

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
September 23, 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.
 - Old Time Saturday event is October 4th
 - Chamber of Commerce Trick It Up Bike Ride is October 25th with ride starting at 9am from Onion Shed #2 by the Best Center
 - Chamber of Commerce Scare around the Shed event is October 25th from 12pm – 3pm at the Onion Shed

II. READING OF ORDINANCES

- A. Second Reading – Consider, discuss and act upon an ordinance amending the Master Fee Schedule regarding sewer rate increase
- B. Second Reading – Consider, discuss and act upon an ordinance to rescind the Food Inspection Ordinance #2009-42
- C. Second Reading – Consider, discuss and act upon an ordinance regarding Special Events
- D. Second Reading – Consider, discuss and act upon an ordinance amending Chapter 5-54 of the Code of Ordinances regarding consumption in certain public places prohibited
- E. First Reading – Consider, discuss and act upon an ordinance amending the Master Fee Schedule regarding Special Event fees

III. REGULAR AGENDA

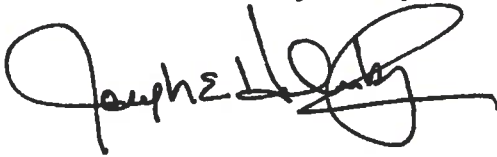
- A. Consider, discuss and act upon City Financial Reports
- B. Receive information regarding hazard mitigation planning from Collin County Homeland Security
- C. Receive, discuss and act upon an annual public information strategy from Progressive Waste Solutions
- D. Consider, discuss and act upon an IT contract with TLC Netcon, Inc.
- E. Consider, discuss and act upon an agreement with Tantalus Systems Inc. for the Advanced Metering Infrastructure System
- F. Consider, discuss and act upon a contract with Brown Outdoor Advertising funded through the Marketing Committee

- G. Consider, discuss and act upon a change order request regarding the Service Center project
- H. Consider, discuss and act upon items regarding American Disability Act compliancy
- I. Discuss discrepancies between the Thoroughfare Plan and the City's design manuals and provide staff direction to remedy possible problems
- J. Update on water, wastewater and street General Obligation Bond projects
- K. Update on Safe Routes to School project
- L. Update on Chaparral Trail projects
- M. Update on Highway 380 project

IV. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

V. ADJOURNMENT

Dated this the 19th 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 19, 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



Farmersville's 35th Annual Event **Old Time Saturday**



SAVE THE DATE **And Join Us For Some of** **These Great Events & More...**

Pancake Breakfast

Hero Run

Classic Car & Truck Show

Sidewalk Sales Downtown On The Square

Arts, Crafts & Children's Activities

Food Booths

FHS Hall of Fame

Flay Raising Ceremony

Pet Contest & Pet Parade

Old Time Saturday Parade

Carter Bloodcare Blood Drive

Bain-Honaker Historical House Tour

Western Shoot Outs

Lawn & Garden Tractor Pull

Rotary's "Money In The Haystack"

Little Mr. & Miss Old Time Saturday

Live Auction & Drawings

Street Dance

OCTOBER 4, 2014

AUCTION ITEMS

Gift
Certificates

Handmade
Quilts

Photography

Antiques

Collectables

Spa Packages

Ranger Tickets

And More

Over 80 food, service
and craft vendors lining
Main Street from the
Onion Shed to the
Square!



**Live Music
Entertainment**
AND A

Live Auction

**We have it all....breakfast, lunch, dinner and everything
in between! Spend the day downtown with us!**

For Event Information, Chad Whitaker, Cello-Wrap 972-658-7378
For Vendor Information & Registration, Cynthia Craddock 469-422-2261

FARMERSVILLE CHAMBER OF COMMERCE

Trick It Up Bike Ride

Saturday, October 25, 2014

\$30 Early Registration | \$35 After Oct. 15, 2014
\$25 Group Rates Early Registration



You Can Sponsor This Event 4th Annual Ride

Whether you ride for fun, for the challenge, or just for the passion of pedaling, when you sign up for the Farmersville Trick It Up Bike Ride we've got you covered. Free t-shirts and goody bags for the bicyclists who register before October 15. And, we've got something for everyone from the Family Fun Ride to the open roads.....

...cycling through small friendly towns, in wide open spaces and beautiful rolling hills.

Let us put your business name on our event t-shirts, on the route map and in our marketing posters.

THIS YEAR WE ADDED A 62 MILE RIDE

**Sign up for a 30, 40, 50
or the 62 Mile Ride**

Route Maps Are On Our Website
On MapMyRide.com and RideWithGPS.com

wylie Drilling



**TEXAS
FARM
BUREAU
INSURANCE**
AUTO / HOME / LIFE

TEDFORD

CHEVROLET
FARMERSVILLE



**FARMERSVILLE
DENTAL**
Family • Cosmetics • Orthodontics



Tallent Roofing, Inc.
Quality Roofing Since 1987

FOY INC
DESIGNERS OF THE WORLD'S MOST POPULAR LUBRICATION SCHEDULE

**Independent
Bank**
ibtx.com
Member FDIC Equal Housing Lender



McCord Engineering, Inc.

Hinton Home



ASK ABOUT GROUP DISCOUNTS & TANDEM RIDERS
You can also sign up for our costume contest that day.

Trick It Up Bike Ride 2014

FARMERSVILLE CHAMBER OF COMMERCE
201 South Main Street | Farmersville, TX 75442

Trick It Up Bike Ride

REGISTER on ACTIVE.COM
Or Mail Form On our Website
www.farmersvillechamber.com

Event Date Is October 25th
At The Best Center
Registration Opens at 7:30am
Ride Starts at 9am

154 S. Main | Farmersville
Corner of Main & Farmersville Pkwy.

Snacks & Refreshments
served to riders at rest stops

Chamber of Commerce
(972) 782-6533

October 25, 2014

Scare Around The Shed

The Onion Shed that is...



**The Historic Onion Shed Is Where'll Be
Tricking & Treating and it's all free!**

We'll have Bobbing for Apples

Hoop Around the Pumpkin

Pumpkin Bean Bag Toss

Pencils in the Hay Bale

Treat Walk ... just to name a few!

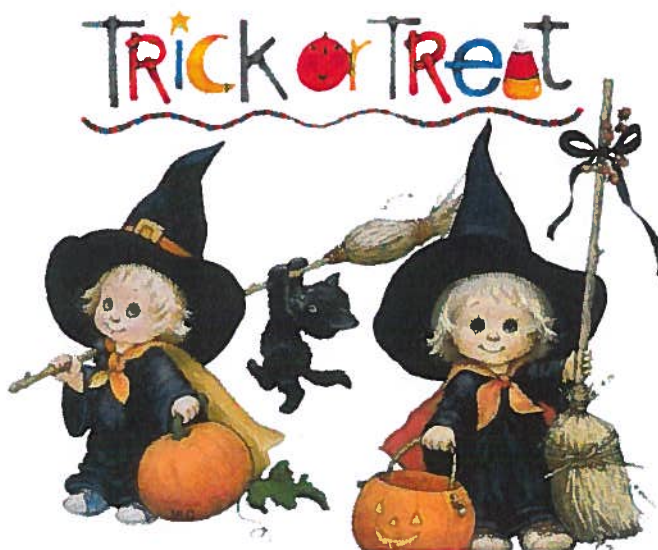
**Come Enjoy a safe
afternoon of terrific
tricks & fun treating.**

Spooky Pinata's

Painted Faces

Costume Contest

Bounce House



Food & Craft Vendor Spaces Available For \$40.00
Chamber Members Get A FREE Booth Space

CANDY SPONSORS

Farmersville Resale Shop
Kirby Professional Appliances

Fun For The Whole Family 12pm—3pm

For more information contact the Farmersville Chamber of Commerce At (972) 782-6533



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: September 23, 2014

SUBJECT: Second Reading – Consider, discuss and act upon an ordinance amending the Master Fee Schedule regarding sewer rate increase

- An ordinance is attached for review.
- Council approved first reading on September 9, 2014

ACTION: Approve or disapprove Ordinance.

**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
Inside City Limits Residential	
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
Inside City Limits Commercial	
Minimum monthly charge for first 1,000 gallons water consumption	\$31.07
Volumetric charge 1000 gallons < water consumption	\$9.68/gallon
Outside City Limits Residential	
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
Outside City Limits Commercial	
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 9th day of September, 2014, and second reading on the 23rd 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 23rd 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 23, 2014

SUBJECT: Second Reading – Consider, discuss and act upon an ordinance to rescind the Food Inspection Ordinance #2009-42

- An ordinance is attached for review.
- Council approved first reading on September 9, 2014

ACTION: Approve or disapprove Ordinance.

**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 9th day of September, 2014, and second reading on the 23rd 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 23rd DAY OF SEPTEMBER, 2014.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Second Reading – Consider, discuss and act upon an ordinance regarding Special Events

- An ordinance is attached for review.
- Council approved first reading on September 9, 2014

ACTION: Approve or disapprove Ordinance.

**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 9th day of September, 2014, and second reading on the 23rd 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 23rd DAY OF SEPTEMBER, 2014.

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

ATTEST:

BY: _____
Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Second 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 attached for review.
- Council approved first reading on September 9, 2014

ACTION: Approve or disapprove Ordinance.

**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 9th day of September, 2014, and second reading on the 23rd 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 23rd DAY OF SEPTEMBER, 2014.

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

ATTEST:

BY: _____
Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: First Reading – Consider, discuss and act upon an ordinance amending the Master Fee Schedule regarding Special Event fees

- An ordinance is attached for review.
- Other area cities charges chart is attached for review.

ACTION: Approve or disapprove the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-1014-001**

AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED, THROUGH THE AMENDMENT OF THE MASTER FEE SCHEDULE BY AMENDING THE BUSINESS AND COMMERCE PERMITS AND LICENSES ADOPTED THROUGH SECTION 6-1, ENTITLED "BUSINESS, COMMERCE, AND GOVERNMENT"; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City of Farmersville, Texas ("City"), finds and determines that providing a permitting and fee process special events is in the best interest and public health, safety and welfare of the citizens of the City of Farmersville, Texas.

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

Section 1. FINDINGS INCORPORATED

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 is fully set forth herein.

Section 2. REFERENCE

From and after the effective date of this Ordinance, any references referring to definitions, exemptions and the permit process shall refer to Ordinance # O-2014-0923-002.

Section 3. SPECIAL EVENT FEES

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:

SPECIAL EVENT FEE	
Special Event Fee	\$100

Section 4. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the words, phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this Ordinance shall be

declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of any such unconstitutional word, phrase, clause, sentence, paragraph or section.

Section 5. SAVINGS CLAUSE

The Code of Ordinances, City of Farmersville, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 6. REPEALER CLAUSE

Any provision of any prior ordinance of the City, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 7. PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense.

Section 8. EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

PASSED on first reading on the 23rd day of September, 2014, and second reading on the 14th day of October, 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 14th DAY OF October, 2014.

APPROVED:

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

ATTEST:

Edie Sims, City Secretary

City	Special Event Application Fee	Deposit (if required)
Frisco	\$50	
Rockwall	\$60	
McKinney	\$25	
Grapevine	\$100	
Denton	\$30	
Anna	\$50	\$300 refundable deposit
Prosper	\$100	\$1,000 refundable deposit
Celina	\$50	
Plano	50-2500 attendees \$100	
	over 2500 attendees \$250	
Allen	\$100	



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Consider, discuss and act upon City Financial Reports

- Financial Reports are attached for review.

ACTION: Approve or disapprove the financials as presented.

City of Farmersville
Investment and Budget Report

August 2014

Prepared by: Daphne Hamlin

SUMMARY OF CASH BALANCES AUGUST 2014

ACCOUNT: FNB (0815)

	Restricted	Assigned	Account Balance
Clearing Accounts			
General Fund	\$	329,730.26	
Permit Fund	\$	(15,765.49)	
Refuse Fund	\$	73,065.25	
Water Fund	\$	(386,875.31)	
Wastewater Fund	\$	296,514.59	
Electric Fund	\$	(374,431.01)	
SRO Support ISD	\$	(9,175.83)	
CC Child Safety	\$	17,066.99	
Debt Service Revenue Payment(66.67%, \$228K)	\$	248,068.45	
2012 Bond	\$	(426.77)	
Disbursement Fund	\$	(98,640.08)	
Library Donation Fund	\$	1,619.78	
Court Tech/Sec	\$	23,463.64	
Grants	\$	(241,938.94)	
CC Bond Farmersville Parkway	\$	180,000.86	
CC Bond Floyd	\$	(49,667.75)	
Equipment Replacement	\$	5,322.29	
TOTAL:	\$	75,692.64	\$ (77,761.71) \$ (2,069.07)
Debt Service Accounts			
County Tax Deposit (FNB 0807)(Debt Service)	\$	43,161.92	
Debt Service Reserve (Texpool 0014) (2 months rsv)	\$	107,734.82	
TOTAL:	\$	150,896.74	\$ 150,896.74
Appropriated Surplus Investment Accounts			
Customer meter deposits (Texpool 0008)	\$	107,526.55	
Fire Equipment Fund (Texpool 018)	\$	38,517.65	
2012 Anticipation Note Elec Fund (Texstar 1120)	\$	200,101.20	
2012 G/O Bond, streets, water, wastewater (Texstar 0120)	\$	1,572,024.42	
TOTAL:	\$	1,918,169.82	\$ - \$ 1,918,169.82
Unassigned Surplus Investment Accounts			
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day Reserve)	\$	668,525.00	\$ 40,796.44
Refuse Fund Acct. (Texpool 0009)	\$	75,246.84	
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$	423,138.40	
Water/WW Fund (Texpool 00017)(Capital)	\$	390,772.96	
Elec. Fund (Texpool 0005) (Operating)	\$	50,000.00	
Elec. Fund (Texpool 0016)(Capital)	\$	129,575.39	
Elec. Surcharge (Texpool 0015)	\$	120,842.27	
Money Market Acct. (FNB 092)			\$ 172,905.65
TOTAL:	\$	1,858,100.86	\$ 213,702.09 \$ 2,071,802.95
Contractor Managed Accounts Nonspendable			
NTMWD Sewer Plant Maint. Fund	\$	13,844.00	
Sharyland PCRF Fund	\$	296,074.00	
TOTAL APPROPRIATED SURPLUS	\$	309,918.00	\$ - \$ 309,918.00
TOTAL CASH & INVESTMENT ACCOUNTS	\$	4,312,778.06	\$ 135,940.38 \$ 4,448,718.44

SUMMARY OF CASH BALANCES AUGUST 2014

FEDC 4A Board Investment & Checking Account				
FEDC 4A Checking Account(Independent Bank 3124)	\$	264,722.34		
FEDC 4A Investment Account (Texpool 0001)	\$	366,615.52		
FEDC 4A Certificate of Deposit (Independent Bank)	\$	250,000.00		
TOTAL:	\$	881,337.86	\$	- \$ 881,337.86

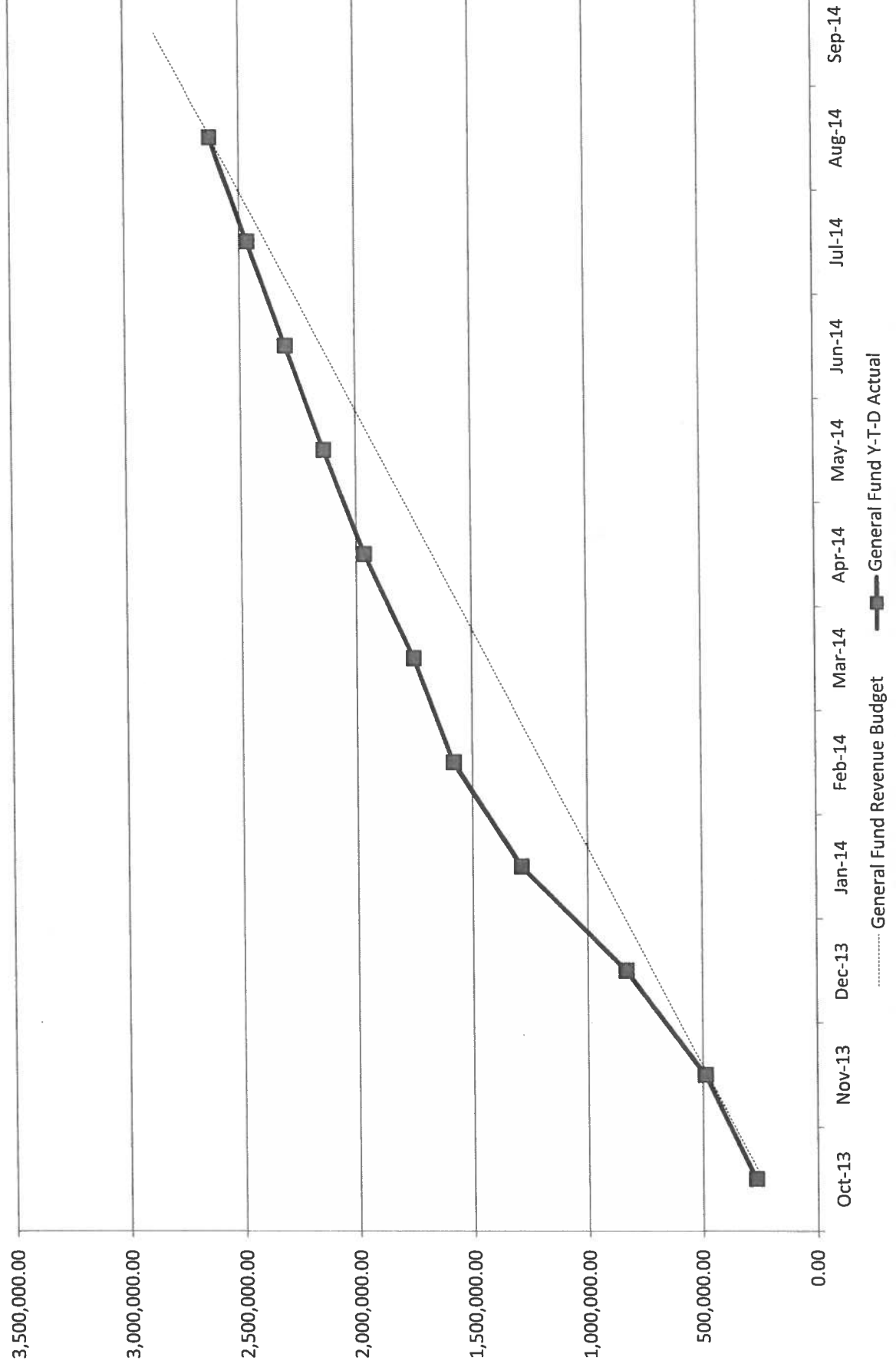
FCDC 4B Board Investment & Checking Account				
FCDC 4B Checking Account (Independent Bank 3035)	\$	104,699.25		
FCDC 4B Investment Account (Texpool 0001)	\$	84,834.89		
TOTAL:	\$	189,534.14	\$	- \$ 189,534.14

TIRZ Account				
County Tax Deposits (FNB 0815)	\$	12,768.06		
TOTAL:	\$	12,768.06	\$	- \$ 12,768.06

Note: Salmon color used to indicate an item dedicated to a specific project or need

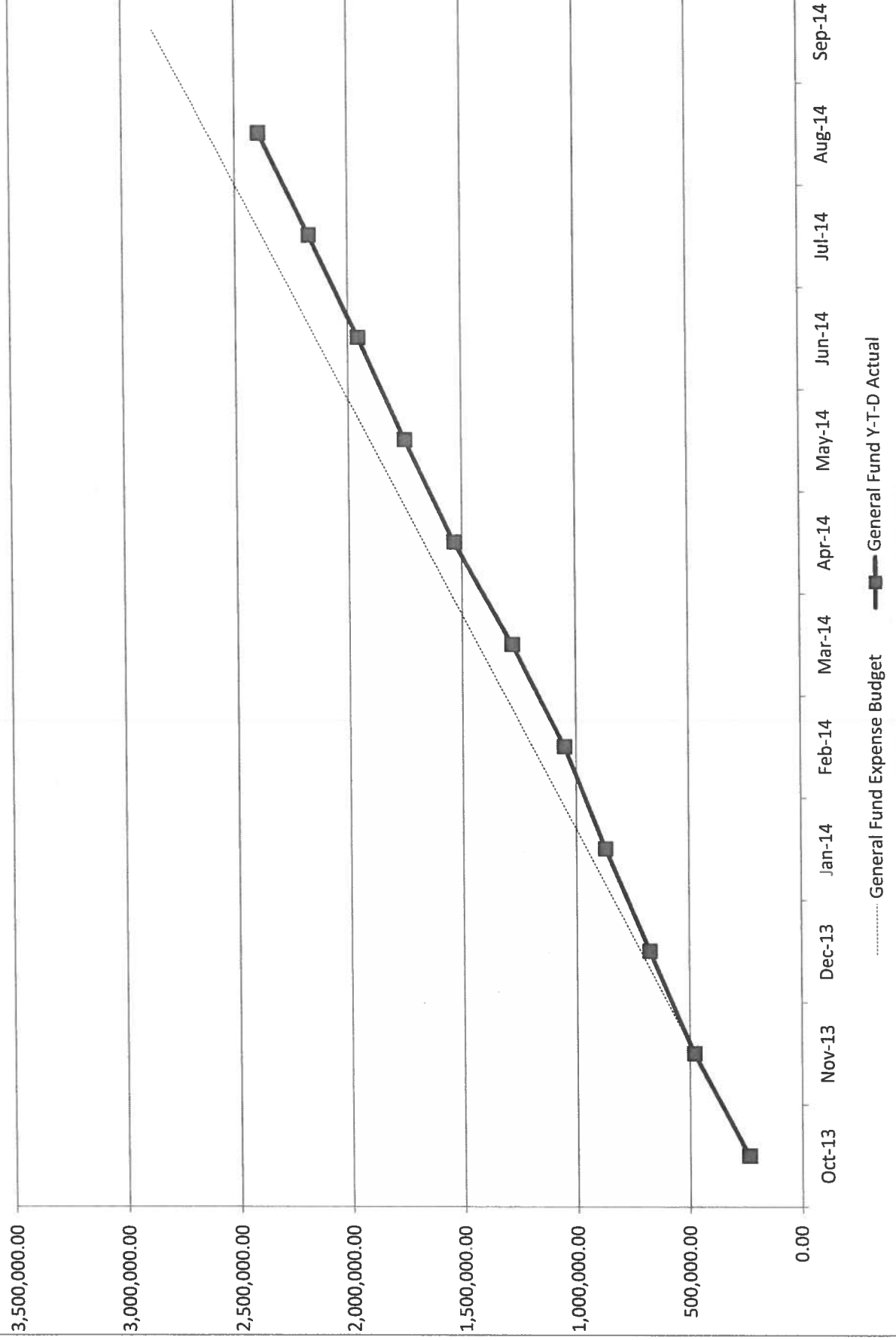
General Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

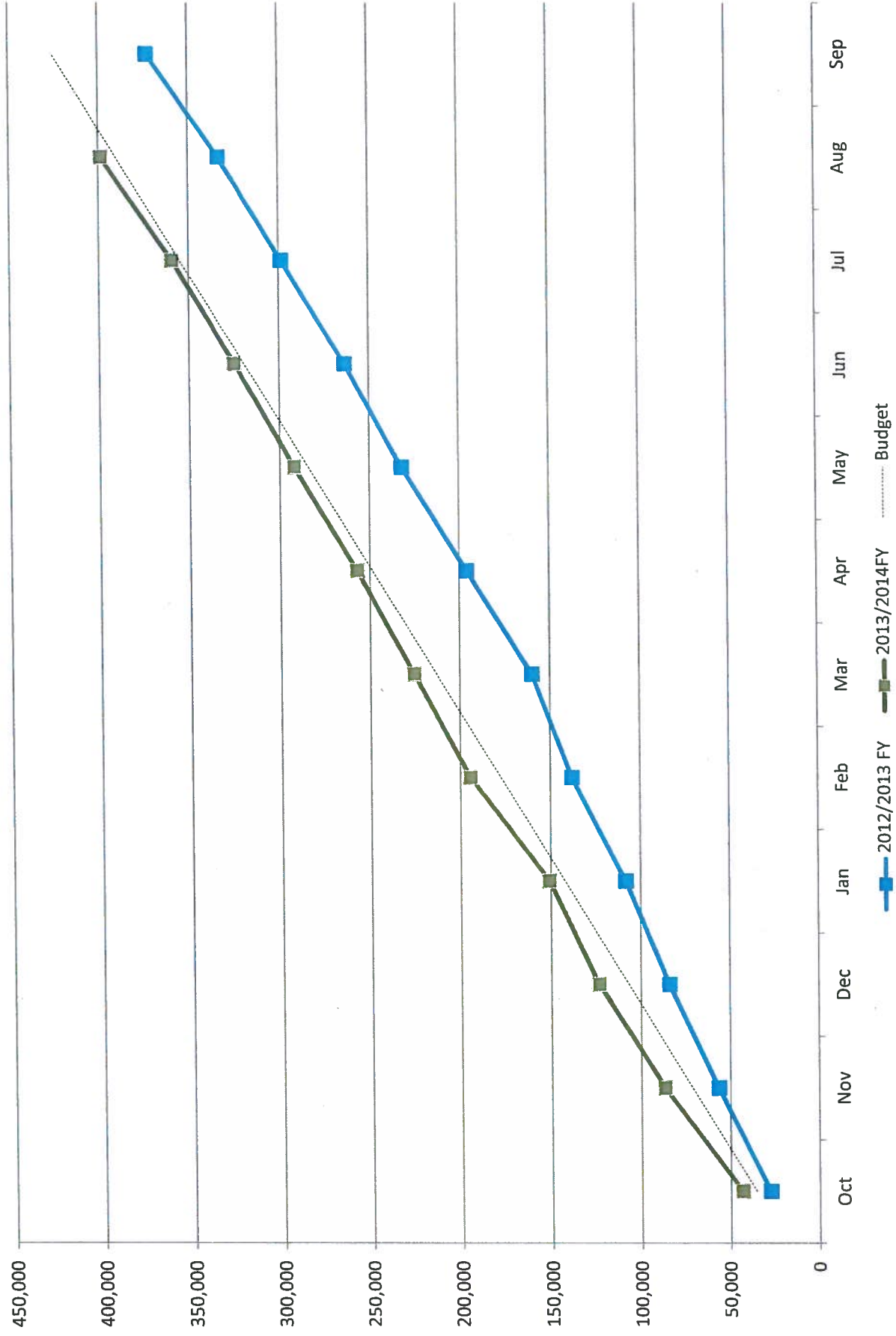


General Fund Expense

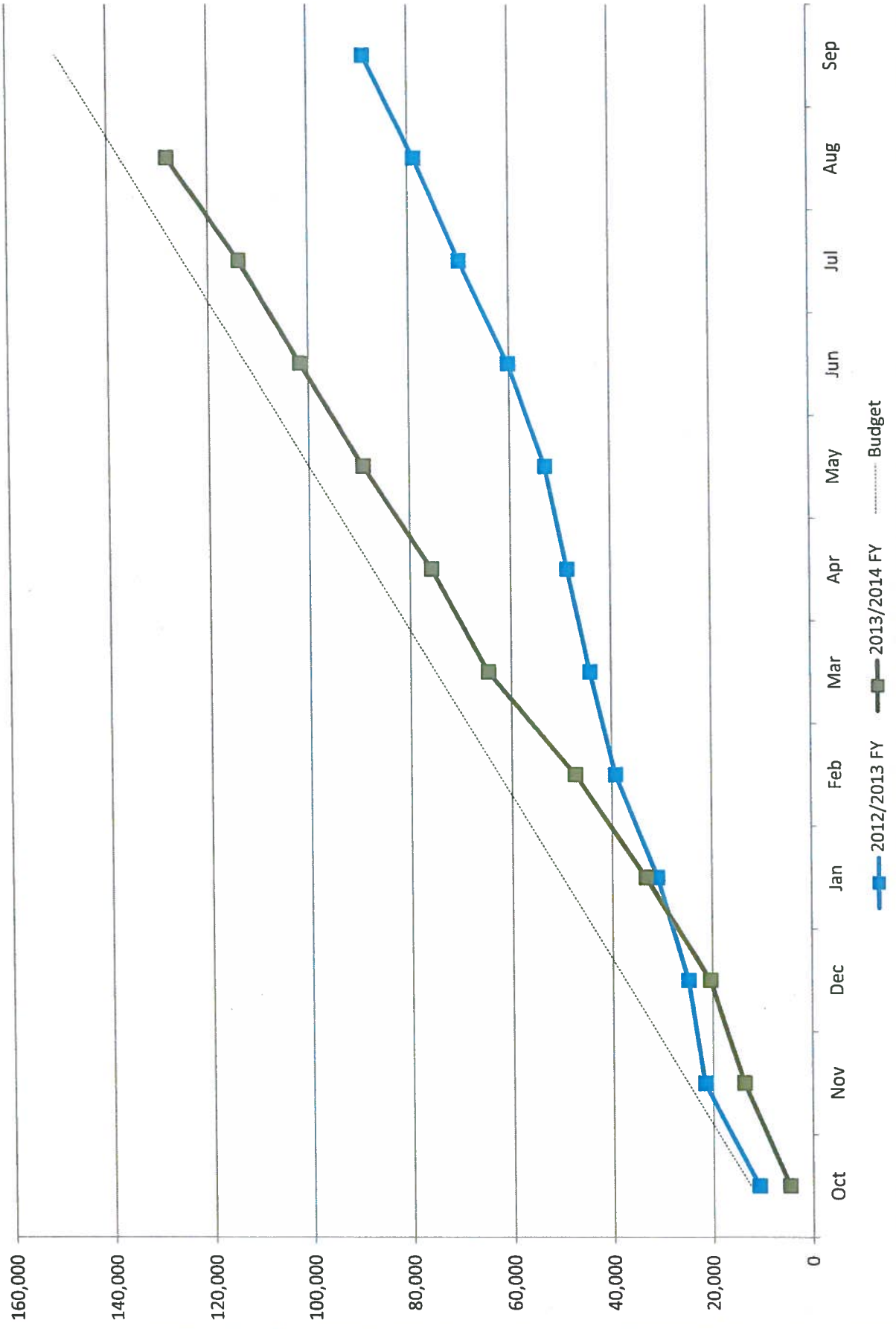
Budget Year 10/2013 thru 9/2014



Sales Tax Chart



Municipal Court Comparison Chart



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	2,863,094	160,762.70	2,627,805.53	0.00	235,288.47	91.78
TOTAL REVENUES	2,863,094	160,762.70	2,627,805.53	0.00	235,288.47	91.78
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	170.00	1,870.00	0.00	170.00	91.67
CONTRACTS & PROF. SVCS	150	0.00	0.00	0.00	150.00	0.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	33,700	1,703.23	25,254.30	0.00	8,445.70	74.94
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	35,890	1,873.23	27,124.30	0.00	8,765.70	75.58
12-ADMINISTRATION						
PERSONNEL SERVICES	190,830	13,356.68	170,312.54	0.00	20,517.46	89.25
CONTRACTS & PROF. SVCS	94,585	10,413.25	99,907.55	0.00	5,322.55	105.63
MAINTENANCE	70,865	3,550.42	58,817.77	0.00	12,047.23	83.00
UTILITIES	21,150	1,731.35	17,382.99	0.00	3,767.01	82.19
SUPPLIES	22,000	3,310.47	21,705.80	0.00	294.20	98.66
MISCELLANEOUS	34,100	823.36	27,454.06	0.00	6,645.94	80.51
CAPITAL EXPENDITURES	24,000	2,744.30	2,744.30	0.00	21,255.70	11.43
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	457,530	35,929.83	398,325.01	0.00	59,204.99	87.06
14-MUNICIPAL COURT						
PERSONNEL SERVICES	120,781	9,727.06	105,294.63	0.00	15,486.37	87.18
CONTRACTS & PROF. SVCS	24,986	1,250.00	19,444.30	0.00	5,541.70	77.82
MAINTENANCE	9,889	390.49	7,069.26	0.00	2,819.74	71.49
UTILITIES	1,200	101.62	923.19	0.00	276.81	76.93
SUPPLIES	10,750	1,348.15	10,536.73	0.00	213.27	98.02
MISCELLANEOUS	7,300	389.68	5,779.66	0.00	1,520.34	79.17
CAPITAL EXPENDITURES	40,000	0.00	41,114.24	0.00	1,114.24	102.79
TOTAL 14-MUNICIPAL COURT	214,906	13,207.00	190,162.01	0.00	24,743.99	88.49
15-LIBRARY						
PERSONNEL SERVICES	88,497	6,849.92	80,555.61	0.00	7,941.39	91.03
CONTRACTS & PROF. SVCS	250	0.00	57.30	0.00	192.70	22.92
MAINTENANCE	40,288	3,782.25	25,135.10	0.00	15,152.90	62.39
UTILITIES	9,700	261.95	7,263.78	0.00	2,436.22	74.88
SUPPLIES	3,610	55.19	2,567.51	0.00	1,042.49	71.12
MISCELLANEOUS	5,400	400.00	4,980.74	0.00	419.26	92.24

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

PAGE: 2

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
16-CIVIC/CENTER						
UTILITIES	16,000	1,082.19	10,533.59	0.00	5,466.41	65.83
TOTAL 16-CIVIC/CENTER	16,000	1,082.19	10,533.59	0.00	5,466.41	65.83
21-POLICE DEPT.						
PERSONNEL SERVICES	644,454	51,105.36	579,084.38	0.00	65,369.62	89.86
CONTRACTS & PROF. SVCS	41,312	159.60	32,850.69	0.00	8,461.31	79.52
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
MAINTENANCE	76,916	4,412.90	70,647.53	0.00	6,268.47	91.85
UTILITIES	33,120	2,685.38	25,904.87	0.00	7,215.13	78.22
SUPPLIES	65,408	10,330.00	56,739.66	0.00	8,668.34	86.75
MISCELLANEOUS	18,120	251.00	13,138.95	0.00	4,981.05	72.51
CAPITAL EXPENDITURES	27,000	962.56	22,347.67	0.00	4,652.33	82.77
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	906,330	67,981.68	800,713.75	0.00	105,616.25	88.35
22-FIRE DEPT.						
PERSONNEL SERVICES	108,225	7,202.82	108,079.72	0.00	145.28	99.87
CONTRACTS & PROF. SVCS	46,395	41,813.78	42,867.38	0.00	3,527.62	92.40
MISCELLANEOUS	1,500	0.00	239.37	0.00	1,260.63	15.96
MAINTENANCE	32,748	3,240.83	22,298.21	83.52	10,376.27	68.31
UTILITIES	720	105.98	451.96	0.00	268.04	62.77
SUPPLIES	27,599	1,028.60	17,285.06	0.00	10,313.94	62.63
MISCELLANEOUS	12,890	0.00	10,570.72	0.00	2,319.28	82.01
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	230,077	53,392.01	201,782.42	83.52	28,211.06	87.74
34-STREET SYSTEM						
PERSONNEL SERVICES	106,316	4,587.88	84,586.83	0.00	21,729.17	79.56
CONTRACTS & PROF. SVCS	35,887	522.57	31,212.71	0.00	4,674.29	86.97
MISCELLANEOUS	51,562	1,167.04	29,840.33	0.00	21,721.67	57.87
MAINTENANCE	6,500	310.85	6,008.59	0.00	491.41	92.44
UTILITIES	50,565	590.55	34,994.41	0.00	15,570.59	69.21
SUPPLIES	11,000	1,525.75	9,644.19	0.00	1,355.81	87.67
MISCELLANEOUS	500	0.00	19.65	0.00	480.35	3.93
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	262,330	8,704.64	196,306.71	0.00	66,023.29	74.83
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	95,820	6,111.73	85,778.35	0.00	10,041.65	89.52
CONTRACTS & PROF. SVCS	18,000	1,278.66	14,705.85	0.00	3,294.15	81.70
MISCELLANEOUS	25,500	835.37	24,902.63	5,000.00	4,402.63	117.27
MAINTENANCE	58,794	505.04	34,761.00	0.00	24,033.00	59.12
UTILITIES	13,035	635.24	9,865.06	0.00	3,169.94	75.68
SUPPLIES	2,500	0.00	0.00	0.00	2,500.00	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	21,500	0.00	0.00	0.00	21,500.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	235,149	9,366.04	170,012.89	5,000.00	60,136.11	74.43
39-PARKS						
PERSONNEL SERVICES	60,661	5,429.97	46,922.93	0.00	13,738.07	77.35
CONTRACTS & PROF. SVCS	83,750	4,385.66	75,456.95	0.00	8,293.05	90.10
MISCELLANEOUS	21,250	4,251.41	18,776.66	2,290.73	182.61	99.14
MAINTENANCE	14,000	2,022.00	12,337.10	0.00	1,662.90	88.12
UTILITIES	75,840	2,599.61	30,605.63	0.00	45,234.37	40.36
SUPPLIES	12,400	77.79	9,635.38	0.00	2,764.62	77.70
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 39-PARKS	267,901	18,766.44	193,734.65	2,290.73	71,875.62	73.17
71-DEBT SERVICE						
DEBT SERVICE	71,066	0.00	71,065.37	0.00	0.63	100.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	71,066	0.00	71,065.37	0.00	0.63	100.00
TOTAL EXPENDITURES	2,859,924	223,719.09	2,394,055.63	7,374.25	458,494.12	83.97
REVENUE OVER/(UNDER) EXPENDITURES	3,170 (	62,956.39)	233,749.90 (	7,374.25) (	223,205.65) (	7,141.19

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

PAGE: 4

100-GENERAL FUND

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	707,673	2,753.96	689,816.45	0.00	17,856.55	97.48
100.00.5712.000 CC CONV FEE COURT	0	0.00	0.00	0.00	0.00	0.00
100.00.5713.000 DEL. TAX, PEN. & INT.	15,000	494.75	16,308.09	0.00	1,308.09	108.72
100.00.5714.000 CC CONV FEE UTILITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5715.000 TIRZ	10,453	0.00	12,768.06	0.00	2,315.06	122.15
100.00.5721.000 SALES TAX	425,000	39,471.00	398,737.50	0.00	26,262.50	93.82
100.00.5721.000 SALES TAX	850	0.00	1,232.46	0.00	382.46	145.00
100.00.5722.000 BEVERAGE TAX	0	0.00	0.00	0.00	0.00	0.00
100.00.5730.000 FRANCHISE FEES - GARBAGE	22,961	0.00	22,961.17	0.00	0.17	100.00
100.00.5731.000 FRANCHISE FEES - GAS	10,800	4,860.00	25,740.00	0.00	14,940.00	238.33
100.00.5732.000 SKYBEAM	5,500	0.00	5,674.25	0.00	174.25	103.17
100.00.5733.000 ELEC. FUND FRANCHISE FEE	5,000	752.86	4,456.24	0.00	543.76	89.12
100.00.5734.000 FRANCHISE FEES - TELE.	13,000	3,140.31	13,569.90	0.00	569.90	104.38
100.00.5735.000 FRANCHISE FEES - CABLE	0	0.00	0.00	0.00	0.00	0.00
100.00.5736.000 FRANCHISE FEES - OTHER	25,000	291.79	35,906.81	0.00	10,906.81	143.63
100.00.5741.000 PERMITS & INSPECTIONS	2,000	0.00	0.00	0.00	2,000.00	0.00
100.00.5742.000 PLANNING & ZONING FEES	100	0.00	123.00	0.00	23.00	123.00
100.00.5743.000 FEES	150,000	14,127.12	128,051.60	0.00	21,948.40	85.37
100.00.5744.000 PENALTIES	110,997	0.00	110,976.03	0.00	20.97	99.98
100.00.5745.000 CNTY FIRE RUNS	1,000	50.00	1,200.00	0.00	200.00	120.00
100.00.5746.000 ONION SHED RENTAL	14,800	0.00	15,119.33	0.00	319.33	102.16
100.00.5747.000 COUNTY LIBRARY FUND	0	0.00	14.00	0.00	14.00	0.00
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	60.91	0.00	60.91	0.00
100.00.5749.000 MUN. CT. BLDG. SECURITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5750.000 LAMKIN MEMORIAL	0	0.00	81.21	0.00	81.21	0.00
100.00.5751.000 MUN. CT. TECHNOLOGY FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5754.000 GRANT PROCEEDS	15,205	1,395.65	13,815.43	0.00	1,389.57	90.86
100.00.5758.000 T-MOBILE LEASE	9,105	0.00	9,105.00	0.00	0.00	100.00
100.00.5759.000 GAMING MACHINE LICENSE	0	0.00	0.00	0.00	0.00	0.00
100.00.5760.000 SRO SUPPORT	250	22.51	302.37	0.00	52.37	120.95
100.00.5762.000 INTEREST EARNED	600	600.00	600.00	0.00	0.00	100.00
100.00.5763.000 FEDC 4A STAFF SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5764.000 FCDC IMPROVEMENTS	12,000	0.00	11,000.00	0.00	1,000.00	91.67
100.00.5765.000 RENT E. TX. MED CTR.	0	0.00	0.00	0.00	0.00	0.00
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	5,400	1,758.25	7,201.69	0.00	1,801.69	133.36
100.00.5768.000 S W BELL LEASE	25,000	502.56	19,351.75	0.00	5,648.25	77.41
100.00.5769.000 OTHER INCOME	0	0.00	0.00	0.00	0.00	0.00
100.00.5770.000 C.C. CHILD SAFETY	0	0.00	0.00	0.00	0.00	0.00
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	1,276.80	4,900.30	0.00	4,900.30	0.00
100.00.5773.000 REVENUE RESCUE	3,400	0.00	4,124.26	0.00	724.26	121.30
100.00.5774.000 ALARM FEE	3,500	25.00	3,280.00	0.00	220.00	93.71
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	0.00	0.00	0.00	0.00
100.00.5776.000 LIBRARY GRANT TIF	0	0.00	0.00	0.00	0.00	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5790.000 COURT EOY CORRECTION	0	0.00	0.00	0.00	0.00	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

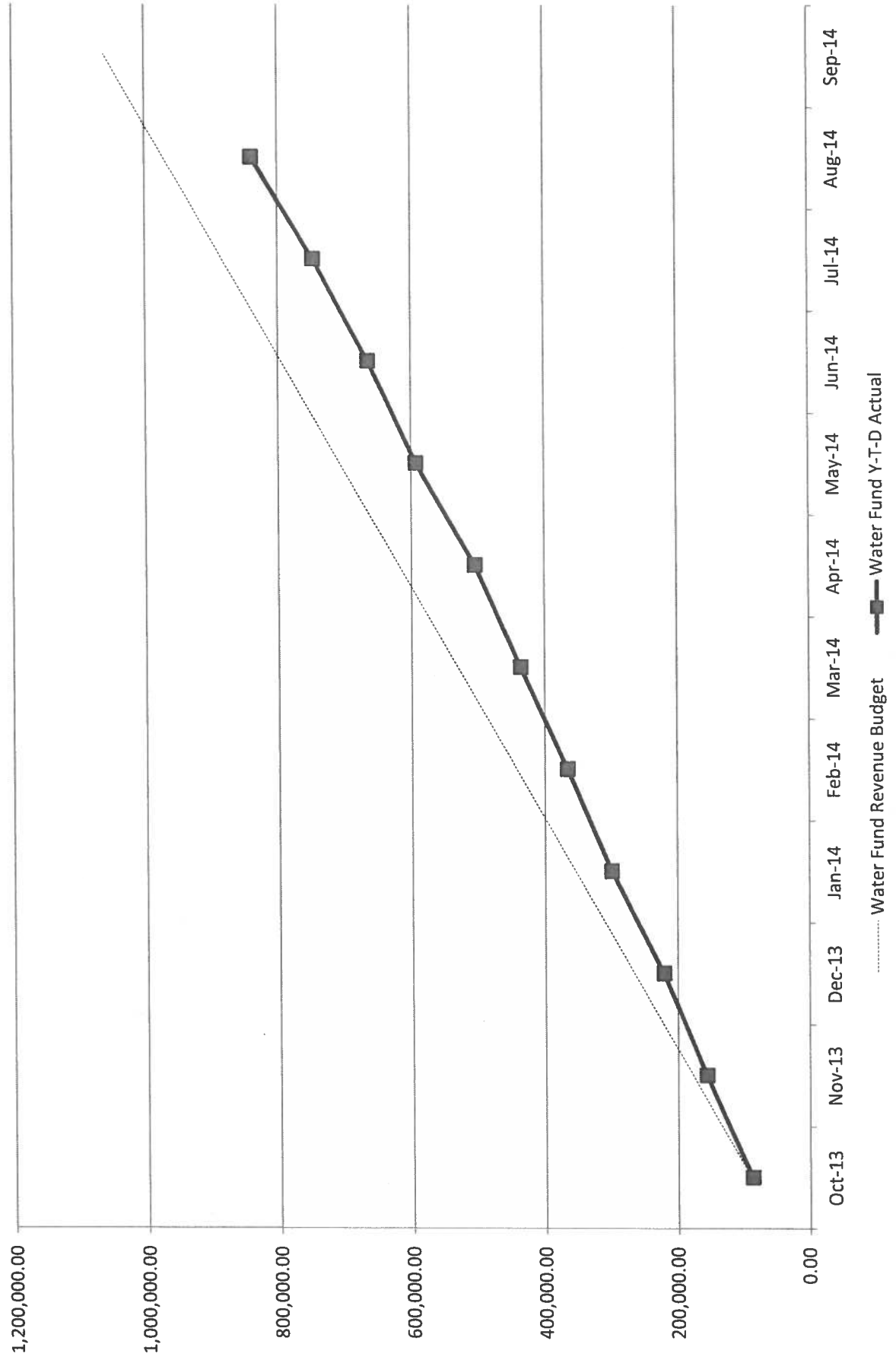
100-GENERAL FUND

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5791.000 4B SUPPORT REVENUE	0	500.00	500.00	0.00 (	500.00)	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	18,984.02	0.00	1,725.98	91.67
100.00.5793.000 RENT RECEIVED	3,600	300.00	3,300.00	0.00	300.00	91.67
100.00.5794.000 CIVIC RENT	5,500	162.50	5,731.50	0.00 (	231.50)	104.21
100.00.5795.000 4B SALARY	57,455	0.00	57,454.60	0.00	0.40	100.00
100.00.5796.000 KCS RAILWAY MOWING	0	0.00	0.00	0.00	0.00	0.00
100.00.5797.000 MARKETING	23,110	0.00	23,110.00	0.00	0.00	100.00
100.00.5798.000 STEP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,045,625	87,135.40	962,247.60	0.00	83,377.40	92.03
100.00.5992.000 SALE OF FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	0	0.00	0.00	0.00	0.00	0.00
100.00.5998.000 TRANS.IN- GEN.FND.SURPLU	112,500	0.00	0.00	0.00	112,500.00	0.00
100.00.5999.000 TRANS.IN-PARK IMP.SURPLU	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	2,863,094	160,762.70	2,627,805.53	0.00	235,288.47	91.78
TOTAL REVENUE	2,863,094	160,762.70	2,627,805.53	0.00	235,288.47	91.78

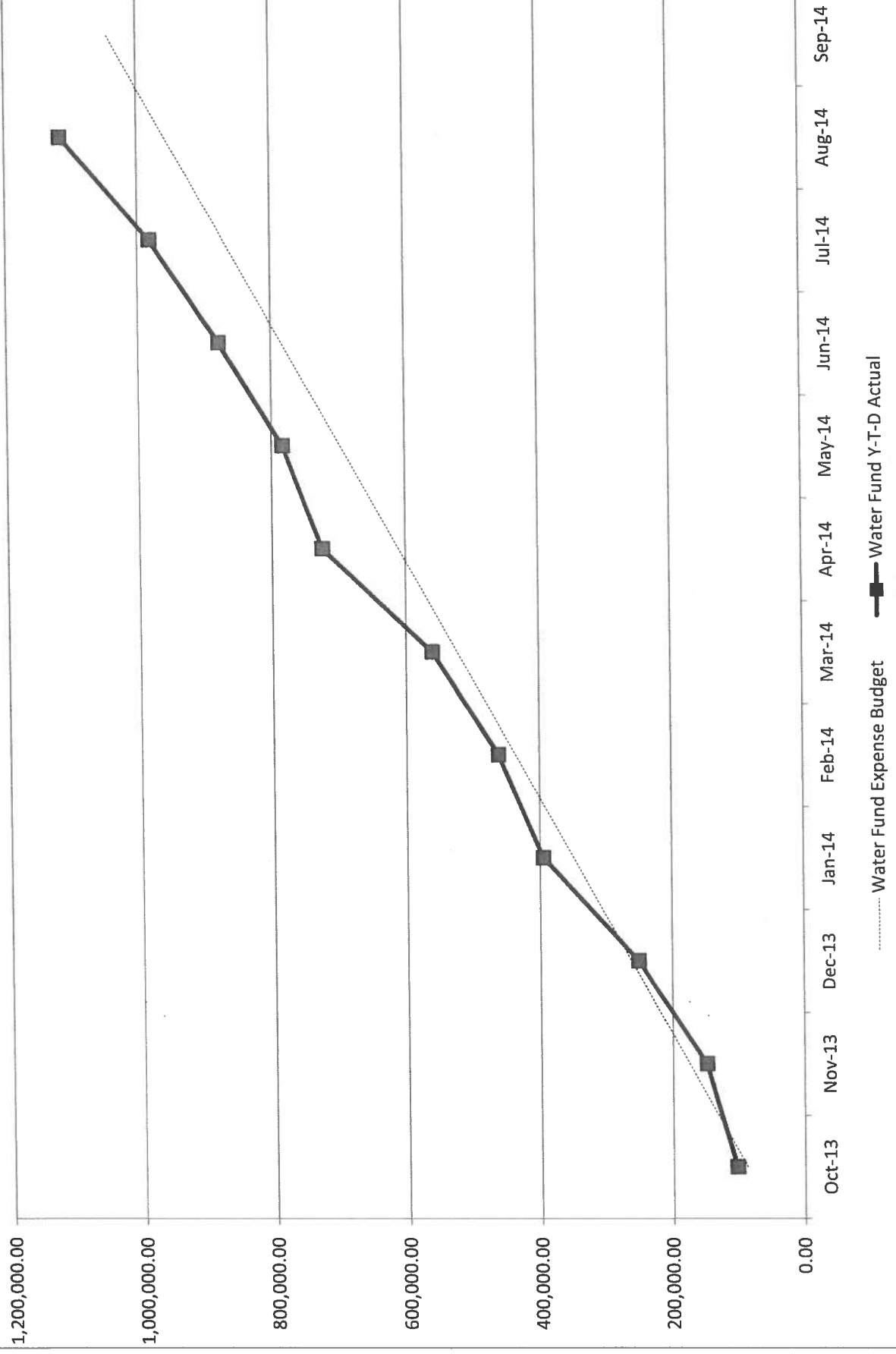
Water Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

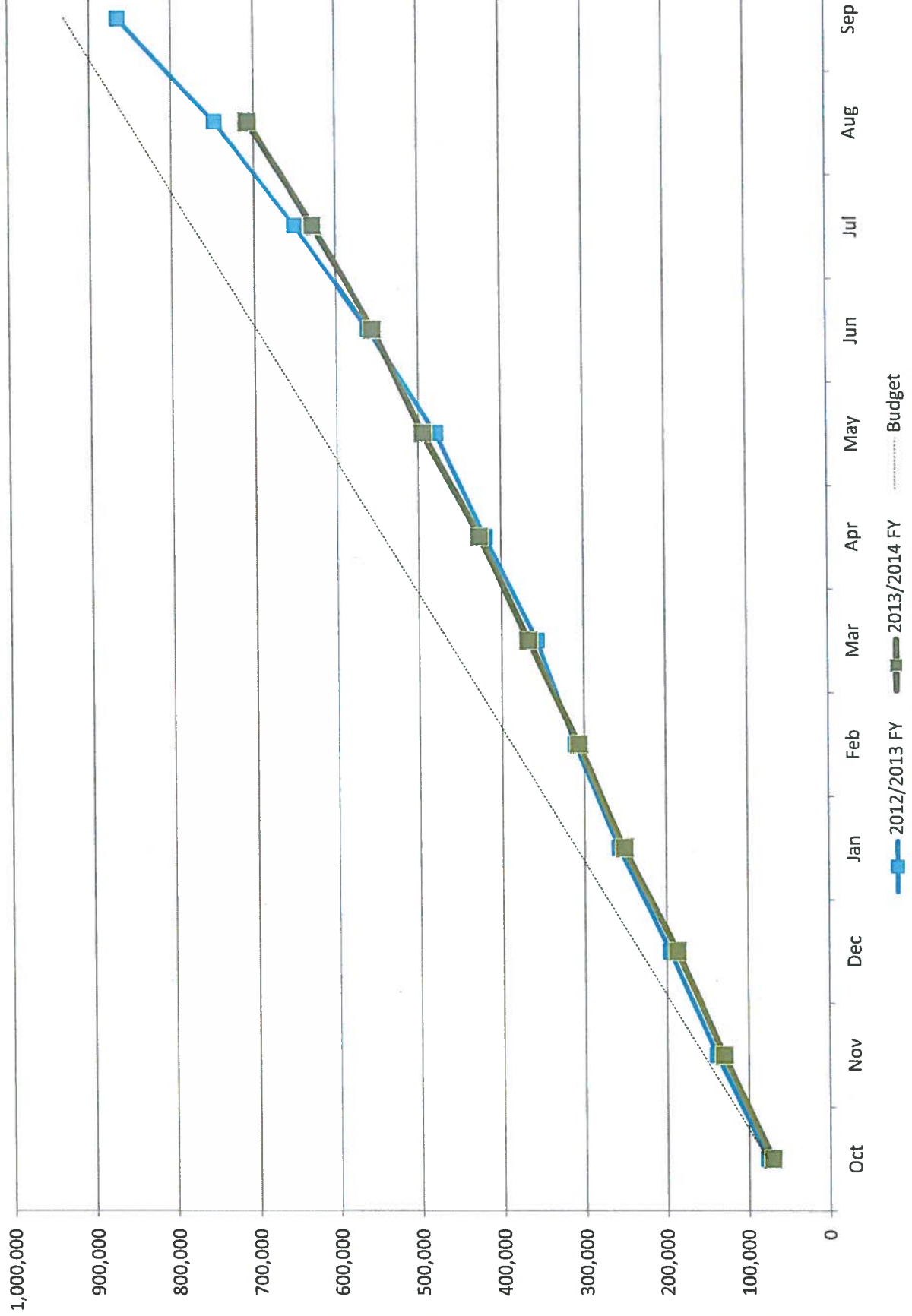


Water Fund Expense

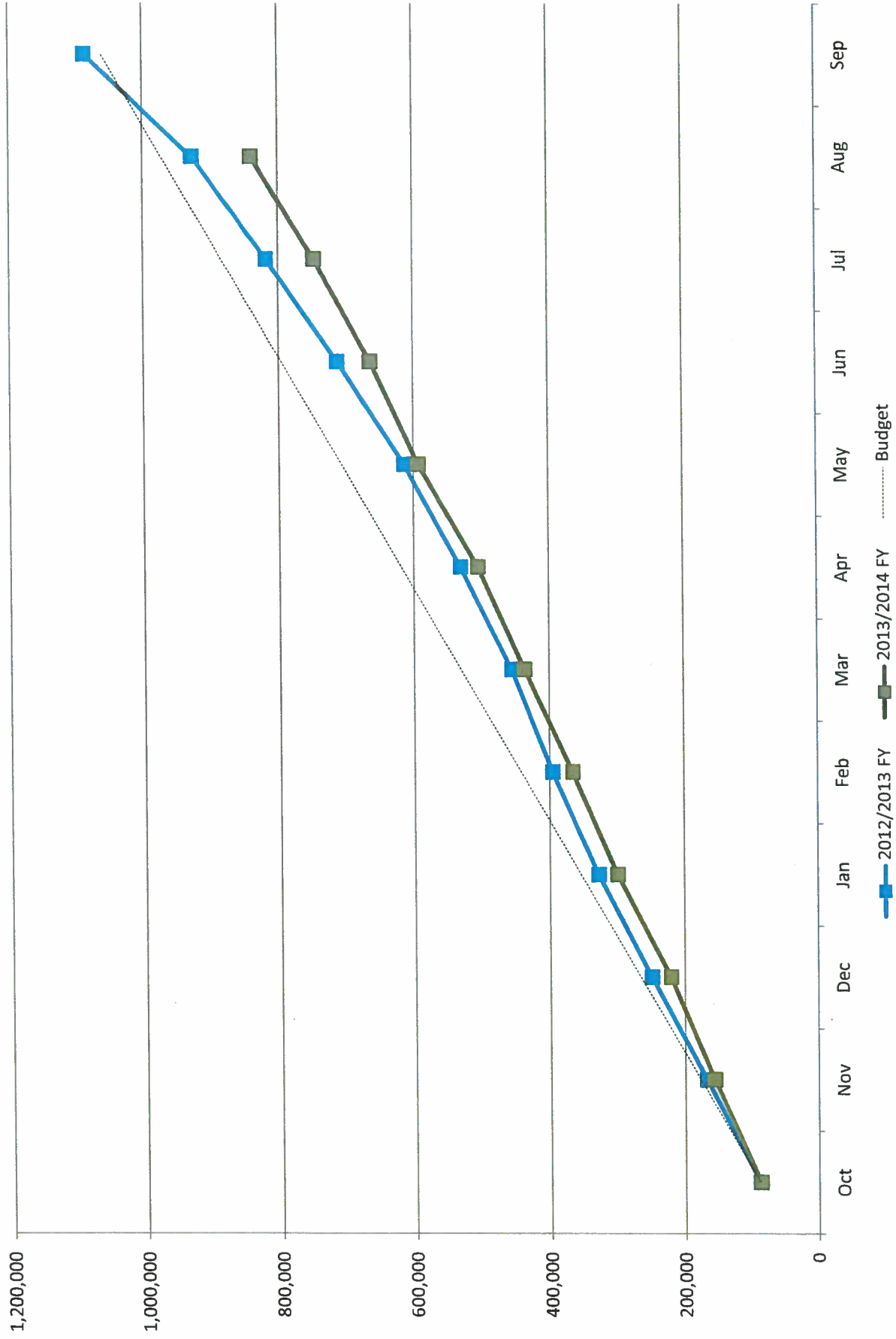
Budget Year 10/2013 thru 9/2014



City Water Sales



Water Revenue Comparison Chart



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

700-WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,061,120	92,918.72	839,792.89	0.00	221,327.11	79.14
TOTAL REVENUES	1,061,120	92,918.72	839,792.89	0.00	221,327.11	79.14
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION	62,190	9,416.28	116,577.23	0.00	54,387.23	187.45
PERSONNEL SERVICES	150	0.00	114.60	0.00	35.40	76.40
CONTRACTS & PROF. SVCS	12,589	52.00	15,320.86	0.00	2,731.86	121.70
MAINTENANCE	18,000	384.74	12,990.33	0.00	5,009.67	72.17
UTILITIES	500	0.00	210.50	0.00	289.50	42.10
SUPPLIES	2,150	772.66	3,529.05	0.00	1,379.05	164.14
MISCELLANEOUS	95,579	10,625.68	148,742.57	0.00	53,163.57	155.62
TOTAL 12-ADMINISTRATION						
52-STORM WATER SYSTEM	0	0.00	1,260.52	0.00	1,260.52	0.00
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	0	0.00	1,274.53	0.00	1,274.53	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	0	0.00	2,535.05	0.00	2,535.05	0.00
35-WATER DEPT.	132,869	18,064.36	200,959.63	0.00	68,090.63	151.25
PERSONNEL SERVICES	44,655	1,719.51	54,830.37	0.00	10,175.37	122.79
CONTRACTS & PROF. SVCS	77,050	3,203.45	73,793.04	0.00	3,256.96	95.77
MISCELLANEOUS	5,000	108.46	5,365.87	0.00	365.87	107.32
MAINTENANCE	32,200	2,178.95	21,218.91	0.00	10,981.09	65.90
UTILITIES	534,472	88,937.97	495,487.01	0.00	38,984.99	92.71
SUPPLIES	2,000	30.64	2,107.06	0.00	107.06	105.35
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	121,874	10,156.16	111,717.76	0.00	10,156.24	91.67
TRANSFERS	950,120	124,399.50	965,479.65	0.00	15,359.65	101.62
TOTAL 35-WATER DEPT.						
TOTAL EXPENDITURES	1,045,699	135,025.18	1,116,757.27	0.00	71,058.27	106.80
REVENUE OVER/ (UNDER) EXPENDITURES	15,421	(42,106.46)	(276,964.38)	0.00	292,385.38	1,796.02-

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

% OF YEAR COMPLETED: 91.67

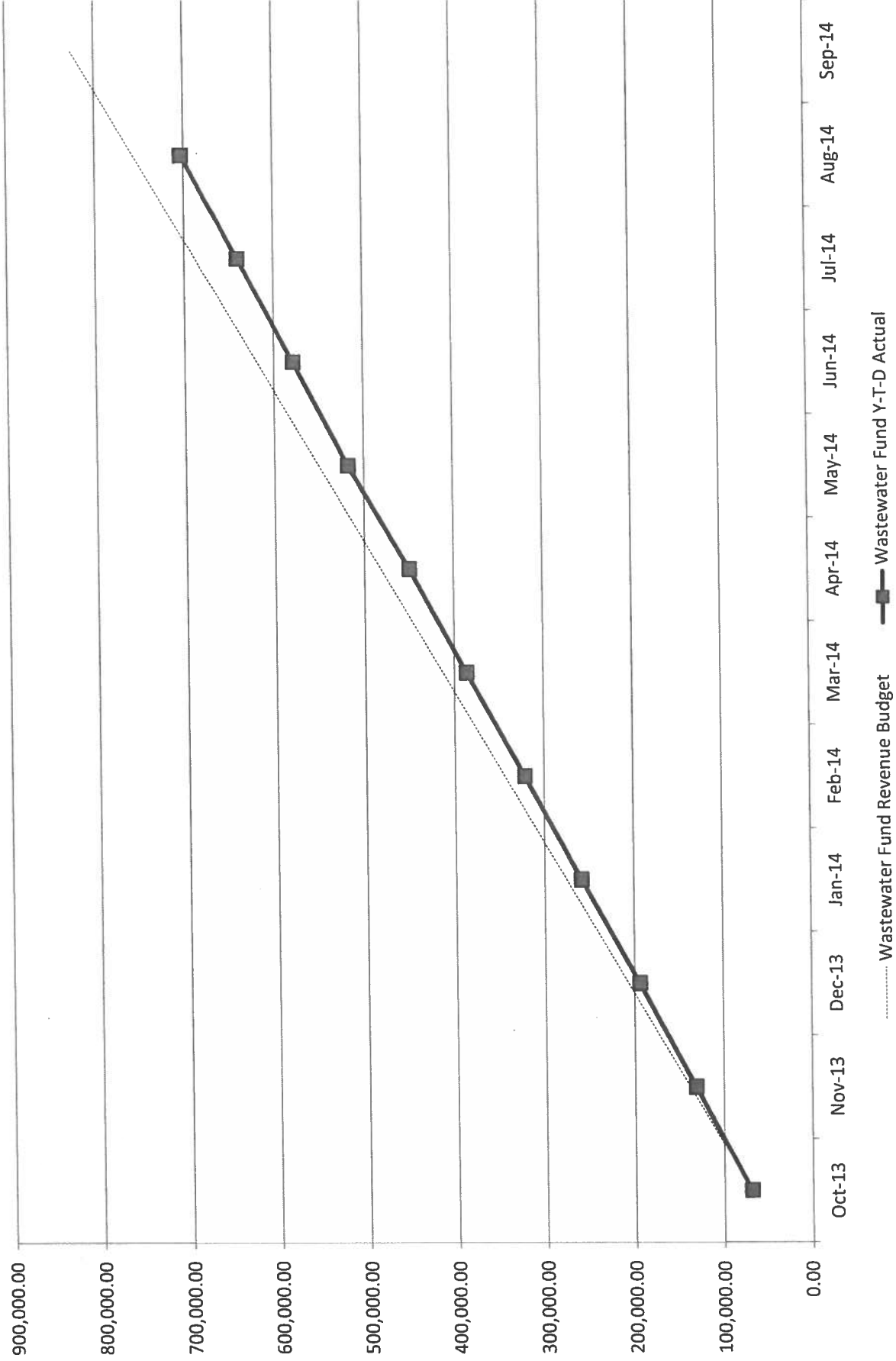
700-WATER FUND

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5714.000 CC CONV. FEE	3,500	350.00	3,118.20	0.00	381.80	89.09
700.00.5743.000 CONNECT FEE	18,000	1,250.84	13,045.30	0.00	4,954.70	72.47
700.00.5744.000 PENALTIES	90,987	12,127.25	100,869.09	0.00	9,882.09	110.86
700.00.5745.000 AGREEMENTS AND CONTRACTS	4,055	0.00	8,102.00	0.00	4,047.00	199.80
700.00.5746.000 IMPACT FEE	930,898	79,086.02	707,656.23	0.00	223,241.77	76.02
700.00.5751.000 CITY WATER SALES	3,700	0.00	5,760.00	0.00	2,060.00	155.68
700.00.5753.000 WATER TAP FEES	1,500	49.61	517.13	0.00	982.87	34.48
700.00.5762.000 INTEREST EARNED	8,480	0.00	644.94	0.00	7,835.06	7.61
700.00.5767.000 OTHER REVENUE	0	55.00	80.00	0.00	80.00	0.00
700.00.5769.000 OTHER REVENUE						
TOTAL 00-REVENUE	1,061,120	92,918.72	839,792.89	0.00	221,327.11	79.14

TOTAL REVENUE	1,061,120	92,918.72	839,792.89	0.00	221,327.11	79.14
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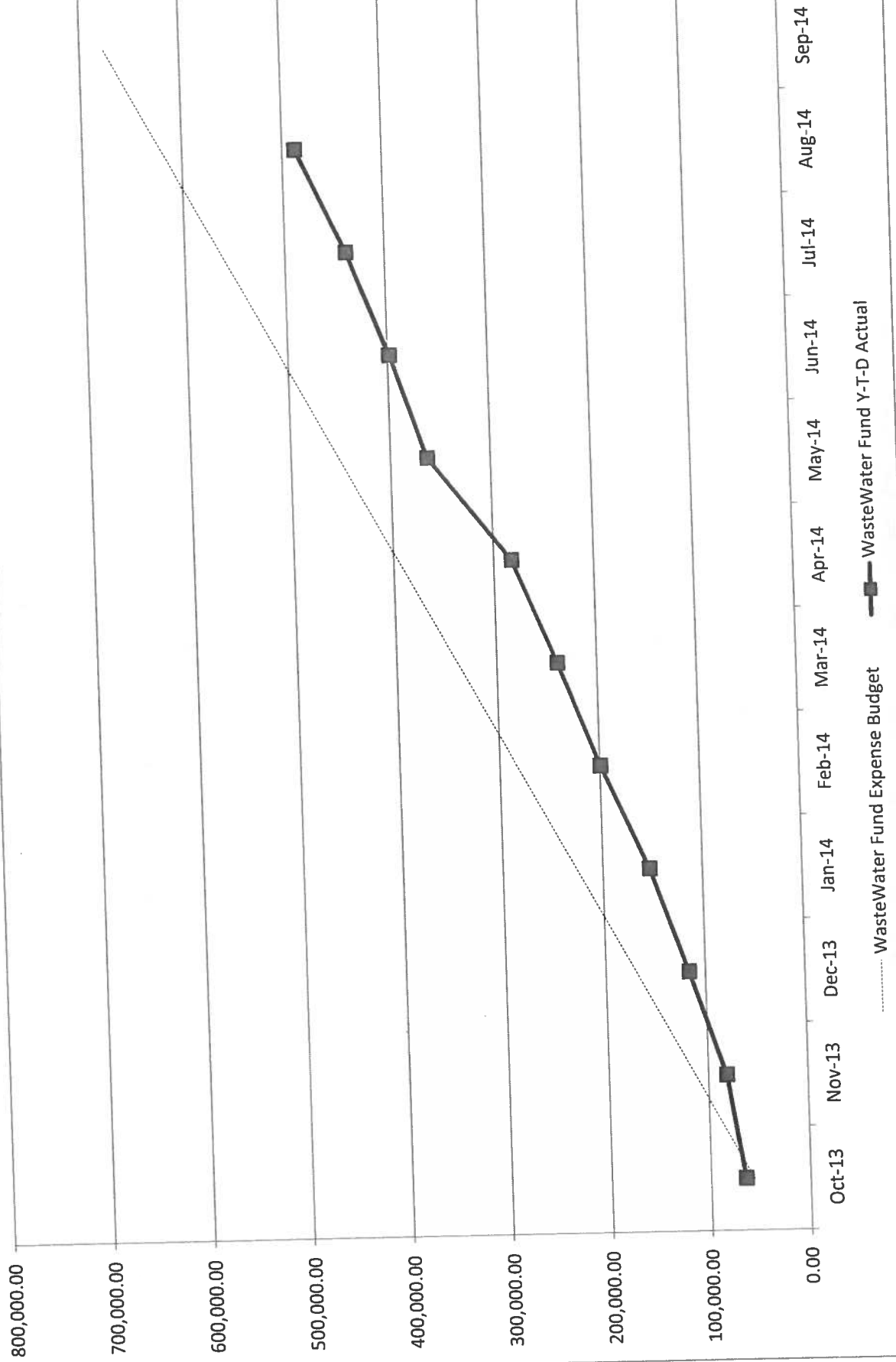
Wastewater Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

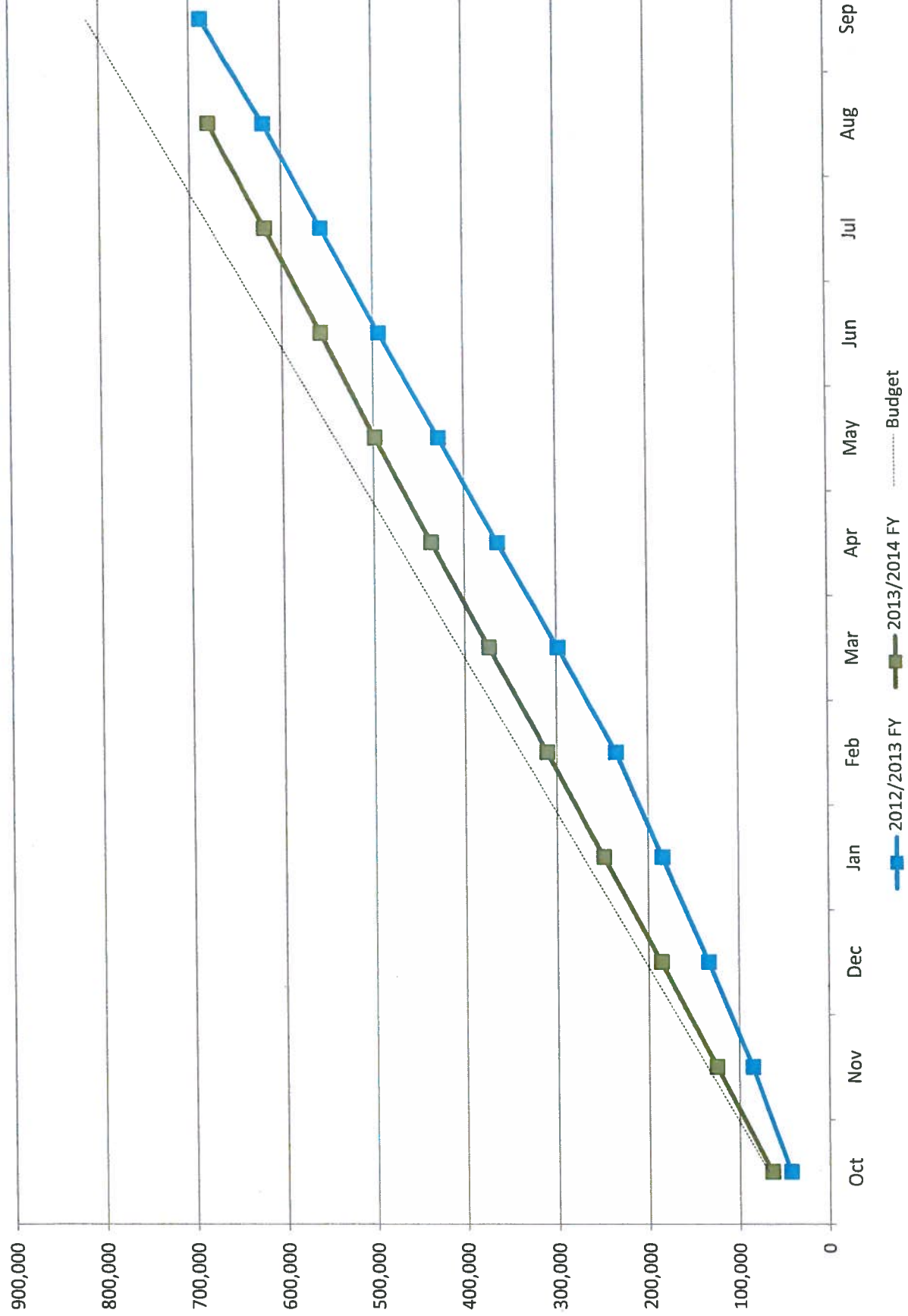


Wastewater Fund Expense

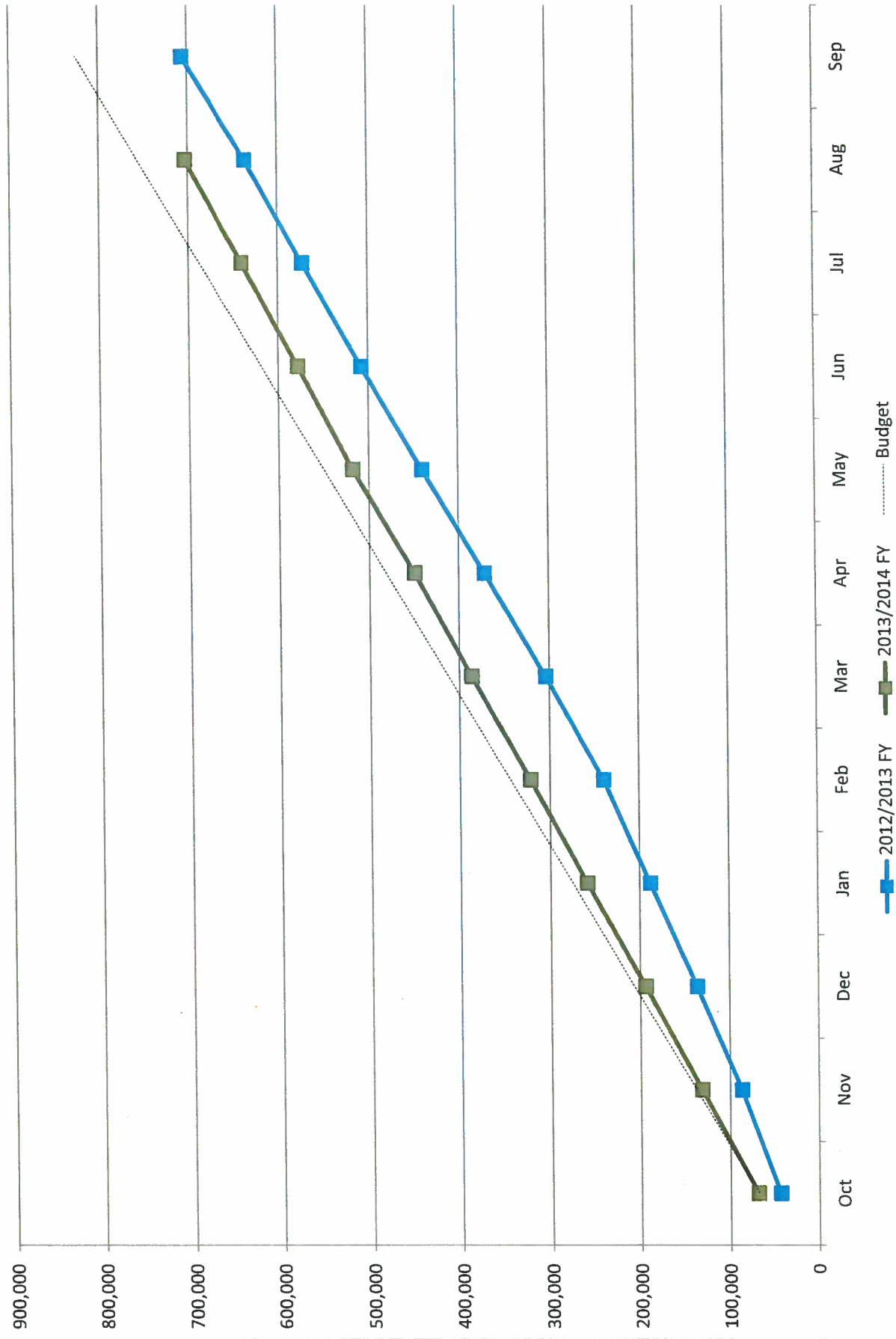
Budget Year 10/2013 thru 9/2014



City Sewer Sales



Wastewater Revenue Comparison Chart



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	825,489	62,509.24	703,476.08	0.00	122,012.92	85.22
TOTAL REVENUES	825,489	62,509.24	703,476.08	0.00	122,012.92	85.22
EXPENDITURE SUMMARY						
36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	164,385	2,660.00	48,202.51	0.00	116,182.49	29.32
CONTRACTS & PROF. SVCS	10,000	384.74	8,066.28	0.00	1,933.72	80.66
MISCELLANEOUS	8,500	0.00	15,238.35	0.00 (	6,738.35)	179.27
MAINTENANCE	233,890	17,408.00	215,343.49	0.00	18,546.51	92.07
UTILITIES	8,750	726.22	8,086.59	0.00	663.41	92.42
SUPPLIES	0	1,525.75	5,909.12	0.00 (	5,909.12)	0.00
MISCELLANEOUS	0 (	11.94)	45.17	0.00 (	45.17)	0.00
DEBT SERVICE	106,662	13,940.00	13,940.00	0.00	92,722.00	13.07
CAPITAL EXPENDITURES	0	0.00	39,848.00	0.00 (	39,848.00)	0.00
TRANSFERS	144,601	12,050.08	132,550.88	0.00	12,050.12	91.67
TOTAL 36-WASTEWATER SYSTEM	676,788	48,682.85	487,230.39	0.00	189,557.61	71.99
TOTAL EXPENDITURES	676,788	48,682.85	487,230.39	0.00	189,557.61	71.99
REVENUE OVER/ (UNDER) EXPENDITURES	148,701	13,826.39	216,245.69	0.00 (	67,544.69)	145.42

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

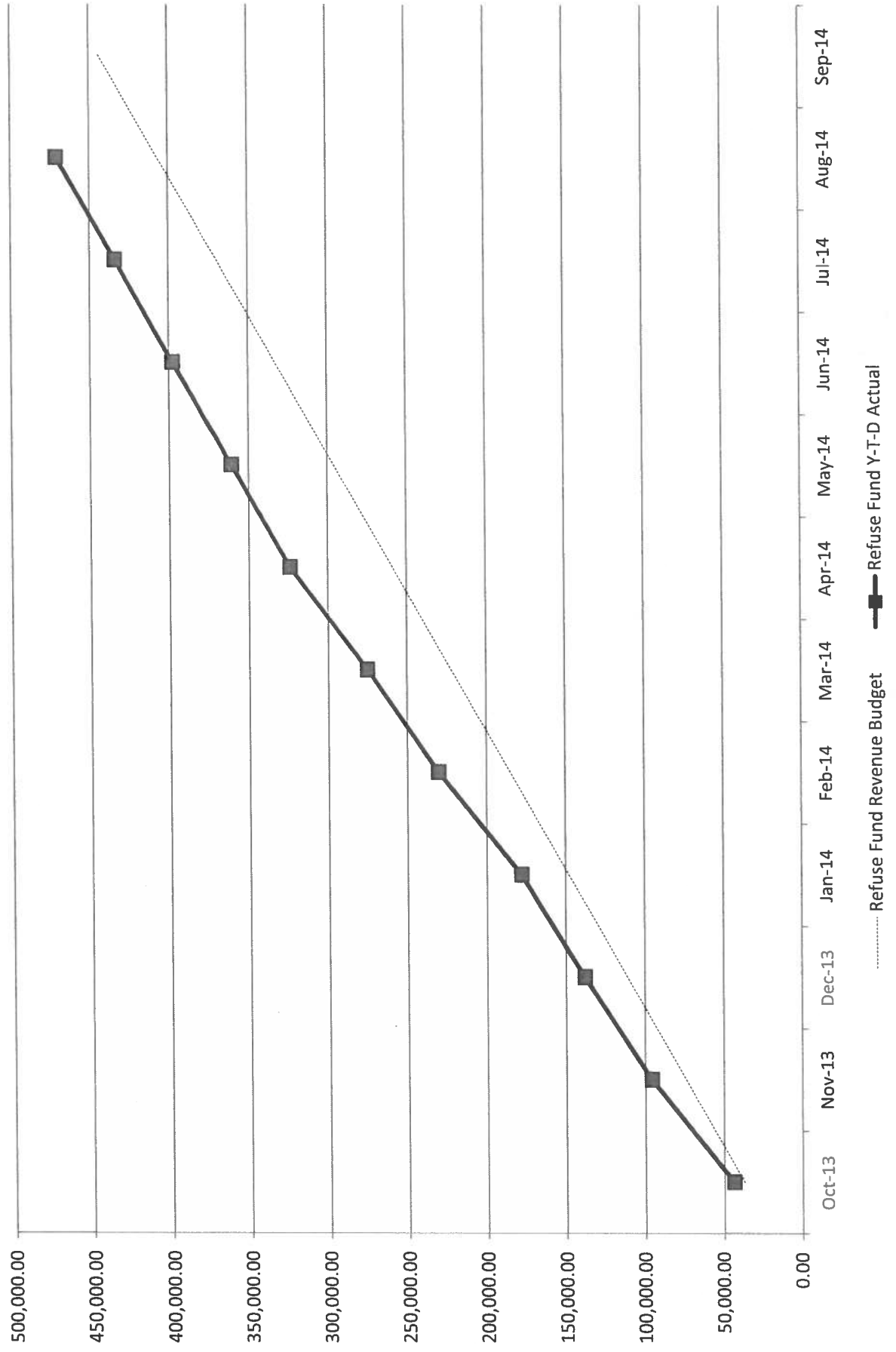
705-WASTEWATER

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	813,489	61,221.90	679,809.86	0.00	133,679.14	83.57
705.00.5743.000 FEES	0	90.00	90.00	0.00 (	90.00)	0.00
705.00.5744.000 PENALTIES	12,000	1,197.34	14,592.22	0.00 (	2,592.22)	121.60
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	0	0.00	8,384.00	0.00 (	8,384.00)	0.00
705.00.5753.000 SEWER TAP FEE	0	0.00	600.00	0.00 (	600.00)	0.00
705.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5768.000 SEWER BACKUP SERVICES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	825,489	62,509.24	703,476.08	0.00	122,012.92	85.22
TOTAL REVENUE	825,489	62,509.24	703,476.08	0.00	122,012.92	85.22

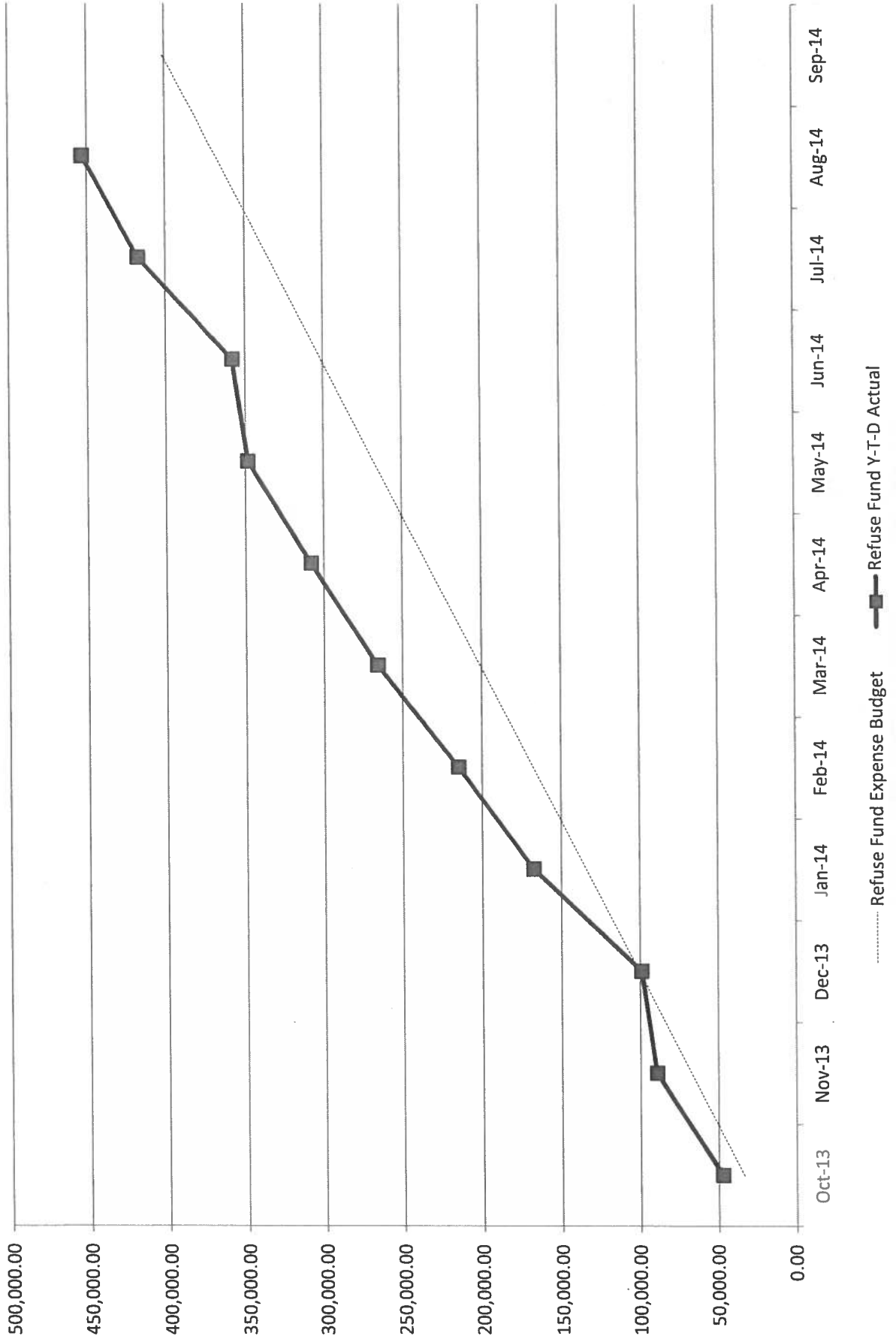
Refuse Fund Revenue Progress

Budget Year 10/2013 thru 9/2014



Refuse Fund Expense

Budget Year 10/2013 thru 9/2014



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	443,682	36,900.98	470,999.58	0.00 (	27,317.58)	106.16
TOTAL REVENUES	443,682	36,900.98	470,999.58	0.00 (	27,317.58)	106.16
<u>EXPENDITURE SUMMARY</u>						
32-REFUSE DEPT.						
PERSONNEL SERVICES	0	0.00	136.51	0.00 (	136.51)	0.00
CONTRACTS & PROF. SVCS	324,130	29,216.99	382,007.97	0.00 (	57,877.97)	117.86
MISCELLANEOUS	75,100	6,258.33	68,921.63	0.00	6,178.37	91.77
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	2,200.00	0.00	200.00	91.67
MISCELLANEOUS	0 (	8.14)	65.85)	0.00	65.85	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.	401,630	35,667.18	453,200.26	0.00 (	51,570.26)	112.84
35-WATER DEPT.						
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	401,630	35,667.18	453,200.26	0.00 (	51,570.26)	112.84
REVENUE OVER/ (UNDER) EXPENDITURES	42,052	1,233.80	17,799.32	0.00	24,252.68	42.33

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

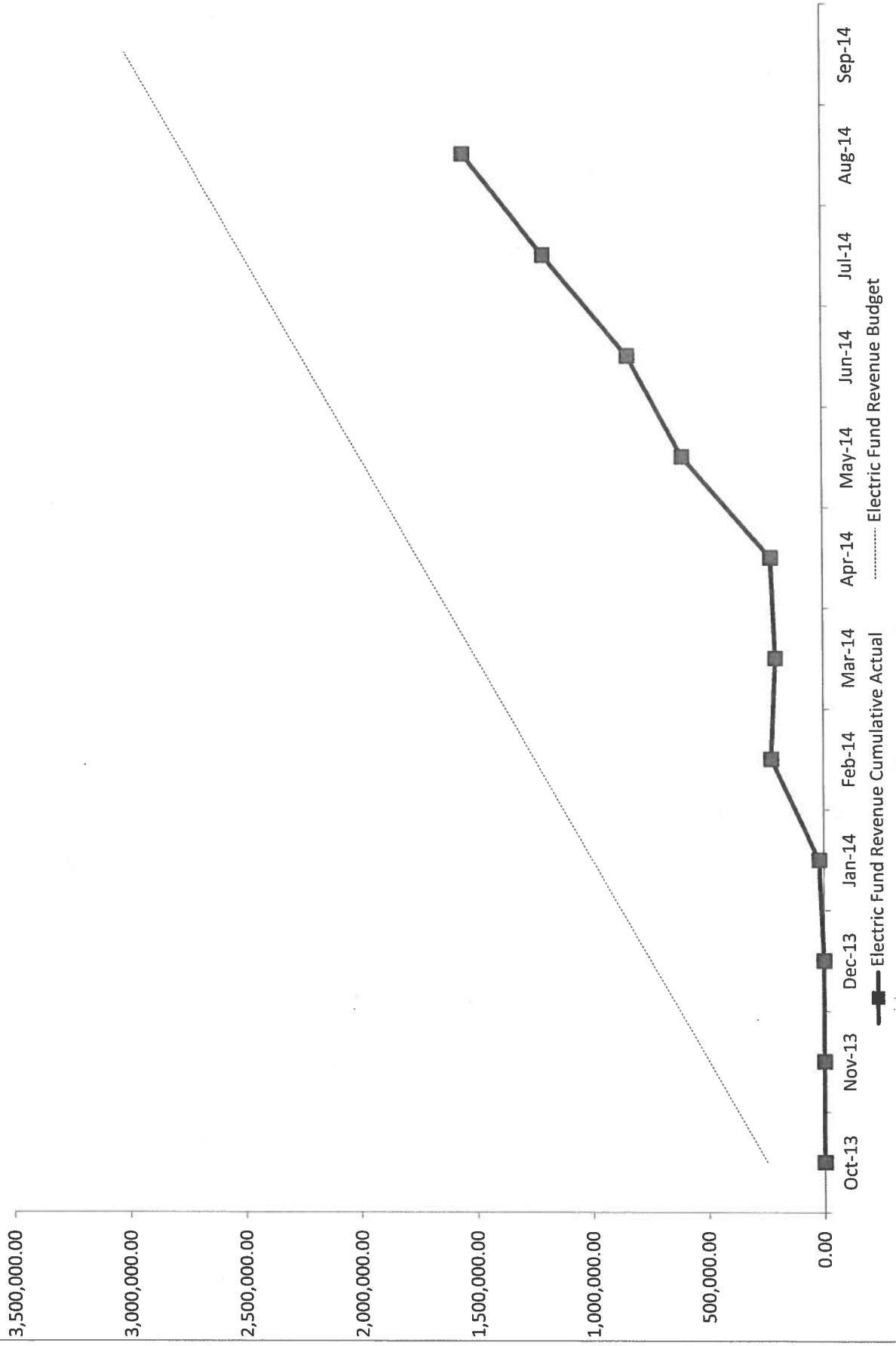
720-REFUSE FUND

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	6,500	506.34	7,156.10	0.00 (	656.10)	110.09
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
720.00.5751.000 RESIDENTIAL TRASH COLL	240,227	20,853.33	224,174.04	0.00	16,052.96	93.32
720.00.5752.000 COMMERCIAL TRASH COLLECT	190,360	15,441.58	236,239.25	0.00 (	45,879.25)	124.10
720.00.5755.000 RECYCLE	4,970	17.50	2,912.00	0.00	2,058.00	58.59
720.00.5762.000 INTEREST EARNED	125	2.23	23.19	0.00	101.81	18.55
720.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5768.000 BRUSH AND CHIPPING AND P	1,500	80.00	495.00	0.00	1,005.00	33.00
TOTAL 00-REVENUE	443,682	36,900.98	470,999.58	0.00 (	27,317.58)	106.16
TOTAL REVENUE	443,682	36,900.98	470,999.58	0.00 (	27,317.58)	106.16

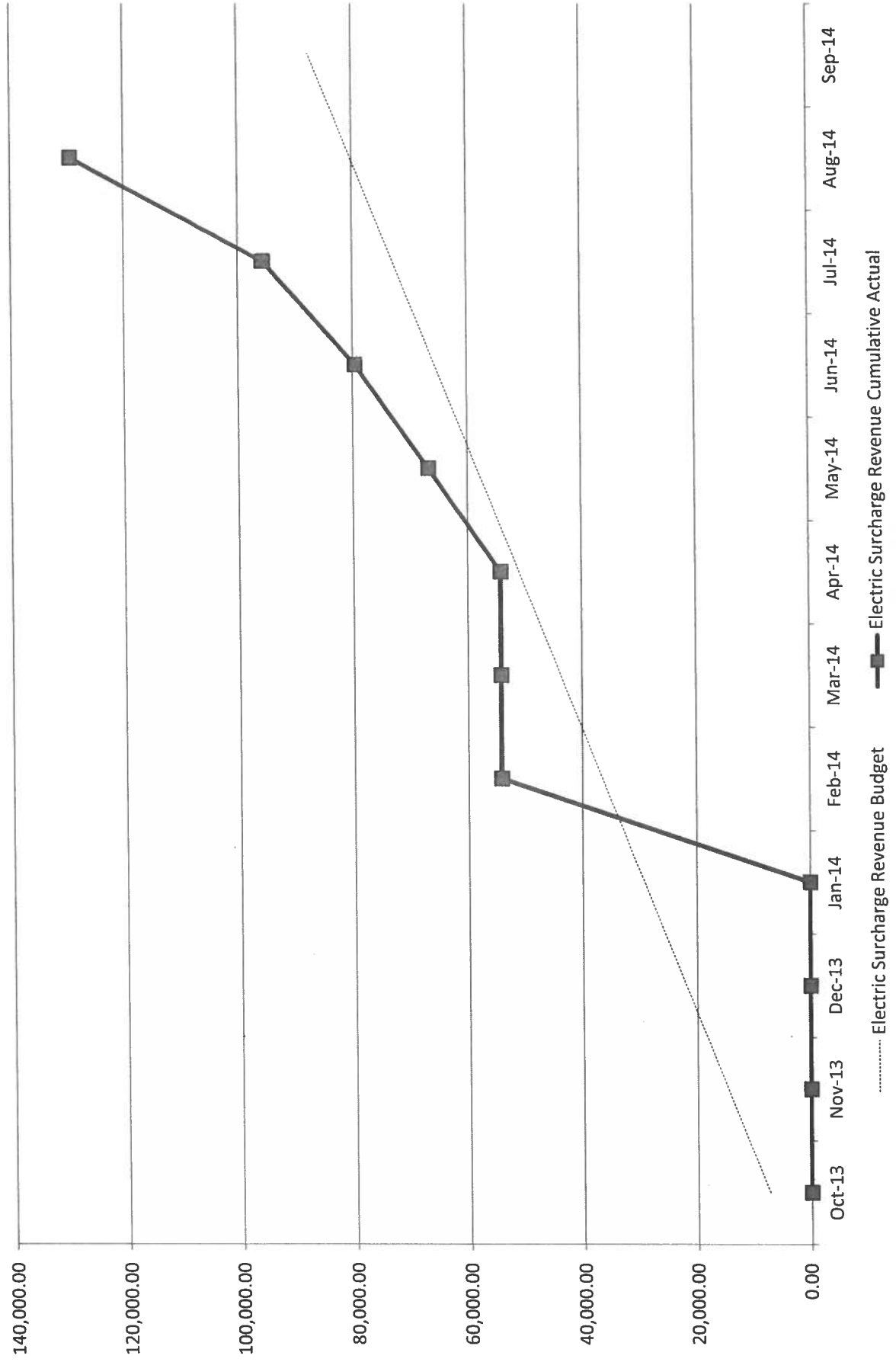
Electric Fund Revenue Progress

Budget Year 10/2013 thru 9/2014



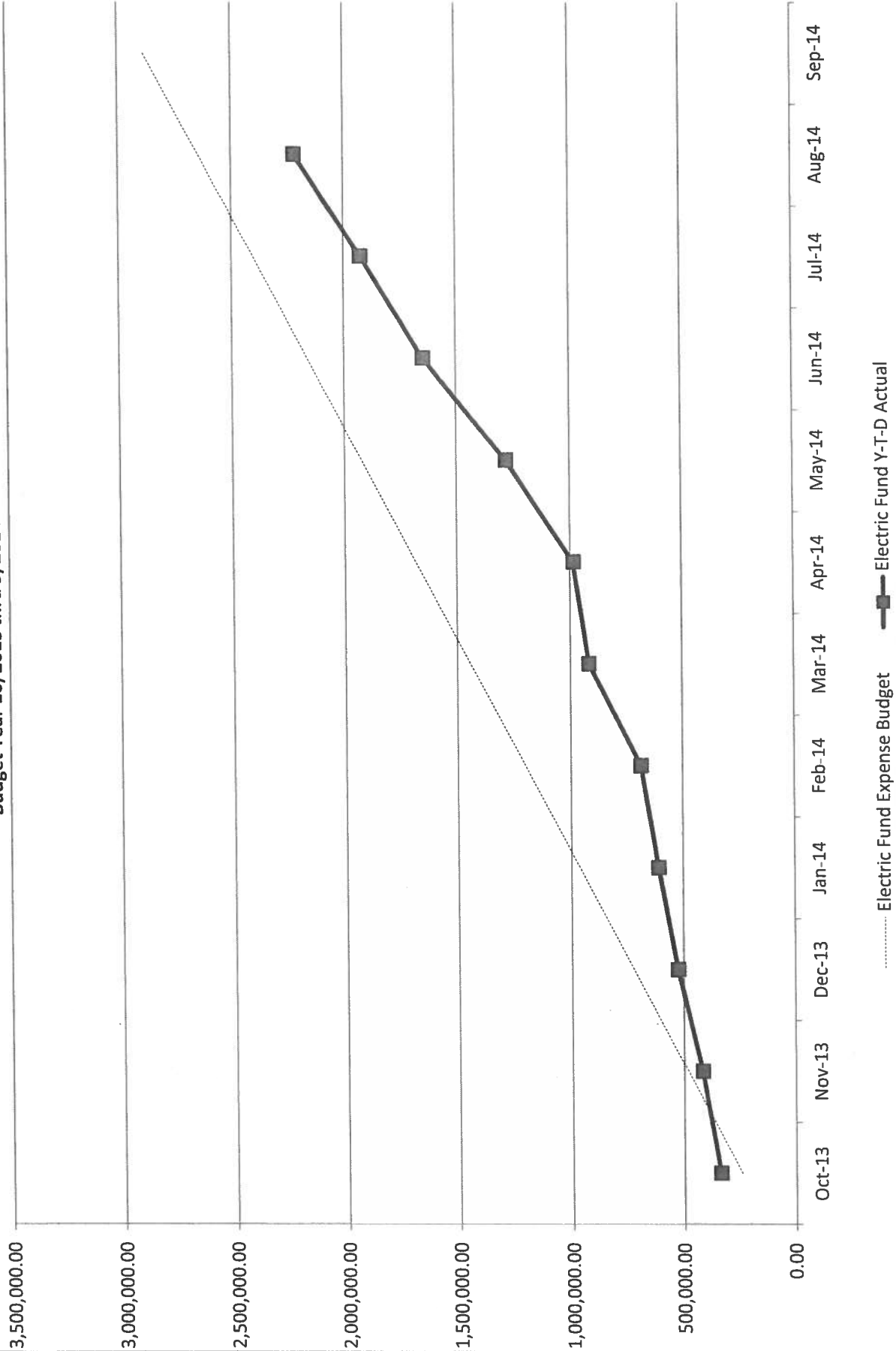
Electric Fund Surcharge Revenue Progress

Budget Year 10/2013 thru 9/2014



Electric Fund Expense

Budget Year 10/2013 thru 9/2014



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

715-ELECTRIC FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	2,999,329	343,457.82	1,642,222.92	0.00	1,357,106.08	54.75
TOTAL REVENUES	2,999,329	343,457.82	1,642,222.92	0.00	1,357,106.08	54.75
<u>EXPENDITURE SUMMARY</u>						
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	246,845	29,875.26	180,878.72	0.00	65,966.28	73.28
CONTRACTS & PROF. SVCS	155,300	7,060.41	135,652.41	0.00	19,647.59	87.35
MISCELLANEOUS	341,000	5,935.17	233,333.74	0.00	107,666.26	68.43
MAINTENANCE	15,000	9,084.30	30,046.75	288.21	15,334.96	202.23
UTILITIES	3,100	640.95	2,856.04	0.00	243.96	92.13
SUPPLIES	871,500	169,071.06	507,834.58	0.00	363,665.42	58.27
MISCELLANEOUS	9,000	3,660.56	10,845.36	0.00	1,845.36	120.50
DEBT SERVICE	25,000	5,087.15	30,087.15	0.00	5,087.15	120.35
CAPITAL EXPENDITURES	612,912	5,731.27	442,167.98	118,420.00	52,324.02	91.46
TRANSFERS	704,050	58,670.83	645,379.13	0.00	58,670.87	91.67
TOTAL 37-ELECTRIC DEPT.	2,983,707	294,816.96	2,219,081.86	118,708.21	645,916.93	78.35
TOTAL EXPENDITURES	2,983,707	294,816.96	2,219,081.86	118,708.21	645,916.93	78.35
REVENUE OVER/(UNDER) EXPENDITURES	15,622	48,640.86	576,858.94	118,708.21	711,189.15	4,452.48

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

PAGE: 2

715-ELECTRIC FUND

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	1,000	1,110.00	3,422.50	0.00 (	2,422.50)	342.25
715.00.5744.000 PENALTIES	6,000	6,196.14	17,449.15	0.00 (	11,449.15)	290.82
715.00.5745.000 AGREEMENTS AND CONTRACTS	552,000	0.00	206,199.27	0.00	345,800.73	37.35
715.00.5751.000 ELECTRICITY SALES	1,752,429	304,054.22	1,252,216.53	0.00 (	500,212.47	71.46
715.00.5755.000 SURCHARGE	0	14,002.59	55,405.48	0.00 (	55,405.48)	0.00
715.00.5757.000 PCA (POWER COST ADJ)	0	18,079.92	33,283.81	0.00 (	33,283.81)	0.00
715.00.5762.000 INTEREST	400	14.95	190.37	0.00	209.63	47.59
715.00.5767.000 OTHER REVENUE	87,500	0.00	74,055.81	0.00	13,444.19	84.64
715.00.5799.000 4A SUPPORT	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	600,000	0.00	0.00	0.00	600,000.00	0.00
TOTAL 00-REVENUE	2,999,329	343,457.82	1,642,222.92	0.00	1,357,106.08	54.75
TOTAL REVENUE	2,999,329	343,457.82	1,642,222.92	0.00	1,357,106.08	54.75

City of Farmersville
Investment and Budget Report

August 2014

Prepared by: Daphne Hamlin

SUMMARY OF CASH BALANCES AUGUST 2014

ACCOUNT: FNB (0815)

	Restricted	Assigned	Account Balance
Clearing Accounts			
General Fund	\$	329,730.26	
Permit Fund	\$	(15,765.49)	
Refuse Fund	\$	73,065.25	
Water Fund	\$	(386,875.31)	
Wastewater Fund	\$	296,514.59	
Electric Fund	\$	(374,431.01)	
SRO Support ISD	\$	(9,175.83)	
CC Child Safety	\$	17,066.99	
Debt Service Revenue Payment(66.67%, \$228K)	\$	248,068.45	
2012 Bond	\$	(426.77)	
Disbursement Fund	\$	(98,640.08)	
Library Donation Fund	\$	1,619.78	
Court Tech/Sec	\$	23,463.64	
Grants	\$	(241,938.94)	
CC Bond Farmersville Parkway	\$	180,000.86	
CC Bond Floyd	\$	(49,667.75)	
Equipment Replacement	\$	5,322.29	
TOTAL:	\$	75,692.64	\$ (77,761.71) \$ (2,069.07)

Debt Service Accounts			
County Tax Deposit (FNB 0807)(Debt Service)	\$	43,161.92	
Debt Service Reserve (Texpool 0014) (2 months rsv)	\$	107,734.82	
TOTAL:	\$	150,896.74	\$ 150,896.74

Appropriated Surplus Investment Accounts			
Customer meter deposits (Texpool 0008)	\$	107,526.55	
Fire Equipment Fund (Texpool 018)	\$	38,517.65	
2012 Anticipation Note Elec Fund (Texstar 1120)	\$	200,101.20	
2012 G/O Bond, streets, water, wastewater (Texstar 0120)	\$	1,572,024.42	-
TOTAL:	\$	1,918,169.82	\$ - \$ 1,918,169.82

Unassigned Surplus Investment Accounts			
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day Reserve)	\$	668,525.00	\$ 40,796.44
Refuse Fund Acct. (Texpool 0009)	\$	75,246.84	
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$	423,138.40	
Water/WW Fund (Texpool 00017)(Capital)	\$	390,772.96	
Elec. Fund (Texpool 0005) (Operating)	\$	50,000.00	
Elec. Fund (Texpool 0016)(Capital)	\$	129,575.39	
Elec. Surcharge (Texpool 0015)	\$	120,842.27	
Money Market Acct. (FNB 092)			\$ 172,905.65
TOTAL:	\$	1,858,100.86	\$ 213,702.09 \$ 2,071,802.95

Contractor Managed Accounts Nonspendable			
NTMWD Sewer Plant Maint. Fund	\$	13,844.00	
Sharyland PCRF Fund	\$	296,074.00	
TOTAL APPROPRIATED SURPLUS	\$	309,918.00	\$ - \$ 309,918.00
TOTAL CASH & INVESTMENT ACCOUNTS	\$	4,312,778.06	\$ 135,940.38 \$ 4,448,718.44

SUMMARY OF CASH BALANCES AUGUST 2014

FEDC 4A Board Investment & Checking Account				
FEDC 4A Checking Account(Independent Bank 3124)	\$	264,722.34		
FEDC 4A Investment Account (Texpool 0001)	\$	366,615.52		
FEDC 4A Certificate of Deposit (Independent Bank)	\$	250,000.00		
TOTAL:	\$	881,337.86	\$	- \$ 881,337.86

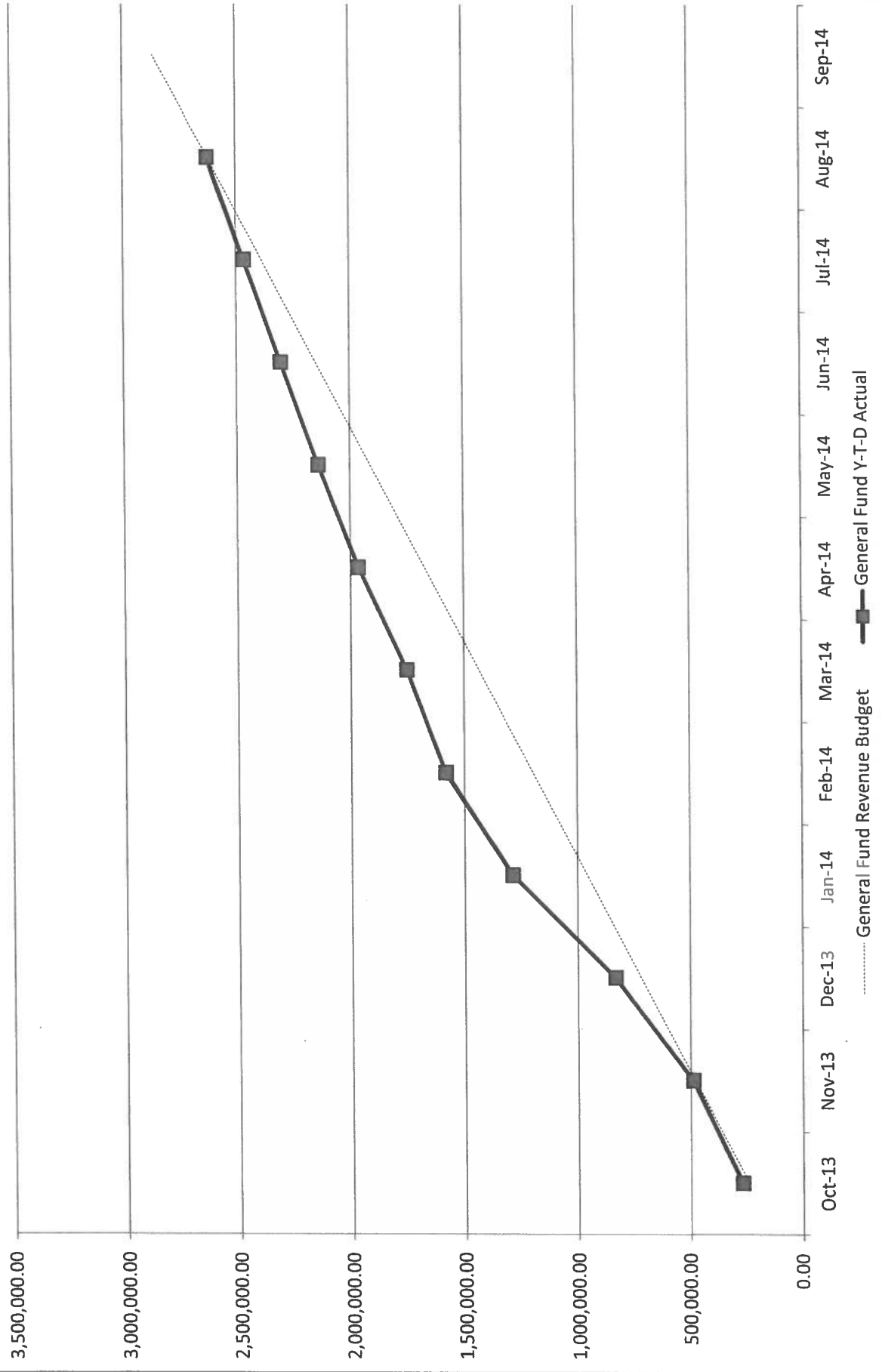
FCDC 4B Board Investment & Checking Account				
FCDC 4B Checking Account (Independent Bank 3035)	\$	104,699.25		
FCDC 4B Investment Account (Texpool 0001)	\$	84,834.89		
TOTAL:	\$	189,534.14	\$	- \$ 189,534.14

TIRZ Account				
County Tax Deposits (FNB 0815)	\$	12,768.06		
TOTAL:	\$	12,768.06	\$	- \$ 12,768.06

Note: Salmon color used to indicate an item dedicated to a specific project or need

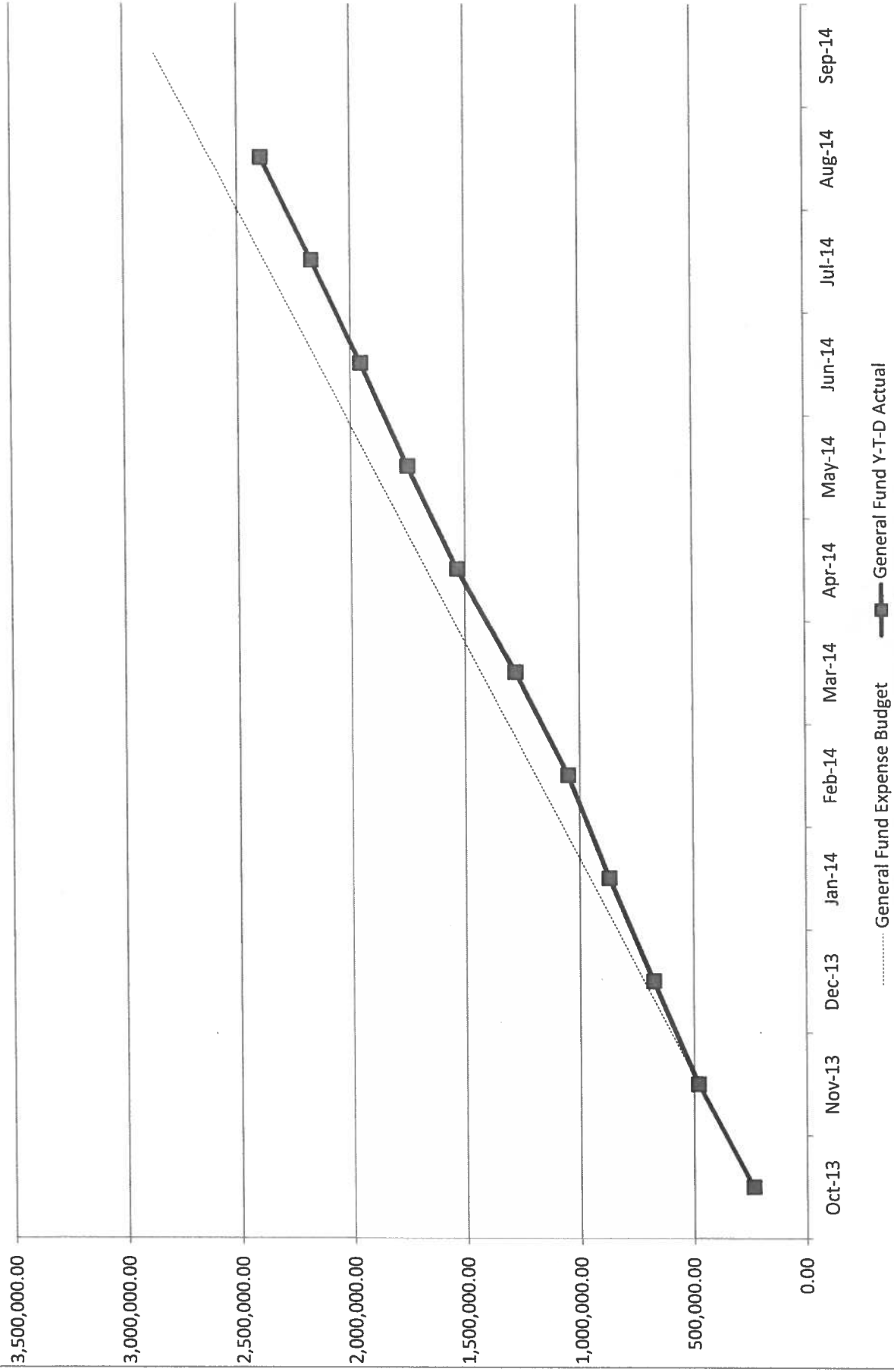
General Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

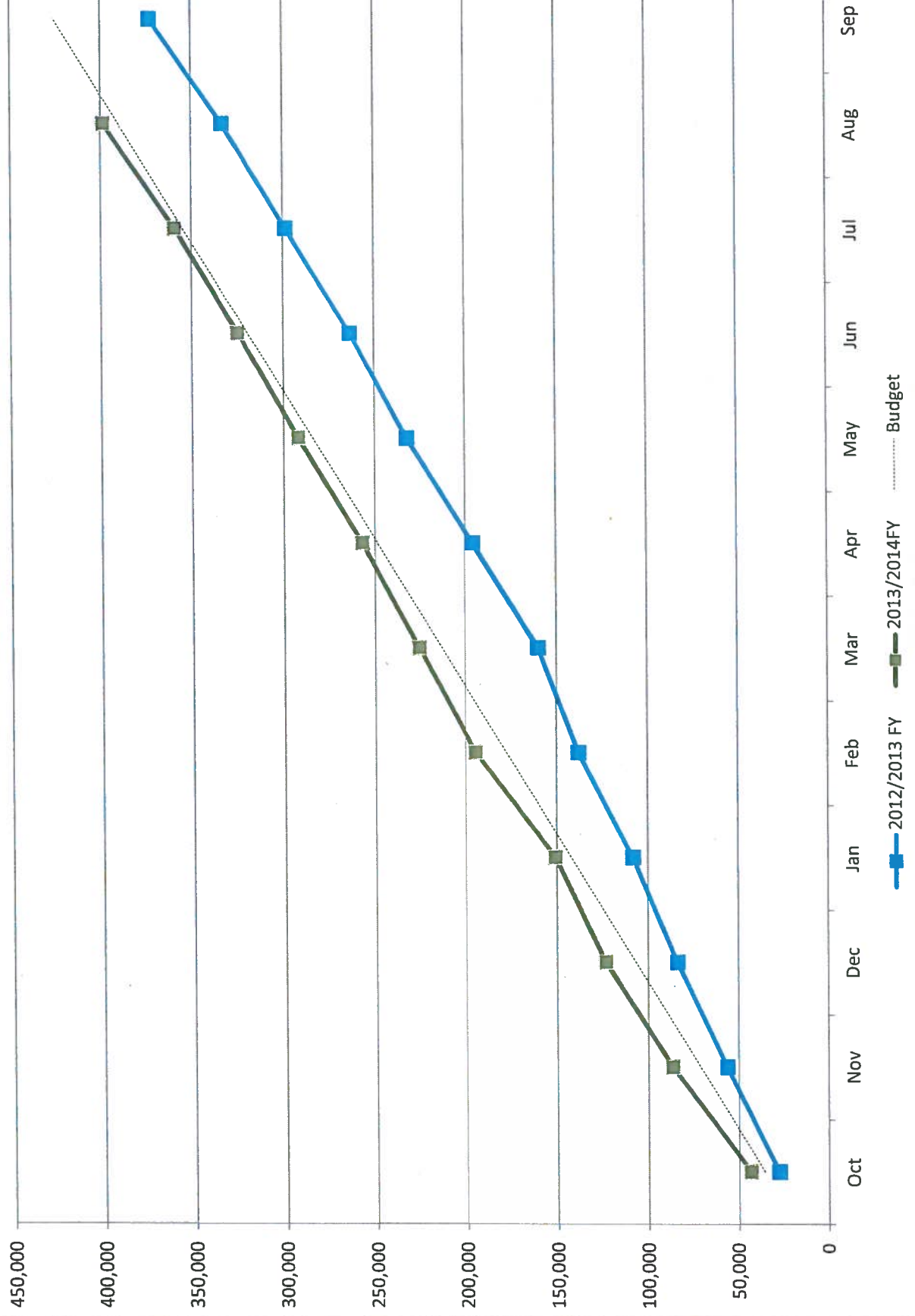


General Fund Expense

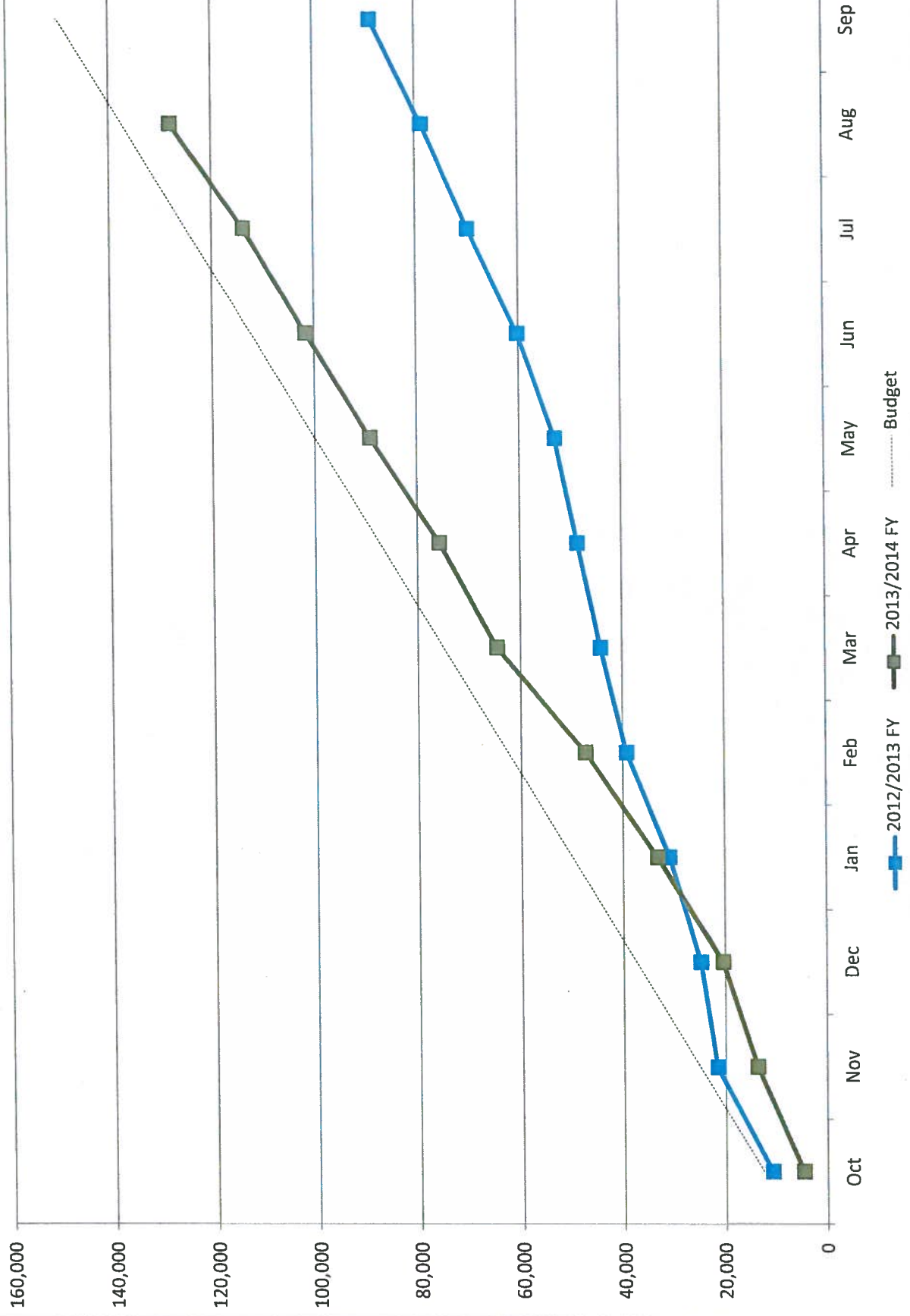
Budget Year 10/2013 thru 9/2014



Sales Tax Chart



Municipal Court Comparison Chart



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	2,863,094	160,762.70	2,627,805.53	0.00	235,288.47	91.78
TOTAL REVENUES	2,863,094	160,762.70	2,627,805.53	0.00	235,288.47	91.78
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	170.00	1,870.00	0.00	170.00	91.67
CONTRACTS & PROF. SVCS	150	0.00	0.00	0.00	150.00	0.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	33,700	1,703.23	25,254.30	0.00	8,445.70	74.94
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	35,890	1,873.23	27,124.30	0.00	8,765.70	75.58
12-ADMINISTRATION						
PERSONNEL SERVICES	190,830	13,356.68	170,312.54	0.00	20,517.46	89.25
CONTRACTS & PROF. SVCS	94,585	10,413.25	99,907.55	0.00	5,322.55	105.63
MAINTENANCE	70,865	3,550.42	58,817.77	0.00	12,047.23	83.00
UTILITIES	21,150	1,731.35	17,382.99	0.00	3,767.01	82.19
SUPPLIES	22,000	3,310.47	21,705.80	0.00	294.20	98.66
MISCELLANEOUS	34,100	823.36	27,454.06	0.00	6,645.94	80.51
CAPITAL EXPENDITURES	24,000	2,744.30	2,744.30	0.00	21,255.70	11.43
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	457,530	35,929.83	398,325.01	0.00	59,204.99	87.06
14-MUNICIPAL COURT						
PERSONNEL SERVICES	120,781	9,727.06	105,294.63	0.00	15,486.37	87.18
CONTRACTS & PROF. SVCS	24,986	1,250.00	19,444.30	0.00	5,541.70	77.82
MAINTENANCE	9,889	390.49	7,069.26	0.00	2,819.74	71.49
UTILITIES	1,200	101.62	923.19	0.00	276.81	76.93
SUPPLIES	10,750	1,348.15	10,536.73	0.00	213.27	98.02
MISCELLANEOUS	7,300	389.68	5,779.66	0.00	1,520.34	79.17
CAPITAL EXPENDITURES	40,000	0.00	41,114.24	0.00	1,114.24	102.79
TOTAL 14-MUNICIPAL COURT	214,906	13,207.00	190,162.01	0.00	24,743.99	88.49
15-LIBRARY						
PERSONNEL SERVICES	88,497	6,849.92	80,555.61	0.00	7,941.39	91.03
CONTRACTS & PROF. SVCS	250	0.00	57.30	0.00	192.70	22.92
MAINTENANCE	40,288	3,782.25	25,135.10	0.00	15,152.90	62.39
UTILITIES	9,700	261.95	7,263.78	0.00	2,436.22	74.88
SUPPLIES	3,610	55.19	2,567.51	0.00	1,042.49	71.12
MISCELLANEOUS	5,400	400.00	4,980.74	0.00	419.26	92.24

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

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100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
CAPITAL EXPENDITURES	15,000	2,066.72	13,734.89	0.00	1,265.11	91.57
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	162,745	13,416.03	134,294.93	0.00	28,450.07	82.52
16-CIVIC/CENTER						
UTILITIES	16,000	1,082.19	10,533.59	0.00	5,466.41	65.83
TOTAL 16-CIVIC/CENTER	16,000	1,082.19	10,533.59	0.00	5,466.41	65.83
21-POLICE DEPT.						
PERSONNEL SERVICES	644,454	51,105.36	579,084.38	0.00	65,369.62	89.86
CONTRACTS & PROF. SVCS	41,312	159.60	32,850.69	0.00	8,461.31	79.52
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
MAINTENANCE	76,916	4,412.90	70,647.53	0.00	6,268.47	91.85
UTILITIES	33,120	2,685.38	25,904.87	0.00	7,215.13	78.22
SUPPLIES	65,408	10,330.00	56,739.66	0.00	8,668.34	86.75
MISCELLANEOUS	18,120	251.00	13,138.95	0.00	4,981.05	72.51
CAPITAL EXPENDITURES	27,000	962.56	22,347.67	0.00	4,652.33	82.77
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	906,330	67,981.68	800,713.75	0.00	105,616.25	88.35
22-FIRE DEPT.						
PERSONNEL SERVICES	108,225	7,202.82	108,079.72	0.00	145.28	99.87
CONTRACTS & PROF. SVCS	46,395	41,813.78	42,867.38	0.00	3,527.62	92.40
MISCELLANEOUS	1,500	0.00	239.37	0.00	1,260.63	15.96
MAINTENANCE	32,748	3,240.83	22,288.21	83.52	10,376.27	68.31
UTILITIES	720	105.98	451.96	0.00	268.04	62.77
SUPPLIES	27,599	1,028.60	17,285.06	0.00	10,313.94	62.63
MISCELLANEOUS	12,890	0.00	10,570.72	0.00	2,319.28	82.01
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	230,077	53,392.01	201,782.42	83.52	28,211.06	87.74
34-STREET SYSTEM						
PERSONNEL SERVICES	106,316	4,587.88	84,586.83	0.00	21,729.17	79.56
CONTRACTS & PROF. SVCS	35,887	522.57	31,212.71	0.00	4,674.29	86.97
MISCELLANEOUS	51,562	1,167.04	29,840.33	0.00	21,721.67	57.87
MAINTENANCE	6,500	310.85	6,008.59	0.00	491.41	92.44
UTILITIES	50,565	590.55	34,994.41	0.00	15,570.59	69.21
SUPPLIES	11,000	1,525.75	9,644.19	0.00	1,355.81	87.67
MISCELLANEOUS	500	0.00	19.65	0.00	480.35	3.93
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	262,330	8,704.64	196,306.71	0.00	66,023.29	74.83
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	95,820	6,111.73	85,778.35	0.00	10,041.65	89.52
CONTRACTS & PROF. SVCS	18,000	1,278.66	14,705.85	0.00	3,294.15	81.70
MISCELLANEOUS	25,500	835.37	24,902.63	5,000.00	4,402.63	117.27
MAINTENANCE	58,794	505.04	34,761.00	0.00	24,033.00	59.12
UTILITIES	13,035	635.24	9,865.06	0.00	3,169.94	75.68
SUPPLIES	2,500	0.00	0.00	0.00	2,500.00	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

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100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	21,500	0.00	0.00	0.00	21,500.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	235,149	9,366.04	170,012.89	5,000.00	60,136.11	74.43
<u>39-PARKS</u>						
PERSONNEL SERVICES	60,661	5,429.97	46,922.93	0.00	13,738.07	77.35
CONTRACTS & PROF. SVCS	83,750	4,385.66	75,456.95	0.00	8,293.05	90.10
MISCELLANEOUS	21,250	4,251.41	18,776.66	2,290.73	182.61	99.14
MAINTENANCE	14,000	2,022.00	12,337.10	0.00	1,662.90	88.12
UTILITIES	75,840	2,599.61	30,605.63	0.00	45,234.37	40.36
SUPPLIES	12,400	77.79	9,635.38	0.00	2,764.62	77.70
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 39-PARKS	267,901	18,766.44	193,734.65	2,290.73	71,875.62	73.17
<u>71-DEBT SERVICE</u>						
DEBT SERVICE	71,066	0.00	71,065.37	0.00	0.63	100.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	71,066	0.00	71,065.37	0.00	0.63	100.00
TOTAL EXPENDITURES	2,859,924	223,719.09	2,394,055.63	7,374.25	458,494.12	83.97
REVENUE OVER/(UNDER) EXPENDITURES	3,170 (	62,956.39)	233,749.90 (	7,374.25) (	223,205.65)	7,141.19

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

100-GENERAL FUND

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE	707,673	2,753.96	689,816.45	0.00	17,856.55	97.48
100.00.5711.000 AD VALOREM TAX	0	0.00	0.00	0.00	0.00	0.00
100.00.5712.000 CC CONV FEE COURT	15,000	494.75	16,308.09	0.00	1,308.09	108.72
100.00.5713.000 DEL. TAX, PEN. & INT.	0	0.00	0.00	0.00	0.00	0.00
100.00.5714.000 CC CONV FEE UTILITY	10,453	0.00	12,768.06	0.00	2,315.06	122.15
100.00.5715.000 TIRZ	425,000	39,471.00	398,737.50	0.00	26,262.50	93.82
100.00.5721.000 SALES TAX	850	0.00	1,232.46	0.00	382.46	145.00
100.00.5722.000 BEVERAGE TAX	0	0.00	0.00	0.00	0.00	0.00
100.00.5730.000 FRANCHISE FEES - GARBAGE	22,961	0.00	22,961.17	0.00	0.17	100.00
100.00.5731.000 FRANCHISE FEES - GAS	10,800	4,860.00	25,740.00	0.00	14,940.00	238.33
100.00.5732.000 SKYBEAM	5,500	0.00	5,674.25	0.00	174.25	103.17
100.00.5733.000 ELEC. FUND FRANCHISE FEE	5,000	752.86	4,456.24	0.00	543.76	89.12
100.00.5734.000 FRANCHISE FEES - TELE.	13,000	3,140.31	13,569.90	0.00	569.90	104.38
100.00.5735.000 FRANCHISE FEES - CABLE	0	0.00	0.00	0.00	0.00	0.00
100.00.5736.000 FRANCHISE FEES - OTHER	25,000	291.79	35,906.81	0.00	10,906.81	143.63
100.00.5741.000 PERMITS & INSPECTIONS	2,000	0.00	0.00	0.00	2,000.00	0.00
100.00.5742.000 PLANNING & ZONING FEES	100	0.00	123.00	0.00	23.00	123.00
100.00.5743.000 FEES	150,000	14,127.12	128,051.60	0.00	21,948.40	85.37
100.00.5744.000 PENALTIES	110,997	0.00	110,976.03	0.00	20.97	99.98
100.00.5745.000 CNTY FIRE RUNS	1,000	50.00	1,200.00	0.00	200.00	120.00
100.00.5746.000 ONION SHED RENTAL	14,800	0.00	15,119.33	0.00	319.33	102.16
100.00.5747.000 COUNTY LIBRARY FUND	0	0.00	14.00	0.00	14.00	0.00
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	60.91	0.00	60.91	0.00
100.00.5749.000 MUN. CT. BLDG. SECURITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5750.000 LAMKIN MEMORIAL	0	0.00	81.21	0.00	81.21	0.00
100.00.5751.000 MUN. CT. TECHNOLOGY FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5754.000 GRANT PROCEEDS	15,205	1,395.65	13,815.43	0.00	1,389.57	90.86
100.00.5758.000 T-MOBILE LEASE	9,105	0.00	9,105.00	0.00	0.00	100.00
100.00.5759.000 GAMING MACHINE LICENSE	0	0.00	0.00	0.00	0.00	0.00
100.00.5760.000 SRO SUPPORT	250	22.51	302.37	0.00	52.37	120.95
100.00.5762.000 INTEREST EARNED	600	600.00	600.00	0.00	0.00	100.00
100.00.5763.000 FEDC 4A STAFF SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5764.000 FCDC IMPROVEMENTS	12,000	0.00	11,000.00	0.00	1,000.00	91.67
100.00.5765.000 RENT E. TX. MED CTR.	0	0.00	0.00	0.00	0.00	0.00
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	5,400	1,758.25	7,201.69	0.00	1,801.69	133.36
100.00.5768.000 S W BELL LEASE	25,000	502.56	19,351.75	0.00	5,648.25	77.41
100.00.5769.000 OTHER INCOME	0	0.00	0.00	0.00	0.00	0.00
100.00.5770.000 C.C. CHILD SAFETY	0	0.00	0.00	0.00	0.00	0.00
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	3,400	1,276.80	4,900.30	0.00	4,900.30	0.00
100.00.5773.000 REVENUE RESCUE	3,500	0.00	4,124.26	0.00	724.26	121.30
100.00.5774.000 ALARM FEE	0	25.00	3,280.00	0.00	220.00	93.71
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	0.00	0.00	0.00	0.00
100.00.5776.000 LIBRARY GRANT TIF	0	0.00	0.00	0.00	0.00	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5790.000 COURT BOY CORRECTION	0	0.00	0.00	0.00	0.00	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

PAGE: 5

100-GENERAL FUND

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5791.000 4B SUPPORT REVENUE	0	500.00	500.00	0.00 (	500.00)	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	18,984.02	0.00	1,725.98	91.67
100.00.5793.000 RENT RECEIVED	3,600	300.00	3,300.00	0.00	300.00	91.67
100.00.5794.000 CIVIC RENT	5,500	162.50	5,731.50	0.00 (	231.50)	104.21
100.00.5795.000 4B SALARY	57,455	0.00	57,454.60	0.00	0.40	100.00
100.00.5796.000 KCS RAILWAY MOWING	0	0.00	0.00	0.00	0.00	0.00
100.00.5797.000 MARKETING	23,110	0.00	23,110.00	0.00	0.00	100.00
100.00.5798.000 STEP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,045,625	87,135.40	962,247.60	0.00	83,377.40	92.03
100.00.5992.000 SALE OF FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	0	0.00	0.00	0.00	0.00	0.00
100.00.5998.000 TRANS.IN- GEN.FND.SURPLU	112,500	0.00	0.00	0.00	112,500.00	0.00
100.00.5999.000 TRANS.IN-PARK IMP.SURPLU	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	2,863,094	160,762.70	2,627,805.53	0.00	235,288.47	91.78

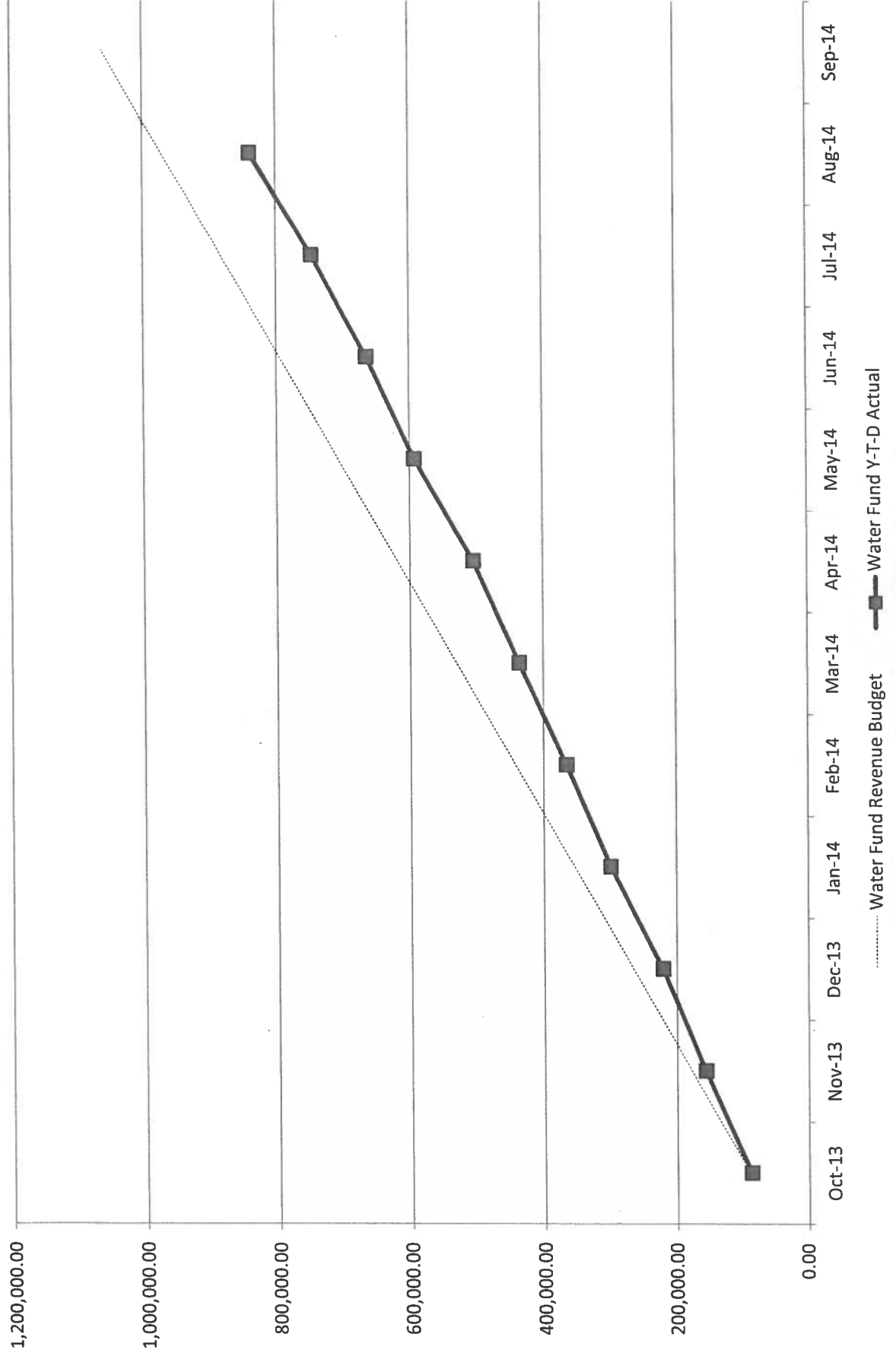
TOTAL REVENUE

235,288.47

91.78

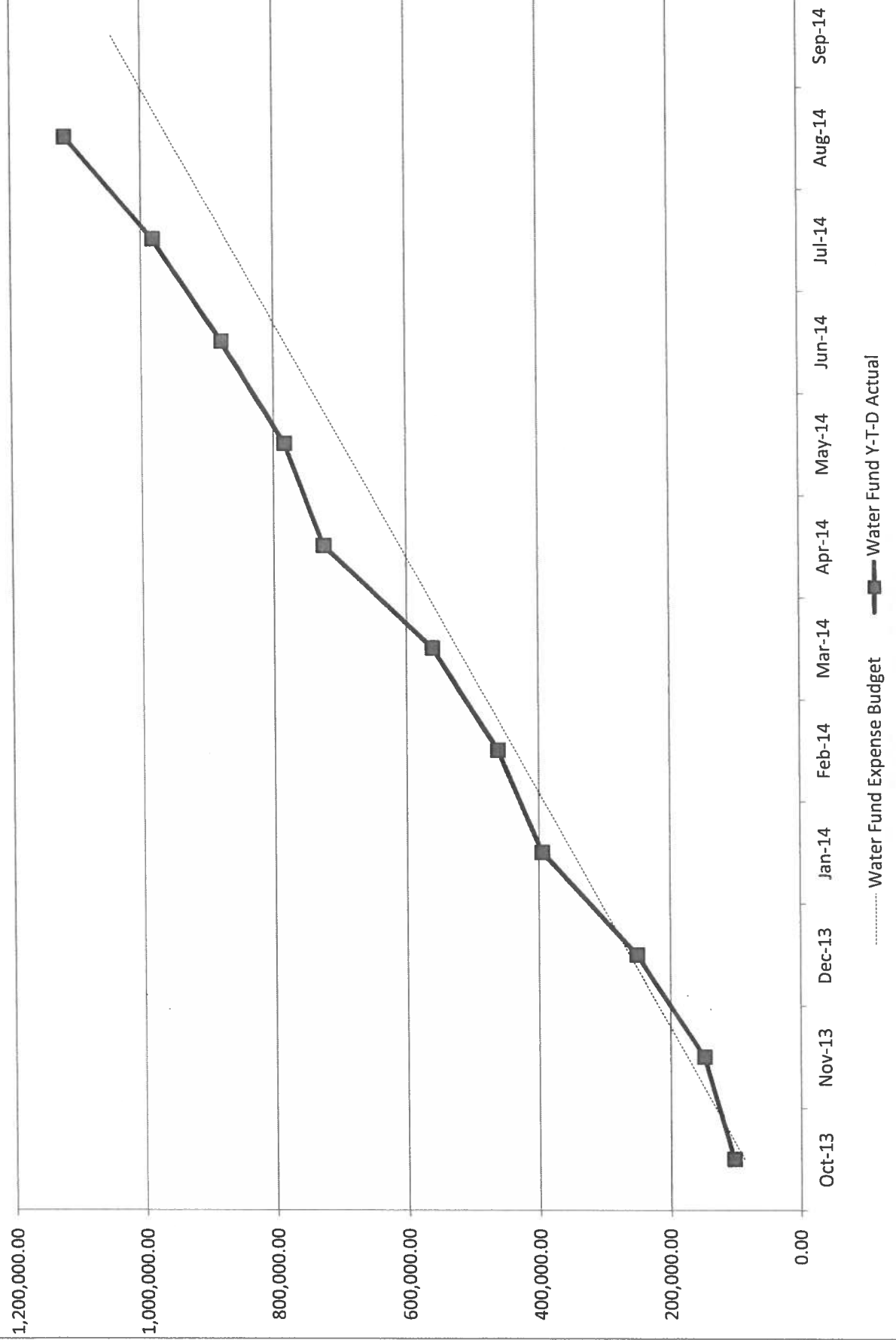
Water Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

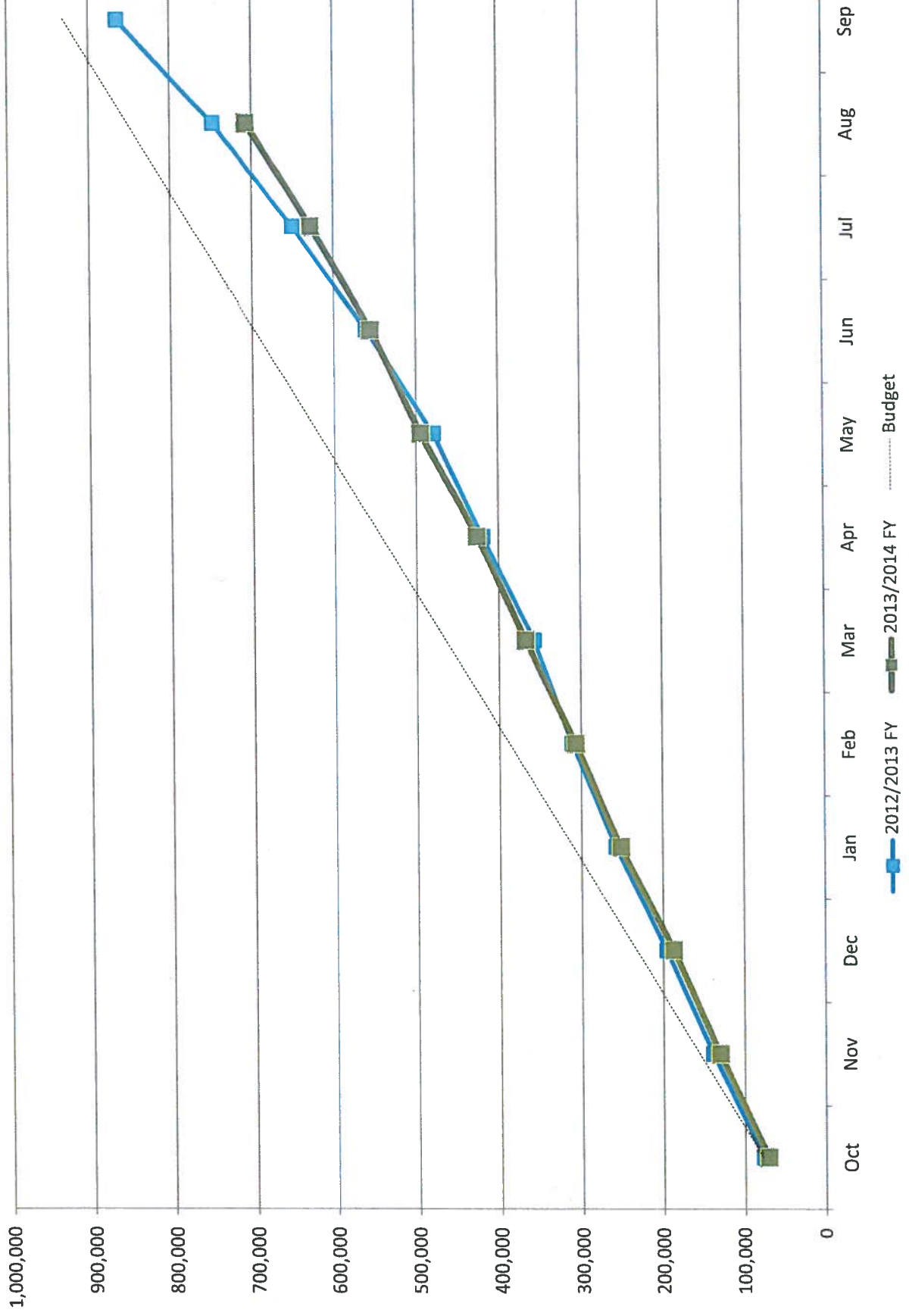


Water Fund Expense

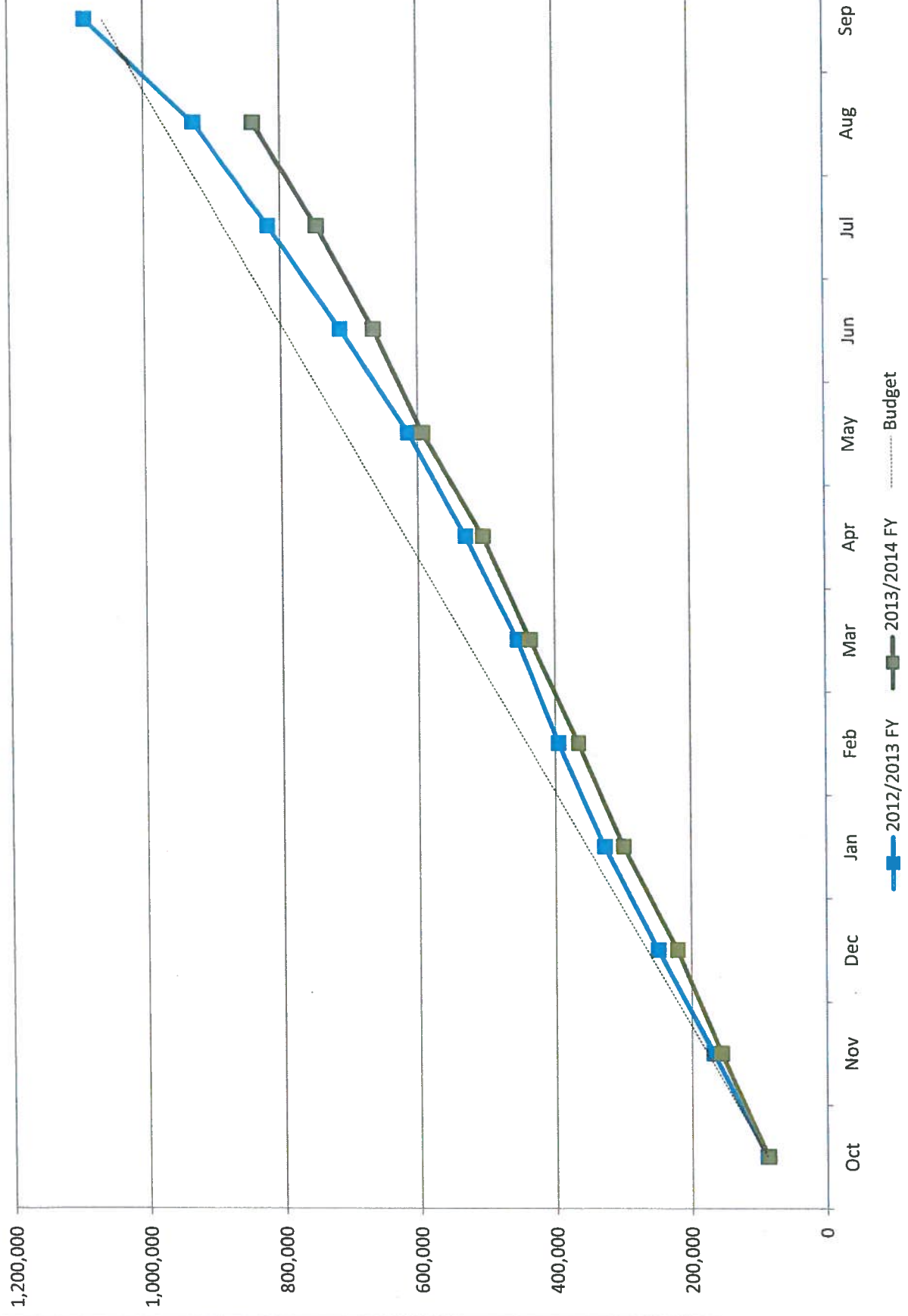
Budget Year 10/2013 thru 9/2014



City Water Sales



Water Revenue Comparison Chart



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

700-WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,061,120	92,918.72	839,792.89	0.00	221,327.11	79.14
TOTAL REVENUES	1,061,120	92,918.72	839,792.89	0.00	221,327.11	79.14
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION	62,190	9,416.28	116,577.23	0.00	54,387.23	187.45
PERSONNEL SERVICES	150	0.00	114.60	0.00	35.40	76.40
CONTRACTS & PROF. SVCS	12,589	52.00	15,320.86	0.00	2,731.86	121.70
MAINTENANCE	18,000	384.74	12,990.33	0.00	5,009.67	72.17
UTILITIES	500	0.00	210.50	0.00	289.50	42.10
SUPPLIES	2,150	772.66	3,529.05	0.00	1,379.05	164.14
MISCELLANEOUS	95,579	10,625.68	148,742.57	0.00	53,163.57	155.62
TOTAL 12-ADMINISTRATION						
52-STORM WATER SYSTEM	0	0.00	1,260.52	0.00	1,260.52	0.00
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	0	0.00	1,274.53	0.00	1,274.53	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	0	0.00	2,535.05	0.00	2,535.05	0.00
35-WATER DEPT.	132,869	18,064.36	200,959.63	0.00	68,090.63	151.25
PERSONNEL SERVICES	44,655	1,719.51	54,830.37	0.00	10,175.37	122.79
CONTRACTS & PROF. SVCS	77,050	3,203.45	73,793.04	0.00	3,256.96	95.77
MISCELLANEOUS	5,000	108.46	5,365.87	0.00	365.87	107.32
MAINTENANCE	32,200	2,178.95	21,218.91	0.00	10,981.09	65.90
UTILITIES	534,472	88,937.97	495,487.01	0.00	38,984.99	92.71
SUPPLIES	2,000	30.64	2,107.06	0.00	107.06	105.35
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	121,874	10,156.16	111,717.76	0.00	10,156.24	91.67
TRANSFERS	950,120	124,399.50	965,479.65	0.00	15,359.65	101.62
TOTAL 35-WATER DEPT.						
TOTAL EXPENDITURES	1,045,699	135,025.18	1,116,757.27	0.00	71,058.27	106.80
REVENUE OVER/ (UNDER) EXPENDITURES	15,421	(42,106.46)	(276,964.38)	0.00	292,385.38	1,796.02-

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

PAGE: 2

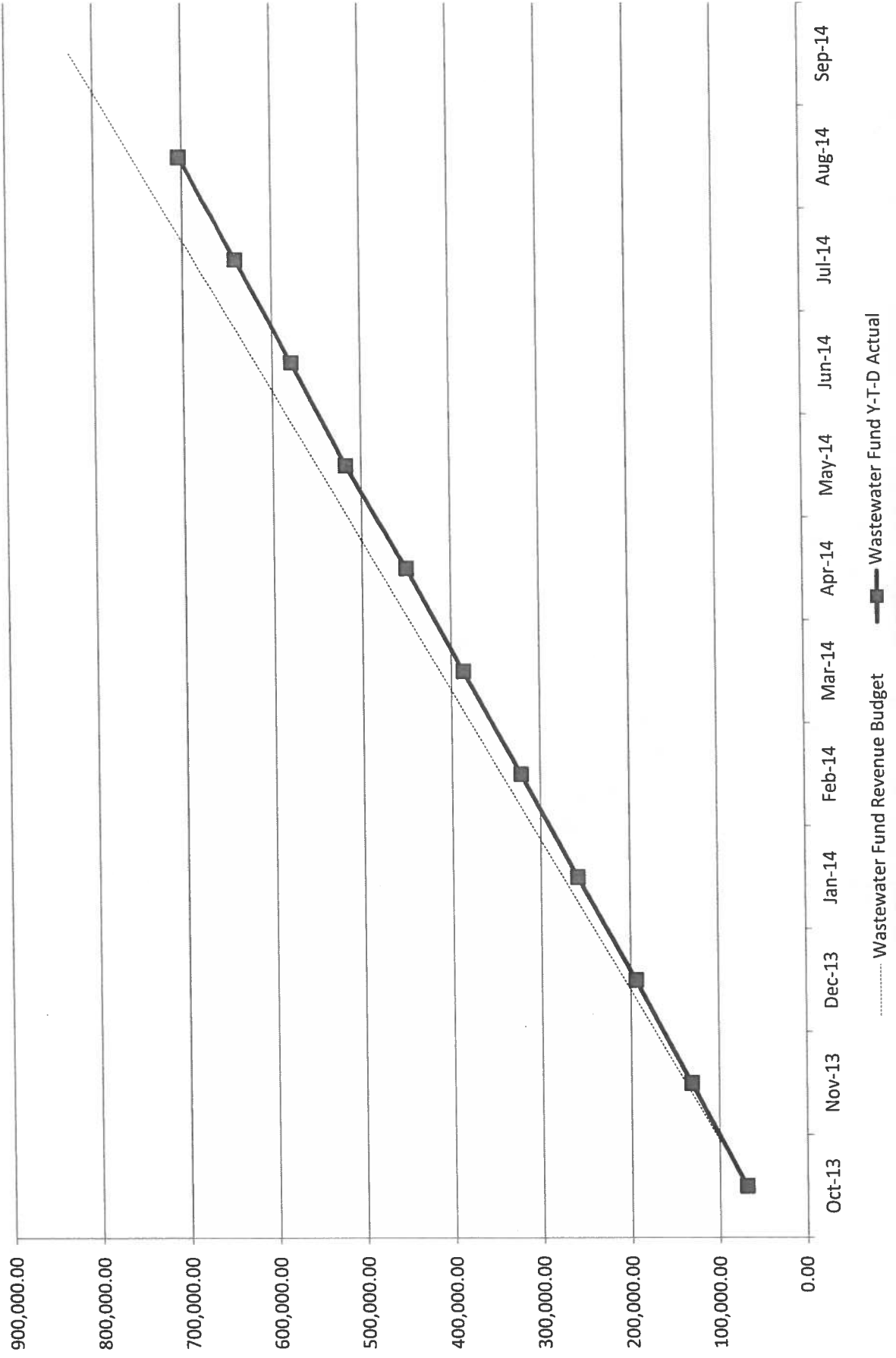
700-WATER FUND

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	3,500	350.00	3,118.20	0.00	381.80	89.09
700.00.5744.000 PENALTIES	18,000	1,250.84	13,045.30	0.00	4,954.70	72.47
700.00.5745.000 AGREEMENTS AND CONTRACTS	90,987	12,127.25	100,869.09	0.00	9,882.09	110.86
700.00.5746.000 IMPACT FEE	4,055	0.00	8,102.00	0.00	4,047.00	199.80
700.00.5751.000 CITY WATER SALES	930,898	79,086.02	707,656.23	0.00	223,241.77	76.02
700.00.5753.000 WATER TAP FEES	3,700	0.00	5,760.00	0.00	2,060.00	155.68
700.00.5762.000 INTEREST EARNED	1,500	49.61	517.13	0.00	982.87	34.48
700.00.5767.000 OTHER REVENUE	8,480	0.00	644.94	0.00	7,835.06	7.61
700.00.5769.000 OTHER REVENUE	0	55.00	80.00	0.00	80.00	0.00
TOTAL 00-REVENUE	1,061,120	92,918.72	839,792.89	0.00	221,327.11	79.14
TOTAL REVENUE	1,061,120	92,918.72	839,792.89	0.00	221,327.11	79.14

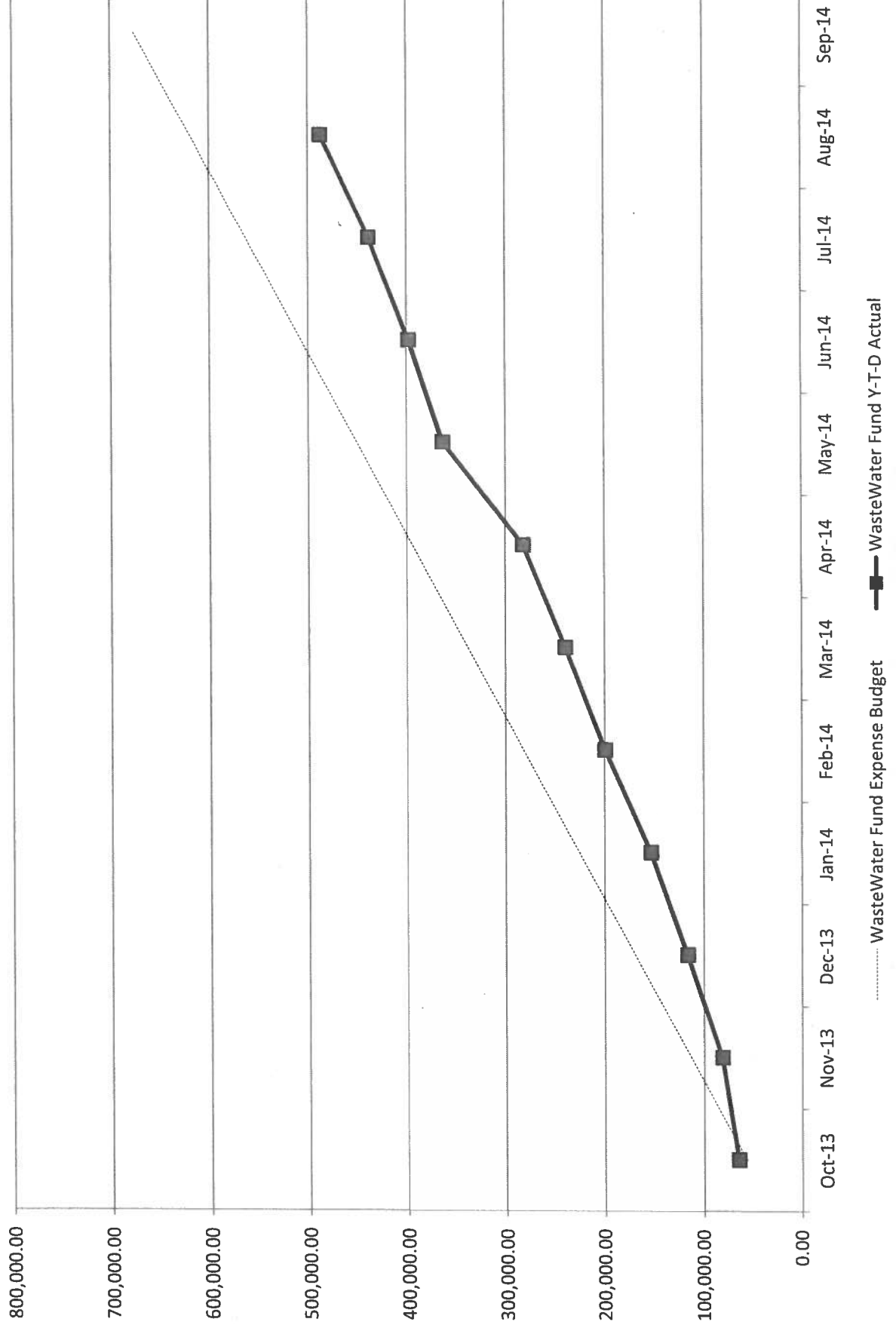
Wastewater Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

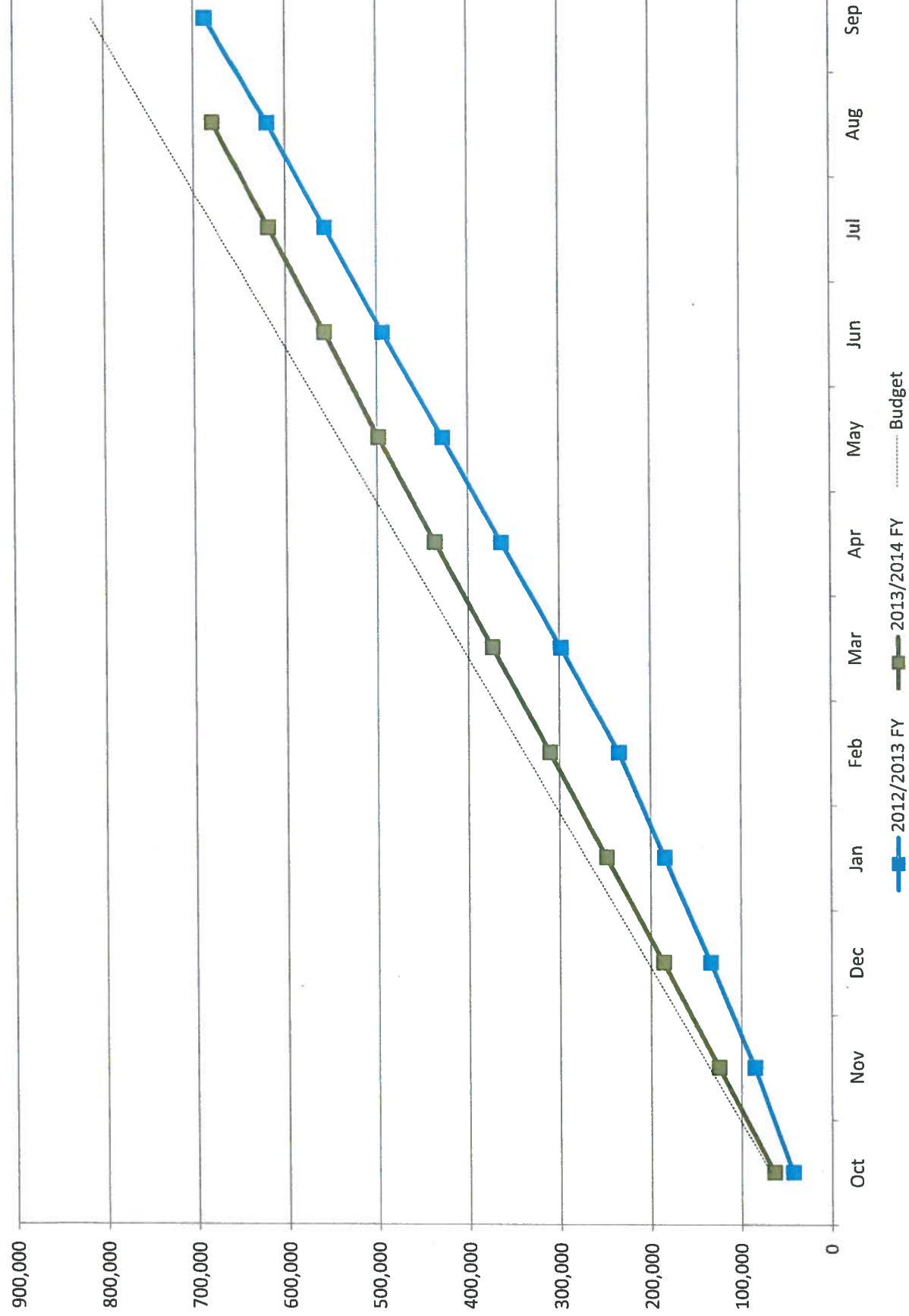


Wastewater Fund Expense

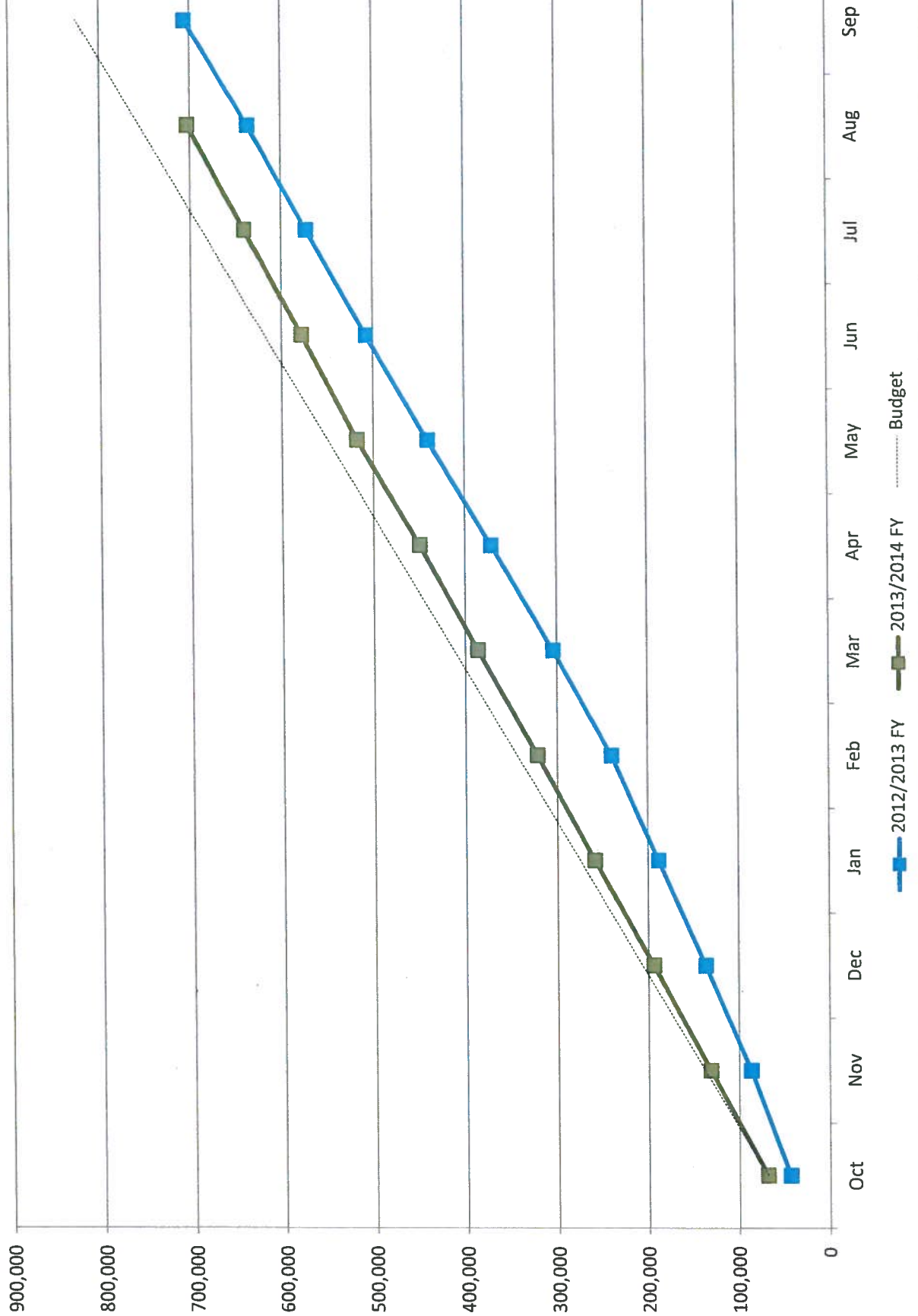
Budget Year 10/2013 thru 9/2014



City Sewer Sales



Wastewater Revenue Comparison Chart



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

00-REVENUE	825,489	62,509.24	703,476.08	0.00	122,012.92	85.22
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TOTAL REVENUES

	825,489	62,509.24	703,476.08	0.00	122,012.92	85.22
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EXPENDITURE SUMMARY

36-WASTEWATER SYSTEM

PERSONNEL SERVICES	164,385	2,660.00	48,202.51	0.00	116,182.49	29.32
CONTRACTS & PROF. SVCS	10,000	384.74	8,066.28	0.00	1,933.72	80.66
MISCELLANEOUS	8,500	0.00	15,238.35	0.00	6,738.35	179.27
MAINTENANCE	233,890	17,408.00	215,343.49	0.00	18,546.51	92.07
UTILITIES	8,750	726.22	8,086.59	0.00	663.41	92.42
SUPPLIES	0	1,525.75	5,909.12	0.00	5,909.12	0.00
MISCELLANEOUS	0	11.94	45.17	0.00	45.17	0.00
DEBT SERVICE	106,662	13,940.00	13,940.00	0.00	92,722.00	13.07
CAPITAL EXPENDITURES	0	0.00	39,848.00	0.00	39,848.00	0.00
TRANSFERS	144,601	12,050.88	132,550.88	0.00	12,050.12	91.67
TOTAL 36-WASTEWATER SYSTEM	676,788	48,682.85	487,230.39	0.00	189,557.61	71.99

TOTAL EXPENDITURES

	676,788	48,682.85	487,230.39	0.00	189,557.61	71.99
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REVENUE OVER/(UNDER) EXPENDITURES

	148,701	13,826.39	216,245.69	0.00	67,544.69	145.42
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CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

PAGE: 2

705-WASTEWATER

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	813,489	61,221.90	679,809.86	0.00	133,679.14	83.57
705.00.5743.000 FEES	0	90.00	90.00	0.00 (	90.00)	0.00
705.00.5744.000 PENALTIES	12,000	1,197.34	14,592.22	0.00 (	2,592.22)	121.60
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	0	0.00	8,384.00	0.00 (	8,384.00)	0.00
705.00.5753.000 SEWER TAP FEE	0	0.00	600.00	0.00 (	600.00)	0.00
705.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5768.000 SEWER BACKUP SERVICES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	825,489	62,509.24	703,476.08	0.00	122,012.92	85.22

TOTAL REVENUE

703,476.08

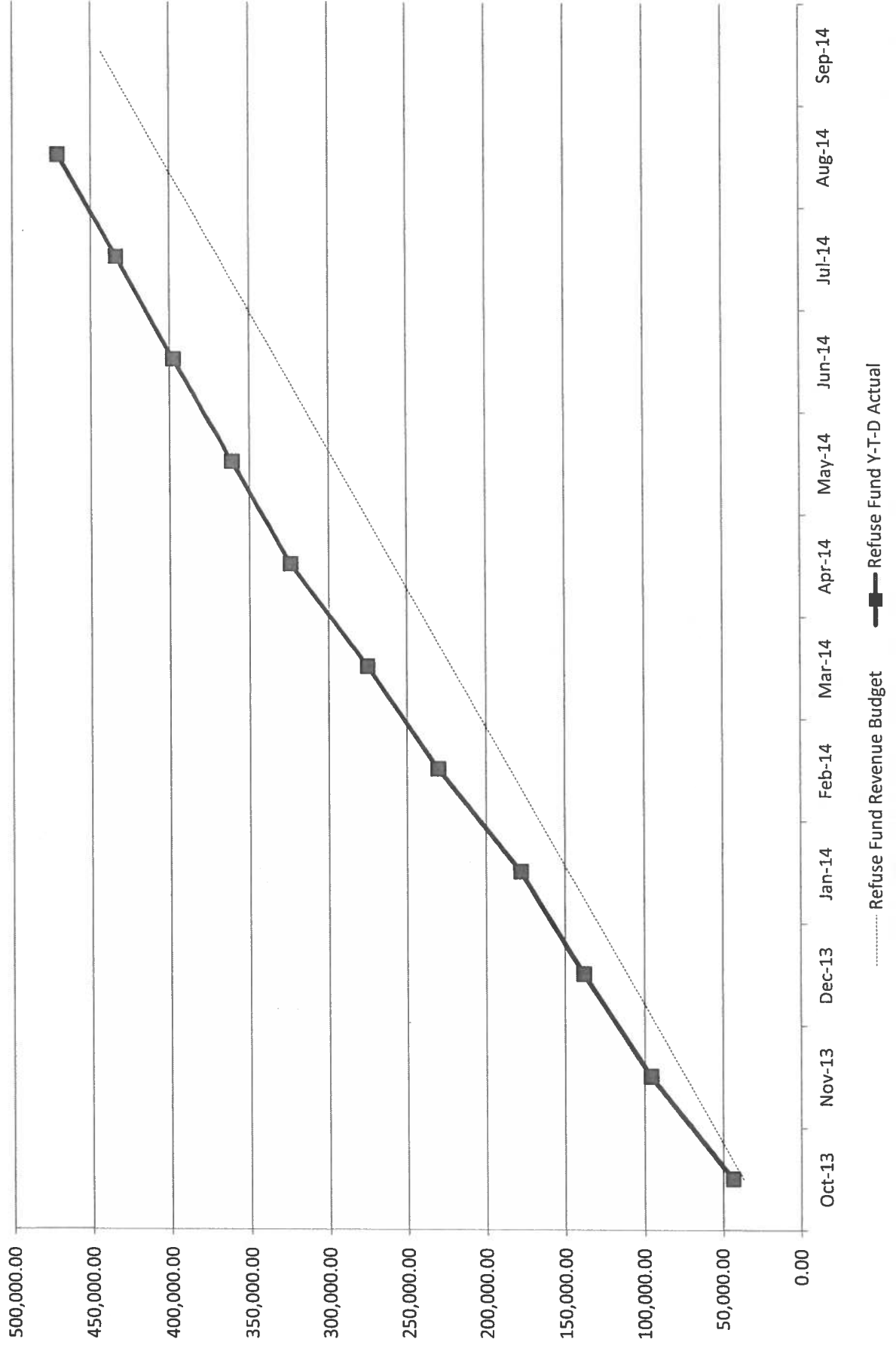
0.00

122,012.92

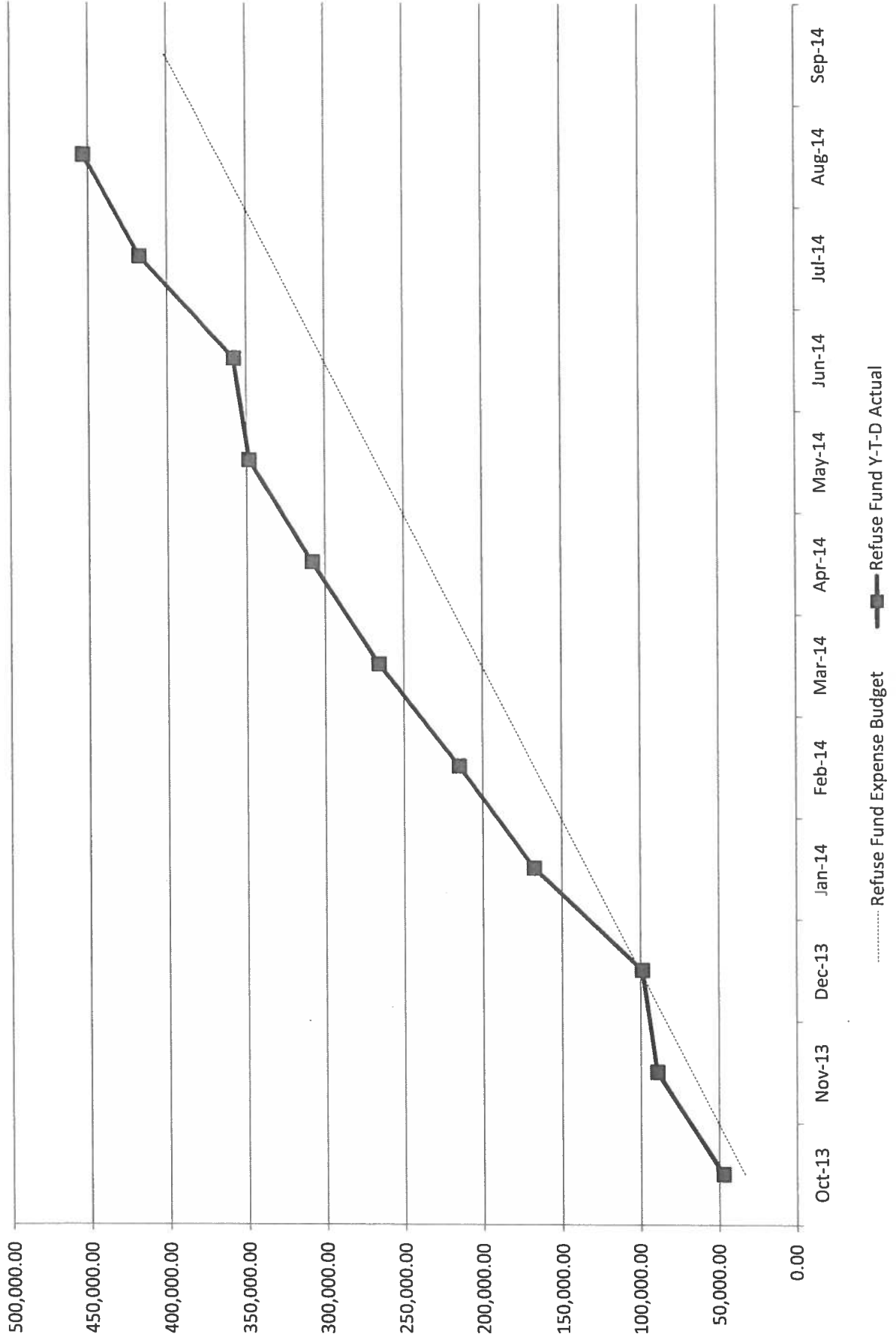
85.22

Refuse Fund Revenue Progress

Budget Year 10/2013 thru 9/2014



Refuse Fund Expense Budget Year 10/2013 thru 9/2014



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

00-REVENUE	443,682	36,900.98	470,999.58	0.00 (27,317.58)	106.16
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TOTAL REVENUES	443,682	36,900.98	470,999.58	0.00 (27,317.58)	106.16
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EXPENDITURE SUMMARY

32-REFUSE DEPT.					
PERSONNEL SERVICES	0	0.00	136.51	0.00 (136.51)	0.00
CONTRACTS & PROF. SVCS	324,130	29,216.99	382,007.97	0.00 (57,877.97)	117.86
MISCELLANEOUS	75,100	6,258.33	68,921.63	0.00 6,178.37	91.77
MAINTENANCE	0	0.00	0.00	0.00 0.00	0.00
UTILITIES	2,400	200.00	2,200.00	0.00 200.00	91.67
MISCELLANEOUS	0 (	8.14)	65.85)	0.00 65.85	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00 0.00	0.00
TRANSFERS	0	0.00	0.00	0.00 0.00	0.00
TOTAL 32-REFUSE DEPT.	401,630	35,667.18	453,200.26	0.00 (51,570.26)	112.84

35-WATER DEPT.					
SUPPLIES	0	0.00	0.00	0.00 0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00 0.00	0.00

TOTAL EXPENDITURES	401,630	35,667.18	453,200.26	0.00 (51,570.26)	112.84
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REVENUE OVER/ (UNDER) EXPENDITURES	42,052	1,233.80	17,799.32	0.00 24,252.68	42.33
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CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

PAGE: 2

720-REFUSE FUND

% OF YEAR COMPLETED: 91.67

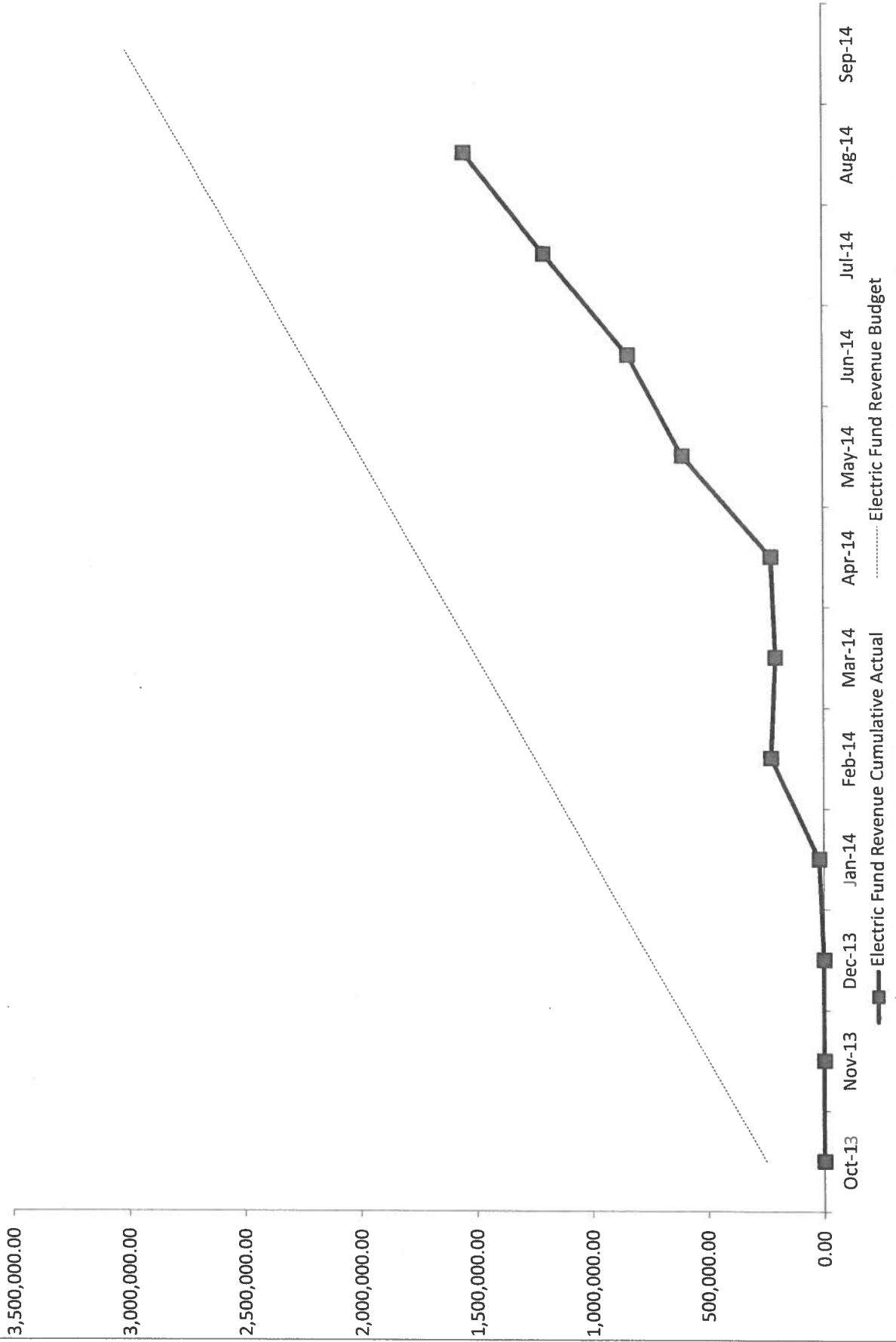
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	6,500	506.34	7,156.10	0.00 (	656.10)	110.09
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
720.00.5751.000 RESIDENTIAL TRASH COLL	240,227	20,853.33	224,174.04	0.00	16,052.96	93.32
720.00.5752.000 COMMERCIAL TRASH COLLECT	190,360	15,441.58	236,239.25	0.00 (	45,879.25)	124.10
720.00.5755.000 RECYCLE	4,970	17.50	2,912.00	0.00	2,058.00	58.59
720.00.5762.000 INTEREST EARNED	125	2.23	23.19	0.00	101.81	18.55
720.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5768.000 BRUSH AND CHIPPING AND P	1,500	80.00	495.00	0.00	1,005.00	33.00
TOTAL 00-REVENUE	443,682	36,900.98	470,999.58	0.00 (	27,317.58)	106.16

TOTAL REVENUE

443,682 36,900.98 470,999.58 0.00 (27,317.58) 106.16

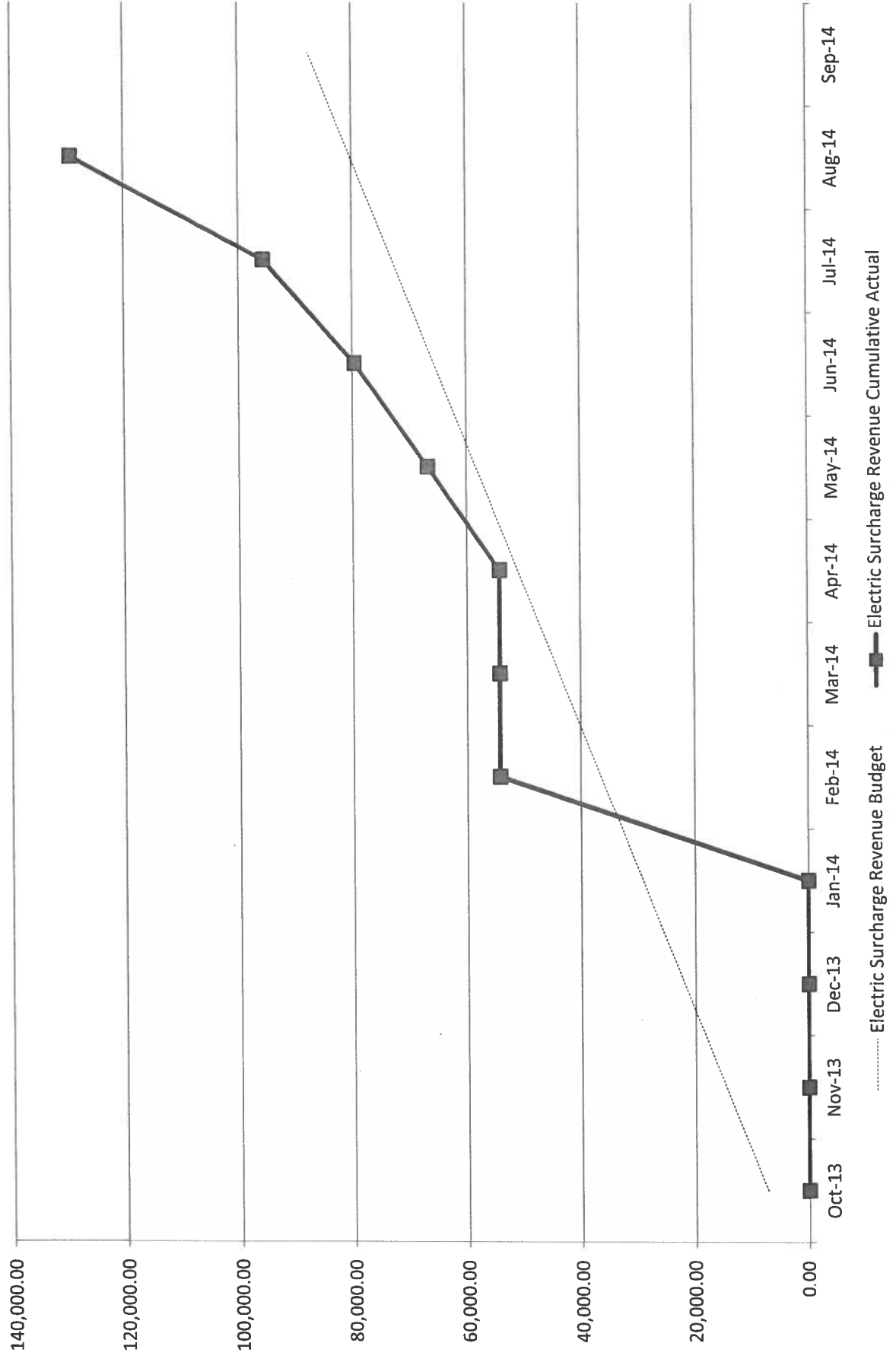
Electric Fund Revenue Progress

Budget Year 10/2013 thru 9/2014



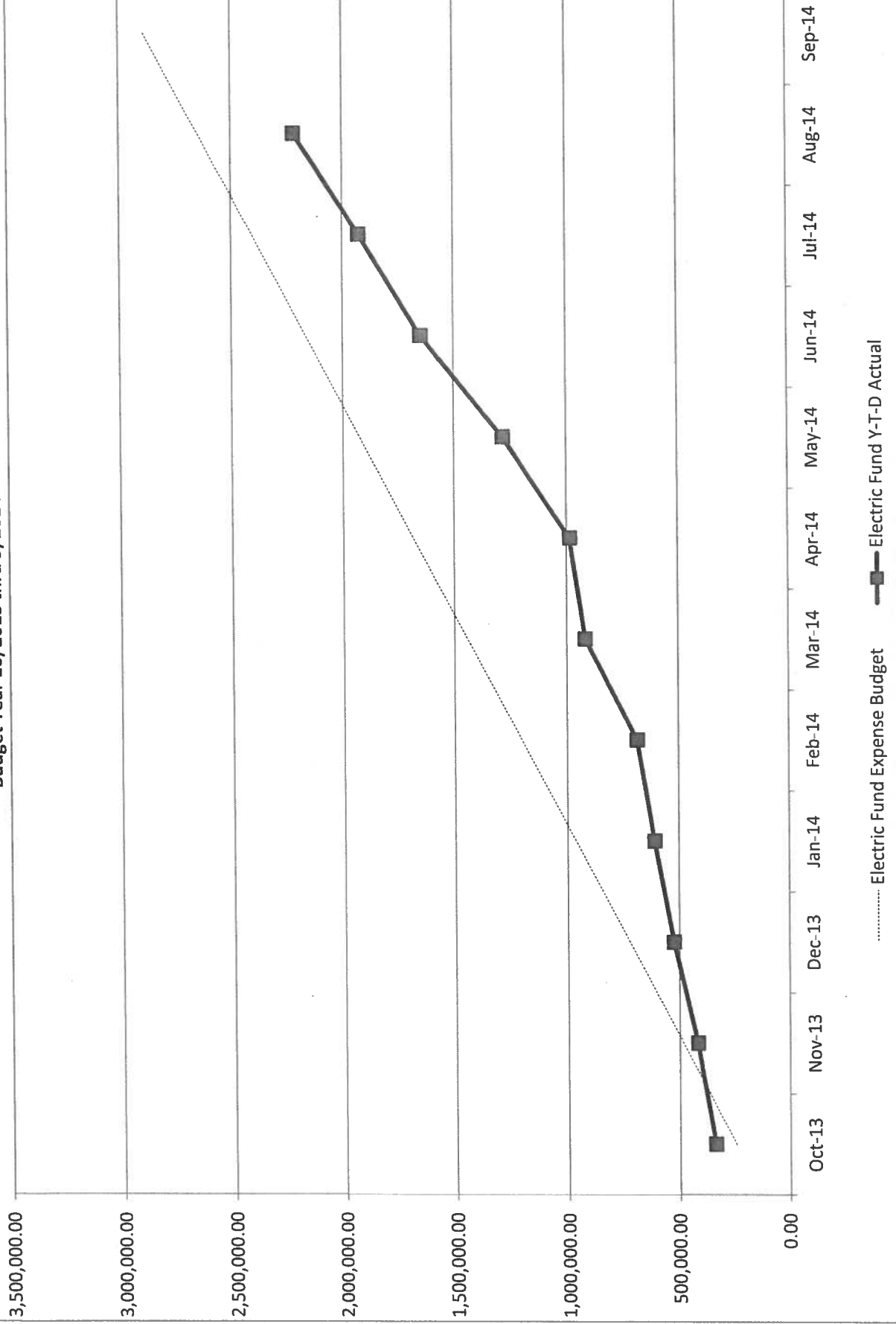
Electric Fund Surcharge Revenue Progress

Budget Year 10/2013 thru 9/2014



Electric Fund Expense

Budget Year 10/2013 thru 9/2014



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

PAGE: 1

715-ELECTRIC FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 91.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	2,999,329	343,457.82	1,642,222.92	0.00	1,357,106.08	54.75
TOTAL REVENUES	2,999,329	343,457.82	1,642,222.92	0.00	1,357,106.08	54.75
<u>EXPENDITURE SUMMARY</u>						
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	246,845	29,875.26	180,878.72	0.00	65,966.28	73.28
CONTRACTS & PROF. SVCS	155,300	7,060.41	135,652.41	0.00	19,647.59	87.35
MISCELLANEOUS	341,000	5,935.17	233,333.74	0.00	107,666.26	68.43
MAINTENANCE	15,000	9,084.30	30,046.75	288.21	15,334.96	202.23
UTILITIES	3,100	640.95	2,856.04	0.00	243.96	92.13
SUPPLIES	871,500	169,071.06	507,834.58	0.00	363,665.42	58.27
MISCELLANEOUS	9,000	3,660.56	10,845.36	0.00	1,845.36	120.50
DEBT SERVICE	25,000	5,087.15	30,087.15	0.00	5,087.15	120.35
CAPITAL EXPENDITURES	612,912	5,731.27	442,167.98	118,420.00	52,324.02	91.46
TRANSFERS	704,050	58,670.83	645,379.13	0.00	58,670.87	91.67
TOTAL 37-ELECTRIC DEPT.	2,983,707	294,816.96	2,219,081.86	118,708.21	645,916.93	78.35

TOTAL EXPENDITURES

2,983,707

2,219,081.86

645,916.93

78.35

REVENUE OVER/ (UNDER) EXPENDITURES

15,622

48,640.86 (

118,708.21)

711,189.15

4,452.48-

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2014

PAGE: 2

715-ELECTRIC FUND

% OF YEAR COMPLETED: 91.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	1,000	1,110.00	3,422.50	0.00 (	2,422.50)	342.25
715.00.5744.000 PENALTIES	6,000	6,196.14	17,449.15	0.00 (	11,449.15)	290.82
715.00.5745.000 AGREEMENTS AND CONTRACTS	552,000	0.00	206,199.27	0.00	345,800.73	37.35
715.00.5751.000 ELECTRICITY SALES	1,752,429	304,054.22	1,252,216.53	0.00 (	500,212.47	71.46
715.00.5755.000 SURCHARGE	0	14,002.59	55,405.48	0.00 (	55,405.48)	0.00
715.00.5757.000 PCA (POWER COST ADJ)	0	18,079.92	33,283.81	0.00 (	33,283.81)	0.00
715.00.5762.000 INTEREST	400	14.95	190.37	0.00	209.63	47.59
715.00.5767.000 OTHER REVENUE	87,500	0.00	74,055.81	0.00	13,444.19	84.64
715.00.5799.000 4A SUPPORT	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	600,000	0.00	0.00	0.00	600,000.00	0.00
TOTAL 00-REVENUE	2,999,329	343,457.82	1,642,222.92	0.00	1,357,106.08	54.75
TOTAL REVENUE	2,999,329	343,457.82	1,642,222.92	0.00	1,357,106.08	54.75



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Receive information regarding hazard mitigation planning from Collin County Homeland Security

- Jason Lane with Collin County Homeland Security will come before the Council discussing this topic.

ACTION: Council to act as deemed necessary.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Receive, discuss and act upon an annual public information strategy from Progressive Waste Solutions

- Page 26 of the contract with Progressive Waste Solutions is attached for review.
- Dick Demien with Progressive Waste will be available for discussion and questions

ACTION: Council to act as deemed necessary.

actions of Contractor's employees shall be in the best interests of the City and its citizens. Contractor and its employees are independent contractors of the City.

Section 17. Enforcement of Franchise and Collections

The City grants unto Contractor the right to seek an injunction against any third-party which is believed to be infringing on the rights of Contractor to this Contract, including Contractor's franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Contract or any other City ordinance relating to the collection and disposal of Municipal Solid Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by the City and/or Commercial and Industrial Customers.

Section 18. PROMOTION/INFORMATION ACTIVITIES

Prior to 1) any significant route and service changes, 2) implementation of any new program and service, or 3) any addition to an existing program or service, the Contractor shall submit a strategy for a publicity campaign to the City for approval. The strategy shall include methods of publicizing the program, a time schedule of advertisements and the location where such advertisements shall appear.

Contractor shall develop and provide, at the expense of Contractor, instructional pamphlets for citizens regarding specific Municipal Solid Waste management practices as are applicable to the Customers in the City. Such pamphlets shall be available to the City for distribution to all citizens. Additional copies of the pamphlets shall be available to the City and any citizen upon request and shall be available for enclosure with water and other utility bills. All promotional activities and other information released as a part of its strategy shall be reviewed and approved by the City prior to release by the Contractor. On or before October 1 of each Agreement Year, the Contractor shall submit an annual public information strategy for the next Agreement Year to the City for its review and approval. At no time shall the Contractor mail promotional materials directly to Customers in the City without prior written notification to and approval of the City.

The Contractor shall invest at least \$4,000 annually on such public information materials and other marketing materials, approved by the City, regarding the Contractor's services. (During years in which the City does not require the performance of an audit under Section 22.15 of this Contract, the Contractor shall invest at least \$5,000 on such public information materials and other marketing materials, approved by the City, regarding the Contractor's services.) The scope and subject matter of these materials shall be mutually decided upon by the City and Contractor, and approved by the City, each year prior to October 1st.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Consider, discuss and act upon an IT contract with TLC Netcon, Inc.

- Contract with TLC NetCon is attached for review.

ACTION: Approve or deny contract as presented.

Information Technology Services Agreement

This Agreement is made and entered into as of the day of October 1, 2014 (the "Effective Date") and ending on September 30, 2015 (the "Termination Date") by and between TLC NetCon Inc., a Texas corporation ("TLC"), and City of Farmersville ("Client").

TLC Services. Upon the terms and subject to the conditions of this Agreement, which includes all the Schedules attached hereto, TLC will provide to Client the Information Technology services set forth or described in Schedule A attached hereto (collectively, the "Services"). Client agrees that TLC is responsible only for providing the Services and TLC is not responsible for providing any services or performing any tasks not specifically set forth in Schedule A hereto.

Confidentiality. The parties acknowledge that in the course of performing their responsibilities under this Agreement, they each may be exposed to or acquire information that is proprietary to or confidential to the other party or third parties. The parties agree to hold such information in strictest confidence.

Payment. Client shall pay TLC within ten (10) days after the date of an invoice, unless otherwise specified in Appendix A.

Limitation of Liability. TLC SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE AGGREGATE LIABILITY OF TLC FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM, INCLUDING TLC OBLIGATION TO INDEMNIFY AND HOLD HARMLESS, UNDER THIS AGREEMENT, SHALL BE LIMITED TO: (i) THE PROJECT SERVICE FEES PAID TO TLC BY CLIENT FOR THE PROJECT SERVICES IF THE CAUSE OF ACTION OR CLAIM ARISES OUT OF OR RELATES TO THE PROJECT SERVICES; OR (ii) THE ADMINISTRATIVE SERVICE FEES PAID TO TLC BY CLIENT FOR THE ADMINISTRATIVE SERVICES CORRESPONDING TO THE INITIAL TERM OR THE RENEWAL PERIOD DURING WHICH THE CAUSE OF ACTION OR CLAIM ACCRUED IF THE CAUSE OF ACTION OR CLAIM ARISES OUT OF OR RELATES TO THE ADMINISTRATIVE SERVICES.

Termination. In addition to the express rights of TLC to terminate this Agreement set forth herein, TLC and Client shall also have the right to terminate this Agreement and cancel any unfilled portion of it given 90 days written notice.

Hiring of Employees. Both parties agree not to engage in any attempt to hire, or to engage as independent contractors, the others employees or independent contractors for the period ending one year after the expiration or earlier termination of this Agreement, except as may be otherwise agreed to in writing by both parties.

Independent Contractor.

- (a) TLC and any all TLC personnel, in performance of this Agreement are acting as independent contractors and not employees or agents of Client.
- (b) Client acknowledges that in performance of the Services, TLC is not engaging in any management role with respect to Client, TLC is not exercising any form of operating control over Client, and that any such management or operational activities of Client shall be deemed to be conducted by Client alone.

Entire Agreement. This Agreement, including all attachments, Exhibits and/or Schedules hereto, evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals of sale, Communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of each of the parties.

Force Majeure. Neither party shall be liable to the other for any delay or failure to performance of the services or obligations set forth in this Agreement due to causes beyond its reasonable control including, without limitation, acts of God, natural or human-caused disasters such as flood and fire, civil disturbances, labor disputes, compliance with governmental regulations or other authority, or the inability of freight forwarders or carriers to complete shipments in accordance with TLC instructions.

Governing Law. This Agreement and performance hereunder shall be governed by the laws of the State of Texas without giving effect to principles of conflict of laws of such state or international treaties. TLC and Client hereby agree on behalf of themselves and any person claiming by or through them that the sole jurisdiction and revenue for any litigation arising from or relating to this Agreement shall be an appropriate federal or state court located in Collin County, Texas.

IN WITNESS WHEREOF, the parties have caused This Agreement to be executed by their duly authorized representatives as of the date first written above.

TLC:

CLIENT:

TLC NetCon, INC.

City of Farmersville

By: 

By: _____

(Signature)

(Signature)

Name: Tony Linton

Name: Joseph E. Helmberger, P.E.

Title: CEO

Title: Mayor

Date: 9-18-14

Date: _____

Appendix A

CUSTOMER: City of Farmersville
Attn: Benjamin L. White, City Manager
DATE: September 15, 2014
PHONE NUMBER: 972-782-6151
FAX NUMBER: 972-782-6604

SALES PERSON: Tony Linton

Monthly Desktop/Laptop Computer support

Number of systems: 58
Support unit price: \$47.50
Sub-Total: \$2755.00

Monthly Server support:

Number of systems: 6.5
Unit price of: \$95.00
Sub-total: \$617.50

Total monthly price: \$3372.50

Monthly Service

Includes: -Help Desk
(Phone and Web based remote support)
-On Site Support (Scheduled and non-scheduled maintenance during
TLC regular business hours: 8 - 5, M-F)
-Structured Administration based upon industry standards
-Scheduled Auditing (Data integrity, backup recovery. etc)
-Reporting - Monthly executive ~
(Includes Status of network, Audit results, # Incidents, #
Problems, network performance)
-Install Service Packs / Updates
-Antivirus maintenance / Updates
-Workstation maintenance (Antivirus updates, Windows Updates. etc.)
-Server maintenance (Antivirus updates. Windows Updates, Backups,
etc.)
-Restoring software from customer installation media after hardware
failure
-Installation of hardware shipped from manufacturer under
manufacturer's warranty

- Complete managed network support for your business
- Provide up to date and accurate enterprise level configuration diagrams including IP addresses, Administrative passwords, and user passwords
- Basic hardware and software upgrades
- File Restoration

Monthly Service

Does Not Include:

- Server installation and configuration
- Project implementation
- Cost of computer hardware
- Service or maintenance on printers, copiers, etc.
- Non-scheduled maintenance due to client over sight, negligence, or malicious intent
- Major upgrades of hardware or software involving new equipment or applications

User new system installation and migration of an existing system will be billed at a flat rate of \$125.00

New server installation including migration from an existing server will be billed at a flat rate of \$500.00

All uncovered work will be billed at regular hourly rate of \$75.00 per hour and major projects will be billed at an amount agreed upon by TLC and Client.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Consider, discuss and act upon an agreement with Tantalus Systems Inc. for the Advanced Metering Infrastructure System

- An agreement with Tantalus Systems Inc is attached for review.
- City Manager Ben White will address this topic.

ACTION: Approve or disapprove agreement as presented.

TUNet® NETWORK SYSTEM AGREEMENT

THIS TUNet® NETWORK SYSTEM AGREEMENT (“**Agreement**”) is made as of the ___ 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 North Carolina 27606 (“**Tantulus**”) and the CITY OF FARMERSVILLE, TEXAS, with its principal place of business at 205 South Main Street, Farmersville, Texas 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” and “Equipment”** mean any and all equipment and associated Licensed Software manufactured by or for Tantalus for Customer’s use in establishing an advance metering infrastructure system within the City of Farmersville, Texas, including, but not necessarily limited to, electric meters, computer servers, and various connectors and transponders that receive and transmit signals from the electrical meters to Customer’s centralized location for data collection, billing, control and analysis together with all necessary appurtenances thereto that Tantalus may provide 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, which Shipping Point is hereby designated as Customer’s Destination for purposes of this Agreement; 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. All payments made by Customer to Tantalus shall be made in accordance with the Texas Prompt Payment Act, Texas Government Code Sections 2251.001, *et seq.*

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 Network Equipment 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.

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. 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 promptly notify Tantalus of the receipt of any public information act request for Confidential Information under this Agreement prior to any release of such information requested under the public information statutes, but Customer can take no legal position on disclosure.

3.5 Tantalus' Obligation to Request Protection of Confidential and Proprietary from Disclosure and Inform Customer. Tantalus understands and agrees that, pursuant to Texas Government Code Sections 552.001, *et seq.* Customer is required to respond to the requesting party or seek protection of such information from the Office of the Texas Attorney General within ten (10) business days after receipt of a request for public information. It shall therefore be the obligation of Tantalus to seek protection of such information within eight (8) business days after receiving written notification, in the manner and form similar or equal to that required by the Attorney General, if applicable, of Customer's receipt of the request and contemporaneously inform Customer that Tantalus has contacted the Texas Attorney General's Office to seek protection of the Confidential Information. Customer shall not be responsible or liable to Tantalus or any other person or party for responding to a public information act request involving Confidential Information if Tantalus was informed of such public information act request by Customer, in the manner and form required by the Attorney General, and Tantalus thereafter failed to inform Customer within eight business days after receiving written notification of Customer's receipt of the request that Tantalus has sought protection of the Confidential Information against disclosure from the Texas Attorney General's Office. **If Tantalus informs Customer that it intends to seek or has corresponded with the Texas Attorney General's Office to protect the Confidential Information from disclosure and thereafter fails to seek protection against disclosure from the Texas Attorney General's Office and Customer fails to respond to the requesting party based upon such representations and Customer is thereafter sued or fined for its failure to disclose Confidential Information, Tantalus shall indemnify Customer from and against any and all claims, suits, damages, fines and penalties including Customer's attorney's fees arising out of or related to such enforcement action for Customer's violations of the Texas Public Information Act.**

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 EXCEPT AS PROVIDED IN ARTICLE 5 BELOW, 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 negligence of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus' 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 save and except to the extent only that such action may be required to prevent any lawsuit from going into default in which event the Customer will have the right but not a corresponding obligation to so act. 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, to the extent allowed by law, 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. THE PARTIES AGREE THAT NEITHER PARTY'S LIABILITY FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WILL EXCEED THE AGGREGATE AMOUNTS PAID OR TO BE PAID FOR NETWORK EQUIPMENT AND SERVICES UNDER THIS AGREEMENT GIVING RISE TO SUCH LIABILITY IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, LOST DATA, LOST PROFITS OR REVENUE, FOR ANY CLAIM OR DEMAND BY ANY THIRD PERSON, ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF ADVISED OF THIS POSSIBILITY, FOR ANY FAILURE OR CLAIM DUE TO FORCE MAJEURE OR FOR ANY ALLOCATION OF NETWORK EQUIPMENT AND SERVICES AMONG CUSTOMERS IN THE EVENT OF A SHORTAGE. THE PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN-ABOVE, THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 5.4 SHALL NOT APPLY TO ANY CLAIMS ARISING UNDER SECTIONS 5.1, 5.2 OR 5.3 OF THIS AGREEMENT, HOWSOEVER SUCH CLAIMS ARE ASSERTED AND/OR BY WHOM SUCH CLAIMS ARE ASSERTED.

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

Dispute Resolution. Except for disputes related to nonpayment or as otherwise provided in this section 8.1, neither party shall resort to formal litigation proceedings until the parties have attempted to resolve the Dispute through non-binding mediation. 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, the Dispute shall be referred to a mediator in the McKinney-Dallas, Texas area as mutually agreed by the parties. If the use of non-binding mediation is not successful either party may commence formal litigation proceedings in to resolve the Dispute. This section 8.1 shall not be construed to prevent a party from instituting litigation 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.

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 City Manager, 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 Texas 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 Eastern District of Texas or the State Courts of Collin County, Texas, (collectively "Court") 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; and
- (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.

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: _____

Title: _____

Title: _____

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 THAT ARE RELATED TO OR ARISE UNDER THIS EULA 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 RELATED TO OR ARISING OUT OF THIS EULA 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 OF THIS EULA. 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, MERCHANTABLE QUALITY, 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**").

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 Bronze and Technical Support shall commence on the date the Network Equipment is delivered to Customer at the Shipping Point, but 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 1st 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. All payments made by Customer to Tantalus shall be made in accordance with the Texas Prompt Payment Act, Texas Government Code Sections 2251.001, *et seq.* 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:

Table 1: Technical Support Plan	Bronze	Silver	Gold
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.

Table 1: Plan Pricing	Bronze	Silver	Gold
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

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.

* * * *



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Consider, discuss and act upon a contract with Brown Outdoor Advertising funded through the Marketing Committee

- A contract with Brown Outdoor Advertising is attached for review

ACTION: Approve or disapprove contract as presented.

Brown Outdoor Advertising, LLC.

Renewal Contract

Brown Outdoor Advertising, LLC. a Texas Limited Liability Company, herein referred to as "BOA." contracts with the Advertiser or its agent, herein referred to as "Advertiser," for 1 painted advertising display(s) upon the following terms and conditions:

Location Number	Location of Billboard and Display	Lit	New Ad	Size of Billboard	Price per Month	Gross or Net	Number of Paints
345R	Hwy.380 EB,3/10 mi.W.of Hwy.78,RHR,west face located in Farmersville,Texas	N	Y	10x20	\$475	Net	1

- Display Period.** Each display (listed above) shall be maintained in service beginning on the commencement date of, **October 15th, 2014** for a period of 12 months. At the conclusion of the first period, this contract shall continue on the same terms and conditions on a month-to-month basis, unless Advertiser or BOA delivers to the other party a written notice of termination at least thirty (30) days prior to the end of the original period or a new Paint Display Contract is signed by both parties. During any succeeding month-to-month lease period, Advertiser or BOA may terminate the lease at the end of any calendar month period by delivering to the other party a written notice of termination at least thirty (30) days prior to the end of any calendar month period.
- Copy.** All copy shall be solely for the benefit of **City of Farmersville** (Advertiser) advertising **downtown business district** and may be rejected if, in good faith, BOA believes it unlawful or detrimental to advertising.
- Terms, Net Cash.** For said Painted Display, the Advertiser promises to pay BOA 12 monthly installments of **\$475**, (plus applicable vinyl production, extensions, cutouts, tags, installation, design fees and taxes), with the first of such monthly installments to be due and payable as of the above commencement date. Upon the Advertiser's failure to pay any installment when due, BOA has the right to accelerate the remaining balance due and declare the remaining monthly installments immediately due and payable. The Advertiser's failure to pay the amount of said remaining balance on demand shall, at BOA's option, be deemed a complete and material breach by the Advertiser of this contract, whereupon BOA may remove the copy described herein from the Painted Display and, in addition to its other legal rights, recover judgement against the Advertiser for said remaining balance, all reasonable attorney's fees, and all court costs and collection expenses incurred as a result of said breach.
- Vinyl Production and Installation.** **BOA will offer one free posting for vinyl production and installation if Advertiser renews for 12 months.** If additional postings are needed they are \$2.00 sq.ft. If the vinyl is provided by Advertiser, BOA will only charge \$300.00 per vinyl change out.
- Copy Schedule.** Advertiser shall furnish BOA with approved copy and Special Treatment specifications, if any, at least ten (10) days prior to the commencement date of this contract. Commencement of service of each display for which such copy has not been so furnished shall be regarded as beginning on the commencement date listed in Paragraph 1 above. However, if BOA is providing the artwork for Advertiser and the production or installation of the artwork is delayed due to bad weather, slow production or shipping, BOA will prorate the second month's billing to compensate the Advertiser for the late installation.
- Illumination.** It is not illuminated.
- Title.** BOA shall retain title to all cut-outs, extensions, illuminated letters, electrical and mechanical equipment.

8. **Contingencies.** If because of any event beyond BOA's control and/or BOA shall be unable to maintain any display covered hereby or if any location shall be lost, BOA shall relocate, at its own expense, such display to a location of substantially equivalent advertising value approved by the Advertiser, with such approval not to be unreasonably withheld. If the new location is deemed by the Advertiser to be of less value than the original, BOA may extend the service at the new location and the extension of service provided to Advertiser shall be substantially equivalent to the original advertising value. In the event BOA fails to locate another location within thirty (30) days of such event, BOA or Advertiser may cancel this contract.
9. **Cancellation.** This contract may not be cancelled by either party, unless specified herein. In the event of a default under the provisions of this contract on the part of Advertiser, BOA may cancel the contract and/or remove the Advertiser's copy from the above location. BOA shall also be entitled to the collection of reasonable attorney fees, and all court and collection costs in attempting to enforce this contract, in addition to any other damages allowed by law.
10. **Past Due Balances Terms.** All unpaid balances more than thirty (30) days past due may be assessed an interest penalty of 1½% per month. Advertising Agency Commissions will be forfeited on any unpaid balance more than sixty (60) days old. Deposits will not be applied to past due balances.
11. **Special Provisions.** _____

Salesperson: **Dan Reiss**

☐ Corporation ☐ Proprietorship ☐ Partnership

Date: **8/13/14**

Advertiser: _____

Accepted: Brown Outdoor Advertising, LLC.

Agent: _____

(Please Print)

By: _____
(Signature and Title)

By: _____
(Signature and Title)

Date: _____

Date: _____

Address: 2124 Grayson Rd.

Address: _____

City/St/Zip: McKinney, TX 75070

City/St/Zip: _____

Phone: (214) 551-4695

Phone: _____

Fax: (214) 242-2202

Fax: _____

Email: dan@brownoutdoor.com

Email: _____



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

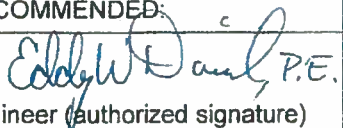

SUBJECT: Consider, discuss and act upon a change order request regarding the Service Center project

- A change order from KW Brown is attached for review

ACTION: Approve or deny the Change Order as presented.

Change Order

Number: 2

Date of Issuance: September 9, 2014		Effective Date: September 23, 2014
Project: Service Center Project	Owner: City of Farmersville	Owner's Contract Number:
Contract:		Date of Contract: June 24, 2014
Contractor: KW Brown Construction LLC		Engineer's Project Number:
The Contract Documents are modified as follows upon execution of this Change Order:		
Description:		
Attachments: (List documents supporting change): 1. KW Brown Construction LLC Letter Dated September 5, 2014		
Change in Contract Price:		Change in Contract Times
Original Contract Price: \$ 250,797.00		Original contract times: 90 calendar days Substantial completion (days or date): 90 Days Ready for final payment (days or date): 90 Days
Decrease from previously approved change orders No. 1 to No. 1 \$ 171,998.28		[Increase][Decrease] from previously approved change orders No. to No. NA Substantial completion (days): Ready for final payment (days or date):
Contract price prior to this change order \$ 78,798.72		Contract times prior to this change order Substantial completion (days or date): 90 Days Ready for final payment (days or date): 90 Days
Increase of this change order \$ 4,285.00		Increase of this change order Substantial completion (days or date): 90 Days Ready for final payment (days or date): 90 Days
Contract price incorporating this change order \$ 83,083.72		Contract times with all approved change orders: Substantial completion (days or date): 180 Days Ready for final payment (days or date): 180 Days
RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:  P.E. Engineer (authorized signature)	By: _____ Owner (authorized signature)	By:  Contractor (authorized signature)
Date: 9/9/14	Date: _____	Date: 9/9/14
Approved by funding agency (if applicable):		Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

KW Brown Construction LLC

359 Rains CR 4325
EMORY, TEXAS 75440
PH 903 473-3215 Fax 903 474-9566
Kwconstr11@verizon.net

Sept. 5, 2014

Daniel & Brown Inc.
118 Mckinney st.
Farmersville, Texas 75442

Owners request for Change to Farmersville Service Center Project

1. Install a weld up steel building in lieu of bolt up steel building.
Attached drawing must be approved if accepted.
All Work to be completed within 30 days

Deduct \$ 845.00

2. Replace Trim on existing Building (Doors, Rake, Gutter, Downspouts, corners only) labor and material.

Add \$ 3,250.00

3. Install 2 new 12X12 insulated sectional doors in lieu of specified roll ups.

ADD \$ 1,880.00

Approved change order to reflect a net change in original contract of

Add \$ 4,285.00

Base Contract \$78,798,~~60~~⁷² + \$ 4,285.00 Total \$ 83,083,~~60~~⁷²

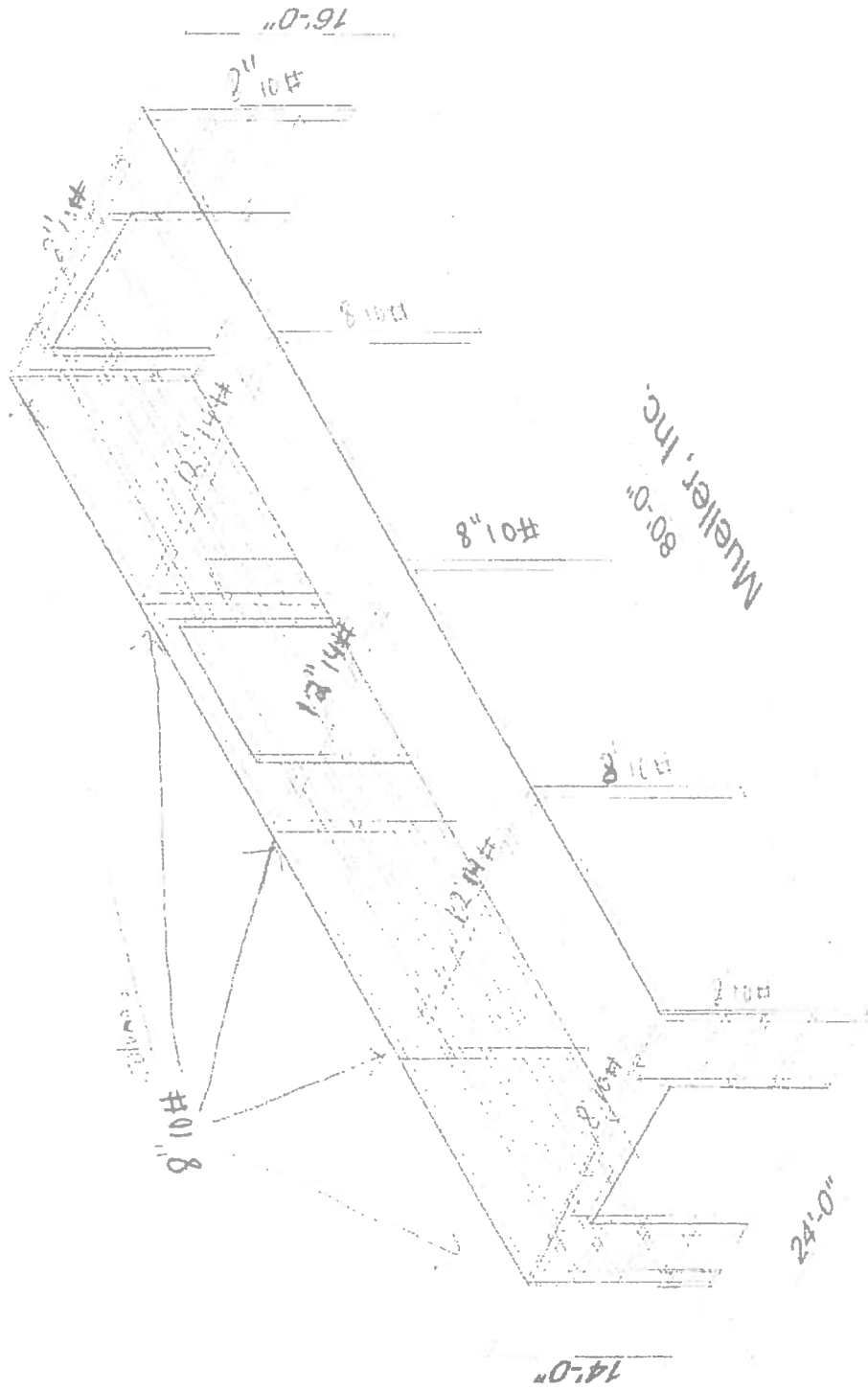
Colors selected by owner:

Roof: Galvalume
Walls: Light stone
Trim: Tan

The two new overhead door controllers are to also operate the existing OH door that is to be moved to new building location.

City of Farmersville
Service Center

8" PLN roof and wall





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Consider, discuss and act upon items regarding American Disability Act compliancy

- ADA Compliance Checklist is attached for consideration.

ACTION: Council to act as deemed necessary.

City of Farmersville Transition Plan Physical Accessibility Guideline Checklist by Facility

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion				
			2013	2014	2015	2016	2017
City Hall							
A	Install directional signage at entrance	4B	X				
B	Provide vertical access to meeting room platform	1A			X		
C	Provide access to main entry door, providing route to public ROW and installing accessible parking	1G, 2B-2F, 4A, 5B1, 5D	X				
D	Enlarge and renovate men and women toilet rooms	8aA-8aM		X			
E	Provide meeting accomodations upon request	11B, 11C			X		
F	Provide accessible counter at reception desk	14A		X			
City Hall Annex							
A	No work required for this facility at this time						
Chamber of Commerce/Visitor's Center							
A	Provide access to main entry door, providing route to public ROW and installing accessible parking	1G, 2A-2F, 4A, 5B	X				
B	Enlarge and renovate Unisex Toilet Room	8aA-8aM			X		
Public Safety Building							
A	Rework concrete to provide compliant parking, accessible route to Entry and accessible route to Public ROW	1F, 1G, 2C-2F, 4A, 5B, 5D					X
B	Provide accessible counter at Reception Desk	14A			X		
C	Install directional signage at restricted Fire Department door	4C		X			
Senior Citizens Center							
A	Rework concrete to provide compliant parking, accessible route to Entry and accessible route to Public ROW	1G, 2C			X		
B	Raise bottom of accessible parking signs and strip accessible aisle	2F			X		
C	Install lever handles on doors	5E		X			
D	Correct 2" transition at Entry door threshold	5D		X			
E	Install toilet seats at 17" to 19" and relocate center line of water closet	8aC, 8aH		X			
F	Install compliant grab bars	8aD			X		
G	Install mirrors in Toilet Rooms	8aG			X		
Charles Rike Library							
A	Rework concrete to provide compliant parking, accessible route to Entry and accessible route to Public ROW	1G, 2C, 2D					X
B	Exterior and interior ramps are too steep and need compliant handrails installed	3A-3E					X
C	Correct 2" transition at Entry door threshold	5D					X
D	Install lever handles on Entry door	5E		X			
E	Install rear and side grab bars	8aD					X
F	Install compliant mirrors	8aG					X
G	Relocate toilet paper dispenser in Men's Toilet Room	8aJ		X			
H	Install signs on wall, latch side of toilet room doors	8aL		X			

City of Farmersville Transition Plan Physical Accessibility Guideline Checklist by Facility

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion				
			2013	2014	2015	2016	2017
O.E. Carlise Civic Center							
A	Install platform lift or ramp to provide accessible route throughout building	1A, 1F, 1G				X	
B	Install 1 van accessible parking space - recommend at northeast corner of building	4A, 2C, 2D				X	
C	Provide access to Main Entry door, providing route to Public ROW and installing accessible parking	1A, 1F, 1G, 2A, 2B				X	
D	Demolish existing ramps and reinstall to comply with Standards	3A-J,				X	
E	Make both entrances accessible - could make back door compliant to make 3 entrances	4A				X	
F	Install signs at bottom of front entry steps directing to ramp on north side of building	4B				X	
G	Ensure level clearance per Table 404.2.4.1. Too sharp of incline at rear door	5B, 5D				X	
H	Install lever handles on Entry doors	5E		X			
I	Enlarge and renovate Toilet Rooms including grab bars and mirrors	8a		X			
Best Center							
A	Provide access to Main Entry door, providing route to Public ROW	1G,					X
B	Accessible parking spaces need to be provided and need to install 1 van accessible parking space closest to Entry	1G, 2A, 2B					X
C	Clearance on exterior side of Entry door needs slope changed	5				X	
D	Install grab bars in Toilet Room	7D		X			
Onion Shed I							
A	Reinstall signs to ensure Van Space with the word VAN	2F	X				
B	Ramp surface must be continuous & handrails on both sides with edge protection	3A-I			X		
Onion Shed II							
A	Ramp surface must be continuous & handrails on both sides with edge protection	3A-I			X		
City Park							
A	Install accessible path to compliant table (only 1 is required)	1A1				X	
B	Install concrete space next to bench for a wheel chair	1A2		X			
C	Install grab bars in Toilet Rooms	8aD		X			
J.W. Spain Athletic Complex							
A	Consult with Architectural firm to design accessible elements into the facility					X	
Rambler Park							
A	Install level landing at top of existing curb ramp	1A	X				
Riding Arena							
A	Consult with Architectural firm to design accessible elements into the facility					X	
Robbin Lamkin Splash Pad							
A	In compliance						
Southlake Park							
A	In compliance						

City of Farmersville Transition Plan Physical Accessibility Guideline Checklist by Facility

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion				
			2013	2014	2015	2016	2017
Street Crossing, Curb Ramps and Sidewalks							
A	In addition to the planned building modifications, Capital Projects for street improvements will include improving accessibility in the Public Right of Ways						X



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Discuss discrepancies between the Thoroughfare Plan and the City's design manuals and provide staff direction to remedy possible problems

- The Transportation Section of the Comprehensive Plan and The Thoroughfare Design Manual is attached for comparison.
- City Manager Ben White will discuss this topic.

ACTION: Council to act as deemed necessary.

Chapter 4 Transportation

Farmersville's transportation goal is to provide safe and efficient movement using a network of streets that complement land uses. In addition to handling current and future vehicular movement, the city desires the transportation system to be both livable and sustainable by treating the public streets as part of the urban fabric of the city. The transportation system should also accommodate multiple modes of transportation so that residents have choices in how they get around the city.

Farmersville residents rely on the roadway system to take them to other areas of the region, as well as to get around town on a daily basis. Because of the large number of people commuting to adjacent cities to work, it is important that the City has strong local and regional connectors. Farmersville's Master Thoroughfare Plan serves as a tool to enable the City to preserve future corridors for roadway development as the need arises.

The purpose of this plan is to develop a strategy that will integrate street, transit, pedestrian, and bicycle trail systems with the future growth and development of Farmersville.

A. Transportation Summary/Existing Conditions

Farmersville's network of streets is based on a traditional grid system. The primary mode of transportation within the city and region is the vehicle. Most of the streets, other than residential, are designed for higher speeds that move traffic through the area.

Currently, two important highways connect Farmersville with the region – SH 78 and US 380, also referred to as Audie Murphy Parkway. SH 78 connects Farmersville to Dallas, while US 380 is the East/West connection for Farmersville, connecting the City to Greenville the east, and McKinney and the DFW Metroplex to the west. Traffic counts completed in 2009 show 5,200 vehicles travel SH78 north of US 380 and 10,000 vehicles travel US 380 past SH 78 toward Greenville in a 24 hour period.

These two highways intersect in the southwest corner of Farmersville with a recently upgraded highway interchange. SH 78 is currently a two lane undivided road with a paved shoulder. US 380 is similarly constructed on the east side of the intersection with Raymond St as a two lane divided arterial with paved shoulders. However, on the west side of the intersection with Raymond, US 380 is a four lane divided road. Improvements are planned for the remainder of Highway 380.

In addition to the roadway system, Farmersville participates in a 55 mile trail system on an abandoned rail line – the Chaparral Trail, which starts in downtown Farmersville and goes to Paris, Texas and beyond.

B. Master Thoroughfare Plan

A Master Thoroughfare Plan (MTP) designates the location and types of roadways.

The roadway system consists of a variety of roadway classifications ranging from major thoroughfares that serve high volume and higher speed traffic to local and collector streets that provide increased access to residences and commercial areas.



The current Thoroughfare Plan uses the following designations:

- Major Thoroughfare Type B with 120' of right-of-way
- Secondary Thoroughfare Type C with 100' of right-of-way
- Collector Thoroughfare Type D with 65' of right-of-way

The proposed Master Thoroughfare Plan provides the following designations, consistent with the County Thoroughfare Plan Map.

Principal Thoroughfares are typically highways and tollways and are limited access roadways designed for high speed, long distance travel, and large traffic volumes. These roadways are the jurisdiction of regional, state and federal agencies. In the proposed Farmersville MasterThoroughfare Plan these roads are listed as P6D, P4D or P4U.

- Principal 6 Lane Divided with 120' of right-of-way (P6D)
- Principal 4 Lane Divided with 100' of right-of-way (P4D)
- Principal 4 Lane Undivided with 70' of right-of-way (P4U)

Major Thoroughfares are relatively high-speed, long-distance surface streets designed to move large volumes of traffic across an urbanized area and to provide access to a highway and/or tollway. In the proposed Farmersville MasterThoroughfare Plan these roads are listed as M6D, M4D or M4U.

- Major 6 Lane Divided with 120' of right-of-way (M6D)
- Major 4 Lane Divided with 100' of right-of-way (M4D)
- Major 4 Lane Undivided with 70' of right-of-way (M4U)

Regional Arterials are medium-speed, moderate-distance surface streets used primarily to move traffic into and out of the city, to and from residential areas, places of employment, retail, and entertainment venues. These are categorized as RA4 and RA2 on the proposed Farmersville MasterThoroughfare Plan.

- Regional Arterial 4 Lane with 100' of right-of-way
- Regional Arterial 2 Lane with 90' of right-of-way

Collector (Residential and Commercial) Streets are relatively low-speed, low-volume streets used for neighborhood and commercial circulation and access to private property. They are also used to collect traffic from local streets and distribute to the thoroughfare system.

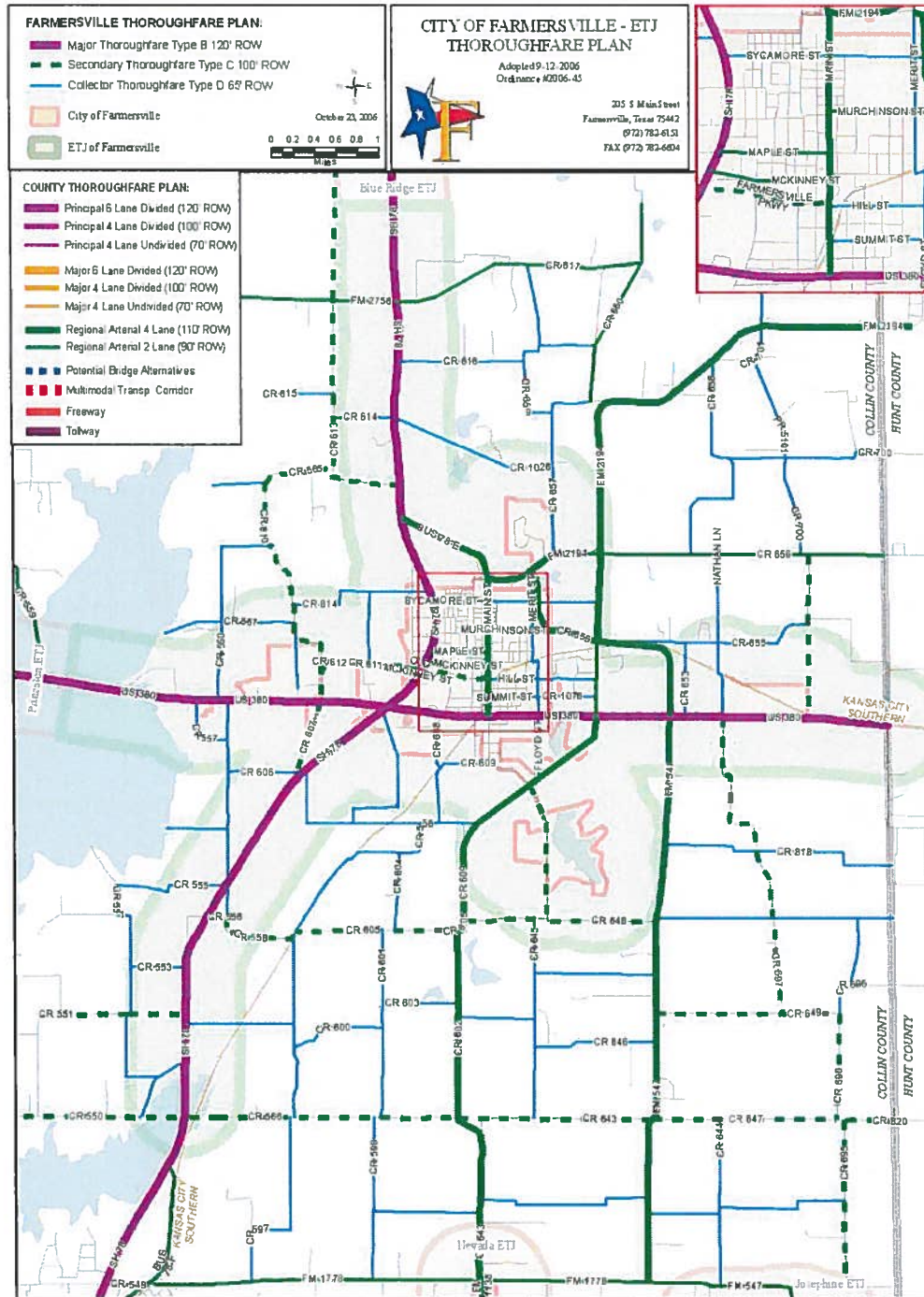
- Collector Thoroughfare 65' of right-of-way

Local Streets are low speed, low volume roadways primarily providing access directly to residences. Local streets provide multiple driveways and on-street parking.

Local Street 50' of right-of-way

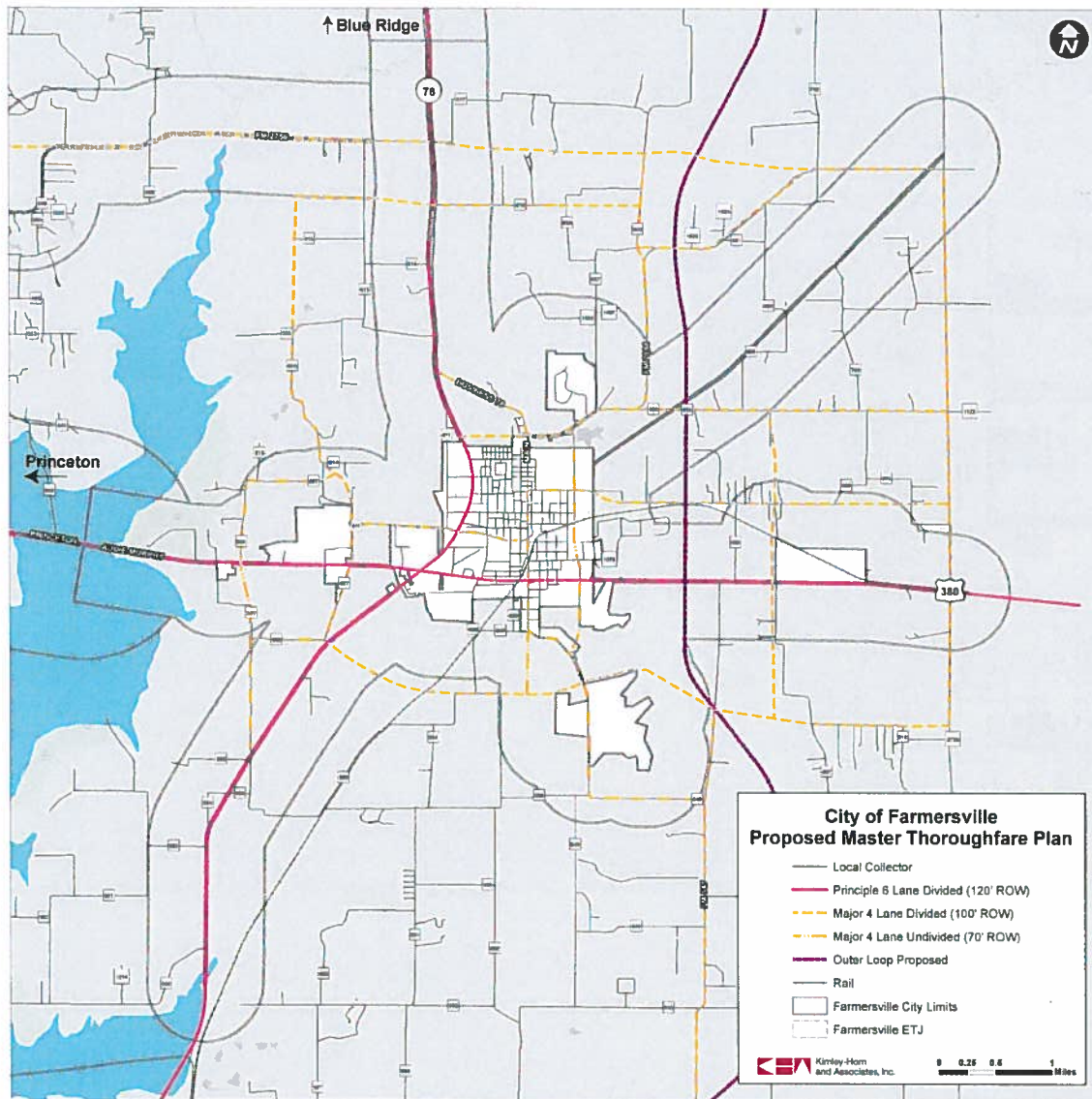
Farmersville's existing thoroughfare plan is shown below:

EXISTING THOROUGHFARE PLAN



PROPOSED THOROUGHFARE PLAN

The following proposed Master Thoroughfare Plan shows desired improvements and new roadway connections proposed by stakeholders. Once adopted, this Thoroughfare Plan will guide future roadway improvements.



Future development in Farmersville should continue to integrate context sensitive design with transportation improvements. Communities which appeal to a range of people are usually easily accessible by several different transportation modes. It is important that Farmersville continues to focus on the coordination between land use planning and transportation connections. Context sensitive design refers to an approach in street and transportation design that considers the context around transportation improvements. Context Sensitive Design goes beyond simply the street function to consider how the surrounding community will interact with streets, sidewalks, crossings and other design elements.

CITY OF FARMERSVILLE, TEXAS



THOROUGHFARE STANDARDS DESIGN MANUAL

*Adopted September 12, 2006
By Ordinance #2006-46
Amended June 12, 2007
By Ordinance #2007-23*

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SECTION I

GENERAL REQUIREMENTS

A. INTRODUCTION

The “Thoroughfare Design Standards” are intended to implement the provisions of the Subdivision Ordinance and to provide for the orderly, safe, healthy and uniform development of the area within the corporate city limits and in the extraterritorial jurisdiction (ETJ) surrounding the City of Farmersville.

The City of Farmersville “Standard Construction Details”, “Special Provisions” and the North Central Texas Council of Governments (NCTCOG) “Standard Specifications for Public Works Construction” are considered supplemental and are part of the Thoroughfare Design Standards. The Thoroughfare Design Standards are to be considered as the minimum requirements for engineering design. Adherence to the requirements of these standards and/or approval by the City of Farmersville or its authorized representatives in no way relieves the developer or his engineer for adequacy of design or for the completeness of the plans and specifications or the suitability of the completed facilities. Specific projects may require more stringent design standards. The City of Farmersville may determine that design requirements other than those included in these standards are necessary and will inform the developer of such requirements before the final engineering review.

The developer shall notify the City of Farmersville, in writing, of any known deviations from the requirements set for in the standards for thoroughfare design, construction details, or specifications.

B. THOROUGHFARE DESIGN STANDARDS

The Thoroughfare Design Standards are to be considered as the minimum requirements for engineering design. It is not intended that these standards cover all aspects of paving construction for any given development. The developer shall provide proper engineering design for all facilities not covered by these standards in accordance with good engineering practice and shall utilize first class workmanship and materials in all construction.

C. SPECIAL PROVISIONS AND STANDARD SPECIFICATIONS

The City of Farmersville has adopted the most recent version of the NCTCOG Standard Specifications for Public Works Construction together with the Special Provisions to the Standard Specifications. These documents set forth the minimum requirements for materials and workmanship for public works construction.

D. STANDARD CONSTRUCTION DETAILS

The City of Farmersville has adopted a set of standard construction details in order to promote uniformity of development and to facilitate maintenance of various public works facilities. The standard construction details are to be considered as the minimum requirements for materials and workmanship for public works construction.

E. INSPECTION OF CONSTRUCTION BY CITY PERSONNEL

Inspection of construction activities shall be conducted by staff of the City of Farmersville under direction of the City Engineer or authorized representative. The City inspector shall observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general conformance with the standards and specifications for the project, but he will not be a guarantor of the Contractor's performance. The City will not accept any development until City staff has approved all construction. The developer shall be responsible for any additional expense to the City for inspection that is necessary after normal business hours, or when the improvements will be privately owned. The City will establish the rate for compensation and other expenses.

The developer will be responsible for furnishing the original reproducible engineering drawings corrected to show any revised construction conditions to the City before any improvements will be accepted. All public works improvements must be accepted by the City before any City Building permits will be issued.

SECTION II

STREET DESIGN STANDARDS

A. DEFINITIONS

TABLE I				
Type	R-O-W	Pavement (Face to Face)	Median (Face to Face)	Parkway Width
Major Thoroughfare (Type B)	120'	6/12' (72')	22'	13'
Secondary Thoroughfare (Type C)	100'	4/12' (48')	24'	14'
Collector (Type D)	65'	38'	None	13.5'
Residential Street (Type E)	50'	31'	None	9.5'
Estate Residential (Type E-1)	60'	32'*	None	14'

* - Pavement dimension for Estate Residential is Edge to Edge of Shoulder.

Above defined by the City of Farmersville, Texas, Comprehensive Plan and most recent Major Thoroughfare Plan.

B. MINIMUM HORIZONTAL DESIGN RADIUS

Minimum Centerline Radius is defined by the design speed of the respective street. The design speed of each street In the City of Farmersville, as defined by the Thoroughfare Plan, can be determined from Table 2.

TABLE 2
DESIGN SPEED OF EACH TYPE OF STREET

<u>Street Type</u>	<u>Design Speed</u>
Residential (Type E & E-1)	25
Collector (Type D)	30
Secondary Thoroughfare (Type C)	40

The minimum acceptable horizontal centerline radius, for each respective street's design speed, is shown in Table 3. The cross slope is assumed to be 1/4" per foot from the inside toward the outside.

TABLE 3
MINIMUM HORIZONTAL CENTERLINE RADIUS

<u>Y</u> (mph)	<u>f</u>	<u>e</u> (ft/ft)	<u>(e + f)</u>	<u>R</u> (Calculated) (ft)	<u>R</u> (Rounded for Design) (ft)
25	0.170	-0.0208	0.1492	279.27	280
30	0.160	-0.0208	0.1392	431.03	440
35	0.150	-0.0208	0.1292	632.09	640
40	0.145	-0.0208	0.1242	858.83	860
45	0.142	-0.0208	0.1212	1,113.86	1,120
50	0.140	-0.0208	0.1192	1,398.21	1,400
55	0.130	-0.0208	0.1092	1,846.76	1,850
60	0.120	-0.0208	0.0992	2,419.35	2,420

(AASHTO P 177)

Minimum centerline design radius for residential streets shall be 280-feet for curves with a length over 125 feet long.

C. MINIMUM VERTICAL ALIGNMENT

Vertical Alignment is a function of Stopping Sight Distance (SSD), which is given by:

$$SSD = 1.47PV + \frac{V^2}{30(f + g)}$$

(Transportation and Traffic Engineering Handbook, Second Edition, Page 590)

Stopping Sight Distances are calculated for $g = 0$, rates of vertical curvature are derived from AASHTO Page 307, 312 and 316 and used (K) to determine crest curve lengths per Table 4.

The maximum grade for residential streets is 10% unless otherwise approved by the City where natural topography is such as to require steeper grades. The maximum grade for all other streets shall be 7.50%. The minimum grade for all streets is 0.50%.

TABLE 4
MINIMUM ACCEPTABLE CREST CURVE GIVEN SPEED AND
DIFFERENCE IN GRADE OF ROAD

S			K									
MPH Ft.			L-KA									
			A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10
30	200	30	100	100	100	120	150	180	210	240	270	300
35	250	50	100	100	150	200	250	300	350	400	450	500
40	325	80	100	160	240	320	400	480	560	640	720	800
45	400	120	120	240	360	480	600	720	840	960	1080	1200
50	475	160	160	320	480	640	800	960	1120	1280	1440	1600
55	550	220	220	440	660	880	1100	1320	1540	1760	1980	2200
60	650	310	310	620	930	1240	1550	1860	2170	2480	2790	3100

TABLE 5
MINIMUM ACCEPTABLE SAG CREST CURVE GIVEN SPEED AND
DIFFERENCE IN GRADE OF ROAD

S			K									
MPH Ft.			L-KA									
			A-1	A-2	A-3	A-4	A-5	A-6	A-7	A-8	A-9	A-10
30	200	40	100	100	120	160	200	240	280	320	360	400
35	250	50	100	100	150	200	250	300	350	400	450	500
40	325	70	100	140	210	280	350	420	490	560	630	700
45	400	90	100	180	270	360	450	540	630	720	810	900
50	475	110	110	220	330	440	550	660	770	880	990	1100
55	550	130	130	260	390	520	650	780	910	1040	1170	1300
60	650	160	160	320	480	640	800	960	1120	1280	1440	1600

D. INTERSECTION CURB RADII

The radius shall be thirty (30) feet at the intersection of all intersecting streets unless otherwise approved by the City Engineer or Authorized Representative.

See Detail, page 10.

Note: At many intersections, the curb radius encroaches on the right-of-way so as to not provide sufficient room for sidewalks, utilities, etc. within the parkway. Therefore, right-of-way will be dedicated at the intersection of all streets such that a minimum of nine and one-half (9.5) feet of parkway shall be maintained from the back of the curb along the curb's radius.

E. RESIDENTIAL FRONTAGE

Residential houses shall not front a thoroughfare unless parallel access roads are provided. Minimum distances between adjacent curbs or the thoroughfare and the access road shall be twenty (20) feet.

F. STATE DESIGNATED ROADS

All such roads within the City of Farmersville will conform to State Design Standards unless otherwise directed by the City Engineer.

SECTION III

MEDIAN AND LEFT TURN LANE DESIGN STANDARDS

A. WIDTH OF MEDIAN

Median widths vary from a minimum of 4' (with left turn lanes) to a maximum of 24' (see Table 1).

B. REQUIRED MEDIAN OPENING AND LEFT-TURN LANE

Median openings on divided thoroughfares shall be provided at all dedicated street intersections and at private drives where they conform to the City's spacing requirements. A left turn lane for the proposed drive or street shall accompany the median opening.

C. COST OF MEDIAN OPENINGS AND LEFT-TURN LANES

Median openings and left-turn lanes constructed to serve private drives and new roads shall be paved to City standards, inspected by City Inspectors, and paid for by owners served by the median openings and left-turn lanes. The City shall be responsible for, and pay the costs of, the paving of median openings and left-turn lanes, constructed to serve existing dedicated streets, and those that exist for drives, when a part of the Capital Improvement widening program is undertaken by the City on an existing public street.

D. MINIMUM LEFT-TURN STORAGE, TRANSITION LENGTH, AND MEDIAN OPENING WIDTH, LOCATION, AND SPACING REQUIREMENTS

(1) Left Turn Storage

All left-turn storage areas shall be ten (10) feet wide with minimum storage requirements for left-turn lanes as in Table 6.

TABLE 6

MINIMUM LEFT TURN STORAGE REQUIREMENTS

<u>Intersecting Thoroughfares</u>	<u>Minimum Storage</u>
Major with Major	150 feet
Major with Secondary	100 feet
Major with Residential	60 feet
Major with Private Drive	60 feet
Secondary with Major	100 feet
Secondary with Residential	60 feet
Secondary with Private Drive	60 feet

Note: Storage requirements listed herein are absolute minimums. Storage requirements may increase based upon actual and projected traffic demands.

(2) Transition Length

The transition curves used in left-turn lanes shall be two 250-foot radius reverse curves, which will require a total transition length of 100-feet.

(3) Median Openings

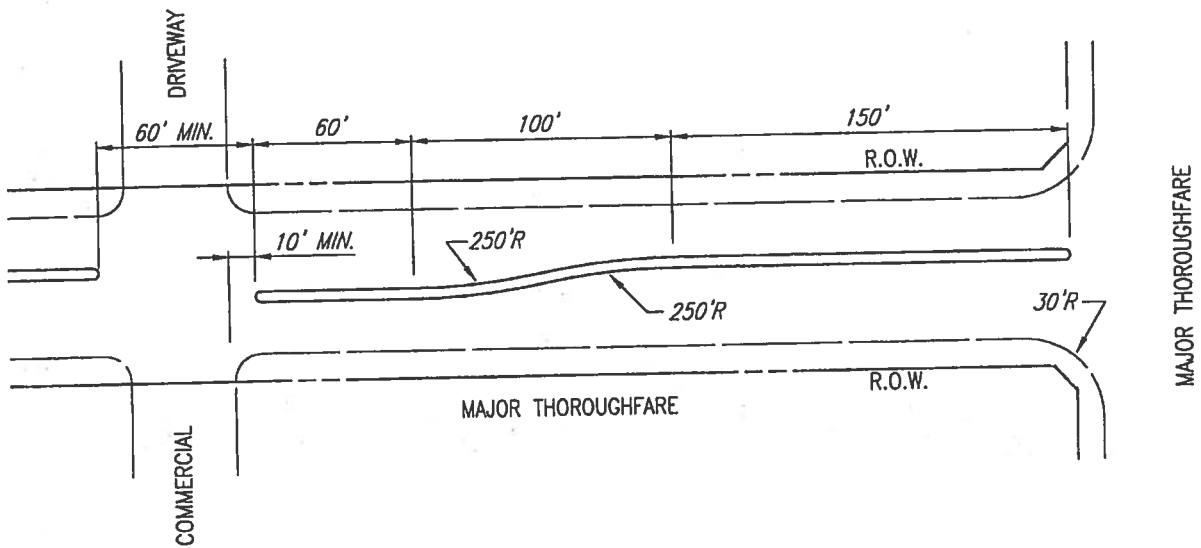
- a) Median openings at Intersections shall be from right-of-way to right-of-way or the intersecting street.
- b) The minimum width of mid-block median openings shall not be less than sixty (60) feet. See Detail, page 9.

(4) Medians Where No Left-Turn Pocket is Needed

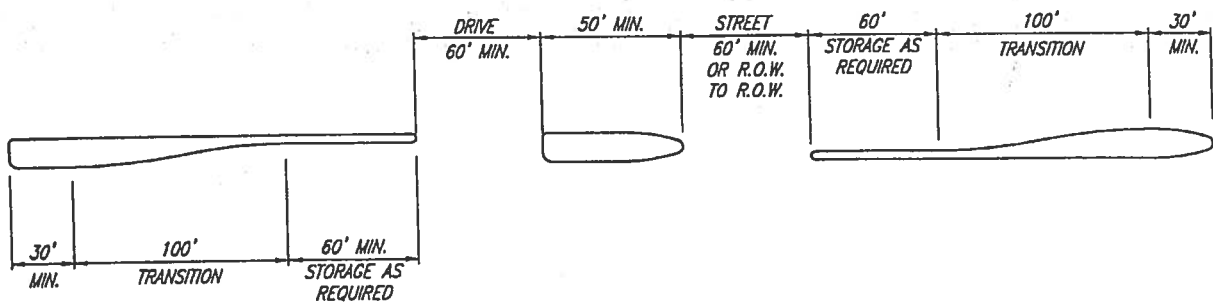
- a) If left-turn storage is provided in only one direction, (i.e., a drive cannot be installed for the other direction), the minimum length of median must be the required left-turn storage and transition length, plus 30-feet of median length beyond the end of the transition.
- b) If the left turn storage is not required in either direction, but the median is simply a spacer between two median openings, the minimum length of the spacer must be 50-feet. See Detail, page 10.

(5) Medians into Developments on Public Streets

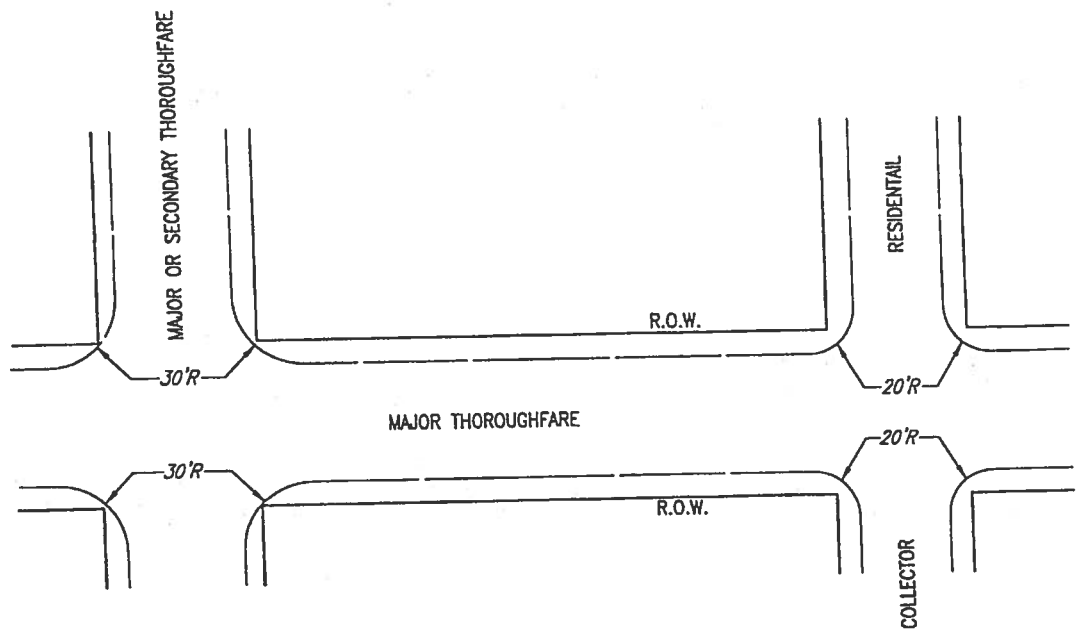
Medians installed on undivided streets at entrances to subdivisions for aesthetic or any other purpose will be a minimum of 4-feet wide and 100-feet long.



TYPICAL MEDIAN OPENING SPACING
MAJOR THOROUGHFARE



TYPICAL MEDIAN DIMENSIONS WITHOUT
BACK TO BACK LEFT TURN POCKETS



CURB RADII AT INTERSECTION

SECTION IV

ALLEY DESIGN STANDARDS

A. ALLEY REQUIREMENTS FOR DEVELOPMENTS

Alleys shall be constructed in accordance with City of Farmersville Subdivision Ordinance. Alleys shall be provided in all residential areas and shall be paved with concrete in accordance with the City's Standard Construction Details. The City Council may waive the residential alley requirement upon determination of the Council that such a waiver is in the best interest of the City. Alleys may be required in commercial and industrial developments. The City may waive the commercial and industrial alley requirement upon determination of the Council, if in its opinion adequate provisions are made for service access such as off-street loading, unloading and parking consistent with the uses proposed.

B. ALLEY INTERSECTIONS

Alleys shall not intersect major or secondary thoroughfares with medians. Alleys which run parallel to and share a common right-of-way line with a major thoroughfare shall turn away from the major street not less than one subdivision lot width or a minimum of 50-feet (whichever is greater) from the cross street intersection.

C. ALLEY WIDTHS

The minimum alley right-of-way width shall be twenty (20) feet with a minimum 12-foot paved width. Dead-end alleys shall not be permitted without special permission from the City Engineer or Authorized Representative. The geometry of alley construction shall conform to the Standard Construction Details.

D. ALLEY RADIUS

Alley radii at street intersections in residential developments shall not be less than 10-feet.

Alley radii at street intersections in commercial and residential developments shall not be less than 30-feet unless approved by the City Engineer or Authorized Representative.

SECTION V

DRIVEWAY DESIGN STANDARDS

A. DEFINITION OF DRIVEWAY TYPES

For purposes of interpreting the provisions of these Rules and Regulations, the following definitions shall apply:

- (1) A "residential" driveway provides access to a single-family residence, to a duplex, or to a multi-family building containing five or fewer dwelling units. These drives shall intersect residential and commercial roadways only. All access to residential property abutting all other thoroughfares shall be off the alley or a service road.
- (2) A "commercial" driveway provides access to an office, retail or institutional building, or to a multiple-family building having more than five dwelling units. It is anticipated that such buildings will have incidental truck service. Commercial drives shall access to Major or Secondary Thoroughfares only.
- (3) An "industrial" driveway serves substantial numbers of truck movements to and from loading docks of an Industrial facility, warehouse, or truck terminal. A central retail development, such as a community or regional shopping center, may have one or more driveways specially designed, signed, and located to provide access for trucks and such driveways shall be considered industrial driveways. Industrial plant driveways whose principle function is to serve administrative or employee parking lots shall be considered commercial driveways. Industrial drives shall access to Major or Secondary Thoroughfares only.

Note: Two-way driveways shall always be designed to intersect the street at a 90° angle.
One-way driveways may be designed to intersect a street at a 45° angle.

B. *DRIVEWAY WIDTH*

As the term is used here, the width of a driveway refers to the width of pavement at the property line.

- (1) Residential driveways onto streets shall have a minimum width of 12-feet and a maximum width of 24-feet. Joint access residential drives shall have no less than nine (9) feet on any property. See Detail (a), page 15.

- (2) Commercial/Industrial. Two-way operation: See Detail (b), page 15.
 - a) Commercial driveways shall have a minimum width of twenty-four (24) feet and a maximum width of 30-feet.
 - b) Industrial driveways shall have a minimum width of 30-feet and a maximum width of 40-feet. Joint access commercial/industrial drives shall have no less than Ten (10) feet on any property, with the full drive width and access pavement to the property built for the development at the same time.
- (3) Commercial/Industrial - One way operation:
 - a) 90-degree drives shall have a width of 18-feet for ingress and 22-feet for egress, with the separation median width being a minimum of 4-feet and a maximum of 10-feet. See Detail (c), page 16.
 - b) 45-degree drives shall have a width of 18-feet for ingress and 16-feet for egress, with the separation median width being a minimum of 4-feet and a maximum of 10-feet. Joint access commercial/industrial drives shall have no less than 10-feet on any property, with the full drive width and access pavement to the property built for the development at the same time. See Detail (d), page 16.

C. DRIVEWAY RADIUS

All driveways intersecting dedicated streets shall be built with a circular curb radius connecting the 6-inch raised curb of the roadway to the design width pavement of the driveway. All driveways shall provide for barrier free access. Driveway radii shall fall entirely within the subject property so as to begin at the street curb, at the extension of the property line.

(1) 90-Degree Intersection (See Detail, page 15)

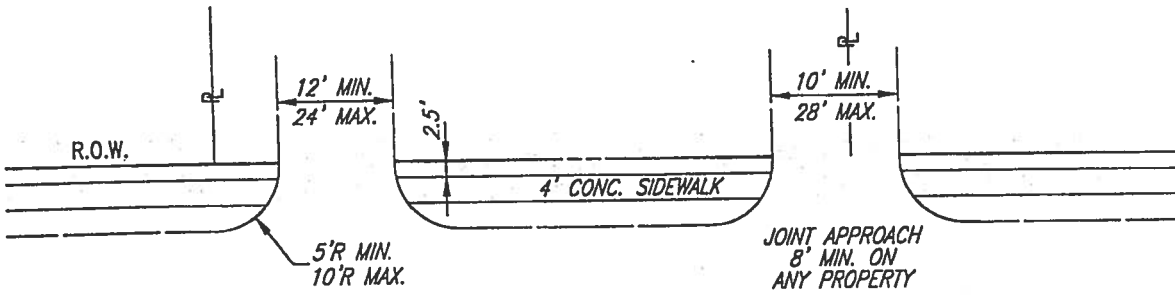
- a) The curb radii for a residential drive shall be a minimum of 5-feet and a maximum of 10-feet.
- b) The curb radii for commercial and industrial drives shall be 30-feet unless otherwise approved by the City.

(2) 45-Degree Intersection

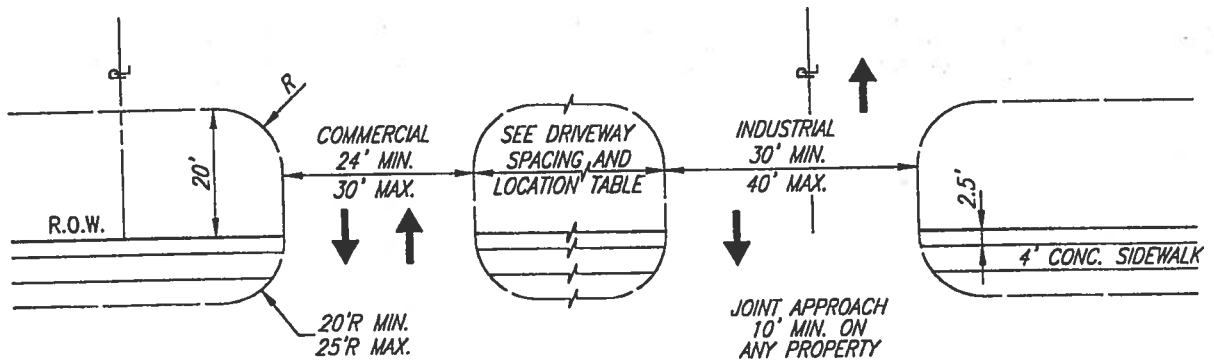
The curb radii shall be 5-feet for the outside of the drive and 2½-feet for the median. See Detail, page 16.

In order that the definition of the location of the edge of pavement for the thoroughfare may be maintained, driveway radii shall always be designed to become tangent to the street curb line. All commercial and industrial drives will have an unbroken curb length of not less than 20-feet

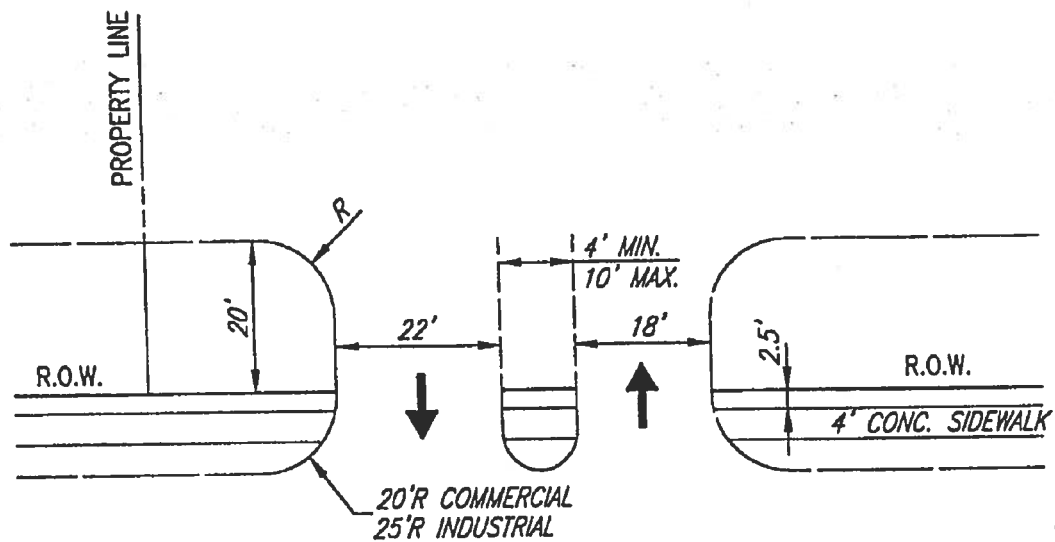
from the right-of-way, or 30-feet from the roadway curb extending into the site on each side of the drive.



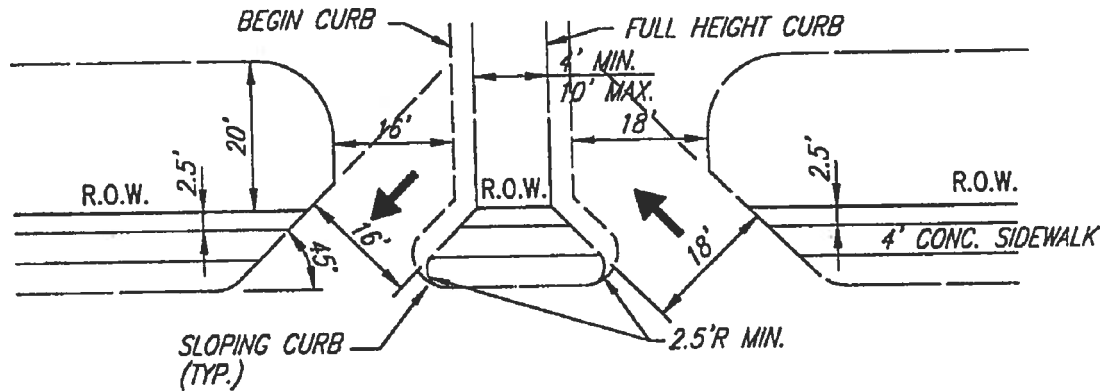
(a) DRIVEWAYS WIDTH, RADIUS, SPACING



(b) DRIVEWAYS WIDTH, RADIUS, SPACING



(c) DRIVEWAYS WIDTH, RADIUS, SPACING



(d) DRIVEWAYS WIDTH, RADIUS, SPACING

D. DRIVEWAY SPACING AND LOCATION IN RELATION TO OTHER DRIVES

(1) Residential

Driveway approaches on a tract of land devoted to one use shall not occupy more than 70% of the frontage abutting the roadway. No more than two driveway approaches shall be permitted on any parcel of property on each street.

(2) Commercial and Industrial

The spacing and location of driveways shall be related to both existing adjacent driveways and those shown on approved development plans. The spacing between driveways shall depend upon the design speed of the street as shown Table 7. Driveways shall not be permitted in the transition area of a deceleration lane or a right turn lane.

TABLE 7

**DRIVEWAY SPACING IN RELATION TO OTHER DRIVES GIVEN THE
DESIGN SPEED OF THE STREET**

<u>Design Speed (MPH)</u>	<u>Driveway Spacing (Ft.)</u>
25	65
30	90
35	100
40	120
45	150
50	200

The minimum spacing shall not be more than 10-feet less than shown above. Spacing between driveways will be measured along the property line from the edge of one driveway to the closest edge of the next driveway and not from centerline to centerline.

E. DRIVEWAY SPACING IN RELATION TO A CROSS STREET

(1) 90 Degree Intersection - Drive to Road

- a) Driveways that intersect at 90 degrees to a residential or "secondary street" shall be located a minimum of the drive radius from a residential street's end of curb radius.
- b) A driveway that Intersects at 90 degrees to a residential or secondary street shall be located a minimum of thirty (30) feet from a secondary or major street's end of curb radius. (see Detail (a), page 19)

- c) A driveway that intersects at 90 degrees to a major street shall be located a minimum of 100-feet from any intersecting street's right-of-way or from the end of any intersecting street's curb radius as determined by the City Engineer. If the property length, along the street, is such that both the drive and the drive's curb radius cannot be totally within the proposed development, the drive will be situated so as to be a joint access drive. (see Detail (b), page 19)

(2) 45 degree Intersection - Drive to Road

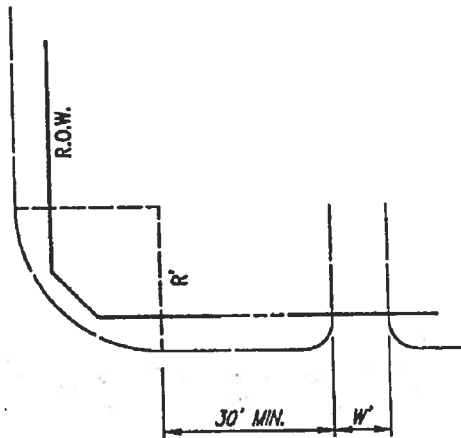
- a) If one-way angle drives are used, the radius for the driveway on a residential or secondary may not begin less than 35-feet from an intersecting street's end of curb radius.
- b) On a major street the drive shall be located a minimum of 100-feet from any intersecting street's right-of-way. If a property length, along the street, is such that both the drive and drive's curb radius cannot be totally within the proposed development, the drive will be situated so as to be a joint access drive. (see Detail (c), page 19)

A summary of driveway widths, radii, and angle requirements are given in Table 8.

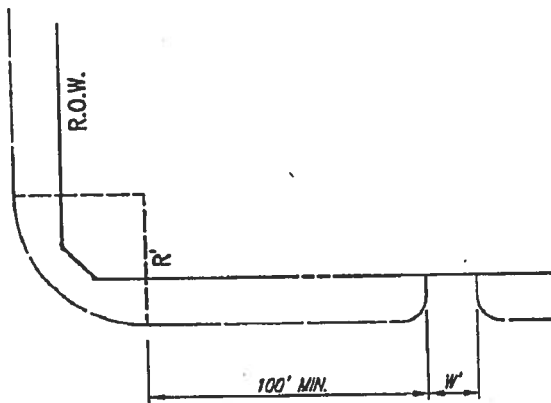
TABLE 8

SUMMARY OF DRIVE REQUIREMENTS

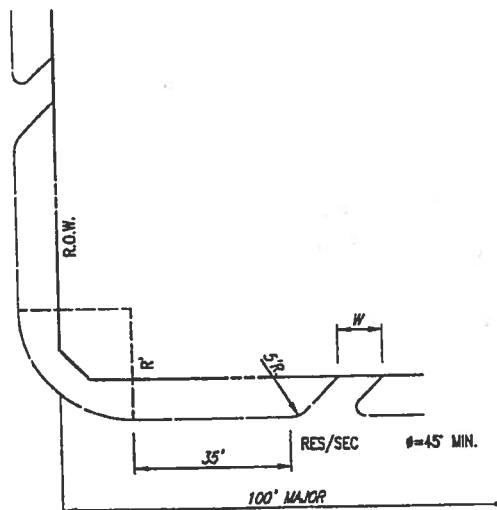
	Residential	Commercial	One-Way		Industrial
			In	Out	
Width (ft)					
Minimum	12	20			30
One-way (only)					
90°			18	22	
45°			18	16	
Maximum	24	30			40
Curb Radius (ft)					
45° (one-way)	5	10	10	10	10
90°	5 – 10	30	Same	Same	30
Intersection					
Angles (deg.)	90°	90°	90°	90°	90°
	45°	45°	45°	45°	45°



(a) DRIVE INTERSECTING A RESIDENTIAL OR SECONDARY



(b) 90° DRIVE INTERSECTING A MAJOR



(c) ANGLE DRIVE

SECTION VI

SIDEWALK AND LOCATION DESIGN STANDARDS

A. DEFINITION OF SIDEWALK

A sidewalk is defined as that paved area in a roadway right-of-way between the curb lines or the edge of pavement of the roadway and the adjacent property lines for the use of pedestrians. The maximum cross slope of the sidewalk shall be ¼-inch per foot. These sidewalks shall conform to the following standards:

- 1) Zoning Classification Requiring Sidewalks: Concrete sidewalks designed and located according to City standards shall be constructed along all streets in all zoning classifications except agricultural zoning. The Owner shall build sidewalks at the time of site development. Should it be impractical to install the sidewalk at that time, funds for the sidewalk construction shall be placed in escrow with the City for use at the time when sidewalks are needed. Payment or escrow shall be made at the time of site plan or final plat approval.
- 2) Residential Areas (Single Family, Two Family and Multi-Family): Sidewalks shall be 5-feet in width and located 1-foot from the back of the curb line or the edge of pavement and the adjacent property line. Along thoroughfares with inadequate right-of-way the sidewalk width shall be 5-feet in width and constructed adjacent to the back of curb.
- 3) Non-Residential Areas: Sidewalks shall be 5-feet in width and located at least 1-foot from the back of the curb line or the edge of pavement and the adjacent property line. Along thoroughfares with inadequate right-of-way the sidewalk width shall be 5-feet in width and constructed adjacent to the back of curb.
- 4) Exceptions: In areas where mailboxes and other structures interfere with a clear width of 5 feet for the sidewalk, the specified width shall be wrapped around and along one side of the mailbox or other structure.
- 5) Waiver: The sidewalk required in non-residential areas may be waived by the City Council either temporarily or permanently at the time of site plan or final plat approval. Waiver may be granted based on site conditions and/or location of the tract.

- 6) Areas Without Screening Walls: In areas on major and secondary roadways where either screening is not required or a type of screening other than a wall is used, (e.g., a berm, foliage, etc.) a 5-foot sidewalk will be constructed not more than 2½-feet from the back of the curb line or the edge of pavement and the adjacent property line as required by the Thoroughfare Plan.
- 7) Areas with Screening Walls: In areas where a screening wall is provided, a concrete sidewalk shall be constructed contiguous with the screening wall. The street side of the sidewalk shall run parallel to the street curb. The sidewalk shall be a minimum of 5-feet wide and the measurement shall be made from the street side of the sidewalk.
- 8) Sidewalk on Bridges: Bridges on thoroughfares shall have a sidewalk constructed on each side of the bridge. The sidewalk shall be a minimum of 6-feet wide with a parapet wall provided adjacent to the curb of the thoroughfare and with a standard pedestrian bridge rail protecting the sidewalk on the outside edge of the bridge.
- 9) Sidewalks Under Bridges: When new bridges are built as a part of the construction of a roadway or the reconstruction of a roadway and a pedestrian crossing is needed, an 8-foot sidewalk will be built as a part of the embankment design underneath the bridge structure. The 8-foot sidewalk shall be located generally along the toe of the embankment.

B. BARRIER-FREE RAMPS (Compliance shall be with the American Disability Act)

Curbs and walks constructed at intersections or all streets and thoroughfares must comply with the provisions of the American Disability Act and be constructed in a manner to be easily and safely negotiated by physically challenged persons.

SECTION VII

PUBLIC RIGHT-OF-WAY VISIBILITY

A. STREET/DRIVE INTERSECTION VISIBILITY OBSTRUCTION TRIANGLES-FRONTAGE PLAN/PROFILE

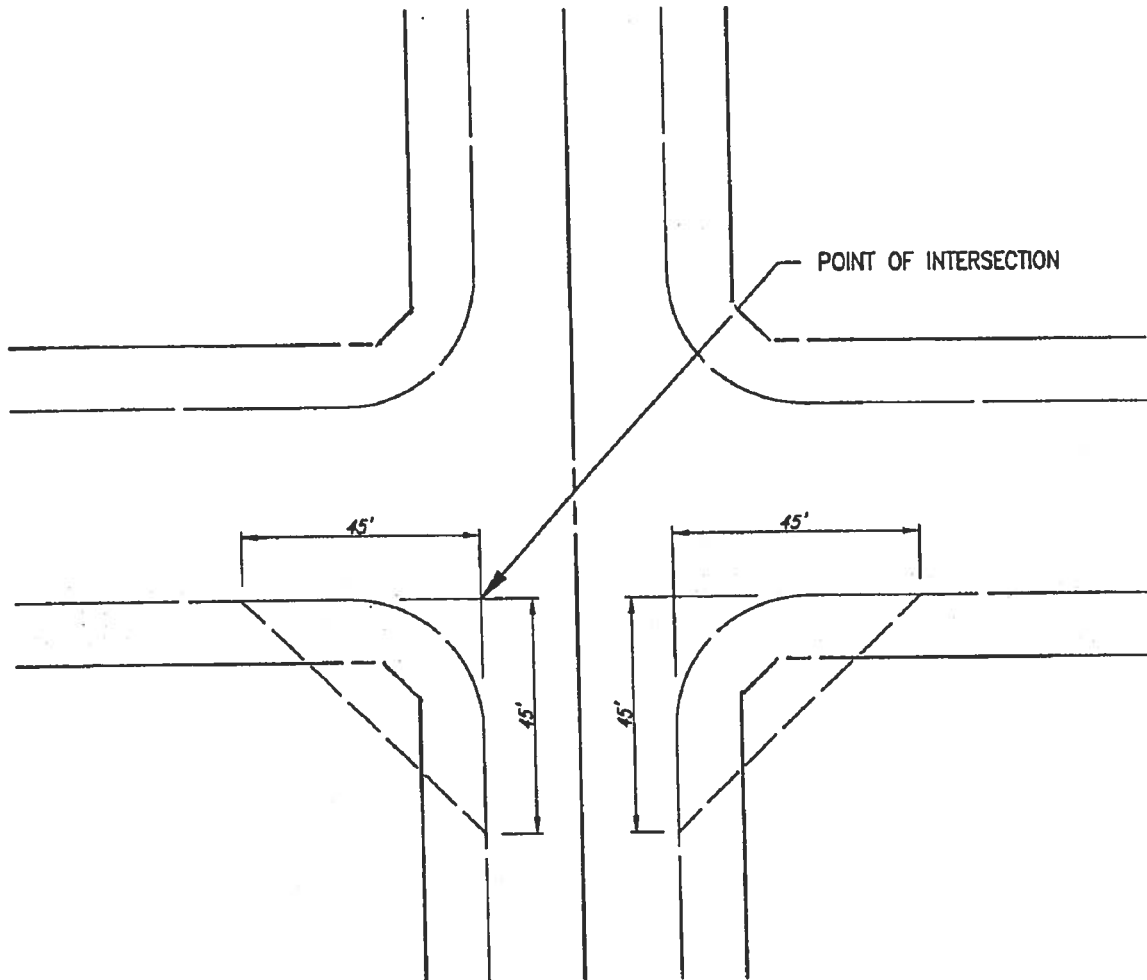
A landscape plan showing the plan/profile of the street on both sides of each proposed drive/street to the proposed development with the grades, curb elevations, proposed street/drive locations, and all Items (both natural and man-made) within the visibility triangles as prescribed below shall be provided with all site plans, if they are not on engineering plans that are submitted at the same time. This profile shall show no horizontal or vertical restrictions (either existing or future) within the areas defined below.

(1) Obstruction/Interference Triangles-Defined

No fence, wall, screen, billboard, sign, structure, foliage, hedge, tree, bush, shrub, berm, or any other item, either manmade or natural shall be erected, planted, or maintained in a position, which will obstruct or interfere with the following minimum standards.

- a) Vision at all intersections where streets intersect at or near right angles shall be clear at elevation between 2½-feet and 9-feet above the average gutter elevation, except single trunk trees, within a triangular area formed by extending the two curb lines from their point of intersection, 45-feet, and connecting these points with an imaginary line, thereby making a triangle. If there are no curbs existing, the triangular area shall be formed by extending the property lines from their point of intersection 30-feet and connecting these points with an imaginary line, thereby making a triangle. (see Detail, page 23)
- b) Definitions for desirable minimum sight distance requirements for non-residential streets, commercial driveways, and industrial driveways that intersect at or near right angles are presented below (see Detail, page 25). The values presented are minimum sight distances which would permit the following:

- T-Upon turning left or right, an exiting vehicle could accelerate to the operating speed of the street.



HORIZONTAL CLEAR TRIANGLE

The desirable minimum sight distances are based on the premise that the approaching driver can observe the intersecting vehicle 2.5 seconds before he must apply the brakes and travel the minimum stopping distance for his approach speed. They are, therefore, particularly applicable to arterial streets. Actual sight distances provided at Intersections should be much greater than these minimum values if practical. The minimum sight distance triangle shall also apply to visibility obstructions at intersections.

Conditions for Intersection Sight Triangle-Plan/Profile:

- In the plan view, the horizontal clear area at the Intersection of a proposed street/drive shall be defined as being within a triangular area formed by:
 - (I) A line that is on the centerline of the proposed street/drive, beginning at the Intersecting street's tangent curb and continuing for a distance of 15-feet back into the proposed street/drive to the end point.
 - (II) A line that is parallel to and 5-feet out from the intersecting street's curb, beginning at the centerline of the proposed street/drive and continuing for a distance "T" as prescribed in Table 9, to the end point.
 - (III) A straight line that connects the end point of an:
 - That is on the centerline and 15-feet back into the proposed street/drive, and the end point of a
 - That is a distance "T" along and 5-feet out from the existing street's curb from the centerline or the proposed street/drive.

In the profile view, the clear window shall be defined as being within the horizontal clear area and clear between 2.5 feet and 9 feet above the average pavement elevation.

Note: Single trunk trees within the triangles and in the median shall be allowed and spaced so as to not cause a "picket fence" effect. Because of the large variation of ways in which trees can be planted, the spacing will be decided upon by the City Engineer and the developer at the time of review of the landscape plans. Any other item that obstructs these lines so as to interfere with the above requirements will not be allowed.

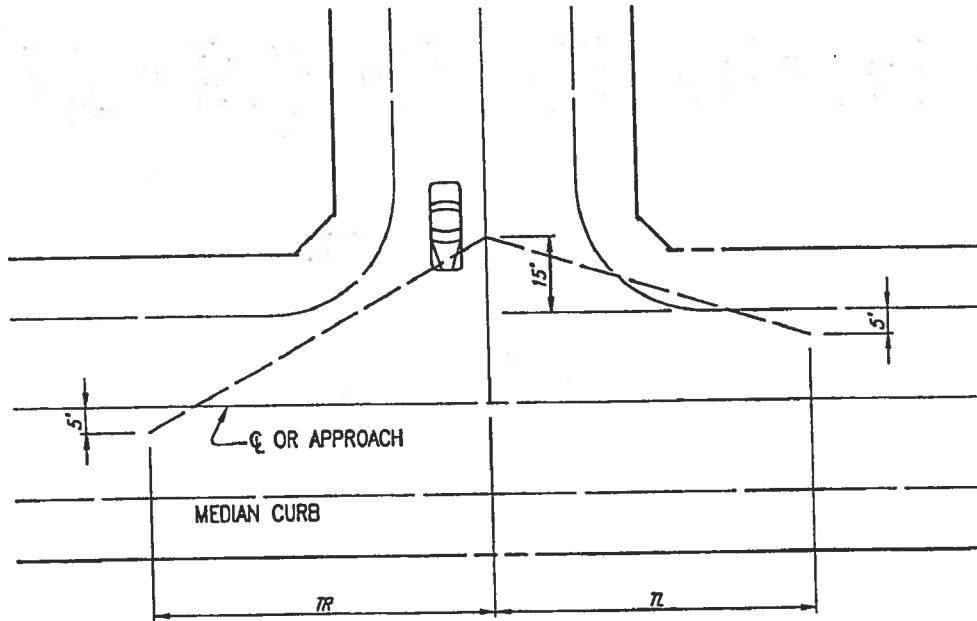


TABLE 9
 MINIMUM SIGHT DISTANCE FOR
 A CAR AT AN INTERSECTION

<u>MPH</u>	<u>I</u>
30	110 + 200=310
35	130 + 250=380
40	130 + 325=475
45	165 + 400=565
50	190 + 475=665

(AASHTO P138, BRAKE REACTION DISTANCE
 + STOPPING SITE DISTANCE)

TABLE 9
MINIMUM SIGHT DISTANCE FOR A CAR AT AN INTERSECTION
(For Level-Two Lane Streets)

<u>MPH</u>		<u>T</u>				
30	.....	110	+	200	=	310
35	.....	130	+	250	=	380
40	.....	130	+	325	=	475
45	.....	165	+	400	=	565
50	.....	190	+	475	=	665

AASHTO P138, Break Reaction Distance + Stopping Site Distance

The aforementioned restrictions also apply to streets that do not intersect at right angles, except that the triangle dimensions shall not necessarily be minimum requirements. In such cases the City Engineer shall have the authority to vary such requirements as he deems necessary to provide safety for both vehicular anti pedestrian traffic.

B. R.O.W. OBSTRUCTIONS OUTSIDE THE VISIBILITY TRIANGLES

- 1) Foliage of hedges, trees and shrubs in public right-of-ways which are not governed by Zoning Ordinance of the City, or the above triangles shall be maintained such that the minimum overhung above a sidewalk shall be 7-feet, the minimum overhang above a street shall be 14-feet.
- 2) All other areas within the street right-of-ways shall be clear at elevations between 2½-feet and 9-feet above the average street grade,
- 3) Plants in the public right-of-way that will grow over 30-inches (when mature) above the adjacent street's curb will conform to all of the above requirements, where applicable. All landscape plans shall show the locations and type of such plants, and show each of the prescribed triangles.
- 4) Ground elevations, within both triangles, will be shown by contour lines.

Note: No plantings over 30-inches above the adjacent gutter elevation are allowed In the median for the length of the left turn stacking space unless specifically agreed upon by the City Engineer.

C. ALLEY VISIBILITY OBSTRUCTIONS

No fence, wall, screen, billboard, sign, structure, or foliage of hedges, trees, bushes, or shrubs shall be erected, planted or maintained in any alley right-of-way. Foliage or hedges, trees, bushes, and shrubs planted adjacent to the alleys right-of-way which are not governed by the above triangles or by Zoning Ordinance of the City, shall be maintained such that the minimum overhang or encroachment shall be 14-feet above the alley surface at the edge of the pavement.

D. EXCEPTIONS

The provisions of this manual shall not apply to, or otherwise interfere with, the following:

- 1) Placement and maintenance of traffic control devices under governmental authority and control.
- 2) Existing and future screening requirements Imposed by the City Council.
- 3) Existing and future City, State and Federal Regulations.

SECTION VIII

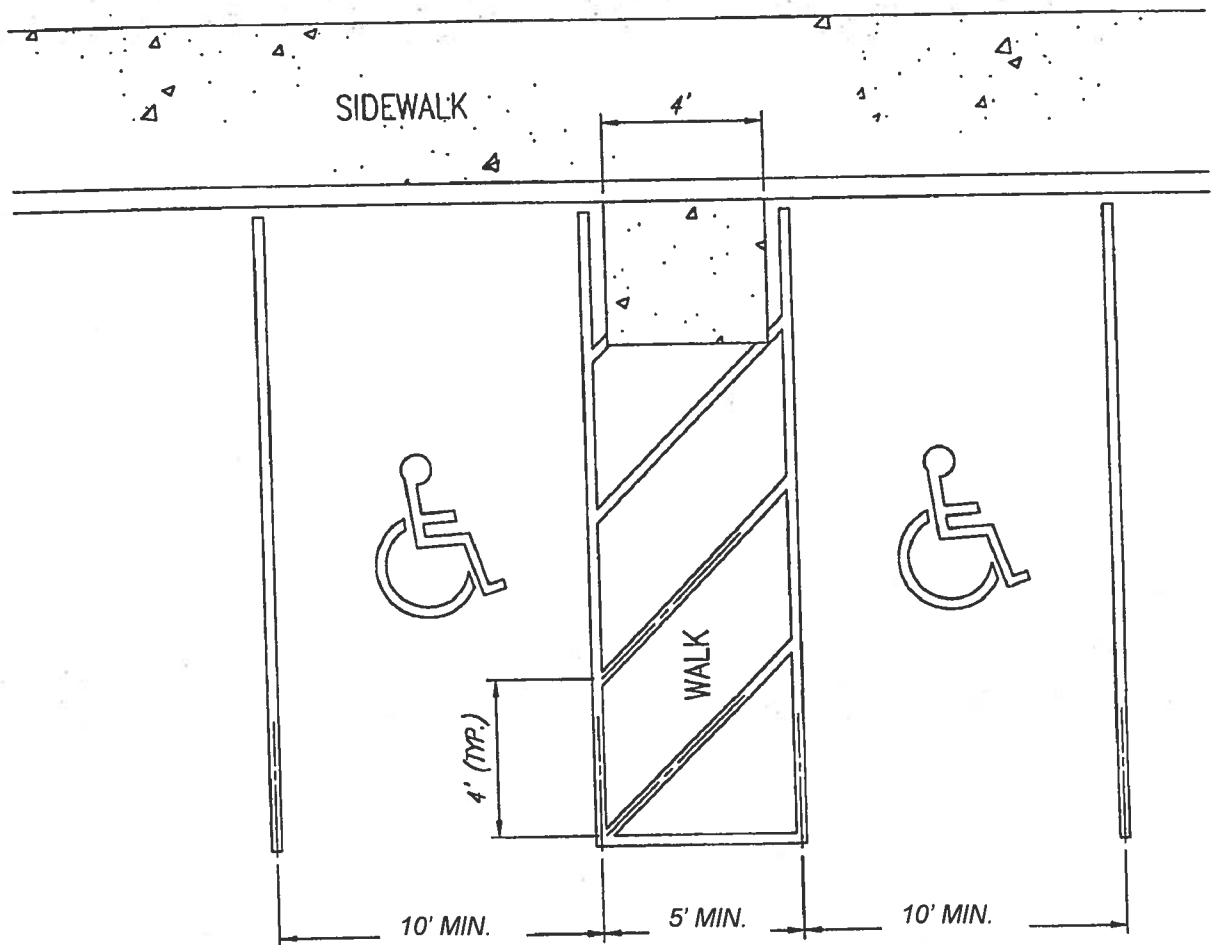
OFF STREET REQUIREMENTS

A. STACKING SPACE FOR DRIVE-UP WINDOWS

The minimum stacking space for the first vehicle stop for a commercial drive-through shall be 100-feet, and 40-feet thereafter, for any other stops.

B. PARKING - LOT LAYOUT

- 1) All parking lots shall be paved with concrete unless otherwise approved by City Council.
- 2) No parking area will be allowed to dead-end unless adequate turnaround space is proved.
- 3) Each standard off-street parking space shall contain not less than 162 square feet and measure not less than 9 feet by 18 feet, exclusive of access drives and aisles, and shall be of usable shape and condition.
- 4) The width for two-way aisles shall be a minimum of 24-feet and a maximum of 45-feet.
- 5) Handicapped parking spaces shall be a minimum 10-feet in width with a 5-foot minimum walkway. The walkway can be shared by two spaces. For parallel parking the space shall be a minimum of 24-feet by a minimum 13-feet with a 3-foot minimum walkway one end in addition to the minimum 24-foot dimension. (see Detail, page 29)
- 6) Parking Overhang: No parking stall shall be situated so as to allow vehicle overhang into public right-of-way. Curb or parking stops shall be installed so that the distance between the face of the curb or car stop is a minimum of 2-feet from the public right-of-way.
- 7) Movements in Public Right-of-Way: No parking stall shall be so designed as to allow any movement into or out of the stall, upon public right-of-way.
- 8) Parking lot illumination shall be designed and constructed to direct the light to the parking lot and away from any adjoining property or street.
- 9) Fire lanes shall be constructed as required by Fire Department rules and regulations.



HEAD-IN OR ANGLE PARKING DIMENSIONS

SECTION IX

RURAL SUBDIVISION REQUIREMENTS

A. Construction and Improvement Specifications for Rural Subdivisions

- A.1 Driveways in a rural subdivision shall be constructed with six inches (6") of 3,000 p.s.i. concrete, reinforced with #4 rebar on twenty-four inch (24") centers.
- A.2 Driveway approaches in a rural subdivision shall allow for a twelve foot (12') shoulder extension to the county road (see specifications to improvements to county roads), shall be a minimum of thirty feet (30') long, shall provide a minimum eighteen inch (18") reinforced concrete culvert, with 6 to 1 safety end treatments, and shall provide a minimum of six inches (6") flex base material for approach subgrade (flex base material type A grade 1 TXDOT standard).
- A.3 If the existing county road has less than an asphalt surface, the developer shall improve the road as follows; minimum three inches (3") of asphalt base course Type B Tex. D.O. T. standard with two inches (2") of surface course asphalt Type B Tex. D.O.T standard, allowing for future shoulder improvement.
- A.4 A rural subdivision shall have a minimum county road frontage of one-hundred twenty-five feet (125').
- A.5 Prior to development of the interior of a rural subdivision, the existing asphalt county road shall be improved as follows:
- (1) A twelve foot (12') shoulder must be added, to the following specification; a six inch (6") stabilized sub base with a minimum 6% by dry weight of lime (27 pounds per square yard for 6" of depth); a minimum of twelve inches (12") flex base material Type A grade 1 TXDOT standard; minimum three inches (3") asphalt base coarse Type B TXDOT. Standard; and
 - (2) Overlay both sections, shoulder and existing road, with two inches (2") surface course asphalt Type B Tex. D.O.T. standard

A.6 A rural subdivision shall provide right-of-way as provided in the subdivision ordinance, according to street type.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

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

- An update is attached for review

ACTION: Receive information.

Project Number	Project Name	Budget	Projected Or Actual Bond Cost	Status	Estimated Construction Start Date	Estimated Construction End Date
Street Projects						
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	123,000	153,791	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	265	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	3,369,928	203,900		
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 Allocation		2,400,000				

Bond dispersment amounts: \$1.5M, \$2.0M, \$2.475M



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Update on Safe Routes to School project

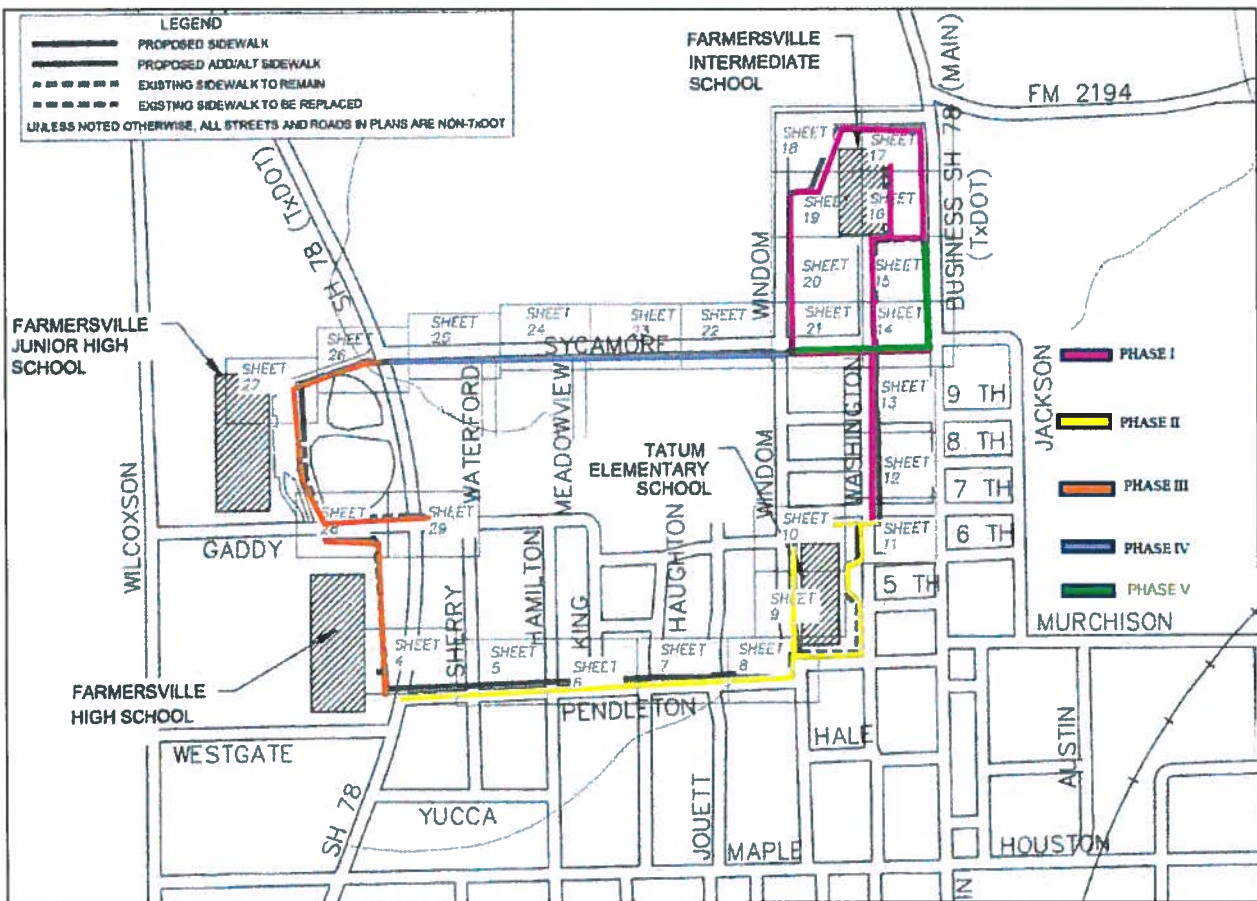
- An update is attached for review

ACTION: Receive information.

Safe Routes To School (SRTS) Project Update

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date
Safe Routes to School Grant Funded by TxDOT	\$674,000	\$5,000 CoF Funded	Nov-13	Oct-14

1. Phase I substantially complete. Awaiting final walk-thru.
2. Phase II substantially complete. Awaiting completion of punch list items and final walk-thru. Small panel on Pendleton left out to accommodate move of AT&T utilities.
3. Phase III substantially complete. Awaiting final walk-thru.
4. Phase IV substantially complete. Awaiting final walk-thru.
5. Phase V 99% complete. This was the split portion from phase I. Delayed to accommodate 12 inch waterline construction.





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Update on Chaparral Trail projects

- An update is attached for review

ACTION: Receive information.

Chaparral Trail Project Update

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Chaparral Trail Grant Texas Parks & Wildlife (Phase I)	\$250,000	\$50,000 4B Funded	Oct-12	May-13	Reimbursement of \$158K received so far. Turning in for additional \$42K they did not reimburse. We have been granted an extension to accomplish this.
Chaparral Trail Grant Collin County Open Space (Phase II)	\$300,000	\$150,000 (4B, \$50K) (CoF, \$100K)	May-13	Oct-13	Construction complete. Received check for \$147K. Internal audit complete. Awaiting fund reimbursement for remaining \$3K.
Chaparral Trail Grant Collin County Open Space (Phase III)	\$300,000	\$150,000 (4B, \$60K 2013) (4B, \$60K 2014) (CoF, \$30K 2014)	Jan-15 (est)	May -15	Grant awarded. Awaiting 100% documentation package.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: September 23, 2014

SUBJECT: Update on Highway 380 project

- An update is attached for review

ACTION: Receive information.

US 380 Highway Project Status

1. 1st Railroad Bridge, Passing Track: Complete, TxDOT planning on turning over bridge on 22 Sep 2014.
2. 2nd Railroad Bridge, Main Track: Sep 2014 thru May 2015
3. 380 Roadway, East Bound: Complete. Open to two-way traffic.
 - a. East Bound Off-Ramp (Southwest Ramp), Dec 2014
 - b. East Bound On-Ramp (Southeast Ramp), Complete. Two-way ramp.
4. 380 Roadway, West Bound: Nov 2014, however a small section around the RR bridge area will probably be under construction until May 2015. Floyd Road likely to be closed until end of Oct 2014 to accommodate the installation of a west bound lane. TxDOT is having trouble getting a paving crew on the job. ED Bell project manager has been replaced recently and the new manger has taken over.
 - a. West Bound Off-Ramp (Northeast Ramp), Oct 2014
 - b. West Bound On-Ramp (Northwest Ramp), Feb 2015
5. Main Street Bridge Construction: Complete
 - a. Main Street Roadway: Complete
6. Hill Street Crossing: Nov 2014. Electrical wiring is complete. KCS being invoiced.
7. Walnut Street Crossing: Nov 2014
8. Main/Summit Street Crossing
 - a. Passing track: Nov 2014
 - b. Main track: May 2015



Figure 1. Railroad North from Main Street



Figure 2. Railroad South from Main Street



Figure 3. Looking East from Bridge



Figure 4. Looking West from Bridge