project No. 299, Lake Tawakoni Water Treatment Plant Chlorine Dioxide System  
(Please refer to Consent Agenda Item No. 14-07-07)
- H. Consider Authorizing Change Order No. 2 and Authorization to Make Final Payment on Project No. 322, 121 Regional Disposal Facility Scale House Improvements  
(Please refer to Consent Agenda Item No. 14-07-08)
- I. Consider Authorizing Change Order No. 1 on Project No. 266, 42-Inch and 24-Inch Waterline Relocation Along Stacy Road (FM 2786) from SH 5 (Greenville Drive) to FM 1378 (Country Club Road)  
(Please refer to Consent Agenda Item No. 14-07-09)

VII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

- A. **TABLED ITEM:** Consider Authorizing Amendment to District Policy No. 19 – Water Rebate Procedure  
(Please refer to Administrative Memorandum No. 4205-1)
- B. Consider Authorizing Execution of Potable Water Supply Contract with Town of Prosper  
(Please refer to Administrative Memorandum No. 4222)
- C. Consider Authorizing Execution of Potable Water Supply Contract with City of Kaufman  
(Please refer to Administrative Memorandum No. 4223)
- D. Consider Authorizing Land Acquisition Program and Adoption of Resolution No. 14-10 Authorizing Property Purchase for the Leonard Water Treatment Plant Site, Project No. 154  
(Please refer to Administrative Memorandum No. 4224)
- E. Consider Authorizing Right-of-Way Acquisition Program and Adoption of Resolution No. 14-11 Authorizing Purchase of Right-of-Way for the Cottonwood Creek Outfall Sewer Aerial Crossing Replacement, Project No. 274  
(Please refer to Administrative Memorandum No. 4225)
- F. Consider Authorizing Execution of Engineering Services Agreement for Project No. 363, High Service Pump Station 1-1 Mechanical Improvements Preliminary Engineering  
(Please refer to Administrative Memorandum No. 4226)
- G. Consider Authorizing Award of Construction Contract and Change Order No. 1 on Project No. 295, Upper Rowlett Creek and Upper Cottonwood Creek Lift Stations Improvements  
(Please refer to Administrative Memorandum No. 4227)
- H. Consider Authorizing Change Order No. 3 on Project No. 227 (Contract A), Upper White Rock Creek Parallel Force Main  
(Please refer to Administrative Memorandum No. 4228)
- I. Consider Authorizing Additional Engineering Services on Project No. 326, Casa View Control Structure Improvements and Ground Storage Tank Improvements  
(Please refer to Administrative Memorandum No. 4229)
- J. Consider Authorizing Change Order No. 2 on Project No. 298, High Service Pump Station 2-2 and 2-3 Electrical Improvements  
(Please refer to Administrative Memorandum No. 4230)

- K. Consider Adoption of Resolution No. 14-12 Authorizing NTMWD Board President to Act on Behalf of the Board of Directors to Negotiate Terms and Conditions of Settlement Agreements Related to the Lower Bois d'Arc Creek Reservoir Project and to Execute Settlement Agreements  
(Please refer to Administrative Memorandum No. 4231)

VIII. DISCUSSION

- A. Water Supply Update

IX. ADJOURNMENT

**NEXT REGULAR MEETING OF BOARD, THURSDAY, AUGUST 28, 2014, AT 4:00 P.M.  
IN THE ADMINISTRATIVE OFFICES, WYLIE, TEXAS**



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: Second Reading – Consider, discuss and act upon an ordinance regulating the sales of e-cigarettes and similar products

- An Ordinance is attached for review
- Council approved first reading at the last meeting

**ACTION: Accept or deny the 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, liquid nicotine, or their components - or samples of any of the foregoing - 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 an e-cigarette, liquid nicotine, or their components - or samples of any of the foregoing - 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, liquid nicotine, or their components - or samples of any of the foregoing - to any person engaged in the business of selling e-cigarettes, liquid nicotine, or their components - or samples of any of the foregoing - 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, liquid nicotine, or their components - or samples of any of the foregoing - to any person engaged in the business of selling e-cigarettes, liquid nicotine, or their components - or samples of any of the foregoing - 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, liquid nicotine, or their components - or samples of any of the foregoing - 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, liquid nicotine, or their components - or samples of any of the foregoing; 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 29<sup>th</sup> day of July, 2014, and second reading on the 12<sup>th</sup> 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: Ben White, City Manager

DATE: August 12, 2014

SUBJECT: Consider, discuss and act upon the proposed tax rate, set two public hearing dates for the tax rate, and direct staff in the preparation of an ordinance for the establishment of the selected rate

- A proposed tax rate and proposed public hearing dates are attached for review

**ACTION:** Approve or deny the proposed tax rate as presented; approve the proposed public hearing dates as presented; direct staff to prepare an ordinance regarding.



## **NOTICE OF 2014 PROPOSED PROPERTY TAX RATE NOTICE**

**SENATE BILL 1510:** A county or municipality that proposes a property tax rate shall provide the "Notice of 2014 Proposed Property Tax Rate" provided the notice is published no later than September 1 in a newspaper having general circulation.

***This Notice must be published at least seven days before your first Public Hearing.  
Remember to allow additional time required by the newspaper to receive the notice.***

Information needed for publication:

**Name of Entity:** City of Farmersville

**Proposed Tax Rate:**

M&O: 0.4628706

I&S: 0.322866

**TOTAL:** 0.785736

The I&S Tax Rate must be the same as the Debt Rate on the TNT Worksheet.

If a County or Municipality proposes a property tax rate that exceeds the lower of the Effective Tax Rate or the Rollback Tax Rate, two Public Hearings must be held before adopting the Proposed Tax Rate.

**Public Hearing #1**

Date: 08/26/2014

Place: City of Farmersville

Time: 6:00pm

Address: 205 S Main

Farmersville, TX 75442

**Public Hearing #2**

Date: 09/02/2014

Place: City of Farmersville

Time: 6:00pm

Address: 205 S Main

Farmersville, TX 75442

Hearings must be at least 3 days apart.

# NOTICE OF 2014 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF FARMERSVILLE

A tax rate of \$0.785736 per \$100 valuation has been proposed for adoption by the governing body of City of Farmersville. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	\$0.785736 per \$100
PRECEDING YEAR'S TAX RATE	\$0.697500 per \$100
EFFECTIVE TAX RATE	\$0.662167 per \$100
ROLLBACK TAX RATE	\$0.808206 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Farmersville from the same properties in both the 2013 tax year and the 2014 tax year.

The rollback tax rate is the highest tax rate that City of Farmersville may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS  
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Kenneth L. Maun  
Tax Assessor-Collector  
2300 Bloomdale Road, Suite 2366, McKinney, TX  
75071  
972-547-5020  
[kmaun@collincountytx.gov](mailto:kmaun@collincountytx.gov)  
<http://www.farmersvilletx.com/>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 26, 2014 at 6:00 pm at City of Farmersville, 205 S. Main, Farmersville, TX 75442.

Second Hearing: September 2, 2014 at 6:00 pm at City of Farmersville, 205 S. Main, Farmersville, TX 75442.





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: Consider, discuss and act upon an Interlocal agreement with Texoma Area Paratransit System for utilization of parking structure

- An agreement is attached for review
- A representative from TAPS will be present for questions.

**ACTION: Approve or deny the agreement as presented.**

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**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF FARMERSVILLE, TEXAS  
AND  
TEXOMA AREA PARATRANSIT SYSTEM, INC.  
FOR  
UTILIZATION OF PARKING STRUCTURE FOR JA/RC PROJECT**

The City of Farmersville, Texas ("City"), a home rule municipality and local governmental entity, and Texoma Area Paratransit System, Inc. ("TAPS"), a rural transit district and political subdivision of the State of Texas, hereby enter into this Interlocal Agreement as of the Effective Date for utilization of City-owned real property in furtherance of a JA/RC Project described below. City and TAPS may be referred to jointly herein as the "Parties," and individually as a "Party."

**RECITALS**

**WHEREAS**, City is a home rule municipality and local governmental entity located within Collin County, Texas; and

**WHEREAS**, TAPS is a rural transit district established pursuant to the authority of Chapter 458, Texas Transportation Code, as amended, that provides transit services within the State of Texas in the counties of Clay, Collin, Cooke, Fannin, Grayson, Montague, and Wise; and

**WHEREAS**, on or about September 1, 2014, City received approval by the Regional Transportation Council ("RTC"), the regional transportation policy board of the North Central Texas Council of Governments ("NCTCOG"), to receive federal grant funding under the Job Access/Reverse Commute Program, found at 49 U.S.C. § 5316 ("JA/RC"), for the implementation of a JA/RC Project to provide round-trip commuter shuttle bus service between locations within City's incorporated limits and other locations within Collin County, Texas; and

**WHEREAS**, on or about September 1, 2014, City and TAPS entered into an interlocal agreement for TAPS to provide transit services to support the JA/RC Project; and

**WHEREAS**, City owns certain real property located 205 S. Main Street Farmersville, Tx 75442; and

**WHEREAS**, City and TAPS have indicated interest in entering into an interlocal agreement which will allow parking within the City Hall Parking Lot by members of the public who are utilizing the shuttle bus service; and

**WHEREAS**, the Parties acknowledge and find that it will increase the efficiency and effectiveness of their respective entities by entering into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code, as amended (also known as the "Interlocal Cooperation Act")

("the Act")), and will be in their best interests and the interest of the public to cooperate in the provision of transit services as set forth in this Agreement; and

WHEREAS, the Parties acknowledge and agree that this Agreement reflects and represents a written revocable license with regard to the use of the City Hall Parking Lot, as set forth in further detail below, and in no way creates or represents a lease, easement, or real property interest for TAPS in City's property.

NOW, THEREFORE, the Parties hereby make and enter into this Agreement for and in mutual consideration of the covenants and agreements set forth herein.

### Article 1.

1.1 Purpose: Pursuant to Section 791.011 of the Act, City and TAPS are local governmental entities and enter into the Agreement for the purpose of providing services in which the parties are mutually interested and with each Party performing services it would be authorized to perform individually.

1.2 Consideration: City and TAPS agree there is good and valuable consideration for entering into this Agreement, the receipt and sufficiency of which is acknowledged.

1.3 Parking:

(a) Spaces: City shall allocate 5 parking spaces in the South Parking Garage for members of the general public who desire to park their vehicles and ride the JA/RC Project's shuttle bus service. The North Hub for the transit routes that comprise the JA/RC Project's shuttle bus service is located at or near 205 S. Main Farmersville, Tx 75442 at street level. The parking spaces shall be located East Section of City Hall Parking Lot, and such location may be revised upon written agreement signed by both Parties.

(b) Maintenance: City, at its expense, shall be responsible for maintenance of and repairs to the South Parking Garage, including the parking spaces that it allocates pursuant to this Agreement, during the term of this Agreement.

(c) In-Kind Contribution: The Parties recognize and agree that City's allocation of parking spaces in this Agreement represents an in-kind contribution in furtherance of the JA/RC Project.

### Article 2.

2.1 Term: This Agreement shall be for a period of thirty-six (36) months beginning on September 1, 2014 ("the Effective Date") and terminating on September 1, 2017 ("the Termination Date"), unless terminated earlier by either City or TAPS in accordance with the terms of this Agreement.

2.2 Termination: This Agreement may be terminated prior to the Termination Date as follows:

(a) The Parties may terminate this Agreement by a written agreement signed by both Parties setting forth the agreed termination date;

(b) Either Party may terminate this Agreement with or without cause by providing written notice to the other Party not less than sixty (60) days prior to the desired termination date; or

2.3 Rescinding Termination: A Party that provides written notice of termination pursuant to Section 2.2(b) may rescind same by providing written notice to the other Party on or prior to the effective date of the termination, in which event this Agreement shall remain in full force and effect as if the notice of termination had never been given. A written agreement of termination pursuant to Section 2.2(a) may be rescinded by written agreement signed by both Parties prior to the effective date of the termination, in which event this Agreement shall remain in full force and effect.

### Article 3.

3.1 Notice: All notices, authorizations and requests in connection with this Agreement shall be deemed provided on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt requested; (ii) delivered by courier; or (iii) sent by facsimile as indicated by a fax confirmation sheet; and sent to the address or facsimile number of each party's agent as follows:

If to City:

With copy to:

City of Farmersville, Texas  
Attn: Asst. to the City Manager  
205 S. Main St  
Farmersville, Texas 75442  
(972) 782-6604(facsimile)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to TAPS:

With copy to:

Texoma Area Paratransit System, Inc.	Darrell G-M Noga
Attention: Executive Director	Cantey Hanger, LLP
6104 Texoma Parkway	1999 Bryan Street, Suite 3300
Sherman, Texas 75090	Dallas, Texas 75201
(903) 893-4766 (facsimile)	

### Article 4.

4.1 Entire Agreement: This Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the Parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not regard the subject matter of this Agreement.

4.2 Parties Bound: This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective successors and assigns.

4.3 Relationship: It is understood and agreed that the relationship between the Parties described in this Agreement is contractual in nature between independent Parties and does not constitute, and shall not be construed, as creating a partnership or joint venture relationship between or among the Parties. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any individual or entity that is not a signatory hereto.

4.4 Amendment: The Parties may revise, amend or modify this Agreement only by written agreement signed by both Parties.

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

4.6 Governing Law: The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement.

4.7 Place of Performance and Venue: This Agreement is performable in Grayson County and Collin County, Texas. Any legal action between the Parties based on this Agreement shall be brought in Grayson County or Collin County, Texas.

4.8 Special and Consequential Damages: In no event, whether as a result of breach of contract, warranty, tort (including negligence or infringement), strict liability or otherwise, shall either Party be liable to the other Party for any special, consequential, incidental, indirect or exemplary damages including, but not limited to, loss of profits or revenues, cost of capital, cost of substitute goods, facilities, services or downtime costs.

4.9 Immunity: In the execution of this Agreement, the Parties do not waive, and neither Party shall be deemed to have waived, any immunity or defense that would otherwise be available to each Party as a local governmental entity and/or political subdivision of the State of Texas.

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

4.11 Counterparts: This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed an original instrument, and all counterparts collectively shall be a single instrument, with full force and effect and enforceable against the Parties executing same.

## Article 5.

5.1 Each Party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

(Signatures on Following Page)

SIGNED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF FARMERSVILLE, TEXAS

By: \_\_\_\_\_  
Ben White, City Manager

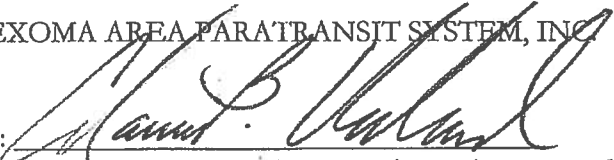
ATTEST

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

APPROVED AS TO FORM

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

SIGNED AND AGREED this \_\_\_\_ day of \_\_\_\_\_, 2013.

TEXOMA AREA PARATRANSIT SYSTEM, INC.  
By:   
Brad Underwood, Executive Director and  
CEO

Executed on behalf of Texoma Area Paratransit  
System, Inc. pursuant to Board Resolution No. \_\_\_\_



**TO:** Mayor and Councilmembers

**FROM:** Ben White, City Manager

**DATE:** August 12, 2014

**SUBJECT:** Consider, discuss and act upon a resolution petitioning the Texas Alcoholic Beverage Commission to modify the Commission's previous order regarding the area within which the possession of an "open container" and/or the public consumption of alcoholic beverages is prohibited

- A resolution is attached for review

**ACTION:** Approve or deny the resolution as presented.



**CITY OF FARMERSVILLE, TEXAS  
RESOLUTION # 2014-0812-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CITY'S PREVIOUS PETITION TO THE TEXAS ALCOHOLIC BEVERAGE COMMISSION WITH THIS PETITION TO THE TEXAS ALCOHOLIC BEVERAGE COMMISSION REQUESTING AN ORDER PROHIBITING THE POSSESSION OF AN "OPEN CONTAINER" AND/OR THE PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES.**

**WHEREAS**, the sale of beer and wine has been approved by the voters of the precinct in which the City of Farmersville is situated; and

**WHEREAS**, the City's ability to regulate the public consumption of alcoholic beverages is generally preempted by the Texas Alcoholic Beverage Code; and

**WHEREAS**, Section 109.35 of the Texas Alcoholic Beverage Code allows the City Council of the City of Farmersville to petition the Texas Alcoholic Beverage Commission to enter an order prohibiting the possession of an "open container" and the consumption of alcoholic beverages in the Central Business District; and

**WHEREAS**, the City Council adopted Resolution # 2010-0209-003 on February 9, 2010 petitioning the Texas Alcoholic Beverage Commission to enter an order prohibiting the possession of an "open container" and the consumption of alcoholic beverages in the Central Business District; and

**WHEREAS**, the City Council adopted Resolution # 2010-0413-003 on April 13, 2010 amending the petition to the Texas Alcoholic Beverage Commission to reduce the area described as the Central Business District; and

**WHEREAS**, the City Council now desires to further amend that petition so as to reduce the area to eliminate certain areas that have not historically been used for business transactions; and

**WHEREAS**, upon due consideration, the City Council of the City of Farmersville has determined it is in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City that the City petition the Texas Alcoholic Beverage Commission to enter an order prohibiting the possession of an "open container" and the public consumption of alcoholic beverages in the area as defined and set forth herein.

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

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

SECTION 2. The City Council desires to reduce the area defined as its Central Business District in the City's original petition, and first amended petition, to the Texas Alcoholic Beverage Commission because certain areas identified as a part of the Central Business District have not historically been used for business transactions.

SECTION 3. The City Council has determined, after further deliberation and public input, that the area to be designated for purposes of an order issued by the Texas Alcoholic Beverage Commission prohibiting the possession of an open container and the public consumption of alcoholic beverages is the area that is described in Exhibit 1 and depicted in Exhibit 2, which exhibits are attached hereto and incorporated herein by reference.

SECTION 4. The City Council, as the governing body of the City of Farmersville, Texas, hereby respectfully petitions the Texas Alcoholic Beverage Commission to enter an order prohibiting the possession of an "open container" and the public consumption of alcoholic beverages in the area as described in the attached Exhibit 1 and depicted in the attached Exhibit 2.

SECTION 5. The City Manager and/or the City Attorney are hereby authorized and directed to submit all necessary information to the Texas Alcoholic Beverage Commission to effectuate this Resolution and Petition.

SECTION 6. This Resolution shall take effect upon approval by the City Council as the law in such cases provides, and it is accordingly so resolved.

**PASSED** THIS 29<sup>th</sup> DAY OF AUGUST, 2014 at a scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 12<sup>TH</sup> DAY OF AUGUST, 2014.**

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

ATTEST:

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

**EXHIBIT 1**

**BOUNDARY DESCRIPTION**

**EXHIBIT 2**

**MAP**



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: Consider, discuss and act upon processes and requirements regarding special event permits

- Special event permit information is attached for review

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

**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-\_\_\_\_-\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED THROUGH THE AMENDMENT OF CHAPTER 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY DELETING ARTICLE IV, "STREET USE," IN ITS ENTIRETY, AND BY ADOPTING A NEW CHAPTER 60 ENTITLED "SPECIAL EVENTS"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Farmersville ("City") recognizes that hosting special events within the City may provide a boost to the City's economy and promote further tourism after people have visited the City; and

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

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

**SECTION 1: INCORPORATION OF FINDINGS**

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

**SECTION 2: AMENDMENT OF CHAPTER 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY DELETING ARTICLE IV, "STREET USE," IN ITS ENTIRETY**

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

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

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

## **“ARTICLE I – GENERAL PROVISIONS**

### **Sec. 60-1. Purpose.**

The purpose of this chapter is to enhance the positive image of the city, to stimulate significant economic growth and promote tourism. To this end, it is the city's intent to encourage special events that provide an economic benefit to the city while attempting to minimize any secondary negative impacts that might arise out of any such special event.

### **Sec. 60-2. Definitions.**

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

*Applicant* means a person, as defined herein, submitting an application for a special event permit.

*City* means the City of Farmersville, Texas.

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

*City Manager* means the city manager of the City of Farmersville, or his/her designee.

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

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

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

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

*Department* means the City of Farmersville Police Department.

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

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

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

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

*Property owner* means the person(s) who own the property on which the special event is proposed to be held and/or on which the special event is held

*Special event* means an event or gathering open to the public in areas or venues not specifically designated for that purpose and which requires a temporary exception to otherwise applicable rules or requirements specifically including, but not limited to:

- (1) A carnival;



- (2) A festival;
- (3) A circus;
- (4) A race or rally;
- (5) A parade;
- (6) Seasonal sales;
- (7) A concert; and
- (8) Any event or gathering that requires:
  - (a) The temporary complete or partial closure of a public street;
  - (b) The temporary closure or restriction of access to public property;
  - (c) The temporary offer of merchandise, food, or beverages on public property or on private property where not otherwise permitted by the Code or the applicable certificate of occupancy;
  - (d) The temporary erection of a tent on public property or on private property where not otherwise permitted by the Code or the applicable certificate of occupancy;
  - (e) The temporary erection of a stage, band shell, portable building, grandstand, or bleachers on public property or on private property where not otherwise permitted by the Code or the applicable certificate of occupancy;
  - (f) The temporary use, for other than storage, of a trailer or van on public property or on private property where not otherwise permitted by the Code or the applicable certificate of occupancy;
  - (g) The temporary use of equipment to amplify and transmit sound, which exceeds ambient

(background) sound pressure levels at the property lines; or

- (h) The placement of portable toilets on public property or on private property where not otherwise permitted by the Code or the applicable certificate of occupancy.

*Special event operator* means and includes the applicant, the permittee, and any person, firm or entity operating all or any portion of the special event or otherwise selling or providing any goods and/or services to the public by and through the special event.

*Special event permit* or *permit* means the city's written authorization to hold a special event. The permit may impose terms and conditions, and is subject to the guidelines of the permit.

*Traditional special event* means and refers to those special events that have been traditionally celebrated by the residents of the city including, but not limited to:

- (1) Audie Murphy Day;
- (2) Christmas Parade
- (3) Fire Department Fish Fry;
- (4) Farmers and Fleas Market;
- (5) Old Time Saturday;
- (6) Scare on the Square;
- (7) Bug Tussel Antique Car Trek;
- (8) Sparks of Freedom; and,
- (9) Trick it up Bike Ride.

### **Sec. 60-3. Chapter cumulative.**

- (a) The provisions of this chapter are cumulative of all city ordinances. Nothing contained in this chapter including, but not limited to, the issuance of a special event permit

shall relieve any person or entity from complying with all other provisions of the Code save and except only to the extent specifically provided herein to the contrary. All other permits and licenses required by Code or other law for specific activities conducted in conjunction with or as a part of the special event must be applied for separately in a form satisfactory to the city. Failure to obtain a permit required by another provision of this Code shall result in the denial of a requested special event permit.

- (b) A special event permit issued under this chapter authorizes the temporary use of property and structures for activities that would otherwise be prohibited by the Code.

#### **Sec. 60-4. Exemptions.**

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

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

- (7) Traditional special events as defined above; and/or
- (8) A sidewalk sale or a religious or educational program, presentation or fund-raising event that is contained entirely upon and entirely within the confines of private property and does not require the temporary use of or closing off of public streets, fire lanes or public property; that lasts or runs for no more than eight hours on any one day and is limited to a total of four consecutive days in any calendar month; and, which is planned, presented, performed, offered or sponsored by and for the sole benefit of a nonprofit entity ("exempt event") shall not be required to obtain a special event permit. The fact that an event or gathering is held on Farmersville Independent School District ("FISD") property does not, in and of itself, make the event or gathering an exempt event. However, any event or gathering that is a component of, and which is specifically related to, the educational mission, programming and curriculum of FISD including FISD sponsored extracurricular activities in an exempt event.

## **ARTICLE II – SPECIAL EVENT PERMITS**

### **Sec. 60-10. Permit required.**

- (a) No special event may be held within the city without first obtaining a special event permit.
- (b) A special event permit grants permission to use public property proposed to be used in connection with the special event and/or authorizes the use of private property in a manner not otherwise permitted by the code in connection with the special event (the "licensed premises"). The use of such licensed premises shall be solely for the purpose of constructing, installing, operating and maintaining the special event; and for such other purposes consistent with promoting and conducting the special event as the city manager authorizes in writing.
- (c) Issuance of a special event permit does not authorize removal or alteration of public property and any such

removal or alteration is strictly prohibited except as expressly allowed in writing by the city manager, or other authorizing official.

- (d) A special event operator may not and shall have no authority to assign, sell, transfer, pledge, encumber or otherwise convey a permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the city, result in the immediate revocation of the permit.
- (e) The applicant for a special event permit shall, as a condition precedent to issuance of a permit, pay the fee for a special event permit in the amount determined by city council from time to time and set forth in Appendix A, "Master Fee Schedule," to the Farmersville Code.

**Sec. 60-11. Application process.**

- (a) A special event permit may be issued by the city manager, or his or her duly appointed representative subject to the following conditions:
  - (1) A legible and complete application for a special event permit shall be made at least 15 business days prior to the date such temporary carnival, circus, or special event shall commence operation.
    - i. If a legible and complete application for a special event permit under this section is submitted less than 15 business days prior to the commencement date of any such special event the applicant, specifically including nonprofit organizations, shall pay a late submittal fee in the amount of \$100.00 per day for each day or part of a day less than 15 business days before the event that the submittal is made. The city manager may, in his sole discretion, reduce or waive the amount of the late submittal fee.
    - ii. A legible and complete application for a special event permit under this section that is submitted less than three business days

prior to the commencement date of any such event shall be subject to the foregoing late submittal fee. In addition the city makes no assurances that the review of the permit application and the issuance of the special event permit will be complete for any such application prior to the planned date of the event. Further, it shall be a violation of this section to commence operation of a special event without first receiving a special event permit.

- iii. A special event permit pursuant to this section shall be granted or denied by the city manager or his or her duly appointed representative within 15 business days after submission to the city of a legible and complete permit application.
  - iv. A maximum of six special event permits may be issued per year to the same address, property owner, and/or business owner.
- (2) The application for a permit shall be submitted to the city manager, and shall contain the following information in order to be considered complete:
- i. Name, address, and telephone number of person, organization, or company conducting the event.
  - ii. Date or dates of the special event.
  - iii. Name of any and all food vendors participating in the special event including, but not limited to, the types of foods and beverages to be offered to the public and the manner in which said foods and beverages are packaged, prepared and served.
  - iv. A legible diagram drawn to scale and/or with dimensional detail showing the location, size, number and configuration in detail of the different component parts of

the special event including, but not limited to, the following:

- v. All shows;
- vi. Concessions;
- vii. Amusements (specifically including, but not limited to, inflatable slides and jump houses) or rides;
- viii. Businesses;
- ix. Signs, including balloons or inflatable devices, that are visible from the public right-of way;
- x. Entrances and exits;
- xi. Parking area;
- xii. Sanitary facilities;
- xiii. Loudspeakers or sound-amplification devices (together with an indication regarding their directional orientation);
- xiv. Any other pertinent information.
- xv. A written lease or agreement from the owner of such property granting the special event operator permission to operate a special event on said property during the dates of the proposed application. The written lease or agreement must be signed by the owner of such property and be properly notarized.
- xvi. The approximate number of persons who are anticipated to attend and, if applicable, the number and types of animals and vehicles that will constitute such special event.
- xvii. Proof of insurance as required herein-below.

xviii. The special event shall be set up and operated in accordance with and pursuant to the approved detailed diagram and any conditions imposed by the permit. Before any modifications, revisions or deletions are made that conflict with the approved detailed diagram including, but not limited to, the addition or removal of signs, concessions vendors, amusements and rides an amended detailed diagram shall be submitted for review and approval three business days prior to commencement or continuation of the special event in accordance with and pursuant to the amended detailed diagram. Resubmittals or revised detailed diagrams shall be limited to one change per event. Notwithstanding the timely submittal of the amended detailed diagram the special event shall not be authorized to operate in accordance with and pursuant to said amended detailed diagram until such time as the amended detailed diagram is approved. The amended detailed diagram shall be approved or disapproved no later than three business days after submittal.

xix. Payment of the special event permit fee in the amount set forth in Appendix A, "Master Fee Schedule," to the Farmersville Code together with the full amount of any late submittal fee. An additional review fee shall be paid, as provided in the fee schedule found in appendix A of this Code, for the one allowed amended revised detailed diagram at the time of submittal for review.

(3) A submittal, including a submittal for an amended detailed diagram, shall not be reviewed until it is complete. An amended detailed diagram shall be submitted together with all information, detail and supporting documentation as is required for the initial submission to obtain a permit. In addition, the submission of an amended detailed diagram shall be accompanied by the appropriate fee.



Failure to pay the fee or the omission of any component required for an original submittal may result in the delay, denial or revocation of the requested permit and/or amended detailed diagram.

- (4) Safe and orderly movement of normal traffic shall not be substantially interrupted. The city may require the permit holder to provide additional signage for traffic control and safety-related issues, as deemed necessary by staff. If any special event is located adjacent to or abutting a TXDOT-controlled road, a TXDOT sign permit must be obtained and signs must be in place before the event starts. (The specific requirement for TXDOT signs may be waived if staff determines that sufficient traffic control measures are already in place.)
- (5) The special event shall not impede the movement of fire-fighting equipment, ambulances or any other emergency vehicle.
- (6) All animal waste shall be removed daily from the premises which are the subject of the detailed diagram. Animals shall be kept at least 300 feet away from any residence or commercial establishment during non-operating hours of such special event.
- (7) The application shall be reviewed and approved or disapproved by the police department, fire department and other appropriate city departments identified by the city manager as well as the city manager, or his or her duly appointed representative for traffic control, security, fire and other health and safety related issues.
- (8) Any person or entity that seeks a special event permit for a race, rally or parade shall be required to pay all costs and expenses including, but not limited to, labor and overtime costs as well as materials, gasoline and equipment rental or usage incurred by the city to provide onsite police protection for any race, rally or parade and its participants as well as any costs and expenses

incurred by the city to erect and take down warning signs, cones and barricades along and about the course to be traveled by the participants in any such race, rally or parade. The city manager may require that the person or entity seeking a special event permit or to whom a special event permit is issued for a race, rally or parade post a cash bond or deposit with the town against which the town may recover all such costs and expenses. Failure to post such a cash deposit or bond may result in the denial of the special event permit application or revocation of a previously issued special event permit. Special events that are sponsored entirely, or in part, by the city may, in the sole discretion of the city, be excepted from the requirement to post a cash deposit or bond for such city-sponsored event. In the event that security precautions for the event are materially different than those contained in the special event permit application or in the event public safety is or may be compromised, then such concerns shall first be communicated by a city representative to the special event permit holder or designee of the special event permit holder in an effort to expeditiously to resolve any such public safety concerns. In the event such public safety concerns are not adequately addressed, the city manager or his or her duly appointed representative may revoke the permit.

- (9) Only one race, rally and/or parade upon and across the roads, streets and thoroughfares of the city shall be allowed per day unless otherwise approved by the city. Dates for such races, rallies and/or parades shall be assigned by the police department and maintained in the city manager's office. If two or more such race, rally and/or parade events are planned for the same date, the special event permit will be awarded first to a race, rally or parade event that is sponsored entirely by the city and/or secondarily to a traditional special event. In all other circumstances, the special event permit shall be awarded to the race, rally or parade event that first submits a fully completed permit application for the date in question.

- (10) The special event permit will be valid for a maximum period of five days. If the permit is issued in conjunction with a seasonal sales permit, this permit shall last for no more than three days and will expire the same day as the seasonal sales permit expires.

**Sec. 60-12. Insurance required for Special Events.**

- (a) The special event operator shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state and acceptable to the city. The special event operator shall furnish to the city certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the special event and be addressed as follows:

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

- (1) Public liability insurance, with minimum combined single limits of \$1,000,000 per occurrence,
- (2) Liquor liability insurance, either endorsed onto the above policy or written on a "stand alone" basis, if any of the following applies:
  - (i) The special event operator is in the business of manufacturing, selling, or distributing alcoholic beverages;
  - (ii) The special event operator serves or furnishes alcoholic beverages for a charge, whether or not such activity requires a license or is for the purpose of financial gain or livelihood; or
  - (iii) The special event operator serves or furnishes alcoholic beverages without a charge, if a license is required for such activity.

- (3) Business automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

The applicable insurance policies shall also be endorsed as follows:

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

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

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

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

The insurance requirements for special events involving traditional special events or expressive activity which enjoy protection under the United States or Texas constitutions may be waived by the city manager if, in

the sole discretion of the city manager, the special event involving expressive activity poses no substantial risk of public liability or property damage.

**Sec. 60-13. Denial and revocation.**

(a) A special event permit may be denied if:

- (1) A special event permit has been granted for another special event at the same place and time;
- (2) A traditional special event is customarily held at the same place and time as the proposed special event;
- (3) The proposed special event will unreasonably disrupt the orderly flow of traffic, and no reasonable means of rerouting traffic or otherwise meeting traffic needs is available;
- (4) The application is incomplete;
- (5) The special event operator fails to comply with, or the proposed special event will violate, a city ordinance or other applicable law, unless the prohibited conduct or activity would be allowed under this chapter;
- (6) The special event operator makes a false statement of material fact on an application for a special event permit or fails to properly complete an application for a special event permit;
- (7) The special event operator fails to provide proof that the special event operator possesses or is able to obtain a license or permit required by another city ordinance or other applicable law for the conduct of all activities included as part of the special event;
- (8) The special event operator or the property owner has had a special event permit revoked within the preceding 14 months;
- (9) The special event operator or property owner have individually or collectively entered a plea of guilty

and/or been convicted of two or more violations of a condition or a provision of a special event permit or of this chapter within the preceding 14 months;

- (10) The proposed special event would unduly burden city services and/or pose a risk to the public health, safety, or welfare;

(b) The city may revoke a special event permit if:

- (1) the special event operator fails to comply with, or the special event is in violation of, any provision of the special event permit or the detailed diagram and any amended detailed diagram of the special event, a city ordinance, or any other applicable law;
- (2) The special event operator made a false statement of material fact on an application for a special event permit; or
- (3) The special event unduly burdens city services and/or poses a risk to the public health, safety, or welfare.

(c) The special event operator and/or the property owner shall immediately, upon receiving notice that the city has revoked the special event permit, cause the special event to cease operations and close and shut down all component parts of the special event. At or about the same time, the special event operator and/or the property owner shall ask or direct all customers, visitors and patrons to leave the premises on which the special event is being held.

**Sec. 60-14. Appeal from denial or revocation of a special event permit.**

- (a) If the city manager denies the issuance of a permit or revokes a permit, the city manager shall issue written notice of the denial or revocation and of the right to an appeal. The special event operator may appeal the decision of the city manager by filing a written request for appeal of said denial or revocation with the city manager's office within five days after the date of such denial or revocation. If such appeal is not made within

this five-day period, the decision of the city manager shall be final.

- (b) The written request for appeal shall identify the contact person for the special event and provide the contact person's telephone number, e-mail address and fax number to assist in scheduling a hearing on said appeal. The written request for appeal shall also state in detail what actions have been or will be taken to guarantee that the conditions which gave rise to the revocation will not recur.
- (c) An appeal of the denial or revocation shall not stay the determination and action of the city manager, or authorize the continued or renewed operation of the special event.
- (d) The revocation appeal hearing shall, to the extent reasonably practicable, be scheduled to occur within three business days after receipt of the written request for appeal. The appeal shall be heard by the city manager or the city manager's duly authorized representative (referred to collectively as the "city manager"). The special event operator or property owner may present information regarding the revocation and the actions that have been taken or will be enacted to prevent a recurrence of the conditions that led to the permit revocation. City staff shall also be allowed to present information regarding the revocation and opine regarding the continued or renewed operation of the special event with the additional conditions proposed by the special event operator or property owner.
- (e) The city manager shall uphold the revocation or overrule the revocation. The city manager may also overrule the revocation and impose such additional conditions on the continued or renewed operation of the special event as the city manager deems prudent to avoid a recurrence of the conditions that led to the permit revocation. If the city manager overrules the permit revocation, the operation of the special event may be renewed or continued provided that any and all additional conditions for operation are enacted and observed.

- (f) Any aggrieved party may appeal the city manager's determination to the board of adjustment in the manner provided for appeals of an administrative official's decision. The special event may be renewed or continued during the pendency of an appeal to the board of adjustment if and only if the city manager overrules the permit revocation and provided that any and all additional conditions for operation imposed by the city manager are enacted and observed.

### **ARTICLE III – SPECIAL REQUIREMENTS**

#### **Sec. 60-20. Right of entry.**

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

#### **Sec. 60-21. Outdoor activities.**

- (a) All outdoor activities and entertainment must be confined to the area within the licensed premises (and if fencing is required by paragraph (a) of this section, then such activities and entertainment must be confined to the area within the fencing).
- (c) All fire lanes throughout the property on which the event takes place must be kept completely unobstructed by vehicular traffic.

#### **Sec. 60-22. Alcoholic beverages.**

- (a) Sales or service of alcoholic beverages must be in compliance with chapter 5, as amended, of this Code.
- (b) If alcoholic beverages are proposed to be served or allowed to be consumed in conjunction with the special event permit, any outside area within which alcoholic beverages are proposed to be served or consumed must be completely enclosed by a temporary (during



the term of the event only) interlocking fence of such height as may be required to satisfy the requirements of the Texas Alcoholic Beverage Commission ("TABC") regarding the designation of "licensed premises" for such purpose. If required fencing crosses a fire lane, a 20-foot wide emergency gate must be utilized and kept closed. The gate must be kept closed, but unlocked, at all times to accommodate public safety vehicles and provide an emergency exit. The fencing set-up must ensure that customers are not forced to re-enter an adjacent structure, if any, in order to vacate the licensed premises in case of an emergency.

- (c) Access points into the licensed premises must be constantly manned to prevent patrons from entering or exiting with alcoholic beverages.
- (d) A copy of the permit to use public property must be provided to the TABC or its successor agency.
- (e) Any required permit or letter of approval from the TABC and the city must be posted on the premises where the event takes place.
- (f) An alcoholic beverages permit must be applied for with the city secretary at least 15 days in advance of any special event where alcohol will be sold or served, in accordance with the requirements of chapter 5 of this code.
- (g) A copy of a current permit from TABC authorizing the special event operator to sell, dispense or otherwise serve alcohol at the location must be submitted at least 12 days prior to the event.

#### **Sec. 60-23. Tents and canopies.**

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

#### **Sec. 60-24. Food handling and Concessions.**

- (a) Food handling, and the provision and/or sale of alcoholic beverages shall be in accordance with all

federal, state, county and city statutes, ordinances, rules, regulations and guidelines.

- (b) When required by law, concessionaires and caterers must obtain a health permit from the city a minimum of 72 hours prior to the event and pay any required fees for temporary food service licenses.
- (c) It shall be the special event operator's obligation to ensure that participants, spectators, and patrons do not carry alcoholic beverages into or out of any licensed premises, if applicable.

**Sec. 60-25. Noise.**

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

**Sec. 60-26. Signs.**

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

the responsibility of the special event operator and payment is required in advance of the event.

**Sec. 60-27. Conduct of participants during special event.**

- (a) Special event participants shall not throw any articles, such as candy, toys, beads, etc., to spectators during the conduct of the special event.
- (b) Special event participants shall not engage in any conduct that may endanger other participants or spectators.
- (c) The special event operator and/or the property owner shall require special event participants to register for the special event, and will present a list of participants and related information to the city manager.

**Sec. 60-28. Public conduct during parade.**

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

**ARTICLE IV – ENFORCEMENT**

**Sec. 60-40. Offenses.**

- (a) A person commits an offense if the person:

- (1) Commences or conducts a special event without the appropriate permits or fails to comply with any requirement or condition of a special event permit or this chapter; or
  - (2) Participates in a special event for which a permit has not been granted, or for which a permit has been suspended or revoked; or
  - (3) Sets up or operates a special event in a manner inconsistent with the approved detailed diagram or any subsequently approved amended detailed diagram for such special event.
  - (4) violates any provision of a special event permit, this chapter, or any other city ordinance or applicable law, rule, standard, or regulation.
- (b) A culpable mental state is not required for the commission of an offense under this section.

**Sec. 60-41. Penalty.**

- (a) A person who violates a provision of this chapter or a requirement of a special event permit is guilty of a separate offense for each day or part of a day during which the violation is committed or continues.
- (b) Each offense is punishable by a fine not to exceed:
  - (1) \$2,000.00 for a violation of a provision of this chapter or a requirement of a special event permit governing fire safety, zoning, or public health and sanitation, including dumping or refuse; or
  - (2) \$500.00 for all other violations of this chapter or any requirements imposed on a special event permit."

**SECTION 4: REPEALER**

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

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

#### **SECTION 5: SEVERABILITY**

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

#### **SECTION 6: PENALTIES FOR VIOLATION OF THE ORDINANCE**

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

#### **SECTION 7: INJUNCTIVE RELIEF**

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

#### **SECTION 8: PUBLICATION**

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

#### **SECTION 9: ENGROSSMENT AND ENROLLMENT**

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

#### **SECTION 10: SAVINGS**

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

#### **SECTION 11: EFFECTIVE DATE**

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

**PASSED** on first reading on the \_\_\_\_ day of August, 2014, and second reading on the \_\_\_\_ 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 THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

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

**ATTEST:**

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: Consider, discuss and act upon wastewater rates per recommendations from rate study performed by NewGen Strategies

- Memorandum from Chris Ekrut is attached for review.

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



1300 E. Lookout Drive  
Suite 100  
Richardson, TX 75082  
Phone: (972) 680-2000  
Fax: (92) 680-2007

## Memorandum

**To:** Mr. Ben White  
**From:** Mr. Chris Ekrut  
**Date:** August 6, 2014  
**Re:** Review of Water and Sewer Rate Revenue

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NewGen Strategies & Solutions, LLC ("NewGen") was engaged by the City of Farmersville, Texas ("City") to perform a review of water and sewer rate revenue performance and provide our opinion of the necessity of proposed rate increases for FY 2015. This memorandum and the accompanying documents outline our analysis and recommendations.

Please note that this analysis relies on assumptions regarding future system use. As you are aware, the Dallas – Ft. Worth Metroplex continues to experience significant drought which has required the implementation of stringent water restrictions. These restrictions have significantly impacted water consumption and, in turn, the generation of water and wastewater revenue. While this analysis has attempted to capture this impact, further reduction in water consumption may require amendment to this analysis and expedited rate action by the City Council.

### Proposed Rates

Based on information provided by the City, and as part of implementing the final recommendations contained within the City's most recently completed rate study conducted in March 2011, Table 1 and Table 2 below outline the City's current Inside City, Residential water and wastewater rates along with the adjustments currently being considered by the City. Table 3 below presents the total increase in a 5,000 and 10,000 gallon Residential customer bill, assuming services through a 3/4" or less meter, under the current and proposed rates, respectively.



# Memorandum

Mr. Ben White  
August 6, 0214  
Page 2

**Table 1**  
**Current and Proposed Water Rates**

	<b>Current</b>	<b>Proposed</b>
Meter Charge		
3/4" or less	\$11.91	\$12.69
1"	19.59	20.89
1.5"	38.80	41.41
2"	61.85	66.02
3"	69.54	74.23
4"	192.49	205.52
6"	384.59	410.66
Volumetric Charge (per 1,000 gallons)		
0 – 1,000	0.00	0.00
1,000 – 10,000	5.46	5.83
10,000 – 20,000	7.18	7.68
20,000 +	8.88	9.51

**Table 2**  
**Current and Proposed Wastewater Rates**

	<b>Current</b>	<b>Proposed</b>
Base Charge	\$25.26	\$31.07
Volumetric Charge (per 1,000 gallons) above 1,000 gallon minimum	7.87	9.68

# Memorandum

Mr. Ben White  
August 6, 2014  
Page 3

**Table 3**  
**Current and Proposed Monthly Customer Bill at 5,000 and 10,000 gallons**

	Current	Proposed	Increase
5,000 gallons			
Water	\$33.75	\$36.01	\$2.26
Wastewater	<u>56.74</u>	<u>69.79</u>	<u>13.05</u>
Total	\$90.49	\$105.80	\$15.31
10,000 gallons			
Water	\$61.05	\$65.16	\$4.11
Wastewater	<u>96.09</u>	<u>118.19</u>	<u>22.10</u>
Total	\$157.14	\$183.35	\$26.21

## Projected Financial Performance

To evaluate the anticipated performance of the above rates, the Project Team has projected an anticipated revenue stream for FY 2015 under the existing rate structure as well as the proposed rate structure. In an effort to produce a conservative revenue estimate reflecting the current, mandatory watering restrictions to which the City is subject, the Project Team relied on actual billed customer consumption and wastewater flow for the most recent available twelve month period (July 2013 to June 2014).

This projected revenue stream was then compared with the preliminary FY 2015 budget figures as provided to the Project Team. Table 4 below presents a summary of this analysis. For more detailed figures, please see the attached schedules.

**Table 4**  
**Anticipated Financial Performance Under Current and Projected Rates**

	Water	Wastewater	Total
Performance Under Current Rates			
Total Revenue Requirement	\$926,985	\$911,335	\$1,838,320
Projected Revenue Under Current Rates	<u>876,346</u>	<u>733,284</u>	<u>1,609,630</u>
Over / (Under) Recovery	(50,639)	(178,051)	(228,690)
Performance Under Projected Rates			
Total Revenue Requirement	\$926,985	\$911,335	\$1,838,320
Projected Revenue Under Current Rates	<u>936,166</u>	<u>902,364</u>	<u>1,838,530</u>
Over / (Under) Recovery	9,181	(8,971)	210

# Memorandum

Mr. Ben White  
August 6, 0214  
Page 4

As evidenced by Table 4 above, if no rate action is taken, then it is anticipated that the water and sewer utility will produce insufficient revenues by approximately (\$228,690). If rates are implemented as proposed, then the water and sewer utility is anticipated to break-even in FY 2015. This assumes that current water consumption and billed wastewater flow in FY 2015 will be reflective of customer use similar to July 2013 to June 2014. In the event consumption declines further, then a greater adjustment to rates may be needed.

The Project Team also compared the projected revenue requirement in FY 2015 with the revenue requirement originally projected in the 2011 Water and Sewer Rate Study. This analysis is presented in the attached Schedule 3. Based on this analysis, it appears that the utility's projected costs are less than anticipated within the rate study. For the sewer utility, much of this cost differential is due to the absence of a \$277,004 anticipated debt service payment, anticipated capital investment which the City has not had to pursue at this time. However, while this anticipated debt service cost has not been realized, other cost increases have offset this reduction. Further, because of the reduction in billed water consumption and wastewater flow, the anticipated revenue stream of the utility is less than what was anticipated in the 2011 Water and Sewer Rate Study. These decreases in revenue are more than offset by the decreases in anticipated costs, resulting in no changes to the original rate recommendation.

## Regional Comparison

Assuming implementation of the rates above, the attached Schedule 6 presents a comparison of the monthly customer bills for the City's Residential customers at 5,000 and 10,000 gallons with monthly Residential bills for customers of utilities of similar size, geographic orientation, and/or capital needs. Please note that this is not an apples-to-apples comparison. Every utility is different in terms of its funding sources and practices, water supply, and/or wastewater treatment.

Additionally, while the Project Team notes that the City is projected to have the highest monthly wastewater bill within the comparison group, the majority of these Cities bill wastewater flow based on total billed water consumption. As such, during the summer, customers of these utilities would see a significantly higher sewer bill than they would during the winter. The Cities using winter averaging to determine monthly billed wastewater flow include Corinth, Hudson Oaks, and McKinney. A more accurate comparison during summer months would be to compare the City's sewer charges at 5,000 gallons to sewer charges at 10,000 gallons for those cities that do not utilize winter averaging.

At this time, the Project Team recommends that the City continue to use winter averaging for Residential sewer billing as it, in our opinion, is the best estimation of indoor water use and reflective of the water being returned to the wastewater system.

# Memorandum

Mr. Ben White  
August 6, 2014  
Page 5

## Overall Recommendations

As discussed, the Project Team recommends that the proposed rates presented herein be adopted and made effective no later than October 1, 2014. It is our understanding that the City has already taken action regarding the proposed water rates. We would encourage the City to do the same with wastewater rates as part of on-going budget deliberations so as to ensure the continued financial stability and integrity of the City's utility.

We appreciate the opportunity to assist the City in conducting this analysis and stand ready to answer any additional questions the City may have. Please feel free to contact me at 972.232.2234 or via e-mail at [cekrut@newgenstrategies.net](mailto:cekrut@newgenstrategies.net).

City of Farmersville, Texas  
Water and Wastewater Rate Review  
FY 2015 Water Rate Revenue Proof Under Current Rates

		Inside		Outside City		Total
		City	Old	New		
Rates						
Meter						
3/4" or less	\$	11.91	\$	17.87	\$	23.82
1"		19.59		29.39		39.18
1 1/2"		38.80		58.20		77.60
2"		61.85		92.78		123.70
3"		69.54		104.31		139.08
4"		192.49		288.74		384.98
6"		384.59		576.89		769.18
Volumetric Charge (per 1,000 gallons)						
0 - 1,000	\$	-	\$	-	\$	-
1,000 - 10,000		5.46		8.19		10.92
10,000 - 20,000		7.18		10.77		14.36
20,000 - 50,000		8.88		13.32		17.76
50000 +		8.88		13.32		17.76

**Determinants**

## Monthly Customers

3/4" or less	1,125	35	71	1,231
1"	21	-	-	21
1 1/2"	3	-	-	3
2"	36	-	-	36
3"	1	-	-	1
4"	2	-	-	2
6"	-	-	-	-
Subtotal	1,187	35	71	1,293

## Volumes (000's)

0 - 1,000	13,488	405	823	14,715
1,000 - 10,000	52,543	1,662	3,591	57,795
10,000 - 20,000	10,212	368	843	11,423
20,000 - 50,000	10,527	221	560	11,307
50000 +	12,167	159	250	12,576
Subtotal	98,936	2,814	6,067	107,817

**Revenues**

## Meter Charge

3/4" or less	\$	160,809	\$	7,434	\$	20,199	\$	188,442
1"		4,839		-		-		4,839
1 1/2"		1,474		-		-		1,474
2"		26,472		-		-		26,472
3"		834		-		-		834
4"		4,235		-		-		4,235
6"		-		-		-		-
Subtotal	\$	198,663	\$	7,434	\$	20,199	\$	226,296

## Volumetric Charge

0 - 1,000	\$	-	\$	-	\$	-	\$	-
1,000 - 10,000		286,884		13,609		39,212		339,705
10,000 - 20,000		73,321		3,959		12,111		89,392
20,000 - 50,000		93,481		2,937		9,940		106,358
50,000 +		108,044		2,118		4,433		114,595
Subtotal	\$	561,730	\$	22,623	\$	65,696	\$	650,049

Total Water Revenues \$ 760,393 \$ 30,057 \$ 85,895 \$ 876,345

## Rate Revenue Requirement

\$ 926,985

## Over / (Under) Recovery (\$)

(50,640)

## Over / (Under) Recovery (%)

-5.78%

## Monthly Customer Bills:

5,000 gallons	\$	33.75	\$	50.63	\$	67.50
10,000 gallons	\$	61.05	\$	91.58	\$	122.10

City of Farmersville, Texas  
Water and Wastewater Rate Review  
FY 2015 Sewer Rate Revenue Proof Under Current Rates

	Inside City		Outside City (After 1985)		
	W/Averaging	Commercial	W/Averaging	Commercial	Total
Rates					
Base Charge	\$ 25.26	\$ 25.26	\$ 22.08	\$ 22.08	
Volumetric Rate (per 1,000 gallons)					
0 - 1,000	\$ -	\$ -	\$ -	\$ -	
1,000 - 7,000	7.87	7.87	6.88	6.88	
7,000 - 15,000	7.87	7.87	6.88	6.88	
15,000+	-	7.87	-	6.88	
Determinants					
Monthly Customers	882	141	1	1	1,025
Volumes					
0 - 1,000	10,339	1,412	8	12	11,771
1,000 - 7,000	32,683	4,184	21	64	36,952
7,000 - 15,000	4,086	2,920	-	11	7,017
15,000+	724	9,741	-	-	10,465
Subtotal	47,831	18,257	29	87	66,205
Determinants					
Monthly Customers	\$ 267,478	\$ 42,765	\$ 177	\$ 265	\$ 310,685
Volumes					
0 - 1,000	\$ -	\$ -	\$ -	\$ -	\$ -
1,000 - 7,000	257,212	32,926	145	441	290,724
7,000 - 15,000	32,157	22,983	-	75	55,215
15,000+	-	76,660	-	-	76,660
	\$ 289,369	\$ 132,569	\$ 145	\$ 516	\$ 422,599
Total Revenues	\$ 556,847	\$ 175,334	\$ 322	\$ 781	\$ 733,284
Rate Revenue Requirement					\$ 911,335
Over / (Under) Recovery (\$)					(178,051)
Over / (Under) Recovery (%)					-24.28%
Monthly Customer Bills:					
5,000 gallons	\$ 56.74	\$ 56.74	\$ 49.60	\$ 49.60	
10,000 gallons	\$ 96.09	\$ 96.09	\$ 84.00	\$ 84.00	

City of Farmersville, Texas  
Water and Wastewater Rate Review  
Comparison of FY 2015 Projection to FY 2015 Budget

	Original FY 2015 Projection			FY 2015 Budget		
	<u>Total</u>	<u>Water</u>	<u>Sewer</u>	<u>Total</u>	<u>Water</u>	<u>Sewer</u>
<b>Water and Sewer Administration</b>						
Personnel	\$ 134,964	\$ 62,085	\$ 72,878	\$ 113,035	\$ 51,998	\$ 61,037
Maintenance	2,301	1,058	1,242	8,289	3,813	4,476
Utilities				20,000	9,200	10,800
Contracts and Professional Services	5,639	2,594	3,045	300	138	162
Operating	18,045	8,301	9,744	-	-	-
Supplies	1,410	649	761	500	230	270
Miscellaneous	1,692	778	914	2,400	1,104	1,296
Subtotal	\$ 164,050	\$ 75,466	\$ 88,584	\$ 144,524	\$ 66,483	\$ 78,041
<b>Water Department</b>						
Personnel	\$ 108,419	\$ 108,419	\$ -	\$ 122,223	\$ 122,223	\$ -
Contracts and Professional Services	6,767	6,767	-	57,655	57,655	-
Maintenance	104,887	104,887	-	5,000	5,000	-
Utilities				26,250	26,250	-
Operating Expenditures	42,539	42,539	-	-	-	-
Supplies	534,697	534,697	-	560,552	560,552	-
Miscellaneous	10,601	10,601	-	95,968	95,968	-
Capital Outlay	15,000	15,000	-	-	-	-
Transfers	49,951	49,951	-	121,874	121,874	-
Subtotal	\$ 872,861	\$ 872,861	\$ -	\$ 989,522	\$ 989,522	\$ -
<b>Sewer Department</b>						
Personnel	\$ 127,266	\$ -	\$ 127,266	\$ 153,884	\$ -	\$ 153,884
Contracts and Professional Services	6,767	-	6,767	11,500	-	11,500
Maintenance	291,423	-	291,423	289,023	-	289,023
Utilities				11,000	-	11,000
Operating Expenditures	12,379	-	12,379	-	-	-
Supplies	846	-	846	10,500	-	10,500
Miscellaneous	2,736	-	2,736	39,000	-	39,000
Debt Service - Existing	113,775	-	113,775	133,261	-	133,261
Debt Service - New	277,004	-	277,004	-	-	-
Capital Outlay	10,000	-	10,000	62,000	-	62,000
Transfers	42,701	-	42,701	144,601	-	144,601
Subtotal	\$ 884,896	\$ -	\$ 884,896	\$ 854,769	\$ -	\$ 854,769
<b>Non-Departmental</b>						
Transfers in from Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin Support - General Fund Transfer	22,851	12,200	10,651	-	-	-
Right of Way Rental	1,646	879	767	-	-	-
Water - General Fund	177,220	177,220	-	-	-	-
Sewer - General Fund	9,118	-	9,118	-	-	-
Subtotal	\$ 210,835	\$ 190,299	\$ 20,536	\$ -	\$ -	\$ -
<b>Gross Cost of Service</b>	<b>\$ 2,132,642</b>	<b>\$ 1,138,626</b>	<b>\$ 994,017</b>	<b>\$ 1,988,815</b>	<b>\$ 1,056,005</b>	<b>\$ 932,810</b>

City of Farmersville, Texas  
Water and Wastewater Rate Review  
Comparison of FY 2015 Projection to FY 2015 Budget

	Original FY 2015 Projection			FY 2015 Budget		
	Total	Water	Sewer	Total	Water	Sewer
Revenue Offsets						
Water						
CC Convenience Fee	\$ 1,400	\$ 703	\$ 697	\$ -	\$ -	\$ -
Connect Fee	2,999	2,999	-	3,500	3,500	-
Other Sys Water Sales	131,990	131,990	-	99,000	99,000	-
Water Tap	-	-	-	3,700	3,700	-
Water Penalties / Reconnect	8,397	8,397	-	18,000	18,000	-
Developer Contributions	-	-	-	-	-	-
Other Income	-	-	-	500	500	-
Impact Fee	-	-	-	4,055	4,055	-
Wastewater						
Sewer Tap	-	-	-	-	-	-
Sewer Penalties	7,861	-	7,861	16,800	-	16,800
Impact Fee	-	-	-	4,440	-	4,440
Transfers in	-	-	-	-	-	-
Non-Departmental						
Interest Income	2,000	1,005	995	500	265	235
Subtotal	\$ 154,647	\$ 145,094	\$ 9,553	\$ 150,495	\$ 129,020	\$ 21,475
Net Revenue Requirement	\$ 1,977,995	\$ 993,532	\$ 984,463	\$ 1,838,320	\$ 926,985	\$ 911,335

Projected Rate Revenues under Current Rates	\$ 1,609,629	\$ 876,345	\$ 733,284
Over / (Under) Recovery (\$)	(228,691)	(50,640)	(178,051)
Over / (Under) Recovery (%)	-14.21%	-5.78%	-24.28%
Projected Rate Revenues under Proposed Rates	\$ 1,838,530	\$ 936,166	\$ 902,364
Over / (Under) Recovery (\$)	210	9,181	(8,971)
Over / (Under) Recovery (%)	0.01%	0.98%	-0.99%



City of Farmersville, Texas  
Water and Wastewater Rate Review  
FY 2015 Water Rate Revenue Proof (Rates Effective July 2014)

	Inside City	Old	Outside City New	Total
<b>Rates</b>				
<b>Meter</b>				
3/4" or less	\$ 12.69	\$ 19.04	\$ 25.38	
1"	20.89	31.34	41.78	
1 1/2"	41.41	62.12	82.82	
2"	66.02	99.03	132.04	
3"	74.23	111.35	148.46	
4"	205.52	308.28	411.04	
6"	410.66	615.99	821.32	
<b>Volumetric Charge (per 1,000 gallons)</b>				
0 - 1,000	\$ -	\$ -	\$ -	
1,000 - 10,000	5.83	8.75	11.66	
10,000 - 20,000	7.68	11.52	15.36	
20,000 - 50,000	9.51	14.27	19.02	
50,000 +	9.51	14.27	19.02	

**Determinants****Monthly Customers**

3/4" or less	1,125	35	71	1,231
1"	21	-	-	21
1 1/2"	3	-	-	3
2"	36	-	-	36
3"	1	-	-	1
4"	2	-	-	2
6"	-	-	-	-
<b>Subtotal</b>	<b>1,187</b>	<b>35</b>	<b>71</b>	<b>1,293</b>

**Volumes (000's)**

0 - 1,000	13,488	405	823	14,715
1,000 - 10,000	52,543	1,662	3,591	57,795
10,000 - 20,000	10,212	368	843	11,423
20,000 - 50,000	10,527	221	560	11,307
50,000 +	12,167	159	250	12,576
<b>Subtotal</b>	<b>98,936</b>	<b>2,814</b>	<b>6,067</b>	<b>107,817</b>

**Revenues****Meter Charge**

3/4" or less	\$ 171,340	\$ 7,921	\$ 21,522	\$ 200,783
1"	5,160	-	-	5,160
1 1/2"	1,574	-	-	1,574
2"	28,257	-	-	28,257
3"	891	-	-	891
4"	4,521	-	-	4,521
6"	-	-	-	-
<b>Subtotal</b>	<b>\$ 211,743</b>	<b>\$ 7,921</b>	<b>\$ 21,522</b>	<b>\$ 241,185</b>

**Volumetric Charge**

0 - 1,000	\$ -	\$ -	\$ -	\$ -
1,000 - 10,000	306,325	14,540	41,869	362,733
10,000 - 20,000	78,427	4,235	12,955	95,617
20,000 - 50,000	100,113	3,147	10,645	113,905
50,000 +	115,709	2,269	4,747	122,725
<b>Subtotal</b>	<b>\$ 600,574</b>	<b>\$ 24,190</b>	<b>\$ 70,216</b>	<b>\$ 694,980</b>

**Total Water Revenues**

\$ 812,316	\$ 32,111	\$ 91,738	\$ 936,166
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**Rate Revenue Requirement**

\$ 926,985

**Over / (Under) Recovery (\$)**

9,181

**Over / (Under) Recovery (%)**

0.98%

**Monthly Customer Bills:**

5,000 gallons	\$ 36.01	\$ 54.04	\$ 72.02
<i>Increase over Current</i>	<i>2.26</i>	<i>3.41</i>	<i>4.52</i>
10,000 gallons	\$ 65.16	\$ 97.79	\$ 130.32
<i>Increase over Current</i>	<i>4.11</i>	<i>6.21</i>	<i>8.22</i>

City of Farmersville, Texas  
Water and Wastewater Rate Review  
FY 2015 Sewer Rate Revenue Proof (Proposed Rates)

	Inside City		Outside City (After 1985)		
	W/Averaging	Commercial	W/Averaging	Commercial	Total
Rates					
Base Charge	\$ 31.07	\$ 31.07	\$ 35.73	\$ 35.73	
Volumetric Rate (per 1,000 gallons)					
0 - 1,000	\$ -	\$ -	\$ -	\$ -	
1,000 - 7,000	9.68	9.68	11.13	11.13	
7,000 - 15,000	9.68	9.68	11.13	11.13	
15,000+	-	9.68	-	11.13	
Determinants					
Monthly Customers	882	141	1	1	1,025
Volumes					
0 - 1,000	10,339	1,412	8	12	11,771
1,000 - 7,000	32,683	4,184	21	64	36,952
7,000 - 15,000	4,086	2,920	-	11	7,017
15,000+	724	9,741	-	-	10,465
Subtotal	47,831	18,257	29	87	66,205
Determinants					
Monthly Customers	\$ 329,000	\$ 52,602	\$ 286	\$ 429	\$ 382,316
Volumes					
0 - 1,000	\$ -	\$ -	\$ -	\$ -	\$ -
1,000 - 7,000	316,368	40,498	235	713	357,814
7,000 - 15,000	39,552	28,269	-	121	67,942
15,000+	-	94,291	-	-	94,291
	\$ 355,920	\$ 163,058	\$ 235	\$ 835	\$ 520,048
Total Revenues	\$ 684,921	\$ 215,659	\$ 521	\$ 1,264	\$ 902,364
Rate Revenue Requirement					\$ 911,335
Over / (Under) Recovery (\$)					(8,971)
Over / (Under) Recovery (%)					-0.99%
Monthly Customer Bills:					
5,000 gallons	\$ 69.79	\$ 69.79	\$ 80.25	\$ 80.25	
Increase over Current	13.05	13.05	30.65	30.65	
10,000 gallons	\$ 118.19	\$ 118.19	\$ 135.90	\$ 135.90	
Increase over Current	22.10	22.10	51.90	51.90	

City of Farmersville, Texas  
Water and Wastewater Rate Review  
Comparison of Monthly Water and Sewer Charges

Water					
	5,000 gallons			10,000 gallons	
Frognot WSC	\$	51.75	Frognot WSC	\$	79.25
Hudson Oaks		49.55	Royse City		75.20
Cash SUD		45.25	Princeton		74.59
Lavon WSC		45.00	Aledo		71.79
Royse City		43.20	Caddo Mills		68.55
Blue Ridge		41.50	Cash SUD		67.25
Caddo Mills		39.96	Lavon WSC		66.25
Aledo		39.83	Hudson Oaks		65.60
Corinth		37.12	Blue Ridge		65.25
Josephine		36.24	Farmersville (FY 2015)		65.16
Farmersville (FY 2015)		36.01	Farmersville (Current)		61.05
Celina		35.48	Celina		60.28
North Collin WSC		34.30	Josephine		59.24
Farmersville (Current)		33.75	Celeste		55.50
Celeste		33.00	North Collin WSC		55.30
Princeton		31.19	Corinth		50.97
McKinney		28.73	McKinney		45.38
Wylie		25.79	Wylie		44.29
Greenville		23.35	Greenville		42.44

<b>Monthly Bill Increase</b>	<b>\$</b>	<b>2.26</b>	<b>\$</b>	<b>4.11</b>
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Sewer					
5,000 gallons		10,000 gallons			
Farmersville (FY 2015)	\$	69.79	Farmersville (FY 2015)	\$	118.19
Royse City		59.97	Royse City		107.32
Farmersville (Current)		56.74	Farmersville (Current)	\$	96.09
Corinth		49.39	Corinth		77.39
Aledo		43.52	Aledo		74.82
Hudson Oaks		41.90	Princeton		69.30
Princeton		41.00	Celina		66.44
Celina		37.79	Hudson Oaks		65.80
Wylie		35.00	Greenville		57.60
Greenville		30.35	McKinney		46.08
McKinney		29.08	Celeste		41.00
Caddo Mills		27.00	Blue Ridge		35.00
Celeste		26.00	Wylie		35.00
Blue Ridge		22.50	Caddo Mills		32.00
Josephine		20.26	Josephine		25.00

<b>Monthly Bill Increase</b>	<b>\$</b>	<b>13.05</b>	<b>\$</b>	<b>22.10</b>
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Total Combined Monthly Bill				
5,000 gallons			10,000 gallons	
Farmersville (FY 2015)	\$	105.80	Farmersville (FY 2015)	\$ 183.35
Royse City		103.17	Royse City	182.52
Hudson Oaks		91.45	Farmersville (Current)	\$ 157.14
Farmersville (Current)	\$	90.49	Aledo	146.61
Corinth		86.51	Princeton	143.89
Aledo		83.35	Hudson Oaks	131.40
Celina		73.27	Corinth	128.36
Princeton		72.19	Celina	126.72
Caddo Mills		66.96	Caddo Mills	100.55
Blue Ridge		64.00	Blue Ridge	100.25
Wylie		60.79	Greenville	100.04
Celeste		59.00	Celeste	96.50
McKinney		57.81	McKinney	91.46
Josephine		56.50	Josephine	84.24
Greenville		53.70	Wylie	79.29

<b>Monthly Bill Increase</b>	<b>\$</b>	<b>15.31</b>	<b>\$</b>	<b>26.21</b>
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TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: Consider, discuss and act upon an interconnection agreement with Sharyland Utilities

- An agreement is attached for review.

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

**Distribution  
Interconnection Agreement**

**between**

**Sharyland Utilities, L.P.**

**and**

**Farmersville Electric**

**Dated: August 12, 2014**

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

This Agreement is made and entered into as of the 12<sup>th</sup> day of August, 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 two (2) 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.

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

3.10 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	Delivery Voltage [kV]	LDF Charge Type <sup>(1)</sup>	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]
1	Farmersville 1	24.5	OHL	24.5	See Tariff	8,200
2	Farmersville 2	24.5	OHL	24.5	See Tariff	0

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)

## **Exhibit B**

### **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:** No
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes, see Exhibit E
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
  - Sharyland owns the following facilities: See Exhibit D
  - Farmersville owns the following facilities: None
9. **Facility Operation Responsibilities of the Parties:**
  - Sharyland will operate those facilities 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

## **Exhibit C**

### **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:** Yes
6. **Normal Operation of Interconnection:** Open
7. **One-Line Diagram Attached:** Yes, see Exhibit F
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
  - Sharyland owns the following facilities: Disconnect switch
  - Farmersville owns the following facilities: None
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

# Exhibit D

## FACILITY ASSETS 2014

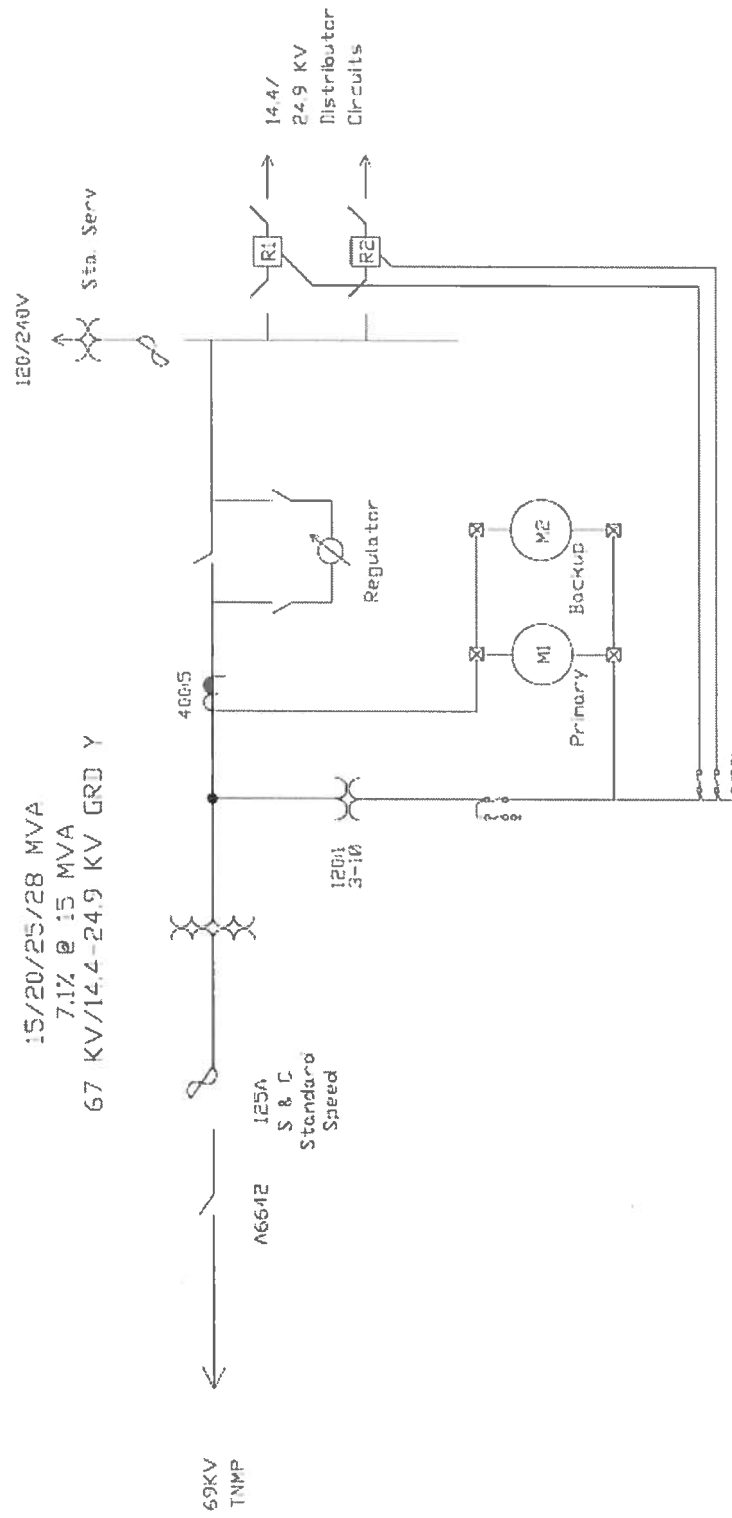
Unit Number	Unit Name	Description	Type	QTY.
<b>Unit 2 Parent</b>	<b>Buss Structures</b>			<b>9</b>
2	Buss Structures	25kV	T- Frame Wooden/Concrete	3
2	Buss Structures	25kV	T- Frame Galvanized 12' I beam	2
2	Buss Structures	Wood X-arm 6 3/4"x9"x42"	Transformer Truss & Column - (Low Side)	1
2	Buss Structures	69 KV	3 Phase Switch Stand - Galv. Steel	1
2	Buss Structures	40' Lightning Masts		2
<b>Check</b>	<b>Buss Structures</b>			<b>9</b>
<b>Unit 3 Parent</b>	<b>Air Break Switches</b>			<b>3</b>
3	Air Break Switches	138kV Disconnect Switches (A-Frame Mounted)Fused		3
<b>Check</b>	<b>Air Break Switches</b>			<b>3</b>
<b>Unit 3 Parent</b>	<b>Air Break Switches</b>			<b>2</b>
3	Air Break Switches	69KV Three Pole Group-Operated Horizontal Vertical Break		1
3	Air Break Switches	Three Pole Group-Operated Vertical Mount Side Break		1
<b>Check</b>	<b>Air Break Switches</b>			<b>2</b>
<b>Unit 4 Parent</b>	<b>Lighting Arresters</b>			<b>15</b>
4	Lighting Arresters	Substation - Low Side	Porcelain - MCOV	6
4	Lighting Arresters	Substation - Low Side	Polymer - MCOV	6
4	Lighting Arresters	Transformer - High Side	Porcelain - MCOV	3
<b>Check</b>	<b>Lighting Arresters</b>			<b>15</b>
<b>Unit 5 Parent</b>	<b>Disconnect Switches</b>			<b>16</b>
5	Disconnect Switches	Distribution - Source Side	Single Disconnect 23STV-6P3	6
5	Disconnect Switches	Distribution - Load Side	Tandem Transfer 23TTV-6P3	6
5	Disconnect Switches	Regulator	Regulator Bypass	3
5	Disconnect Switches	Service Transformer	Fused Cutout SMD-20	1
<b>Check</b>	<b>Disconnect Switches</b>			<b>16</b>
<b>Unit 6 Parent</b>	<b>Circuit Breakers</b>			<b>1</b>
6	Circuit Breakers	Gas Circuit Breaker	SF-6 Gas	1
<b>Check</b>	<b>Circuit Breakers</b>			<b>1</b>
<b>Unit 7 Parent</b>	<b>Meters</b>			<b>2</b>
7	Meters		Form 9S	2
<b>Check</b>	<b>Meters</b>			<b>2</b>
<b>Unit 8 Parent</b>	<b>Instrument Transformers</b>			<b>6</b>
8	Instrument Transformers	Low Side Current	JKS-6	3
8	Instrument Transformers	Low Side Potential		3
<b>Check</b>	<b>Instrument Transformers</b>			<b>6</b>
<b>Unit 10 Parent</b>	<b>Transformers</b>			<b>1</b>
10	Transformers	Power Transformer	CLASS OA/FA/FA	1
<b>Check</b>	<b>Transformers</b>			<b>1</b>
<b>Unit 10 Parent</b>	<b>Transformers</b>			<b>1</b>
10	Transformers	Station Service Transformer	120/240/14.4	1
<b>Check</b>	<b>Transformers</b>			<b>1</b>

Unit Number	Unit Name	Description	Type	QTY.
Unit 11 Parent	Transformer Bushings			7
11	Transformer Bushings	High side	"O - PLUS - C"	3
11	Transformer Bushings	Low side	"O - PLUS - C"	4
Check	Transformer Bushings			7
Unit 12 Parent	Regulators			3
12	Regulators	Single Phase	JFR	3
Check	Regulators			3
Unit 13 Parent	Fence			400
13	Fence	Station Fence	Chain Link Fabric w/1' Barb wire	400
Check	Fence			400
Unit 13 Parent	Fence			2
13	Fence	Station Gate 20'		1
13	Fence	Station Walk-Through Gate		1
Check	Fence			2
Unit 14 Parent	Conduit			1580
14	Conduit		PVC	800
14	Conduit		PVC	620
14	Conduit		EMT	160
Check	Conduit			1580
Unit 15 Parent	Control Cable			1050
15	Control Cable			1000
15	Control Cable	Fiber Optic Cables to Regulator		50
Check	Control Cable			1050
Unit 16 Parent	Conductor			860
16	Conductor	Aluminum	AAC	560
16	Conductor	Aluminum		300
Check	Conductor			860
Unit 16 Parent	Conductor			2000
16	Conductor	Copper		100
16	Conductor	Copper		200
16	Conductor	Copper		500
16	Conductor	Copper		1200
Check	Conductor			2000
Unit 18 Parent	Foundations			1
18	Foundations	Regulators Foundation		1
Check	Foundations			1
Unit 18 Parent	Foundations			2
18	Foundations	Transformer Foundation		2
Unit 18 Check	Foundations			2
Unit 18 Parent	Foundations			2
18	Foundations	25kV Circuit Breaker Foundation		2
Check	Foundations			2
Unit 18 Parent	Foundations			1
18	Foundations	Communication Tower Foundation		1
Check	Foundations			1

Unit Number	Unit Name	Description	Type	QTY.
<b>Unit 19 Parent Buildings</b>				<b>1</b>
19	Buildings	Control Building Foundation		1
Check	Buildings			1
<b>Unit 21 Parent Station Grounding</b>				<b>1091</b>
21	Station Grounding	Copper	7 Strand Cu	1080
21	Station Grounding	Ground Rods	Copper Clad	11
Check	Station Grounding			1091
<b>Unit 22 Parent Yard Lights</b>				<b>8</b>
22	Yard Lights		Mercury Vapor	4
22	Yard Lights		High Pressure Sodium	4
Check	Yard Lights			8
<b>Unit 23 Parent Insulators</b>				<b>31</b>
23	Insulators	138kV	Porcelain Suspension	10
23	Insulators	25kV Porcelain Insulator, (3 Req) LAPP #9000-70		3
23	Insulators	25KV porcelain Insulator, 14.4	Post Insulators	12
23	Insulators	Poxalator	Polymer Suspension	6
Check	Insulators			31
<b>Unit 24 Parent Reclosers</b>				<b>2</b>
24	Reclosers	27kV	GVR	2
Check	Reclosers			2
<b>Unit 26 Parent Batteries</b>				<b>2</b>
26	Batteries	48 Volt DC system	3DJ-200	1
26	Batteries	24 Volt DC system	M12V105FT	1
Check	Batteries			2
<b>Unit 27 Parent Battery Charger</b>				<b>1</b>
27	Battery Charger	24 Volt		1
Check	Battery Charger			1
<b>Unit 29 Parent SCADA Equipment</b>				<b>1</b>
29	SCADA Equipment	Antenna	Yagi	1
Check	SCADA Equipment			1
<b>Inconsistencies</b>				
<b>Property Record</b>				
Unit 29 Parent				
29	SCADA Equipment	RTU		1
<b>Property Record</b>				
Unit 29 Parent				
29	SCADA Equipment	Radios		1
Ledger				
Unit 29 Parent	SCADA Equipment	SCADA Radio	1993	2
<b>Property Record</b>				
Unit 10 Parent				
10	Transformers	Power Transformer	Class OA/FA	1

# Exhibit E

## ONE-LINE DIAGRAM FARMERSVILLE 1



Note:  
R1 & R2 - Viper Recloser with SEL 351R Control  
M1 & M2 - Transoacta Mark V  
X - Test Switch



Exhibit F

ONE-LINE DIAGRAM FARMERSVILLE 2

# NE Farmersville

Directory

AMPS

AMP	KW	KVAR
A 0	0	0
B 0	0	0
C 1	0	0
N 0	Total 0	0
F.Amp 0	FLoc 0.00	
REMOTE DISABLED	STANDARD SETTINGS	

Relay Alarms:

WARN	LAC	BATT
Relay 1 NORMAL	LAC	NORMAL

VOLTA 125  
VOLTB 125  
VOLTC 125

R  
G

LOCKOUT

\* Hot Tag



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: August 12, 2014  
SUBJECT: Workshop – Discuss Proposed Fiscal Year Budget 2014 – 2015

- Budget information will be presented at the meeting

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