

**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
September 9, 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.
  - Old Time Saturday Proclamation for October 4<sup>th</sup>.

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually.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Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.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

- A. Consider, discuss and act upon approving the Community Development Corporation Proposed Projects for Budget Year 2014-2015
- B. Consider, discuss and act upon approving the Economic Development Corporation Proposed Projects for Budget Year 2014-2015
- C. Consider, discuss and act upon an agreement between Collin County and the City of Farmersville regarding Road Improvements
- D. Consider, discuss and act upon an agreement with Tantalus Systems Inc. for the Advanced Metering Infrastructure System
- E. Consider, discuss and act upon a ballot from Texas Municipal League Intergovernmental Risk Pool Board of Trustees election
- F. Receive information regarding the Farmersville Towne Centre
- G. Receive information regarding the Farmersville Heritage Museum
- H. Receive information regarding the Emergency Preparedness exercise
- I. Receive information regarding watering conditions from North Texas Municipal Water District
- J. Consider, discuss and act upon a resolution to sell City assets through Rene Bates Auction

#### **V. READING OF ORDINANCES**

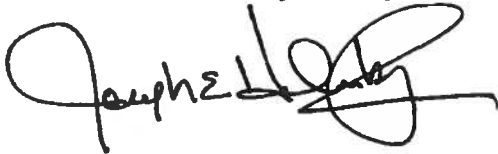
- A. Only Reading – Consider, discuss and act upon an Ordinance to adopt the budget for the fiscal year 2014-2015
- B. Only Reading – Consider, discuss and act upon an Ordinance to adopt the General Obligation Bond Series 2012 annual budget for fiscal year 2014-2015

- C. Only Reading – Consider, discuss and act upon an Ordinance to adopt the Tax Rate for fiscal year 2014-2015
- D. Only Reading – Consider, discuss and act upon an Ordinance to adopt the 2014 Tax Appraisal Roll
- E. First Reading – Consider, discuss and act upon an ordinance amending the Master Fee Schedule regarding sewer rate increase
- F. First Reading – Consider, discuss and act upon an ordinance to rescind the Food Inspection Ordinance #2009-42
- G. First Reading – Consider, discuss and act upon an ordinance regarding Special Events

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

**VII. ADJOURNMENT**

**Dated this the 5<sup>th</sup> day of September, 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 September 5, 2014 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary



# A Proclamation

*Naming October 4, 2014*

*as*

*"Old Time Saturday Day"*

**Whereas**, the City of Farmersville is a "Texas Treasure" to all those living in and visiting our city; and

**Whereas**, one treasure that has been an annual event since October 1979 is "Old Time Saturday"; and

**Whereas**, events such as the Audie Murphy Hero Run, Pancake Breakfast, Auction, Gunfighters, food booths, arts, crafts and children's activities have brought people from all over the area to Farmersville's downtown; and

**Whereas**, "Old Time Saturday" is a project of the Farmersville Centennial Committee which is dedicated to the revitalization of the Rike Library, OE Carlisle Civic Center and the Senior Center; and

**Whereas**, "Old Time Saturday" has successfully promoted the use and appreciation of the Rike Library, OE Carlisle Civic Center and the Senior Center; and

**Whereas**, the City of Farmersville is committed to marketing its treasures and community by welcoming approximately 90 - 100 different vendors to Farmersville since its inception; and

**Whereas**, many volunteers have assisted and continue to assist with "Old Time Saturday" including our City Mayor and Councilmembers; and

**Whereas**, many events have been added over the years to include Lawn & Garden Tractor Pull, concerts, Classic Car and Truck Show; Bain-Honaker Historical House Tour, Parade and other fund activities for all ages; and

**Whereas**, the City of Farmersville is honored to participate in "Old Time Saturday" whose efforts strengthen local economic development and promote tourism as well as outdoor recreation opportunities.

**NOW THEREFORE**, I, Joseph E. Helmberger, Mayor of the City of Farmersville do hereby proclaim October 4, 2014 as "Old Time Saturday Day" throughout Farmersville, and I urge all the people of Farmersville to show support and celebrate the fun at the event.

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Joseph E. Helmberger, P.E., Mayor





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 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  
July 8, 2014

The Farmersville City Council met in regular session on July 8, 2014 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, John Politz, Michael Hesse, Russell Chandler and Jim Foy. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, City Attorney Alan Lathrom, Finance Director Daphne Hamlin, Court Clerk Christi Dowdy, Warrant Officer Rick Ranspot, Librarian Trisha Dowell, and City Secretary Edie Sims.

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

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

**Item II) CONSENT AGENDA**

Mayor Helmberger requested Item D – School Resource Officer Report to be removed permanently. Mayor Helmberger then requested Items C, E, G and H be pulled for discussion. Jim Foy motioned to approve Items A, B, F, I and J with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item C – Code Enforcement/Animal Control Report: Mayor Helmberger questioned how much brush was left after the volunteer cleanup effort with Chief Sullivan stating all brush had been removed. Some stumps were left in the alley behind Cello Wrap which needs to be resolved. City Manager Ben White stated the chipper has been repaired and is back in service. Russell Chandler motioned to approve the Code Enforcement/Animal Control Report with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item E – Fire Department Report: Mayor Helmberger noticed additional graphs and charts added to the monthly report. Fire Chief Kim Morris responded to a request by Councilman Russell Chandler. Mr. Chandler stated the reports would help track paid personnel which in turn would justify payment of additional personnel. Mr. Chandler added his request was for a six month period only. Russell Chandler motioned to approve the Fire Department Report with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item G – Warrant Officer Report: Mayor Helmberger questioned if total time served credit directly correlates to 23 arrests with Warrant Officer Rick Ranspot replying

the time does correlate. Once arrested, the defendant can either pay their warrant or sit the time in jail or bond out. The total on the report reflects how much money is owed. Officer Ranspot also informed the Council that each person taken to jail by Farmersville will constitute a bill from the jail to Farmersville; however, if a person is in jail from another Department, the City of Farmersville is not charged jail charges. City Manager Ben White stated the backlog has gone down and recognized Officer Ranspot as doing a good job. John Klostermann motioned to approve the Warrant Officer Report with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item H – Public Works Report: Mayor Helmberger stated the Water Usage Chart is well below the usage from 2011 and is falling drastically. When asked regarding the backlog, City Manager Ben White stated he did not include the storm water system project behind the May building and will correct. The drainage issue behind Hurst Antiques has been budgeted.

Questions were raised regarding the bleachers at JW Spain Athletic Complex. Mr. White indicated FCDC funded some of the bleachers during this year's budget. The remainder will need to be funded. The bleachers at the Riding Arena have not been funded as of yet. Parts of the Onion Shed repairs will be funded, including the roof and some of the foundation. The Public Safety generator issues are complete including thermostats change out so the equipment does not experience a large power surge. Mr. White stated he will start on the generator at City Hall next.

Mr. White also informed the Council that more parts have been ordered to repair the Splash Pad. The brains of the system went out. The part is being programmed now and will ship tomorrow, once received will have the item installed.

Under the Electrical System portion of the Public Works Report, 2(a) reflects 2,561,460 kilowatt hours used during last month. Mr. White stated adjustments were not reflecting real time. A loss rate should be added to this report. Mr. White stated he will be working with Incode to improve their system over the next month.

Russell Chandler motioned to approve the Public Works Report with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

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

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

**ITEM IV – A) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE MASTER FEE SCHEDULE REGARDING 1) REFUSE/GARBAGE AND RECYCLE SERVICE TO BE EFFECTIVE OCTOBER 1, 2014; 2) TRANSFER OF UTILITY SERVICE RATES; 3) UTILITY RECONNECTION RATES; 4) UTILITY RECONNECTION RATES**

With no revisions being requested, Jim Foy motioned to approve the ordinance as presented during the second reading with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM IV – B) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE MASTER FEE SCHEDULE TO INCREASE THE WATER AND SEWER RATES**

Mayor Helmberger stated a rate study for water and sewer was requested in 2011 with an ordinance that increased the water and sewer rates in steps. One of the last rate increases as recommended from the rate study was scheduled in February 2014; however Council did not act on this rate increase. Council stated we were not realizing the revenues based on the water rates and wanted to have the study reviewed. Council discussed not increasing the sewer rates until the rate study was completed.

A household with a 3/4" water line using 7,000 gallons of water has a water bill currently of \$44.67. With the rate increase, the water bill for the same amount of gallons will be \$47.67, an increase of \$3.00 per month based on the same gallons of use. For the sewer rate increase using 3,000 as the average, the current bill is \$31.17. With the rate increase, the sewer rate will be \$50.43, an increase of \$19.26 per month.

The proposed budget includes the rate step on both water and sewer. There is time to amend the budget according to Council's direction. Jim Foy noted water consumption is down but the City still has to pay North Texas Municipal Water District due to the Take or Pay contract. City Manager Ben White indicated NTMWD is considering adjusting the rebate for the chemicals used to treat our water and sewer. Russell Chandler stated he did not like penalizing our citizens for conserving water. John Politz stated he would rather increase the water and not increase the sewer.

Council agreed it was obvious the water department should take care of itself and the same for the sewer department. Jim Foy motioned to adopt the rate increase for the water side only and revising the ordinance accordingly. John Klostermann seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler no and Jim Foy yes. Motion passed with majority of Council approval and one in opposition.

**ITEM V – A) CONSIDER, DISCUSS AND ACT UPON A CONTRACT WITH CAPPS CAPCO CONSTRUCTION FOR THE 12" WATER LINE PROJECT ON BOB TEDFORD DRIVE**

City Manager Ben White stated the Council awarded the Notice of Award and Notice to Proceed at the last Council meeting. A change order will be presented

regarding a steel bore which will reduce the cost of the project. The bore will be done in the alley and will be clearly noted if the alley is in private or public right-of-way. Jim Foy motioned to approve the contract with Capps Capco Construction as presented with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM V – B) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT WITH COLLIN COUNTY TO PROVIDE JAIL SERVICES DURING FISCAL YEAR 2014-2015**

With the jail service agreement being the same as last year, Russell Chandler motioned to approve the agreement as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM V – C) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT WITH COLLIN COUNTY TO PROVIDE DISPATCH SERVICES DURING FISCAL YEAR 2014-2015 WHICH ALSO INCLUDES A VIRTUAL PRIVATE NETWORK CONNECTION POLICY AND AGREEMENT**

The dispatch service agreement with Collin County is the same as last year. Russell Chandler motioned to approve the agreement as presented, including the Virtual Private Network Connection Policy and Agreement. John Klostermann seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM V – D) CONSIDER, DISCUSS AND ACT UPON ENFORCEMENT OF THE SIGN ORDINANCE WITHIN THE CITY'S EXTRA TERRITORIAL JURISDICTION**

Jim Foy requested this item to be discussed by Council. Presently the City does not monitor or enforce the Sign Ordinance within the City's Extra Territorial Jurisdiction. As Highway 380 is completed and more businesses develop the area, more signs will come with those businesses. The area on Highway 380 outside the City Limits to Lake Lavon and Highway 78 to the bridges going both North and South should be enforced. If we don't enforce in the ETJ now, whatever exists will be "grandfathered" if the land is annexed into the City. Once annexed, changing a sign to meet current code is extremely difficult. Council concurred.

Police Chief Mike Sullivan stated he will begin enforcement. No action was taken by Council.

**ITEM V – E) CONSIDER, DISCUSS AND ACT UPON PROCESSES AND REQUIREMENTS REGARDING SPECIAL EVENT PERMITS**

Mayor Helmberger opened this item and stated the City should have an easy way to register an event and allow the event holders to have restrictions regarding alcohol. City Attorney Alan Lathrom provided Council with a 27 page ordinance, revocable licenses for Type A and Type B sidewalk uses and another ordinance regarding consumption of alcoholic beverages in certain public places. Mayor

Helmberger stated he did not want to go into a lease agreement as the ordinance states now. Mr. Lathrom indicated his concern regarding potential liabilities.

Mayor Helmberger stated he envisioned an ordinance that would allow the City to hold special events, such as wine tasting, where alcoholic beverages could be served. This event could be held at the Onion Shed. Mr. Lathrom indicated wineries have different laws; however TABC still regulates this type of use.

Parameters need to be established and fall under the umbrella of the permit. If alcoholic beverages are kept within the parameter, we should have rules to allow. We have rules in place and can enhance those rules regarding an open container outside those parameters. Mayor Helmberger asked Mr. Lathrom to simplify the ordinance and continue to the next meeting. Mayor Helmberger also requested the removal of "site plan" and change to those references to be "drawing."

Another note, the fence encompassing the parameter allowing alcoholic beverages being served must be interlocking as required by TABC.

**ITEM V – F) CONSIDER, DISCUSS AND ACT UPON ITEMS REGARDING AMERICAN DISABILITY ACT COMPLIANCY**

John Klostermann requested this item to be discussed by Council. City Manager Ben White included the Transition Plan Guideline Checklist in the Council packet. Mr. Klostermann understood the majority of these items comes down to money.

Mayor Helmberger stated a great deal of activity occurs at the Spain Athletic Complex. The items surrounding the Complex do not need to wait until 2016. Presently no budget items have been instilled to address these issues. City Manager Ben White stated he hoped to set aside funding for these improvements with the next Collin County Open Space grant. Presently all funding efforts have been focused on the Chaparral Trail. Other parks within the City will be addressed in a priority manner with the Spain Athletic Complex being first to be addressed.

The Senior Citizens Center has an issue at the main entry door. Mayor Helmberger questioned if costs were associated with each project item with the answer being no. Jim Foy stated we need to take the cost of each project and consider into the budget. Presently the budget is not capable of handling all the ADA Compliancy issues. Mr. White indicated grants would be the best method to make a major impact on the list.

The Fire Marshal has required us to remove the spectator stands. Mr. White spoke with both Little Leagues and has asked for \$3,500 to help fund new spectator stands. FCDC has offered \$3,500 for one spectator stand.

Mayor Helmberger stated we need the list prioritized by cost so we can chip away at the list. Mayor Helmberger also requested an addition to the list to include van accessible signage. This item needs to be brought back to the Council at the next meeting.

**ITEM V – G) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT BETWEEN INDEPENDENT BANK-FARMERSVILLE AND THE CITY OF FARMERSVILLE REGARDING STREET LIGHTS**

Johnny Bratcher, Regional President of Independent Bank, stated he received the agreement today and requested the Council take no action to allow time for his attorney to review.

Mayor Helmberger stated clarifications need to be made to the agreement to include changing “electric utility” to Farmersville Electric. Also clarification needs to be made regarding the bank parking lot rather than street lights. Council took no action on this item.

**ITEM VI – A) BUDGET WORKSHOP TO DISCUSS PROPOSED FISCAL YEAR BUDGET 2014 – 2015**

Finance Director Daphne Hamlin came before the Council to discuss the proposed budget for 2014-2015. On page 2 of the budget handout, \$298,700 is proposed to be spent from the Electric Fund into the General Fund to cover proposed expenditures.

With Farmersville ISD no longer requiring the City’s use of a School Resource Officer, the remainder of the officer’s payroll will be met through the General Fund offering one full time officer to the Farmersville Police Department. Police Chief Sullivan stated by having this addition to his Department, two patrol officers will offer better coverage at night.

Ms. Hamlin pointed out the Fire Department’s Bunker Gear started out at \$65,000 and has now been reduced to \$23,000. City Manager Ben White stated the “cut-line” has been moved down to allow funding of a police car. Police Chief Sullivan stated the Tahoe has 156,000 miles. Chief Sullivan does not want to invest more in a vehicle that is on the critical list.

City Manager Ben White stated the Fire Department’s Bunker Gear item was dropped due to grant efforts to assist with the funding. Fire Chief Kim Morris stated \$23,000 will purchase 15 sets of bunker gear without helmets, boots or gloves. The proposed budget is planning to add one full time fireman. Chief Morris stated one fireman cannot nor should not respond to a call. Two firemen can work the exterior of a fire call. Other duties for day to day operations include daily truck inspections; clean, test and flushing fire hydrants; offer coverage to allow Fire Chief to attend important meetings.

Russell Chandler stated the additional Fire Department report request helps to understand when fire calls occur and the shows the number of people that answer the call. There was a concern of fire calls being used to receive mutual aid funding through Collin County. Public Works personnel were considered to attend fire calls, but were found this was neither effective nor reasonable. The Fire Department needs to focus solely on the Fire Department needs as Fire Fighters must be commissioned. Typically our Volunteer Fire Department members dual as EMT’s or paramedics.

Jim Foy expressed concern the street budget was not included above the “cut-line.” If we don’t repair the streets we have, the cost will be greater in the long run. We

must find ways to fund the street maintenance line item as it needs to be considerably more.

Ms. Hamlin returned to the budget presentation showing the sales tax history and how the sale tax revenues outstripped the prediction for the current year's budget. Sale tax revenues are typically budgeted very conservatively as this revenue is economically driven.

Page 5 reflects the summary of the revised and proposed income budgets. The transfers went up according to Council's recommendation. Council has requested that the Water Fund pay for itself, likewise the Sewer Fund to fund itself. In years past, transfers came from the water and sewer funds to assist the General Fund.

Page 7 reflects the proposed and revised expenditures. For the Police Department, one officer was added to patrol along with two lease vehicles. The Fire Department added one fireman. The Bond reflects paying for the fire truck. The Street Department includes raises. Two employees work the Street Department. The Street Department line item also includes the utility bill for street lights.

Page 9 shows we currently have a balanced budget, but the revised budget will have a shortfall of -\$8,133. Pages 11-15 show the salary allocation for each employee and respective department. The presented allocations are more realistic to the salary cost. A cost of living survey was performed of nearby cities showing the majority offering a salary increase to their employees.

Ms. Hamlin reported Page 18 showing the indebtedness of the City. The City will be selling another bond phase on July 29<sup>th</sup>. Per Council recommendation, the tax revenues will be paying the bond and shifting the burden from the enterprise funds. Property values have risen. We will have the actual numbers from the Collin Appraisal District on July 25<sup>th</sup>. The resulted tax rate increase is due to the bond issue which the voters voted for. Presently all the information presented is preliminary as shown through Page 22.

Page 23 reflects the Water Fund Revenue Summary. The proposed figures reflect exactly what the 2011 Rate Study has provided. City Manager Ben White informed the Council of one water tower down due to a water leak which must be repaired. Reiterating a previous conversation, the City of Farmersville pays \$570,000 to North Texas Municipal Water District annually whether we use water or not. Page 25 reflects the Water Fund Expenditures. Administrative Personnel went down as the salary allocation reflects more accurately now. The Revenues versus Expenditures for the Water Fund reflect a deficit, even with the \$3.00 per household per month water rate increase and not transferring out of the Water Fund.

The 2011 Rate Study figures were used to determine the sewer sales as reflected on Page 29 of the Wastewater Fund Revenue Summary. To date, this information will be amended since the Council did not approve the sewer rate increase earlier in this meeting.

Ad Valorem taxes will be used to pay almost all of the debt. \$62,000 has been indebted for a backhoe. \$42,000 will be utilized for the post vacuum equipment. The Maintenance line item will be funding the wastewater treatment plant operations.



Page 33 reflects the Wastewater fund Revenue versus Expenditures which looks good. The presentation will be revised for the next Council meeting to accurately reflect the wastewater revenues based on the desires of the Council. Any difference above the budgeted amount will be placed into Reserves.

Page 4 is the Electric Fund Revenue Summary. This Summary shows an elimination of Agreements and Contracts as we no longer have a contract with Sharyland Utilities. The numbers are on target from what Mr. White had originally projected. The Other Revenue depicted in the 2013-2014 is the electric bond which will not exist during the 2014-2015 budget. We have budgeted a 30 day reserve in the Electric Fund. Earlier in the year, the Farmersville Economic Development Corporation loaned \$100,000 to the Electric Fund to help with the upfront costs. This expenditure has been paid ahead of time and the City did not use nearly the amount loaned as thought was needed.

Page 36 reflects the Electric Fund Expense Summary. The Electric Surcharge is being used for Capital Equipment purchases which in-turn updates the system. Personnel will increase from three men to a four man crew, reflecting the increase for the personnel expenditures. Transfers to the General Fund have increased \$300,000. Jim Foy stated this is why we took the electric utility back, so funds would stay with the City of Farmersville and not fund another outside source. In turn, this surplus will profit the citizens rather than Sharyland.

Page 38 reflects the Electric Fund Revenue versus Expenditures with a net profit of \$4,539 for next year's budget and \$59,434 profit for this year's budget. Mr. White stated taking the \$300,000 out made the budget fat to cover any unforeseen costs since we are still in the infancy of taking back our utility.

Page 39 reflects the Refuse Fund which is a wash. Page 41 is the Refuse Fund Revenue versus Expenses with a Net over Revenue a positive \$37,848 for this year and proposed positive \$33,754 for next year. Jim Foy stated he hoped the funds help pay for street damages.

Ms. Hamlin reviewed the public hearing dates and the calendar to adopt the budget. Jim Foy and John Politz requested any increases be placed in the Street Department and to add the ADA Compliancy items to the budget.

**ITEM VII – A1) EXECUTIVE SESSION: SECTION 551.074, DELIBERATION REGARDING PERSONNEL MATTERS TO HAVE A DISCUSSION REGARDING PERFORMANCE EVALUATION OF THE CITY MANAGER**

Council exited to an Executive Session at 7:54:25pm.

Council reconvened from an Executive Session at 8:17pm.

Jim Foy motioned to amend the contract per the discussion and present it at the next meeting with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

FARMERSVILLE CITY COUNCIL  
MEETING MINUTES  
July 29, 2014

The Farmersville City Council met in regular session on July 29, 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, City Attorney Alan Lathrom, Police Chief Mike Sullivan, Fire Chief Kim Morris, Finance Director Daphne Hamlin, Main Street Manager Adah Leah Wolf and City Secretary Edie Sims.

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

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

Ian Campbell, residing at 2080 CR 648, Farmersville, came before the Council stating he is part of the Fellowship Youth Group representing State Representative Scott Turner. His reason for being at the meeting is to learn how our local government works. Mr. Campbell was welcomed by Mayor and Council.

Mayor Helmberger announced August 11<sup>th</sup> is Safe Digging Day by proclamation and urged citizens to call before you dig.

**Item II – A) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO AMEND THE MASTER FEE SCHEDULE TO INCREASE THE WATER RATES**

Upon the second reading of the ordinance to amend the Master Fee Schedule to increase the water rates, 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, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM II – B) ONLY READING TO CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE INITIATING A BOND DRAFT FOR PHASE 2 OF THE 2012 BOND PROJECTS**

David Mednich, representative for First Southwest, came before the Council stating competitive bids were taken today for the sale of the City's bond for phase 2 of the 2012 bond project as approved by voters in the amount of \$1,500,000 for street and water projects. With the City have a rating of A+; the City was able to benefit from a higher rating saving \$55,876.46. BOSC out of Oklahoma was the best bidder. The rate purchased is very favorable. All blanks included in the ordinance will be finalized and returned to the Council as a complete document, but could not be completed until after the sale of the note. Jim Foy motioned to approve the ordinance for the second phase of the bond draft with John Klostermann seconding the motion. A poll of the Council

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

**ITEM II – C) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE REGULATING THE SALES OF E-CIGARETTES AND SIMILAR PRODUCTS**

Council noted the issue of e-cigarettes has become a state wide issue. Jim Foy, who attended the most recent School Board Meeting, indicated Farmersville ISD has incorporated something very similar to the ordinance presented to keep e-cigarettes from being used or on ISD property. Jim Foy requested a change be added before the second reading to include liquid nicotine. City Attorney Alan Lathrom stated this clarification can be instilled to ban the sale of liquid nicotine as well. Jim Foy motioned to approve the ordinance with the revision regarding liquid nicotine with John Politz seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

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

Daphne Hamlin, City Finance Director, came before the Council announcing the only issue financially is in the Water Department with revenues at only 62%. City Manager Ben White stated the Court is right on target and the Warrant Officer is making great strides to making the anticipated line of income. There are also issues with TxDOT projects which are negatively impacting our accounts. Per Mr. White, the rate increase imposed earlier at this meeting will help some. Ms. Hamlin stated the Wastewater Department is still behind but expenses are down as well. Ms. Hamlin noted the water sales to other entities are on track. Mayor Helmberger stated we are seeing the price for conservation.

Jim Foy appreciated the Electric Surcharge graph but would like to see a separate line item reflecting cash balances reflected from Sharyland. Any funds in excess should be set aside for maintenance and upgrades of the electrical system. Mr. Foy also asked if Council will receive a separate project list with Mr. White expressing he is working with our Electric Supervisor on this presently. The project list will be based on whether the project is an upgrade or maintenance of the existing system. Mr. Foy stated he would like to see a list of modernization projects that also shows the amount received through the Electric Surcharge Fund and amount spent through same. With no more discussion, John Klostermann motioned to approve the City Financial Reports with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM III – B) CONSIDER, DISCUSS AND ACT UPON A MUTUAL AID AGREEMENT BETWEEN THE CITY OF FARMERSVILLE AND SHARYLAND UTILITIES**

City Manager Ben White requested the Council to review Exhibit A of the Mutual Aid Agreement which will offer aid to the City in the event of a catastrophic event. This Exhibit sets the way for assistance and what charges would be submitted. We have a

similar agreement with Garland Power and Light as well. With the agreements with GP&L and now Sharyland, we are protected more. This agreement is different for GP&L as their charges are covered per home rather than per hour like Sharyland's. Mr. White stated he would prefer using a contractor before requesting mutual aid, but this is good to have in our toolbox. Michael Hesse motioned to approve the agreement as presented with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM III – C) CONSIDER, DISCUSS AND ACT UPON AN INTERCONNECTION AGREEMENT BETWEEN THE CITY OF FARMERSVILLE AND SHARYLAND UTILITIES**

City Manager Ben White requested this item be tabled as there are loose ends that have not been completed and clarified. John Klostermann motioned to table this item with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM III – D) CONSIDER, DISCUSS AND ACT UPON AN INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY AND THE CITY OF FARMERSVILLE FOR THE FARMERSVILLE: #1 TIRZ CALCULATIONS**

City Manager Ben White stated the Interlocal Agreement presented will bring approximately \$1,000 annually. The tax office keeps the records of the funds going into the TIRZ account so a separate accounting is not required at this time. The agreement will be taken to the Commissioner's Court for final action after Council provides their decision. There is approximately \$10,000 in the fund now, which is a drop in the bucket, but with more development the fund will increase. With no discussion from the Council, John Klostermann motioned to approve the Interlocal Agreement as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM III – E) CONSIDER, DISCUSS AND ACT UPON PROCESSES AND REQUIREMENTS REGARDING SPECIAL EVENT PERMITS**

City Attorney Alan Lathrom has been working on the processes regarding special event permits. He has received Council recommendation from the last meeting and simplified the processes, defined the meanings to give clarity and added traditional events that the City of Farmersville has. An exemption or exception has been defined. There is also included an exception for sidewalk sales or fundraising events. Special events would include a tent revival, as recently occurred on Feagins' property, even if the event was on private property. Section 60-11 regards fees which could be beneficial or detrimental. City Manager Ben White recommended the charges be placed in the Master Fee Schedule to allow this ordinance to stand on its own and not have future changes due to fees. Mr. White also recommended a method to waive fees as well.

Events, per the ordinance presented, will limit events to six times per year for five days per event. Jim Foy questioned Section 60-22(f) regarding private clubs. Mr. Lathrom indicated this chapter is presently included in the Code of Ordinances under Chapter 5 regarding a private club. Council requested this item be brought back at the next meeting on August 12 to allow Council time for review. Council took no action.

**ITEM III – F) CONSIDER, DISCUSS AND ACT UPON THE HEALTH INSPECTION CONTRACT WITH COLLIN COUNTY**

In 2009, the City Council approved Ordinance # 2009-42 which states Collin County is to enforce the health inspections within the City of Farmersville. This ordinance has not been enforced since its approval. This ordinance has been brought to the attention of the Council to decide if this is the direction the City needs to go and if so, then who is to enforce.

It is not clear if all restaurants have employees to attain a food handlers certificate. City Manager Ben White indicated this may seem a negative, but the customers will see the inspections as a positive. Kelly Stockberger with Bureau Veritas came to offer Bureau Veritas' services if the Council wished to change the ordinance and allow Bureau Veritas the contract to enforce these inspections. Michael Hesse stated this process' main objective is to protect the public. Jim Foy suggested discussing further the objective the Council wanted to achieve before discussing who will do the enforcement. Michael Hesse stated classes for food handlers are offered through Princeton ISD. Mr. White expressed concern regarding volunteer groups such as the Volunteer Fire Department Fish Fry and how those types of events are handled.

Council concurred to bring this item to the August 26<sup>th</sup> Council meeting and invite all the restaurants to receive their input.

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

City Manager Ben White indicated the good progress on the curbs from Hamilton Street between McKinney and Gaddy Streets and also between McKinney to Pendleton Streets. The water and wastewater lines, a large portion of the project, were completed and the contractor stated the project is very close to overlaying the asphalt. Central Street still needs drainage around the North side of Houston Street to be completed. There are several items on the punch list yet to be completed. The Hamilton Street punch list still needs to be done. Hamilton Street is scheduled for completion in August. Once completed, the contractor will move to Beech Street.

When Jim Foy questioned if the width was changed on Windom Street for the overlay project, Mr. White indicated no widths were changed for any of the overlay projects. Mr. White also indicated storm water issues are prevalent and will consider resolutions and improvements prior to asphalt overlay if costs allow.

Axis Contracting, Inc. has been hired to work with Advanced Paving Company to install the curb work on the remaining overlay projects. Axis has done a great job and having them on the curb work will be a tremendous asset to the City.

Currently the largest issue is on Jackson Street where the integration of the water lines at the North Tower will be completed. Sampling stations have been upgraded which should improve our water sampling techniques.

Mr. White indicated the automated meter reading system is continuing to move forward. Due to the complexity of the meter reading system, the specifications have been set in place so that ITRON systems will be the only system used. The Badger water meters are also very specific for the City's automated meter reading system.

The wastewater projects have not begun as we are awaiting grant funds.

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

City Manager Ben White stated Phases 1 thru 3 are substantially complete. Phase 4 is more than 75% complete and Phase 5 is to be started soon. There will be dedicated crossing areas and the State will designate those areas. The project is expected to be complete before school starts in August.

**ITEM III – I) UPDATE ON CHAPARRAL TRAIL PROJECTS**

Current there are no changes to the Chaparral Trail projects per City Manager Ben White.

**ITEM III – J) UPDATE ON HIGHWAY 380 PROJECT**

City Manager Ben White informed the Council of an issue regarding storm water drains that were located in the way of TxDOT. The City's Public Works moved quickly and removed the drainage out of the way. Recent rains have posed a problem with storm water. TxDOT has been working on stabilizing the ground and grading this past week. The project is moving forward but there are problems with the new passing bridge for the railroad.

Farmersville Electric is working on the overhead electric change out at the Hill Street crossing to an underground utility. Mayor Helmberger stated according to TxDOT, South Main Street will be shut down for 3 weeks and the Hill Street crossing will be shut down for 1 ½ weeks. The second railroad bridge was originally scheduled to be completed May 2015. TxDOT will be meeting with the City of Farmersville in August to discuss the continued construction.

**ITEM III – K) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION AMENDING THE CITY'S PREVIOUS RESOLUTIONS PETITIONING THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO ENTER AN ORDER PROHIBITING THE POSSESSION OF AN "OPEN CONTAINER" AND/OR THE PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES IN THE CENTRAL BUSINESS DISTRICT AND MODIFYING THE BOUNDARIES OF THE CENTRAL BUSINESS DISTRICT**

Mayor Helmberger stated the City has many laws regulating alcohol and consumption. The effort introduced is to allow events to be held in the downtown area that would allow event participants to drink an alcoholic beverage and not be in violation of the existing laws. Jim Foy noted the Herb Ellis jazz event is a perfect example of an event that would allow people to take an alcoholic beverage from one location to another. Mayor Helmberger stated by changing the boundaries, more events would be allowed including wine tasting events.

Police Chief Mike Sullivan stated the Police Department would enforce the law outside the boundaries of the event boundaries. City Attorney Alan Lathrom indicated a conflict with special events in the City's Code of Ordinances, Chapter 5. This can be resolved and permit such events for alcoholic consumption for affirmative prosecution with new metes and bound changed in the Central Business District.

John Klostermann motioned to revise the resolution and provide the examples at the next meeting with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM III - L) CONSIDER, DISCUSS AND ACT UPON TRUE-UP SETTLEMENT WITH SHARYLAND UTILITIES BENEFITTING FARMERSVILLE ELECTRIC**

Council reviewed the true-up documentation provided by Sharyland Utilities. City Manager Ben White recommended Council approve the final true-up figures as presented. When received, these funds will be placed in the Electric Fund. Mr. White stated the City does have the right to audit Sharyland's accounting but feels these numbers are correct. Mr. White also recommended using the funds for the advanced metering infrastructure (AMI) system. A complete audit will be done regarding deposits. The unpaid bills, amounting to \$55,000, will be collected by the City. Jim Foy motioned to approve true-up settlement with Sharyland Utilities as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

**ITEM III - M) CONSIDER, DISCUSS AND ACT UPON ADVANCED METERING INFRASTRUCTURE (AMI) FOR FARMERSVILLE ELECTRIC AND THE WATER SYSTEM**

City Manager Ben White recommended the Council go forward with purchasing an AMI system for Farmersville Electric. Installation will include 1,500 + meters. Presently, reading meters takes 4 days. The cost to the City include labor for reading the meters, labor for cut-offs and overtime labor for some reconnections. Accuracy is another issue with older mechanical meters. Some electric meters are not turning at all. We will look at these old meters as revenue loss.

The AMI system will allow reading and cut-offs and turn-ons from City Hall which will be a cost savings versus the human costs. The AMI systems also offer information regarding voltage ranges which save energy. Another aspect will be group outages also performed from City Hall. These outages could save the entire system from being down for maintenance and only affect a small group of electric meters.

The AMI system has a remote shut off to allow rolling brown-outs by ERCOT's directive. Brown-outs will be avoided, but may be required to avoid critical care issues and selectively sharing loads during heaving uses. Mayor Helmberger stated this scenario is probably not a reality since we are such a small transmission source.

Mr. White indicated Garland Power and Light is using and prototyping this system. Mr. White also recommended Wimax with server capabilities at City Hall.

A flex net from a wide area network will talk to collectors placed at strategic locations in a mesh networking. City Hall will be able to talk with the water meters and retrieve water meter data. The only problem foreseen thus far is leak detection. Public Works employees will still need to travel throughout the City but the readings can be done without the employees leaving the vehicle. The cost will be \$250 per meter with a yearly software cost of \$10,000 annually with a total of \$311,000 which includes the hardware costs for the meters. The installation will be performed by Farmersville Electric. Collectors will be installed by Farmersville Electric as well. The cost for the system will be more if not installed through a data link such as cellular. The subscriber units receive data through a Wide Area Network (WAN) via Ethernet to the collector. This system could be self reliant through the internet as long as power is available to the WAN, but the system would be more costly. Some cities have sold this opportunity as a service opposed to wireless internet.

Mr. White recommended applying \$296,000 towards the system and using the \$55,000 outstanding in collections to cover costs as funds are recovered. Mr. White also recommended moving forward with a prototype and have a WAN and 1 collector located around the school area as there are different types of meters around Gaddy Center. The only work presently will be the meter change out. There may be non-compliant issues upon installation and those issues will be addressed at that time.

With the present hand written system, misreads are the biggest problem, next will be getting the data to share with the customers. Jim Foy requested a detailed cost of our exact implements. Mr. White stated there is no intention of being inside anyone's home; the meter will be outside only as it is today. Jim Foy indicated that all utilities are moving to this method and he would like to see Farmersville keep up with the rest of the world and not fall behind. Council concurred to proceed.

#### **ITEM IV) BUDGET WORKSHOP**

Daphne Hamlin, Finance Director, came before the Council stating the final figures were received from Collin County Appraisal District with the Effective Taxable Value set at \$156,959,283.00. As per the past discussions, Council has considered setting the tax rate at \$0.772255 with the Interest and Sinking to pay the indebtedness. The reason for the raise in the taxes is the bond issues which the voters voted for. Our effective tax rate + 3% would equal \$0.78 and \$0.80 is the rollback rate. The City of Princeton is \$0.73.

Based on an average home costing \$100,000, the homeowner would see \$100 increase with the Effective Tax Rate + 3%.

City Manager Ben White stated Chris Ekrut, who performed the recent rate study, has encouraged increasing the wastewater rates. If the Council implements the wastewater increase, our sewer rates will be the highest in the area. However, other cities are feeling the same pains as Farmersville. Council did not raise the sewer rates to date. Chris Ekrut with NewGen Strategies & Solutions came before the Council stating he does not recommend winter averaging. The sewer rate method of winter averaging allows greater efficiency and keeps the rate at a lower amount. Mr. Ekrut



stated he still recommends the Council reconsider and increase the sewer rate; otherwise the City will see at least \$100,000 shortfall. Mr. White stated he questioned what to do to go forward. This item was suggested to be brought to the next Council for further discussion.

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

No one requested placing items on future agendas.

**ITEM VI) ADJOURNMENT**

Council adjourned at 8:57:42pm.

APPROVED

ATTEST

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Joseph E. Helmberger, P.E., Mayor

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Edie Sims, City Secretary



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 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 August-14

Total Calls For Service: **529**

### Tier 1 Crimes

Robbery: **0**  
Assault: **1**  
Theft: **7**  
Burglary: **7**  
Motor Vehicle Theft: **2**

### Tier 2 Crimes

Forgery: **0**  
Fraud: **0**  
Criminal Mischief: **1**  
Weapons: **1**  
DWI: **3**  
Public Intoxication: **3**  
Disorderly Conduct: **0**  
Drugs: **0**

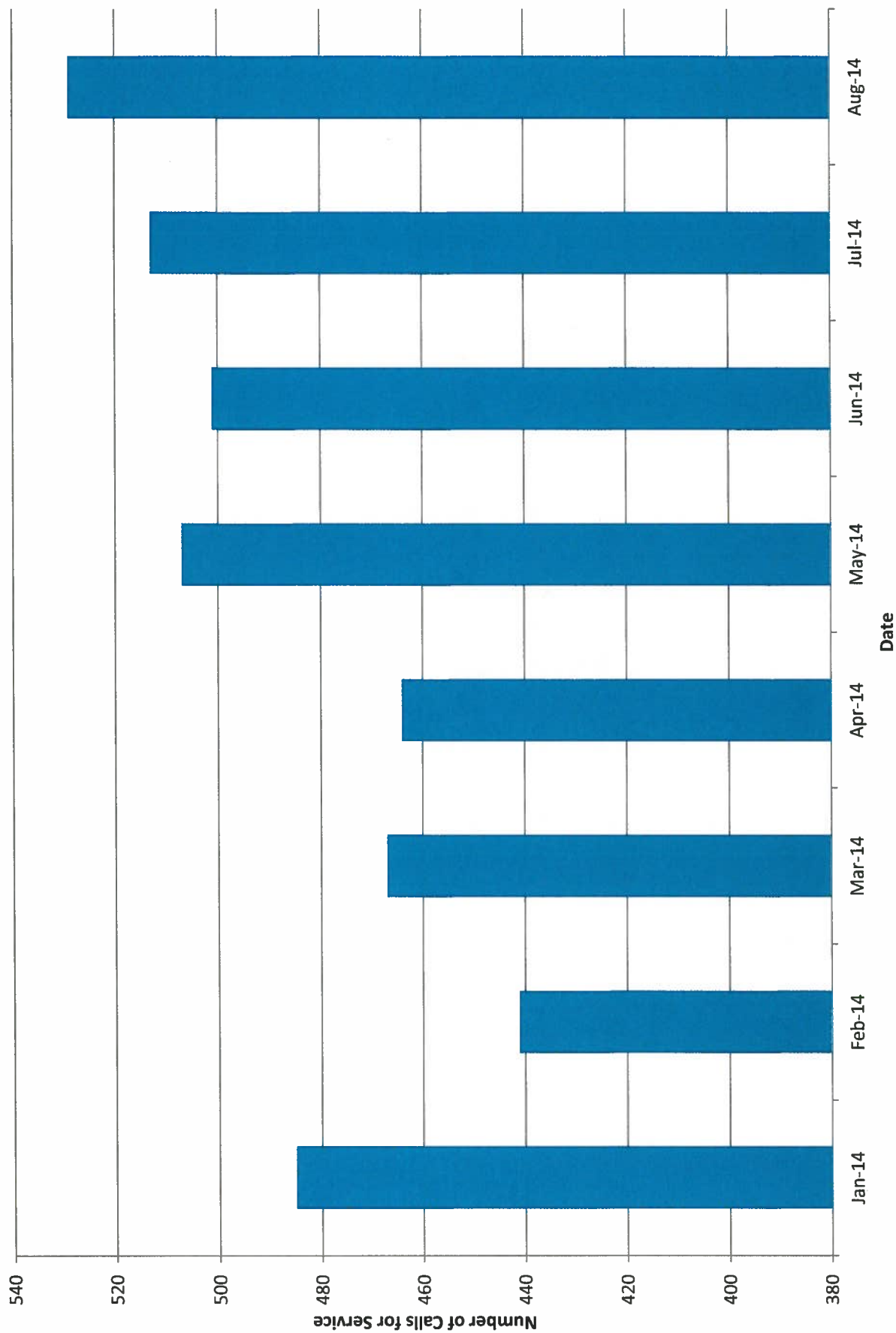
### Miscellaneous

Traffic Stops: **246**  
Citations: **130 (164 violations)**  
Alarms: **11**  
Major Accidents: **2**  
Minor Accidents: **8**  
Agency Assist: **31**

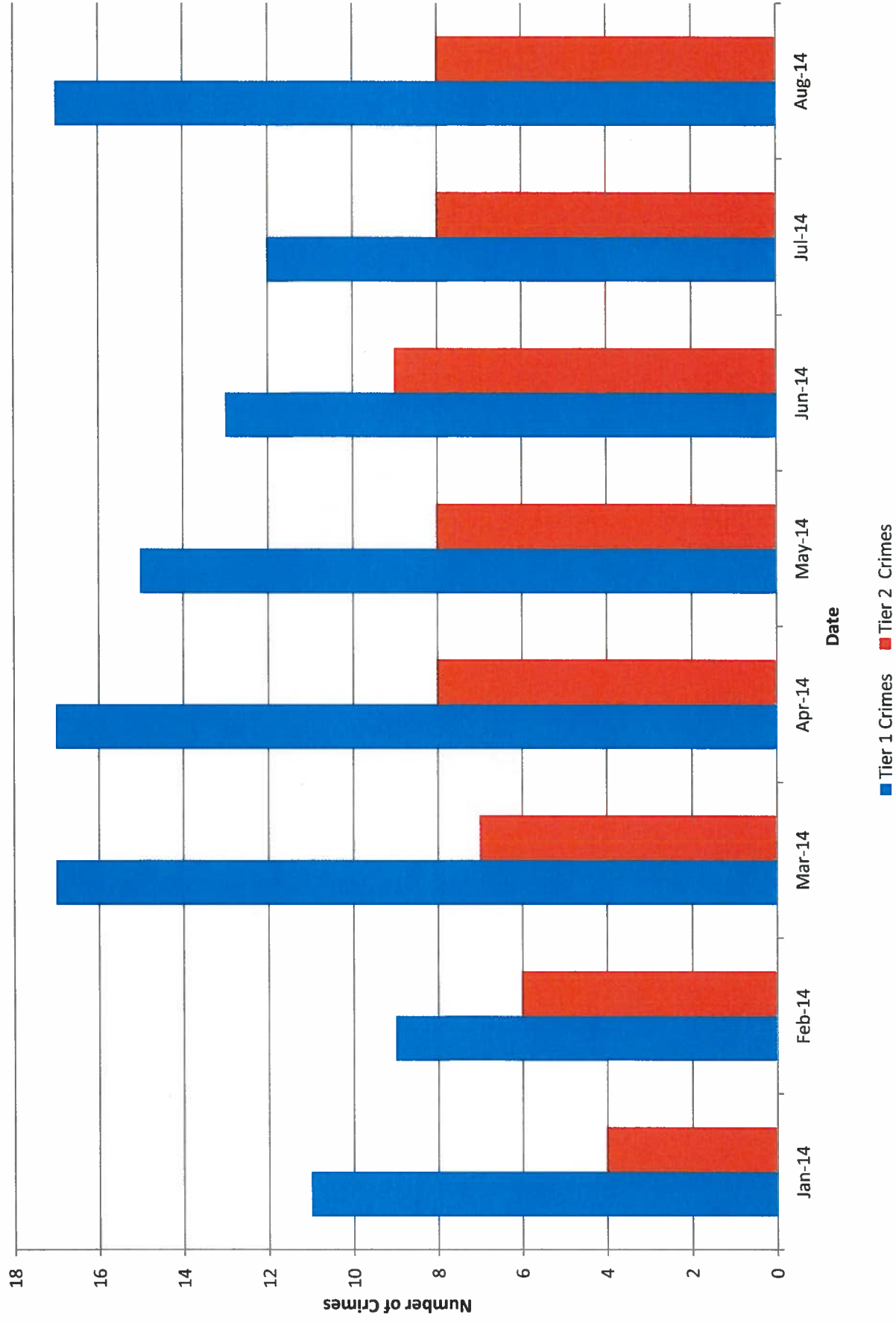
### Cases filed with the District Attorney's Office:

Felony: **14**  
Misdemeanor: **8**

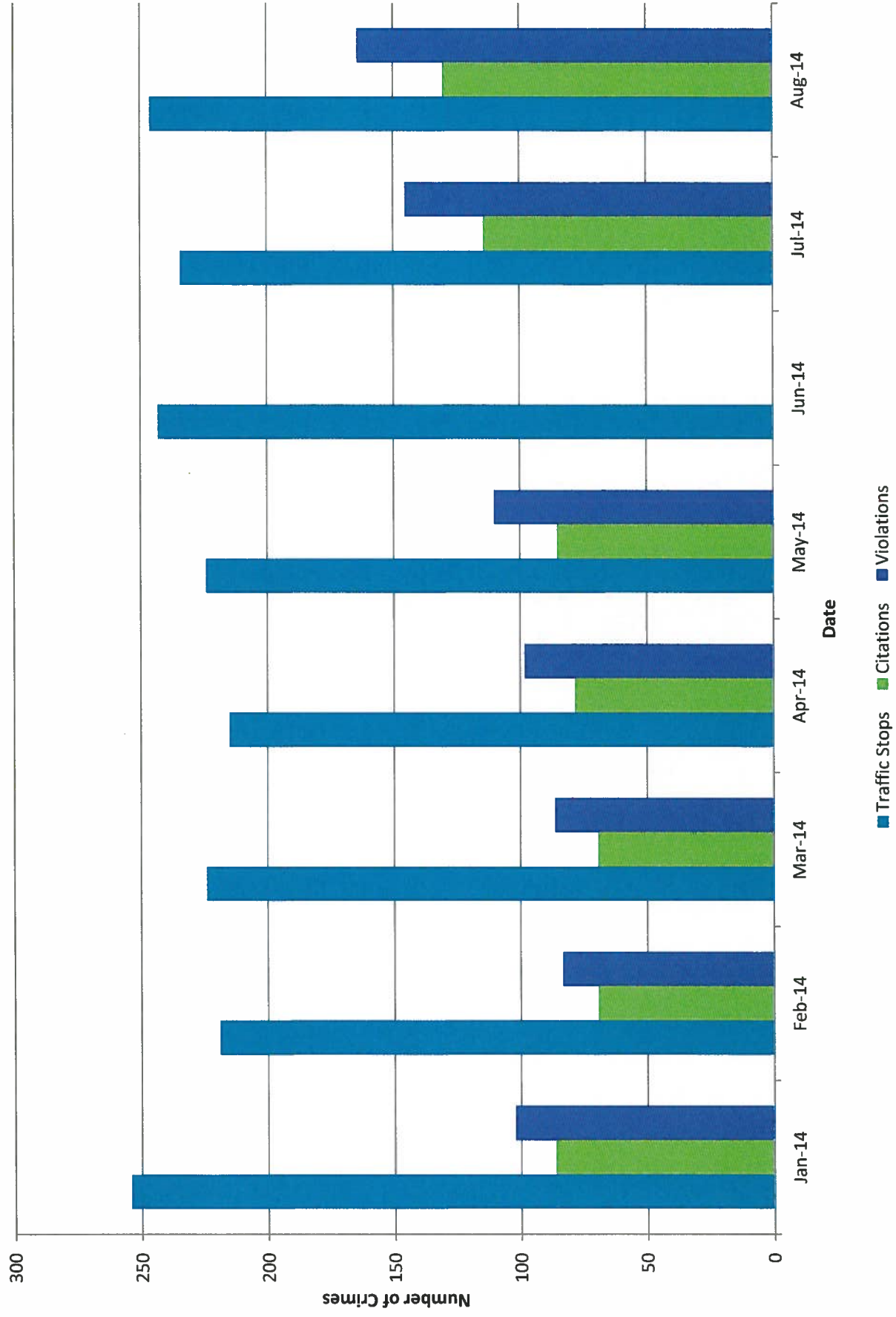
Police Department Calls for Service



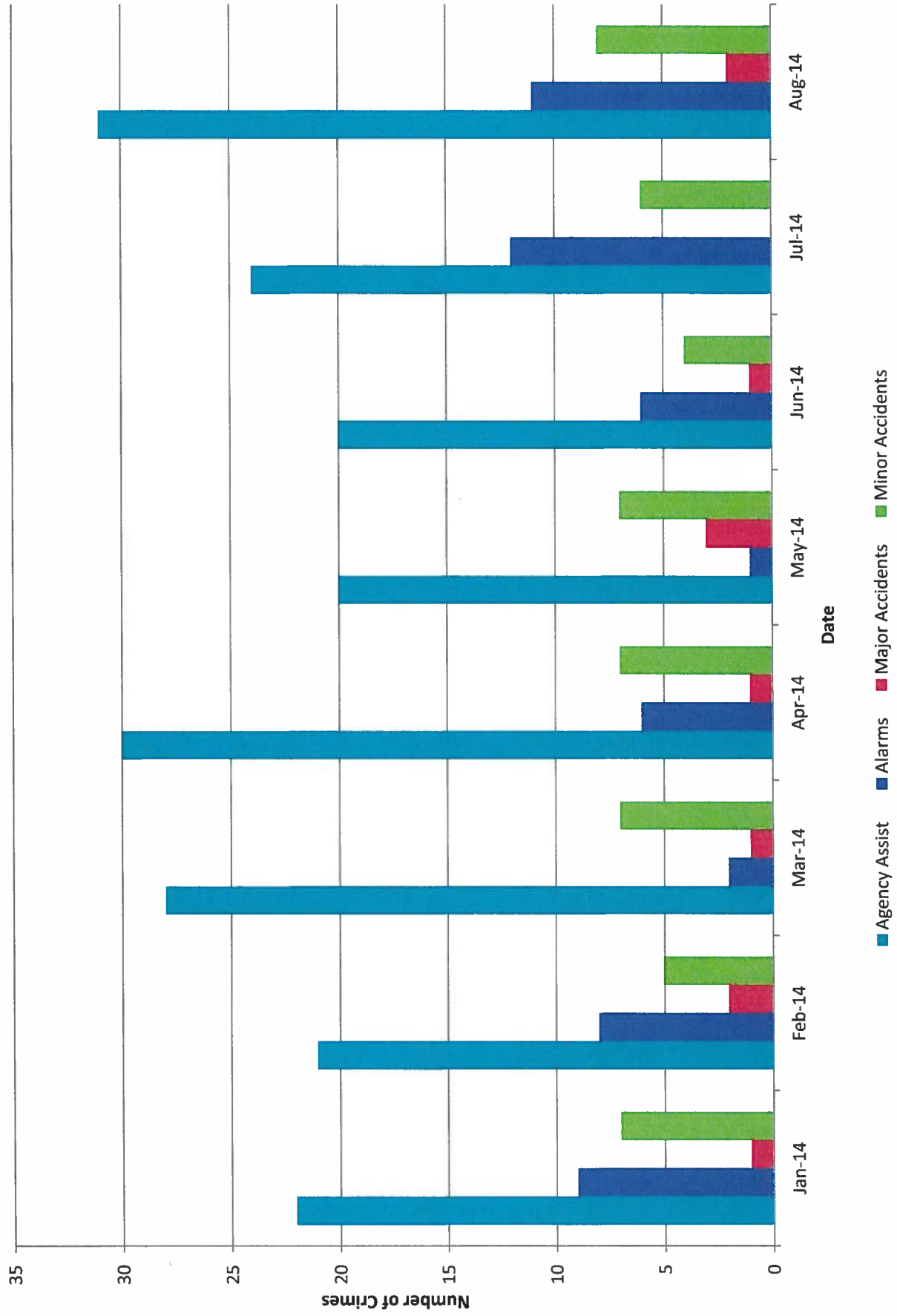
## Uniform Crime Reporting



## Traffic Enforcement



# Police Activity





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 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
08/01/2014	1405 Pecan Creek	Trailer w/Flats	X	X				X	08/01/2014 Towed	
08/04/2014	417 Sherry	Grass	X	X	X		X		08/11/2014 Left Card	
08/04/2014	425 Sherry	Grass	X		X		X		09/03/2014 Final Notice Sent 8/25/2014	
08/04/2014	408 Pendleton	Grass	X	X			X		08/06/2014 Spoke to Owner	
08/04/2014	111 Wilcoxson	Grass	X	X			X		08/25/2014 City Called	
08/04/2014	108 Wilcoxson	Illegal Dumping	X					X	08/04/2014 Extra Patrols	
08/04/2014	1104 Old McKinney	Grass	X	X			X		08/14/2014 Spoke w/Owner	
08/04/2014	PR 100 #27	Fridge, Sink	X	X	X		X		08/14/2014 NOV 8/4/2014	
08/04/2014	PR 100 #42	Gass	X	X			X		08/14/2014 Spoke w/Owner	
08/04/2014	PR 100 #50	Grass	X	X			X		08/15/2014 Spoke w/Owner	
08/04/2014	816 Orange	Grass, Debris	X		X		X		Extended 8/4/2014	
08/04/2014	301 Houston	Brush	X	X			X		Extended 8/4/2014	
08/04/2014	214 Woodard	Tree Limbs on Roof	X		X		X		08/04/2014	
08/04/2014	510 N. Main	Accessory Bldg	X		X		X		Extended 8/4/2014	
08/05/2014	218 N. Washington	Grass	X	X			X		08/20/2014 Send Letter	
08/05/2014	311 N. Washington	Grass	X	X			X		8/15/2014 Spoke w/Owner	
08/05/2014	314 N. Washington	Grass	X	X			X		08/15/2014 Spoke w/Owner	
08/05/2014	418 N. Washington	Grass B/Y	X	X			X		08/25/2014 Spoke w/Owner	
08/05/2014	420 N. Washington	Grass	X	X			X		08/05/2014 Recheck	
08/05/2014	426 N. Washington	Grass	X	X			X		08/05/2014 Recheck	
08/05/2014	705 N. Washington	Numerous	X	X			X		08/05/2014 Recheck	
08/05/2014	706 Windom	Tree	X	X			X		08/15/2014 Spoke w/Owner	
08/05/2014	508 Juliette	qGrass	X		X		X		08/15/2014 Spoke w/Owner	
08/05/2014	604 Juliette	Grass	X		X		X		08/05/2014 Recheck	
08/05/2014	608 Juliette	Grass	X		X		X		08/05/2014 Recheck	
08/05/2014	610 Juliette	Grass	X		X		X		08/05/2014 Recheck	
08/05/2014	612 Juliette	Grass	X		X		X		08/05/2014 Recheck	
08/05/2014	613 Maple	Grass, Tree Limbs	X		X		X		Send Final Notice	
08/05/2014	209 Lincoln	Grass	X	X			X		08/06/2014 Send Letter	
08/05/2014	315 Maple	Grass	X	X			X		08/11/2014 Spoke w/Owner	
08/05/2014	130 N. Washington	Grass	X	X			X		08/05/2014 Recheck	
08/05/2014	302 Orange	Brush	X		X		X		City Called 8/6/2014	
08/05/2014	Boy Scout Hut	Grass	X				X		08/12/2014 Left Card	
08/05/2014	306 Orange	Grass, Debris	X		X		X		08/25/2014 Letter Sent 8/7/2014	
08/05/2014	500 Candy	Brush	X				X		08/05/2014 Recheck	
08/05/2014	113 Lee	Grass	X				X		08/22/2014 Recheck	
08/06/2014	306 N. Main	Grass	X		X		X		8/15/2014 Extend	
08/06/2014	309 Murchison	Grass	X		X		X		08/22/2014 Letter Sent 8/7/2014	
08/06/2014	307 Murchison	Grass	X		X		X		08/18/2014 Letter Sent 8/7/2014	
08/06/2014	311 Woodard	Grass	X				X		08/11/2014 Left Card	
08/06/2014	205 Austin	Grass	X		X		X		Send Final Notice	
08/06/2014	302 Austin	Grass, Appl, TV	X		X		X		08/12/2014 Left Card	
08/06/2014	314 Austin	Grass, Brush	X		X		X		08/15/2014 Letter Sent 8/7/2014	
08/06/2014	106 Murchison	Grass	X		X		X		09/03/2014 Letter Sent 8/7/2014	
08/06/2014	126 N. Main	Grass	X	X			X		08/15/2014 Spoke w/Owner	
08/06/2014	116 Prospect	Grass	X		X		X		08/15/2014 Letter Sent 8/14/2014	
08/06/2014	602 S. Main	Brush	X	X			X		08/06/2014 Recheck	
08/06/2014	804 S. Main	Grass	X		X		X		08/06/2014 Recheck	
08/06/2014	809 S. Main	Grass	X	X			X		08/06/2014 Recheck	

Farmersville Police Department  
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
08/06/2014	1006 S. Main	Grass	X		X		X		08/18/2014	NOV 8/12/2014
08/06/2014	1007 S. Main	Grass	X	X			X		08/12/2014	Left Card
08/06/2014	709 S. Main	Grass	X	X			X		08/18/2014	Spoke w/Owner
08/06/2014	106 a Beech	Grass	X	X			X		08/12/2014	Left Card
08/06/2014	106b Beech	Grass	X	X			X		08/12/2014	Spoke w/Owner
08/06/2014	115 Beech	Grass	X		X		X		08/27/2014	Extended 8/18/2014
08/06/2014	312 Orange	Tree, Brush	X		X		X		08/15/2014	Extended 8/6/2014
08/06/2014	213 Windom	Grass, Tire	X	X			X		08/15/2014	Spoke w/Owner
08/06/2014	417 Windom	Brush	X	X			X		08/29/2014	Extended 8/29/2014
08/06/2014	Haywood-Hwy 78	Grass	X		X		X		08/07/2014	Recheck
08/07/2014	802 S. Main	Brush	X		X		X		08/14/2014	Spoke w/Owner Extend Until 10/31/201
08/11/2014	909 S. Main	Grass, Debris	X	X			X		08/14/2014	Send Letter
08/11/2014	124 N. Hamilton	Grass	X		X		X		08/11/2014	Letter Sent 8/18/2014
08/11/2014	515 Maple	Brush, Tree Stumps	X		X		X		08/13/2014	Put Dunks in Water
08/11/2014	801 Westgate	Stagnant Water	X					X	08/13/2014	Spoke w/Owner
08/11/2014	308 Maple	Grass	X	X			X		08/18/2014	Spoke w/Owner
08/11/2014	205 Rolling Hills	Grass	X	X			X		08/18/2014	Spoke w/Owner
08/11/2014	207 Summit	Grass	X		X		X		09/03/2014	Letter Sent 8/18/2014
08/11/2014	1419 Pecan Creek	Brush	X	X			X		08/11/2014	Extended 8/18/2014
08/11/2014	709 Pecan Creek	Fence	X	X			X		08/11/2014	Spoke w/Owner
08/11/2014	112 S. Rike	Numerous	X	X			X		08/22/2014	Recheck
08/12/2014	421 Jackson	Pool-No Fence	X	X			X		08/18/2014	Spoke w/Owner
08/12/2014	403 Jackson	Grass	X		X		X		09/02/2014	NOV 8/25/2014
08/12/2014	303 Prospect	Pool-No Fence	X	X			X		08/20/2014	NOV 8/22/2014
08/12/2014	301 College	Pool-No Fence	X	X			X		08/12/2014	Spoke w/Owner
08/12/2014	119 N. Main	Fridge	X	X			X		08/12/2014	Recheck
08/12/2014	106B Beech	Pile of Debris	X	X			X		08/12/2014	Recheck
08/12/2014	115 Prospect	Grass	X		X		X		08/12/2014	Recheck
08/12/2014	313 Johnson	Grass	X		X		X		08/12/2014	Recheck
08/12/2014	205 Central	Grass S/Y	X		X		X		08/12/2014	Recheck
08/12/2014	510 N. Main	Living Accessory	X	X			X		08/20/2014	Letter Sent 8/18/2014
08/13/2014	212 N. Washington	Grass	X		X		X		08/13/2014	Recheck
08/13/2014	108 Pendleton	Grass	X		X		X		08/13/2014	Recheck
08/13/2014	Hooper-N. Washington	Grass	X		X		X		08/13/2014	Recheck
08/13/2014	509 Jackson	Stumps w/Grass	X		X		X		08/13/2014	Recheck
08/13/2014	201 McKinney	Grass	X		X		X		08/13/2014	Send Final Notice
08/13/2014	914 S. Main	Dead Tree	X		X		X		08/13/2014	Recheck
08/13/2014	818 S. Main	Debris	X		X		X		08/13/2014	Recheck
08/13/2014	200 Beech-Vacant Lots	Grass	X	X			X		08/13/2014	Extended 8/13/2014
08/13/2014	307 Audie Murphy	Debris, Appliance	X	X			X		08/27/2014	Extended 8/22/2014-Improving
08/13/2014	Stevenson-380	Brush, Grass	X		X		X		08/13/2014	Final Notice Sent 8/18/2014
08/13/2014	304 Gotcher	Brush	X		X		X		09/03/2014	Final Notice Sent 8/18/2014
08/13/2014	414 N. Main	Grass	X		X		X		08/13/2014	Recheck
08/13/2014	703 N. Washington	Grass	X		X		X		08/13/2014	Recheck
08/13/2014	205 SH 78	Grass, Appliances	X		X		X		08/13/2014	Recheck
08/13/2014	1417 Pecan Creek	Fence	X	X			X		08/13/2014	Recheck
08/13/2014	Murphy-Houston	Grass	X		X		X		08/25/2014	Final Notice Sent 8/18/2014
08/14/2014	703 N. Main	Tree Limb	X		X		X		08/25/2014	Extended 8/14/2014
08/14/2014	124 N. Buckskin	Pool-No fence	X	X			X		08/25/2014	Spoke w/Owner

Farmersville Police Department  
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
08/14/2014	402 Hill	Brush	X	X			X		08/25/2014	Spoke w/Owner
08/14/2014	515 Jackson	Numerous	X	X			X		Extended 8/25/2014	
08/14/2014	602 N. Main	Brush B/Y	X	X			X		08/25/2014	Spoke w/Owner
08/14/2014	PR 100 #40	Grass, Appliance	X	X			X		08/25/2014	Spoke w/Owner
08/14/2014	304 Housston	Grass	X	X			X		08/18/2014	Left Card
08/15/2014	305 Austin	brush, debris	X		X		X		08/25/2014	Letter Sent 8/18/2014
08/15/2014	Wright-Central	Grass	X		X		X		08/15/2014	Recheck
08/15/2014	204 Woodard	Brush	X		X		X		08/15/2014	Recheck
08/15/2004	202 Woodard	Grass, Brush	X	X			X		08/27/2014	Letter Sent 8/18/2014
08/15/2004	110 Collin	Grass	X	X			X		08/27/2014	Left Card
08/15/2014	303 Windom	Grass	X	X			X		08/27/2014	Spoke w/Owner
08/15/2014	312 Windom	Grass	X	X			X		08/20/2014	NOV 8/18/2014
08/15/2014	513 Windom	Grass	X	X			X		08/18/2014	Left Card
08/15/2014	607 Windom	Grass	X	X			X		08/18/2014	Left Card
08/15/2014	412 Orange	Grass	X	X			X		08/27/2014	Spoke w/Owner
08/15/2014	107 N Hamilton	Grass, Debris, Tire	X		X		X		08/15/2014	Recheck
08/15/2014	121 N. Lincoln	Grass	X	X			X		08/20/2014	Spoke w/Owner
08/15/2014	303 N. Hamilton	Grass	X	X			X		08/18/2014	Recheck
08/18/2014	Crossroad Terrace	Numerous	X	X			X		08/22/2014	Spoke w/Owner
08/18/2014	712 S. Main	Grass	X	X			X		08/27/2014	Spoke w/Owner
08/19/2014	505 Meadowview	Grass	X	X			X		08/27/2014	Spoke w/Owner
08/19/2014	506 Meadowview	Grass	X	X			X		08/25/2014	Letter Sent 8/21/2014
08/19/2014	608 Meadowview	Grass	X	X			X		08/29/2014	Spoke w/Owner
08/19/2014	605 Waterford	Grass	X	X			X		08/27/2014	Spoke w/Owner
08/19/2014	507 Waterford	Grass	X	X			X		08/25/2014	Spoke w/Owner
08/19/2014	508 Waterford	Grass	X	X			X		08/27/2014	Spoke w/Owner
08/19/2014	506 Waterford	Grass	X	X			X		08/25/2014	Letter Sent 8/21/2014
08/19/2014	502 Waterford	Grass	X		X		X		08/25/2014	Letter Sent 8/21/2014
08/19/2014	504 Clairmont	Grass	X	X			X		08/25/2014	Letter Sent 8/21/2014
08/19/2014	506 Clairmont	Grass	X	X			X		08/25/2014	Letter Sent 8/21/2014
08/19/2014	512 Clairmont	Grass	X	X			X		08/25/2014	Letter Sent 8/21/2014
08/19/2014	126 N. Main	Trees	X	X			X		08/25/2014	Letter Sent 8/21/2014
08/19/2014	122 Houston	Brush, Debris	X	X			X		08/19/2014	Recheck
08/19/2014	605 Jackson	Grass	X		X		X		08/22/2014	Letter Sent 8/21/2014
08/19/2004	411 Jackson	Brush B/Y	X		X		X		09/03/2014	Letter Sent 8/21/2014
08/20/2014	1402 Pecan Creek	Grass	X	X			X		08/25/2014	Left Card
08/20/2014	1419 Pecan Creek	Grass	X	X			X		08/25/2014	Spoke w/Owner
08/20/2014	715 Pecan Creek	Grass	X	X			X		08/25/2014	Left Card
08/20/2014	1104 Old McKinney	Grass	X	X			X		09/03/2014	NOV 8/25/2014
08/20/2014	311 Wilcoxson	Grass	X	X			X		08/25/2004	Letter Sent 8/25/2014
08/20/2014	431 Wilcoxsn	Grass	X	X			X		08/25/2014	Spoke w/Owner
08/20/2014	400 Sherry	Grass	X	X			X		08/25/2014	Left Card
08/20/2004	408 Sherry	Grass	X	X			X		08/25/2014	Letter Sent 8/25/2014
08/20/2014	420 Sherry	Grass	X	X			X		8025/2014	Spoke w/Owner
08/20/2014	130 N. Washington	Grass	X	X			X		09/02/2014	Letter Sent 8/25/2014
08/20/2014	213 N. Main	Grass	X	X			X		09/02/2014	Letter Sent 8/25/2014
08/20/2014	209 N. Hamilton	Grass	X	X			X		08/25/2014	Left Card
08/20/2004	121 N. Hamilton	Grass	X	X			X		09/04/2014	Letter Sent 8/25/2014
08/20/2004		Grass	X	X			X		08/22/2014	Spoke w/Owner

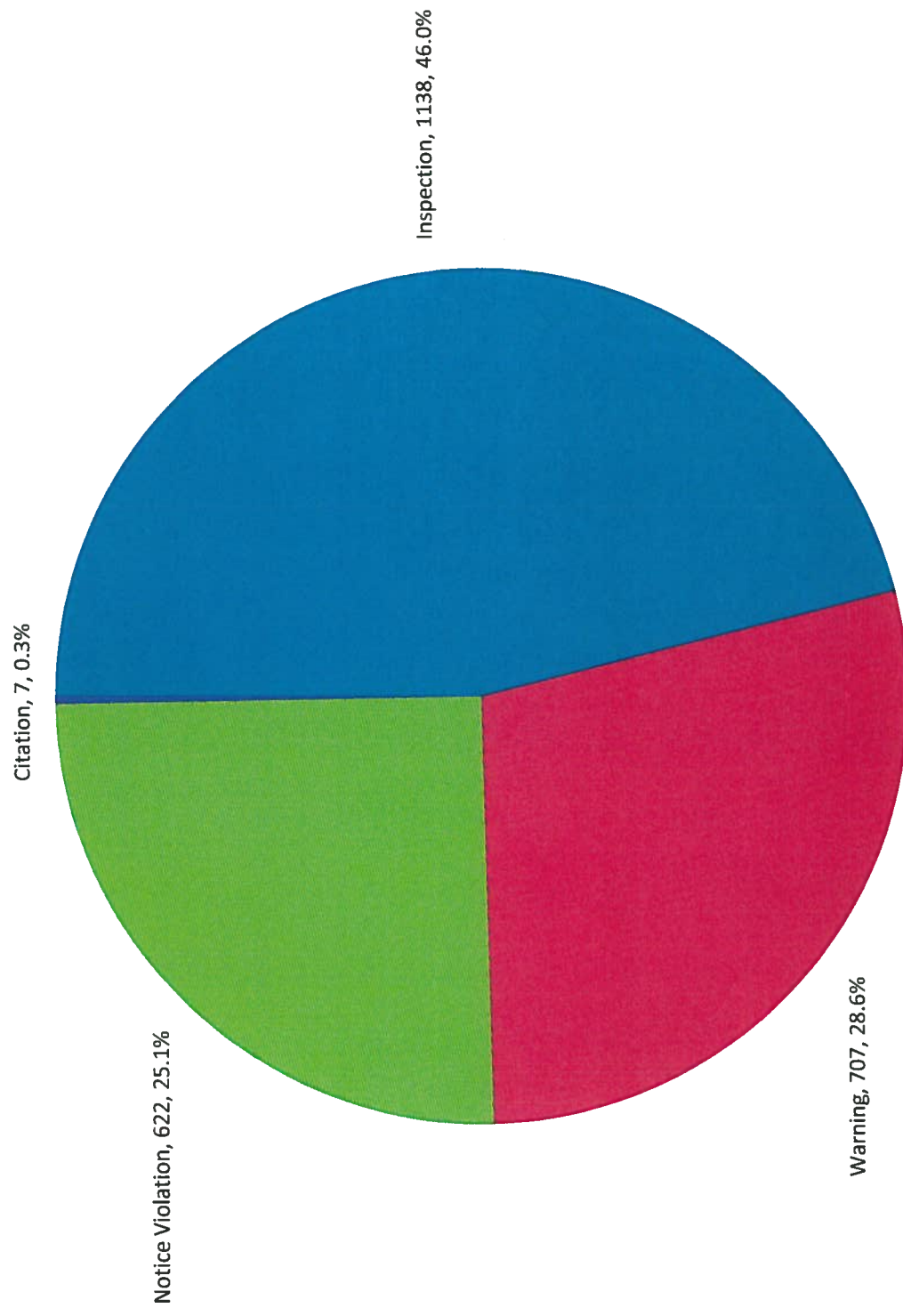
Farmersville Police Department  
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
08/20/2014	413 Neathery	Grass	X	X			X		09/02/2014	Spoke w/Owner
08/20/2014	405 Neathery	Grass	X	X			X		08/25/2014	Left Card
08/20/2014	214 Neathery	Grass	X	X			X		09/02/2014	Spoke w/Owner
08/20/2014	207 Neathery	Grass	X	X			X		08/25/2014	Spoke w/Owner
08/20/2014	210 Neathery	Furniture	X	X			X		08/25/2014	Spoke w/Owner
08/21/2014	301 College	Pool-Take Ladder Out	X				X		08/29/2014	Left Card
08/21/2014	311 College	Grass	X	X			X		08/29/2014	Left Card
08/21/2014	308 College	Grass	X	X			X		08/25/2014	Spoke w/Owner
08/21/2014	318 College	Grass	X	X			X		08/25/2014	Left Card
08/21/2014	701 SH 78 Ste B	Debris in Back	X	X			X		09/02/2014	NOV 8/25/20147
08/21/2014	701 SH 78 Ste A	Debris in Back	X	X			X		09/02/2014	Spoke w/Owner
08/21/2014	701 SH 78	Dumpster Problems	X	X			X		09/02/2014	Spoke w/Owner
08/22/2014	305 College	No Utilities	X	X			X		09/02/2014	Letter Sent 8/25/2014
08/22/2014	All Over Town	Pulled G- Sale Signs	X				X		09/02/2014	Told Owner Can't Live in House
08/25/2014	508 Summit	Grass	X				X		08/22/2014	Letter Sent 8/25/2014
08/25/2014	421 Summit	Grass	X	X			X		09/03/2014	Letter 8/25/2014
08/25/2014	501 summit	Grass, Tree Limbs	X				X		09/02/2014	Letter Sent 8/25/2014
08/25/2014	402 Summit	Grass	X	X			X		09/02/2014	Left Card
08/25/2014	304 Bois D'Arc	Grass	X	X			X		09/02/2014	Spoke w/Owner
08/25/2014	405 Hill	Grass	X	X			X		08/27/2014	Spoke w/Owner
08/25/2014	312 Hill	Grass	X	X			X		08/27/2014	Spoke w/Owner
08/25/2014	301 Hill	Grass	X	X			X		08/27/2014	Letter Sent 8/28/2014
08/25/2014	414 N. Main	Grass	X	X			X		08/27/2014	Spoke w/Owner
08/25/2014	512 N. Main	Grass B/Y	X	X			X		08/27/2014	Spoke w/Owner
08/25/2014	513 N. Main	Grass	X	X			X		08/27/2014	Letter Sent 8/25/2014
08/25/2014	508 Clairmont	Grass	X	X			X		08/27/2014	Letter Sent 8/25/2014
08/25/2014	417 Sherry	Grass	X	X			X		NOV 9/2/2014	Spoke w/Owner
08/25/2014	205 Central	Grass, Fridge	X	X			X		NOV 9/2/2014	Spoke w/Owner
08/27/2014	607 Maple	Post Bd Mtg Ltr	X				X		08/27/2014	Letter Sent 8/25/2014
08/27/2014	121 Windom	Grass	X	X			X		08/27/2014	Letter Sent 8/28/2014
08/27/2014	116 Buckskin	Grass	X	X			X		09/02/2014	Spoke w/Owner
08/27/2014	113 Buckskin	Post Bd Mtg Ltr	X				X		08/27/2014	Texted Owner
08/27/2014	411 McKinney	Grass	X	X			X		09/02/2014	Texted Owner
08/27/2014	412 McKinney	Grass	X	X			X		09/02/2014	Texted Owner
08/27/2014	302 Austin	Brush, Furniture	X				X		09/02/2014	Letter Sent 8/28/2014
08/27/2014	309 College	Grass	X	X			X		09/02/2014	Spoke w/Owner
08/27/2014	108 Collin	Grass	X	X			X		09/02/2014	Spoke w/Owner
08/27/2014	114 Beech	Grass	X	X			X		09/02/2014	Letter Sent 8/28/2014
08/27/2014	Storage Bldg-Rike	Grass	X	X			X		09/02/2014	Spoke w/Owner
08/27/2014	Harless-380	Grass	X	X			X		09/02/2014	Letter Sent 8/28/2014
08/27/2014	206 Herron	Grass	X	X			X		09/02/2014	Letter Sent 8/28/2014
08/29/2014	209 Murchison	Grass	X	X			X		09/02/2014	Letter Sent 8/28/2014
08/29/2014	Hickman-Rike	Grass	X	X			X		09/02/2014	Letter Sent 9/4/2014
08/29/2014	116 Prospect	Grass	X	X			X		09/02/2014	Letter Sent 9/4/2014



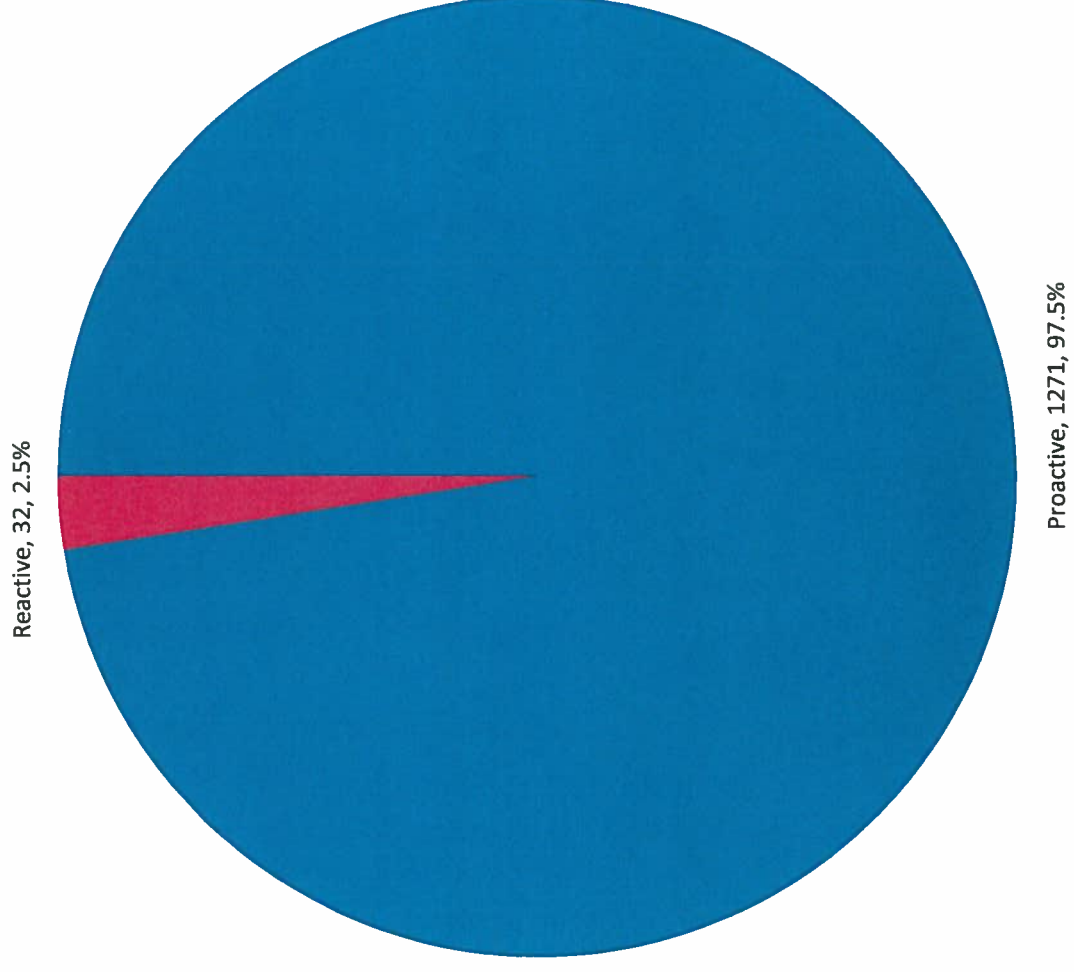
# Code Enforcement Activity Results

## City of Farmersville Police Department

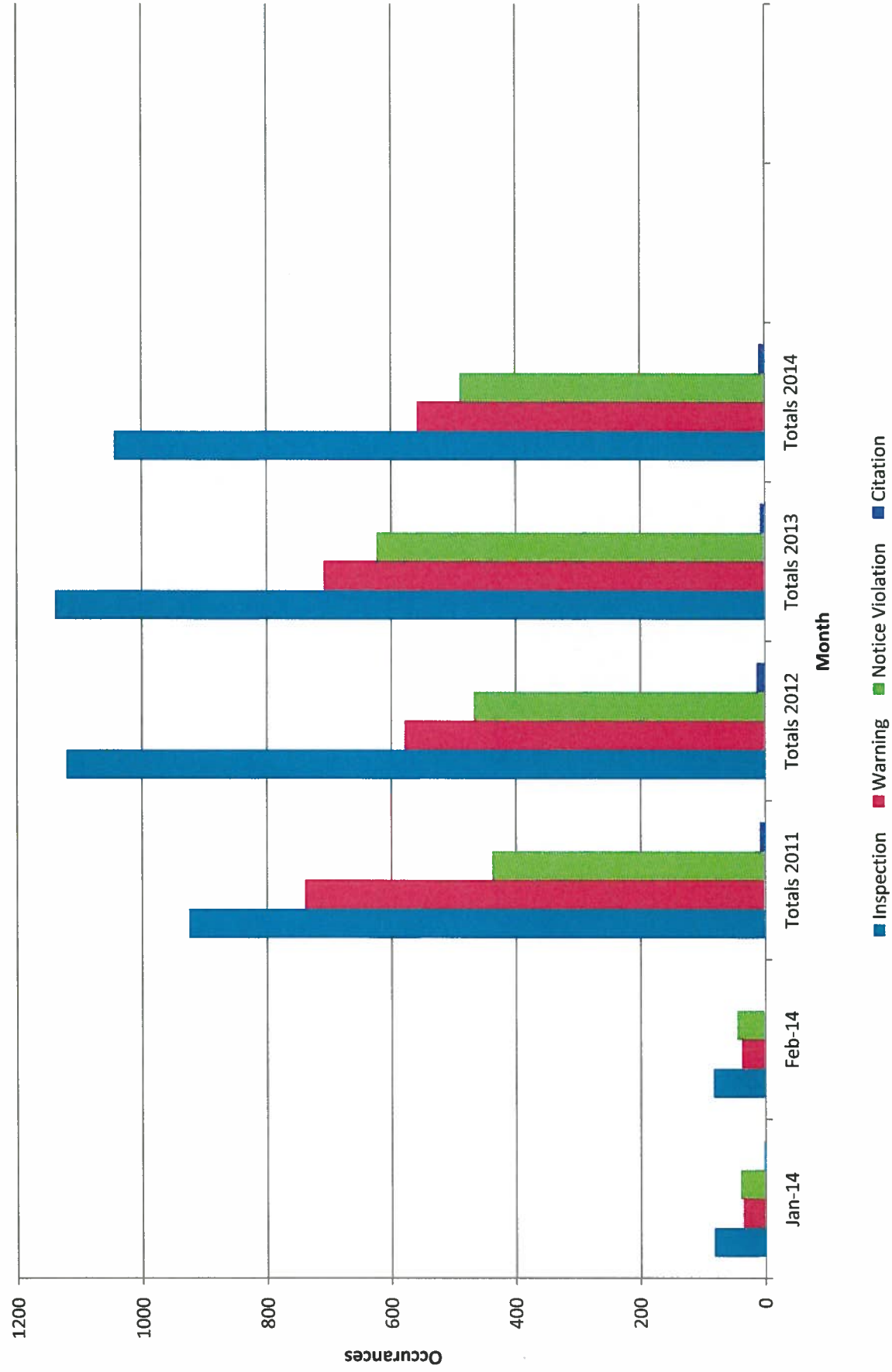


# Code Enforcement Activity Results

## City of Farmersville Police Department



# Code Enforcement Activity Results City of Farmersville Police Department



**FARMERSVILLE POLICE DEPARTMENT**

[illegible]



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

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL	CITATION	IMPOUND	CC SHELTER	CFS#
09/03/2014	3 Loose Dogs	N. Main	Returned to Owner	X					
09/03/2014	Stray Puppy	Raymond	CCAS				X		
09/03/2014	Loose Dogs	501 N. Main	Spoke w/Owner	X		X			
09/04/2014	Animal Complaint	602 N. Washington	Spoke w/Owner	X					
09/04/2014	Stray Puppy	Dollar General	Pound				X		

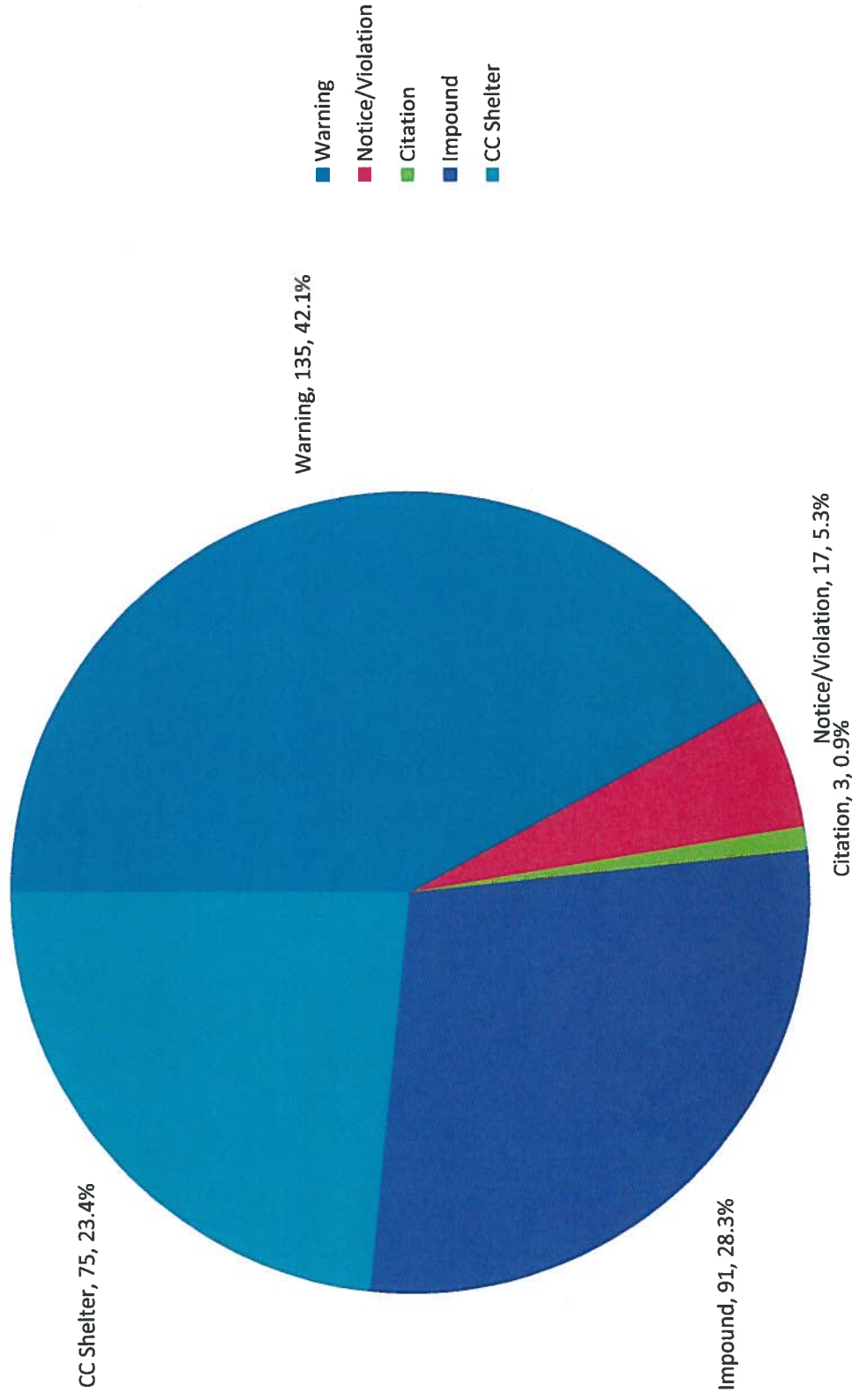


Windows Down



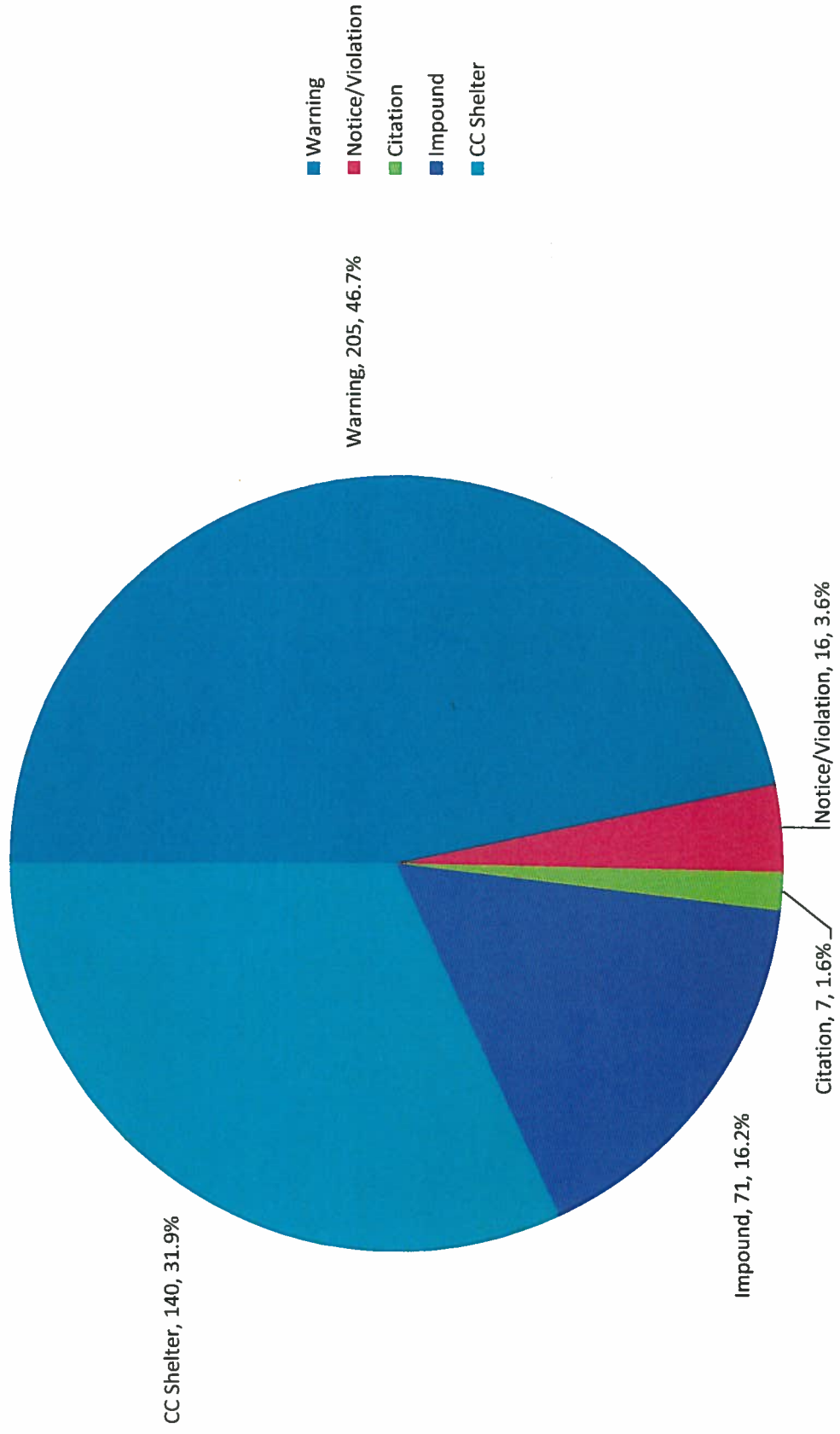
# Animal Control Activity Results

Farmersville Police Department  
Cumulative, Calendar Year 2014



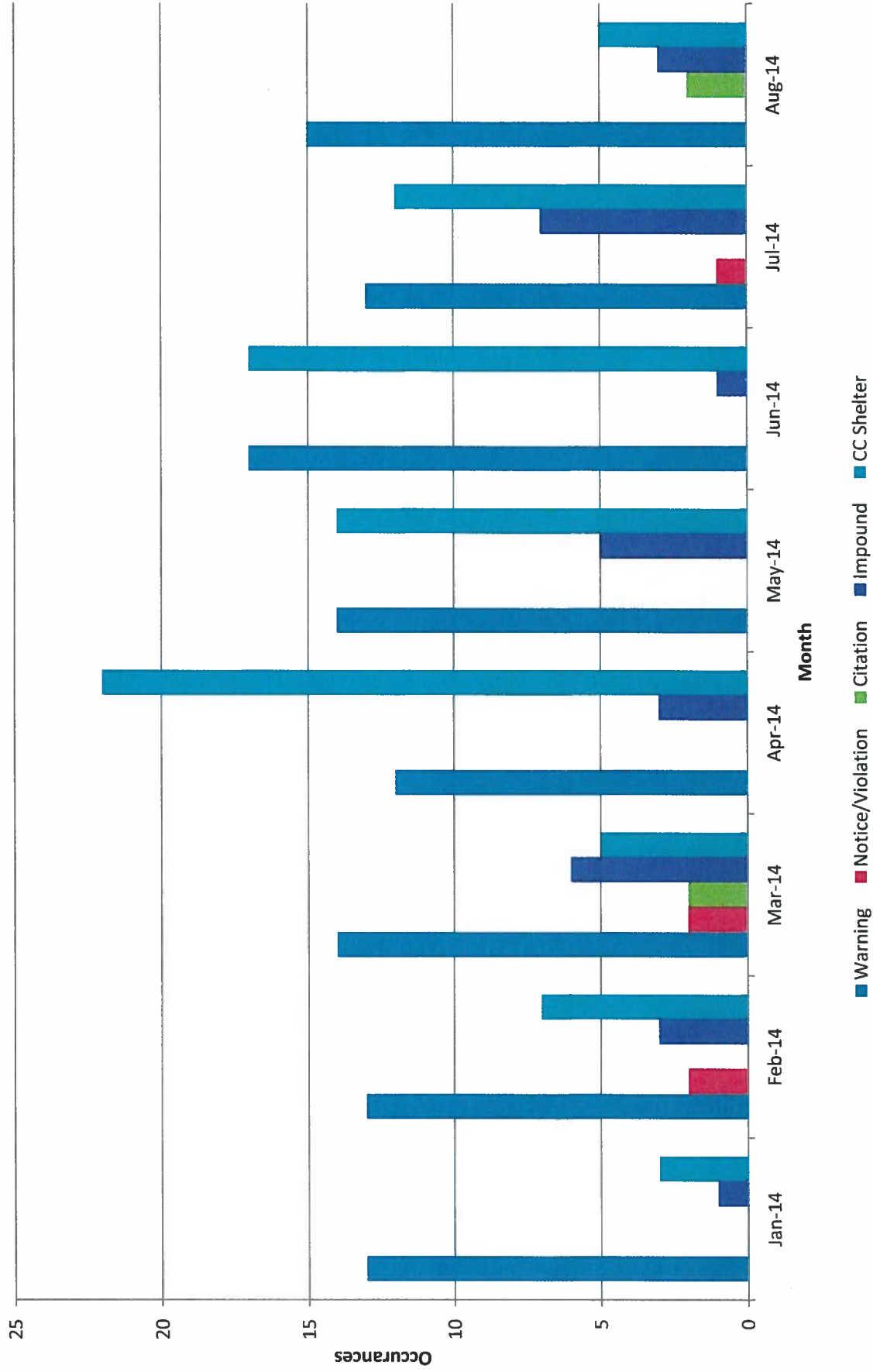
# Animal Control Activity Results

Farmersville Police Department  
Cumulative, Calendar Year 2014



# Animal Control Activity Results

## Farmersville Police Department





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: CONSENT AGENDA – Fire Department Report

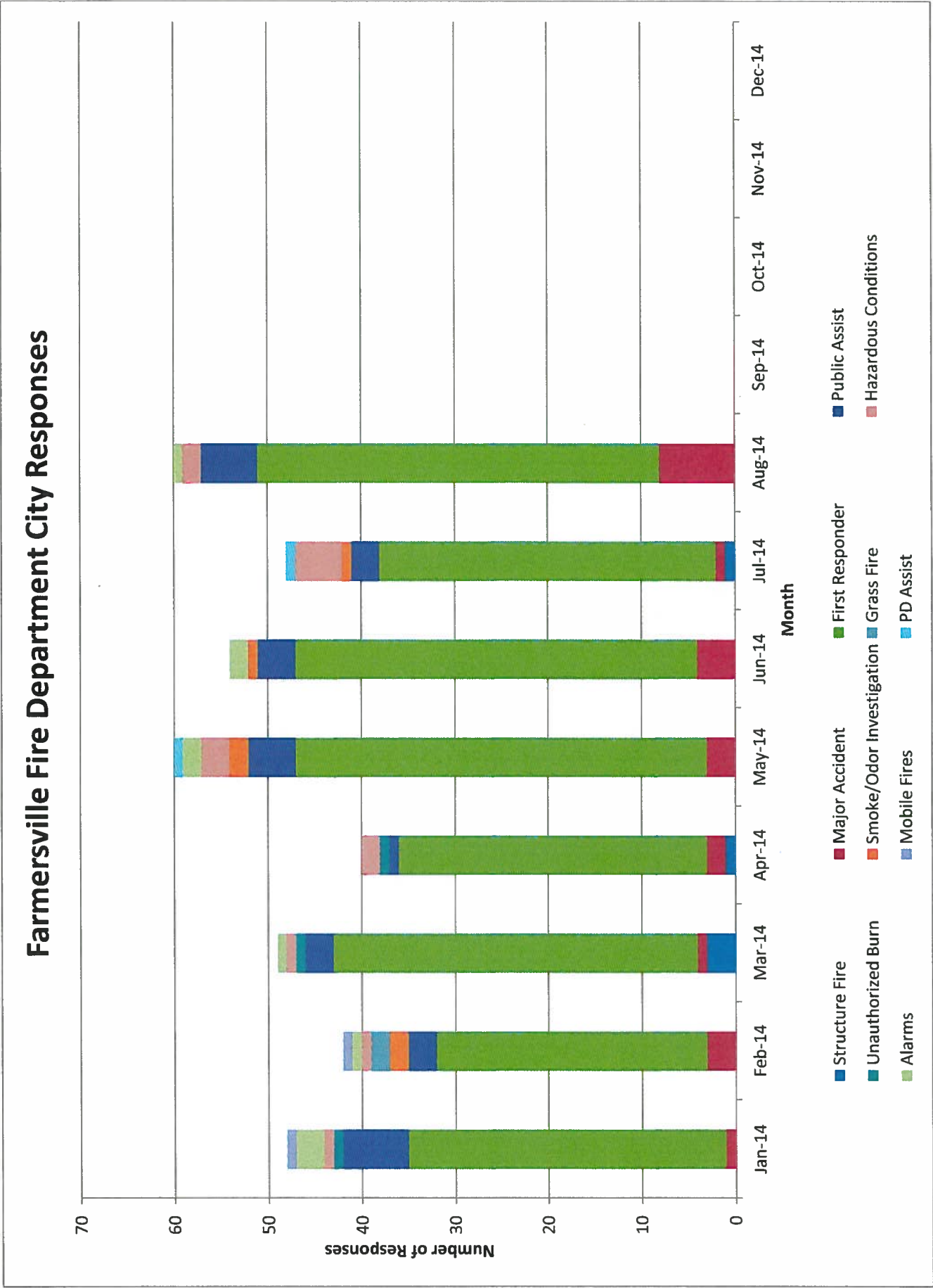
FARMERSVILLE FIRE DEPARTMENT  
CITY COUNCIL MONTHLY REPORT  
AUGUST 2014

1. The department recently assisted Princeton Fire Department with their fire school by hosting a class on ground ladders as well as Quint Operations for 13 students.
2. Chief Sullivan and Chief Morris attended a special workshop with the Collin County Emergency Planning Team to discuss the future "Train Derailment Class" to be held here in Farmersville. It is currently scheduled for May 16<sup>th</sup> and will involve multiple local, state, and federal agencies.
3. A grant has been submitted to the Texas Forestry Service to replace the brush truck that was recently finally declared to be totaled. We should be hearing from them within the next couple of weeks.

Respectfully Submitted,

KIM R. MORRIS  
Farmersville Fire Chief

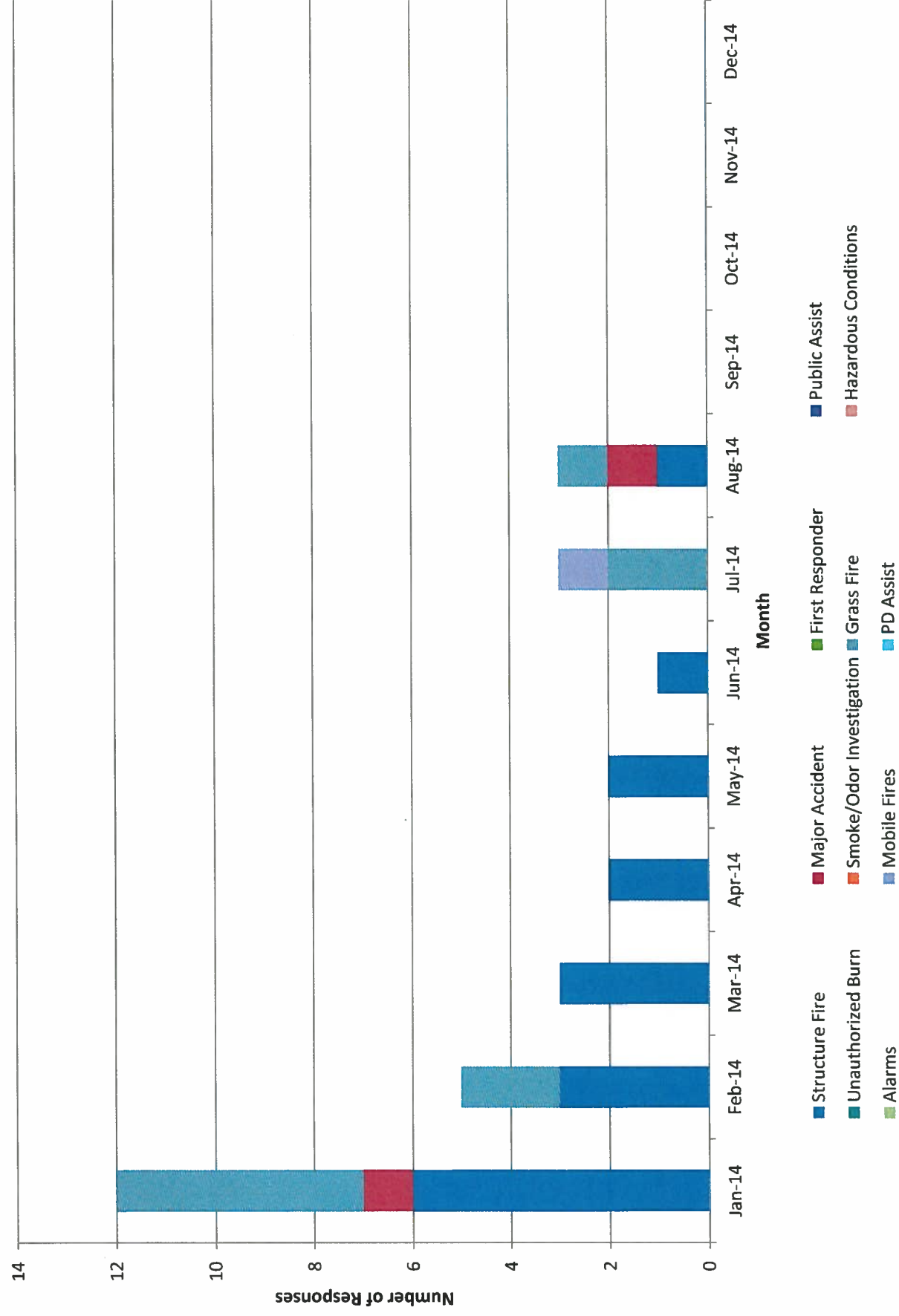


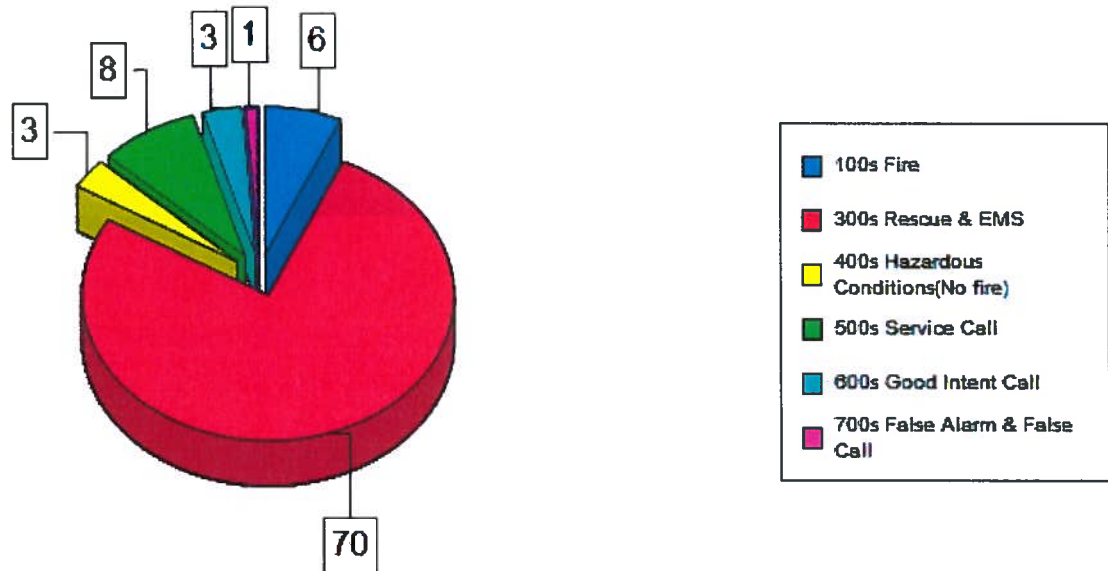
[illegible]

## Farmersville Fire Department County Responses



## Farmersville Fire Department Mutual Aid Responses





*Graphed Items are sorted by Incident Type*

**Type Of Incident:**

**Total Of Incidents:**

**Percentage Value:**

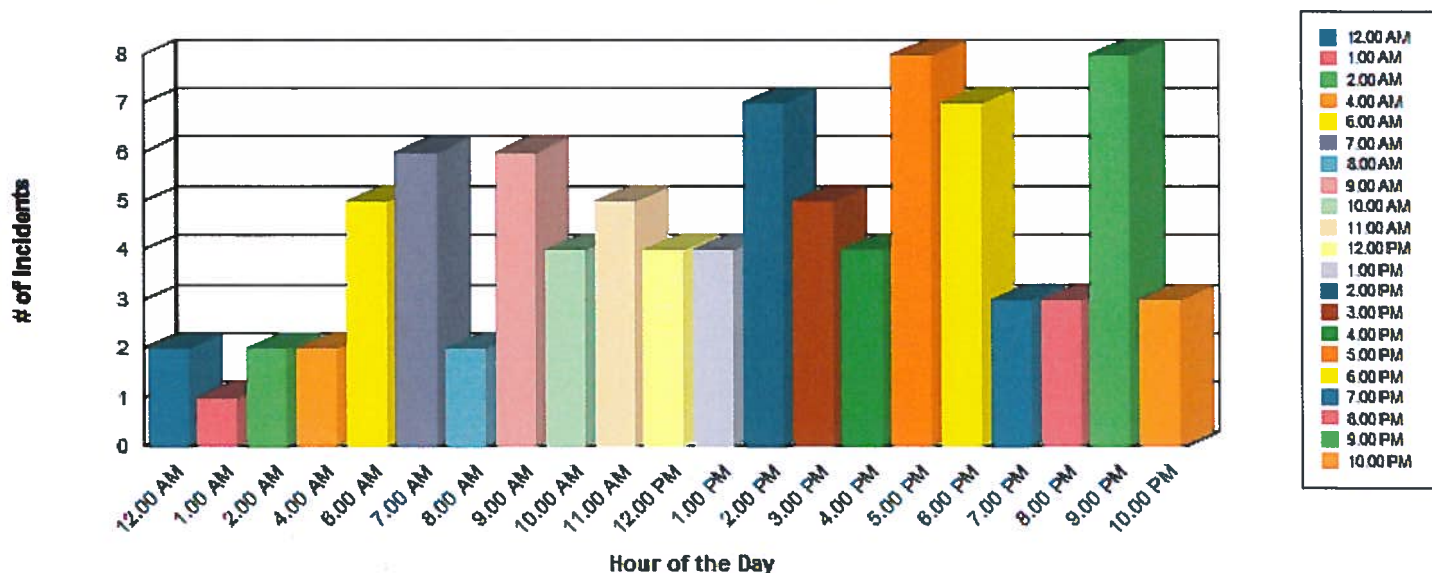
100 Series-Fire	6	6.59%
300 Series-Rescue & EMS	70	76.92%
400 Series-Hazardous Conditions(No fire)	3	3.30%
500 Series-Service Call	8	8.79%
600 Series-Good Intent Call	3	3.30%
700 Series-False Alarm & False Call	1	1.10%

**Grand Total: 91**

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

Print Date: 9/1/2014

## Incident Totals by Hour



**Hour of the Day: 12.00 AM**

Total # of Incidents: 2.00      % of Total Incidents: 2.20%

**Hour of the Day: 1.00 AM**

Total # of Incidents: 1.00      % of Total Incidents: 1.10%

**Hour of the Day: 2.00 AM**

Total # of Incidents: 2.00      % of Total Incidents: 2.20%

**Hour of the Day: 4.00 AM**

Total # of Incidents: 2.00      % of Total Incidents: 2.20%

**Hour of the Day: 6.00 AM**

Total # of Incidents: 5.00      % of Total Incidents: 5.49%

**Hour of the Day: 7.00 AM**

Total # of Incidents: 6.00      % of Total Incidents: 6.59%

**Hour of the Day: 8.00 AM**

Total # of Incidents: 2.00      % of Total Incidents: 2.20%

**Hour of the Day: 9.00 AM**

Total # of Incidents: 6.00      % of Total Incidents: 6.59%

**Hour of the Day: 10.00 AM**

Total # of Incidents: 4.00      % of Total Incidents: 4.40%

**Hour of the Day: 11.00 AM**

Total # of Incidents: 5.00      % of Total Incidents: 5.49%

**Hour of the Day: 12.00 PM**

Total # of Incidents: 4.00      % of Total Incidents: 4.40%

**Hour of the Day: 1.00 PM**

Total # of Incidents: 4.00      % of Total Incidents: 4.40%

**Hour of the Day: 2.00 PM**

Total # of Incidents: **7.00**

% of Total Incidents: **7.69%**

**Hour of the Day: 3.00 PM**

Total # of Incidents: **5.00**

% of Total Incidents: **5.49%**

**Hour of the Day: 4.00 PM**

Total # of Incidents: **4.00**

% of Total Incidents: **4.40%**

**Hour of the Day: 5.00 PM**

Total # of Incidents: **8.00**

% of Total Incidents: **8.79%**

**Hour of the Day: 6.00 PM**

Total # of Incidents: **7.00**

% of Total Incidents: **7.69%**

**Hour of the Day: 7.00 PM**

Total # of Incidents: **3.00**

% of Total Incidents: **3.30%**

**Hour of the Day: 8.00 PM**

Total # of Incidents: **3.00**

% of Total Incidents: **3.30%**

**Hour of the Day: 9.00 PM**

Total # of Incidents: **8.00**

% of Total Incidents: **8.79%**

**Hour of the Day: 10.00 PM**

Total # of Incidents: **3.00**

% of Total Incidents: **3.30%**

**Grand Total Incidents: 91.00**



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: CONSENT AGENDA – Municipal Court Report

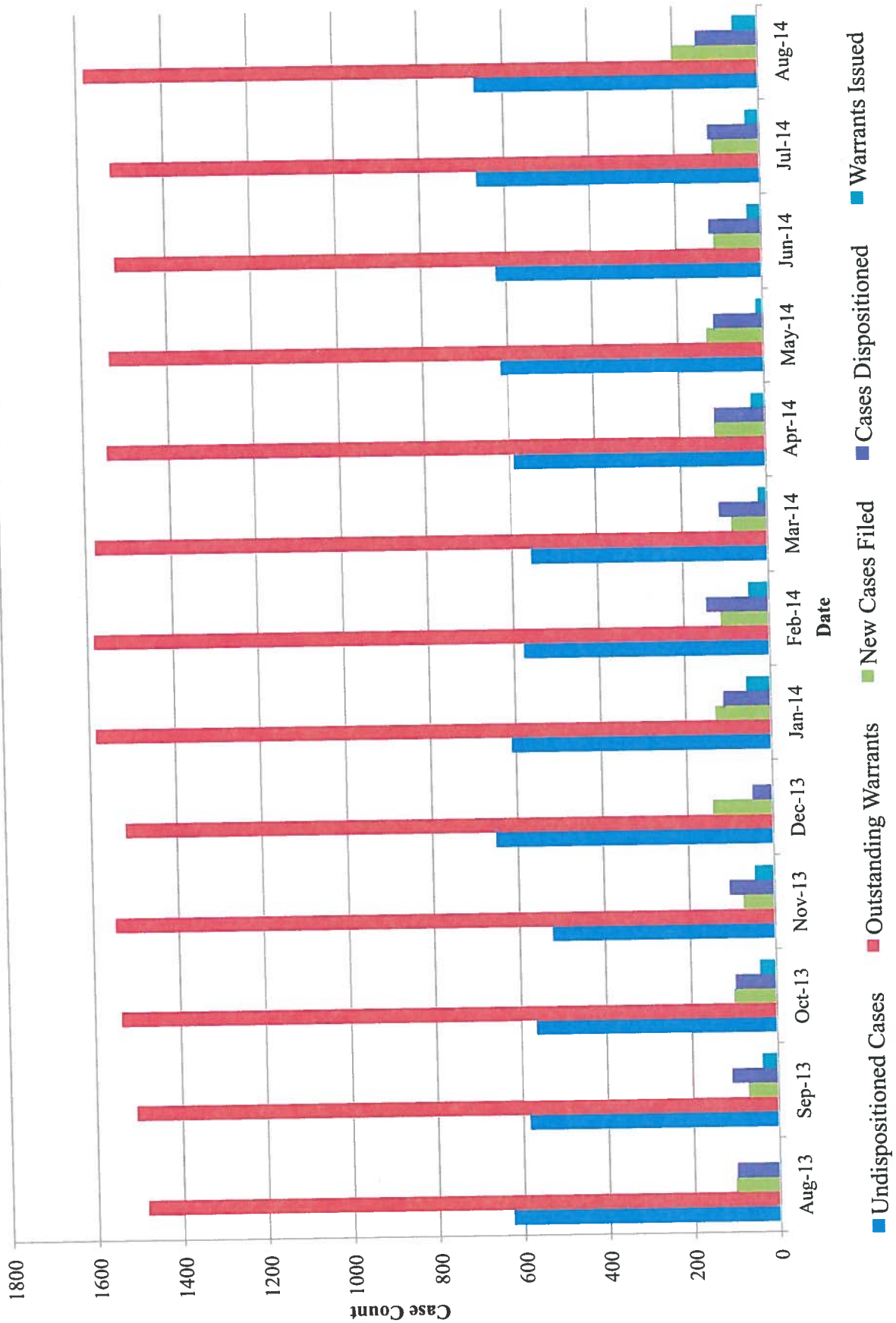
# FARMERSVILLE MUNICIPAL COURT

## MONTHLY REPORT AUGUST 2014

Cases Filed	201
Class C Complaints Received	0
Dispositions Prior to Trial	86
Pre-Trial Hearings Held	11
Non-Jury Trials Held	0
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	8
After Deferred Disposition	28
After Proof of Financial Responsibility	6
Compliance Dismissal	12
Dismissed at Trial (By Prosecutor)	4
Number of Disposed Cases	144
Total Revenue	\$24,341.80
Total Kept by City	\$15,060.72
Total Remitted to State	\$9,281.08



# Municipal Court Case and Warrant Rate





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: CONSENT AGENDA – Warrant Officer Report

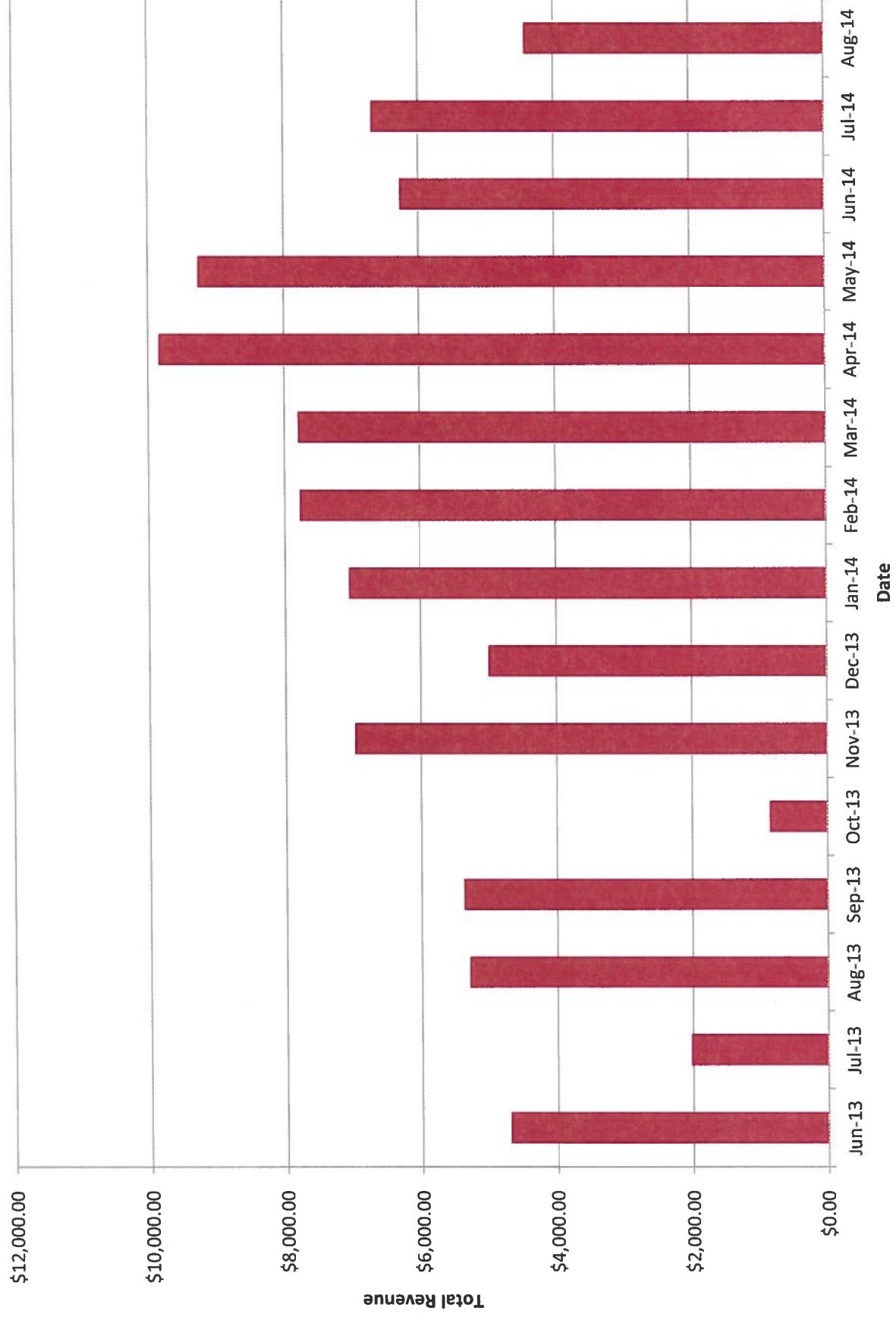


## **FARMERSVILLE MUNICIPAL COURT WARRANT OFFICER REPORT**

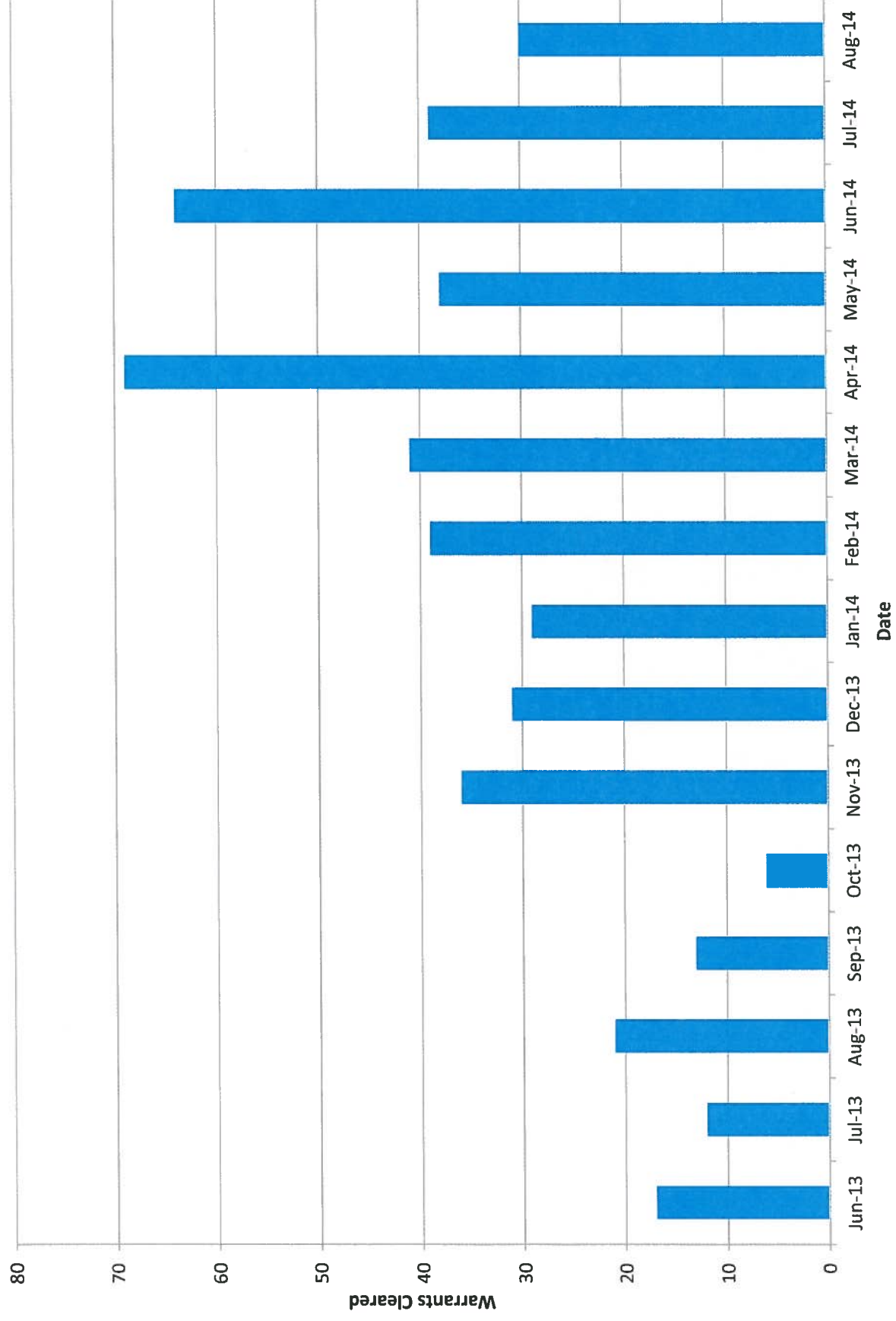
**AUGUST 2014**

Total Outstanding Warrants	1581
Total Due from Outstanding Warrants	\$445,829.80
New Warrants Issued by Court	58
Total Warrants Cleared	30
Total on Payment Plan	170
Total Warrant Revenue	\$4,422.80
Total Time Served Credit	\$115.00
Total Cash Payments/Bonds Applied	\$4,307.80
Arrests Total	6

## Total Warrant Revenue



## Total Warrants Cleared



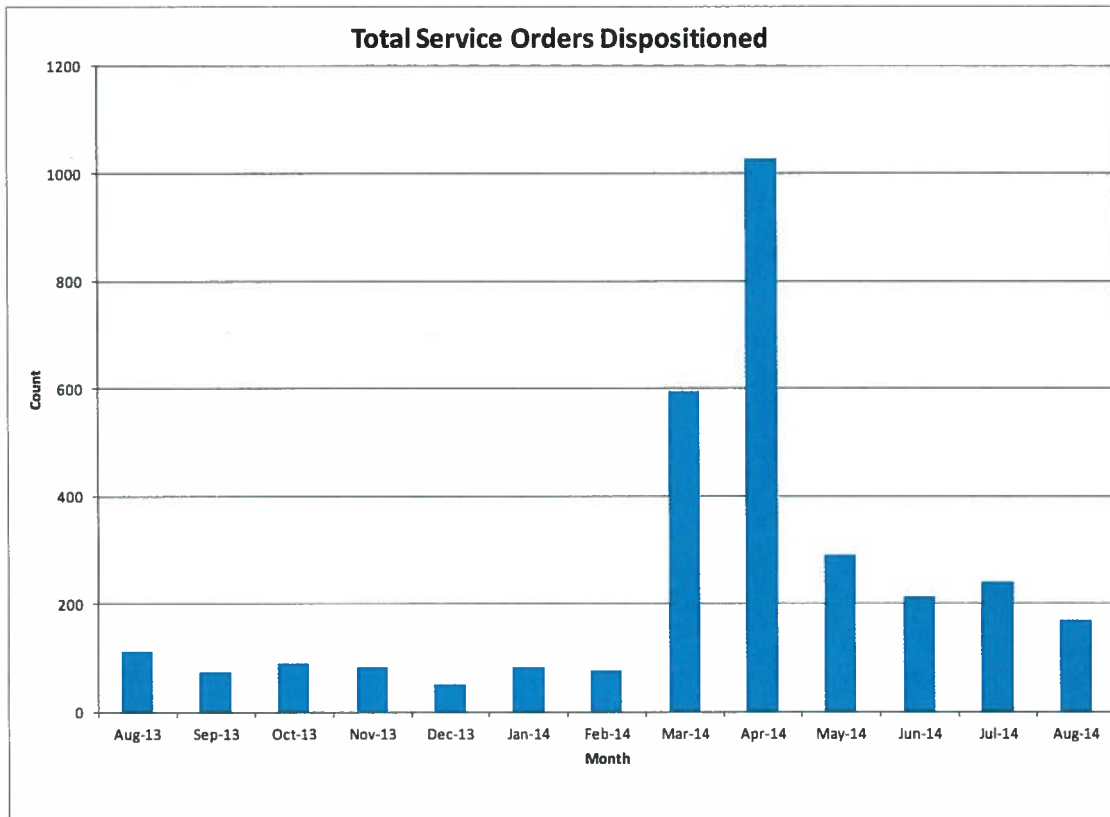


TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: CONSENT AGENDA – Public Works Report



## Public Works Monthly Report

### Service Order Status



Service Order Group	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14
Utility Billing	32	31	24	30	16	20	22	20	34	92	42	56	70
Street System	2	1	1	0	3	2	3	0	4	4	6	4	5
Water System	15	22	25	14	5	25	31	20	49	26	91	102	35
Waste Water System	2	3	5	3	5	4	5	6	3	3	2	7	2
Storm Water System	4	0	1	2	2	0	0	0	0	0	0	0	0
Property and Buildings	2	2	2	3	0	2	4	6	1	4	2	8	5
Electrical System	0	0	0	0	0	0	0	525	907	147	47	38	34
Refuse System	39	14	28	19	17	25	1	11	20	11	14	13	15
Projects	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicles	1	0	0	0	0	0	0	0	0	0	0	0	0
Public Works	0	0	0	0	0	0	0	0	0	0	1	2	2
Miscellaneous	15	1	4	11	2	4	9	6	10	4	7	10	2
Total	112	74	90	82	50	82	75	594	1028	291	212	240	170

#### Note:

1. Number of outstanding service orders, 22 days or older (backlog): 38
2. Number of elevated service orders: 0 completed, 2 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. Maple Street
    - ii. Rike Street at Summit, intersection area.
    - iii. Locust Street
    - iv. Hale Street
    - v. Gaddy Street, King Street to Windom Street
    - vi. 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, however modifications are taking place.
  - 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 2015
  - 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 4. Looking East from Bridge

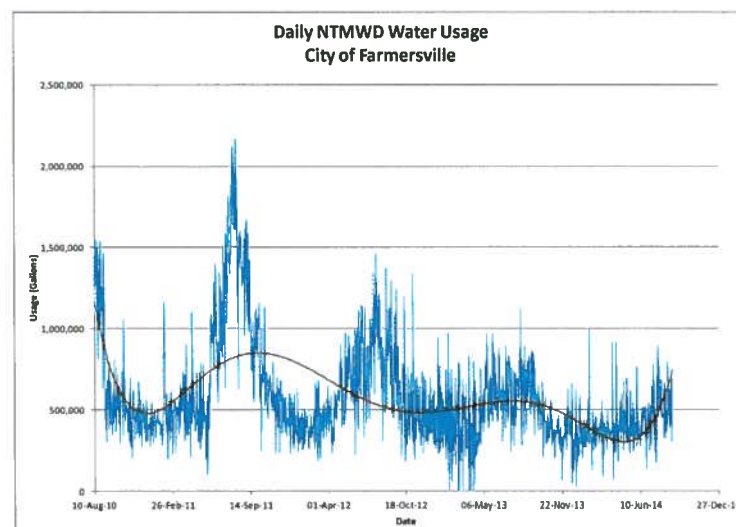
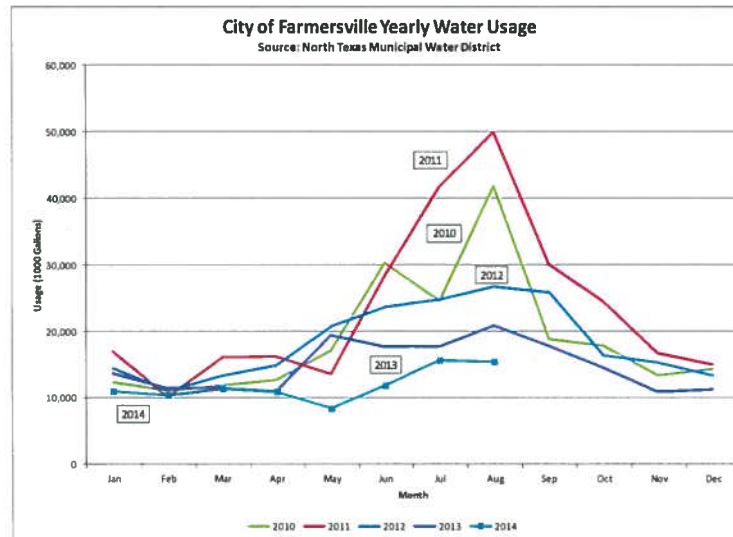
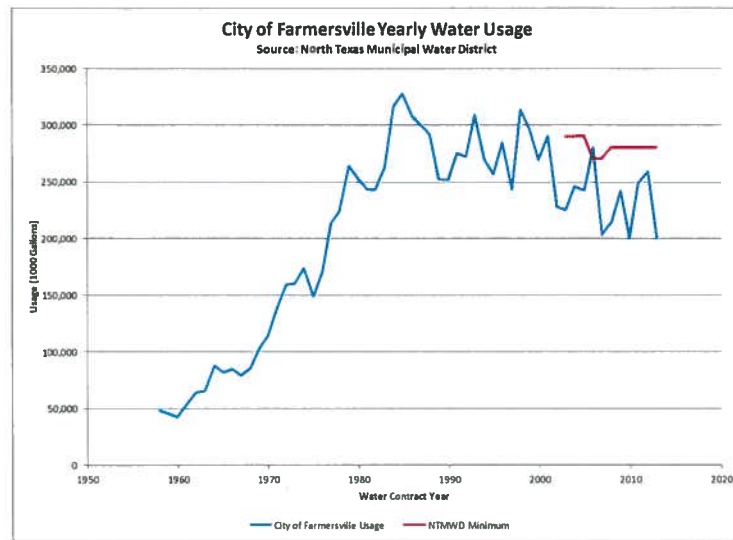


Figure 3. Looking West from Bridge

## Water System

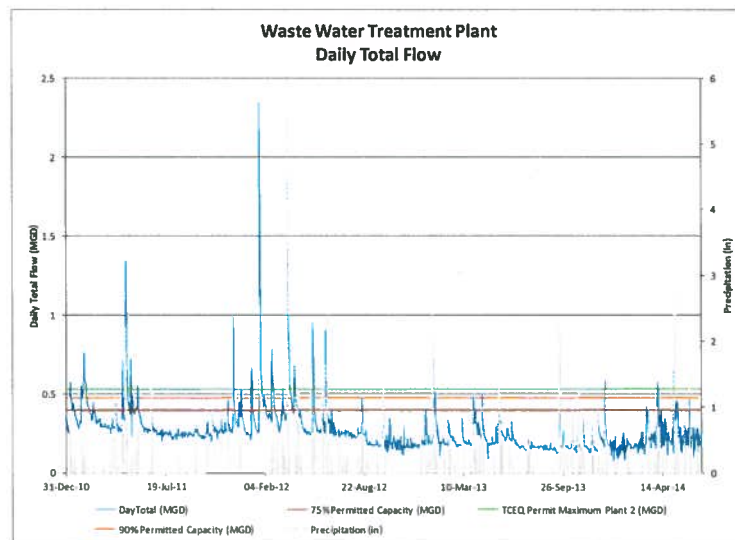
1. Project backlog
  - a. Install 4" waterline for service center expansion. (In-work)
  - b. Replace automatic transfer switch for water plant generator.
  - c. Repair leak under east elevated water tank. Temporary repair is complete. Long term fix will be necessary. East EWT has been placed back into operation.
  - 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 (1412+4):
  - a. Residential Meters (1167 +4)
  - 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 21 July 2014 thru 20 August 2014, 30 days)
  - a. Inflow (NTMWD), Calendar Year to Date: 95,802,000
  - b. Inflow (NTMWD), Month: 15,250,000
  - c. Usage, Calendar Year to Date 89,276,970 gallons
  - d. Usage, Month: 12,504,820

- e. Usage, Average Daily Water Usage for the Month: 416,828 gallons
  - f. Calendar Year Water Loss Percentage (to date): 6.81%
4. Stage 3 water restrictions are in place.



## Waste Water System

1. Project backlog:
  - a. Community Development Block Grant (CDBG) to fund sewer system project. See project status below.
  - b. GO Bond related engineering. See project status below.
  - c. Orange Street sewer lift station reconfiguration.
2. Continuing to deploy new automated meter reading system. The following meters have been deployed:
  - a. West of SH78
  - b. East of Floyd Road
  - c. FM 2194, Willowbrook, and Merit Road (north of Murchison)
  - d. Pecan Creek
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.

- d. Backlog: Install new generator. This project on hold pending resolution of generator issues at the Charles R. Curington Public Safety Building.
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. Charles R. Curington Public Safety Building
  - a. Continuing to work on generator issues. Ken Parker Services is currently working with the manufacturer to resolve premature over-current trip conditions.
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.
  - b. Backlog: Install new generator. This project on hold pending resolution of generator issues at the Charles R. Curington Public Safety Building.
12. Rambler Park.
  - a. Splash Pad has been repaired and is open!!!
  - 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+0):
  - a. Residential Meters (1275 +0)
  - b. Commercial Meters (227+0)
  - c. Industrial Meters (16)
  - d. Public Meters (45)
2. Consumption Report (History Started 16 Apr 2014, Month 21 July 2014 thru 20 August 2014, 30 days)
  - a. Usage, Month: 2,805,352 kW-Hr.
3. Construction to move electrical wires over the railroad at Hill Street 70% complete. 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. Surcharge Projects. Still need to add costs
  - a. Pole Straightening/Change Out
    - i. Orange Street. (complete)
    - ii. Walnut Street, between 700 and 900 block
    - iii. Wilcoxson, 500 block
    - iv. North Washington Street
  - b. Wire upgrade. Copper to aluminum/resizing
    - i. Walnut Street, between 700 and 900 block
    - ii. North Washington Street
  - c. Transformer resizing.
  - d. Lighting upgrades

- i. Murchison Street (complete)
  - ii. North Washington Street
- e. Fusing & Sectionalizing.
- f. Removal of open wire secondary.
  - i. Gaddy Street, 1000 block (complete)
  - ii. North Washington Street
- g. Automated Meter Infrastructure System

### **Refuse System**

1. Moving forward with Household Hazardous Waste (HHW) program. Informational letters sent out to home owners. Program has started and is underway. Expect full implementation in September 2014.

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

1. Amy Carwash building continues progressing.
2. Nursing center on West Audie Murphy Parkway is underway.
3. Dental Office on West Audie Murphy Parkway is underway.
4. One more building permits issued to DR Horton in Aston Estates.
5. AFI sanitary sewer permit in progress

### **Vehicles/Tools**

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

## 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	Oct-14	Construction started. Phase I, II, III, IV substantially completed. Phase V 98% 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	Construction complete. Received check for \$147K. Awaiting fund reimbursement for remaining \$3K. Performing internal audit to make sure all cost have been covered.
Chaparral Trail Grant Collin County Open Space (Phase III)	\$300,000	\$150,000 (4B, \$60K 2013) (4B, \$60K 2014) (CoF, \$30K 2014)	Jun-14 (est)	Oct -14	Grant awarded. 75% documentation package distributed and awaiting feedback.
Waste Water System Community Development Block Grant (CDBG)	\$275,000	\$41,250 (Cash)	Awarded	Awarded	Awarded, awaiting State contract probably sometime after mid-year.
Waste Water Treatment Plant Texas Revolving Fund	\$14,000,000	Loan, 100%	Not Awarded Yet	Not Awarded Yet	Application turned in. This does not obligate the City but does give us an option.
Farmersville Parkway Phase III Collin County Bond	\$3,800,000	\$1,900,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%.
Floyd Street Extension Collin County Bond	\$200,000	\$100,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%

Red indicates change from last council meeting.

## General Obligation Bond Projects

Project Number	Project Name	Budget	Projected Or Actual Cost	Status	Estimated Construction Start Date	Estimated Construction End Date
Street Projects						
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	123,000	80,713	Complete	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		Complete	May-13	Sep-14
6	Hamilton Street Overlay (Yucca to Gaddy)	88,000		Complete	May-13	Sep-14
7	Central Overlay (College to Prospect)	101,000		Complete	Apr-13	May-14
8	Beech Street Overlay (Main to Beene)	137,000		Construction	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	3,301,168	272,660		
Street Projects GO Bond Allocation		3,575,000				
Water Projects						
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	Sep-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
Wastewater Projects						
21	S Main & Abbey – Gravity Main	52,000	52,000	Not Started	Jan-15	Apr-15
22	Hwy 78 & Maple St – Gravity Main	57,000	57,000	Not Started	Jan-15	Apr-15
23	Hwy 78 & CR 611 – Gravity Main	172,500	172,500	Not Started	Jan-15	Apr-15
24	Floyd St – Lift Station	50,000	50,000	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 Helmlinger for bid, 50% completion, 75% completion and 90% completion	1-Dec-2013	BEN				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			3. Install 1 set of bleachers. Received 3 more sets of bleachers	Open
City Hall Fire Marshal Action Items	1. provide panic hardware on second exit 2. secure chairs together(when 4 in row)	25-Mar-2014	Ben White			3. is completed	Open

Project Name	Project Description	Date of Request	Person Assigned	Service Order		CLOSE DATE
				Number	NOTES	
Sewer Plant Fire Marshal Action Items	1. provide fire extinguisher 2. label diesel tank 3. open spaces in elect panel 4. SCBA missing (is this required per emergency plan?)	25-Mar-2014	Ben White		1. is completed	open
Riding Arena Fire Marshal Action Items	1. comply with ICC bleacher requirements 2. provide access to building (key provided did not work)	28-Mar-2014	Ben White		Ordered prototype bleacher	Open
Public Works Annex Fire Marshal Action Items	No violations Note: recommended to put "Do Not Enter" sign on storage side of the building	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	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.	Open
Civic Center Fire Marshal Action Items	1. Provide panic hardware (all doors except main entrance 2. Post occ load 3. Provide ansul cooking system	28-Mar-2014	Ben White		1. completed	Open
JW Spain Handicap Parking	Install parking places for handicap parking	28-Mar-2014	Ben White			Open
Welcome Sign north	fix the welcome billboard	22-Apr-2014	public works			open



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 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

### August – 2014

<b>Circulation:</b>	<b>2539</b>
<b>Computer Users:</b>	<b>317</b>
<b>Wi-Fi User Estimate:</b>	<b>51</b>
<b>Visitors:</b>	<b>1859</b>
<b>Inter-library Loan</b>	
<b>Books loaned to other libraries:</b>	<b>8</b>
<b>Books borrowed for our patrons:</b>	<b>1</b>
<b>Patrons Saved \$ *</b>	<b>\$ 35,859.49</b>
<b>New Patrons:</b>	<b>21</b>
<b>Volunteer Hours Donated:</b>	<b>36 hours 5 minutes</b>

### Summer Reading Club – August Attendance

<u>Date</u>	<u>Children</u>	<u>Adults</u>	<u>Theme</u>
08/06/2014	12	10	Fantastic tales from hither and yon!
08/13/2014	12	7	Who left the barn door open?
08/20/2014	15	9	All Aboard the Seuss Caboose!
August Total:	92	45	137

**Summer Reading Club program totals:** 255 children, 123 adults over the 13 week program. Thanks to our SRC Coordinator, Wyndi Veigel, who coordinated the program fantastically again this year and all of the volunteers and sponsors who helped make this year special for the kids.

Summer Reading for Adults and Teens had 4 adult participants and 7 teen participants read 10 books to enter a prize drawing.

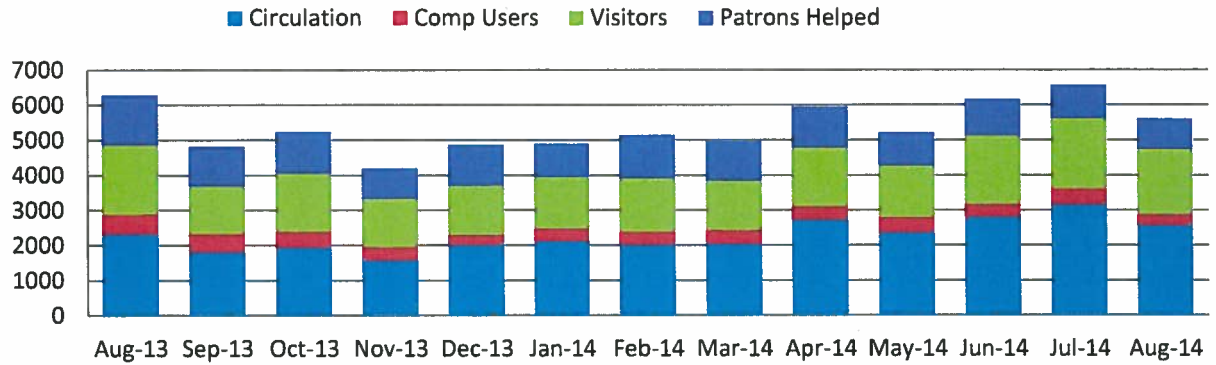
**August “Food for Fines” totals:** 46 items of food donated, \$33 fines forgiven.

**“Food for Fines” Program Totals - June through August:** 209 items of food, \$332 fines forgiven.

Trisha Dowell attended the Collin County Commissioner budget hearing on August 19, 2014, along with the Library Directors from Allen and Prosper, to give a personal statement on what the County funds mean to our community and library and to express appreciation for their past support.

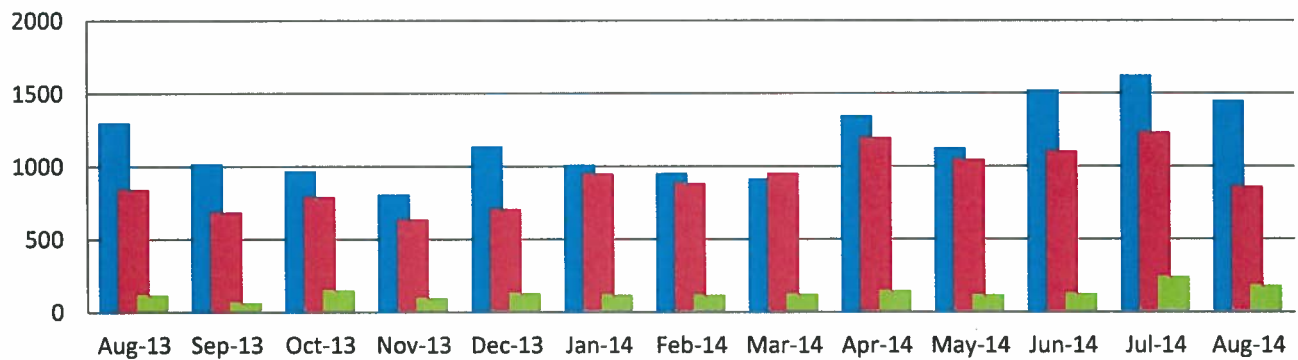


## Library Usage



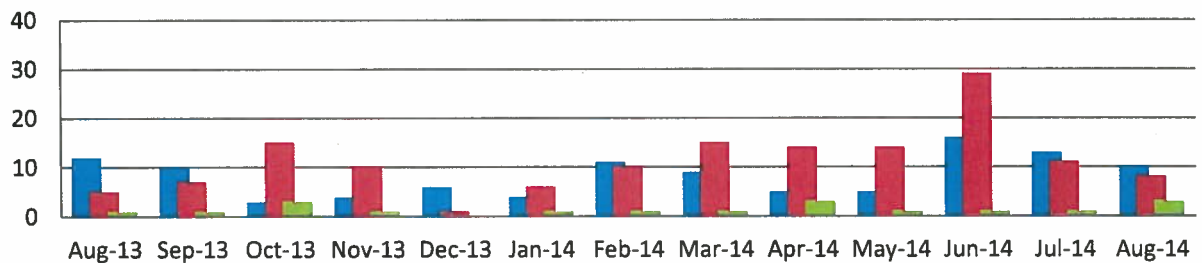
	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14
Patrons Helped	1436	1142	1200	875	1171	965	1254	1131	1184	950	1057	967	886
Visitors	1973	1360	1659	1380	1406	1474	1513	1412	1674	1489	1952	2011	1859
Comp Users	571	519	452	384	286	363	378	399	377	432	367	446	317
Circulation	2308	1794	1929	1555	1994	2097	1997	2020	2713	2335	2784	3141	2539

## Circulation by Patron Type



	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14
City	1300	1017	967	806	1135	1008	952	912	1346	1124	1521	1621	1451
County	842	684	789	633	704	945	881	951	1196	1045	1101	1232	858
Other	117	63	151	96	128	116	115	120	143	114	122	240	180

## New Patrons



	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14
City	12	10	3	4	6	4	11	9	5	5	16	13	10
County	5	7	15	10	1	6	10	15	14	14	29	11	8
Out of County	1	1	3	1		1	1	1	3	1	1	1	3



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: CONSENT AGENDA – City Manager's Report



## City Manager Monthly Report

### City Manager General

1. Attended the following meetings:

Meeting Description	Attended
City Council Meeting	2
Farmersville Economic Development Corporation (4A)	1
Farmersville Community Development Corporation (4B)	1
Planning and Zoning Commission	1
Citizens Advisory Committee	0
Parks and Recreation Board	1
Main Street Board	1
Downtown Merchants Meeting	0
Capital Improvements Advisory Commission	0
Building and Property Standards Meeting	0
Farmersville Garden Club	0
Realtors Meeting	0
Chamber of Commerce Board Meeting	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 and sewer)
    - 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)
  - 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
  - d. Tantalus Systems for Farmersville Electric AMI system
  - e. Collin County Road Improvement ILA
  - f. TLC NetCon (IT services)

## **Planning**

1. Continued working with 4B on planning for Towne Centre concept.

## **Policy Changes**

1. Backlog
  - a. Information Technology policy.

## **Personnel Related Matters**

1. Hired new Farmersville Electric Journey Lineman, Chris Ducas.

## **Customer Service Window**

1. On-Line billing system being used more often, 184 accounts.

## **Budget/Finance**

1. Prepared and presented budget workshops to City Council. Budget workshops are complete.
2. Currently finalizing budget numbers for proposed 2014/2015 budget for approval.
3. Received true-up check from Sharyland.

## **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. High-speed RF link between City Hall network and the library network established.
3. Upcoming projects
  - a. Better backup processes
  - b. Microsoft Office Suite 2010
  - c. Hardware audit and review

## **Special Events**

1. Helped with preparations for Herb Ellis Jazz Festival, 21 March 2015.
2. Helped with preparations for Old Time Saturday, 4 October 2014.



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – FEDC (4A) Meeting Minutes

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)

FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION  
MEETING MINUTES  
June 19th, 2014

The Farmersville EDC met in regular session on June 19th, 2014, at 7:00 p.m. at the City Council Chambers with the following members present: Bob Collins, Chris Lair, Kris Washam, and Kevin Meguire. Staff members present were City Manager Ben White, City Accountant Daphne Hamlin, and Mayor Joe Helmberger. Also recognized was Leaca Caspari

CALL TO ORDER

Mr. Collins convened the meeting at 7:05 p.m. and announced that a quorum was present.

RECOGNITION OF CITIZENS/VISITORS

Special guest recognized was Leaca Caspari

RECEIVE REPORT ON STATUS OF STATE HIGHWAY 380 RECONSTRUCTION PROJECT FROM LAKE LAVON TO THE COLLIN/HUNT COUNTY LINE

City Manager Ben White updated the EDC 4A board on the progress of the Highway 380 Project. Mr. White stated not a significant change on progress since last meeting. Floyd Street is scheduled to shut down due to culvert installation in August. Mr. Collins asked if the Railroad construction is slowing down. Mr. White stated KCS Railroad discovered an electrical line's too low and are having engineer plans drawn for replacement of electrical lines. Mr. White stated cost to move electric line will be approximately \$30k. KCS Railroad has agreed to pay the City of Farmersville a set amount of \$22k for relocation of electrical lines.

UPDATE REGARDING COLLIN COLLEGE

Mr. Collins updated the EDC 4A board on the Collin College Farmersville Campus. Mr. Collins said a retreat is scheduled for June 2014 and both Celina and Farmersville are on the agenda for discussion.

DISCUSSION AND POSSIBLE ACTION REGARDING A WORK-SESSION ON REVIEWING THE CURRENT LAW AND REGULATIONS FOR THE EDC 4 BOARD

EDC 4A Board asked Ms. Hamlin to contact Brown & Hofmeister firm to schedule a work-session on current laws governing the EDC 4A Board.

DISCUSSION AND POSSIBLE ACTION REGARDING FARMERSVILLE TOWNE CENTRE

Mr. Collins had a power point presentation showing map of Farmersville and surrounding areas. Mr. Collins felt as though Farmersville lies in the middle of growth. Mr. Collins stated that Highway 78 and Highway 380 are the main thoroughfares and plans for the future growth are needed.

Mr. Collins stated proposing a Towne Centre Zone long term and a master plan are needed to have a way for people to be drawn into the historical district.

Mr. Collins feels the next step would be for EDC 4A Board to go before City Council for a commitment. Mrs. Washam stated that phase (1) would be just developing a master plan. EDC 4A Board plans to proceed forward with Towne Centre Plan.

DISCUSSION AND REVIEW CURRENT 2013-2014 BUDGET AND GOALS AND PROPOSED 2014-201R BUDGET AND GOALS

EDC 4A Board reviewed and discussed the upcoming 2014-2015 and current 2013-2014 Budget. Ms. Hamlin will have documents prepared for next regular scheduled meeting in August.

CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR JUNE 2014, AND REQUIRED BUDGET AMENDMENTS

On a motion by Mrs. Washam and a second by Mr. McGuire, the Board approved the financial statements for June 2014. Motion carried unanimously.

CONSIDERATION AND POSSIBLE APPROVAL OF THE MINUTES OF THE MAY 15<sup>TH</sup>, 2014 MEETING

On a motion by Mr. McGuire and a second by Mrs. Washam, the Board approved the meeting minutes of the May 15<sup>th</sup>, 2014 meeting. Motion carried unanimously.

DISCUSSION ON CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA


ADJOURNMENT

On a motion by Mr. Lair and a second by Mrs. Washam, the Board adjourned at 8:44p.m.



Bob Collins, President

ATTEST:

  
Kris Washam, Secretary

FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION  
MEETING MINUTES  
July, 2014

The Farmersville EDC met in regular special session on July 31st, 2014, at 6:00 p.m. at the City Council Chambers with the following members present: Bob Collins, Chris Lair, , and Kevin Meguire. Staff members present were City Manager Ben White, City Accountant Daphne Hamlin, and Mayor Joe Helmberger.

CALL TO ORDER

Mr. Collins convened the meeting at 6:08 p.m. and announced that a quorum was present.

RECOGNITION OF CITIZENS/VISITORS

No Special guest recognized.

DISCUSSION WITH POSSIBLE ACTION REGARDING REAL ESTATE STRATEGY

EDC 4A Board met to discuss the possibility of acquiring real estate recently placed on the market. Mr. Collins stated he felt that the EDC 4A Board should not consider acquiring real estate and feels the location of the property for sale could not be used for industrial use.

Mr. White stated any zoning changes would need to go before City Council and Planning and Zoning. Mr. Meguire stated he completely agreed with Mr. Collins it is not in the best interest for EDC 4A to purchase property. Mr. Meguire stated EDC 4A main focus at this time needs to be directed towards infrastructure. Mr. Meguire stated with infrastructure we could grow job development. Mr. Meguire stated he feels it is not EDC 4A roll to own assets with taxpayer dollars. Mr. Meguire stated it is EDC 4A goal to accrue cash to attract corporations into Farmersville.

Mr. Lair stated he did not feel EDC 4A has enough funds to commit towards real estate purchases at this time.

It was the EDC 4A Board decision not to pursue purchase of real estate at this time. No action taken.

DISCUSSION ON CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA

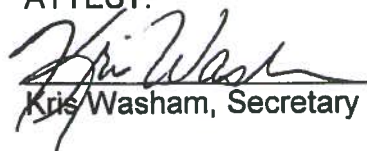
ADJOURNMENT

On a motion by Mr. Lair and a second by Mr. Meguire, the Board adjourned at 6:29p.m.



Bob Collins, President

ATTEST:



Kris Washam, Secretary

FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION  
MEETING MINUTES  
July, 2014

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DISCUSSION ON CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA

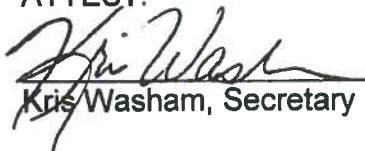
ADJOURNMENT

On a motion by Mr. Lair and a second by Mr. Meguire, the Board adjourned at 6:29p.m.



Bob Collins, President

ATTEST:



Kris Washam, Secretary



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – FEDC (4A) Financial Report

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

**August 2014**

**Prepared by: Daphne Hamlin**



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

<b>Statement Balance 8-1-2014</b>	<b>\$246,172.38</b>
<b>Deposits:</b>	
<b>Sales Tax:</b>	<b>\$19,735.49</b>
<b>Cking Int .05%</b>	<b>\$10.75</b>
<b>CD Interest</b>	<b>\$74.31</b>
<b>Transfer to Texpool</b>	
<b>Transfer from Texpool</b>	<b>\$-</b>
<b>Checks 1103-1104</b>	<b><u>\$(1,270.59)</u></b>
<b>Statement balance 9-1-2014</b>	<b>\$264,722.34</b>

**Outstanding Transactions**

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

<b>Balance 9-1-2014</b>	<b><u>\$264,722.34</u></b>
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## Farmersville Economic Development Corporation

## Cumulative Income Statement

For the 12 Months Ended, September 30, 2014

	FY 2014 Budget	October	November	December	January	February	March	April	May	June	July	August	September	YTD
<b>Beginning Bank Balance</b>		\$146,798.94	\$160,436.50	\$182,136.79	\$200,540.72	\$178,676.30	\$200,602.48	\$178,963.41	\$184,809.66	\$212,296.82	\$228,902.79	\$246,172.38		
<b>Deposits</b>														
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	\$17,187.58	\$19,735.49		\$199,368.72
Interest Income cding	\$1,100.00	\$7.28	\$6.72	\$7.78	\$8.06	\$6.91	\$8.40	\$7.53	\$8.66	\$9.04	\$10.09	\$10.75		\$91.22
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	\$71.92	\$74.31		\$863.36
<b>Total Revenue</b>	<b>\$161,100.00</b>	<b>\$167,546.50</b>	<b>\$182,136.79</b>	<b>\$200,540.72</b>	<b>\$214,386.61</b>	<b>\$200,602.48</b>	<b>\$216,274.41</b>	<b>\$194,809.65</b>	<b>\$212,296.82</b>	<b>\$228,902.79</b>	<b>\$246,172.38</b>	<b>\$265,992.93</b>	<b>\$-</b>	<b>\$200,323.30</b>
<b>Expenses:</b>														
Administration	\$1,000.00											\$600.00		\$600.00
Meeting Expenses	\$1,000.00	\$-										\$330.84		\$330.84
Dues/School/Travel	\$500.00													\$-
Office Supplies	\$200.00													\$-
<b>Marketing/promotion Expenses</b>														
Marketing/Promotion Expenses/Advertising	\$7,110.00	\$7,110.00												\$7,110.00
Collin College Sponsorship	\$7,500.00				\$7,500.00									\$7,500.00
Small Business Entrepreneurship Conf	\$500.00						\$500.00							\$500.00
Legal Service	\$2,500.00											\$339.75		\$339.75
Farmersville Chamber	\$1,000.00						\$1,000.00							\$1,000.00
Farmersville Rotary	\$500.00						\$500.00							\$500.00
<b>Total Expenditures</b>	<b>\$21,810.00</b>	<b>\$7,110.00</b>	<b>\$-</b>	<b>\$-</b>	<b>\$7,500.00</b>	<b>\$-</b>	<b>\$21,000.00</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$1,270.59</b>	<b>\$-</b>	<b>\$17,280.59</b>
<b>Directive Business Incentives</b>														
Collin College Project(sewer/street/electric)	\$100,000.00													\$-
NTMWD Regional WW Treatment	\$150,000.00													\$-
Electrical Study	\$125,000.00				\$28,208.31		\$35,311.00							\$28,208.31
Facade Grant Program	\$50,000.00													\$35,311.00
<b>Total Development Cost</b>	<b>\$425,000.00</b>			<b>\$-</b>	<b>\$28,208.31</b>	<b>\$-</b>	<b>\$35,311.00</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$63,519.31</b>
<b>Total Expenditures</b>	<b>\$446,810.00</b>	<b>\$7,110.00</b>	<b>\$-</b>	<b>\$-</b>	<b>\$35,708.31</b>	<b>\$-</b>	<b>\$37,311.00</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$1,270.59</b>	<b>\$-</b>	<b>\$80,799.90</b>
<b>Revenue vs Expenditures</b>	<b>(\$285,710)</b>													<b>\$-</b>
<b>From Reserves</b>														
<b>Balance Budget</b>	<b>\$-</b>													<b>\$-</b>
<b>Total Expenditures</b>								<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$1,270.59</b>	<b>\$-</b>	<b>\$80,799.90</b>
<b>Ending Bank Balance</b>		\$160,436.50	\$182,136.79	\$200,540.72	\$178,676.30	\$200,602.48	\$178,963.41	\$194,809.65	\$212,296.82	\$228,902.79	\$246,172.38	\$264,722.34	<b>\$-</b>	
CD Investment		\$250,000.00	\$260,000.00	\$260,000.00	\$260,000.00	\$260,000.00	\$260,000.00	\$260,000.00	\$260,000.00	\$260,000.00	\$260,000.00	\$260,000.00		\$260,000.00
Texpool Balance		\$366,517.59	\$366,531.07	\$366,542.62	\$366,551.14	\$366,569.13	\$366,668.46	\$366,678.68	\$366,686.18	\$366,694.74	\$366,604.61	\$366,615.52		\$366,615.52
Interest Earned		\$15.52	\$13.48	\$11.56	\$8.52	\$7.99	\$9.32	\$10.13	\$7.60	\$8.56	\$9.77	\$11.01		\$11.01
<b>Total Available Funds</b>		<b>\$776,954.09</b>	<b>\$798,667.86</b>	<b>\$817,083.34</b>	<b>\$796,229.44</b>	<b>\$817,161.61</b>	<b>\$796,531.86</b>	<b>\$811,380.23</b>	<b>\$828,883.00</b>	<b>\$845,497.53</b>	<b>\$862,776.89</b>	<b>\$881,337.86</b>	<b>\$-</b>	



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 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 August 11, 2014**

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

The Farmersville Community Development Corporation Board met on August 11, 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 Barbara Stooksberry. President Caspari welcomed Main Street Manager Adah Leah Wolf, City Manager Ben White, Councilman John Klosterman, Councilman Jim Foy, Mayor Joe Helmberger, Steve Caspari, Mary Tate, Matthew Terraro, and Randy Smith.

### **PUBLIC HEARING**

A public hearing was opened by Leaca Caspari receive public comments on the proposed 4B Budget and Goals for the 2015 Fiscal Year. No persons came forward with comments. The public hearing was closed. Paul Kelly motioned to approve the proposed 4B Budget and Goals as proposed for the 2015 Fiscal Year. Motion was seconded by Barbara Stooksberry, and motion passed the full Board.

### **CONSIDER FOR APPROVAL JULY 14, 2014 MEETING MINUTES**

Paul Kelly motioned to accept the July 14, 2014 minutes with one correction (Dick Seward seconded the motion for Paul Kelly nomination for Vice President). Dick Seward seconded the motion, which passed the full Board.

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

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

### **RESOLUTION FOR INDEPENDENT BANK ACCOUNT SIGNATURE AND RESOLUTION FOR SIGNATURE FOR TEXPOOL ACCOUNT**

Paul Kelly made the motion that Leaca Caspari and Donna Williams be on the Independent Bank account signature card, and also on the TexPool account. Motion seconded by Barbara Stooksberry, and passed.

### **APPOINT 4B BOARD LIAISON TO MAIN STREET BOARD**

Dick Seward motioned that Leaca Caspari continue to serve as 4B Board liaison to the Main Street Board; motion seconded by Paul Kelly, and passed the full board.

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

Paul Kelly motioned to accept the July 2014 financial statements as presented, with Barbara Stooksberry seconding the motion, which passed the full board.

### **CITY MANAGER REPORT—BEN WHITE**

City Manager Ben White presented a written report, and highlighted the following: Splash Pad has had another electronic malfunction, with repairs in progress. Electrical poles along Hill Street were upgraded, and unused poles removed. Some electrical poles are being straightened. A new nursing home is breaking ground on Audie Murphy Parkway, and new dental office is underway nearby. Chaparral Trail kiosks will be part of Phase III improvements.

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

Main Street Manager Adah Leah Wolf presented a monthly report, and highlighted the following: Two award nominations were submitted to the Texas Downtown Association: one for the Farmers & Fleas Market (which celebrated a 10 year anniversary this month), and one for the renovations at Austin's Cleaners. A bus tour from Eastfield College came downtown on July 26-goodie bags were provided, and the mayor was present to greet them. Dyer Drug has installed a new sign on the West wall of their building. Body and Soul has opened at 122 McKinney Street. Plans for Jazz on Main, (celebrating Herb Ellis legacy) are well along- drafts of the event poster were shown. Renovations continue on 129 McKinney, with plaster removed from the downstairs interior in preparation for repointing the mortar. Manager celebrated her 11<sup>th</sup> anniversary on the job in July.

#### **UPDATE ON NATIONAL REGISTER PROJECT**

Adah Leah Wolf introduced Mary Tate, a Master's degree candidate in Historic Preservation, who updated the board on the National Register nomination progress. She has completed all of the building architectural descriptions for the application. Examples of two of the building's descriptions were provided. The next step will be thumbnail historical descriptions of the businesses which have occupied the buildings over the years. Mary emphasized the quality of the buildings in the downtown, as well as the future usefulness of the data base that is being created.

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

The next meeting will be on September 8, 2014. No agenda items were discussed.

#### **ADJOURNMENT**

There being no further business, President Caspari adjourned the meeting at 6:20 PM.

Signatures:

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Leaca Caspari, President

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Donna Williams, Secretary



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – FCDC (4B) Financial Report

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

**August 2014**

**Prepared by: Daphne Hamlin**

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

<b>Statement Balance 8-1-2014</b>	<b>\$105,947.92</b>
Deposits:	
Sales Tax:	<b>\$19,735.49</b>
Cking Int .05%	<b>\$4.63</b>
Stop payment Fee	
Transfer to Texpool	
Transfer from Texpool	<b>\$-</b>
Checks 2247-2255	<b><u>\$(6,633.01)</u></b>
<b>Statement balance 9-1-2014</b>	<b>\$119,055.03</b>

**Outstanding Transactions**

Sales Tax	
Transfer to Texpool	
CD Interest	
Checks 2256-2262	<b>\$(14,355.78)</b>

<b>Balance 9-1-2014</b>	<b><u><u>\$104,699.25</u></u></b>
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Farmersville Community Development Corporation  
Financial Statement  
For the Fiscal Year Ended September 30, 2014

	October	November	December	January	February	March	April	May	June	July	August	September
Beginning Bank Balance	120,292.64	\$64,297.43	\$84,782.07	\$101,616.47	\$ 93,874.33	\$114,840.80	\$50,572.51	\$61,141.93	\$74,120.02	\$ 89,174.61	105,947.92	
Deposits:												
Sales tax deposits	21,637.54	21,587.41	\$18,324.23	13,763.51	21,842.95	\$15,588.41	\$15,764.39	\$17,406.60	\$16,522.61	\$ 17,187.58	\$19,735.49	
Interest income-bank	4.03	2.76	\$3.67	4.09	3.80	\$3.21	\$2.21	\$2.92	\$3.36	\$ 4.18	\$4.63	
Transfer to TexPool												
Transfer From Texpool to First Bank												
Refund from Boudary Solutions												
Reimbursement for Marketing												
Reimbursement for Main Street Mgr.												
Adjusting Entry												
<b>Total Revenues</b>	<b>141,934.21</b>	<b>85,887.60</b>	<b>103,109.97</b>	<b>115,384.07</b>	<b>115,721.08</b>	<b>130,540.42</b>	<b>\$66,339.11</b>	<b>\$78,551.45</b>	<b>\$90,645.99</b>	<b>\$106,366.37</b>	<b>125,688.04</b>	<b>\$ -</b>
Disbursements:												
Main Street Salary	\$ 57,454.80											
Miscellaneous											\$ 538.87	
Main Street Supplies	\$ 184.00	\$ 982.44	\$ 1,148.50	\$ 998.56	\$ 780.28	\$ 197.10	\$ 198.00	\$ 318.07	\$ 454.62	\$ 418.45	\$ 933.56	
Marketing Program	\$ 15,000.00										\$ 500.00	
Reimburse city for accounting						\$ 80,000.00						
Chaparral Trail Improvements				\$ 2,500.00		\$ 5,000.00						
Collin College Scholarship sponsorship						\$ 770.81						
Chamber of Commerce												
May Taxes		\$ 143.08	\$ 345.00	\$ 3,512.00			\$ 4,988.18	\$ 3,500.00			\$ 4,988.18	
Christmas Activities				\$ 4,988.18								
Land Purchase	\$ 4,988.18										\$ 5,000.00	
Fire Works												
Flag Pole Installation												
Splashpad Improvements												
Historical Marker for Post Office				\$ 5,000.00							\$ 1,518.18	
Bain Honaker House Restoration								\$ 613.36	\$ 1,016.76			
National Register District Project						\$ 14,000.00						
Chaparral Trail Kiosks												
Police 4 wheeler				\$ 4,500.00							\$ 7,500.00	
Bleachers For Spain Complex												
<b>Total Expenses</b>	<b>77,638.78</b>	<b>1,105.53</b>	<b>\$ 1,493.50</b>	<b>\$ 21,509.74</b>	<b>\$780.28</b>	<b>\$79,967.91</b>	<b>\$5,197.18</b>	<b>\$4,431.43</b>	<b>\$1,471.38</b>	<b>\$418.45</b>	<b>\$20,988.79</b>	<b>\$0.00</b>
<b>Ending Bank Balance</b>	<b>64,297.43</b>	<b>84,782.07</b>	<b>101,616.47</b>	<b>93,874.33</b>	<b>114,940.80</b>	<b>50,572.51</b>	<b>61,141.93</b>	<b>74,120.02</b>	<b>89,174.61</b>	<b>105,947.92</b>	<b>104,699.25</b>	<b>-</b>
TEXPOOL Balance	84,812.28	\$84,815.37	\$84,818.07	\$84,820.07	\$84,821.91	\$84,824.12	\$84,826.43	\$84,828.19	\$84,830.18	\$ 84,832.40	\$84,834.39	
Interest Income-TEXPOOL	3.58	\$ 3.09	\$ 2.70	\$ 2.00	\$ 1.84	\$ 2.21	\$2.31	\$1.76	\$1.99	\$ 2.22	1.99	
<b>Total Available Funds</b>	<b>149,109.71</b>	<b>189,597.44</b>	<b>186,434.54</b>	<b>178,694.40</b>	<b>199,762.71</b>	<b>135,396.63</b>	<b>145,958.36</b>	<b>158,948.21</b>	<b>174,004.79</b>	<b>190,780.32</b>	<b>189,533.64</b>	<b>-</b>

Signed:





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – Planning & Zoning Minutes

- Minutes from the August meeting are being prepared and will be presented with next month's minutes.

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: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – Capital Improvements Advisory Commission Minutes

- There was not a meeting of the Capital Improvements Advisory Commission during the month of August 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: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – Citizens Advisory Committee Minutes

- There was not a meeting of the Citizens Advisory Commission during the month of August 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: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – Sign Board of Appeals Minutes

- There was not a meeting of the Sign Board of Appeals during the month of August 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: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – Parks Board Minutes

- Minutes from the August meeting are being prepared and will be presented with next month's 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)



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – Main Street Board Minutes

Electronic minutes are found at the following link:

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



**Farmersville Main Street Board  
Minutes August 19, 2014  
City Council Chambers**

The meeting was brought to order at 5:26 PM by Matthew Busby. Present were Main Street Manager, Adah Leah Wolf, and board members Matthew Busby, Sarah Jackson-Butler, and Anne Hall. Also present was City Manager Ben White and visitor Diane Piwko.

**Consider for approval July 15, 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 July 2014 Financial Statements:**

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

**Reorganization of Board**

**Resolution for Bank Signature Card**

Anne Hall made a motion to table the reorganization of the board and the resolution for the bank signature card; motion seconded by Sarah Jackson-Butler. The motion passed.

**Herb Ellis Event Update**

The poster draft was shown. The next meeting will be next week, hosted by Shop Wag Jack.

**Window Displays Update**

Exhibit elements for the "Architectural Details Scavenger Hunt" display were shown. They will be hung on the windows at 111 McKinney Street. We need to decide how to give the answers, and if prizes are to be awarded.

**National Register Nomination update**

Adah Leah Wolf reported that Mary Tate, a Master's degree candidate in Historic Preservation, has made significant progress on the National Register nomination. She has completed all of the building architectural descriptions for the application. Examples of two of the building's descriptions were provided. The next step will be thumbnail historical descriptions of the businesses which have occupied the buildings over the years. Mary will be asked to attend the next board meeting with an update.

**Main Street Managers Report**

Adah Leah Wolf presented a written report for July, and highlighted the following: Updated Shoppers Guides were distributed. The City Council is reviewing procedures for restaurant food inspections. The Wounded Warrior motorcycle ride will be downtown at 11 AM on September 13. The downtown merchants will meet this week at Body & Soul at 122 McKinney Street. The food coupon page was

revised, and placed in packets for the Bugtussle Car group which is coming on Saturday morning. Main Street provided 50 goodie bags to a bus tour group from Eastfield College, who visited on July 26. Two award nominations have been submitted to the Texas Downtown Association, one for the Farmers & Fleas Market and one for the recent rehabilitation of Austin's Cleaners.

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

Items for discussion at future meetings: update on National Register process by Mary Tate, reorganization of board, bank signature card resolution, and discussion of board responsibilities. The next meeting will be held on Tuesday, September 16, at 5:00 PM.

**Adjournment:** With no further business to discuss, the meeting was adjourned by Matthew Busby at 5:33 PM.



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – Main Street Report

Main Street Report is attached.



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



**ORGANIZATION:**

6	Meeting with Leaca Caspari in preparation for 4B Board meeting.
11	4B Board meeting. Mary Tate gives update on National Register project. Public hearing for 2015 FY budget, which was approved.
6,13,20,27	Manager attends city staff meetings.
6,7,13,26	Mary Tate is assisting in completing our National Register District nomination. Boundary description and justification in progress.
19	Main Street Board Meeting
21	Farmersville Heritage Museum Board Meeting. Looking at possibly using old barn lumber from barn which is being disassembled East of town.
22,28	Debbie Ranspot is assisting with administrative tasks on a volunteer basis, such as typing and creating data bases. She has outstanding skills, and has already been a huge help.
26	Manager attends City Council meeting

**PROMOTION:**

7	E Newsletter sent to entire "friends of downtown" email list.
2	Farmers & Fleas Market. This month marks the 10 <sup>th</sup> anniversary for the Market, and a resolution was issued by City Council. Farmersville Times and North Texas E News ran feature stories about the 10 <sup>th</sup> anniversary!
12	Meeting with Linda Hess. She has taken the extensive research on the Post Office building, which was assembled by the Main Street office, and has completed an application narrative for a State Historical Marker. This has been submitted to the state for consideration.
	Audie Murphy Day correspondence received: Letter from Cecil Dugger, and letter from Parade Marshal Don Eckman. Both were special thank you letters for their AMD experiences.
	Ad and events submitted to Texas Events Calendar for winter edition
19	E Newsletter sent to downtown building and business owners.
23	Bugtussle Antique car group meets downtown before their annual trek. They were given goodie bags, which included Main Street brochures and restaurant coupons. The members also returned to Farmersville on the 24 <sup>th</sup> for lunch at the Sugar Hill Restaurant.
28	Jazz on Main (Herb Ellis event) planning meeting
29	Farmers & Fleas Market press releases sent out, advertising ordered.
31	Spoke with Dave Pippin at KNON regarding Herb Ellis jazz event.

**DESIGN:**

	Renovations continue on Doug Laube's building (129 McKinney Street). Custom made exterior doors are complete and will be installed soon.
28	Met with Jack Smith regarding photos needed for National Register application. He will be photographing street views and has arranged to take aerial views of downtown, using a bucket truck. He has also photographed progress on the laundry site and the replacement of the awning at Farmersville Auto.
	Cellowrap exterior has been painted
	"Architectural details" scavenger hunt display is nearly ready for installation
	First Baptist Church is working on repairs to its historic sanctuary
	The awning on Farmersville Auto, which had been destroyed in April's storm, has been replaced.
	The reference diagram of downtown buildings has been updated by Daniel and Brown

**ECONOMIC RESTRUCTURING:**

	Downtown Shoppers Guide revised
	Manager attends Chamber "Earlyville" meeting, hosted by Donna Williams at Red Door Antiques
21	Downtown Merchants get together, hosted by Becky Reeder at Body & Soul
28	Chamber luncheon held at Back 40 Country Grill
	Owners of Ye Olde Vapour Shoppe have moved out of state due to family issues, and have closed the store.
	Red Door Antiques has moved out of its location at 113 McKinney Street (they are now at 100 McKinney St)

Volunteer hours donated this month: approximately 110



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – Building & Property Standards Commission Minutes

- Minutes are being presented for the months of July and August 2014.

Electronic minutes are found at the following link:

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

FARMERSVILLE BUILDING AND PROPERTY STANDARDS COMMISSION  
MEETING MINUTES  
JULY 15, 2014

The Farmersville Building and Property Standards Commission met in a special called session on July 15, 2014 at 6:00 p.m. in the Council Chambers at City Hall with the following members present: Autumn Barton, Andrew Washam, Patti Ford and Anne Hall. Commission member absent was Rafiq Huddleston. Staff members present were Code Enforcement Officer Karen Dixon, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Politz was not present.

CALL TO ORDER, ROLL CALL

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

(Item II) TRAINING PRESENTATION AND RELATED DISCUSSION REGARDING THE ROLE AND FUNCTION OF THE BUILDING AND PROPERTY STANDARDS COMMISSION AND THE VARIOUS LAWS AND REGULATIONS IMPACTING THE ACTIONS OF THE COMMISSIONERS

Chairman Autumn Barton opened the training session to City Attorney Alan Lathrom. Mr. Lathrom began the training with the Building and Property Standards Commission discussing the Open Meetings Act. Since the Building and Property Standards Commission is a quasi-judicial board and is a governmental body that is open to the public to protect the public's interests, the Open Meetings Act does apply to the Commission's actions.

Executive Session meetings were also discussed. The Building & Property Standards Commission may hold an Executive Session to consult with an attorney to receive legal advice about pending or contemplated litigation; settlement offers; and any other matter where the attorney's duty under the Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act. Civil and criminal penalties for noncompliance with the Open Meetings Act were also discussed.

Ethical issues were also discussed with the Commission including conflict of interest and substantial interest of a Commission member. Mr. Lathrom discussed the rules surrounding members of the Commission allowing an applicant due process which includes not visiting the site in question, conferring with interested parties, meeting with neighborhood members or evaluating the situation outside the public hearing process.

The purpose of the Building and Property Standards Commission is to address substandard building issues among other health and safety concerns while acts as a quasi-judicial authority. The Texas Local Government Code provides for the creation of the Building and Property Standards Commission with quasi-judicial authority, while the Farmersville Code of Ordinances provides for the duties and responsibilities of the Commission as well as the obligation of property owners to maintain their property.

Mr. Lathrom went into great detail regarding the authority of the Building and Property Standards Commission which includes hearing cases regarding the materials and methods used to construct a building or improvement. Foundation, structural elements, electrical wiring or apparatus, plumbing and fixtures, entrances and exits, fire safety of a building or improvement, dangerously damaged or deteriorated buildings or improvements, accumulations of refuse, vegetation or other matter that creates

breeding and living places for insects and rodents; declaring a building substandard; reduction of occupancy in an over-crowded structure and/or vacation of a structure that is dangerous to the health, safety or welfare of the occupants; order immediate removal of persons found on private property in violation of an ordinance; require removal and storage of property from a structure ordered vacated or demolished; require the demolition of a structure found to be a public nuisance; require repair of the structure by the owner or by the City found to be a public nuisance as an alternative to demolition; require the owner, lienholder or mortgagee of property repair a structure and bring into compliance with current codes and applicable standards; require the correction of a dangerous condition on the land; require that structures be secured against entry.

The Building and Property Standards Commission also has the power to determine the amount and duration of the civil penalty the City may recover against the person with control of the premises in a suit for such purposes; to grant variances when the interpretation of the Housing and Substandard Building Code, the Housing Code and Uniform Code for the Abatement of Dangerous Buildings, as adopted, would result in an unnecessary or unreasonable hardship; to determine the structure or complained of situation does not violate the subject Code provision under which a case is brought to the Commission.

Specifics of posting a notices, procedures to hear each case, how to grant continuances, what takes place after a hearing, establishing specific time schedules, receiving detailed planning and timing of work schedule; specifics of the appeal process; and rendering a final decision.

**(Item III) DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS**

- The lawfirm of Brown and Hofmeister will be holding a training/discussion forum and invited the Commission to attend.

**(Item IV) ADJOURNMENT**

The Building and Property Standards Commission adjourned at 9:00pm.

APPROVED

ATTEST

\_\_\_\_\_  
Autumn Barton, Chairman

\_\_\_\_\_  
Andy Washam, Secretary

FARMERSVILLE BUILDING AND PROPERTY STANDARDS COMMISSION  
MEETING MINUTES  
August 7, 2014

The Farmersville Building and Property Standards Commission met in a special called session on August 7, 2014 at 6:06 p.m. in the Council Chambers at City Hall with the following members present: Autumn Barton, Patti Ford and Anne Hall. Commission members absent were Andrew Washam and Rafiq Huddleston. Staff members present were Code Enforcement Officer Karen Dixon, City Attorney Alan Lathrom and Finance Director Daphne Hamlin. Council Liaison John Politz was present.

**CALL TO ORDER, ROLL CALL**

Chairman Autumn Barton called the meeting to order. Finance Director Daphne Hamlin called the roll and announced a quorum was present. John Politz presented the invocation and the Pledge of Allegiance.

**(Item II – A) CONSIDER, DISCUSS AND ACT UPON THE BUILDING & PROPERTY STANDARDS COMMISSION MEETING MINUTES FROM JUNE 12, 2014**

Anne Hall motioned to approve the minutes as presented with Patti Ford seconding the motion. Motion carried unanimously.

**(Item III – A) CONSIDER, DISCUSS AND ACT UPON VIOLATIONS AT 603 MAPLE STREET**

Karen Dixon advised permits have been attained. Ms. Dixon stated she is unaware of the status of the construction process. Connie Reyes came before the Commission stating Armando Rivera, owner of the property, is working in Austin, Texas. Mr. Rivera is expecting to begin work next week. Ms. Barton asked if a floor plan has been attained with Ms. Reyes stating she is unaware of the processes Mr. Rivera has filed or presented. Ms. Dixon stated it was imperative Mr. Rivera attend the next meeting of the Building & Property Standards.

The Commission needed the plans and progress report from the property owner as was issued by the Commission. Ms. Barton requested Mr. Rivera to attend the next meeting to give a progress report. Patti Ford reminded the board that Mr. Rivera did attend the last meeting and requested time that he needed to finish the project since he has been working out of town. If a year is required to complete the project, Ms. Barton requested several interactions with the Commission to report on the progress. Ms. Ford requested a review of the plans of the project to be presented at the next meeting.

Autumn Barton motioned to have Mr. Rivera, or a proxy, at the next meeting to report on the progress of the project. Anne Hall seconded the motion. Motion carried unanimously.

**(Item III – B) CONSIDER, DISCUSS AND ACT UPON VIOLATIONS AT 116 WOODARD**

Karen Dixon updated the Commission regarding the property at 116 Woodard. Jessica Duran submitted a letter to the Commission stating the owner would like to refurbish the house and start remodeling and rebuilding to adhere to the building codes to make the house livable. In the letter, Ms. Duran stated she will provide the plan and permits once she has them prepared. Ms. Duran also requested a year to refurbish the property due to financial reasons.



Karen Dixon stated the Commission has requested building permits to be pulled within 30 days of other property owners. Ms. Dixon also stated she has been working with this property owner for months with no response from the owner. The house is a shell and has been using it as a storage shed. Ms. Dixon expressed concern this property owner may take another year just to bring plans before the Commission.

Ms. Duran did come to the last meeting and was given 30 days to obtain permits. This is the second time 30 days has been given to this property owner to obtain permits and report progress to the Commission. Ms. Duran has not given the Commission real information regarding the property. Ms. Barton expressed concerns that this property is not going to be cleaned up. Ms. Duran stated she assured Karen Dixon that she would attend the next Commission meeting.

Autumn Barton motioned a final allowance to require the property owner to attain permits within 30 days and return to the Commission with a plan to show how complete the project and 90 days to complete the project or demolish the structures and clear the lot with Patti Ford seconding the motion. Motion carried unanimously.

**(Item III – C) CONSIDER, DISCUSS AND ACT UPON VIOLATIONS AT 115 N. BUCKSKIN**

Karen Dixon stated Ignacio Duran informed him that he would be out of town for this meeting, but his daughter came to the meeting for Mr. Duran. Ms. Dixon reported the fence which was brought before the Commission has been 60-80% completed. The fence repairs have been done properly. Six months was allowed due to cost factors, but Mr. Duran is moving along quickly. If Mr. Duran needs extra time, Mr. Duran's daughter requested him to come before the Commission to make an allowance. No action was taken by the Commission.

**(Item III – D) CONSIDER, DISCUSS AND ACT UPON VIOLATIONS AT 307 S RIKE**

This property has not been presented to the Commission. Karen Dixon stated she has been working with the property owner who has contracted a company to have the structures demolished within six months. This issue will probably be completed before the deadline given by the Code Enforcement Officer and will not be required to be presented to the Commission.

**(Item IV) DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS**

No one requested any items to be placed on future agendas.

**(Item V) ADJOURNMENT**

The Building and Property Standards Commission adjourned at 6:34pm.

APPROVED

ATTEST

\_\_\_\_\_  
Autumn Barton, Chairman

\_\_\_\_\_  
Andy Washam, Secretary



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – TIRZ Board Minutes

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – Library/Civic Center Board Minutes

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)

**FARMERSVILLE LIBRARY / CIVIC CENTER BOARD  
MEETING MINUTES**

July 24, 2014 at 4:30 P.M.

The Farmersville Library/Civic Center Board met in regular session on July 24, 2014 at 4:30 pm with the following members present: Judy Brandon, Sarah Odom, Rafiqa Huddleston and Sharon Spangler. Members absent: Leaca Caspari. Staff Members present: Trisha Dowell.

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

The meeting was called to order at 4:56 p.m. by Judy Brandon. A quorum was present.

**Item II) RECOGNITION OF CITIZENS/VISITORS**

There were no visitors.

**Item III – A) CONSIDER, DISCUSS AND APPROVE MEETING MINUTES FROM APRIL 24, 2014**

Judy Brandon made a motion to approve the library board minutes and Sharon Spangler seconded, motion carried with all in favor.

**ITEM III – B) LIBRARY REPORT**

Trisha Dowell read the Library monthly reports for April, May and June 2014.

In April: Molly and Rose Spangler participated in Main Street's "Chalk the Walk" event for the library and won the "Most Colorful" award.

In May: The library staff and volunteers began preparations for Summer Reading Club.

In June: Summer Reading Club started on June 10, 2014 with the clowns from Ringling Bros. The June attendance for Summer Reading Club was 176. On Audie Murphy Day, Saturday, June 21, 2014, the library had extended hours for visitors to see the exhibit, there were approximately 42 visitors. Food for Fines started back up in June and will continue through the end of August; the June totals were 61 items of food donated with \$53.80 in fines forgiven.

Two of the charts on the back of the Library Monthly Report have changed starting with the June report: The Subscription Based Services chart was replaced by a Circulation by Patron Type chart that is broken down by city, county and other; and the New Patrons by Type chart is broken down further by city, county and out-of-county.

**ITEM III – C) CIVIC CENTER REPORT**

The board was given a report which showed an estimate of Civic Organizations and Paid Renters as well as Revenue and Expenditures as of October 1, 2013. The Civic Center as of this fiscal year is in a deficit of \$3,415.84.

**ITEM III – D) DISCUSS "LITTLE FREE LIBRARY"**

There was discussion about the project, location, funding and who could build it. Trisha Dowell approached City Manager Ben White about placing the little library next to the Gazebo on the Square and he gave the go ahead for the placement. For the funding and building of the little library, it was decided that Trisha would approach Adah Leah Wolf, the service project manager of Rotary; Sarah Odom and Judy Brandon would approach the Boy Scouts to build it.

**ITEM IV) DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS**

Free little Library project and Christmas Parade entry planning.

**ITEM V) ADJOURNMENT**

Sarah Odom made a motion to adjourn the meeting, Rafiq Huddleston seconded, motion carried. The Library/Civic Center Board adjourned at 5:15 p.m.

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Chair

DRAFT



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – Farmersville Public Housing Authority Report

- The August Board Agenda is attached for review
- The minutes from the July 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, August 21, 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 Member 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 July 2014 – **page 3**
- F. Executive Director's Report**
  - a. Community & Economic Development Program Presentation, Michael Schmitz
  - b. 2014 Annual Event
  - c. Special Announcement
- 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. **July 2014 Liabilities (AF):** Authorize the Secretary/Treasurer to make payments in the amounts as listed.  
**Stacey Sloan, Finance Director – page 5**
  - 2. **Comprehensive Energy Assistance Program Contract (CS):** Authorize the Executive Director to execute the revised supplemental contract with the Texas Department of Housing and Community Affairs (TDHCA) for Comprehensive Energy Assistance Program funding in the amount of \$184,336 (Contract No. 58130001979)  
**Brenda Smith, Energy Services Program Manager – page 15**
- H. Action**
  - 1. **FY 2014 Homeland Security Grant Program Allocation (PD):** Accept the FY 2014 Homeland Security Grant Program Allocation & Approved Projects.  
**CJ Durbin-Higgins, Public Safety Program Manager – page 20**
  - 2. **Line of Credit Renewal (AF):** Authorize the Line of Credit (LOC) renewal with Prosperity Bank.  
**Stacey Sloan, Finance Director – page 26**
  - 3. **Mileage Reimbursement Rate Change (AF):** Authorize the decrease of personal vehicle mileage reimbursement rate to \$0.56 per mile effective September 1, 2014.  
**Stacey Sloan, Finance Director – page 27**
  - 4. **FYE 2015 Budget Status Update (AF):** Accept recommendation, if any, regarding TCOG FYE 2015 Budget.  
**Stacey Sloan, Finance Director – page 28**

**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**

1. Citizens of the Year Nomination Committee
2. Regional Citizen of the Year Nomination Committee

**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, August 15, 2014.



**Members Present: Spanky Carter, Keith Clegg, Cary Wacker, Roy Floyd, Phyllis James, Cecil Jones, Bill McFatridge, John Roane, Debbie Smith, Sarah Somers, Kate Whitfield**

- A. Judge Carter called the meeting to order and declared a quorum at 5:30 p.m.
- B. Cecil Jones provided the invocation, followed by Judge Roane, who led the pledges.
- C. Welcome Guests & Staff: Josh Brummett, Michael Schmitz, Brenda Smith, Susan Ensley, Sean Norton, Rodrigo Muyschondt, Virginia Rhodes.
- D. Kate Whitfield was installed as a new Board Member for the 2014-2015 fiscal year. Teresa Adams and Chris Burch were absent from the meeting and therefore unable to take the pledge at this time.
- E. A motion was made by Cecil Jones to approve the meeting minutes for June 2014. This motion was seconded by Roy Floyd. Motion carried.
- F. Executive Director's Report
  - a. Brenda Smith gave a presentation on the Energy Services Program.
  - b. Dr. Thomas provided an update on the TxCDBG proposed changes for small rural communities.
  - c. Dr. Thomas explained why TCOG is no longer administering the Regional Review Committee. By serving on the RRC, TCOG would be precluded from applying for other CDBG funds.
  - d. Dr. Thomas provided a brief update on the WBD Strategic Plan and Branding project. TCOG is leading the brand and logo development for the WBD project, as well as asset mapping and success metrics.
  - e. Dr. Thomas stated the SEPA partnership with Austin College and CROPS is growing and there are some liberal arts colleges across the country interested in modeling this project.
  - f. Dr. Thomas explained to the Board that the Finance office would not be using the software solution implemented for Section 8 and Public Housing programs. Section 8 and Public Housing software is nearly ready for full implementation.
  - g. Dr. Thomas stated that TCOG's insurance broker informed TCOG that we should expect a premium increase. However, recent quarterly reports indicate this may not be the case.
  - h. Dr. McBroom provided an update on the Planning and Development Department projects.
- G. Executive Session
  - 1. Spanky Carter pulled Item I from the general order and, at 6:00 p.m., announced that a closed meeting would take place as authorized by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Chapter 551 of the Texas Governing 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.
  - 2. At 6:27 p.m., Bill McFatridge made a motion to reconvene into open meeting. This motion was seconded by Keith Clegg. Motion carried.
  - 3. No action taken regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
- H. Judge Carter handed the meeting over to Keith Clegg because he had to leave early. 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.

2. Ratify contract with Texas Dept. of Housing and Community Affairs for additional Community Services Block Grant funds.

I. Action

1. A motion was made by John Roane to 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). This motion as seconded by Kate Whitfield. Motion carried.
2. A motion was made by Kate Whitfield to 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: 9/30/12 – 6/30/2015. This motion was seconded by Cary Wacker. Motion carried.
3. A motion was made by John Roane to authorize submission of the FY2014 Homeland Security Competitive Interoperable Communications Grant application. This motion was seconded by Cecil Jones. Motion carried.
4. A motion was made by Kate Whitfield to authorize submission and, if awarded, the acceptance of twenty-five (25) Veterans Affairs Supportive Housing (VASH) vouchers. This motion was seconded by Cary Wacker. Motion carried.
5. No action was taken regarding TCOG FYE 2015 Budget.

J. President's Report

- K. At 6:47 p.m., John Roane made a motion to adjourn the meeting. This motion was seconded by Cecil Jones. Motion carried.

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.



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: INFORMATIONAL ITEM – North Texas Municipal Water District Board Agenda

- The agenda for the August 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, AUGUST 28, 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, August 28, 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.

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

- I. INVOCATION – DIRECTOR JOE JOPLIN
- II. ROLL CALL
- III. RECOGNITION OF GUESTS
- IV. OATHS OF OFFICE
  - A. Director Richard Peasley
- 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 – July 24, 2014  
(Please refer to Consent Agenda Item No. 14-08-01)
- B. Consider Authorizing Execution of Contract Amendment No. 9 to the Interlocal Agreement by and Between Collin County, Texas, and the North Texas Municipal Water District for Participation in the County Cleanup Day Program  
(Please refer to Consent Agenda Item No. 14-08-02)
- C. Consider Authorizing Execution of Contract Amendment No. 5 to the Interlocal Cooperation Agreement by and Between the North Texas Municipal Water District and Collin County, Texas, for Placement of Roll-Off Recycling Container at the 121 Regional Disposal Facility  
(Please refer to Consent Agenda Item No. 14-08-03)
- D. Consider Authorizing Change Order No. 4 and Authorization to Make Final Payment on Project No. 222, Rowlett Creek Regional Wastewater Treatment Plant 2011 Improvements  
(Please refer to Consent Agenda Item No. 14-08-04)
- E. Consider Authorizing Change Order No. 2 on Project No. 202, High Service Pump Station 1-1 Electrical Improvements  
(Please refer to Consent Agenda Item No. 14-08-05)
- F. Consider Authorizing Additional Engineering Services on Project No. 347, Environmental Services Building Heating, Venting, and Air Conditioning System Repair  
(Please refer to Consent Agenda Item No. 14-08-06)
- G. Consider Authorizing Execution of Air Monitoring Site Agreement with the Texas Commission on Environmental Quality for Air Monitoring Station at Rockwall No. 1 Delivery Point  
(Please refer to Consent Agenda Item No. 14-08-07)
- H. Consider Authorizing Change Order No. 1 on Project No. 296, Wylie Water Treatment Plant Improvements for Lagoon Nos. 1, 2, and 3  
(Please refer to Consent Agenda Item No. 14-08-08)

VII. SUPPLEMENTAL EMERGENCY ACTION ITEM

- A. Consider Authorizing Emergency Action to Return to the Published Stage 3 Water Management Strategy of Once Per Week Watering Schedule Effective September 1, 2014, of NTMWD's Water Conservation and Drought Contingency/Water Emergency Response Plan (March 2008) to Address Water Quality Issues and Protect the Public Water Supply  
(Please refer to Administrative Memorandum No. 4253)

(Please note this item is added to the Agenda pursuant to Section 551.045 of the Texas Government Code to address an imminent public health and safety issue requiring the Board's immediate attention).

VIII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consider Adoption of Resolution No. 14-15 Commending Director Gary Downey for 12 Years of Service as a Member of the NTMWD Board of Directors  
(Please refer Board Memorandum)
- B. Consider Authorizing Execution of Engineering Services Agreement on Project No. 358, Lower Bois d'Arc Creek Reservoir Intake and Pump Station Preliminary Engineering  
(Please refer to Administrative Memorandum No. 4232)
- C. Consider Authorizing Award of Construction Contract on Project No. 302, Water Treatment Plant II Filter Underdrain Improvements and Conversion to Biologically Active Filters, Phase I  
(Please refer to Administrative Memorandum No. 4233)
- D. Consider Authorizing Execution of Engineering Services Agreement on Project No. 364, Wylie Water Treatment Plant III Foundation Drain Return Improvements  
(Please refer to Administrative Memorandum No. 4234)
- E. Consider Authorizing Change Order No. 3 on Project No. 298, High Service Pump Station 2-2 and 2-3 Electrical Improvements  
(Please refer to Administrative Memorandum No. 4235)
- F. Consider Authorizing Award of Construction Contract on Project No. 327, South Mesquite Creek Regional Wastewater Treatment Plant Screenings Handling Improvements  
(Please refer to Administrative Memorandum No. 4236)
- G. Consider Authorizing Reduction of Retainage on Project No. WCF 07-4 (099), Lake Tawakoni Water Treatment Plant  
(Please refer to Administrative Memorandum No. 4237)
- H. Consider Authorizing Award of Construction Contract on Project No. 345, North McKinney Interceptor Improvements, Phase I  
(Please refer to Administrative Memorandum No. 4238)

- I. Consider Authorizing Right-of-Way Acquisition Program and Adoption of Resolution No. 14-13 Authorizing the Use of Eminent Domain to Acquire Right-of-Way for Project No. 355, 20-Inch and 60-Inch Waterline Relocations at the North Intersection of FM 2514 and FM 1378  
(Please refer to Administrative Memorandum No. 4239)
- J. Consider Authorizing Award of Construction Contract on Project No. 347, Environmental Services Building Heating, Venting, and Air Conditioning System Repair  
(Please refer to Administrative Memorandum No. 4240)
- K. Consider Authorizing Change Order No. 2 on Project No. 188, Expand High Service Pump Station 3-1 to 350 MGD  
(Please refer to Administrative Memorandum No. 4241)
- L. Consider Authorizing Change Order No. 3 on Project No. 320, Wylie Water Treatment Plant II Improvements for Basin Nos. 3 and 4  
(Please refer to Administrative Memorandum No. 4242)
- M. Consider Authorizing Change Order No. 2 on Project No. 312, Lake Tawakoni Water Treatment Plant Sludge Lagoon Improvements  
(Please refer to Administrative Memorandum No. 4243)
- N. Consider Authorizing Execution of Engineering Services Agreement on Project No. 365, System-Wide Air Valve Improvements on Wylie to Garland 42-Inch Pipeline  
(Please refer to Administrative Memorandum No. 4244)
- O. Consider Authorizing Change Order No. 3 on Project No. 276, Wylie Water Treatment Plant Finished Water Reservoir and Flow Metering Improvements  
(Please refer to Administrative Memorandum No. 4245)
- P. Consider Authorizing Award of Construction Contract on Project No. 301, Structural Repairs, Building Renovations, and Building Additions, Task Nos. 2 and 3  
(Please refer to Administrative Memorandum No. 4246)
- Q. Consider Authorizing Additional Engineering Services on Project No. 329, Water Transmission System Supervisory Control and Data Acquisition System Upgrade, Phase I  
(Please refer to Administrative Memorandum No. 4247)
- R. Consider Authorizing Change Order No. 28 on Project No. 153, Water Treatment Plants I, II, III, and IV Ozonation  
(Please refer to Administrative Memorandum No. 4248)
- S. Consider Adoption of Resolution No. 14-14 Authorizing Property Purchase for Project No. 350, Lavon Lake Raw Water Pump Stations Intake Channel Improvements  
(Please refer to Administrative Memorandum No. 4249)

- T. Consider Authorizing Change Order No. 5 on Project No. 277, Water Treatment Plant III Filter Underdrain Improvements and Conversion to Biologically Active Filters  
(Please refer to Administrative Memorandum No. 4250)
- U. Consider Authorizing Change Order No. 4 on Project No. 128, Lake Texoma Pump Station Modifications  
(Please refer to Administrative Memorandum No. 4251)
- V. Consider Authorizing Execution of Engineering Services Agreement on Project No. 328, Rowlett Creek Regional Wastewater Treatment Plant Peak Flow Management Improvements, Phase 1  
(Please refer to Administrative Memorandum No. 4252)

IX. DISCUSSION

- A. Water Supply Update
- B. Review Status of Request for Equitable Adjustment from McCarthy on Project No. 153, Water Treatment Plants I, II, III, and IV Ozonation
- C. Review Status of Project No. 275, Chapman Lake Water Access, Task B, Dredging
- D. Review 2014-2015 Annual All Systems Budget
- E. Review 2014-2015 Compensation for Executive Director, Deputy Directors, and Director of Finance, Accounting, and Personnel
- F. Review 2013-2014 Water System Rebate

X. ADJOURNMENT

**NEXT REGULAR MEETING OF BOARD, THURSDAY, SEPTEMBER 25, 2014, AT 4:00 P.M. IN THE ADMINISTRATIVE OFFICES, WYLIE, TEXAS**





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Consider, discuss and act upon approving the Community Development Corporation Proposed Projects for Budget Year 2014-2015

- The Farmersville Community Development Corporation proposed budget is presented for approval.

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

**Farmersville Community Development Corporation (4B)**

<b>FY 2015</b>	<b>proposed budget</b>
Farmersville Main Street	70,000
Miscellaneous	2,000
Marketing Program	13,000
Reimburse city for accounting services	1,000
Grant Match for city project (Chap trail)	60,000
Collin College Scholarship sponsorship	2,500
Chamber of Commerce	5,000
May building Taxes	1,000
Christmas Activities	5,000
Land purchase	20,000
Fireworks	5,000
Bain Honaker House Restoration work	5,000
National Register District Project	4,000
Herb Ellis Jazz Event	9,000
Onion shed repair	8,200
Bleachers	3,700
Farmersville Heritage Museum	25,000
<b>Total Expenditures</b>	<b>\$239,400</b>

# Farmersville Community Development Corporation

## Goals for FY 2014-15

### Short-Term Goals

- Continue to support the Farmersville Main Street Program
- Support administrative & training costs for 4B Board
- Support city marketing efforts
- Support development of Chaparral Trail & Spain Athletic Complex including grant match & land purchase
- Support Collin College Scholarship sponsorship
- Support Chamber of Commerce and Visitors Center
- Support restoration of Bain Honaker House Museum
- Support planning and development of Farmersville Heritage Museum
- Support Christmas activities
- Support 4<sup>th</sup> of July Fireworks Program
- Support National Register District nomination project
- Support Herb Ellis Jazz Event
- Support Onion Shed repairs

### Long-Term Goals

- Support the economic development and restoration of downtown, with continued financial support of the Main Street Program.
- Support process of historical recognition for the historic business district.
- Support marketing efforts connected with marketing Farmersville in joint venture with Farmersville Economic Development Corporation, and the Chamber of Commerce.
- Encourage and support collaborative efforts and long range planning with the community, City Council, 4A, Main Street Program, Chamber of Commerce, Collin College, and Fisd.
- Encourage and support citizen leadership training and volunteer development.
- Support Collin College scholarship program and local campus development.
- Support Farmersville Chamber through sponsorship of annual banquet.
- Assist in development of community recreational and cultural events, resources, museums, and facilities, as well as continued support and improvement of parks and recreation program, and streetscape improvements.
- Support 4B administrative needs.



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Consider, discuss and act upon approving the Economic Development Corporation Proposed Projects for Budget Year 2014-2015

- The Farmersville Economic Development Corporation proposed budget is presented for approval.

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

Farmersville Economic Development Corp 4A  
"Exhibit A"

REVENUE	2013-2014-Current Budget	2014-2015 Proposed Budget
Sales Tax	\$160,000.00	\$200,000.00
Interest Earned	\$1,100.00	\$1,100.00
<b>Total Revenue:</b>	<b>\$161,100.00</b>	<b>\$201,100.00</b>
<b>Expenses</b>		
Administration	\$1,000.00	\$1,000.00
Meeting Expenses	\$1,000.00	\$1,000.00
Dues/School/Travel	\$500.00	\$500.00
Office Supplies	\$200.00	\$200.00
Marketing/Promotion Expenses/Ad	\$7,110.00	\$10,000.00
Chamber Sponsorship	\$1,000.00	\$1,000.00
Rotary Sponsorship	\$500.00	\$500.00
Collin College Sponsorship	\$7,500.00	\$7,500.00
Legal	\$2,500.00	\$2,500.00
Small Business Conference	\$500.00	\$500.00
<b>Total Expenses:</b>	<b>\$21,810.00</b>	<b>\$24,700.00</b>
<b>Development</b>		
Collin College Project (sewer/stree	\$100,000.00	\$100,000.00
NTMWD Regional Waste Water	\$150,000.00	\$150,000.00
Planning	\$125,000.00	\$25,000.00
Facade Grant Program	\$50,000.00	\$50,000.00
Towne Centre Development		\$30,000.00
<b>Total Development Cost:</b>	<b>\$425,000.00</b>	<b>\$355,000.00</b>
<b>Total Expenditures</b>	<b>\$446,810.00</b>	<b>\$379,700.00</b>
<b>Revenue vs. Expenditures</b>	<b>\$(285,710.00)</b>	<b>\$(178,600.00)</b>
<b>From Reserves</b>	<b>\$285,710.00</b>	<b>\$178,600.00</b>
<b>Balance Budget</b>	<b>\$-</b>	<b>\$-</b>

## **2014-2015 Goals and Specified Projects Economic Development Corporation**

### **Goals:**

1. Create a business atmosphere in Farmersville that supports:
  - a. Retention and expansion of existing businesses,
  - b. Attracting new or relocating businesses that will increase the quality and quantity of primary jobs
  - c. Working with regional coalitions to address infrastructure, transportation, education and quality of life issues,
  - d. Recruiting at least one new employer per year.
2. Improve communication with the community and communicate accomplishments of the Economic Development Corporation
3. Enhance and promote the quality of life of the community and the crossroads significance of the city.
4. Partner with Collin College for a functional college by 2016.
5. Work with the City of Farmersville and the North Texas Municipal Water District (NTMWD) to establish a regional wastewater treatment plant (WWTP) servicing the area.
6. Support the City of Farmersville in retaining, upgrading, and establishing operation of the electric utility system.
7. Promote and support a planning study for the Farmersville Towne Centre.

### **Projects: Specific funding activities to achieve stated goals:**

1. Regional wastewater infrastructure design
2. Support Farmersville electric utility system rate study.
3. Funding Collin College and/or City of Farmersville requests as they pertain to the college's eastern county campus.
4. Locate property for an EDC investment for future projects.
5. Support planning study of the Farmersville Towne Centre.



**TO:** Mayor and Councilmembers  
**FROM:** Ben White, City Manager  
**DATE:** September 9, 2014  
**SUBJECT:** Consider, discuss and act upon an agreement between Collin County and the City of Farmersville regarding Road Improvements

- An agreement is attached for review

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

## **INTERLOCAL COOPERATION AGREEMENT**

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of Farmersville, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

### I.

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH COURT ORDER NO. 97-576-08-25 (COPY ATTACHED).

### II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them



for work they have requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.
- 2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

III.

Each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement, to the extent allowable by law.

IV.

This Agreement shall be effective October 1, 2014, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2018 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

COLLIN COUNTY, TEXAS

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

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

Title: County Judge

CITY OF \_\_\_\_\_

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

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

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

THE STATE OF TEXAS

COUNTY POLICIES: ADOPTION OF REVISED  
COUNTY ROAD POLICY/RESCIND PREVIOUSLY  
APPROVED COURT ORDERS  
COUNTY ROAD SUPERINTENDENT

COUNTY OF COLLIN

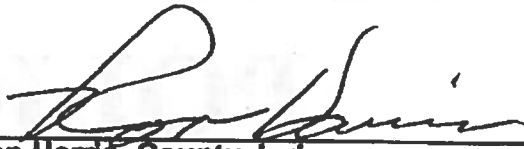
On August 25, 1997, the Commissioners' Court of Collin County, Texas, met in special session with the following members present and participating, to wit:

Ron Harris  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Jack Hatchell

County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered a request from the County Road Superintendent for approval to rescind previously adopted court orders pertaining to County Road Policies, furthermore, adoption of a revised County Road Policy.

Thereupon, a motion was made, seconded and carried with a majority vote of the court to adopt a revised County Road Policy effective October 1, 1997, and rescind previously adopted court orders pertaining to same. Same is hereby approved in accordance with the attached documentation.

  
Ron Harris, County Judge


  
Phyllis Cole, Commissioner, Pct. 1

  
Jerry Hoagland, Commissioner, Pct. 2

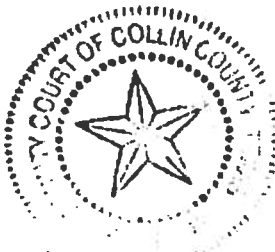
  
Joe Jaynes, Commissioner, Pct. 3

  
Jack Hatchell, Commissioner, Pct. 4

ATTEST:

  
Helen Starnes, Ex-Officio Clerk  
Commissioners' Court  
Collin County, TEXAS

c:\cour\97\courtorders\roadpol



# COUNTY ROAD POLICIES

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**COUNTY ROAD  
POLICIES  
(GENERAL)**

## **COUNTY ROAD POLICIES (GENERAL)**

### **Section I Maintenance of Public Roads**

- A. All public roads located in unincorporated areas of Collin County which are determined by the Commissioners' Court to be county roads, will be maintained by the County. All others shall be considered private roads and will not be maintained by Collin County.
- B. Roads or sections of roads which are bordered by a city or cities shall not be maintained by Collin County as follows:
  - (a) Any portion of a public road which has been annexed by a city or cities shall not be maintained at county expense.
  - (b) Public roads or portions of public roads which are bordered by a city or cities on one side will be considered to lie in an incorporated area from the centerline of the public road to the city border. That portion which is considered to be in an incorporated area shall not be maintained at county expense.
  - (c) Public roads or portions of public roads which are bordered by a city or cities on both sides will be considered to lie in an incorporated area and shall not be maintained by Collin County.

### **Section II Upgrade of County Roads**

- A. Commissioners' Court will consider upgrading a rock road to an asphalt road provided one of the following conditions are met:
  - (a) Roads with traffic counts of 150 cars per day or greater, which by the determination of Commissioners' Court, should be asphalted due to maintenance costs or other appropriate criteria when the adjacent property owners donate the right-of-way described in Section VI of this policy; or,
  - (b) Roads not on the Collin County Thoroughfare Plan with traffic counts of 125 cars per day or greater, which when determined by the Director of Public Works (County Road Supt.) to have adequate width and drainage can be asphalted due to maintenance costs or other appropriate criteria without obtaining additional right-of-way; or,
  - (c) Roads with traffic counts of 100 cars per day or greater can be asphalted when the adjacent property owners donate the right-of-way described in Section VI of this policy; or,
  - (d) When the adjacent property owners donate the right-of-way described in Section VI of this policy and reimburse the County for the cost of materials required to upgrade the subject road to asphalt by current county standards.

To be considered for asphalt, a road must tie into an existing asphalt road, unless the road in question is a "Dead End" road. A "Dead End" road which does not tie into an existing asphalt road can be upgraded, provided its entire length is asphalted. A cul-de-sac shall be required when a dead end road is upgraded.

**Section II Continued**

**B.** The Commissioners' Court will consider upgrading a dirt road to a rock road provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the county for the cost of materials to upgrade the subject road to the appropriate depth and width of rock

**Section III Re-opening of County Roads**

The Commissioners' Court will consider re-opening a county road which has not been maintained by the county in the last 10 years provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the County for the total cost of improvements if the road is to be improved from its existing state

**Section IV Abandonment of County Roads**

The Commissioners' Court, by unanimous vote, may abandon a county road upon following procedures required by Vernon's Civil Statute's and the Texas Transportation Code.

**Section V Subdivisions**

- A.** To be considered for maintenance by Collin County, private roads in recorded subdivisions must be asphalt and meet current county standards in regards to width, drainage, culverts, base material type and thickness.
- B.** Private roads in subdivisions which were filed in the County Clerk's Office prior to May 18, 1981 will be accepted for maintenance by the county provided there is adequate right-of-way, the roads are asphalt and meet current county standards.
- C.** Private roads in subdivisions which were approved by Commissioners' Court and filed in the County Clerk's Office prior to October 23, 1995 will be accepted for maintenance provided such roads are asphalt and have been built and maintained to county standards.
- D.** Private roads in subdivisions which were filed in the County Clerk's Office after May 18, 1981 that were not approved by Commissioners' Court shall meet the following conditions prior to acceptance:
  - (a) Road right-of-ways must be dedicated to the public and accepted by Commissioners' Court
  - (b) Roads must be asphalt and meet current county standards as described in this policy
- E.** Private roads in recorded subdivisions which do not meet county standards can be considered for maintenance by the county provided the landowners donate additional right-of-way, when needed, and provide total funding to upgrade such roads to county standards.

**Section V Continued**

- F. Private roads in unrecorded subdivisions will not be upgraded by Collin County under this policy. To be accepted for maintenance, the subdivision must be platted and the roads constructed, by a private contractor, in accordance with the Collin County Subdivision Regulations**

**Section VI Right-of-Way**

- A. Right-of-Way shall be in the following form:**

- (a) Right-of-Way which is donated may be in Deed or Easement form; or**
- (b) Right-of-Way which is purchased through negotiations or by eminent domain shall be in Deed form with an actual ownership (Title) transfer of the land.**

- B. Right-of-Way Width**

- (a) The right-of-way width for roads on the Collin County Thoroughfare Plan shall conform to Collin County design standards.**
- (b) The right-of-way width of roads to be upgraded which are not on the Collin County Thoroughfare Plan shall be a minimum of (60) sixty feet.**
- (c) When a road which is not on the Collin County Thoroughfare Plan is a candidate for upgrading, the requirements for right-of-way may be waived by Commissioners' Court provided the required pavement width and drainage are adequate within the existing right-of-way.**
- (d) Right-of-way widths may be waived by Commissioners' Court upon review of engineering information which indicates a different width is appropriate.**

**Section VII Other Cost**

The cost involved for surveying, to prepare Deeds or Easements, re-locate fences, utilities (if in a private easement beyond the existing prescriptive right-of-way), culverts or other existing improvements may be borne by the county if such cost does not exceed twenty-five percent (25%) of the total project cost. When property owners are required to incur total cost to upgrade a road, the above cost shall not be borne by the County.

**Section VIII County Projects**

All projects shall be brought to the attention of Commissioners' Court for consideration.

**Section IX Extending the Length of a Road Project**

A road project which has been approved by Commissioners' Court may be extended in length when approved by the Director of Public Works (County Road Superintendent), provided that all requirements outlined in this policy have been met.



## **Section X Signs**

Regulatory and warning signs placed along county roads shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

## **Section XI Reimbursement by Property Owners**

Upon Commissioners' Court approval of a road project which requires reimbursement from the adjacent property owners, the property owners involved must place the required amount of money in escrow in a Collin County bank and provide the required right-of-way prior to the commencement of the project.

## **Section XII Culverts**

Drive culverts within county road right-of-ways shall be permitted and sized by the County. Only corrugated metal or high-density polyethylene culverts will be permitted. Culverts shall be a minimum of thirty (30) feet in length unless the driveway over the pipe is concrete. In which case, the culvert may be the width of the driveway. New drive culverts must be installed at the expense of the property owner. Existing culverts within county road right-of-ways will be replaced as needed by the County at county expense.

## **Section XIII Extenuating Circumstances**

Any extenuating circumstances not covered under this policy shall be brought to the attention of Commissioners' Court for consideration

**APPLICATION FOR ROAD UPGRADING**

Requesters' Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Mobil/Pager \_\_\_\_\_

Type of upgrade requested: Dirt to Rock \_\_\_\_\_ Dirt to Asphalt \_\_\_\_\_ Rock to Asphalt \_\_\_\_\_ Private Road \_\_\_\_\_

County Road No./Name: \_\_\_\_\_ Subdivision Name: \_\_\_\_\_

Location/Extent of Road(s) to be upgraded: \_\_\_\_\_

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

**FOR COUNTY USE**

Is Road on Thoroughfare Plan? Yes \_\_\_\_\_ No \_\_\_\_\_ Right-of-Way Required: \_\_\_\_\_

Comments: \_\_\_\_\_

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

Utility Comments: \_\_\_\_\_

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

Culvert/Drainage Comments: \_\_\_\_\_

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

Fence Comments: \_\_\_\_\_

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

Initial Cost Estimate: Materials \_\_\_\_\_ Labor \_\_\_\_\_ Other \_\_\_\_\_ Total \_\_\_\_\_

Comments \_\_\_\_\_

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_ Date Mailed: \_\_\_\_\_

## **GENERAL REQUIREMENTS FOR UPGRADING COUNTY ROADS**

An application requesting a road upgrade must be submitted to the Public Works Department specifying the location and approximate length of road or section of road to be upgraded. If more than one person is involved, please designate a single contact.

An approximate cost estimate with right-of-way requirements will be prepared by the Public Works Department and sent to the requester.

To proceed with the upgrade, the Public Works Department must be notified in writing of the requester(s) willingness to pay for material costs and donate right-of-way, when applicable.

The request will be brought to the attention of Commissioners' Court for consideration.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided, if different than the original estimate.

Right-of-Way documents, when required, will be prepared by Collin County for signature. Money for material costs shall be placed in an escrow account by the requester(s). The project will be scheduled for construction after these items have been addressed.

## **UPGRADING / ACCEPTANCE OF PRIVATE ROADS IN RECORDED SUBDIVISIONS**

Subdivision must be recorded and meet the requirements specified in Section V of the County Road policies.

All roads in the subdivision must be upgraded / accepted.

Minimum right-of-way width shall be sixty (60) feet as required by Section VI.B.(b) of the County Road Policies. When engineering information indicates that the existing right-of-way is not adequate, additional right-of-way will be required.

A request must be submitted to the Public Works Department specifying the name and location of the subdivision in question. Please designate a single contact person for the county regarding this project.

An approximate cost estimate will be prepared by the Public Works Department and sent to the requester.

To proceed, the Public Works Department must be notified in writing of the requester(s) willingness to pay for all costs involved with the upgrade.

The request will be brought to the attention of Commissioners' Court for approval.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided if different from the original estimate.

Money must be placed in an escrow account prior to the project being scheduled. If applicable, all fences, utilities or other improvements must be relocated prior to scheduling.

## **COSTS**

Since material costs fluctuate, the written cost estimate we have provided you will be honored for the period indicated (typically 6 months).

The cost estimate for materials will be based on the type upgrade requested.

**Dirt to Rock:** A blend of (6" loose) crushed native white rock with (3" loose) flex base to improve traction and minimize dust.

**Dirt to Asphalt:** A blend of (4" compacted) crushed native whiterock with (6" compacted) flex base and two layers of asphalt surface treatment.

**Rock to Asphalt:** Two layers of asphalt surface treatment, any additional rock will be paid for by Collin County since it is an existing rock road.

**Private Road in Recorded Subdivision:** Since conditions vary, subdivisions will be evaluated on a case by case basis.

If you have any additional questions, please feel free to call the Public Works Department at Metro 424-1460 ext. 3700 or (972) 548-3700.

### **Mail or Fax Application To:**

**Collin County Service Center  
700A West Wilmeth Road  
McKinney, Texas 75069  
Fax Number (972) 548-3754**

# **COUNTY ROAD POLICY (CITIES)**

## **COUNTY ROAD POLICY (CITIES)**

### **Section I Maintenance/Improvements to Roads Within City Limits**

- A. Each city in Collin County is responsible for maintaining the roads and bridges within their city limits.
- B. Commissioners' Court desires that a consistent policy be continued concerning road work performed by the county within the corporate limits of cities as Collin County has limited funds, personnel and equipment available for these projects.
- C. Commissioners' Court may consider making or participating in improvements to roads and bridges within the corporate limits of a city as follows:
  - (a) General maintenance items to include rocking, grading, asphalt level up, sealcoating, oiling for dust control, installation of culverts, cleaning of drainage ditches, mowing or brushcutting and emergency repairs to bridges.
  - (b). Major improvements such as the construction or reconstruction of roadways will only be considered if the road is on the Collin County Thoroughfare Plan.
- D. A city must be entered into an Interlocal Cooperation Agreement with Collin County prior to work being performed by Collin County for that city.
- E. All requests must be submitted to the Director of Public Works by April 1st of the year prior to the year improvements are desired to be made. Emergency requests will be evaluated by Commissioners' Court upon the merits presented by the requesting city.
- F. Authorization for work in cities can only be given by Commissioners' Court.

### **Section II Reimbursement for Work Performed by Collin County**

- A. Costs for road and bridge repairs or improvements will be as follows:
  - (a) Cost of materials used for the project or one-half of the total project (including labor and equipment), whichever is greater, if the road is on the Collin County Thoroughfare Plan.
  - (b) Total cost, including materials, labor and equipment if the road is not on the Collin County Thoroughfare Plan.

**COUNTY ROAD  
POLICY  
(OILING/DUST)**

## **COUNTY ROAD POLICIES (OILING/DUST CONTROL)**

### **Section I Oiling of County Roads**

County funds shall be expended to spray county roads for dust control as follows:

- a) When a person has a chronic respiratory condition, substantiated by a physician, the county will oil up to 500 feet in front of their house. If the house is located at a road intersection, the roads will be oiled for up to 500 feet in both directions from the intersection. Priority will be given to elderly residents.
  - b) When the traffic count on a road reaches a minimum of 150 cars per day, oil will be applied on an interim basis until the road can be upgraded to asphalt. If the right-of-way required to upgrade a road is unobtainable, the road will no longer be oiled at county expense.
  - c) When county trucks are hauling materials to or from a project site damaging the road surface and creating a severe dust problem.
  - d) Other conditions as approved by action of the Commissioners Court.
- B. All other requests for oiling in unincorporated areas of the county would be at the requester's expense. Collin County shall be reimbursed for the cost of materials.



Collin County Department  
of Public Works  
700 A West Wilmeth Road  
McKinney, Texas 75069  
(972) 548-3700  
FAX No. (972) 548-3754

Application for dust control oiling due to chronic respiratory condition

RESIDENT

Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

PATIENT

Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

County Road No.: \_\_\_\_\_ Application is good for this calendar year only

1) Approximate distance residence is from county road \_\_\_\_\_ feet

2) Number of years lived at this residence \_\_\_\_\_ years

3) What side of road is residence located?

Circle one: North South East West

To be completed by physician.

_____ Allergy which interferes with breathing or is life threatening	
_____ Interstitial	_____ Pulmonary TB
_____ Pulmonary Fibrosis	_____ Lung Abscess
_____ Hypoxemia	_____ Asthma
_____ Sarcoidosis	_____ Bronchiolitis
_____ Asbestosis	_____ Dyspnea
_____ Emphysema	_____ Cystic Fibrosis

Other chronic/life threatening respiratory  
conditions: \_\_\_\_\_

How long has patient had this condition: \_\_\_\_\_ Last episode: \_\_\_\_\_

Other  
comments: \_\_\_\_\_

Physician Name (Please print) \_\_\_\_\_

Physician signature/specialty \_\_\_\_\_

Date: \_\_\_\_\_ Phone No.: \_\_\_\_\_

APPLICATION SHOULD BE MAILED OR FAXED FROM THE DOCTOR

# **ASSESSMENT POLICY FOR SUBDIVISIONS**

## **ASSESSMENT POLICY FOR SUBDIVISION ROADS**

### **Section I Assessment to Upgrade Roads in Subdivisions**

- A. Collin County may upgrade county roads as outlined in Senate Bill 314, Article 6702-3, on a first come basis or as specified by Commissioners' Court provided the initial funds are available or made available to the county. Only roads in recorded subdivisions will be considered for upgrade by assessment.
- B. Commissioners' Court may consider upgrading a road or roads by assessment within subdivisions in un-incorporated areas of Collin County upon receipt of a written request from the Property Owner's Association or individual landowners agreeing to adhere to the following terms prior to construction:
- (a) Donation of additional right-of-way, drainage or utility easements, when required.
  - (b) If a road lies within an unrecorded subdivision, the addition must be approved by Commissioners' Court and a plat filed for record at the County Clerk's Office.
  - (c) Payment for all utility relocations. These costs will not be included in the assessment.
  - (d) Payment for all surveying platting, replatting and legal fees (to include title fees, assignment of liens, etc.). These costs will not be included in the assessment.
  - (e) Payment for all project cost to include materials, equipment and labor. This includes all cost whether by in-house forces or contract.
  - (f) Placement of 10% of the construction cost in an escrow account in a Collin County Bank.
  - (g) Placement of 50% of the utility relocation cost in an escrow account in a Collin County Bank.

### **Section II Assessment Procedures**

- A. After the conditions in Section I have been met, the following procedures are required before the assessment can take place:
- (a) Commissioners' Court must give notice of the proposed improvement and assessment and must hold a public hearing. The notice must be published at least twice in a newspaper of general circulation in the county and shall state that a public hearing will be held to consider whether or not the improvement and assessment will be ordered.

**Section II Continued**

- (b) Within 10 days of the public hearing, Commissioners' Court shall send by certified mail, a ballot to each owner of real property showing the maximum amount of assessment for each property in the subdivision should a majority of the record owners of real property in the subdivision vote in favor of the proposition.
- (c) If the vote passes, Commissioners' Court may provide the time, terms and conditions of payment and default to the assessment, except that no interest on the payment of the assessment shall be allowed.
- (d) If the vote fails, Commissioners' Court may not order the improvement and assessment, and may not propose the order again until four years after the date the County Clerk declares the results of the vote to Commissioners' Court.
- (e) An assessment shall be secured by a lien against the real property of the assessed property owner.

**Section III Appeals**

An assessment may be appealed by filing a petition in the district court having jurisdiction in the county not later than the 15th day after the date that a property owner receives an assessment.

**Section IV Liens**

An assessment shall be secured by a lien against the real property of the assessed property owner. Liens on all property shall remain in place until such time that the entire assessed amount has been paid to Collin County. Property owners are separately, not jointly, liable for their assessed amounts.

**Section V Acceptance**

When all of the requirements set out in Section I and II of this policy have been met and if funds are available from Collin County the project will be accepted. If it will require an excessive amount of time to relocate the utilities and begin the actual upgrading of the road/roads the Commissioners' Court may direct that a minimum amount of maintenance be performed to assure the health and safety of the property owners.

**Section VI Status of Roadway after Acceptance**

A road improved under this article is a county road, and the county shall maintain the road in accordance with county road standards.

## **Section VII Reimbursement of Funds**

- A. Prior to the actual road upgrading and upon completion of the utility relocation the balance of the utility relocation cost shall be paid to Collin County or the respective utility company. (This includes the 50% escrowed monies plus the remaining 50% balance of the relocation cost)**
- B. Upon completion of the upgrading, the 10% escrowed monies shall be reimbursed to Collin County.**
- C. The 90% balance of the project cost including construction and other related cost as noted in Section I of this policy shall be the total assessed amount and shall be collected by the county over an amortized period, not to exceed sixty months.**



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Consider, discuss and act upon an agreement with Tantalus for the Advanced Metering Infrastructure System

- An agreement is attached for review

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

## TUNet® NETWORK SYSTEM AGREEMENT

THIS TUNet® NETWORK SYSTEM AGREEMENT (“**Agreement**”) is made as of the 9<sup>th</sup> day of September, 2014, by and between TANTALUS SYSTEMS INC., with its principal place of business at 1121 Situs Court, Situs II, Suite 190, Raleigh NC 27606 (“**Tantulus**”) and THE CITY OF FARMERSVILLE, with its principal place of business at 205 S. Main, Farmersville, TX 75442 (“**Customer**”).

This Agreement includes the following Exhibits:

Exhibit A	End-User License
Exhibit B	Technical Support
Exhibit C	Deployment Partnership

Each Exhibit is incorporated by reference into, forms part of and is governed by the terms of this Agreement. In the event of any inconsistency or conflict between the terms of any of the above Exhibits and the terms of this Agreement, which is not otherwise addressed by a statement regarding precedence, the terms of this Agreement shall govern.

The parties agree as follows:

### ARTICLE 1 DEFINITIONS AND INTERPRETATION

**1.1 Definitions.** When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

- (a) “**Business Day**” means any day that is not a Saturday, Sunday or a state or federal holiday;
- (b) “**Confidential Information**” of a party is information (in tangible or intangible form) that it owns or has license for, and discloses to the other party, that: (i) derives economic value, actual or potential, from not being generally known to, and is not readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its confidentiality; and includes technical information (such as formulas, data, programs, methods, techniques and processes), business information (such as information about finances, customers and potential customers, marketing plans and business strategies), and the terms of this Agreement; but Confidential Information does not include information that the receiving party establishes: (i) it developed independently; or (ii) was generally available to the public through no fault of its own; or (iii) was possessed by it before its receipt thereof from disclosing party; or (iv) was acquired from a third party without the breach of any confidentiality obligation; or (v) five (5) years after its disclosure, does not constitute a trade secret under relevant laws and policies. Confidential Information shall also include all notes, copies and summaries, in any media, and recollections of a receiving party of Confidential Information;

- (c) **“Destination”** means Customer’s designated destination point for the delivery of Network Equipment;
- (d) **“Dispute”** means any dispute, controversy, difference or claim, arising under or in connection with this Agreement, including its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims;
- (e) **“Force Majeure”** is an event that is beyond the reasonable control of a party that prevents, interrupts or delays the performance of any obligation hereunder including, without limitation:
  - (i) physical disasters such as floods, earthquakes, fire, ice storms, epidemics, quarantine, riots, war (declared or undeclared), terrorism;
  - (ii) Acts of God and acts of government; and
  - (iii) transportation shortages, materials and components shortages.

Lack of funds or credit will not constitute a Force Majeure.

- (f) **“Licensed Software”** means all software and firmware residing on, or provided in connection with, each unit of Network Equipment purchased under this Agreement, together with all software documentation related thereto and any and all updates thereto. The terms and conditions of Exhibit A will apply to the Licensed Software provided to Customer;
- (g) **“Network Equipment”** means the equipment manufactured by or for Tantalus for use as part of TUNet and its associated Licensed Software, each as described on the price list that Tantalus provides from time to time;
- (h) **“Proprietary Rights”** means all patent rights, copyrights, trademarks, trade names, know-how, trade secrets and other intellectual property rights which are protected by laws and regulations of any relevant countries;
- (i) **“Purchase Orders”** means purchase orders issued, from time to time, by Customer to Tantalus pursuant to which Customer will purchase Network Equipment and Services in accordance with the terms of this Agreement;
- (j) **“Services”** means deployment engineering support services as further outlined in Exhibit C, as described on the price list that Tantalus provides from time to time;
- (k) **“Shipping Point”** means the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment; and
- (l) **“Specifications”** means the design, performance and regulatory requirements for each Network Equipment, as such may be amended from time to time by Tantalus.
- (m) **“Third-party product”** means a product that is produced by a company other than Tantalus. Third-party products may have the benefit of a manufacturer’s warranty provided by the product manufacturer.



- (n) **“Third-party software”** means software that is licensed by a company other than Tantalus. Use of third-party software is subject to end-user’s acceptance of the third-party End User’s License Agreement (EULA). Third-party software may have the benefit of warranties provided by the third-party software licensor.
- (o) **“TUNet®”** means the TUNet smart grid network provided by Tantalus pursuant to this Agreement.

**1.2 Interpretation Not Affected by Headings, etc.** The division of this Agreement into sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

**1.3 Number, etc.** Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

**1.4 Date For Any Action.** In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

**1.5 Construction.** In this Agreement, unless otherwise indicated:

- (a) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and “hereby” and similar expressions refer to this Agreement (including the schedules hereto), as amended or supplemented from time to time pursuant to the applicable provisions hereof, and not to any particular section or other portion hereof;
- (b) the words “include”, “including” or “in particular”, when following any general term or statement, shall not be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (c) time is of the essence; and
- (d) references to a “party” or “parties” are references to a party or parties to this Agreement.

**1.6 Authorship.** Authorship of this Agreement will have no bearing on the construction of any terms hereof or ambiguities thereof.

## **ARTICLE 2 TERMS OF PURCHASE AND SALE**

**2.1 Purpose/Goal.** This Agreement records the terms and conditions under which Customer will purchase from Tantalus, and Tantalus will sell to Customer, TUNet and includes, without limitation, the terms, conditions and responsibilities of each party relating to the license of the Licensed Software (see Exhibit A), the provision of Technical Support (see Exhibit B) and the deployment of TUNet (see Exhibit C).

**2.2 Purchase Orders.** Customer may purchase Network Equipment and Services by issuing properly authorized Purchase Orders to Tantalus. Each type of Network Equipment may have an economic order quantity or minimum order quantity, meaning that no Purchase Order may be placed for a quantity of those units of Network Equipment which is less than the minimum number of units specified

on the then current Tantalus price list and designated as the “economic order quantity” or “minimum order quantity”. Each Purchase Order issued by Customer shall have a lead-time of at least 90 days. Lead-time means the time extending from the date the Purchase Order is received by Tantalus to the specified delivery date. Each Purchase Order shall reference this Agreement and shall state product description, quantity of Network Equipment and Services ordered, part number, desired delivery date and Destination, method of shipment, unit price for each unit ordered and total purchase price. In the event of any inconsistency or conflict between any terms of a Purchase Order, order confirmation, invoice or any other commercial form used by the parties and this Agreement, the terms of this Agreement shall govern. No oral, electronic, or written additional or different provisions proposed by either party in any acceptance, confirmation, or acknowledgment shall apply. Purchase Orders, once accepted, may not be cancelled, except as outlined in section 2.3 below.

**2.3 Acceptance, Rejection or Changes to Purchase Orders.** Tantalus will notify Customer of its acceptance or rejection of each Purchase Order as soon as practicable and, in any event, within fifteen (15) business days following receipt of the Purchase Order. Notice of acceptance shall include confirmation of requested quantities, desired delivery dates and prices consistent with the terms of this Agreement. If Tantalus fails to notify Customer within the aforementioned time frame, such Purchase Order will be deemed to be rejected. Once a Purchase Order is accepted by Tantalus, the quantities, delivery dates and prices within that acceptance, unless otherwise noted on such acceptance, are committed to and cannot be changed without the consent of both Tantalus and Customer. If the parties agree to changes to a Purchase Order, those changes will be incorporated in a replacement Purchase Order, which will follow the same process outlined above referencing the Purchase Order to be replaced.

**2.4 Pricing.** The prices for the Network Equipment and Services sold by Tantalus shall be as set forth on Tantalus’ then current price list and do not include taxes. In addition, Tantalus shall bear the costs and charges to ensure that all Network Equipment purchased by Customer is cleared for importation into the United States, if applicable, and delivered to the Shipping Point. Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, duties and surcharges now in force or enacted in the future which are associated with the provision of Network Equipment and Services by Tantalus, excluding taxes on Tantalus’ income generally.

**2.5 Price Changes.** Tantalus reserves the right, in its sole discretion, to revise the prices applicable to Network Equipment and Services sold to Customer on thirty (30) days prior written notice to Customer. Notwithstanding the foregoing, the original price of any Network Equipment and Services covered by Purchase Orders issued by the Customer, and which Purchase Orders are confirmed and accepted by Tantalus prior to the effective date of such price revision, will not be changed.

## **2.6 Payment.**

(a) Customer agrees to pay an advance payment (the “**Deposit**”) equal to twenty-five percent (25%) of the total purchase price of the Network Equipment and Services specified on each Purchase Order. The Deposit will be due and payable, notwithstanding the absence of the applicable Tantalus’ invoice, within ten (10) days of the date of the Tantalus order acknowledgement issued in connection with an accepted Purchase Order. Failure to pay the Deposit by such due date shall result in the cancellation of the Purchase Order by Tantalus, without requirement for any further action, or notice to Customer, by Tantalus. Notwithstanding the foregoing, if Customer places a single blanket Purchase Order that is at least 12 months in duration and represents greater than thirty percent (30%) of their total customer base, the Deposit amount will be reduced to ten percent (10%) on that Purchase Order and subsequent Purchase Orders that are also at least 12 months in duration and represent greater than thirty percent (30%) of their total customer base.

(b) Tantalus shall invoice Customer for Network Equipment and Services purchased upon delivery of Services and such Network Equipment to Customer at the Shipping Point. Amounts paid under section 2.6 (a) will be reflected as a credit to the total purchase price due and owing upon delivery completion of the total Purchase Order. Payment terms are net thirty (30) days from date of Tantalus's invoice. All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly on all overdue amounts. Customer shall also be responsible for collection costs associated with the late payment, if any, including reasonable attorney's fees. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies.

**2.7 Delivery/Title/Risk of Loss.** Tantalus shall deliver the Network Equipment to Customer at the Shipping Point (cleared for export, if applicable) and title (other than title to Licensed Software which shall remain with Tantalus) and risk of loss of Network Equipment shall pass from Tantalus to Customer at the Shipping Point. If any loss of or damage to the Work occurs prior to delivery to Purchaser's warehouse, regardless of passage of title prior to such delivery, the Supplier shall without cost to the Purchaser, promptly make all repairs or replacements necessary to place the Work in the condition required by this Agreement. Customer will notify Tantalus within five (5) days of delivery of any damage to equipment and/or within 10 days of shipping should an order not be received. If the Shipping Point and Destination are not the same, Customer shall be responsible for and shall pay all transportation and insurance costs for Network Equipment from the Shipping Point to the Destination, provided however that upon request by Customer, Tantalus shall make the arrangements for such transportation and insurance and will invoice Customer for reimbursement at cost. The payment terms described in section 2.6 shall apply to such invoices, *mutatis, mutandis*. Delivery dates are approximate only. Tantalus shall notify Customer in writing, if Tantalus has knowledge of any event that is reasonably likely to materially delay any specified delivery date or change any specified delivery date.

**2.8 Insurance.** During all times in which Customer has possession of Network Equipment for which Tantalus has not received payment in full, Customer shall ensure that comprehensive general liability insurance with limits at least equal to the total value of all such Network Equipment is obtained and, upon request, provide Tantalus with a certificate evidencing such coverage.

**2.9 Changes to Network Equipment.** Tantalus reserves the right from time to time in its sole discretion to modify, change, discontinue or to limit its production of any Network Equipment at any time to allocate, terminate or limit deliveries of any Network Equipment in time of shortage and to alter the design or construction of any Network Equipment.

**2.10 No Resell.** Customer acknowledges and agrees that it has no rights to market and resell the Network Equipment. The purchase and sale of Network Equipment and Services hereunder is solely for Customer and its Affiliates' requirements.

### **ARTICLE 3 CONFIDENTIAL INFORMATION**

**3.1 Confidentiality.** Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other party's Confidential Information and shall not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this Agreement, and subject to confidentiality obligations at

least as protective as those set forth herein. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, but in no event less than reasonable care. The receiving party will not commingle or mix the other party's Confidential Information with other information.

**3.2 Authorized Disclosure.** In addition, each party shall be entitled to disclose the other party's Confidential Information to the extent such disclosure is necessary to comply with reporting requirements for public companies and as requested by the order or requirement of a court, administrative agency, or other governmental body; provided, that the party required to make the disclosure shall: (i) provide prompt, advance notice thereof to enable the other party to seek a protective order or otherwise prevent such disclosure; and (ii) seek treatment of the Confidential Information to the highest level of protection afforded under relevant laws and policies.

**3.3 Remedies.** If either party breaches any of its obligations with respect to confidentiality, or if such a breach is likely to occur, the other party shall be entitled to all relief, remedies and recourses available at law or in equity, including monetary damages. In addition to all other remedies available at law and at equity, the other party shall be entitled to seek specific performance or a restraining order, decree or injunction.

**3.4 Customer's Disclosure Obligation if a Municipal Utility.** Certain US State statutes governing public information allow the public to have access to information in the possession of a governmental body through an open records request. Proprietary information identified by Tantalus will be kept confidential by Customer, if subject to such State legislation, to the extent permitted by state law. Customer will use best efforts to give Tantalus an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information prior to any release requested under the public information statutes, but Customer can take no legal position on disclosure.

## **ARTICLE 4 WARRANTIES**

### **4.1 Warranties.**

(a) With respect to new equipment, for a period of one year from the date of shipment of each unit of Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of Network Equipment shall be free and clear of all liens, financial encumbrances and security interests, (iii) all materials, parts, components and other items initially incorporated in the Network Equipment will be new; and (iv) each unit of Network Equipment shall be compliant with, and perform in accordance with its Specifications. The warranty for replaced or repaired Network Equipment originally warranted under this paragraph shall be ninety (90) days from date of return to Customer or the balance of the original warranty period, whichever is greater.

(b) With respect to refurbished equipment, for a period of 90 days from the date of shipment of refurbished Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of refurbished Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of refurbished Network Equipment shall be free and clear of all liens, financial encumbrances and security interests; and (iii) each unit of refurbished Network Equipment shall be compliant with, and perform in accordance with its Specifications.

(c) The aforementioned warranties in paragraphs (a) and (b) apply only when all three of the following conditions prevail: (i) the unit of Network Equipment is owned by the original Customer and not by an assignee; (ii) the Customer is not the subject of bankruptcy or comparable proceedings; and (iii) while Tantalus has not invoked a subsisting remedy in respect of Force Majeure.

(d) The aforementioned warranties in paragraphs (a) and (b) will not apply to Licensed Software which is sold "as is" with no warranty, in accordance with Exhibit A.

(e) The aforementioned warranties in paragraphs (a) and (b) will not cover any third party products provided by Tantalus. Any warranty for such products will be between Customer and the third party manufacturer.

#### **4.2 Warranty Returns.**

(a) Subject to paragraph (b) below, for any breach of warranty under Sections 4.1(a) or (b), Tantalus' sole obligation shall be to, at its sole option and expense, repair or replace defective Network Equipment or refund the purchase price thereof, within 60 days of receipt of such defective Network Equipment at its designated depot, provided that the Customer has returned the defective Network Equipment to Tantalus no later than four weeks after the expiry of the applicable warranty period set out in section 4.1. Customer will be responsible for removing defective Network Equipment from the installation point and returning the defective Network Equipment, transportation charges prepaid by Customer, to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed problem sheet. Tantalus will be responsible for paying all shipping and other costs incidental to the return of repaired or replacement Network Equipment to Customer. Customer will be responsible for re-installing such repaired or replacement Network Equipment.

(b) To the extent Tantalus determines that the Network Equipment returned under warranty is not defective (that is, no fault found), Customer will pay for the return of the Network Equipment and will pay Tantalus the fee of US\$150 per no fault found Network Equipment.

(c) Tantalus will make available out-of-warranty repairs in accordance with its programs in effect at the relevant time. Services for out-of-warranty repairs will be provided at Tantalus' then current time and materials fees and rates.

**4.3 No Warranty.** The warranties described in section 4.1 will not cover Network Equipment: (i) units whose original bar code, copyright notices and proprietary legends, if any, have been spoiled or altered, (ii) units that were not installed or de-installed as per Tantalus' specifications or serviced by Tantalus or a person authorized by Tantalus to do so, (iii) units that were the subject of repair, modification or alteration without Tantalus's approval, (iv) units damaged or defective because of reasonable wear and tear, (v) units that were not operated in accordance with the Specifications; (vi) units damaged or defective because of problems with electrical power, (vii) units damaged or defective because of acts of God, and (viii) units that in Tantalus's reasonable opinion have been misused, altered, abused or subject to abnormal conditions of operation or handling.

**4.4 DISCLAIMER.** THE ABOVE EXPRESS WARRANTIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. TANTALUS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF OTHER'S INTELLECTUAL PROPERTY RIGHTS, AND DURABILITY.

## **ARTICLE 5**

### **LIABILITY AND INDEMNITY**

**5.1 Relief for patent and copyright matters.** Tantalus, at its expense, shall defend any court suit brought against Customer by a third party alleging that units of Network Equipment purchased by Customer infringe US or Canadian patent or copyright. Tantalus's obligation to defend is effective only if Customer is not in breach of any of the terms and conditions of this Agreement and of any other agreement between the parties, and if Tantalus is notified promptly and given complete information, assistance and authority by Customer to conduct the defense. If any unit of Network Equipment: (a) is adjudicated by a court of competent jurisdiction after appeals therefrom are exhausted, as infringing any US or Canadian patent or copyright or (b) has its use enjoined by such court, Tantalus will, at its election: (i) procure for the Customer the right to continue using said unit; (ii) replace it with non-infringing and functional equivalent; (iii) modify it to become non-infringing; or (iv) if none of the aforementioned options are reasonably available, refund to Customer all amounts paid for the infringing Network Equipment, depreciated on a straight line basis over a ten (10) year period. Tantalus's obligation to defend includes the sole right to settle. Tantalus's obligation to defend does not apply to the following: (A) Network Equipment based on a design, specifications or instructions supplied or requested by Customer; (B) use of Network Equipment in combination with any other hardware or software not provided by Tantalus, if infringement would not have occurred but for such combination; (C) use of any release of Licensed Software or any firmware other than the most current release made available to Customer; (D) use of Network Equipment other than as permitted under this Agreement, or as intended by Tantalus, if the infringement would not have occurred but for such use; or (E) modifications made to Network Equipment not made by Tantalus or approved by Tantalus. The foregoing states Tantalus's entire liability with respect to intellectual property infringement by any unit of Network Equipment.

**5.2 General Indemnity.** Tantalus shall indemnify and hold Customer harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Customer and caused by the gross negligence of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus' gross negligence. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Customer shall not undertake the defense of any such claim. Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures.

**5.3 Customer Indemnity.** The relationship of Tantalus and Customer established by this Agreement is that of independent contractors and neither party is an employee, agent or joint venture of the other. All financial obligations associated with Customer's business are the sole responsibility of Customer. Except for warranty claims under section 4.1, Customer shall indemnify, defend and hold harmless Tantalus from and against any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Customer's activities, or those of its employees or agents, including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Network Equipment and Services hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities and (ii) those relating to Customer's use of the Network Equipment or Customer's breach of any term, representation or warranty of this Agreement.

**5.4 Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, OTHER THAN FOR TANTALUS' GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, TANTALUS WILL NOT BE LIABLE TO CUSTOMER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES INCLUDING,

WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR NETWORK EQUIPMENT AND SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; (B) ANY FAILURE OR DELAY DUE TO FORCE MAJEURE; OR (C) ANY ALLOCATION OF NETWORK EQUIPMENT AND SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

## **ARTICLE 6 OWNERSHIP OF INTELLECTUAL PROPERTY**

**6.1 Ownership of Intellectual Property.** Except for licenses otherwise expressly granted under this Agreement, the sale of Network Equipment hereunder does not convey to Customer any Proprietary Rights in the Network Equipment and Customer acknowledges Tantalus's exclusive rights thereto. Neither the sale of Network Equipment nor any provision of this Agreement will be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any other product or invention of Tantalus, or any combination of the Network Equipment with any other product of Tantalus.

## **ARTICLE 7 TERM AND TERMINATION**

**7.1 Term.** Unless terminated earlier as provided herein, this Agreement shall have an initial term of one (1) year commencing on the execution date of this Agreement and shall automatically renew for successive one year periods thereafter, until terminated in accordance with section 7.2 herein. The term of the Licensed Software shall be as set forth in Exhibit A.

### **7.2 Termination.**

(a) Either party may terminate this Agreement effective upon the delivery of written notice of such termination to the other party, if the other party:

- (i) becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it

or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding;

- (ii) breaches its obligations related to confidentiality; or
- (iii) is in default in any material respect in the performance of any its obligations under of this Agreement, provided that the party not at fault has given the other party forty five (45) days prior written notice of such default and such other party has not remedied the default; provided however if the defaulting party is Customer and such default is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 45 day cure period will be reduced to five (5) days.

(b) Either party may terminate this Agreement, at any time and for any reason, on ninety (90) days' prior written notice to the other party.

(c) Prior to the effective termination of this Agreement, all of the terms and conditions of, and the respective rights and obligations of the parties to, this Agreement will remain completely valid and enforceable; provided however that, in the event Tantalus terminates the Agreement under section 7.2(a), then any deliveries of Network Equipment and Services to Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled.

**7.3 Other Remedies.** Termination is not the sole remedy available under section 7.2(a) of this Agreement and, whether or not termination is effected; all other legal remedies will remain available.

**7.4 Survival.** Notwithstanding anything to the contrary in this Agreement, no expiration or termination of this Agreement by either party shall affect any rights or obligations of either party: (i) which are vested pursuant to this Agreement as of the effective date of such expiration or termination, (ii) any other provisions intended by the parties to survive such expiration or termination including, but not limited to, Purchase Orders accepted pursuant to section 2.3, sections 2.6, 5.4, Articles 3, 4, 6, 9 and Exhibit A.

## **ARTICLE 8 DISPUTE RESOLUTION**

**8.1 Dispute Resolution.** Except for disputes related to nonpayment or as otherwise provided in this section 8.1, neither party shall resort to formal arbitration proceedings under section 8.2 until the parties have attempted to resolve the Dispute through the process set forth in this section 8.1. The party raising a Dispute shall submit to the other party a written notice and supporting material describing all issues and circumstances related to the Dispute (a "**Dispute Notice**"). A designated senior management representative of each party shall attempt to resolve the Dispute. If the parties' representatives fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, either party may commence formal arbitration proceedings in accordance with section 8.2 to resolve the Dispute. This section 8.1 shall not be construed to prevent a party from instituting proceedings earlier than as indicated in this section 8.1 to: (a) avoid the expiration of any applicable limitations period, (b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations set forth in Article 3.

**8.2 Arbitration.** Subject to section 8.1 above, any Dispute arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by binding arbitration in Chicago, Illinois under the Rules of the American Arbitration Association (the "**Rules**")



then in effect. The arbitration shall be conducted by a single independent arbitrator, if the parties agree upon one, otherwise by three (3) independent arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. If the two (2) arbitrators are unable to agree upon the third arbitrator, such third arbitrator shall be appointed in accordance with the Rules. The arbitrator(s) shall apply the governing laws specified in section 9.5. The award and determination of the arbitrator(s) or any two of the three arbitrators shall be binding upon the parties and their respective successors and assigns. The parties and arbitrator or arbitrators shall use reasonable, diligent efforts to complete the arbitration within sixty (60) calendar days after the appointment of the arbitrator or arbitrators under this section 8.2. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision or Tantalus may institute an action for payment under this Agreement, in any court of competent jurisdiction. As to any such suit, both parties accept and submit to the non-exclusive in personam jurisdiction of the state or federal courts in the State of Delaware. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorney's fees.

## **ARTICLE 9 GENERAL PROVISIONS**

**9.1 Notices.** Any notification, notice, approval, confirmation or consent required or permitted to be given must be in writing and signed by an authorized representative of a party by (whether a party hereto or a third party, as the case may be), and will be deemed to have been duly given when delivered by hand (or by facsimile transmission if followed by delivery of the original thereof), addressed to the other party at its address set out above or such other address as it may notify of, to the attention of the President if for Tantalus and to the attention of Mayor of the City of Farmersville if for Customer. Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a party hereto will not be unreasonably delayed, withheld or withdrawn by it.

**9.2 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

**9.3 Entire Agreement.** This Agreement together with the Exhibits attached hereto constitute the sole and entire agreement between the parties on the subject matter hereof, and supersedes and invalidates all other commitments, representations, warranties, conditions and understanding relating to the subject matter hereof.

**9.4 Amendment and Waiver.** No amendment or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. No waiver by any party or any breach or series of breaches in performance by the other party, and no failure, refusal or neglect to exercise any right, power or option given to either party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such party of its right at any time thereafter to require strict compliance with the provisions hereof.

**9.5 Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Delaware without regard to conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Tantalus and Customer:

- (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement must be brought in either the United States District Court for the District of Delaware or the Commercial Division of the State Court of Delaware, which Court will have exclusive jurisdiction over any controversy arising out of this Agreement;
- (b) consent to the jurisdiction of such Court in any such suit, action or proceeding;
- (c) unconditionally waive any objection which it may have to the laying of venue of any such suit, action or proceeding in such Court and claim that any such suit, action or proceeding has been brought in an inconvenient forum; and
- (d) unconditionally waive a trial by jury in any such suit, action or proceeding.

**9.6 Successors and Assigns.** This Agreement binds, and inures to the benefit of, the parties and their respective successors. This Agreement shall not be assigned by either party without the prior written consent of the other party, except that Customer agrees that Tantalus may assign, without notice to Customer, any account receivable arising under this Agreement in connection with a factoring arrangement.

**9.7 Execution in Counterparts and by Facsimile.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized representatives as of the date and year set out in page 1.

**TANTALUS SYSTEMS INC.**

**CUSTOMER**

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

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

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

Name: Joseph E. Helmberger, P.E.,

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

Title: Mayor

## **EXHIBIT A**

### **END USER LICENSE**

This is Exhibit A to the TUNet Network System Agreement. Unless otherwise defined in this Exhibit, defined terms will have the respective meaning set out in the Agreement.

Licensed Software, which in this Exhibit A excludes third party software products that have their own end user license terms, is subject to the terms and conditions of this Exhibit A, which may also be referred to as the “EULA”. BY INSTALLING OR USING ANY LICENSED SOFTWARE, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS EULA. IF CUSTOMER IS UNABLE OR UNWILLING TO ENTER INTO AND COMPLY WITH THIS EULA, CUSTOMER MUST NOT INSTALL OR USE THE LICENSED SOFTWARE AND SHALL IMMEDIATELY RETURN TO TANTALUS THE TANTALUS PRODUCT ON WHICH THE LICENSED SOFTWARE RESIDES AND/OR IS USED.

**GRANT OF LICENSE.** Subject to the terms and conditions of this EULA and the Agreement, and any limitations imposed as part of a special beta test, trial, or promotional program, Tantalus hereby grants to Customer a limited, non-exclusive, non-transferable license to use the Licensed Software solely on the unit of Tantalus product where it resides when purchased, for operation in a utility telemetry network, and in strict accordance with third party license conditions, if any, and Tantalus reserves all other rights.

**RESTRICTIONS ON USE.** Unless expressly permitted by this EULA, or otherwise by applicable law or by Tantalus in writing, Customer shall not: (i) use, reproduce, modify, adapt, translate, update or transmit the Licensed Software, in whole or in part; (ii) rent, lease, license, transfer, or otherwise provide access or distribute rights to the Licensed Software; (iii) alter, remove, or cover trademarks or proprietary notices on the Licensed Software; (iv) directly or indirectly export, import or transmit the Licensed Software to any country in contravention of the laws of that country or the laws of the United States or Canada; (v) use the Licensed Software except on the Tantalus product(s) where it resides when purchased; (vi) decompile, disassemble, decrypt, unbundle, extract or otherwise attempt or assist others to reverse engineer the Licensed Software, except as necessary, when permitted by applicable law, to correct defects or achieve interoperability with complimentary programs, for Customer’s purposes only, but only if Customer has subscribed for, and paid all applicable fees relating to, the Licensed Software Maintenance Services (as defined in and provided pursuant to the Licensed Software Maintenance Addendum A-1 attached hereto) and Tantalus has refused to provide such Licensed Software Maintenance Services.

Unless otherwise agreed between Customer and Tantalus, Tantalus has no obligation to provide maintenance, updates, fixes, support, or training.

**OWNERSHIP.** The Licensed Software is protected by Canadian and international copyright and intellectual property laws. All rights to the Licensed Software are owned by Tantalus or its affiliates and suppliers and Tantalus and its affiliates retain all rights, title and interest in and to the Licensed Software including, without limitation, the source code, object code and any related information and documentation. By acquiring a license to use the Licensed Software, Customer does not become the owner of the Licensed Software, and Customer only has limited license rights to use the Licensed Software in accordance with the terms of this EULA. This section shall survive the termination or expiry of this EULA.

**LIMITED WARRANTY.** For a period of 90 days from the date of shipment of Network Equipment from Shipping Point, the physical media on which the Licensed Software is recorded by Tantalus will be free from defects in materials and workmanship under normal use. If failure of such physical media has

resulted from accident, abuse or misapplication, Tantalus will have no responsibility to replace the physical media or refund any portions of the amount paid by Customer for the Licensed Software thereon. This limited warranty on the physical media from Tantalus on which the Licensed Software is recorded applies only when all three of the following conditions prevail, and is subject to the terms of the Agreement: (a) such physical media is used in accordance with this EULA by the original customer and not by an assignee; (b) Customer is not the subject of bankruptcy or comparable proceedings; and (c) while Tantalus has not invoked a subsisting remedy in respect of force majeure.

**CUSTOMER'S SOLE REMEDY.** Tantalus's and its affiliates', suppliers', agents', officers' and directors' entire liability and Customer's sole remedy under this EULA shall be, at Tantalus's option from time to time exercised subject to applicable law, repair or replacement of the physical media that does not meet this limited warranty. This limited warranty is void if failure of the physical media has resulted from accident, abuse, misapplication, abnormal use, a virus or use in contravention of this EULA. Any replacement physical media will be warranted for the remainder of the original limited warranty period or thirty (30) days, whichever is longer.

**LIMITATION OF REMEDIES.** Customer's sole remedy for any breach of this Limited Warranty is as set forth above. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THIS LICENSED SOFTWARE IS ASSUMED BY CUSTOMER. NEITHER TANTALUS NOR ITS AFFILIATES, SUPPLIERS, AGENTS, OFFICERS OR DIRECTORS SHALL HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSSES OR DAMAGES HOWSOEVER CAUSED INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, GENERAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, DAMAGES TO PROPERTY OR PERSONS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF TANTALUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE, OR FOR CLAIMS BY ANY THIRD PARTY. THIS LIMITATION APPLIES TO ANYTHING RELATED TO THE LICENSED SOFTWARE, ANY SERVICES, CONTENT, OR THIRD PARTY PROGRAMS, AND CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY OR CONDITION, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT TO THE EXTENT PERMITTED BY LAW, WHETHER OR NOT TANTALUS KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. TANTALUS'S MAXIMUM AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, SUPPLIERS, AGENTS, OFFICERS AND DIRECTORS TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE LICENSED SOFTWARE. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NONPERFORMANCE OR FAILURE IS A BREACH OF FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. This section shall survive the termination or expiry of this EULA.

**DISCLAIMER.** THE ABOVE EXPRESS LIMITED WARRANTY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. THE LICENSED SOFTWARE IS PROVIDED TO CUSTOMER "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TANTALUS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF OTHER'S INTELLECTUAL PROPERTY RIGHTS, AND DURABILITY AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW FROM A COURSE OF DEALING OR USAGE OF TRADE. TANTALUS DOES NOT WARRANT OR MAKE ANY REPRESENTATION OR COVENANT REGARDING THE USE, OR THE RESULTS OF USE OF THE LICENSED SOFTWARE IN TERMS

OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE, THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, THAT THE LICENSED SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY BUGS, ERRORS OR OTHER DEFECTS IN THE LICENSED SOFTWARE WILL BE FIXED OR CORRECTED.

**TERMINATION.** Without prejudice to any other rights, Tantalus may cancel this EULA if Customer does not abide by the terms and conditions of this EULA, in which case Customer must destroy or return, at Tantalus's option, the Licensed Software and all of its documentation, and all copies thereof.

\* \* \* \*

## LICENSED SOFTWARE MAINTENANCE

### ADDENDUM A-1

This is Addendum A-1 to Exhibit A End User License. Unless otherwise defined in this Addendum or elsewhere in Exhibit A, defined terms will have the respective meaning set out in the Agreement.

Under the terms of this Addendum, Customer may request, and Tantalus shall provide, software maintenance services, subject to the terms and conditions set out in this Addendum.

**SERVICES.** Subject to Customer's election to receive such services, and payment of the annual subscription fee for such services as set out below and the other terms and conditions of this Addendum, Tantalus shall provide to Customer such software upgrades, enhancements and updates (collectively, the "**Updates**") as Tantalus makes generally available to its customers for the Software that is the subject of, and as defined in, the EULA (the "**Licensed Software Maintenance Services**"). Such Updates shall form part of the Software licensed in accordance with and subject to the terms of the EULA.

**SUBSCRIPTION AND ANNUAL SUBSCRIPTION FEES.** Licensed Software Maintenance Services, as described in this Addendum, shall be provided to Customer, without payment of an associated annual subscription fee, during the first 12 months following shipment of the relevant Network Equipment to Customer from Shipping Point. Thereafter, Tantalus shall invoice Customer on an annual basis for such Licensed Software Maintenance Services, unless Customer provides Tantalus with written notice at least 45 days prior to the anniversary date of the EULA (or expiry of the then current subscription term) that it will not subscribe for or renew the Licensed Software Maintenance Services for the subsequent 12-month period. Customer shall pay to Tantalus the then current applicable annual subscription fee for such Licensed Software Maintenance Services within 30 days of Customer's receipt of an invoice for such annual subscription fee from Tantalus. In the event that Customer does not subscribe for or renew the Licensed Software Maintenance Services for any 12-month period during the term of the EULA, then Tantalus shall have no obligation to provide the Licensed Software Maintenance Services to Customer during such period. If Customer does not subscribe for or renew the Licensed Software Maintenance Services for any 12-month period, Customer may, at any time, request that Tantalus provide or recommence the provision of such Licensed Software Maintenance Services by (a) issuing an appropriate purchase order or notice to Tantalus, and (b) paying to Tantalus, within 30 days of Customer's receipt of an invoice for such annual subscription fees from Tantalus, the then current applicable annual subscription fee for such Licensed Software Maintenance Services, and all applicable annual subscription fees for the period of time during which the Customer did not elect to subscribe for the Licensed Software Maintenance Services (the "**Back-Dated Subscription Fees**"), plus 50% of the Back-Dated Subscription Fees.

**CUSTOMER RESPONSIBILITIES.** Customer shall maintain up-to-date and valid backup copies of its systems and data for recovery purposes. Customer acknowledges and agrees that Tantalus' ability to restore systems is limited to the extent that such systems have up-to-date and valid backup copies, including, without limitation, in accordance with procedures provided by Tantalus. Customer is responsible for protecting from loss, damage or destruction all hardware and software (including materials, data, specifications, tapes and programs) provided by Tantalus. The replacement of any such products lost, damaged or destroyed shall be at Customer's sole expense. Customer shall provide to Tantalus all necessary information, support and cooperation as is necessary for the performance of the Licensed Software Maintenance Services under this Addendum. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Tantalus requires, and Customer shall provide to Tantalus, secure and encrypted remote access to Customer's systems and servers as required and instructed by Tantalus, in Tantalus' discretion, to enable Tantalus to perform the Licensed Software Maintenance Services under this Addendum. Such instructions provided by Tantalus may include,

without limitation, the use of a secure shell (ssh) or equivalent in accordance with Tantalus' security framework. If Customer requires Tantalus to utilize an alternative secure and encrypted access mechanism other than that provided or instructed by Tantalus, Customer shall pay Tantalus such additional service and support fees that may apply. Customer shall comply with the EULA, including, without limitation, the "Restrictions on Use" set out therein, failing which Tantalus shall have no obligation to provide the services described in this Addendum.

**TERMINATION.** Without prejudice to any other rights, Tantalus may cancel the Licensed Software Maintenance Services if Customer does not abide by the terms and conditions of this Addendum.

\* \* \* \*

## EXHIBIT B

### TECHNICAL SUPPORT

This is Exhibit B to the TUNet Network System Agreement. Unless otherwise defined in this Exhibit, each defined term will have the respective meaning set out in the Agreement.

1. **Technical Support.** Customer agrees to purchase from Tantalus, and Tantalus agrees to provide to Customer, the email and telephone technical support set forth in Addendum B-1 (“**Technical Support**”). On-site technical support is defined later in this Exhibit. For greater certainty, Technical Support does not include in or out of warranty repairs or hardware or software upgrades for Network Equipment. *The Technical Support Plan chosen is \_\_\_\_\_ and Technical Support shall commence on \_\_\_\_\_ (“Start Date”). The Start Date shall be no more than 120 days after the date of execution of this Agreement (such date of execution called the “Effective Date”), unless otherwise agreed by Tantalus, in its sole discretion.*

2. **Pricing.** The price for Technical Support is outlined in Addendum B-2 and is based on the Technical Support Plan outlined in Addendum B-1 chosen by the Customer. The price is comprised of a base charge and an additional charge based on the number of endpoints (“**Endpoints**”) shipped to the Customer. All prices are based on a 12 month period and are exclusive of all federal, state, provincial, municipal or other governmental use, sales, value-added taxes, occupational or other taxes, duties and surcharges now in force or enacted in the future.

3. **Payment.** Tantalus shall invoice Customer in advance for Technical Support, on an annual basis, commencing on the Start Date. The first invoice will be pro-rated for the period from the Start Date to January 1<sup>st</sup> of the following year and then it will be based on a January 1 to December 31 time frame. Payment terms will be net thirty (30) days from date of Tantalus’s invoice. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies. Any payments outstanding for more than 90 days from date of invoice will be considered a default under the Agreement.

4. **Price or Plan Changes.** Tantalus reserves the right, in its sole discretion, to modify the: (1) *Technical Support Plan* as outlined in Table 1 of Addendum B-1 and (2) *Plan Pricing* as outlined on Table 1 of Addendum B-2 on written notice to Customer provided at least thirty (30) days prior to the expiry of the then current Term.

5. **Customer Obligations.** Customer agrees:

- (a) that prior to requesting Technical Support, Customer will perform all diagnostics and follow the information provided by Tantalus to try and resolve any TUNet problems prior to contacting Technical Support;
- (b) that in order to have continuity in Technical Support, Customer will (i) designate, in writing, a maximum of two personnel who have received full training from Tantalus in the operation of TUNet (“**TUNet Operators**”) and (ii) ensure that those TUNet Operators are the only individuals that request Technical Support;
- (c) to install and maintain network servers and other infrastructure, including any software upgrades as may be recommended by Tantalus from time to time, consistent with industry standards;



- (d) to safeguard all data during any TUNet system maintenance; and
- (e) to install and maintain a robust and secure virtual private network (VPN) and/or secure shell connection (SSH) to the Tantalus network servers to allow network server maintenance, performance monitoring and upgrades as may be required.

\* \* \* \*

## TECHNICAL SUPPORT PLAN

### ADDENDUM B-1

This is Addendum B-1 to Exhibit B Technical Support. Unless otherwise defined in this Addendum or elsewhere in Exhibit B, defined terms will have the respective meaning set out in the Agreement. Customer may select one of three distinct Technical Support Plans as detailed in Table 1 below:

<b>Table 1: Technical Support Plan</b>	<b>Bronze</b>	<b>Silver</b>	<b>Gold</b>
Designated Project Manager Through Initial Installation	✓	✓	✓
Basic Team Room Access	✓	✓	✓
5 x12 Basic Customer Support (8AM-8PM EST, Mon-Fri, excluding US or CAN holidays)	✓	✓	✓
Routine Documentation Updates	✓	✓	✓
Designated Project Manager Through Final Installation		✓	✓
Extended Team Room Access		✓	✓
7 x 12 Extended Customer Support (8AM-8PM EST, 7 days per week excluding US or CAN holidays)		✓	✓
Continuing Remote Deployment Training		✓	✓
Designated Priority Support Email Address		✓	✓
Designated System Engineer			✓
7 x 24 Full Customer Support (24 hours, 7 days per week) (less than 2 hour response time)			✓
24 hour TUNet Remote Monitoring and Incident Reporting			✓
Advance Repair and Replace for Warranty Devices			✓
Full Team Room Access			✓

#### **Designated Project Manager**

Tantalus will assign a specific Project Manager to the Customer's project through initial or final installation dependent upon the Customer's Technical Support Plan choice. Initial installation includes original contracted wide area network infrastructure and 5% of total system endpoints ("**Initial Installation**") while final installation includes original contracted wide area network infrastructure and all system endpoints installed up to 18 months from effective contract date ("**Final Installation**"). On-site technical services and other support services are billed separately as defined in Exhibit B.

## **Team Room Access**

Tantalus' Team Room is the primary portal for customer collaboration and contains a suite of functions and capabilities to facilitate effective project execution and rapid resolution of customer questions and concerns. Tantalus offers three levels of Team Room access based on the Customer's selection of Technical Support Plan.

Basic Access includes:

- Tools to track the status of current and previous equipment orders and enter and track Return Material Authorization (RMA) orders for Tantalus equipment through the Team Room portal.
- An Image Gallery populated with stock images of effective product installations and pertinent images from the Customer's installation such as antenna and network server orientation. These images can be referenced during the installation for training or to verify proper work practices in the field.
- A TUNet Library provides TUNet technical product documentation and installation guides.

Extended Access provides the functionality listed above in addition to the following functions designed to facilitate enhanced communication and problem resolution throughout the deployment.

- Any posting in the Team Room will produce a notification to the Team Room's participants alerting them that a possible issue has been entered and should be addressed.
- Document Vault storage location for the Customer's specific deployment project documents.
- A Project Calendar is used by the project team to publish important dates for the project and plan future points of coordination and ensure that the dates are recorded for the team's reference.
- A Message Board serves as a forum for open discussion of current issues in the deployment and concerns of the project team. The Message Board can be sorted by issue type and other criteria.
- An Issue Creator allows the Customer to create feature requests and other issues for the Tantalus project team in the event that the issue is not already covered in the standard system documentation. Once created, issues are evaluated, resourced, and reported based on resource availability. Issues raised via this process should not be time sensitive.

Full Access provides the functionality listed above in addition to access to a TUNet User Group Team Room where all Tantalus users with full access participate in an open forum discussion of lessons learned and the application of Tantalus' technology. This collaboration across all Tantalus users allows Tantalus to grow along with its customer base as the system is deployed across a broad variety of geographic and demographic applications.

## **Customer Support**

Customer Support is available in three distinct levels as a part of the Technical Support Agreement. All times are Eastern Standard Time (EST).

- Bronze - 5 x12 Basic Customer Support (8 am to 8 pm). Customer Support is available during Monday through Friday excluding United States or Canadian statutory holidays via telephone and a normal customer service email address.
- Silver - 7 x 12 Extended Customer Support (8 am to 8 pm). Customer Support is available during seven days per week excluding United States or Canadian statutory holidays via telephone and a priority customer service email address.
- Gold - 7 x 24 Full Customer Support. Customer Support is made available 24 hours per day, seven days per week with an anticipated response time of less than two hours via telephone and a priority customer service email address.

### **Routine Documentation Updates**

Routine updates to operational TUNet material will be provided to all Customers. Examples of these Documents include Network Server Operation Manuals, TUNet endpoint product manuals, and other equipment upgraded as a part of system improvements. Updated versions of all Customer documentation will be available in the appropriate Team Room TUNet Library.

### **Designated Priority Support Email**

Available to Silver and Gold Technical Support Plan holders, Priority Access through the use of a priority email address immediately notifies a System Engineer of the issue being reported. Under the Gold Technical Support Plan the System Engineer notified will be the individual designated to the Customer.

### **Designated System Engineer**

With the purchase of a Gold Technical Support Plan the Customer will be assigned a System Engineer throughout the life of the Plan. This assignment will provide continuity to the Customer and stronger oversight of Customer issues throughout the installation and into system maturity. Under most circumstances the assigned System Engineer will personally respond to trouble calls from their customers also lending the Customer a greater sense of familiarity. The Customer will be directly informed if their assigned System Engineer will not be available for reasons such as vacation or other circumstances and specifically who will be covering those responsibilities in the interim.

### **24 Hour TUNet Remote Monitoring and Incident Reporting**

TUNet is equipped with numerous monitoring operations and circuits that report status or issues on a routine basis. With the purchase of a Gold Technical Support Plan, TUNet System Engineers will align designated Customer representatives to receive these alerts and alarms to enhance visibility into system operation and provide advance warning of changes in system capability.

### **TUNet User Group Access**

With the purchase of a Gold Technical Support Plan the Customer will be granted access to a TUNet User Group Team Room where all Tantalus users participate in an open forum discussion of lessons learned and the application of Tantalus' technology. This collaboration across all Tantalus users allows Tantalus to grow along with its customer base as the system is deployed across a broad variety of geographic and demographic applications.

## **Advance Repair and Replace**

(a) With the purchase of a Gold Technical Support Plan, equipment repairs conducted under the applicable equipment warranty will include advance replacement of the failed components, if such components are available in Tantalus inventory, to afford greater responsiveness to the Customer. Otherwise, Tantalus will require the failed component be received prior to shipping a replacement under warranty. Where advance replacement is provided for failed components under warranty, Customer must return the failed component, within 60 days of shipment of advance replacement, freight prepaid by Customer to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed on-line problem sheet. Where advance replaced failed components are not returned by Customer within 60 days, Tantalus will invoice Customer for the price of the advance replaced component supplied and Customer hereby agrees to make payment to Tantalus within 30 days of the invoice date.

## **Remote Training**

Tantalus' remote training program contains a number of elements with the following being a sample of available topics:

1. TUNet Theory of Operation - Overview of TUNet and its theory of operation.
2. Deployment Planning - Planning for a successful deployment and reviewing options on deployment of collectors and meters.
3. TUNet Web application overview - General overview of the TUNet web application for the network and utility.
4. Endpoints Overview - Review of the Tantalus WAN and LAN products and their use.
5. Demand Response and Load Control - Review and use of TUNet demand response and load control applications.
6. Account and Company Administration - Configure and maintain TUNet company and user accounts.
7. Network Dashboard - Overview of the dashboard and how it is used to monitor TUNet status.
8. Billing Exports and Reports - Billing exports for single and polyphase meters as well as additional reporting features of TUNet.
9. Periodic Maintenance Activities - Tasks to be performed on a periodic basis on TUNet.

\* \* \* \*

## PRICES FOR TANTALUS TECHNICAL SERVICES

### ADDENDUM B-2

This is Addendum B-2 to Exhibit B Technical Support. Unless otherwise defined in this Addendum or elsewhere in Exhibit B, defined terms will have the respective meaning set out in the Agreement. Prices for particular Service Plans selected by the Customer are listed in Table 1 below.

<b>Table 1: Plan Pricing</b>	<b>Bronze</b>	<b>Silver</b>	<b>Gold</b>
Base price	\$8,000.00	\$11,000.00	\$15,000.00
Price per Endpoint; First 100,000	\$0.12		
Price per Endpoint; beyond 100,000	\$0.10		

#### On-Site Technical and other Support Services

Within this Agreement, Tantalus Technical Support is email and telephone based. On-site technical support, and other support services, may be provided, and will be billed outside the scope of this Agreement. The on-site technical support, and other support services billing rate, will be the daily or hourly billing rate quoted to the Customer. Reasonable travel and living expenses for the on-site Tantalus personnel are billed at the actual cost of travel and living plus a 15% administrative fee.

\* \* \* \*

## EXHIBIT C

### DEPLOYMENT PARTNERSHIP

This is Exhibit C to the TUNet Network System Agreement. Unless otherwise defined in this Exhibit, each defined term will have the respective meaning set out in the Agreement.

#### ARTICLE 1 OBJECTIVE/TERM

**1.1 Objective.** This Exhibit contains and describes the respective partnership responsibilities between Tantalus and Customer necessary to ensure a successful TUNet system deployment. The Network Equipment works to form a communications system with unique characteristics for each deployment. This Exhibit defines Tantalus' system deployment requirements and obligations.

**1.2 Term.** This Exhibit will terminate upon the termination of the Agreement.

#### ARTICLE 2 SYSTEM PERFORMANCE PARTNERSHIP RESPONSIBILITIES

**2.1 Overview.** Tantalus will be responsible for the specified performance of the Network Equipment during the applicable warranty period as described in section 4.1 of the Agreement, which enables the operation of TUNet as described at:

[http://www.tantalus.com/tech\\_overview.php](http://www.tantalus.com/tech_overview.php)

Additionally, Tantalus is responsible for the proper design, delivery, installation training, testing and network operation training of the Network Equipment purchased by Customer that combine to create TUNet. Optimizing TUNet network performance requires that Tantalus specify and manage overall system configuration, customer training, and compliance to deployment plan and TUNet deployment guidelines with Customer from the outset. Further, Customer compliance with TUNet standard operating practices as outlined in the Customer System Performance Partnership Requirements in section 2.3 of this Exhibit ("**Customer Requirements**") is mandatory in order for the Customer to optimize TUNet network performance.

**2.2 Tantalus System Performance Partnership Requirements.** Tantalus requirements are as follows:

(a) Bid Stage to:

- (i) provide the Network Equipment list associated with the initial deployment design,
- (ii) define a rough project schedule,
- (iii) outline the network/Customer system interface requirements, and
- (iv) provide an initial system design assessment including assisting Customer in tower site selection and procuring RF spectrum if applicable.

(b) Project Setup Stage to:

- (i) provide project engineering support for the deployment of Network Equipment at the Customer site,
  - (ii) provide a project manager to be a single point of contact for Customer,
  - (iii) work with Customer to assess and deliver a final system design,
  - (iv) work with third parties involved in the deployment and with Customer at the start of the deployment to develop a detailed TUNet deployment project plan.
  - (v) provide support to Customer in developing a detailed overall project plan,
  - (vi) provide system design support for the deployment process to meet the specific needs of Customer,
  - (vii) highlight areas of concern in the deployment including identification of remote or hard to reach sites and options for overcoming communications challenges,
  - (viii) define the initial deployment to include the number and approximate geographic location of Network Equipment, the timeline for deployment as further outlined below ("**Initial Deployment**"),
  - (ix) implement a Customer training program,
  - (x) review the IT integration plan including meter data management ("**MDM**") and back-end integration systems to the Tantalus network server as applicable, and
  - (xi) provide support in identification of project milestones, Customer responsibilities, and responsibilities of any third parties to the project.
- (c) Project Deployment Stage to help ensure successful Initial Deployment, the initial TUNet setup is a critical step in ensuring a well-functioning network. In all cases, Tantalus requires the commitment of Customer to the agreed upon project deployment plan. The project deployment plan will include the following areas:
- (i) *System Integration.* Tantalus will provide system integration, management, and support to Customer for integration activities between the TUNet network server and third-party systems utilizing TUNet data,
  - (ii) *Network Setup.* Tantalus will provide Customer guidance on the initial network setup, network server, wide area network ("**WAN**"), and local area network ("**LAN**") components, and
  - (iii) *Training.* Tantalus will provide comprehensive Customer training with respect to deployment, maintenance, and operation of the TUNet system.
- (d) Deployment and System Management Stage To help ensure the performance of TUNet, Tantalus will provide ongoing technical and software maintenance support to Customers as outlined in the Technical Support Exhibit and End User License Exhibit. The Technical Support Exhibit outlines the type and cost of technical support provided to the Customer to ensure TUNet functionality and for the Customer to optimize TUNet performance.



**2.3 Customer System Performance Partnership Requirements.** Customer requirements are as follows:

(a) Project Set-Up Stage to:

- (i) review and agree to the Project deployment plan,
- (ii) provide a project manager to be a single point of contact for Tantalus,
- (iii) ensure that all appropriate Customer personnel receive initial and periodic TUNet training by Tantalus personnel,
- (iv) assist in providing functioning back-haul communications infrastructure for connection to the TUNet 220 MHz wide-area-network, and/or if applicable, other wide-area network systems (Fiber, WIMAX, etc.) whether provided by the Customer or a third-party, as required per the system design,
- (v) install, set up, maintain and upgrade network servers consistent with industry and Tantalus recommended standards, including any software upgrades that may be provided by Tantalus from time to time as per the End User License Exhibit,
- (vi) purchase and maintain a minimum level of Bronze technical support from Tantalus as outlined in the Technical Support Exhibit,
- (vii) install and maintain a robust and secure VPN and/or SSH to allow for server maintenance, performance monitoring, and upgrades.

(b) Project Deployment Stage to:

- (i) place Purchase Orders, purchase and pay for; deploy, or arrange for deployment of; the Network Equipment and Services described herein as are required for the Project,
- (ii) participate in TUNet system performance audits at key milestones along the deployment path to validate system effectiveness.

\* \* \* \*

# Tantalus Deployment Quotation

Farmersville

August 25, 2014



**Confidentiality**

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The following is the bill of material (BOM) and budgetary costs for the proposed TUNet system to obtain interval data, outage detection and restoration notices, voltage alarms (high and low), voltage profiling, blink counts, voltage per phase (polyphase), and other power quality information from electric meters. This quote is based on utilizing a cellular wireless IP-based backhaul. Cellular data not included.

Quote valid for 30 days.



Farmersville

August 25, 2014

Phase 1 Implementation					
	Tantalus Quantity	Item #	Name	Price	Total
Services	17.0	SV-1000	Field Support Services	\$ 1,700.00	\$ 28,900.00
Travel/Expenses	4.0	SV-2500	Travel/Expenses	\$ 2,500.00	\$ 10,000.00
Collectors	8	VC-920	Versa Ethernet Collector	\$ 1,400.00	11,200.00
	5	TR-1905	900 MHz Streetlight Top Mounted LAN Repeater/Collector	\$ 359.00	\$ 1,795.00
Wi Max	1	RC-7237	Ruggedcom, Win7200 Base Station, 3.65 GHz <i>(All Cabling should be provided by installation company or purchased directly by Farmersville.)</i>	\$ 6,140.00	\$ 6,140.00
	8	RC-5237	Ruggedcom, Subscriber radio (CPE) with integrated antenna - 3.65 GHz, AC	\$ 995.00	\$ 7,960.00
Deployment Tools	1	DT-400-BUN	IPC Programmer Starter Kit Bundle (includes DT-001, DT-400 and DT-103)	\$ 1,530.00	1,530.00
Server/Software	1	NS-2001	TCC -TUNet Control Center (HW & OS) - 10k ERML <i>(Server only. Does not include Cat5 cables, keyboard, or monitor. Router and UPS to be provided by Farmersville.)</i>	\$ 10,000.00	10,000.00
	1	NSL-201	NS-2001 TUNet Software License, First 1,000 endpoints - X Class Platform (0-10k)	\$ 25,000.00	25,000.00
	590	NSE-201	TUNet Software Endpoint	\$ 3.50	2,065.00
	1,420	NSE-420	TUNet Software Endpoint - per ERT Water Endpoint	\$ 2.00	2,840.00
	1	PPA-100	Bundle PPS,D,N, & C Options (100 PP Licenses)	\$ 1,040.00	1,040.00
Sub-Total (Tantalus Network)				\$	108,470.00
	Quantity	Item #	Name	Price	Total
AMI Modules	20	TC-1220-RD	TPM Controller - Itron CENTRON C2SXD - 120V	\$ 75.00	1,500.00
	15	PP-1316	C&I Meter Reader (900 MHz) - Itron Sentinel	\$ 200.00	3,000.00
Sub-Total (Tantalus AMI Modules)				\$	4,500.00
Estimated Freight				\$	950.00
<b>Tantalus Total Cost</b>				<b>\$</b>	<b>113,920.00</b>
Itron (Irby Supply)					
	Quantity	Item #	Name	Price	Total
Electric Meters	20		Centron C2SXD fm2s Ci200 w/Disconnect	\$ 75.00	\$ 1,500.00
	15		Sentinel Demand Level 1 (Ci20 or Ci200)	\$ 200.00	\$ 3,000.00
Sub-Total (Itron Meters)				\$	4,500.00
<b>Itron Total Cost</b>				<b>\$</b>	<b>4,500.00</b>
<b>Phase 1 (Tantalus+ Itron)Total Cost</b>				<b>\$</b>	<b>118,420.00</b>

Phase 2 Implementation					
	Tantalus Quantity	Item #	Name	Price	Total
Collectors	10	TR-1905	900 MHz Streetlight Top Mounted LAN Repeater/Collector	\$ 359.00	\$ 3,590.00
Sub-Total (Tantalus Network)				\$	3,590.00
	Quantity	Item #	Name	Price	Total
AMI Modules	1,555	TC-1220-RD	TPM Controller - Itron CENTRON C2SXD - 120V	\$ 75.00	116,625.00
Sub-Total (Tantalus AMI Modules)				\$	116,625.00
Estimated Freight				\$	950.00
<b>Tantalus Total Cost</b>				<b>\$</b>	<b>121,165.00</b>
Itron (Irby Supply)					
	Quantity	Item #	Name	Price	Total
Electric Meters	1,555		Centron C2SXD fm2s CI200 w/Disconnect	\$ 75.00	\$ 116,625.00
Sub-Total (Itron Meters)				\$	116,625.00
<b>Itron Total Cost</b>				<b>\$</b>	<b>116,625.00</b>
<b>Phase 2 (Tantalus + Itron) Total Cost</b>				<b>\$</b>	<b>237,790.00</b>

**Phase 1 +Phase 2 Total Cost \$356,210.00**

Note: The above estimate does not include installation of WiMax System.

## II. Annual Maintenance and License Costs

Tantalus Quantity	Item #	Name	Price	Total
1	SL-1000	Service Level, Bronze - Base annual	\$ 8,000.00	8,000.00
-		Service Level, Bronze - Increment (<=100k endpoints)	\$ 0.12	190.80
1	SM-2001	NS-2001 TUNet software maintenance, 1 yr, X-class Includes all annual Tantalus & 3rd party licenses	\$ 5,000.00	5,000.00
1,590	SME-2000	TCC per-endpoint Annual Software Maintenance	\$ 0.12	190.80
1,420	SME-4220	Annual Maintenance per-ERT daily-read	\$ 1.00	1,420.00
Annual Maintenance & License Fees Stand Alone (Tantalus)				\$ 14,801.60
			<b>DISCOUNT 50%</b>	<b>\$ 7,400.80</b>
<b>Final Annual Maintenance &amp; License Fees</b>			<b>\$</b>	<b>7,400.80</b>



### Order Quantity Guidelines

<u>Model Name</u>	<u>Description</u>	<u>Minimum order Qty</u>	<u>Can be ordered less than minimum</u>	<u>Additional Fee</u>
<b>Can Be Ordered Outside of Minimum Order Quantity</b>				
LM-1421	Load Management Switch, Single Relay (30A)	4	Yes	\$60.00
PP-1310	C&I Meter Reader (900 MHz) - GE kV2c	12	Yes	\$120.00
RT-3205	220 MHz Transceiver - Form 2S	4	Yes	\$60.00
RT-4101	FTTH Ethernet module v3 (2 Boxes - Stick/Collet)	4	Yes	\$120.00
TC-1110-RD	TPM Controller I-210+RDUG (120V)	50	Yes	\$150.00
TC-1205	Controller I-70/AB1/D5S	50	Yes	\$150.00
TC-1207	Controller I-70 (Class 320)	50	Yes	\$150.00
TC-1208	TPM Controller - L+G MS-K (Class 400)	50	Yes	\$150.00
TC-1210-A	TPM Controller - GE I-210 (Class 320)	50	Yes	\$150.00
TC-1210-RD	TPM Controller I-210+RDUG (240V)	50	Yes	\$150.00
<b>Can Not Be Ordered Outside of Minimum Order Quantity</b>				
PR-1000	Passive Antenna	20	No	\$60.00
ST-1480	Smart Thermostat	20	No	N/A
<b>Can be Ordered with Exceptions</b>				
TC-1116	TPM Controller, Itron CENTRON, 120V	50	No - direct ship to customer, Yes - through Itron OEM Integration	N/A
TC-1210	Controller GE I-210	50	No - direct ship to customer, Yes - through GE OEM Integration	N/A
TC-1216	Controller Itron CENTRON	50	No - direct ship to customer, Yes - through Itron OEM Integration	N/A
<b>NOTES:</b>				
*Additional fee applies if quantities differ from MOQ listed above				
** Note: These products can not be ordered in less than MOQ if being shipped to the customer, however MOQ does not apply if shipping to Itron/GE				



**TANTALUS SYSTEMS INC.  
TERMS AND CONDITIONS OF SALE**

**Scope.** These terms of sale apply to all quotations, offers, purchase orders and order acknowledgments ("Orders") for products accepted by Tantalus Systems Inc. ("Tantalus"). Orders, once accepted, may not be cancelled.

**Deposit.** The customer agrees to pay an advance payment (the "Deposit") equal to twenty-five percent (25%) of the total purchase price of the products and/or additional services specified on each Order; due and payable within ten (10) days of the date of Order acknowledgement issued in connection with an accepted Order. Failure to pay the Deposit by such due date may result in the cancellation of the Order by Tantalus. Notwithstanding the foregoing, if the customer places a single blanket Order that is at least 12 months in duration, the Deposit amount will be reduced to ten percent (10%) on that Order and subsequent Orders that are also at least 12 months in duration.

**Payment Terms.** Tantalus will invoice the customer for the amount of the purchase price outlined in the Order upon delivery of products to the Tantalus designated depot in North America (the "Shipping Point"), with the Deposit amounts paid reflected as a credit to the total purchase price due and owing upon delivery completion of the total Order. The customer will pay all Tantalus invoices net 30 days from date of invoice. Tantalus will be entitled to charge interest at the rate of 1.5% per month on all amounts not paid within 30 days from date of invoice.

**Pricing.** Prices for products shall be set forth in the Tantalus price list (as may be amended from time to time). Tantalus shall bear the costs and charges of delivering the products to the customer at the Shipping Point cleared for importation into the United States as may be required. Except as set out in the previous sentence, prices are exclusive of all taxes, duties and surcharges now in force or enacted in the future. As prices for products and additional services are quoted exclusive of taxes, duties, freight or insurance, these costs, as and if incurred by Tantalus, will be invoiced to the customer for payment or reimbursement at cost.

**Delivery, Title and Risk of Loss.** Tantalus shall deliver the products to the customer at the Shipping Point (cleared for export, if applicable) and title (other than title to licensed software which shall remain with Tantalus) and risk of loss of the products shall pass from Tantalus to the customer at the Shipping Point. The customer shall be responsible for and shall pay all transportation and insurance costs for the products from the Shipping Point to the customer's designated destination point, as agreed by Tantalus ("Customer Destination"). Tantalus shall make the arrangements for such transportation and insurance and will invoice the customer for reimbursement at cost. Delivery dates are approximate only. Tantalus shall notify the customer in writing, if Tantalus has knowledge of any event that is reasonably likely to delay or change any specified delivery date.

**Change Orders.** Changes to delivery dates, product quantity and/or types of product scheduled for delivery may only be made by change order approved by Tantalus, acting in its sole discretion.

**No Resell.** The customer acknowledges and agrees that it has no rights to market and resell the products. The purchase and sale of the products and/or services hereunder is solely for the customer and its affiliates' requirements.

**Product Warranty.** For a period of one year from the date of transfer of title of the products by Tantalus to the customer, Tantalus warrants that: (i) each such product will be free from defects in material, workmanship and manufacture under normal use and service; (ii) title to each such product shall be free and clear of all liens, financial encumbrances and security interests; (iii) all materials, parts, components and other items initially incorporated in each such product will be new; and (iv) each such product shall be compliant with, and perform in accordance with its specifications. The warranty for replaced or repaired product originally warranted under this paragraph shall be 90 days from date of return to the customer or the balance of the original warranty period, whichever is greater.

EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION, TANTALUS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, APPLICABLE TO THE PRODUCTS AND/OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Warranty Returns.** The customer shall return defective product, transportation charges prepaid by the customer, to Tantalus at its designated depot with Tantalus' return material authorization number and completed problem sheet. Tantalus will, at its sole option and expense, repair or replace the defective product or refund the purchase price thereof within 60 days of receipt of the defective product provided that the customer has returned the defective product to Tantalus no later than four weeks after the expiry of the applicable warranty period. Tantalus will pay all shipping and other costs incidental to the return of repaired or replacement product to the customer. To the extent Tantalus determines that the product returned under warranty is not defective (that is, no fault found), the customer will pay for the return of the product and will pay Tantalus a fee of \$150 per no fault found product.

This product warranty shall not apply to mistreated units including, without limitation, the following: (i) units whose original bar code, copyright notices and proprietary legends have been spoiled or altered; (ii) units that were not installed or operated in accordance with Tantalus specifications; (iii) units that were the subject of repair, modification or alteration without Tantalus's approval; and (iv) units that, in Tantalus's reasonable opinion, have been misused, altered, abused or subject to abnormal conditions of operation or handling.

**Intellectual Property Indemnity.** The sole and exclusive liability of Tantalus and its affiliates for intellectual property infringement will be, and provided that use of such product is enjoined by a U.S. court and provided that customer is not in breach of any of these terms and conditions, to: (i) procure for the customer the right to continue using said unit; (ii) replace it with non-infringing and functional equivalent; (iii) modify it to become non-infringing; or (iv) if none of the aforementioned options are reasonably available, to refund to the customer all amounts paid for the infringing products, depreciated on a straight line basis over a ten (10) year period.

**Customer Indemnity.** Customer shall indemnify and hold harmless Tantalus from and against any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type arising in connection with customer's business activities, customer's use of the products (other than in connection with a warranty claim hereunder which is the responsibility of Tantalus) and customer's breach of these terms and conditions.

**Limitations.** The limitations and exclusions set out in these terms and conditions shall apply regardless of the form of action and whether the liability is based in contract, tort or other legal or equitable basis, and if based in contract, regardless of whether the alleged breach is a breach of condition or fundamental term or constitutes a fundamental breach of this Agreement.

**SUBJECT TO APPLICABLE LAW, NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, TANTALUS WILL NOT BE LIABLE TO THE CUSTOMER FOR ANY: (I) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOSS OF DATA, LOSS OF REVENUE OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF TANTALUS WAS AWARE OF SUCH DAMAGES OR LOSSES, OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. TANTALUS WILL NOT BE LIABLE FOR: (A) ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR PRODUCTS AND/OR SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; (B) ANY FAILURE OR DELAY DUE TO FORCE MAJEURE (INCLUDING, WITHOUT LIMITATION, SHORTAGES OF MATERIAL, EQUIPMENT AND/OR TRANSPORTATION, LABOUR STRIKES AND LOCKOUTS); OR (C) ANY ALLOCATION OF PRODUCTS AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE.**

**Governing Law.** This agreement will be governed by and construed in accordance with the laws of the State of Delaware. Tantalus and the customer waive a trial by jury in any such suit, action or proceeding.

**Severability.** If any provision or term of these terms and conditions is determined to be invalid or unenforceable, the invalidity or unenforceability of that provision or term will not effect the validity or enforceability of the remaining provisions and terms or the validity or enforceability of that provision or term in any other jurisdiction.



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Consider, discuss and act upon a ballot from Texas Municipal League Intergovernmental Risk Pool Board of Trustees election

- A ballot for the TML Intergovernmental Risk Pool Board of Trustees information is attached for review
- Staff Recommendation: Vote for all non contested candidates and for Place 4 contested – Peter Vargas, City of Allen City Manager

**ACTION: Council to make selection from ballot.**



# OFFICIAL BALLOT

## Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 1 – 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2014. Ballots received after September 30, 2014, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P. O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

### **PLACE 1**



**Robert T. Herrera** (Incumbent). City Manager, City of Cibolo (Region 7) since 2012. Mr. Herrera served as City Manager of Hondo, Texas from 2003 to 2012 and as City Manager of La Porte from 1986 to 2002. He has served other Texas cities, including management positions with the cities of San Marcos, Missouri City and Woodway. He has been a Board member of the TML Intergovernmental Risk Pool since 1993 and has served as Chair and Vice Chair of the Board.

**WRITE IN CANDIDATE:**

---

### **PLACE 2**



**John W. Fullen** (Incumbent). Commissioner, Henderson Housing Authority (Region 15) since 2011. Mr. Fullen served as Mayor of the City of Henderson from 2004 to 2012, and currently serves on the Henderson Main Street Board (2004–present), Henderson Civic Center Board (2003–present), and the Henderson ETMC Hospital Diabetes Board (2009–present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010.

**WRITE IN CANDIDATE:**

---

### **PLACE 3**



**George Shackelford**. City Manager for Tomball (region 14) since 2010. He has served the past 30 years either as City Manager or Administrative Assistant for the cities of Canyon, Littlefield, Port Lavaca, Texarkana and Liberty. He has also served on the Texas City Management Association (TCMA) Board, numerous TCMA and regional committees, and as the TCMA representative to the TML Board. Mr. Shackelford is a 30-year member of the ICMA.

**WRITE IN CANDIDATE:**

---



**PLACE 4**

☐

**Peter Vargas** (Incumbent). City Manager, City of Allen (Region 13) since 1999. Mr. Vargas received the 2010 Public Administrator of the Year Award from the North Texas American Society for Public Administration. He has been in public service since 1978. Mr. Vargas has been a Board member of the TML Intergovernmental Risk Pool since 2011 and is currently serving as Chair of its Underwriting Committee.

☐

**Rona Stringfellow**. Assistant City Manager, City of Lancaster (Region 13), serving in Lancaster since 2004, initially as a Planner. Ms. Stringfellow also served as a Long Range Planner for the City of McKinney. She is a member of TCMA, ICMA, North Texas City Managers Association, Greater Dallas Planning Council, American Planning Association, American Institute of Certified Planners and National Forum for Black Public Administrators.

**WRITE IN CANDIDATE:**

---

**Certificate**

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Printed name of Political Entity



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Receive information regarding the Farmersville Towne Centre

- Bob Collins will address this issue

**ACTION: Receive information only, no action is required.**



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Receive information regarding the Farmersville Heritage Museum

- Museum Board Members will discuss this item.

**ACTION: Receive information only, no action is required.**



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Receive information regarding the Emergency Preparedness exercise

- Police Chief Mike Sullivan will discuss this item.

**ACTION: Receive information only, no action is required.**



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Receive information regarding watering conditions from North Texas Municipal Water District

- A news release from North Texas Municipal Water District is attached for review and is on the City's website
- City Manager Ben White will discuss this issue.

**ACTION: Receive information only, no action is required.**



## NEWS RELEASE

North Texas  
Municipal Water  
District

For Immediate Release  
Media Contact:  
Denise Hickey  
(972) 442-5405  
(972) 670-2711

### **Ensuring Water Quality Is Priority for NTMWD Once a Week Watering Permitted Through End of October 2014**

**(Wylie, Texas - August 28, 2014)** Effective September 1, 2014, to ensure water quality is maintained throughout the water distribution systems, North Texas Municipal Water District (NTMWD) is recommending its Member Cities and Customers to allow landscape watering once a week with sprinklers or irrigation systems through the end of October 2014. Water customers should verify their specific watering day schedule with their City or appropriate water provider.

The Texas Commission on Environmental Quality requires that water providers maintain chlorine residuals in transmission and distribution systems to assure water quality so that the treated water supply is safe for use. Annually, chlorine residuals are depleted by increases in temperature during summer months. During the summer of 2014, NTMWD consumers have reduced their water usage so well that maintaining chlorine residuals has been compounded by the decreased demands.

To maintain water quality, NTMWD's Member Cities and Customers perform flushing of hydrants to remove the water that has decreased chlorine residuals. To improve the circulation and increase the water flow within the water systems, allowance of once per week watering with sprinkler or irrigation systems will assist in maintaining the required chlorine residuals. NTMWD Member Cities and Customers will continue to monitor water quality within their systems.

The combinations of periodic summer rain events and reduced water usage facilitates the NTMWD's ability to move to once per week watering for the two month period of September and October. While water quality remains the top priority, water conservation and the wise use of water is still critical to maintain our current available supplies until the drought eases. Lavon Lake is currently at elevation 480.27' and the once-per-week watering allowance should only decrease Lavon Lake's elevation by less than 2 feet and still not require initiation of Stage 4.

NTMWD would like to thank all our consumers again for your tremendous conservation efforts this summer. You have demonstrated that informed customers will do the right things to conserve!

To receive a recommendation for how much supplemental water your lawn actually needs based on weather conditions, sign up at [www.WaterMyYard.org](http://www.WaterMyYard.org). More information and tips on water conservation can be found at [www.northtexaswateriq.org](http://www.northtexaswateriq.org) and [www.ntmwd.com](http://www.ntmwd.com).

###





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Consider, discuss and act upon a resolution to sell City assets through Rene Bates Auction

- A resolution is attached for review with items listed to be sold at auction

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

**CITY OF FARMERSVILLE  
RESOLUTION # R-2014-0909-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DECLARING SPECIFIED PROPERTY A SURPLUS AND AUTHORIZING THE SALE THEREOF.**

**WHEREAS**, the Farmersville Police Department of the City of Farmersville has the following items as surplus and all proceeds from the sale of these items will be placed in the Police Department's Seizure Fund:

- 2008 Chevy Pickup VIN# 1GCHC29K28E116910
- 1995 Chevy Pickup VIN # 1GCGC29K5SE139567
- 2009 Dodge Charger 4-Door VIN# 2B3KA43T09H571873

**WHEREAS**, the Farmersville Public Works Department of the City of Farmersville has the following items as surplus and all proceeds from the sale of these items will be placed in the Public Works Department Fund:

- Ford Tractor: Model # 1210 / S.N. # 05088
- 48 inch Atlas Box Blade
- 48 inch Rake
- 48 inch Disc Plow

**WHEREAS**, the staff recommends the described items above be declared surplus property and sold;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS to declare the above described vehicles and equipment as surplus property and to authorize the sale thereof.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS on this the 9<sup>th</sup> day of September, 2014.

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

Attest:

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Only Reading – Consider, discuss and act upon an Ordinance to adopt the budget for the fiscal year 2014-2015

- An ordinance is presented for review.

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

**CITY OF FARMERSVILLE  
ORDINANCE #O-2014-0909-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; PROVIDING FOR INTRA AND DEPARTMENTAL FUND TRANSFERS; AMENDING AND ADOPTING THE REVISED FISCAL YEAR 2013-2014 BUDGET; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Manager has caused to be filed with the City Secretary a budget to cover all proposed expenditures of the government of the City for the fiscal year beginning October 1, 2014, and ending September 30, 2015; and

**WHEREAS**, the budget shows, as definitely as possible, each of the various projects for which appropriations are made in the budget and the estimated amount of money carried in the budget for each such project; and

**WHEREAS**, the budget has been available for inspection by any taxpayer; and

**WHEREAS**, the budget, appended hereto as Exhibit A and Exhibit B, was duly presented to the City Council by the City Manager and a public hearing was ordered by the City Council; and

**WHEREAS**, notice of public hearing on the budget, stating the date, time, place, and subject matter of said public hearing was given as required by the laws of the State of Texas; and

**WHEREAS**, said public hearing was held according to said notice, and all those wishing to speak on the budget were heard; and

**WHEREAS**, the City Council has studied said budget and listened to the comments of the taxpayers at the public hearing held, and therefore has determined that the budget attached hereto is in the best interest of the City of Farmersville.

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

**SECTION I:** That the attached Budget presented by the City Manager and as amended at the City Council Budget Workshop be approved in all respects and adopted as the

City's Budget for the fiscal year 2014-2015, and there is hereby appropriated from the funds indicated and for such purposes, respectively, such sums of money for such projects, operations, activities, purchases, and other expenditures as proposed in the attached budget.

**SECTION II:** That the 2014-2015 Annual Budget is appropriated as follows:

	<u>REVENUES</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>
GENERAL FUND	\$3,130,169	\$3,130,169	-0-
INTEREST & SINKING FUND	\$512,368	\$512,368	-0-
REFUSE FUND	\$585,748	\$585,748	-0-
WATER/WASTE- WATER FUND	\$2,052,100	\$2,052,100	-0-
ELECTRIC FUND	\$4,347,171	\$4,347,171	-0-
FUND BALANCE	-0-	-0-	-0-
TOTAL	\$10,627,556	\$10,627,556	-0-

**SECTION III:** That the Revised 2013-2014 Annual Budget is appropriated as follows:

	<u>REVENUES</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>
GENERAL FUND	\$2,863,094	\$2,859,924	\$3,170
INTEREST & SINKING FUND	\$334,567	\$324,550	\$10,017
REFUSE FUND	\$558,925	\$521,077	\$37,848
WATER/WASTE- WATER FUND	\$1,868,056	\$1,857,034	\$11,022
ELECTRIC FUND	\$3,154,506	\$3,002,245	\$152,261
FUND BALANCE	-0-	-0-	-0-
TOTAL	\$8,779,148	\$8,564,830	\$214,318

**SECTION IV:** That the City Manager is authorized to invest any funds not needed for current use, whether operating or bond funds, in accordance with the City's Investment Policy.

**SECTION V:** That the City Manager be and is hereby authorized to make intra-departmental transfers during the fiscal year as become necessary in order to avoid over expenditure of particular accounts.

**SECTION VI:** This Ordinance shall be in full force and effect from and after its final adoption. Any and all ordinances in conflict herewith are hereby repealed to the extent of the conflict.

**SECTION VII:** If any section, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereof by any persons or circumstances is held invalid in any Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**PASSED AND APPROVED BY ORDER OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS THE 9<sup>th</sup> DAY OF SEPTEMBER, 2014.**

**APPROVED:**

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

**ATTEST:**

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

## CITY OF FARMERSVILLE

## EXHIBIT A

## PROPOSED 2014-2015

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund	\$ 707,955	\$ 1,761,534	\$ 3,130,169	\$ 1,368,635	\$ 707,955
Fund Balance Amendments	\$ -				
Special Revenue Funds					
Court Technology Fund	\$ 13,227	\$ 4,000	\$ 4,000		\$ 13,227
Court Security Fund	\$ 10,197	\$ 2,500	\$ 2,500		\$ 10,197
Special Projects Fund	\$ 130,318				\$ 130,318
CC Child Special Revenue	\$ 16,752	\$ 3,000			\$ 19,752
Debt Service Fund	\$ 248,323	\$ 512,368	\$ 512,368		\$ 248,323
Capital Projects Funds					
2012 General Obligation		\$ 1,500,000	\$ 1,500,000		\$ -
<b>TOTAL GOVERNEMENTAL FUNDS</b>	<b>\$ 1,126,772</b>	<b>\$ 3,783,402</b>	<b>\$ 5,149,037</b>	<b>\$ 1,368,635</b>	<b>\$ 1,129,772</b>

## PROPOSED 2014-2015

PROPRIETARY FUNDS	ESTIMATED BEGINNING CASH AND INVESTMENTS	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING CASH AND INVESTMENTS
Enterprise Funds					
Water and Sewer Operating Fund	\$ 1,208,377	\$ 2,052,100	\$ 1,767,770	\$ (284,330)	\$ 1,208,377
Refuse Fund	\$ 177,356	\$ 585,748	\$ 504,193	\$ (81,555)	\$ 177,356
Electric Utility Fund	\$ 745,081	\$ 4,347,171	\$ 3,344,421	\$ (1,002,750)	\$ 745,081
Interanal Service Fund					
Equipment Replacement Fund	\$ -				
<b>TOTAL PROPRIETARY FUNDS</b>	<b>\$ 2,130,814</b>	<b>\$ 6,985,019</b>	<b>\$ 5,616,384</b>	<b>\$ (1,368,635)</b>	<b>\$ 2,130,814</b>

## CITY OF FARMERSVILLE

## EXHIBIT B

GOVERNMENTAL FUNDS	REVISED 2013-2014				
	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund	\$ 817,285	\$ 1,680,659	\$ 2,859,924	\$ 1,182,435	\$ 707,955
Fund Balance Amendments	\$ -				
Special Revenue Funds					
Court Technology Fund	\$ 13,227	\$ 3,500	\$ 3,500		\$ 13,227
Court Security Fund	\$ 10,197	\$ 2,500	\$ 2,500		\$ 10,197
Special Projects Fund	\$ 130,318				\$ 130,318
CC Child Special Revenue	\$ 12,952	\$ 3,800			\$ 16,752
Debt Service Fund	\$ 238,306	\$ 334,567	\$ 324,550		\$ 248,323
Capital Projects Funds					
2012 General Obligation		\$ 1,500,000	\$ 1,500,000		\$ -
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>\$ 1,222,285</b>	<b>\$ 3,525,026</b>	<b>\$ 4,690,474</b>	<b>\$ 1,182,435</b>	<b>\$ 1,126,772</b>

PROPRIETARY FUNDS	REVISED 2013-2014				
	ESTIMATED BEGINNING CASH AND INVESTMENTS	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING CASH AND INVESTMENTS
Enterprise Funds					
Water and Sewer Operating Fund	\$ 1,197,355	\$ 1,868,056	\$ 1,572,704	\$ (284,330)	\$ 1,208,377
Refuse Fund	\$ 127,765	\$ 558,925	\$ 439,522	\$ (81,555)	\$ 177,356
Electric Utility Fund	\$ 240,998	\$ 3,417,709	\$ 2,433,195	\$ (704,050)	\$ 745,081
Internal Service Fund					
Equipment Replacement Fund	\$ 42,904	\$ -	\$ 42,904		\$ -
<b>TOTAL PROPRIETARY FUNDS</b>	<b>\$ 1,609,022</b>	<b>\$ 5,844,690</b>	<b>\$ 4,488,325</b>	<b>\$ (1,069,935)</b>	<b>\$ 2,130,814</b>





TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Only Reading – Consider, discuss and act upon an Ordinance to adopt the General Obligation Bond Series 2012 annual budget for fiscal year 2014-2015

- An ordinance is presented for review.

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

(V – B)

**CITY OF FARMERSVILLE  
ORDINANCE #O-2014-0909-002**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE GENERAL OBLIGATION BOND SERIES 2012 ANNUAL BUDGET FOR THE CITY OF FARMERSVILLE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; PROVIDING FOR INTRA-DEPARTMENTAL TRANSFERS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Manager has prepared and submitted a budget for the General Obligation Bond Series 2012 for filing with the City Secretary for the fiscal year beginning on October 1, 2014 and ending September 30, 2015 ("Proposed Budget") in accordance with Texas law; and

**WHEREAS**, the Proposed Budget has been made available for public review and discussion, and has been the subject of public hearings which were established, noticed and held as required by Texas law; and

**WHEREAS**, the City Council of the City of Farmersville after the public notices and public hearings required by law and upon due deliberation and consideration of the recommendation of the testimony and information submitted during said public hearings, has determined that, in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City, the Budget for the General Obligation Bond Series 2012 for the fiscal year beginning on October 1, 2014 and ending September 30, 2015 should be adopted;

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

**SECTION I:** That the attached General Obligation Budget, as presented by the City Manager and as amended at the City Council Budget Workshop, be approved and adopted for the fiscal year 2014-2015.

**SECTION II:** That the 2014-2015 Annual Budget for the General Obligation Bond Series 2012 is appropriated as follows:

<u>EXPENDITURES</u>	
PROJECTS	\$1,500,000
<hr/>	
TOTAL	\$1,500,000

**SECTION III:** That the Revised 2013-2014 Annual Budget for the General Obligation Bond Series 2012 is appropriated as follows:

EXPENDITURES

PROJECTS	\$1,500,000
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TOTAL	\$1,500,000
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**SECTION IV:** That the City Manager is authorized to invest any funds not needed for current use, whether operating or bond, in accordance with the City's Investment Policy.

**SECTION V:** That the City Manager be and is hereby authorized to make intra-departmental transfers during the fiscal year as become necessary in order to avoid over-expenditure of particular accounts.

**SECTION VI:** This Ordinance shall be in full force and effect from and after its final adoption. Any and all ordinances in conflict herewith are hereby repealed to the extent of the conflict.

**PASSED AND APPROVED BY ORDER OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS ON THE 9th DAY OF SEPTEMBER, 2014.**

**APPROVED:**

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

**ATTEST:**

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Only Reading – Consider, discuss and act upon an Ordinance to adopt the Tax Rate for fiscal year 2014-2015

- An ordinance is presented for review.

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

**CITY OF FARMERSVILLE  
ORDINANCE #O-2014-0909-003**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF FARMERSVILLE, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE TAX YEAR 2014 (FISCAL YEAR BEGINNING ON OCTOBER 1, 2014 TO AND INCLUDING SEPTEMBER 30, 2015); APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council finds that the tax for the tax year 2014 hereinafter levied for the current expenses and general improvements of the City and its property must be levied to provide the revenue requirements of the budget for the ensuing year; and

**WHEREAS**, the City Council further finds that the taxes for the tax year 2014 hereinafter levied, therefore, are necessary to pay interest and to provide a sinking fund on outstanding bonds maturing in the ensuing year; and

**WHEREAS**, the City Council has approved by a separate Ordinance the budget for the tax year 2014; and

**WHEREAS**, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time.

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

**SECTION 1: LEVYING TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF FARMERSVILLE, TEXAS, AND PROVIDING FOR AN INTEREST AND SINKING FUND FOR THE TAX YEAR 2014.**

There is hereby levied and ordered to be assessed and collected for the use and support of the municipal government of the City of Farmersville, Texas, and there shall be provided an interest and sinking fund for the tax year 2014, same being from October 1, 2014 to and including September 30, 2015, and for each tax year thereafter until otherwise provided, upon all taxable property including real, personal and mixed situated within the corporate limits of the City of Farmersville, Texas, and not exempt by the Constitution of the State and valid state laws, a tax of **\$0.785736** on each one hundred dollars (\$100) assessed value of said property, said tax being so levied and apportioned to the specific purposes herein set forth as follows:

(A) For the current expenditures of the City of Farmersville, Texas, and for the general government, use and support of the City and its property, there is hereby levied and ordered to be assessed and collected for the tax year 2014 on all property situated within the limits of the City, and not exempt from taxation by valid laws, an ad valorem tax at the rate of **\$0.462870** on each one hundred dollars (\$100) assessed value of all taxable property within the City.

(B) For the purpose of creating an interest and sinking fund to pay the interest and principal of all outstanding debt obligations of the City, not otherwise provided for, a tax rate of **\$0.322866** on each one hundred dollars (\$100) of assessed value of all taxable property within the City.

**THE AVERAGE TAXABLE VALUE OF A RESIDENCE HOMESTEAD IN THE CITY OF FARMERSVILLE THIS YEAR IS \$94,088. WITH THE GOVERNING BODY ADOPTING THE EFFECTIVE TAX RATE FOR THIS YEAR OF \$.785736 PER \$100 OF TAXABLE VALUE, THE AMOUNT OF TAXES IMPOSED THIS YEAR ON THE AVERAGE HOME WOULD BE \$739.28.**

**SECTION II: LATE PAYMENT.**

(A) **PENALTY AND INTEREST.** That the ad valorem taxes levied shall become due on October 1, 2014 and may be paid up to and including the following January 31, 2015 without penalty, but if not so paid, such taxes shall become delinquent on the following day, February 1, 2015, and the penalty and interest designated herein shall be collected for each month or portion of the month that the delinquent taxes remain unpaid.

<u>MONTH</u>	<u>PENALTY</u>	<u>INTEREST RATE</u>
February 1	6%	1%
March 1	7%	2%
April 1	8%	3%
May 1	9%	4%
June 1	10%	5%
July 1	12%	6%
August 1	12%	7%

The rate of interest to be collected on delinquent taxes shall be 1% per month for each month they remain unpaid. On August 1, 2015, the total penalty incurred on delinquent taxes shall be 12% without regard to the number of months the tax is delinquent. Accrual of interest at 1% per month for each month taxes remain unpaid shall continue until said taxes are paid.

(B) **ADOPTION BY REFERENCE.** The general laws of Texas, and particularly all the provisions of Article 7336, and of Title 122 of the Revised Civil Statutes of Texas, and all amendments thereto, relating to the date of delinquent taxes, insofar as such provisions may be applicable in connection with the collection of all taxes assessed and levied by the City of Farmersville, Texas, are hereby referred to and adopted.

**SECTION III. ADDITIONAL PENALTY FOR COLLECTION COSTS.**

Pursuant to Section 33.07 of the Texas Tax Code, taxes that remain delinquent incur an additional penalty to defray costs of collection in the amount of fifteen percent (15%) of the amount of taxes, penalty and interest due.

**SECTION IV. ESTABLISHING LIEN AGAINST THE PROPERTY.**

The taxes herein levied shall be a first and prior lien against the property upon which they are assessed and the said first lien shall be superior and prior to all other liens, charges and encumbrances, and this lien shall attach to personal property to the same extent and priorities as to real estate. The liens provided herein attached as of January 1, 2014.

**SECTION V. REPEALER CLAUSE.**

Any and all ordinances, resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

**SECTION VI. SEVERABILITY CLAUSE.**

Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this Ordinance and same are deemed severable for this purpose.

**SECTION VII. EFFECTIVE DATE.**

This Ordinance shall be in effect from and after its final adoption. Any and all ordinances in conflict herewith are hereby repealed to the extent of the conflict.

PASSED, APPROVED AND ADOPTED BY ORDER OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, this the 9th day of September, 2014.

APPROVED:

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

ATTEST:

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: Only Reading – Consider, discuss and act upon an Ordinance to adopt the 2014 Tax Appraisal Roll

- An ordinance is presented for review.

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

(V – D)



**CITY OF FARMERSVILLE  
ORDINANCE #O-2014-0909-004**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ADOPTING THE FISCAL YEAR 2014 – 2015 TAX APPRAISAL ROLL FOR THE CITY OF FARMERSVILLE, TEXAS.**

**WHEREAS**, in accordance with Section 26.09 of the Texas Tax Code it is necessary that the Fiscal Year 2014 Appraisal Roll which constitutes the Fiscal Year 2014 – 2015 Tax Roll for the City of Farmersville is adopted by the City;

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

The City Council of the City of Farmersville, Collin County, Texas, hereby accepts and approves the Fiscal Year 2014 Appraisal Roll as submitted by the Collin County Tax Assessor Collector which constitutes the Fiscal Year 2014 – 2015 Tax Roll for the City of Farmersville.

**APPROVED** this the 9<sup>th</sup> day of September, 2014.

**APPROVED:**

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

**ATTEST:**

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: First Reading – Consider, discuss and act upon an ordinance amending the Master Fee Schedule regarding sewer rate increase

- An ordinance is presented for review.

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

**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-0923-003**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING FARMERSVILLE CODE OF ORDINANCES AMENDING APPENDIX A, "MASTER FEE SCHEDULE," AMENDING THE SEWER SERVICE FEES ADOPTED THROUGH SECTION 11.122.6, ENTITLED "SEWER SERVICE FEES"; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1. MASTER FEE SCHEDULE FOR SEWER SERVICE AMENDED**

From and after the effective date of this Ordinance, the Master Fee Schedule is hereby amended in part by deleting the current Sewer Service Fee charges and replacing said fees with new Sewer Service Fees in accordance with Section 11.122.6 of the Code of Ordinances to read as follows:

Description	Fee
<b>Inside City Limits Residential</b>	
Minimum monthly charge for first 1,000 gallons water consumption	\$31.07
Volumetric rate using winter averaging Dec/Jan/Feb 1000 gallons < water consumption <= 15,000 gallons	\$9.68/gallon
Maximum volumetric charge using winter averaging water consumption > 15,000 gallons	\$135.52
Volumetric rate for customers without winter averaging 1000 gallons < water consumption <= 7,000 gallons	\$9.68/gallon
Maximum volumetric charge without winter averaging water consumption > 7,000 gallons	\$58.08
<b>Inside City Limits Commercial</b>	
Minimum monthly charge for first 1,000 gallons water consumption	\$31.07
Volumetric charge 1000 gallons < water consumption	\$9.68/gallon
<b>Outside City Limits Residential</b>	
Minimum monthly charge for first 1,000 gallons water consumption	\$35.73
Volumetric rate using winter averaging Dec/Jan/Feb 1000 gallons < water consumption <= 15,000 gallons	\$11.13/gallon
Maximum volumetric charge using winter averaging water consumption > 15,000 gallons	\$155.85

Volumetric rate for customers without winter averaging 1000 gallons < water consumption <= 7,000 gallons	\$11.13/gallon
Maximum volumetric charge without winter averaging water consumption > 7,000 gallons	\$66.79
<b>Outside City Limits Commercial</b>	
Minimum monthly charge for first 1,000 gallons water consumption	\$35.73
Volumetric rate 1000 gallons < water consumption	\$11.13/gallon

## **SECTION 2. SEVERABILITY CLAUSE**

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

## **SECTION 3. REPEALER CLAUSE**

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

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

**PASSED** on first reading on the 9<sup>th</sup> day of September, 2014, and second reading on the 23<sup>rd</sup> day of September, 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 23<sup>rd</sup> DAY OF SEPTEMBER, 2014.**

**APPROVED:**

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

**ATTEST:**

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: First Reading – Consider, discuss and act upon an ordinance to rescind the Food Inspection Ordinance #2009-42

- An ordinance is presented for review.

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

(V – F)

**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-0923-001**

**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 32, "HEALTH AND SANITATION," BY DELETING ARTICLE II, "FOOD SERVICE ESTABLISHMENTS," CONTAINING SECTIONS 32-22 THROUGH 32-181 IN ITS ENTIRETY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on December 8, 2009, the City Council of the City of Farmersville ("City Council") adopted Ordinance # 2009-42 regarding food establishments and food workers, and adopting the Texas Department of Health Services' *Texas Food Establishment Rules* with certain additional local provisions; and

**WHEREAS**, Ordinance # 2009-42 was codified in Article II, entitled "Food Service Establishments," of Chapter 32, "Health and Sanitation," of the Farmersville Code; and

**WHEREAS**, the City of Farmersville, Texas, ("City") does not have its own health inspector and has not enforced Ordinance #2009-42 since its adoption, but has instead relied upon the Texas Department of Health Services ("TDHS") to perform health inspections within the City; and

**WHEREAS**, TDHS will not enforce the additional provisions contained in Chapter 32, Article II, of the Farmersville Code that are not also contained in the *Texas Food Establishment Rules*; and

**WHEREAS**, the City Council has solicited input regarding the possibility of contracting with a third-party inspector to perform health inspections within the City and the increased costs and other burdens that will be imposed upon local businesses through such third-party contracting arrangements; and

**WHEREAS**, the City Council has determined it to be in the best interests of the public health safety and welfare that health inspections continue to be performed, for the time being, by the TDHS and Article II, of Chapter 32, of the Farmersville Code containing Sections 32-22 through 32-181 of the Farmersville Code should therefore be deleted in its entirety.

**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 32, "HEALTH AND SANITATION," BY DELETING ARTICLE II, "FOOD SERVICE ESTABLISHMENTS," CONTAINING SECTIONS 32-22 THROUGH 32-181 IN ITS ENTIRETY.**

From and after the effective date of this Ordinance, Article II, entitled "Food Service Establishments," of Chapter 32, "Health and Sanitation," containing Sections 32-22 through 32-181 of the Farmersville Code is hereby deleted in its entirety.

### **SECTION 3: 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 4: 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 5: 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 9<sup>th</sup> day of September, 2014, and second reading on the 23<sup>rd</sup> day of September, 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.

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

ATTEST:

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



TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: First Reading – Consider, discuss and act upon an ordinance regarding Special Events

- An ordinance is presented for review.

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



**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-0923-002**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED THROUGH THE AMENDMENT OF 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 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) Jazz on Main;
- (9) Sparks of Freedom; and,
- (10) 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 together with the full amount of any late submittal fee, any applicable resubmittal fee and all "City Special Event Costs" (hereinafter defined).

**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 5 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 5 business days after submission to the city of a legible and complete permit application.
  - iv. A maximum of 6 special event permits may be issued per calendar 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 and City Special Event Costs. 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 State Highway 78, United States Highway 380, or Farm-to-Market Road 2194, 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.
- (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 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, fire protection and/or any emergency medical protection for any special event and its participants as well as any costs and expenses incurred by the city to pick up and remove litter and debris, and/or erect and take down warning signs, cones and barricades along and about the area used by and/or for the special event ("City Special Event Costs"). The city manager may require that the person or entity seeking a special event permit, or to whom a special event permit is issued, post a cash bond or deposit with the city against which the city may recover all such City Special Event Costs. 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 special event 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 special events shall be assigned by the police department and maintained in the city manager's office. If two or more such special events are planned for the same date, the special event permit will be awarded first to a special 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 special 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 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 Section 60-22(b), then such activities and entertainment must be confined to the area within the fencing).
- (b) 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 manager 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 with the application for the special 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 special event.**

- (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 9<sup>th</sup> day of September, 2014, and second reading on the 23<sup>rd</sup> day of September, 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 23<sup>rd</sup> DAY OF SEPTEMBER, 2014.**

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

**ATTEST:**

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

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TO: Mayor and Councilmembers  
FROM: Ben White, City Manager  
DATE: September 9, 2014  
SUBJECT: First Reading – Consider, discuss and act upon an ordinance amending Chapter 5-54 of the Code of Ordinances regarding consumption in certain public places prohibited

- An ordinance is presented for review.

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

**CITY OF FARMERSVILLE  
ORDINANCE # O-2014-0923-004**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED THROUGH THE AMENDMENT OF CHAPTER 5, "ALCOHOLIC BEVERAGES," BY AMENDING SECTION 5-54, "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED," BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 5-54 THAT IS ALSO ENTITLED "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

**SECTION 1: INCORPORATION OF FINDINGS**

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

**SECTION 2: AMENDMENT OF SECTION 5-54, "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED," BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 5-54 THAT IS ALSO ENTITLED "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED"**

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

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

(a) It is unlawful for any person to consume any alcoholic beverage on any public street or alley or on any public place adjacent to any street or alley in the City of Farmersville. For purposes of this ordinance, a person's private residence and any patio or balcony area attached to said private residence shall not be considered a public place. It is also unlawful pursuant to an Order of the Texas Alcoholic Beverage Commission to possess an open container or publicly consume alcoholic beverages in the "Central Business District" of the City as defined in City of Farmersville, Texas, Resolution # 2014-0812-001 dated on or about the 10th day of August, 2014. However, notwithstanding the foregoing, such consumption shall be lawful if:

- (1) *Private club.* The public place is within the premises or patio area of a permitted private club holding a valid Texas Alcoholic Beverage Commission (TABC) liquor permit and a valid city alcoholic beverage permit;
- (2) *Special event.*
  - a. The alcoholic beverage is sold or dispensed by the holder of a valid state alcoholic beverage commission alcoholic beverage permit and a valid city alcoholic beverage permit;
  - b. The alcoholic beverage is sold or dispensed in conjunction with a properly permitted special event; and
  - c. The area designated for alcohol dispensing and consumption is provided within an enclosure (barrier or sides) with secured ingress and egress. Additionally, the area so designated for the dispensing or service of alcohol shall be covered by a roof.

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

### **SECTION 3: 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 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 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 and publication as required by law.

**PASSED** on first reading on the 9<sup>th</sup> day of September, 2014, and second reading on the 23<sup>rd</sup> day of September, 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 23<sup>rd</sup> DAY OF SEPTEMBER, 2014.**

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

**ATTEST:**

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