

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
October 14, 2014, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Welcome guests and visitors: Anyone wanting to speak on any items that are not the subject of a Public Hearing on this agenda is asked to speak at this time, with an individual time limit of 3 minutes. This forum is limited to a total of 30 minutes. Please note that the City Council cannot comment or take any action on this item.
- Announcements relating to items of public interest: Announcements regarding local or regional civic and charitable events, staff recognition, commendation of citizens, traffic issues, upcoming meetings, awards, acknowledgement of meeting attendees, birthdays, and condolences.
 - Receive the Keep Texas Beautiful Award from Community Waste Disposal
 - Due to the upcoming holidays, Council Meeting dates for November and December have been changed to:
 - November 4th** and **November 18th** (Monthly Reports will be presented on 11/18/14)
 - December 2nd** and **December 16th** (Monthly Reports will be presented on 12/16/14)
 - Early Voting for the November 4th Election will be held in City Hall October 20 through 24 from 8am-5pm
 - The Chamber of Commerce's 4th annual Trick It Up Bike Ride will begin at 9am on October 25th
 - The Chamber of Commerce's Scare around the Shed will begin at 12:00noon on October 25th

II. CONSENT AGENDA

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 Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually.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the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes
- B. Police Department Report
- C. Code Enforcement/Animal Control Report
- D. Fire Department Report
- E. Municipal Court Report

- F. Warrant Officer Report
- G. Public Works Report
- H. Library Report
- I. City Manager's Report

III. INFORMATIONAL ITEMS

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

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

IV. READING OF ORDINANCES

- A. Second Reading – Consider, discuss and act upon an ordinance amending the Master Fee Schedule regarding Special Event Fees
- B. Only Reading – Consider, discuss and act upon amending the Master Fee Schedule for water rate increases from North Texas Municipal Water District
- C. Only Reading – Consider, discuss and act upon an ordinance amending the 2014-2015 budget regarding police car cameras

V. REGULAR AGENDA

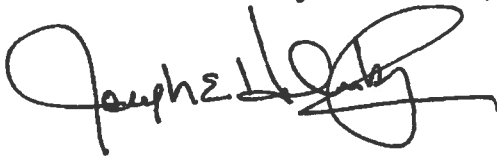
- A. Consider, discuss and act upon an agreement between the Texas Department of Agriculture and the City of Farmersville for a Community Development Block Grant for a sewer project

- B. Consider, discuss and act upon the resignation of a board member for the Planning and Zoning Commission and the Parks and Recreation Board
- C. Consider, discuss and act upon appointing a board member to the Planning and Zoning Commission
- D. Consider, discuss and act upon appointing a board member to the Parks and Recreation Board
- E. Consider, discuss and act upon a resolution to purchase two 2014 Police vehicles
- F. Consider, discuss and act upon a Public Property Finance Act contract with Government Capital Corporation for two Police Department vehicles
- G. Consider, discuss and act upon a contract amendment with Collin County for EMS Services
- H. Consider, discuss and act upon an agreement with Collin County regarding funding for the Rike Library
- I. Consider, discuss and act upon a resolution appointing the newspaper of major circulation
- J. Consider, discuss and act upon a street projects through the General Obligation Bond
- K. Consider, discuss and act upon liability issues in City parks
- L. Consider, discuss and act upon electric rates
- M. Discussion and update regarding hazard mitigation

VI. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

VII. ADJOURNMENT

Dated this the 10th day of October, 2014.

A handwritten signature in black ink, appearing to read "Joseph E. Helmberger", with a stylized, cursive script.

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 October 10, 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



~ October 2014 ~						
◀ September						November ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14 City Council Meeting	15	16	17	18
19	20 Early Voting at City Hall from 8am-5pm	21 Early Voting at City Hall from 8am-5pm	22 Early Voting at City Hall from 8am-5pm	23 Early Voting at City Hall from 8am-5pm	24 Early Voting at City Hall from 8am-5pm	25
26	27	28 City Council Meeting	29	30	31	Notes:

~ November 2014 ~						
◀ October					December ▶	
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 City Council Special Meeting Election Day – FBC Farmersville Warehouse 7a-7p	5	6	7	8
9	10	11 Veteran's Day City Offices Closed	12	13	14	15
16	17	18 City Council Special Meeting	19	20	21	22
23	24	25	26	27 Thanksgiving Holiday – City Offices Closed	28 Thanksgiving Holiday – City Offices Closed	29
30	Notes:					

More Calendars: [December](#), [January](#), [February](#)

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

Rides Start at 9am at the Historic Onion Shed



Home of the Chaparral Trail  **4th Annual Ride**

Whether you ride for fun, for the challenge, or just for the passion of pedaling, you are going to love this ride. Our ride offers an enjoyable experience with beautiful fall colored trees and roads weaving in and out through the country ...

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

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

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

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

Be A Sponsor—Let us put your business name on our event t-shirts.

Bike Sponsors also Include: Tallent Roofing ♦ Independent Bank ♦ Universal Transformer
Hinton Home ♦ Farmersville Physical Therapy ♦ Dyer Drug ♦ City of Farmersville ♦ Irby Company
Daniel & Brown, Inc. ♦ Mary & Jack Coleman ♦ CWD ♦ McCord Engineering, Inc. ♦ Foy, Inc.

FERGUSON
Waterworks

TEXAS FARM BUREAU INSURANCE*
AUTO • HOME • LIFE
Mary Coleman



FARMERSVILLE DENTAL
Family • Cosmetic • Orthodontics

TEDFORD

CHEVROLET FARMERSVILLE



Free Hot Dogs For Riders!
And, Visit Our Beer Garden
At The Small Onion Shed.



Join Us For Live Music With The
The Clay Potter Band
At The Onion Shed
11am—2pm

Call If You Can Be
A Candy Sponsor



It's A Kid Friendly
Safe Afternoon Full Of Terrific Tricks
And Some Fun Treating....

FUN FOR THE WHOLE FAMILY!

Farmersville Rotary Club Will Be Selling Hot Dogs & Chips

CANDY SPONSORS

Farmersville Resale Shop
Kirby Professional Appliances

Also On October 25 | 12-3pm
Scare Around The Shed
The Onion Shed that is...

The Historic Onion Shed Is Where'll Be
Tricking & Treating From 12 to 3pm!



We'll have Bobbing for Apples
Hoop Around the Pumpkin
Pumpkin Bean Bag Toss
Pencils in the Hay Bale
Face Painting & Pinata's
Live Music & Entertainment
A COSTUME CONTEST WITH

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

FARMERSVILLE CHAMBER OF COMMERCE
201 South Main Street | Farmersville, TX 75442 | 972-782-6533



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: CONSENT AGENDA - City Council Minutes

Electronic minutes are found at the following link:

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

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
August 12, 2014

The Farmersville City Council met in regular session on August 12, 2014 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, John Politz, Russell Chandler and Jim Foy. Council member not present was Michael Hesse. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, City Attorney Alan Lathrom, Finance Director Daphne Hamlin, Assistant to the City Manager Paula Jackson, Court Clerk Christi Dowdy, Warrant Officer Rick Ranspot, Librarian Trisha Dowell, and City Secretary Edie Sims.

Item I) CALL MEETING TO ORDER, ROLL CALL

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

Chester Helmberger came as a visitor representing the Scott Turner Leadership Group.

Item II) CONSENT AGENDA

Council did not request any items be removed for discussion. Russell Chandler motioned to approve the Consent Agenda as presented with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item III) INFORMATIONAL ITEMS

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

ITEM IV – A) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE REGULATING THE SALES OF E-CIGARETTES AND SIMILAR PRODUCTS

Mayor Helmberger stated the request to add liquid nicotine had been accomplished and the Council approved the ordinance at the first reading provided the liquid nicotine was added. Jim Foy motioned to approve the ordinance at second reading with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – A) CONSIDER, DISCUSS AND ACT UPON THE PROPOSED TAX RATE, SET TWO PUBLIC HEARING DATES FOR THE TAX RATE, AND DIRECT STAFF IN THE PREPARATION OF AN ORDINANCE FOR THE ESTABLISHMENT OF THE SELECTED RATE

Finance Director Daphne Hamlin came before the Council stating the current year's tax rate is \$0.69/\$100 valuation and the proposed tax rate is \$0.785 due to the 2012 bond. The taxes will increase \$82.99 for a \$100,000 home for next year.

Jim Foy stated the increase is due to the bond which the citizens voted for and approved. Had no bonds been involved in the calculation, the rate would have reduced. City Manager Ben White stated the first public hearing is scheduled for September 2nd which is a special Council meeting date. The second public hearing has been scheduled for September 9th. Russell Chandler motioned to approve the two public hearing dates and directed staff to prepare an ordinance to establish the selected rate. John Klostermann seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – B) CONSIDER, DISCUSS AND ACT UPON AN INTERLOCAL AGREEMENT WITH TEXOMA AREA PARATRANSIT SYSTEM FOR UTILIZATION OF PARKING STRUCTURE

The agreement presented had minor errors including the statement that the City of Farmersville was a Home Rule City. John Klostermann motioned to approve the agreement after corrections were made. John Politz seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – C) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION PETITIONING THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO MODIFY THE COMMISSION'S PREVIOUS ORDER REGARDING THE AREA WITHIN WHICH THE POSSESSION OF AN "OPEN CONTAINER" AND/OR THE PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES IS PROHIBITED

City Manager Ben White stated the original resolution gave a broad area that described the Central Business District. The District was changed and resubmitted to the Texas Alcoholic Beverage Commission (TABC) to redefine the parameters of the District. City Attorney Alan Lathrom indicated TABC allows the City to identify the area

as the Central Business District however deemed appropriate. Council received a map identifying the area around the Freedom Plaza as the Central Business District.

The issue has been the request to rescind the order from the TABC regarding possession/prohibition of an open container and/or public consumption of alcoholic beverages. By changing the area, this would open events that would benefit Farmersville and allow alcoholic beverages to be served at these events.

The resolution presented required the date to be changed, and with said change Jim Foy motioned to approve the resolution. John Klostermann seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

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

Mayor Helmberger opened this item for discussion. Mayor Helmberger requested the word significant be removed from Section 60-1 on page 2 of 25. On page 5 of 25, Mayor Helmberger requested the traditional special events be reviewed to ensure the list is correct and complete. On page 12 of 25, Mayor Helmberger requested the removal of "TxDOT-controlled road" on item 4 and replace with Highway 380 and Highway 78 and include FM 2194. City Attorney Alan Lathrom will confer with TxDOT for their requirements.

According to item g on page 20 of 25, a copy of the current TABC permit must be submitted at least 12 days prior to the event. However, Mayor Helmberger discussed the time allowance in item f to be more stringent. Also, Mayor Helmberger requested the removal of the City Secretary to receive the application and change to allow the City Manager or his designee to receive the TABC permit, thereby having one permit and one application. Mr. White suggested having a form brought to the next meeting. Also the time for review needs to be consistent. Mayor Helmberger requested the permit be part of the application which should be included with the ordinance. City Attorney Alan Lathrom did not recommend this method and will revise the ordinance per the Council's recommendations with a form. No further action was taken by Council.

ITEM V – E) DISCUSS WASTEWATER RATES PER RECOMMENDATIONS FROM RATE STUDY PERFORMED BY NEWGEN STRATEGIES

City Manager Ben White discussed the wastewater rates as recommended by Chris Ekrut with NewGen Strategies. Mr. White stated the last rate increase was originally planned from the rate study and the ordinance from 2011. Using 7,000 gallons as the sample rate, the sewer rate will increase \$16.67 per month.

Mayor Helmberger pointed out the method of calculation of the sewer rate is averaging the water use from December through February. There exists \$277,000 debt service in capital improvements; however due to other needs, the fund is almost a wash. Mayor Helmberger requested the numbers be verified and brought back in an ordinance format at the next meeting.

The excess funds were originally intended to help fund a regional wastewater treatment plant. Mr. White stated we are still utilizing Flo-Dar sensors to detect leaks.

One area may have been found as an issue. Jim Foy stated the Council needs to understand how much is budgeted and is in reserves for planning the future. Council requested Chris Ekrut to attend the next meeting. No further Council action was taken.

ITEM V – F) CONSIDER, DISCUSS AND ACT UPON AN INTERCONNECTION AGREEMENT WITH SHARYLAND UTILITIES

The interconnect agreement with Sharyland Utilities was presented to the Council. City Manager Ben White stated the exhibits coordinate with the references in the agreement. Exhibit E is for the substation and Exhibit F is for the interconnection. Greg Boggs has the document and we are awaiting his signature.

Jim Foy raised a question on page 15 of the agreement where the Peak Load is zero. Mr. White stated this is for an emergency interconnect. Russell Chandler motioned to approve the agreement as presented with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM VI – A) DISCUSS PROPOSED FISCAL YEAR BUDGET 2014 - 2015

Council stated they did not have any items regarding the budget to discuss. Mr. White informed the Council the budget is balanced as it stands including the sewer rate increase. The automated infrastructure system may require a budget amendment but Mr. White stated he is not comfortable in presenting this info to the Council at this time.

ITEM VII) EXECUTIVE SESSION – DELIBERATION REGARDING PERSONNEL MATTERS REGARDING STAFFING CHANGES WITH FARMERSVILLE ELECTRIC

Council went into Executive Session at 6:44:20pm.

Council reconvened from Executive Session at 6:53pm with no action to be taken from the Executive Session.

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

No one requested items for future agendas.

ITEM IX) ADJOURNMENT

Council adjourned at 6:54:50pm.

APPROVED

ATTEST

Joseph E. Helmberger, P.E., Mayor

Edie Sims, City Secretary

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
August 26, 2014

The Farmersville City Council met in regular session on August 26, 2014 at 6:00pm, in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, John Politz, Michael Hesse, Russell Chandler and Jim Foy. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, City Attorney Alan Lathrom, Finance Director Daphne Hamlin, Librarian Trisha Dowell, Main Street Manager Adah Leah Wolf and City Secretary Edie Sims.

Item I) CALL MEETING TO ORDER, ROLL CALL

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

Mayor Helmberger read a proclamation declaring September 7, 2014 as Public Safety Sunday.

Item II – A) ONLY PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT ON THE PROPOSED FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION PROJECTS AND BUDGET FOR FISCAL YEAR 2014-2015

Mayor Helmberger opened the Public Hearing regarding the Farmersville Community Development Corporation Board projects and budget for fiscal year 2014-2015 at 6:04pm. Leaca Caspari, President of the FCDC Board came before the Council stating the CDC has had great accomplishments this past year and felt the Board is very responsible to execute the programs submitted. The FCDC has an ongoing commitment to pay for property purchased at the Spain Athletic Complex, continued support of the Main Street Program including the National Registry, supporting City projects such as the Chaparral Trail, fireworks display, scholarships with Collin College and Christmas activities. Other projects to be funded include the Bain-Honaker house and the Farmersville Heritage Museum. A new event has been added, the Herb Ellis Jazz event. Cash reserves are available to operate for one year event with the above mentioned projects. With no one else coming forward to speak on behalf of the FCDC's upcoming budget proposal, Mayor Helmberger asked for those opposing the budget proposal. With no one coming forward, Mayor Helmberger closed the Public Hearing at 6:07pm. No action was required.

ITEM II – B) ONLY PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT ON THE PROPOSED FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION PROJECTS AND BUDGET FOR FISCAL YEAR 2014-2015

Mayor Helmberger opened the Public Hearing regarding the Farmersville Economic Development Corporation Board projects and budget for fiscal year 2014-2015 at 6:07pm. Mayor Helmberger requested anyone for the FEDC budget and

proposed projects to step forward. With no one coming forward, Mayor Helmberger requested anyone opposing the FEDC budget and proposed projects to come forward. With no one coming forth, Mayor Helmberger closed the Public Hearing at 6:08pm. No action was required.

ITEM II – C) FIRST PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROPOSED 2014 PROPERTY TAX RATE FOR THE CITY OF FARMERSVILLE

Mayor Helmberger opened the Public Hearing regarding the proposed tax rate for fiscal year 2014-2015 at 6:08:30pm. Mayor Helmberger requested anyone for the proposed tax rate to step forward. With no one coming forward, Mayor Helmberger requested anyone opposing the proposed tax rate to come forward. With no one coming forth, Mayor Helmberger closed the Public Hearing at 6:09pm. No action was required.

ITEM II – D) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A REPLAT FOR A RESIDENTIAL SUBDIVISION TO BE LOCATED AT OR ABOUT THE BUCKSKIN AND HOUSTON STREETS, FARMERSVILLE

Mayor Helmberger opened the Public Hearing regarding a replat for a residential subdivision at 6:09:15pm. Mayor Helmberger requested anyone for the replat to step forward. With no one coming forward, Mayor Helmberger requested anyone opposing the replat to come forward. With no one coming forth, Mayor Helmberger closed the Public Hearing at 6:10pm.

Mayor Helmberger stated the name of the addition needed to be corrected from Woodards to Woodard. Jim Foy expressed concern of the set back on Houston Street showing 7-1/2' and should be a 30' set back. The setback would include Merit Street as well. The Thoroughfare Plan reflects Merit Street to be expanded as a main thoroughfare in the future. City Manager Ben White stated the Buckskin railroad crossing would be closed if completed the Thoroughfare Plan.

The existing structure will be treated as a non-conforming use. Jif Foy motioned to approve the replat contingent upon increasing the setbacks on Houston and Merit Streets to 30' for SF-2 zoning requirements, dedicating Merit Street with a 15' right-of-way easement according to the Thoroughfare Plan and Comprehensive Plan and changing the name on the replat to Woodard. If there is a failure in complying with these contingencies, the replat will be disapproved. Russell Chandler seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

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

City Manager Ben White addressed the Council regarding the cash balances stating the operating intent is to become fluid with a 90 day reserve. Daphne Hamlin, Finance Director, stated the Court Fund has worked very hard to meet the aggressive budget. Mr. White stated the Court has met the budget line and had quite an undertaking, but the Warrant Officer program has been very effective.

Ms. Hamlin stated the water and wastewater funds have been split to reflect the actual funds. The Water Fund is down \$338,000 with the Wastewater Fund up \$295,000. Mr. White stating his recommendation of splitting the funds is to be more transparent. Ms. Hamlin reported the water sales are lower this year than last year. Mr. White reiterated the East tower needing a replacement of a stem to the main tower. This project can be pressed forward to next year's budget as a temporary fix has been in place for now. Ms. Hamlin stated all the other funds of the City are quite healthy. Jim Foy motioned to approve the City Financial Report with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

ITEM III – B) CONSIDER, DISCUSS AND ACT UPON HEALTH INSPECTIONS AND FOOD HANDLING WITHIN THE CITY OF FARMERSVILLE

Mayor Helmberger opened this item to discuss with an audience of the local restaurateurs. An ordinance was passed in 2009 requiring Collin County to make inspections of all restaurants and ensure food handling training was accomplished.

Joe McKee, owner of Dairy Queen, came forward expressing his request for the Council to either rescind the ordinance or amend the ordinance to have inspections from going to the extreme. Dairy Queen is a franchise and therefore must adhere to multiple inspections due to the franchise. Other franchise restaurants in the City have the same criteria through their franchise agreements. Currently all restaurants are being inspected by the State. The State Inspector is tough although fair and he spends time educating rather than degrading and demanding. Mr. McKee stated he would rather leave the inspections with the State and not have the inspections through the County which would cost the restaurants more. In the future when growth has mandated the need, the City may wish to pursue having an internal inspector.

Diane Piwko, owner of Fiber Circle, stated she was not informed of the preliminary meeting of the restaurant owners. She too is inspected by the State due to the fudge made in her store. Ms. Piwko expressed concerns of paying triple or quadruple fees if the City works with any other inspectors other than the State. Ms. Piwko stated the kitchen in her store predates the current ordinance and she would have considerable cost to change the restroom and other facilities.

Lisa Pomroy, representative for Bureau Veritas, came before the Council offering their services for the inspections of restaurants and food handlers. Bureau Veritas follows the Food Establishment Rules per the State using registered Sanitarians as inspectors. Ms. Pomroy stated the State does a good job; however if the City wanted to have inspection information, a Public Records Request must be submitted. If the City hired Bureau Veritas, the City would have all information as Bureau Veritas would work for the City and provide all information to the City. Also, any permits and permit fees would go through the City. Bureau Veritas would inspect temporary events, perform health plan reviews and follow all building codes through the City.

Jim Foy states the existing ordinance specifies child care facilities and mobile units are to be inspected. The State does inspect mobile food units however Child Protective Services inspects child care facilities.

Jeremy LaCook, representative for Sonic, stated he too is a franchise that is inspected twice per year by Sonic inspectors which are more rigorous than typical inspections. Other restaurants may be different. With regards to food handler cards, Sonic uses their own SonicSafe Program. Serve Safe is a nationally accredited program used by most restaurants.

All restaurateurs present agreed the State's inspections are more thorough than Collin County's. The State inspects each restaurant once per year, but the timing is not scheduled. Restaurants pay an annual fee to the State as well.

Food handler cards, according to Joe McKee, come down to the basic teaching of washing hands and keeping the areas clean. Michael McMeans of Back Forty Country stated after the tornado storm, he was inspected the day after. Mr. McMeans stated he appreciates the State inspector as he teaches as well as inspects. Back Forty's insurance inspector also inspects his business, thereby having 5 inspections since he opened his business this year.

Misty Brown, Collin County Development Services Division Manager, stated Collin County would not have been able to enforce the ordinance as written in 2009. The County also follows the Health and Safety Code as provided by the State. Collin County follows the same rules and guidelines as the State. Ms. Brown also addressed Diane Piwko's concern stating her business was not deemed a restaurant and carries different type of inspection. Collin County does enforce inspections on daycares, public swimming pools, hotels, bed and breakfasts, and other health establishments.

City Manager Ben White stated he invited all the restaurants to attend a pre-meeting and the conversation relayed was the same at the pre-meeting. Mr. White stated staff recommendation is to have the ordinance rescinded and continue inspections through the State. Presently there are no problems with the public health and safety by keeping the inspections with the State. The future may hold changes that would require the City to inspect other options, but presently the State is fulfilling the need.

Tammy Fording with Lovey's Café and Tea Room stated she wanted to reiterate what all the other restaurants were stating regarding the need to keep the State inspector. Ms. Fording thought the State was to inspect each restaurant twice per year but has only come to her café once this year.

Mayor Helmberger offered another concern regarding concession stands covered by the schools. The Athletic Association should have a license. Lisa Pomroy with Bureau Veritas stated she doubted the concession stands are inspected. The State will inspect when a permit is applied for, but an inspection must be requested. Ms. Pomroy stated Farmersville is not the only City that has these concerns.

Jeremy LaCook with Sonic stated he has another restaurant in Leonard. When he works at the concession stand, someone that has a food handlers card must always be available and stand responsible for the work performed. Diane Piwko spoke up

regarding the Rotary luncheon should also be included. Joe McKee stated food handled at Old Time Saturday, church functions, school fundraisers and other events should also be considered when deciding the inspection process.

Council concurred to bring an ordinance to the Council to rescind the 2009 ordinance.

ITEM III – C) CONSIDER, DISCUSS AND ACT UPON WASTEWATER RATE INCREASE

Chris Ekrut with NewGen Strategies came before the Council. According to the rate study, the 2015 projections were based on how the budget was put together at the time. The original rate study was set in motion as a 4 year plan. If a rate action is not taken, it is anticipated the water and wastewater utilities will have insufficient revenues of negative \$277,000. When the original rate study was implemented, it was thought to be further down the road on the regional wastewater treatment facility. The City is driven by its capital and we are still in the same position as we were 3 years ago.

The sewer rates were phased in to help the impact of the customers. It is painfully obvious the issues facing our wastewater department and the need to prepare for new facilities. Many cities are in drier straights due to the drought and other conditions such as old dilapidated infrastructure. Unfortunately water and wastewater is not getting cheaper. We are seeing more breaks with fewer dollars to fix our infrastructure.

Mayor Helmberger stated the City of Wylie implemented a surcharge to the customers to help with infrastructure needs. Concerns were raised regarding the heavy hand of TCEQ which could require implementation immediately. City Manager Ben White stated we know of infiltration problems and have been working towards addressing those issues. Mr. White also expressed concerns if the drought breaks that other major issues will come. At present, an interceptor line will cost \$14-15 million dollars. It will cost the City \$500,000 per year in payments to keep up a \$15,000,000 debt for a 20 year bond payout. Mayor Helmberger stated impact fees from the increased houses in the MUD district will help; however the current rates still have to be sufficient.

City Manager Ben White stated if the rate increase is approved, Farmersville will be in the top ten of the highest rates in Collin County. With a loan from the Texas Water Development Board, payments will not be required until after construction. Chris Ekrut stated we are already behind the 8-ball before we start on new debt.

Jim Foy stated he did not like to make this decision, but the facts prevailed. Mr. Foy motioned to accept the next rate increase as proposed with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler no and Jim Foy yes. Motion carried with votes 4 to 1.

ITEM III – D) CONSIDER, DISCUSS AND ACT UPON PROCESSES AND REQUIREMENTS FOR SPECIAL EVENT PERMITS

City Manager Ben White stated he had a few recommendations regarding the Special Event Permit ordinance. “Jazz on Main Street” needs to be added as a traditional special event. On page 9 of the ordinance under Section 60-11 (a) (1) (iv) the phrase per calendar year should be added to allow six special event permits “per calendar year” may be issued. Under the same page and same Section, item iii states the permit shall be granted or denied within 5 days after submission. This seems fair and allows information to be changed if need be.

On page 12, item (6), remove the last sentence. Page 14, use the word will instead of shall on the first paragraph. Mr. White had some minor changes to the Permit form. Mr. White also recommended a standard fee but allow other applicable costs to be charged to the permittee. Police Chief Mike Sullivan stated off duty Police Officers should be charged a minimum of \$30 per hour with a 2 hour minimum. Some events will need to be considered for overtime as well. Mayor Helmberger stated these charges should be quantified in the ordinance. City Attorney Alan Lathrom stated the fees are separate from this ordinance and are placed in the Master Fee Schedule. Mr. White stated he would rather have a cost item rather than a set fee to cover costs incurred. Council concurred to the mentioned changes and to bring back to the September 9th meeting.

ITEM III – E) CONSIDER, DISCUSS AND ACT UPON INFORMATION REGARDING THE PROCUREMENT OF AN ADVANCED METERING INFRASTRUCTURE SYSTEM

City Manager Ben White discussed the advanced metering infrastructure system with the Council stating demand options are available. The Smart Meters talk to an in-ground meter. The system will be small enough that Wide Area Network (WAN) stations can be installed. The City has a router but would require buying the server from Tantalus. Mr. White proposed implementing a “sole source proposal” for the two phases of this project. The project would include all the equipment for City Hall including the software, programming the collectors and antennas.

Mr. White preferred to have a prototype and being our changeover with a small contingent of collectors with 30 smart meters around Gaddy Center. There are at least 12 types of meters and this area covers all types of meters. The first phase of this project will cost \$118,500 for implementation. Phase 2 would populate the meters with the rest of the collectors and repeaters. There will be a charge per meter. Mr. White stated he plans to use the Sharyland True-Up funds and any additional funds would come from the Surcharge Fund. Any surplus from the overage will go to the Capital Improvements Account. Another option would be to delay deployment until next year.

The advantage to this system will include meters that perform properly and accurately. The data will be available to the customers. Jim Foy saw the advantage and stated customers can see daily or hour by hour usage. This information will feed into the billing system and our Electric Department can go online and see what is out in the system, including voltage sags. Mr. White stated both water meters and electric meters will be installed in this area. With different types of meters available, Mr. White

is working toward the “sole source proposal” to use Tantalus, Itron and specific meters to work with this system. Mr. White stated several years of technology is going into this system. Garland Power & Light deployed this similar system 1-1/2 years ago. The City of Brady also implemented this type of system. The Public Utility Commission is gearing toward having all smart meters in the future. We will be ahead of the curve. There will be a software contract due annually costing \$7,400. The City of Brady has Incode, meaning the system is interactive with our Incode system as well. Mr. White recommended moving forward with this project. John Politz stated there is no telling how much revenues are being lost due to poorly operating meters. Council concurred to add this cost into the budget.

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

City Manager Ben White met with Daniel and Brown, Inc. to develop information regarding items for the ADA compliance list. Cost estimates for each item will be performed by Guillermo Alvarez. The signs for handicapped areas have been ordered for the Onion Shed. Mr. White plans to accomplish the simple and least expensive items first.

The Centennial Committee will help fund the interface and issues surrounding the Library/Civic Center/Senior Citizens Center.

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

City Manager Ben White informed the Council the Hamilton Street overlay project is moving along. Hamilton has been pulverized from McKinney to Gaddy Streets. With a binding agent in place, the asphalt is planned to be installed next Tuesday. Repairs to Central have been submitted to the contractor. Drainage issues still need to be addressed. Mr. White stated he is pressing to have Hamilton Street done and not go forward with other street projects until completed.

Sycamore Street has been completed under budget by our City crews. Beech Street will be next on the overlay list.

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

City Manager Ben White stated the Safe Routes to School project is all but complete. The punch list items have been submitted to the contractor. AT&T is supposed to take care of a hole on Pendleton due to their line. Michael Hesse stated the retainer wall on Pendleton is way too close to the driveways and the caps are not staying on properly. This is not a good design. Final panel will be finished on Sycamore when the water line project is complete.

ITEM III – I) UPDATE ON CHAPARRAL TRAIL PROJECTS

Presently there are no changes to the Chaparral Trail as we are still awaiting the drawings.

ITEM III – J) UPDATE ON HIGHWAY 380 PROJECT

The railroad has started work on the passing track per City Manager Ben White. Joe McKee with Dairy Queen requested the Orange/Rike Street area be finished. The slow down to the progress on Highway 380 is the old main track.

ITEM IV) BUDGET WORKSHOP

According to City Manager Ben White, the PCA charges are in arrears. Now that the true-up with Sharyland has completed, we are now on our own with our Electric Utility. Sharyland however submitted a bill for three months of transmission costs. However charges should be the same per month from Garland. No other items were discussed.

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

No one requested placing items on future agendas.

ITEM VI) ADJOURNMENT

Council adjourned at 8:33:44pm.

APPROVED

ATTEST

Joseph E. Helmberger, P.E., Mayor

Edie Sims, City Secretary

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
September 2, 2014

The Farmersville City Council met in special session on September 2, 2014 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, Michael Hesse, and Jim Foy. Council members not present were Russell Chandler and John Politz. Staff members present were City Manager Ben White and Assistant to the City Manager Paula Jackson.

Item I) CALL MEETING TO ORDER, ROLL CALL

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

Item II – A) SECOND PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON THE PROPOSED 2014 PROPERTY TAX RATE FOR THE CITY OF FARMERSVILLE

Mayor Helmberger opened the Public Hearing at 6:01:07pm and asked for anyone to speak for the tax rate proposed of \$0.785736 per \$100 value for 2014. With no one coming forward, Mayor Helmberger asked for anyone opposing the proposed tax rate to come forward. With no one coming forward, the Public Hearing was closed at 6:02pm.

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

No one requested items for future agendas.

ITEM VI) ADJOURNMENT

Council adjourned at 6:02:30pm.

APPROVED

Joseph E. Helmberger, P.E., Mayor

ATTEST

Edie Sims, City Secretary

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
September 9, 2014

The Farmersville City Council met in regular session on September 9, 2014 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, John Politz, Michael Hesse, Russell Chandler and Jim Foy. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, City Attorney Alan Lathrom, Finance Director Daphne Hamlin, Court Clerk Christi Dowdy, Warrant Officer Rick Ranspot, Librarian Trisha Dowell, Main Street Manager Adah Leah Wolf and City Secretary Edie Sims.

Item I) CALL MEETING TO ORDER, ROLL CALL

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

Mayor Helmberger read a proclamation announcing October 4th as Old Time Saturday.

Item II) CONSENT AGENDA

Mayor Helmberger requested Items G – Public Works Report and H – Library Report be pulled for discussion. With no other items being pulled for discussion, Russell Chandler motioned to approve Items A, B, C, D, E, F and I with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item G – Public Works Report: Mayor Helmberger stated Floyd Street is still closed due to TxDOT's construction on Highway 380. This street was originally to be closed for a short period of time and has been closed for months. City Manager Ben White indicated TxDOT has not offered a definite date when this street will reopen but will facilitate as soon as possible. With no further discussion, Jim Foy motioned to approve Item G with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item H – Library Report: Mayor Helmberger requested Trisha Dowell to report on the findings of the Commissioner's Court hearing regarding Library funding. Ms. Dowell reported Collin County funded an additional \$200 per year over last year's funding. Mayor Helmberger recognized Wyndi Veigel for the work surrounding Summer Reading Club. With no further discussion, Michael Hesse motioned to approve the Library Report as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

Item III) INFORMATIONAL ITEMS

Jim Foy stated he appreciated the Building & Property Standards Commission being actively involved in addressing problematic properties. Council did not request further information or clarification regarding Informational Items.

ITEM IV – A) CONSIDER, DISCUSS AND ACT UPON APPROVING THE COMMUNITY DEVELOPMENT CORPORATION PROPOSED PROJECTS FOR BUDGET YEAR 2014-2015

With no discussion from the Council, Russell Chandler motioned to approve the Farmersville Community Development Corporation's proposed projects for budget year 2014-2015 with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM IV – B) CONSIDER, DISCUSS AND ACT UPON THE ECONOMIC DEVELOPMENT CORPORATION PROPOSED PROJECTS FOR BUDGET YEAR 2014-2015

With no discussion from the Council, John Klostermann motioned to approve the Farmersville Economic Development Corporation's proposed projects for budget year 2014-2015 with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM IV – C) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT BETWEEN COLLIN COUNTY AND THE CITY OF FARMERSVILLE REGARDING ROAD IMPROVEMENTS

City Manager Ben White indicated in order to continue working with Collin County regarding road projects such as Orange Street an Interlocal Agreement was requested to be implemented. Russell Chandler motioned to approve the ILA as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM IV – D) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT WITH TANTALUS SYSTEMS INC. FOR THE ADVANCED METERING INFRASTRUCTURE SYSTEM

City Manager Ben White requested this item have no action as more details need to be clarified prior to Council action. Mayor Helmberger announced no action would be taken on this item at this time.

ITEM IV – E) CONSIDER, DISCUSS AND ACT UPON A BALLOT FROM TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL BOARD OF TRUSTEES ELECTION

A ballot from Texas Municipal League Intergovernmental Risk Pool Board of Trustees election was placed before the Council. Per City Manager Ben White, staff recommended voting for all non contested candidates and for Peter Vargas with the City

of Allen for Place 4 which is contested. Mr. Vargas is the nearest City to us and we feel we would have good representation. Jim Foy stated this was a good recommendation and motioned to approve Peter Vargas as our candidate with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM IV – F) RECEIVE INFORMATION REGARDING THE FARMERSVILLE TOWNE CENTRE

Bob Collins, President of the Farmersville Economic Development Corporation, came before the Council regarding the idea of a Towne Centre. When the City was putting together the Comprehensive Plan, Mr. Collins brought this idea to the table to help Farmersville grow and prosper. With Highways 78 and 380 being the main thoroughfares to Farmersville, the Land Use Plan is imperative to have accessibility and prepared for growth. The Towne Centre is in them idle of the Land Use Plan which also preserves the Historical area of downtown. Per Mr. Collins, if we do not facilitate growth in a productive manner, we will lose the downtown area. By having the Towne Centre, the plan is to move traffic on and off Highways 78 and 380 and planning for long range development. Since this project is not an EDC project, Mr. Collins asked the Council to endorse the concept. A study needs to take place to identify future street requirements based on desired traffic flow and infrastructure requirements. Future transportation interfaces will also need to be identified.

Mayor Helmberger stated the Towne Centre has been a topic of the EDC for the past 6 months. One issue with TxDOT will be the amount of drives and roads allowed off the highways. Access is a huge issue. Mr. Collins stated if Farmersville is not proactive, our square will die. Mr. Collins recommended the Council request a study and the FEDC will fund, and then proceed based on the information from the study. Council concurred to endorse the project and move forward. Funding for the study is included in the FEDC's budget.

ITEM IV – G) RECEIVE INFORMATION REGARDING THE FARMERSVILLE HERITAGE MUSEUM

Bill Daniel came to speak to the Council regarding the Farmersville Heritage Museum. Onion Shed #2 will be transformed into a museum honoring Farmersville. As of April 2014, a 501(c)3 was received from the IRS. This process took almost 2 years to attain this status. The Museum is now in a position to receive donations. A booth will be set up at Old Time Saturday with information and drawings. The Committee is almost ready to start donations. The Farmersville Community Development Corporation donated \$5,000 two years ago, \$12,000 this past year and \$25,000 in this year's budget. Some of the funds have been spent on architectural drawings. The cost to complete the project will be \$132,000. This project has been underway since 2011. Main Street Manager Adah Leah Wolf introduced the Museum Board to the Council and announced all board members were present to show support of this project.

ITEM IV – H) RECEIVE INFORMATION REGARDING THE EMERGENCY PREPAREDNESS EXERCISE

Police Chief Mike Sullivan informed the Council of a train derailment exercise that is being planned with Collin County Homeland Security. When the event was initially instigated, other entities wanted to participate and the event was heading toward a federal component. The train derailment exercise is to test the local level skills in the event this type of incident occurs. The event is scheduled for May 16, 2015. The event site will be the Onion Shed and the City Park.

City Manager Ben White stated this is a great exercise with good exposure for Farmersville. Chief Sullivan stated a State and County assessor will watch the exercise and offer an account of the event. The County Coroner wants actors to depict dead bodies and walking wounded.

Chief Sullivan stated all the preparations of this event consist of limiting the tragedy that can come from such a disaster. Even though the West, Texas incident was a great tragedy, much information and good has come from it. Kansas City Southern has also been meeting with the planners of this emergency preparedness exercise.

ITEM IV – I) RECEIVE INFORMATION REGARDING WATERING CONDITIONS FROM NORTH TEXAS MUNICIPAL WATER DISTRICT

City Manager Ben White informed the Council of other cities trying to meet chlorine residuals due to the summer heat. Farmersville has been in a very good condition as our residuals have stayed up. The notice presented to the Council is in response to those cities that are putting water on the ground and insisting the need to take care of the chlorine residuals. With Farmersville meeting our water goals, Mr. White recommended we follow suit and open the opportunity to allow landscape watering once a week with sprinklers or irrigation systems through the end of October.

ITEM IV – J) CONSIDER, DISCUSS AND ACT UPON A RESOLUTION TO SELL CITY ASSETS THROUGH RENE BATES AUCTION

A resolution was presented to the Council to sell items from the Police Department and the Public Works Department. Police Chief Mike Sullivan stated he wants to sell 2 seized vehicles and the last Dodge Charger from the Police fleet since the engine is now blown.

City Manager Ben White stated the tractor listed for sale has not been used and is a small piece of equipment. The other items listed from the Public Works Department are also unused pieces of equipment that are not necessary to the Public Works Department. Russell Chandler motioned to approve the items and sale through Rene Bates Auction with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – A) ONLY READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO ADOPT THE BUDGET FOR THE FISCAL YEAR 2014-2015

With no changes to the budget, Jim Foy motioned to approve the ordinance adopting the budget for the 2014-2015 fiscal year with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – B) ONLY READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO ADOPT THE GENERAL OBLIGATION BOND SERIES 2012 ANNUAL BUDGET FOR FISCAL YEAR 2014-2015

The ordinance presented is reflecting the \$1,500,000 sold for bond projects through the 2012 bond series. John Klostermann motioned to approve the ordinance as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – C) ONLY READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO ADOPT THE TAX RATE FOR FISCAL YEAR 2014-2015

Jim Foy prefaced the discussion by stating the reason for the 18% tax increase is due to the bond issue as approved by the voters. Without the bond, the tax rate would have decreased. With no further discussion, Jim Foy motioned to approve the ordinance adopting the tax rate for fiscal year 2014-2015 as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – D) ONLY READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO ADOPT THE 2014 TAX APPRAISAL ROLL

With no discussion by Council, John Klostermann motioned to approve the ordinance adopting the 2014 Tax Appraisal Roll as presented with John Politz seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – E) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING THE MASTER FEE SCHEDULE REGARDING SEWER RATE INCREASE

Per City Manager Ben White, the ordinance reflects the Council action from the last two months of discussion. John Politz motioned to approve the ordinance increasing the sewer rate as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler no and Jim Foy yes. Motion passed with a vote of 4 to 1.

ITEM V – F) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO RESCIND THE FOOD INSPECTION ORDINANCE # 2009-42

Per the recent discussion by Council, an ordinance is presented rescinding the food inspection ordinance passed in 2009. Michael Hesse motioned to approve the ordinance rescinding Ordinance # 2009-42 with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – G) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE REGARDING SPECIAL EVENTS

City Manager Ben White indicated all changes requested by Mayor Helmberger and the Council has been made. The fees relating to Special Events will be in a separate ordinance presented at the next Council meeting. Russell Chandler motioned to approve the ordinance as presented with Jim Foy seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – H) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING CHAPTER 5-54 OF THE CODE OF ORDINANCES REGARDING CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED

Per City Attorney Alan Lathrom, a provision is in the Code of Ordinances preventing the consumption of alcohol. The ordinance presented recognizes the limitations and offers affirmative defense. The ordinance presented also allows consumption of alcohol at restaurants or public events. However, persons with a private residence that has a balcony or sidewalk as part of their residence is not considered a public place and therefore would be in violation. Jim Foy motioned to approve the ordinance as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, John Politz yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion passed with full Council approval.

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

Jim Foy requested the Council review ADA accessibility in the Central Business District. No one else requested items for future agendas.

ITEM VII) ADJOURNMENT

Council adjourned at 6:57:29pm.

APPROVED

ATTEST

Joseph E. Helmberger, P.E., Mayor

Edie Sims, City Secretary

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
September 23, 2014

The Farmersville City Council met in regular session on September 23, 2014 at 6:00pm, in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, Michael Hesse, Russell Chandler and Jim Foy. Council member absent was John Politz. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, Finance Director Daphne Hamlin and Assistant to the City Manager Paula Jackson.

Item I) CALL MEETING TO ORDER, ROLL CALL

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

Mayor Helmberger acknowledged Old Time Saturday to be held October 4th; the Chamber of Commerce Trick It Up Bike Ride on October 25th and the Chamber of Commerce Scare around the Shed on October 25th.

Item II – A) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING THE MASTER FEE SCHEDULE REGARDING SEWER RATE INCREASE

Mayor Helmberger stated Council approved the first reading of this ordinance at the last meeting. With no discussion, John Klostermann motioned to approve the ordinance as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

ITEM II – B) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE TO RESCIND THE FOOD INSPECTION ORDINANCE #2009-42

Mayor Helmberger stated Council approved the first reading of this ordinance at the last meeting. With no further discussion, Russell Chandler motioned to approve the ordinance as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

ITEM II – C) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE REGARDING SPECIAL EVENTS

Mayor Helmberger stated Council approved the first reading of this ordinance at the last meeting. With no further discussion or changes, Michael Hesse motioned to approve the ordinance as presented with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

ITEM II – 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

Mayor Helmberger stated Council approved the first reading of this ordinance at the last meeting. With no further discussion, Jim Foy motioned to approve the ordinance as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

ITEM II – E) FIRST READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING THE MASTER FEE SCHEDULE REGARDING SPECIAL EVENT FEES

City Manager Ben White addressed the Council and stated staff recommended an application fee of \$100. Information from area cities was provided to the Council reflecting charges for special events. Russell Chandler motioned to approve the ordinance at first reading with the application fee set at \$100. John Klostermann seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

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

Finance Director Daphne Hamlin gave the Financial Report to the Council. Michael Hesse motioned to approve the Financial Report as presented with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

ITEM III – B) RECEIVE INFORMATION REGARDING HAZARD MITIGATION PLANNING FROM COLLIN COUNTY HOMELAND SECURITY

Jason Lane with Collin County Homeland Security came before the Council describing the Hazard Mitigation Plan being performed through Collin County will all cities including Farmersville. The mitigation planning will help Farmersville be recognized as a location for disaster preparedness. There are advanced levels of preparedness for natural disasters such as floods, tornados, etc. The designation will allow Farmersville opportunities for grants to include sirens and other items to either help to minimize loss of life and mitigate the situations after a natural disaster occurs. There are a couple of states with the mitigation planning. Phase I has been completed and Phase II is in progress with City Secretary Edie Sims, Police Chief Mike Sullivan and Fire Chief Kim Morris. No action was required by Council.

ITEM III – C) RECEIVE, DISCUSS AND ACT UPON AN ANNUAL PUBLIC INFORMATION STRATEGY FROM PROGRESSIVE WASTE SOLUTIONS

Chad Calvin and Dick Demein, representatives of Progressive Waste Solutions, came before the Council to speak regarding a public information strategy. A pamphlet was passed out to the Council and City Manager. The pamphlet mostly covered information regarding recycling. City Manager Ben White expressed concern regarding

the information relayed and asked more information to address curbside trash collection. We currently have a recycling company (CWD) that addresses curbside recycling. The pamphlet would lead customers to believe Progressive Waste Solutions is handling all the recycling as well as refuse. Once the pamphlet has been redone to relay information clearer, Paula Jackson will ensure the information is relayed to the public. No further action was taken by the Council.

ITEM III – D) CONSIDER, DISCUSS AND ACT UPON AN IT CONTRACT WITH TLC NETCON, INC.

Council and City Manager Ben White discussed the IT Contract with TLC Netcon, Inc. City Manager Ben White stated the City is very pleased with the work performed by Tony Linton. Russell Chandler motioned to approve the contract as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

ITEM III – E) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT WITH TANTALUS SYSTEMS INC. FOR THE ADVANCED METERING INFRASTRUCTURE SYSTEM

City Manager Ben White stated changes were made to the contract as first agreed upon. Jim Foy had a few questions regarding the Support Plan during the first year. The Bronze Plan was chosen at a cost of \$112,000. Jim Foy suggested the City choosing the Gold Plan for the first year; although higher in cost (\$119,000) the long term benefit would be better. Jim Foy motioned to approve the agreement with Tantalus and choose the Gold Plan for the Support Plan for the first year with Russell Chandler seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

ITEM III – F) CONSIDER, DISCUSS AND ACT UPON A CONTRACT WITH BROWN OUTDOOR ADVERTISING FUNDING THROUGH THE MARKETING COMMITTEE

City Manager Ben White stated the contract presented is the same contract the Marketing Committee has presented in the past. Russell Chandler motioned to approve the contract as presented with Michael Hesse seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

ITEM III – G) CONSIDER, DISCUSS AND ACT UPON A CHANGE ORDER REQUEST REGARDING THE SERVICE CENTER PROJECT

City Manager Ben White explained the need for the Change Order to allow the replacement of all the existing trim. The Change Order presented includes the labor and material and installation for two new insulation sectional doors rather than the roll up door as in the original plans. The changes would cost \$4,285. John Klostermann motioned to approve the Change Order as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael

Hesse yes, Russell Chandler yes and Jim Foy yes. Motion carried with full Council approval.

ITEM III – H) CONSIDER, DISCUSS AND ACT UPON ITEMS REGARDING THE AMERICAN DISABILITY ACT COMPLIANCY

City Manager Ben White indicated a number of issues that need to be addressed. Anne Hall, a citizen of Farmersville and a board member for the Main Street Board and the Building & Property Standards Commission, spoke with Mr. White regarding issues that need to be addressed now. Issues include a handicap sign in front of Dyer Drug Store, handrails to get onto sidewalks along approximately every third building on the Square. Mayor Helmberger requested City Manager Ben White meet with the Main Street Manager, Downtown Merchants Committee and the Main Street Board to help facilitate these needs. Mr. White also noted the merchants need to help keep the ramps clear.

ITEM III – I) DISCUSS DISCREPANCIES BETWEEN THE THOROUGHFARE PLAN AND THE CITY'S DESIGN MANUALS AND PROVIDE STAFF DIRECTION TO REMEDY POSSIBLE PROBLEMS

City Manager Ben White stated he has found several discrepancies between the Thoroughfare Plan and the City's Design Manuals. Mayor Helmberger requested that both plans be submitted to the Planning & Zoning Commission to have matched up. Council concurred with no further action.

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

City Manager Ben White updated the Council on the Bond projects. Project 1 (Sycamore Street Panel Replacement Project) went over budget due to salaries not being included in the budget cost of the project, approximately \$30,000.

Project 2 (Orange Street Overlay Project) should come in under budget. Mr. White will have the current overlay contractor perform the work. A 2" overlay is planned for Orange Street.

Contractors are on Beech Street now and the job looks great. A 3" overlay is planned for West Santa Fe from Main to Johnson. The water line on South Washington will also need to have new lines laid from Santa Fe to Neathery. Jim Foy stated he would like to see all of South Washington Street completed and not just a section. Mr. White stated the water lines referred to are galvanized and needed replacement. Further investigation will be done regarding the type of water lines on South Washington beyond this section. Mr. Foy hoped the waterline issues would be addressed through the bond. Mr. White will address the cost of the water line replacements and bring to the Council. All the wastewater improvements are planned to be funded by the CDBG grant allowing more bond funds to pay for street or water projects.

Russell Chandler questioned Central Street and when it will be fixed. Mr. White stated Central will be addressed as soon as contractors get back to that area.

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

City Manager Ben White informed the Council the Safe Routes to School Project is substantially complete. Most phases are awaiting the final walk-thru. Some punch items need completion including a small panel on Pendleton Street which was left out to accommodate AT&T moving their utility which has yet to be accomplished.

ITEM III – L) UPDATE ON CHAPARRAL TRAIL PROJECTS

City Manager Ben White reported nothing has changed regarding the Chaparral Trail projects. Phase II audit has been completed.

ITEM III – M) UPDATE ON HIGHWAY 380 PROJECT

TxDOT has completed their portion of the passing track and plans are being set to turn the bridge over to the railroad September 22, 2014. A new crew is pending to work on the Highway 380 project.

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

No one requested placing items on future agendas.

ITEM V) ADJOURNMENT

Council adjourned at 7:24pm.

APPROVED

ATTEST

Joseph E. Helmberger, P.E., Mayor

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: CONSENT AGENDA - Police Department Report



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

Farmersville Police Department Monthly Report September-14

Total Calls For Service:

412

Tier 1 Crimes

Robbery:

0

Assault:

1

Theft:

3

Burglary:

2

Motor Vehicle Theft:

1

Tier 2 Crimes

Forgery:

0

Fraud:

1

Criminal Mischief:

2

Weapons:

0

DWI:

3

Public Intoxication:

2

Disorderly Conduct:

0

Drugs:

3

Miscellaneous

Traffic Stops:

204

Citations:

130 (164 violations)

Alarms:

7

Major Accidents:

0

Minor Accidents:

4

Agency Assist:

13

Cases filed with the District Attorney's Office:

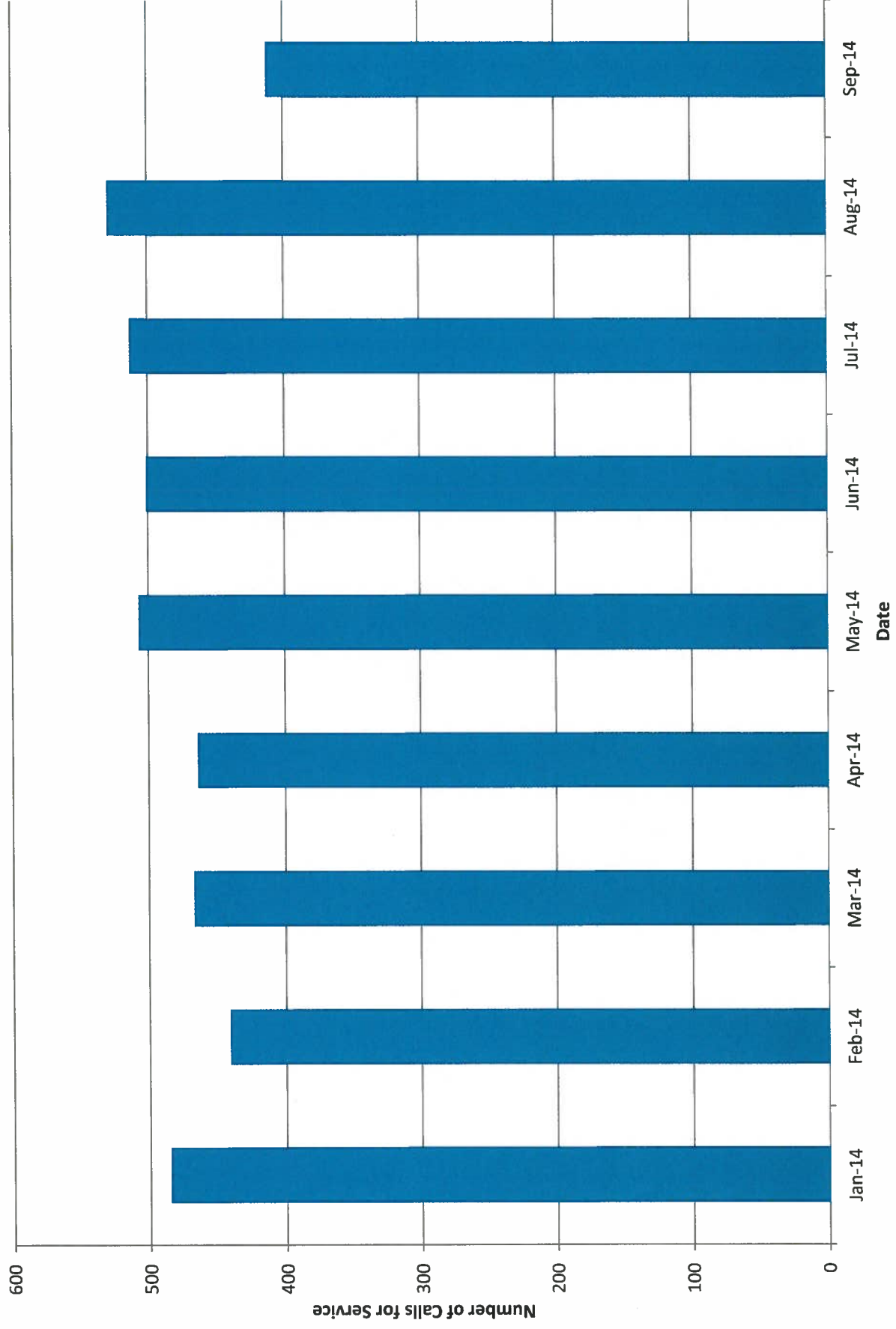
Felony:

4

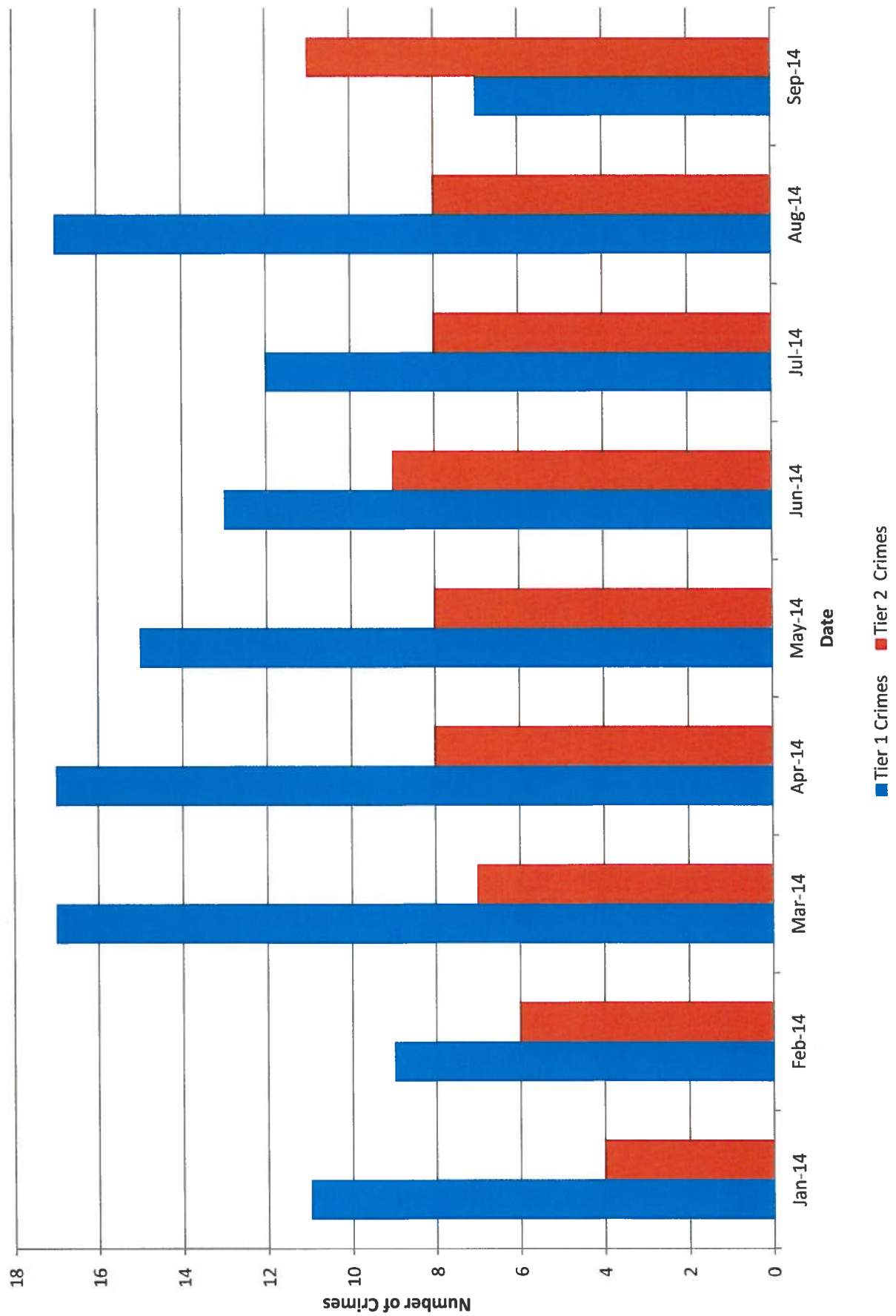
Misdemeanor:

11

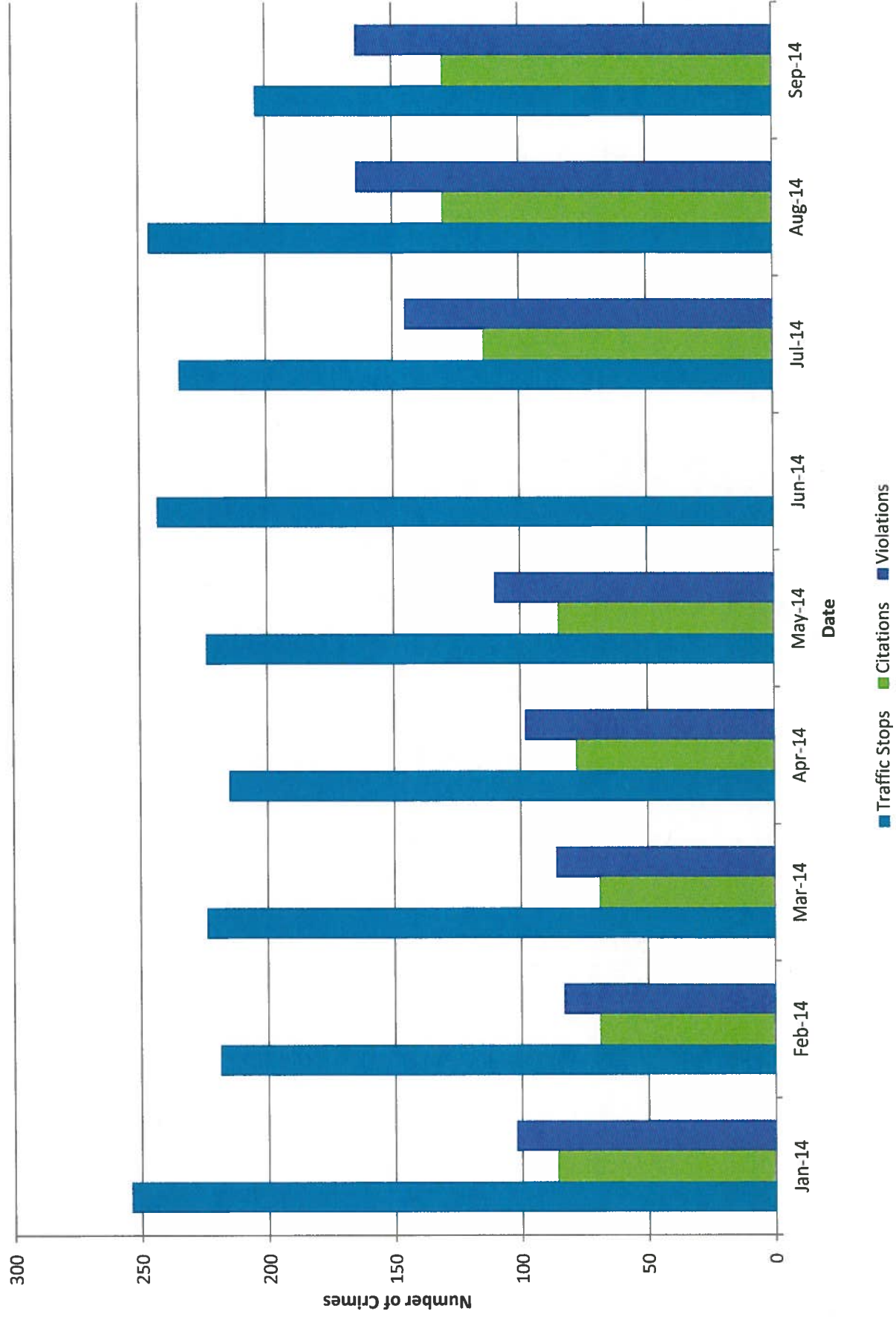
Police Department Calls for Service



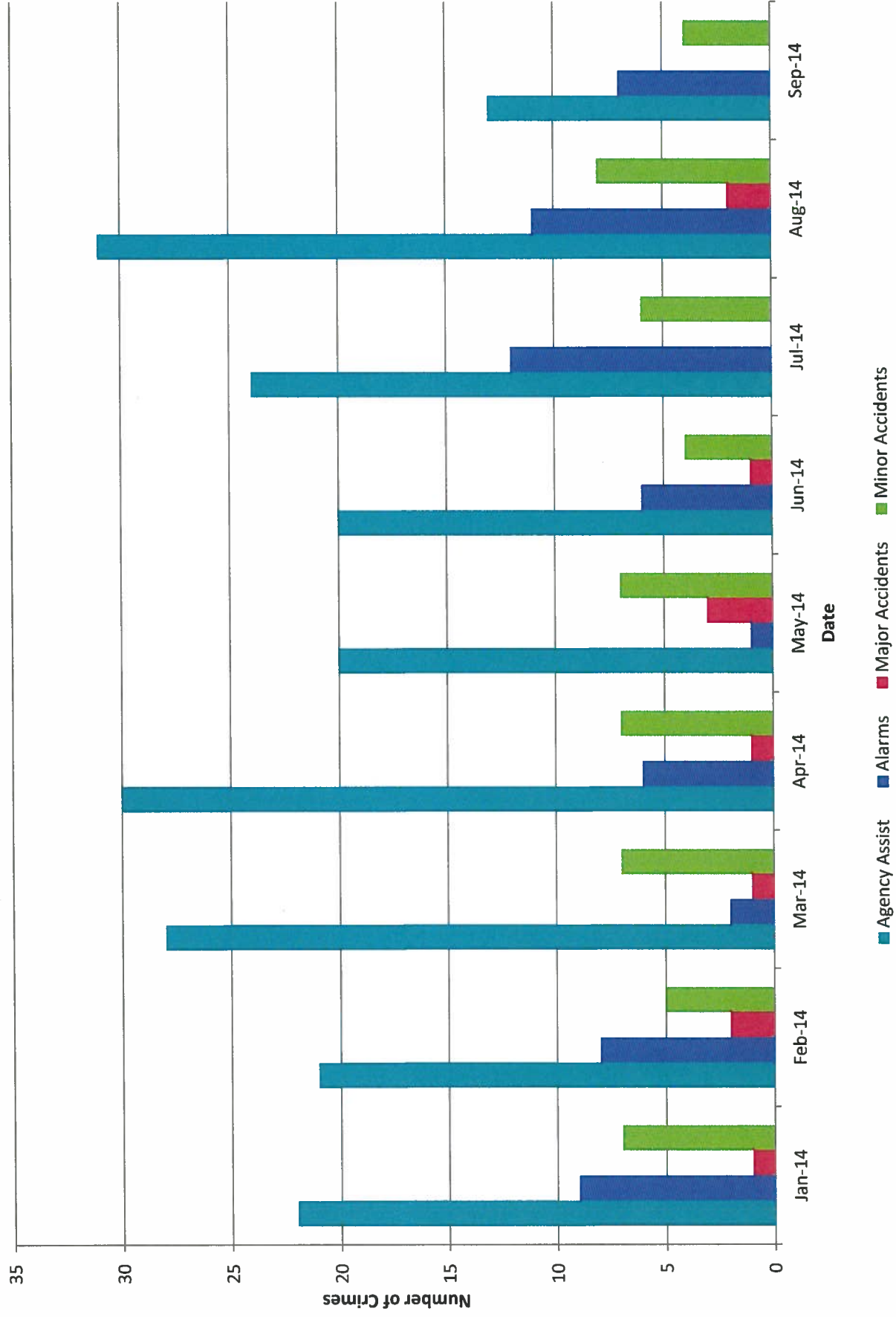
Uniform Crime Reporting



Traffic Enforcement



Police Activity





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: CONSENT AGENDA – Code Enforcement/Animal Control Report

**Farmersville Police Department
Code Enforcement**

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
09/02/2014	411 McKinney	Grass	X	X			X		09/02/2014	Recheck
09/02/2014	412 McKinney	Grass	X	X			X		09/02/2014	Recheck
09/02/2014	503 Meadowview	Grass	X	X			X		09/02/2014	Recheck
09/02/2014	1419 Pecan Creek	Grass	X	X			X		09/02/2014	Recheck
09/02/2014	SH 78 701A	Debris	X	X			X		09/02/2004	Recheck
09/02/2014	SH 78 701B	Debris	X	X			X		09/02/2014	Recheck
09/02/2014	413 Neathery	Grass	X	X			X		09/02/2014	Recheck
09/02/2014	214 Neathery	Grass	X	X			X		09/02/2014	Recheck
09/02/2014	816 Orange	Grass, Debris	X	X			X		09/02/2014	Recheck
09/02/2014	818 S. Main	Debris	X	X		X				Extended 9/16/2014
09/02/2014	Stevenson-380	Grass, Brush	X	X		X				Citation
09/02/2014	301 College	Pool-No Fence	X	X			X		09/02/2014	Recheck
09/02/2004	309 College	Grass	X	X			X		09/02/2014	Pool taken down
09/02/2014	318 College	Grass	X	X			X		09/02/2014	Recheck
09/02/2014	116 Buckskin	Grass	X	X			X		09/02/2014	Recheck
09/02/2014	108 Collin	Grass	X	X			X		09/02/2014	Recheck
09/02/2014	314 Austin	Grass, Brush	X		X		X		09/02/2014	Recheck
09/02/2014	408 Sherry	Grass	X		X		X		09/02/2014	Recheck
09/02/2014	130 N. Washington	Grass	X		X		X		09/02/2014	Recheck
09/02/2014	305 College	Utilities Cut Off	X	X			X		09/02/2014	Utilities Back On
09/03/2014	411 Jackson	Brush	X	X			X		09/03/2014	Recheck
09/03/2014	407 Jackson	Grass	X	X			X			Extended 9/16/2014
09/03/2014	McCloud's	Grass	X	X			X		09/11/2014	Spoke w/Clerk
09/03/2014	315 N. Main	Grass	X	X			X		09/22/2014	Extended 9/16/2014
09/03/2014	119 N. Main	Debris	X		X		X			Extended 9/16/2014
09/03/2014	200 S. Main	Grass	X		X		X		10/01/2014	Extended 9/16/2014
09/03/2014	106 Santa Fe	Grass	X	X			X		09/05/2014	Spoke w/Owner
09/03/2014	1104 Old McKinney	Grass	X				X		09/03/2014	Recheck
09/03/2014	425 Sherry	Grass	X		X		X		09/03/2014	Recheck
09/03/2014	417 Sherry	Grass	X		X		X		09/09/2014	NOV 9/3/2014
09/03/2014	402 Summit	Grass	X	X			X		09/03/2014	Recheck
09/03/2014	508 Summit	Grass	X		X		X		09/03/2014	Recheck
09/03/2014	202 Rollin Hills	Grass	X	X			X		09/09/2014	Spoke w/Owner
09/03/2014	Craddock-Rolling Hills	Grass	X		X		X		09/16/2014	Letter Sent 9/4/2014
09/03/2014	314 Rolling Hills	Grass, Brush	X		X		X		09/22/2014	NOV 9/9/2014

Farmersville Police Department
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
09/03/2014	417 Summit	Grass	X		X		X		09/16/2014	Letter Sent 9/12/2014
09/03/2014	415 Live Oak	Debris, Brush	X		X		X			Send Final Notice
09/03/2014	1415 Pecan Creek	Illegal Burn	X	X			X		09/03/2014	Told City Ordinance
09/04/2014	209 N. Hamilton	Grass	X		X		X		09/04/2014	Recheck
09/05/2014	508 Clairmont	Grass	X	X			X		09/05/2014	Recheck
09/05/2014	510 Clairmont	Grass	X	X			X		09/09/2014	Left Card
09/05/2014	311 College	Grass	X	X	X		X		09/09/2014	NOV 9/5/201
09/05/2014	205 Central	Grass, Appliance	X		X		X		09/05/2014	Recheck
09/05/2014	309 Prospect	Grass, Debris	X				X		09/09/2014	Left Card
09/05/2014	304 Bois D'Arc	Grass	X	X			X		09/05/2014	Recheck
09/05/2014	414 N. Main	Grass	X		X		X		09/05/2014	Recheck
09/05/2014	512 N. Main	Grass	X	X			X		09/05/2014	Recheck
05-Sep	613 Maple	Grass	X		X		X		09/11/2014	Extended 9/5/2014
09/05/2014	Amy's Carwash	Grass	X	X	X		X		09/05/2014	Recheck
09/09/2014	701 SH 78	Dumpster Problems	X	X	X		X		09/05/2014	Recheck
09/09/2014	709 Pecan Creek	Fence	X	X			X		09/22/2014	Extended 9/9/2014
09/09/2017	709 Pecan Creek	Debris	X		X		X		09/09/2014	Fence Taken Down
09/09/2014	501 Summit	Grass	X		X		X			Extended 1 Month
09/09/2014	421 Audie Murphy	Grass	X		X		X			Extended 9/22/2014
09/09/2014	315 Summit	Grass	X	X			X		09/16/2014	Spoke w/Owner
09/09/2014	314 Summit	Grass	X	X	X		X		09/22/2014	Spoke w/Owner
09/09/2014	316 Summit	Grass	X		X		X		09/22/2014	NOV 9/16/2014
09/09/2014	208 Rolling Hills	Grass	X	X			X		09/16/2014	Spoke w/Owner
09/09/2014	206 Herron	Grass	X	X	X		X			Spoke w/Owner 10/1/2014
09/09/2014	114 Beech	Grass	X	X	X		X		09/22/2014	Extended 9/9/2014
09/09/2014	108 Houston	Grass	X	X			X		09/16/2014	Spoke w/Owner
09/09/2014	302 Austin	Numerous	X		X		X			Extended 9/9/2014
09/09/2014	Williard Houston	Grass	X		X	X	X			Citation
09/09/2014	303 Austin	Grass	X	X			X			Spoke w/Owner
09/09/2014	308 Austin	Numerous	X	X			X	X		Extended 9/22/2014
09/09/2014	116 Prospect	Grass	X	X			X		09/09/2014	Recheck
09/09/2014	121 Windom	Grass	X	X			X		09/09/2014	Recheck
09/09/2014	405 Hill	Grass	X		X		X		09/09/2014	Recheck
09/09/2014	203 Central	Grass	X	X			X		09/16/2014	Spoke w/Owner
09/11/2014	513 N. Main	Grass	X	X			X		09/11/2014	Recheck

Farmersville Police Department
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
09/11/2014	Harless-Hwy 380	Grass	X		X		X		09/11/2014	Recheck
09/11/2014	610 S. Rike	Trash, Debris F/Y	X		X		X		09/22/2014	Letter Sent 9/12/2014
09/11/2014	Storage Bldg-Rike	Grass	X	X			X		09/11/2014	Recheck
09/11/2014	Hayward Hwy 78	Grass	X		X		X			Extended 9/22/2014
09/11/2014	205 Hwy 78	Grass	X		X		X			Extended 9/22/2014
09/11/2014	513 McKinney	Pool-no Fence	X		X		X			Extended 9/23/2014
09/11/2014	511 McKinney	Grass	X		X		X		09/23/2014	Letter Sent 9/12/2014
09/11/2014	417 Windom	Brush	X		X		X		09/11/2014	Recheck
09/11/2014	Jenkins-Jouette	Tree Down	X	X	X		X		09/23/2014	Letter Sent 9/12/2014
09/11/2014	515 Maple	Brush, Tree Limbs	X	X	X		X			Extended 9/23/2014
09/11/2014	603 Maple	Large Tree Limb	X	X	X		X		10/01/2014	Extended 9/23/2014
09/11/2014	304 Gotcher	Brush	X	X	X		X			Extended 9/23/2014
09/16/2014	1017 Oramge	Tree Down	X	X	X		X		10/01/2014	NOV 9/17/2014
09/16/2014	1023 Old Josephine	Grass	X	X	X		X		09/17/2014	Send Letter
09/16/2014	305 Collogee	No Water	X				X			Left Card
09/16/2014	108 Collin	Brush in Drive Way	X		X		X		10/01/2014	Letter Sent 9/18/2014
09/16/2014	612 Jouette	Grass	X		X		X		10/01/2014	Letter Sent 9/18/2014
09/16/2014	610 Jouette	Grass	X		X		X		10/01/2014	Letter Sent 9/18/2014
09/16/2014	608 Jouette	Grass	X		X		X		10/01/2014	Letter Sent 9/18/2014
09/16/2014	604 Jouette	Grass	X		X		X		10/01/2014	Letter Sent 9/18/2014
09/16/2014	508 Jouette	Grass	X		X		X		10/01/2014	Letter Sent 9/18/2014
09/16/2014	502 Jouette	Lg Tree Limb Down	X		X		X			Extended 10/1/2014
09/16/2014	714 Yucca	BB Goal in Street	X				X			Extended 10/1/2014
09/16/2014	714 Yucca	Car no Stickers	X	X			X		09/22/2014	Spoke /Owner/Stickered Car
09/16/2014	309 N. Hamilton	Brush B/Y	X		X		X		10/01/2014	Letter Sent 9/18/2014
09/16/2014	515 Jackson	Trees, Pool	X	X	X		X			Letter Sent 9/18/2014
09/16/2014	601 Jackson	Grass	X		X		X		10/01/2014	Letter Sent 9/18/2014
09/16/2014	126 N. Main	Trees	X		X		X		10/01/2014	Extended 9/16/20174
09/16/2014	Hickman-N. Rike	Grass	X		X		X		10/01/2014	Extended 9/16/2014
09/16/2014	209 Murchison	Grass	X		X		X		09/16/2014	Recheck
09/16/2014	309 Murchison	Grass	X		X		X		10/01/2014	Letter Sent 9/18/2014
09/16/2014	311 Woodard	Grass	X		X		X		09/16/2014	Recheck
09/16/2014	307 McKinney	Tree Down S/Y	X		X		X			Extended 10/1/2014
09/16/2014	411 McKinney	Debris	X	X			X			Extended 10/1/2014
09/17/2014	121 Houston	Numerous	X	X			X		10/03/2011	Spoke w/Owner

Farmersville Police Department
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
09/17/2014	804 S. Main	Grass B/Y	X		X		X		10/01/2014	Letter Sent 9/18/2014
09/17/2014	712 S. Main	Grass	X	X			X		10/01/2014	Spoke w/Owner
09/17/2014	709 S. Main	Grass	X	X			X		10/01/2014	Left Card
09/17/2014	703 S. Main	Grass	X	X			X		10/01/2014	Spoke w/Owner
09/17/2014	500 S. Main	Grass	X	X			X		09/18/2014	Spoke w/Owner
09/17/2014	415 S. Main	Grass	X	X			X		09/26/2014	Spoke w/Owner
09/17/2014	202 S. Rike	Trailers	X	X			X	X	10/01/2014	Spoke w/Owner
09/18/2014	Williard Houston	Take Pictures	X				X		09/18/2014	
09/18/2014	818 S. Main	Take Pictures	X				X		09/18/2014	
09/22/2014	Gaddy Apartments	Trees-Obstructing	X	X			X		10/01/2014	Spoke w/Owner
09/22/2014	1419 Pecan Creek	Tree	X	X			X		09/30/2014	Left Card
09/22/2014	1425 Pecan Creek	Grass	X				X		09/30/2014	Left Card
09/22/2014	1405 Pecan Creek	Grass	X		X		X		Extended 10/1/2014	
09/22/2014	1412 Pecan Creek	Grass	X	X			X		10/01/2014	Spoke w/Owner
09/22/2014	715 Pecan Creek	Grass	X	X	X		X		NOV 10/3/2014	
09/22/2014	307 N. Main	Grass	X		X		X		Letter Sent 9/29/2014	
09/22/2014	215 N. Main	Grass	X	X			X		Left Card	
09/22/2014	310 Summit	Grass	X		X		X		Letter Sent 9/29/2014	
09/22/2014	202 Farr Hill	Grass	X	X	X		X		NOV 10/6/2014	
09/22/2014	202 Rolling Hills	Grass	X		X		X		Letter Sent 9/29/2014	
09/22/2014	205 Rollingb Hills	Grass	X	X			X		Left Card	
09/22/2014	Shell Station	Grass, Trash	X	X			X		10/01/2014	Spoke w/Owner
09/22/2014	416 Orange	Grass, Mattresses	X	X	X		X		NOV 10/6/2014	
09/22/2014	201 Summit	Grass	X	X	X		X		Letter Sent 9/29/2014	
09/22/2014	204 Austin	Grass	X	X			X		09/30/2014	Left Card
09/22/2014	209 Austin	Grass	X	X	X		X		09/30/2014	Send Final Notice
09/22/2014	302 Austin	Numerous	X				X		Left Card	
09/23/2014	210 N. Rike	Grass	X		X		X		Send Final Notice	
09/23/2014	513 N. Main	Grass	X	X	X		X		Letter Sent 9/29/2014	
09/23/2014	608 N. Main	Grass	X	X			X		10/01/2014	Spoke w/Owner
09/23/2014	611 N. Main	Grass	X	X	X		X		09/30/2014	Spoke w/Owner
09/23/2014	612 N. Main	Grass	X	X	X		X		09/30/2014	Spoke w/Owner
09/23/2014	517 N. Main	Grass	X	X	X		X		10/03/2014	Spoke w/Owner
09/23/2014	601 N. Main	Grass	X				X		09/30/2014	Left Card
09/23/2014	501 N. Main	Grass	X	X			X		Spoke w/Owner	
09/23/2014			X	X			X		09/24/2014	Spoke w/Owner

Farmersville Police Department
Code Enforcement

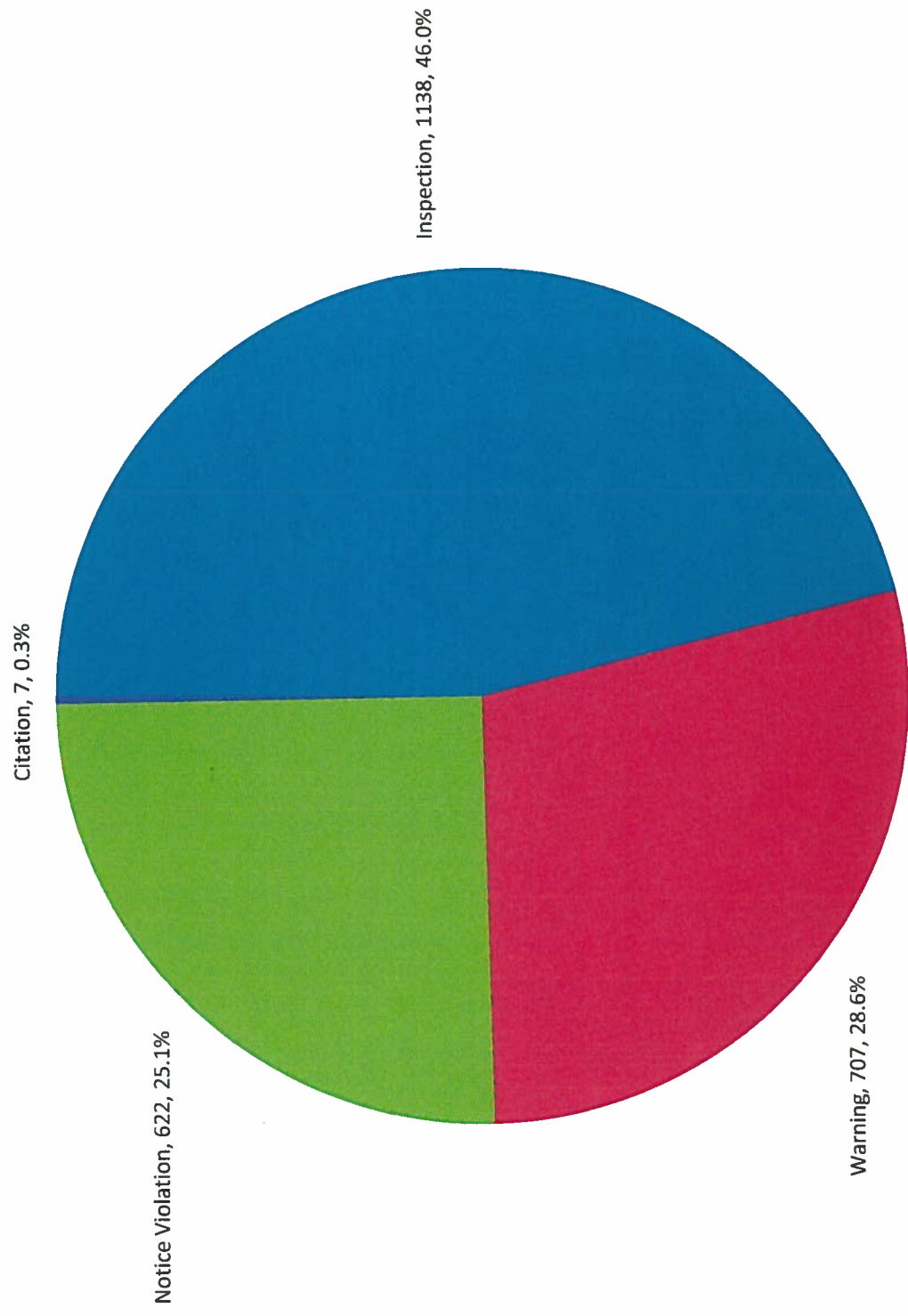
Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
09/23/2014	502 N. Main	Grass	X	X			X		10/06/2014	Spoke w/Owner
09/23/2014	421 N. Main	Grass	X	X			X		09/24/2014	Spoke w/Owner
09/23/2014	420 N. Main	Grass	X	X			X		09/25/2014	Left Card
09/23/2014	414 N. Main	Grass	X		X		X			Letter Sent 9/29/2014
09/23/2014	509 McKinney	Grass	X		X		X			Letter Sent 9/29/2014
09/23/2014	211 Maple	Brush	X		X		X			Letter Sent 9/29/2014
09/23/2014	305 N. Hamilton	Grass	X	X			X		09/30/2014	Spoke w/Owner
09/23/2014	407 N. Hamilton	Grass	X		X		X			NOV 9/30/2014
09/23/2014	608 Meadowview	Grass	X		X		X			Letter Sent 9/29/2014
09/23/2014	508 Waterford	Fence, Grass	X		X		X			Letter Sent 9/29/2014
09/23/2014	505 Waterford	Grass	X	X			X			Spoke w/Owner
09/23/2014	502 Waterford	Grass	X				X			Letter Sent 9/29/2014
09/23/2014	512 Clairmont	Grass	X		X		X			Letter Sent 9/29/2014
09/23/2014	504 Clairmont	Grass	X		X		X			Letter Sent 9/29/2014
09/23/2014	506 Clairmont	Grass	X		X		X			Letter Sent 9/29/2014
09/23/2014	505 Clairmont	Grass	X		X		X			Letter Sent 9/29/2014
09/24/2014	Back Forty	Living In Trailer	X	X			X			Spoke w/Owner
09/24/2014	421 Sherry	Grass	X	X			X		09/30/2014	Spoke w/Owner
09/24/2014	417 Sherry	Grass	X		X		X			NOV 9/30/2014
09/24/2014	400 Sherry	Brush	X		X		X			Letter Sent 9/29/2014
09/24/2014	302 Sherry	Grass	X	X			X		09/30/2014	Spoke w/Owner
09/24/2014	306 Sherry	Grass	X	X			X		09/30/2014	Left Card
09/25/2014	803 Windom	Bushes-Traffic	X		X		X			Letter Sent 9/29/2014
09/25/2014	Clark-N. Washington	Grass	X		X		X		09/30/2014	Letter Sent 9/29/2014
09/25/2014	705 N. Washington	Grass	X		X		X			NOV 9/30/2014
09/25/2014	510 N. Washington	Grass	X	X			X		09/30/2014	Spoke w/Owner
09/25/2014	511 N. Washington	Grass	X	X			X		09/30/2014	Spoke w/Owner
09/25/2014	108 Pendleton	Extension Cords	X	X			X			Spoke w/Owner
09/29/2014	210 Neathery	Numerous	X					X		Call Owner
09/29/2014	701B SH 78	Sign	X	X	X		X			NOV 9/30/2014
09/29/2014	701C SH 78	Sign	X	X	X		X			NOV 9/30/2014
09/29/2014	701D SH 78	Sign	X	X			X		09/30/2014	Spoke w/Owner
09/30/2014	515 Maple	Appliances in Carport	X	X			X			Spoke W/Owner
09/30/2014	426 N. Washington	Grass	X				X			Send Letter
09/30/2014	106 Muechison	Grass	X				X			Left Card

Farmersville Police Department
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
09/30/2014	McClouds	Grass	X	X			X		10/03/2014	Spoke w/Owner

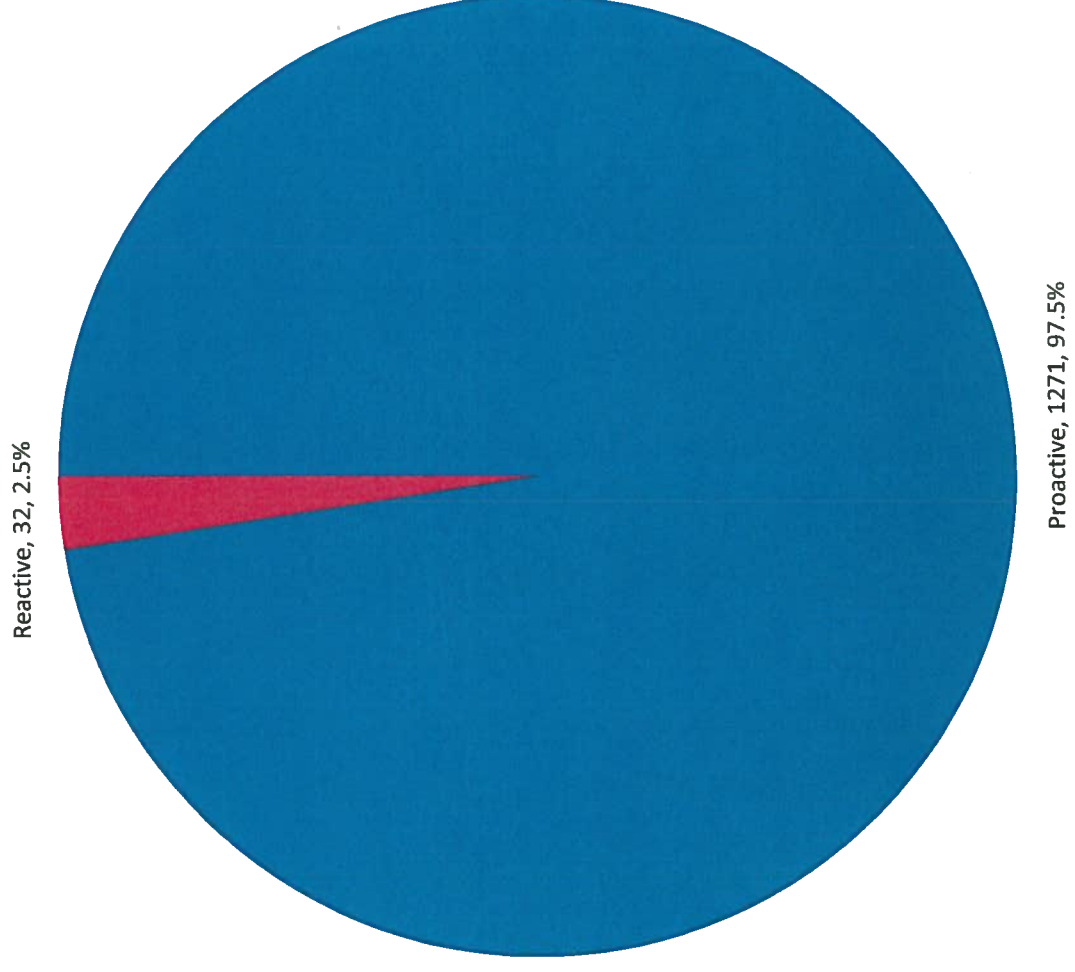
Code Enforcement Activity Results

City of Farmersville Police Department

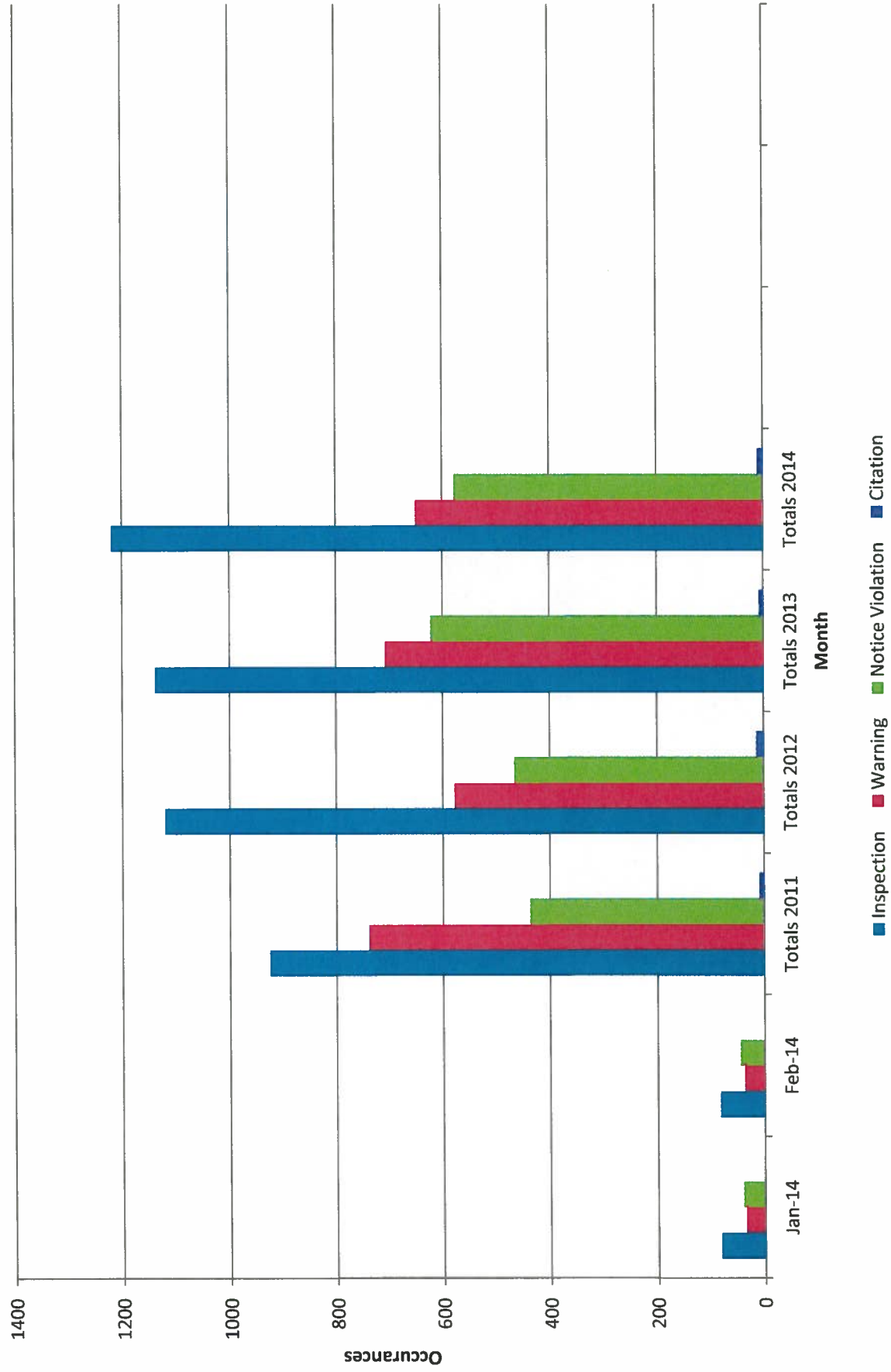


Code Enforcement Activity Results

City of Farmersville Police Department



Code Enforcement Activity Results City of Farmersville Police Department



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

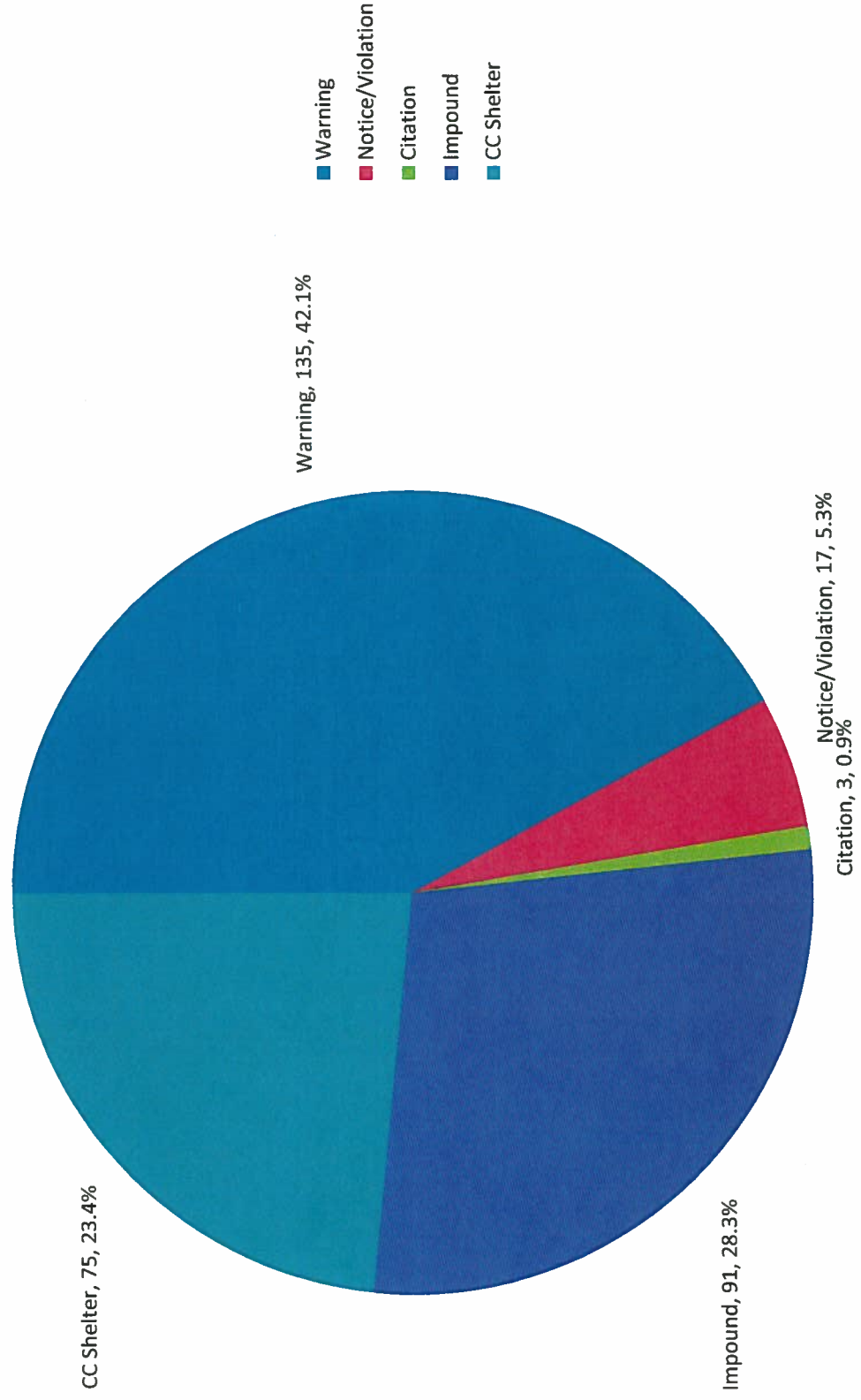
DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL	CITATION	IMPOUND	CC SHELTER	CFS#
09/02/2014	Assist CCAS	983 SH 78	Assist Animal Control						
09/02/2014	Loose Horse	Sh 78/CR 613	Unable to Locate						
09/03/2014	Loose Dog	Pendleton	Put Back in Fence						
09/03/2014	3 Loose Dogs	N. Main	Returned to Owner	X					
09/03/2014	Stray Puppy	Raymond	CCAS						
09/03/2014	Loose Dogs	501 N. Main	Spoke w/Owner	X		X			
09/04/2014	Animal Complaint	602 N. Washington	Spoke w/Owner	X					
09/04/2014	Stray Puppy	Dollar General	Pound				X		
09/05/2014	Pick Up Puppy	Dog Pound	CCAS						
09/06/2014	Loose Live Stock	Welch	Put Back in Fence						
09/08/2014	Loose Dog	Sherry	Put Up By Owner	X					
09/09/2014	Loose Dog	Central	Spoke w/Owner	X					
09/11/2014	Dead Dog	Hwy 380	Unable to Locate						
09/11/2014	Stray Dog	Sonic	CCAS						
09/11/2014	Stray Cat	McKinney	Pound				X		
09/11/2014	Loose Dog	S. Main	Returned to Owner	X					
09/11/2014	Loose Dogs	Orange	Returned to Owner	X					
09/12/2014	Loose Dogs	College	Put in Fence						
09/15/2014	Stray Dogs	511 Waterford	Returned to Owner	X					
09/15/2014	Loose Dog	Haughton	Unable to Locate						
09/15/2014	Loose Dog	Foy Inc	Unable to Locate						
09/17/2014	Stray Cat	Tatum Elementary	Unable to Locate						
09/17/2014	Loose Dog Claimr	Clairmont	Taken to Vet						
09/17/2014	Stray Dog	502 Clairmont	Pound				X		
09/18/2014	Pick Up Dog	Pound	CCAS						
09/18/2014	Dog Complaint	105 N. Washington	Spoke w/Owner	X					
09/20/2014	Loose Ciw	Hwy 78	Unable to locate						
09/22/2014	Animal Complaint	703 SH 78	Left Card						
09/23/2014	Stray Cat	Intermediate School	Claimed by a Teacher						
09/23/2014	Loose Dog	N. Main	Returned to Owner	X					
09/23/2014	Dead Cat	Murchison	Disposed Of						
09/24/2014	Dog Complaint	105 N. Johnson	Spoke w/Owner	X					
09/24/2014	Stray Kitten	Fire Station	Returned to Mom						
09/25/2014	Loose Cow	CR 611	CCSO						
09/25/2014	Animal Complaint	115 Central	Spoke w/Owner	X				X	
09/26/2014	Stray Dog	S. Main	CCAS						
09/29/2014	Stray Puppies	106A Beech	No One Home						
09/29/2014	Barking Dogs	1104 Old McKinney	Spoke w/Owner	X					
09/29/2014	Barking Dogs	1104 Mckinney	No Dogs Barking						

FARMERSVILLE POLICE DEPARTMENT
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL	CITATION	IMPOUND	CC SHELTER	CFS#
09/30/2014	Stray Puppies	106 Beech	CCAS (2)					X	
09/30/2014	Stray Dog	515 Maple	CCAS					X	
09/30/2014	Loose Dog	Maple	Returned to Owner	X					

Animal Control Activity Results

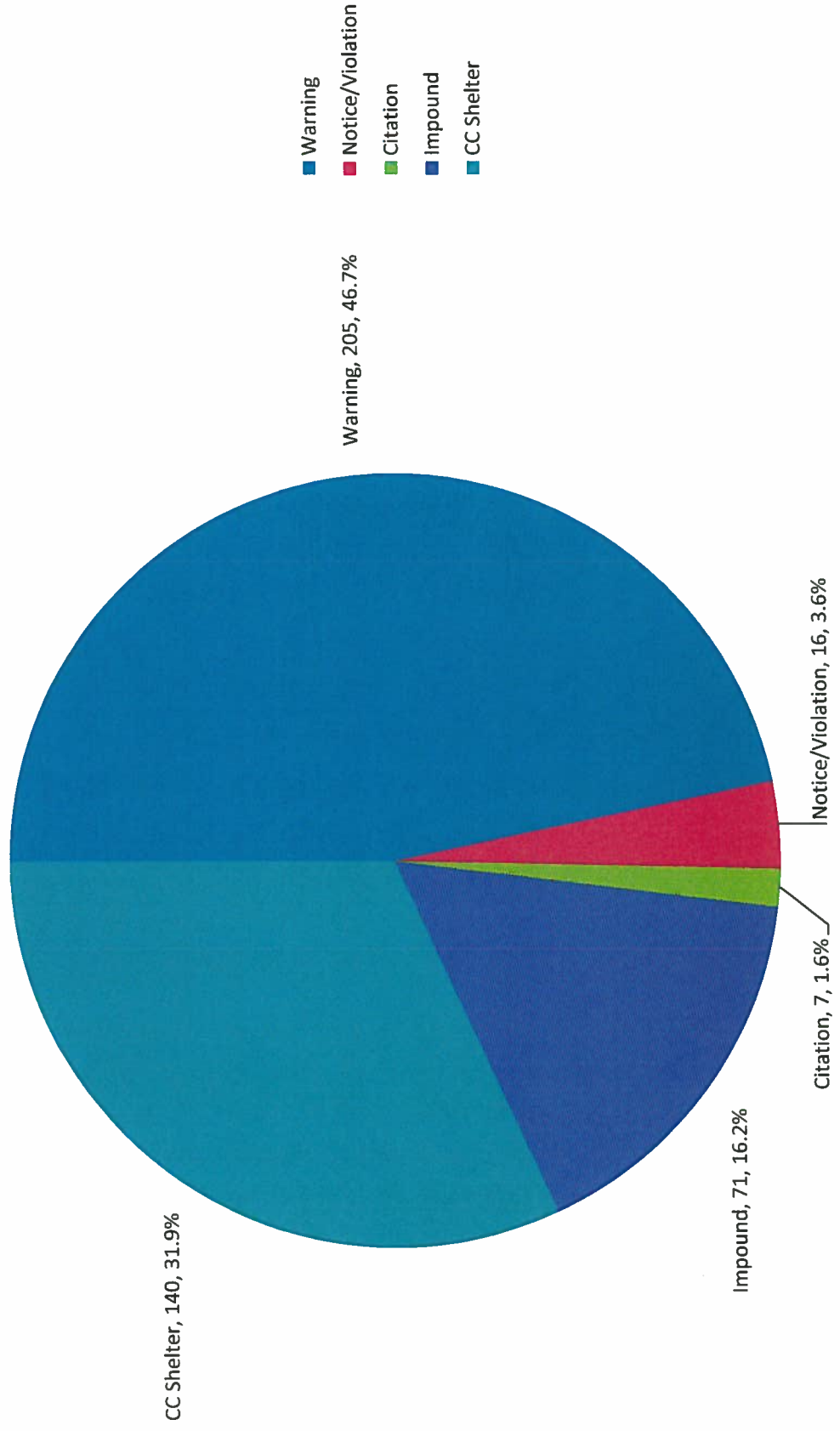
Farmersville Police Department
Cumulative, Calendar Year 2014



Animal Control Activity Results

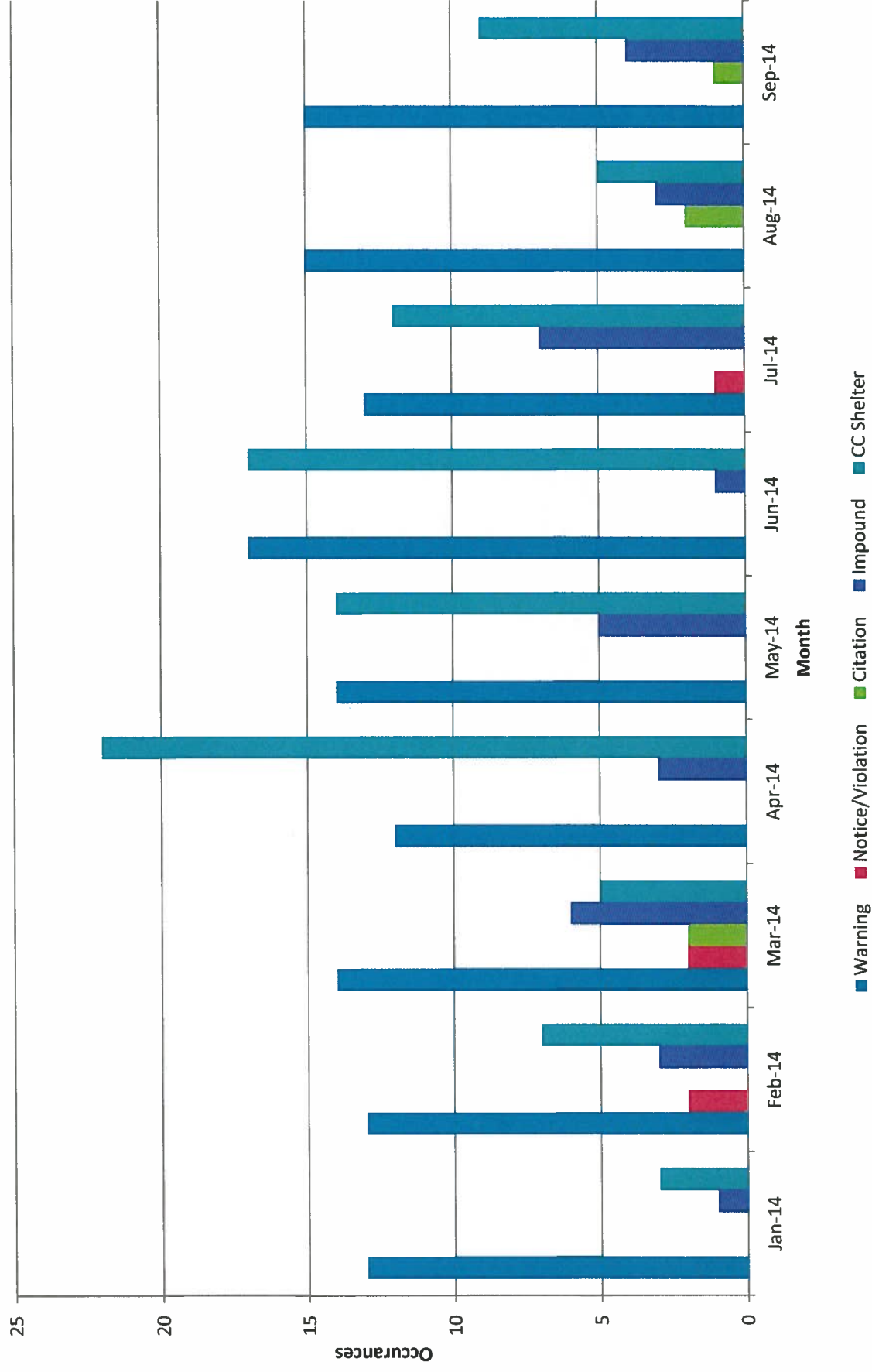
Farmersville Police Department

Cumulative, Calendar Year 2014



Animal Control Activity Results

Farmersville Police Department





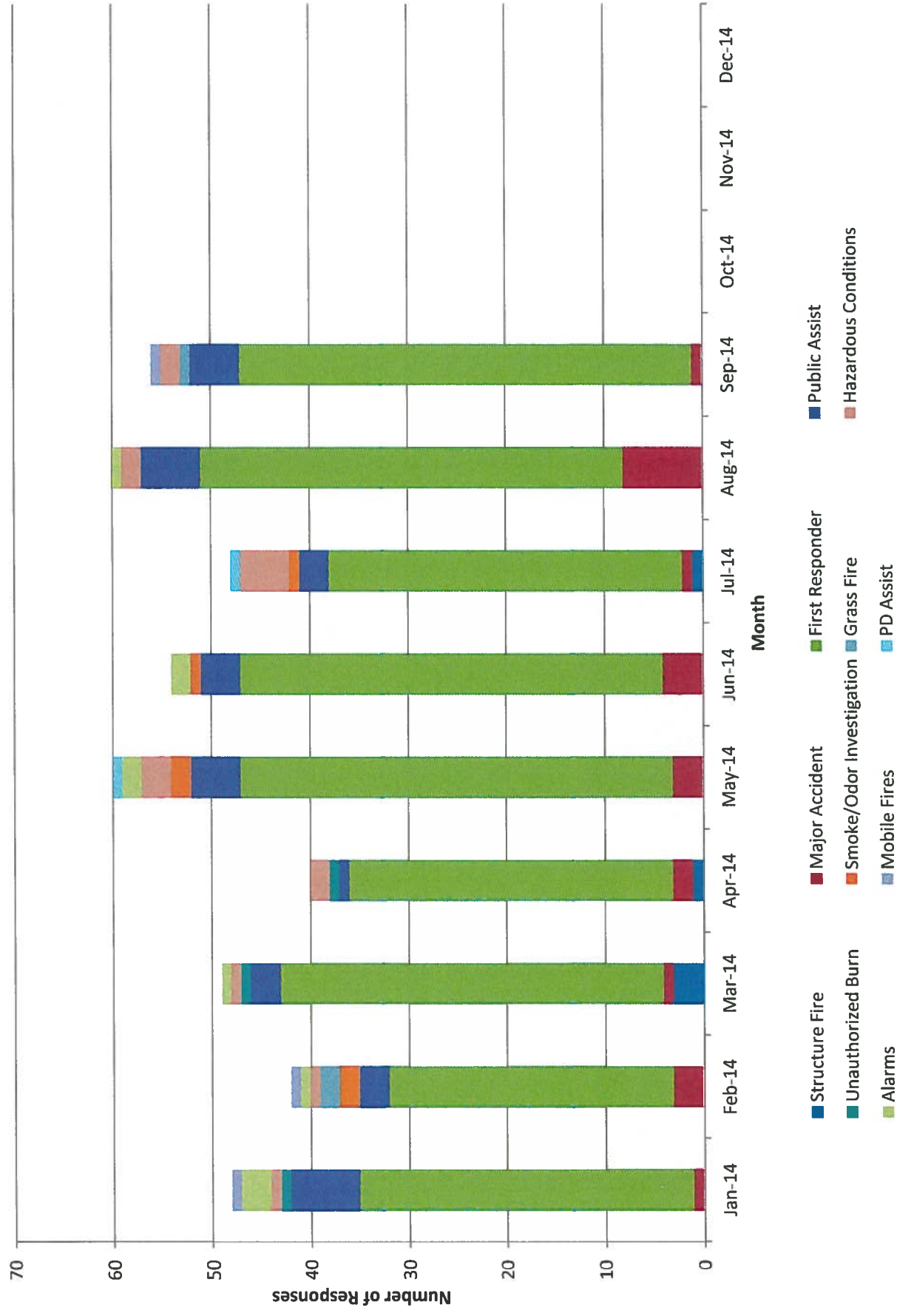
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: CONSENT AGENDA – Fire Department Report

FARMERSVILLE FIRE DEPARTMENT
MONTHLY CITY COUNCIL REPORT
SEPTEMBER, 2014

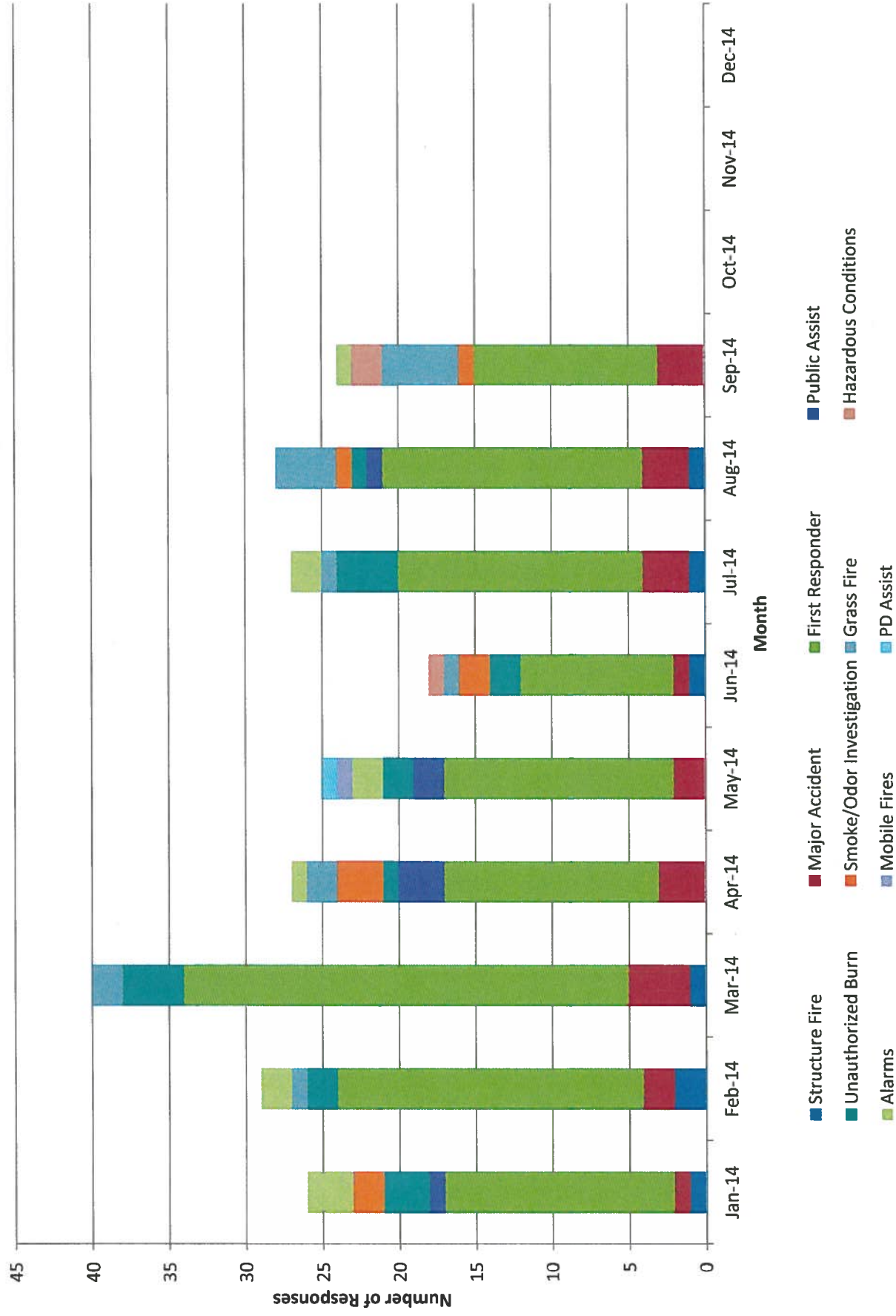
1. The department participated with the police in its annual National Night Out. The event was held here at the Public Safety Building and we had a good turn out.
2. We had 4 members attend a week long Incident Safety Officers Course that was held at Collin County Community College. This course is designed for officers assigned safety during structure fires to help ensure no members are injured and incident commands order for going defensive fire are followed.
3. Continuing to support the cities hazard mitigations list with the county.
4. A training day was conducted at Wylie Auto Towing for vehicle extrication utilizing the various tools.

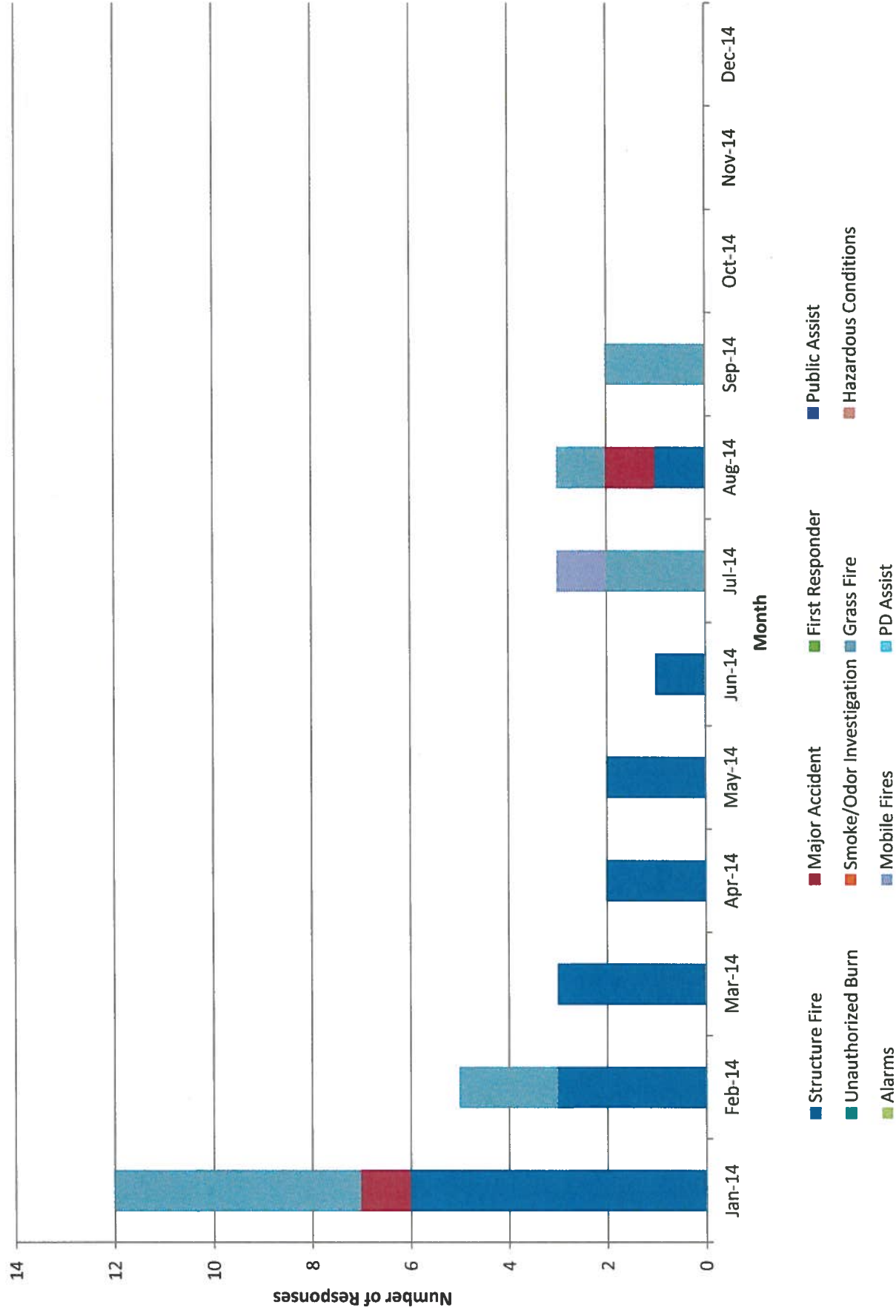
KIM R. MORRIS
Farmersville Fire Chief

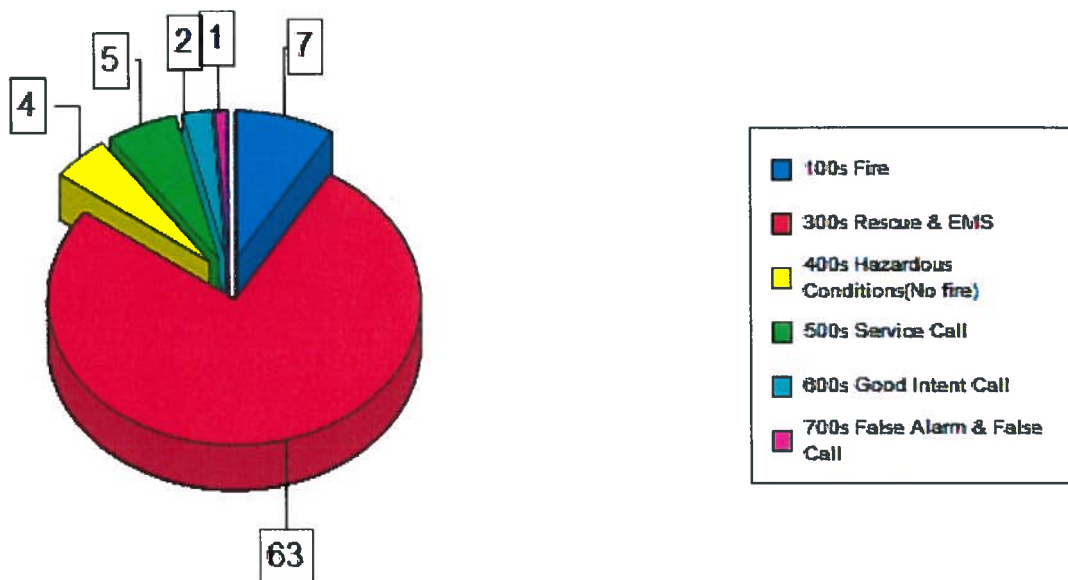
Farmersville Fire Department City Responses



Farmersville Fire Department County Responses



[illegible]



Graphed Items are sorted by Incident Type

Type Of Incident:

Total Of Incidents:

Percentage Value:

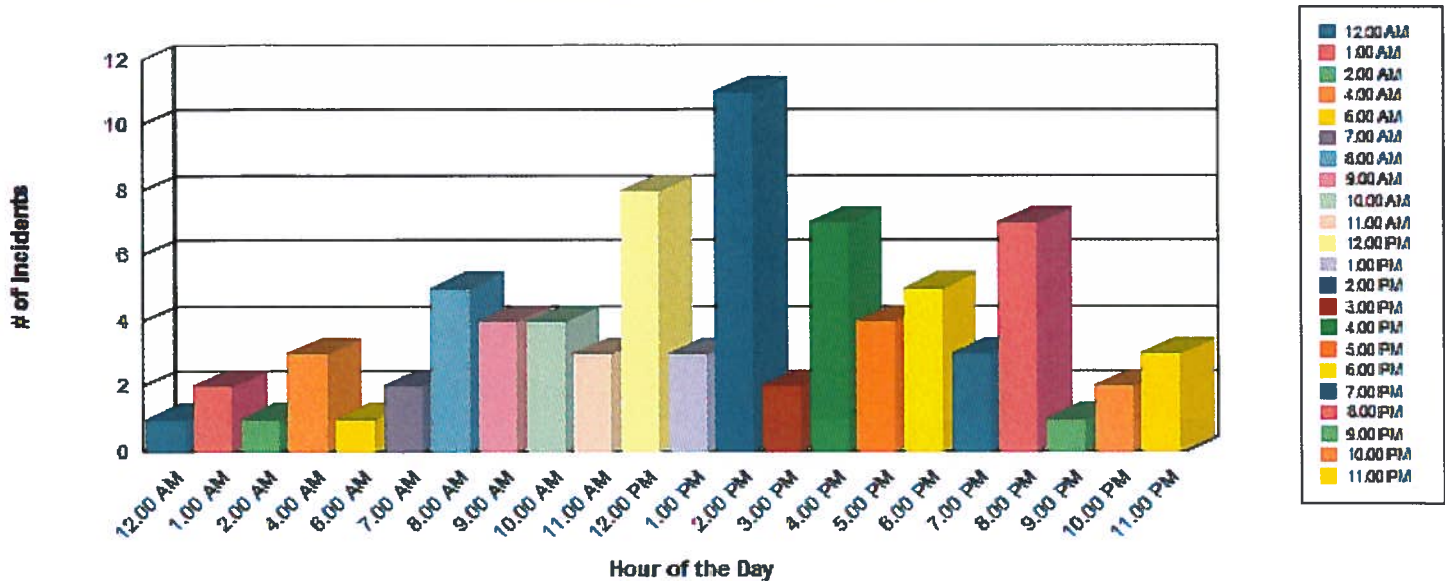
100 Series-Fire	7	8.54%
300 Series-Rescue & EMS	63	76.83%
400 Series-Hazardous Conditions(No fire)	4	4.88%
500 Series-Service Call	5	6.10%
600 Series-Good Intent Call	2	2.44%
700 Series-False Alarm & False Call	1	1.22%

Grand Total: 82

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

Print Date: 10/1/2014

Incident Totals by Hour



Hour of the Day: 12:00 AM

Total # of Incidents: 1.00 % of Total Incidents: 1.22%

Hour of the Day: 1:00 AM

Total # of Incidents: 2.00 % of Total Incidents: 2.44%

Hour of the Day: 2:00 AM

Total # of Incidents: 1.00 % of Total Incidents: 1.22%

Hour of the Day: 4:00 AM

Total # of Incidents: 3.00 % of Total Incidents: 3.66%

Hour of the Day: 6:00 AM

Total # of Incidents: 1.00 % of Total Incidents: 1.22%

Hour of the Day: 7:00 AM

Total # of Incidents: 2.00 % of Total Incidents: 2.44%

Hour of the Day: 8:00 AM

Total # of Incidents: 5.00 % of Total Incidents: 6.10%

Hour of the Day: 9:00 AM

Total # of Incidents: 4.00 % of Total Incidents: 4.88%

Hour of the Day: 10:00 AM

Total # of Incidents: 4.00 % of Total Incidents: 4.88%

Hour of the Day: 11:00 AM

Total # of Incidents: 3.00 % of Total Incidents: 3.66%

Hour of the Day: 12:00 PM

Total # of Incidents: 8.00 % of Total Incidents: 9.76%

Hour of the Day: 1:00 PM

Total # of Incidents: 3.00 % of Total Incidents: 3.66%

Hour of the Day: 2.00 PM

Total # of Incidents: 11.00

% of Total Incidents: 13.41%

Hour of the Day: 3.00 PM

Total # of Incidents: 2.00

% of Total Incidents: 2.44%

Hour of the Day: 4.00 PM

Total # of Incidents: 7.00

% of Total Incidents: 8.54%

Hour of the Day: 5.00 PM

Total # of Incidents: 4.00

% of Total Incidents: 4.88%

Hour of the Day: 6.00 PM

Total # of Incidents: 5.00

% of Total Incidents: 6.10%

Hour of the Day: 7.00 PM

Total # of Incidents: 3.00

% of Total Incidents: 3.66%

Hour of the Day: 8.00 PM

Total # of Incidents: 7.00

% of Total Incidents: 8.54%

Hour of the Day: 9.00 PM

Total # of Incidents: 1.00

% of Total Incidents: 1.22%

Hour of the Day: 10.00 PM

Total # of Incidents: 2.00

% of Total Incidents: 2.44%

Hour of the Day: 11.00 PM

Total # of Incidents: 3.00

% of Total Incidents: 3.66%

Grand Total Incidents: 82.00



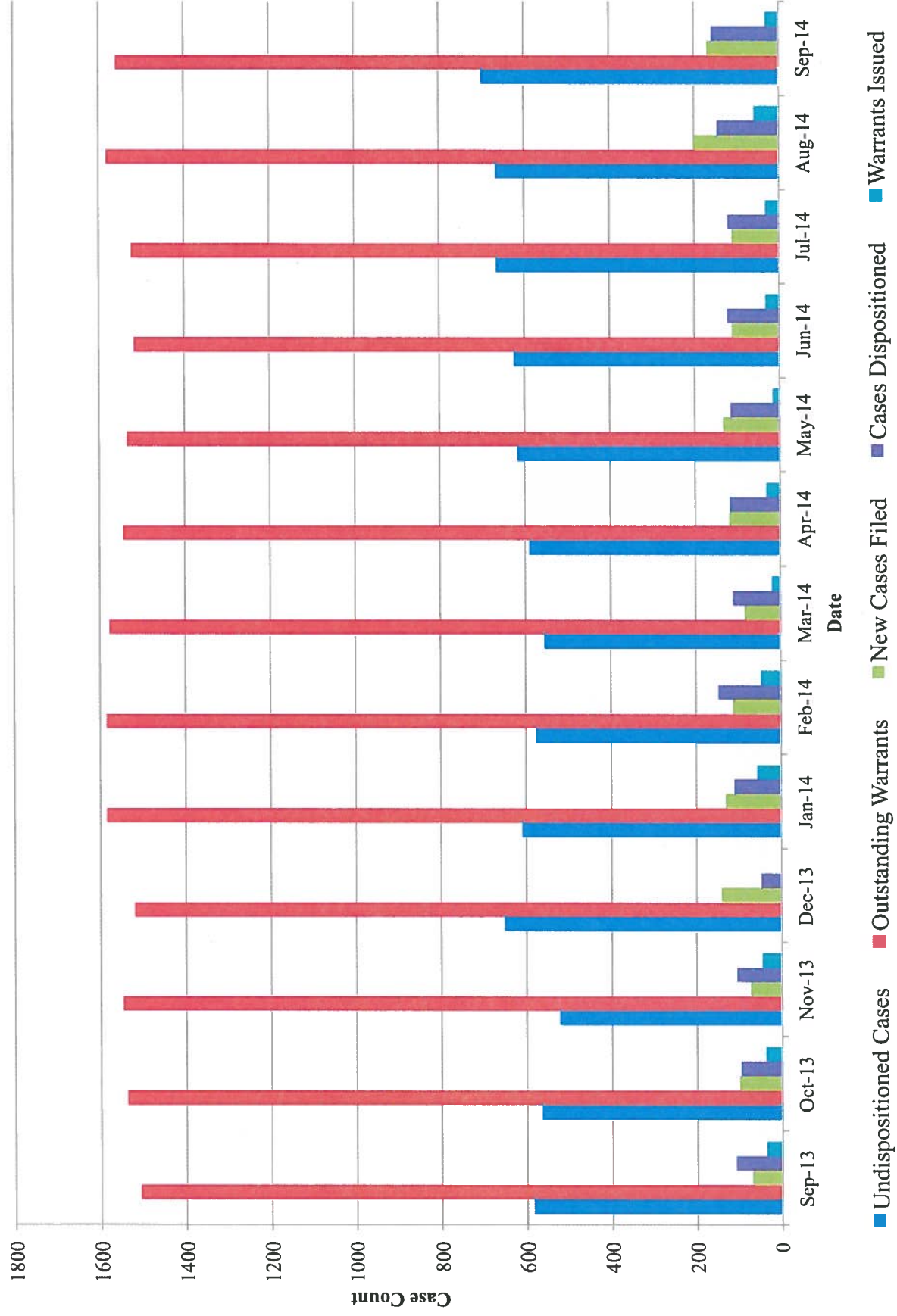
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: CONSENT AGENDA – Municipal Court Report

FARMERSVILLE MUNICIPAL COURT

MONTHLY REPORT SEPTEMBER 2014

Cases Filed	168
Class C Complaints Received	1
Dispositions Prior to Trial	96
Pre-Trial Hearings Held	7
Non-Jury Trials Held	3
Jury Trials Held	0
Cases Dismissed	
After Driving Safety Course	13
After Deferred Disposition	18
After Proof of Financial Responsibility	3
Compliance Dismissal	4
Dismissed by Prosecutor	8
Number of Disposed Cases	157
Total Revenue	\$22,196.80
Total Kept by City	\$14,344.75
Total Remitted to State	\$7,852.05

Municipal Court Case and Warrant Rate





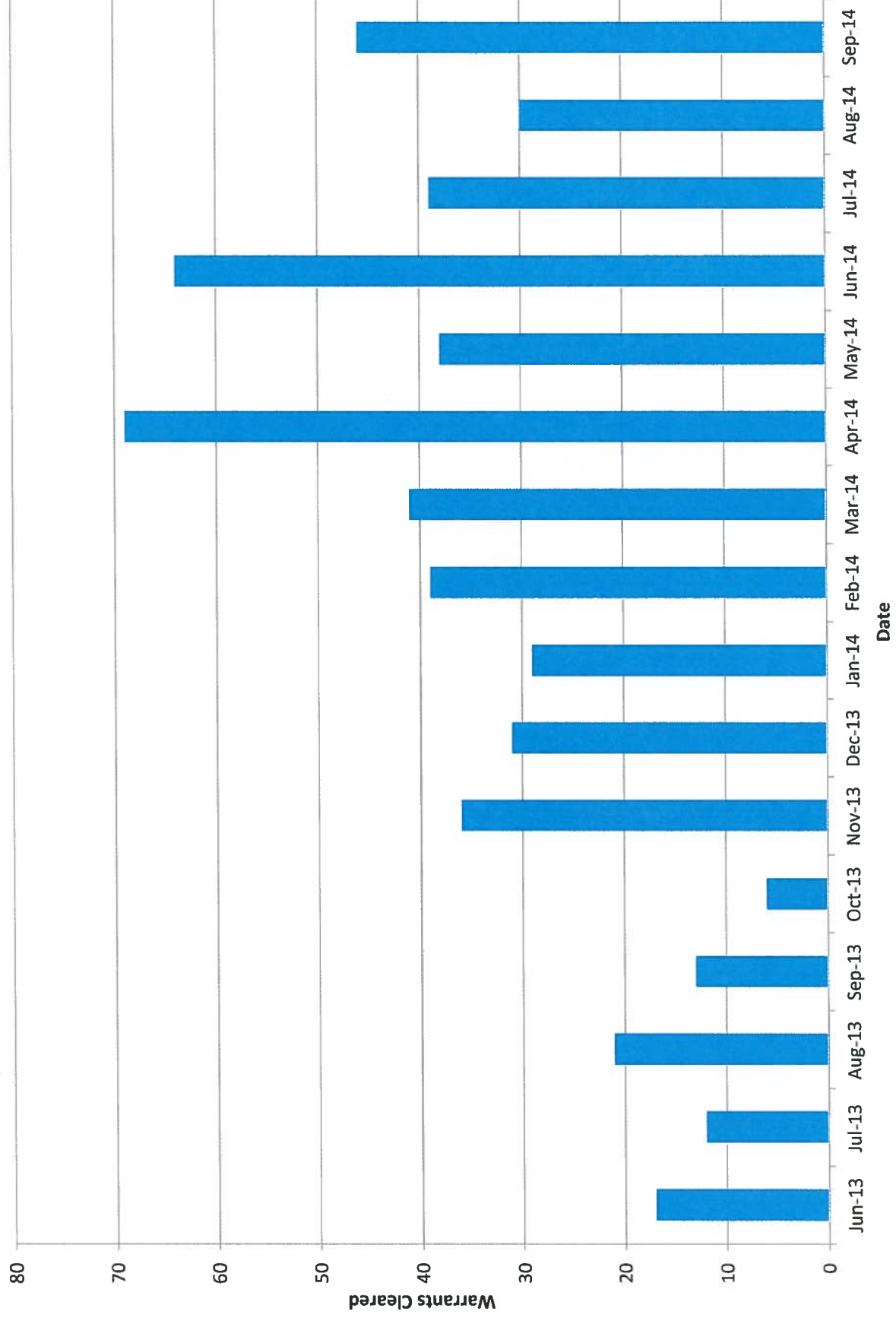
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: CONSENT AGENDA – Warrant Officer Report



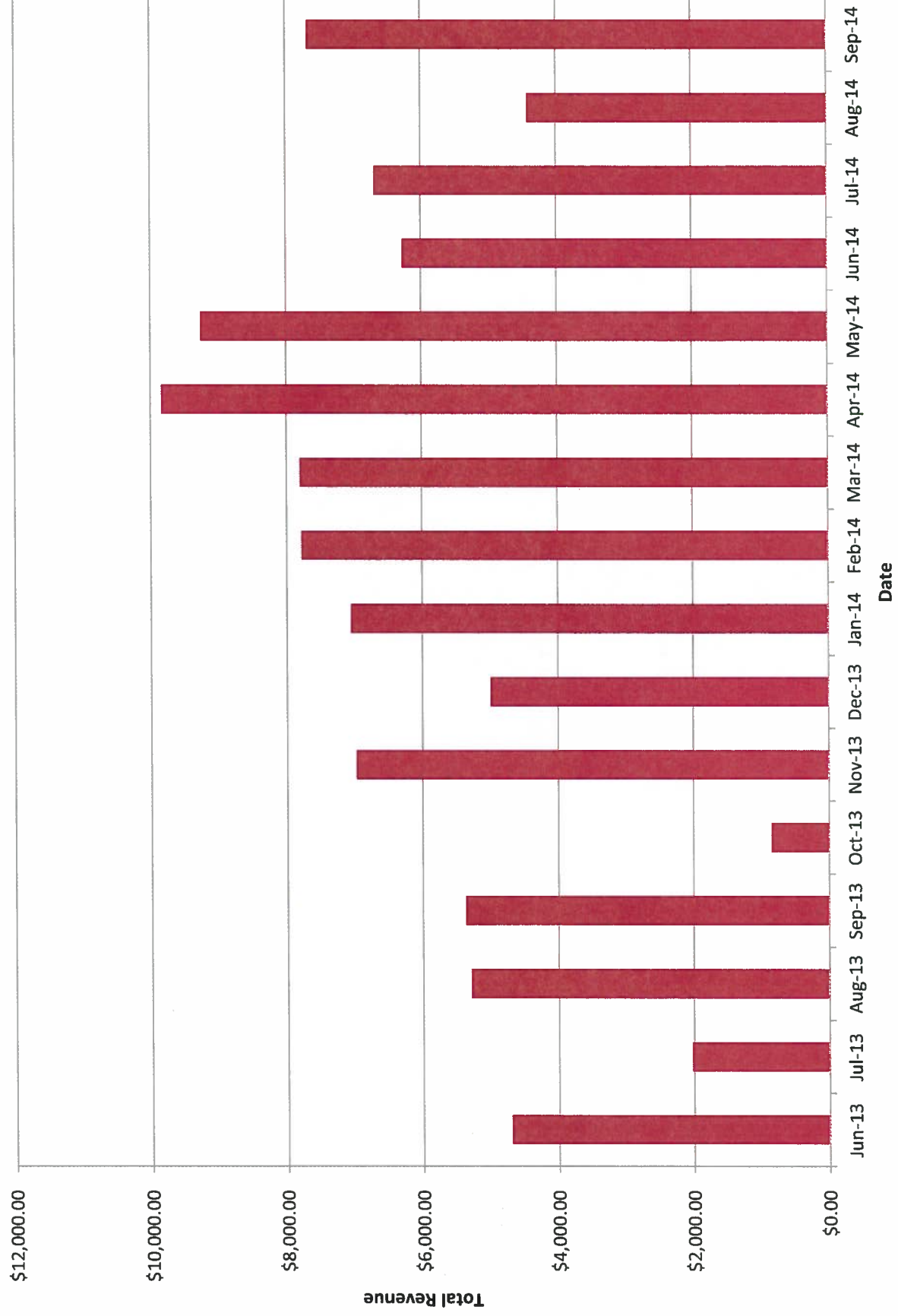
FARMERSVILLE MUNICIPAL COURT
WARRANT OFFICER REPORT
SEPTEMBER 2014

Total Outstanding Warrants	1559
Total Due from Outstanding Warrants	\$439,494.00
New Warrants Issued by Court	31
Total Warrants Cleared	46
Warrants Cleared by Arrest	19
Total on Payment Plan	164
Total Warrant Revenue	\$7,672.40
Total Time Served Credit	\$4,042.20
Total Cash Payments/Bonds Applied	\$3,630.20
Service Attempts (Including Served)	11
Process Served	6

Total Warrants Cleared



Total Warrant Revenue



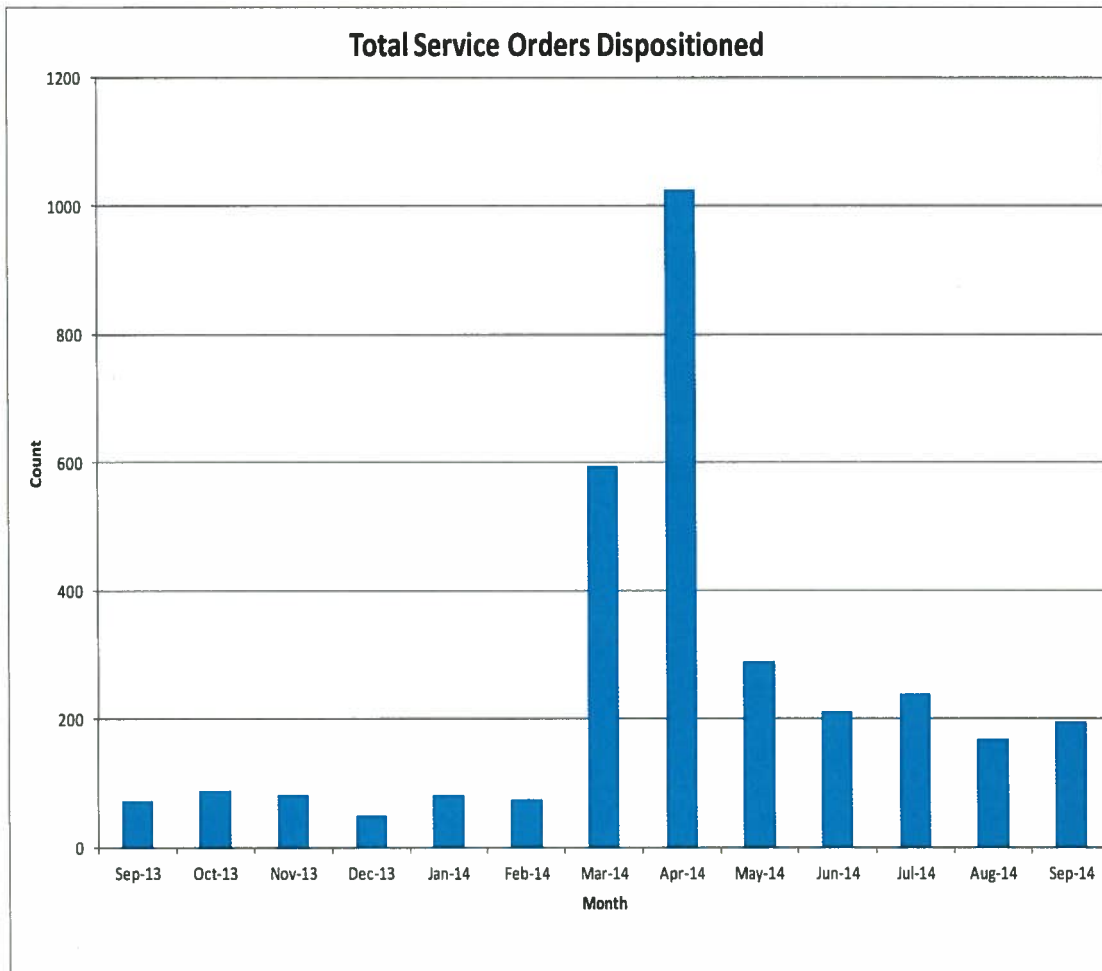


TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: CONSENT AGENDA – Public Works Report



Public Works Monthly Report

Service Order Status



Service Order Group	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14
Utility Billing	31	24	30	16	20	22	20	34	92	42	56	70	54
Street System	1	1	0	3	2	3	0	4	4	6	4	5	2
Water System	22	25	14	5	25	31	20	49	26	91	102	35	86
Waste Water System	3	5	3	5	4	5	6	3	3	2	7	2	5
Storm Water System	0	1	2	2	0	0	0	0	0	0	0	0	0
Property and Buildings	2	2	3	0	2	4	6	1	4	2	8	5	5
Electrical System	0	0	0	0	0	0	525	907	147	47	38	34	22
Refuse System	14	28	19	17	25	1	11	20	11	14	13	15	20
Projects	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0
Public Works	0	0	0	0	0	0	0	0	0	1	2	2	0
Miscellaneous	1	4	11	2	4	9	6	10	4	7	10	2	3
Total	74	90	82	50	82	75	594	1028	291	212	240	170	197

Note:

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

Public Works General

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

Street System

1. Project Backlog
 - a. Maintenance resurfacing and panel replacement.
 - i. Maple Street
 - ii. Rike Street at Summit, intersection area.
 - iii. Locust Street
 - iv. Hale Street
 - v. Gaddy Street, King Street to Windom Street
 - vi. North Washington Street by school, drainage issues
 - b. Safe Routes to School. See project status below.
 - c. Install remainder of school zone signs.
 - d. Request that Paul Glenn with TAS Compliance conduct ADA survey of downtown area and give us recommendations.
2. GO Bond related projects. See project status below.
3. US 380 Highway Project status.
 - a. 1st Railroad Bridge, Passing Track: Complete.
 - b. 2nd Railroad Bridge, Main Track: Nov 2014 thru May 2015
 - c. 380 Roadway, East Bound: Complete. Open to two-way traffic.
 - i. East Bound Off-Ramp (Southwest Ramp), Complete Dec 2014
 - ii. East Bound On-Ramp (Southeast Ramp), Complete. Two-way ramp.
 - d. 380 Roadway, West Bound: Nov 2014, 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.
 - i. West Bound Off-Ramp (Northeast Ramp), Oct 2014
 - ii. West Bound On-Ramp (Northwest Ramp), Feb 2015
 - e. Main Street Bridge Construction: Complete
 - i. Main Street Roadway: Complete
 - f. Hill Street Crossing: Nov 2014. Hill St. will be closed from 28 Oct thru 10 Nov
 - g. Walnut Street Crossing: Nov 2014. No closing dates given yet
 - h. Main/Summit Street Crossing
 - i. Passing track: Nov 2014. Main St will be closed from 13 Oct thru 26 Oct
 - ii. Main track: May 2015



Figure 1. Railroad North from Main Street



Figure 2. Railroad South from Main Street



Figure 4. Looking East from Bridge

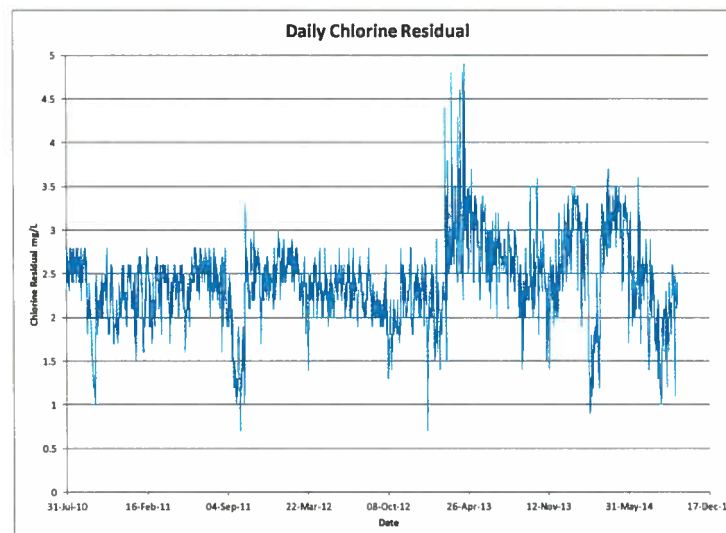
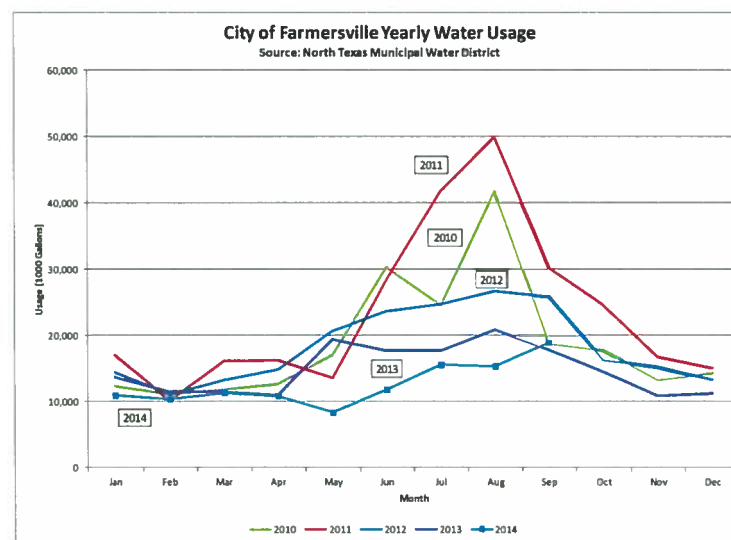
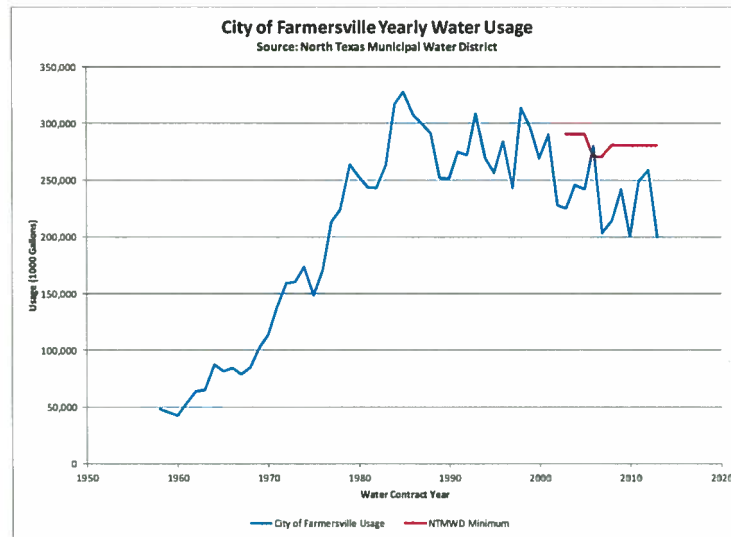


Figure 3. Looking West from Bridge

Water System

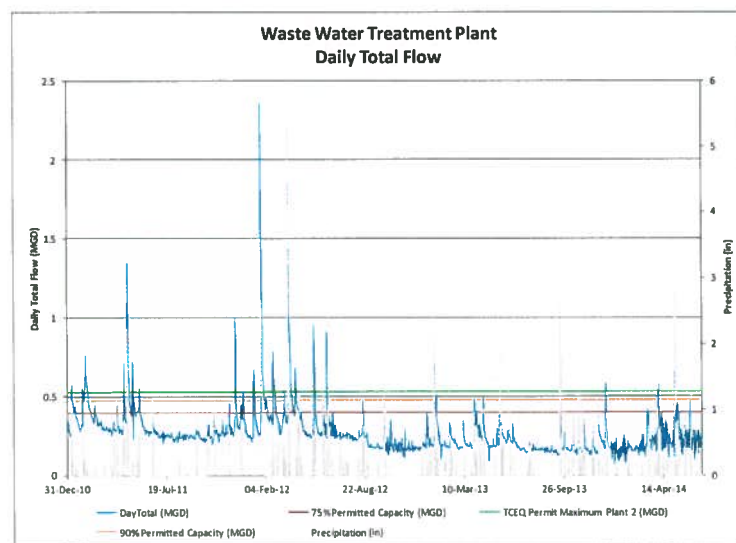
1. Project backlog
 - a. Install 4" waterline for service center expansion. (Complete)
 - b. Replace automatic transfer switch for water plant generator. (In-work)
 - c. Repair leak under east elevated water tank. Temporary repair is complete. Long term fix will be accomplished third week in November. East EWT has been placed back into operation.
 - d. Waterline extension for Caddo Park.
 - e. Transfer NTMWD customers to CoF along Hwy 380.
 - f. GO Bond related engineering. See project status below.
 - g. Install water line on Lee Street to replace extremely poor 2" galvanized line.
 - h. Recoat inside of north elevated water tank.
2. Meter Report (1404 - 8):
 - a. Residential Meters (1160 -7)
 - b. Commercial Meters (189 -1)
 - c. Industrial Meters (30,+0)
 - d. Public Meters (19, +0)
 - e. Wholesale Meters (6, +0)
3. Consumption Report (Calendar Year Start 21 Dec 2012, Month 20 August 2014 thru 17 September 2014, 28 days)
 - a. Inflow (NTMWD), Calendar Year to Date: 111,782,000
 - b. Inflow (NTMWD), Month: 15,980,000
 - c. Usage, Calendar Year to Date 105,919,300 gallons

- d. Usage, Month: 16,642,330
 - e. Usage, Average Daily Water Usage for the Month: 594,368 gallons
 - f. Calendar Year Water Loss Percentage (to date): 5.24%
4. Stage 3 water restrictions are in place.



Waste Water System

1. Project backlog:
 - a. Community Development Block Grant (CDBG) to fund sewer system project. See project status below.
 - b. GO Bond related engineering. See project status below.
 - c. Orange Street sewer lift station reconfiguration.
2. Continuing to deploy new automated meter reading system. The following meters have been deployed:
 - a. West of SH78
 - b. East of Floyd Road
 - c. FM 2194, Willowbrook, and Merit Road (north of Murchison)
 - d. Pecan Creek
 - e. 50% of the meters along SH78.
3. Continuing negotiations with Clean Water State Revolving Fund personnel. Out of 150+ projects we are in very good position at #8 and #34.
 - a. Intended Use Plan Project #8, Wastewater Treatment Plant, \$6.204M.
 - b. Intended Use Plan Project #34, Interceptor Line, \$7.160M.



Storm Water System

1. Project backlog:
 - a. Drainage issues behind May Furniture building.
 - b. Drainage issue behind Hurst Antiques. Elevations have been shot and DBI is currently working on planning drawing. Plan to start this project by the end of October.
 - c. Storm water line down Clairmont in need of upgrades.

Property and Buildings

1. See action item list below for Fire Marshal findings.
2. City Hall
 - a. Backlog: Additional window tinting.

- b. Backlog: Fix upstairs window.
 - c. Backlog: Upgrade parking lot to address ADA requirements at front entrance.
 - d. Backlog: Install new generator. This project on hold pending resolution of generator issues at the Charles R. Curington Public Safety Building.
- 3. Chamber of Commerce
 - a. Backlog: Upgrade parking lot to address ADA requirements at front entrance.
- 4. Public Works Annex
 - a. No new news.
- 5. JW Spain
 - a. Built and delivered three more compliant bleachers. We have a total of four now.
- 6. Onion Shed
 - a. No new news.
- 7. West Onion Shed
 - a. Backlog: Remove picnic tables.
- 8. Charles R. Curington Public Safety Building
 - a. Continuing to work on generator issues. Performed power/energy study. LED lighting will be installed to reduce load.
- 9. Chaparral Trail
 - a. See project status below.
- 10. Riding Arena.
 - a. No new news.
- 11. Public Works Service Center
 - a. Expansion is underway. Due for completion by February 2015. Slab complete. Structural steel 50% complete.
 - b. Backlog: Install new generator. This project on hold pending resolution of generator issues at the Charles R. Curington Public Safety Building.
- 12. Rambler Park.
 - a. Splash Pad has winterized. Control panel has been removed for storage.
 - b. Backlog: Move gazebo closer to splash pad.
 - c. Backlog: Sidewalk connector to the gazebo.
- 13. North Lake
 - a. Construct Police shooting range.
- 14. South Lake Park
 - a. Backlog: The following items are due for replacement/maintenance:
 - i. Repair/remove broken portal.
 - ii. Replace hanging bars, 10.
 - iii. Replace missing grill, qty 2.
 - iv. Replace bench at the boat ramp.
 - v. Replace weak boards on fishing pier.
 - vi. Improve hose bib installation
- 15. Civic Center/Library
 - a. Backlog: Handicap ramp compliance issues.
 - b. Backlog: Handicap parking striping and signage.
- 16. Best Center
 - a. Backlog: Change locks.

17. Senior Center
 - a. Backlog: Concrete for entrance area.
 - b. Backlog: Lights for the parking lot.
18. City Park
 - a. Backlog: The following items are due for replacement/maintenance
 - i. Place engineered wood fiber box around slide.
 - ii. Remove rock from underneath playground equipment and replace with engineered wood fiber.
19. Downtown
 - a. Backlog: Install banner mounts.
20. Install historical markers for the following items:
 - a. Backlog: Old city standpipe location.
 - b. Backlog: Ramblers Baseball Park.
 - c. Backlog: Old Train Depot site.
 - d. Backlog: Downtown square, William Gotcher
 - e. Backlog: Looney-Dowlin First Public School

Electrical System

1. Meter Report (1563+0):
 - a. Residential Meters (1266 -9)
 - b. Commercial Meters (226 -1)
 - c. Industrial Meters (16)
 - d. Public Meters (45)
2. Consumption Report (History Started 16 Apr 2014, Month 20 August 2014 thru 17 September 2014, 28 days)
 - a. Usage, Month: 3,074,478 kW-Hr.
3. Construction to move electrical wires over the railroad at Hill Street complete. Awaiting reimbursement.
4. Continued working on fusing and segmentation approach to help aid in emergency troubleshooting in the future. The fusing project will help increase system reliability.
5. McCord continues working on electrical system standards. Once these are complete we will combine all the public works system standards into one document for eventual release.
6. Backlog: Create electrical system metrics list
7. Backlog: Install statement billing
8. Backlog: Install average billing
9. Surcharge Projects. Still need to add costs
 - a. Pole Straightening/Change Out
 - i. Orange Street. (complete)
 - ii. Walnut Street, between 700 and 900 block
 - iii. Wilcoxson, 500 block
 - iv. North Washington Street
 - b. Wire upgrade. Copper to aluminum/resizing
 - i. Walnut Street, between 700 and 900 block
 - ii. North Washington Street

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

Refuse System

- 1. Actions regarding setting up the Household Hazardous Waste (HHW) program are complete.

Inspections, Permits, Plats

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

Vehicles/Tools

- 1. No new news.

Special Projects/Loans/Grants

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Safe Routes to School Grant Funded by TxDOT	\$674,000	\$5,000 CoF Funded	Nov-13	Oct-14	Construction started. Phase I, II, III, IV, V substantially completed. Awaiting final project TxDOT walk-thru. Making preparations for final audit.
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)	Jun-14 (est)	Mar -15	Grant awarded. 100% documentation package should be complete by 13 Oct 2014.
Waste Water System Community Development Block Grant (CDBG)	\$275,000	\$41,250 (Cash)	Awarded	Awarded	State contract is in place. Next step is to award engineering and grant administration contracts.
Waste Water Treatment Plant Texas Revolving Fund	\$14,000,000	Loan, 100%	Not Awarded Yet	Not Awarded Yet	Application turned in. This does not obligate the City but does give us an option. Started work on procuring a design engineer for the treatment plant.
Farmersville Parkway Phase III Collin County Bond	\$3,800,000	\$1,900,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%.
Floyd Street Extension Collin County Bond	\$200,000	\$100,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%

Red indicates change from last council meeting.

General Obligation Bond Projects

Project Number	Project Name	Budget	Actual Bond CTD	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	2,629	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	625,982	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	Oct-14
9	Windom Overlay (Maple to McKinney)	46,000		Contracted	Nov-14	Nov-14
10	South Washington Overlay (Farmersville Parkway to Sid Nelson)	88,000	629	Engineering	Mar-15	Mar-15
11	Sid Nelson Overlay (South Washington to Hamilton)	88,000		Engineering	Apr-15	Apr-15
12	Hamilton Street (380 to Farmersville Parkway)	1,384,000	779	Engineering	Feb-15	Apr-15
13	Santa Fe Reconstruct (Johnson to Main)	504,000		Engineering	May-15	May-15
14	Street Signs and Installation	95,000	340	Ready for Construction	Nov-14	Mar-15
Street Projects Total		3,573,828	784,416	2,789,412		
Street Projects GO Bond Allocation		3,575,000				
Water Projects						
15	North ET/North Main Street	189,000	416,690	Construction	Apr-14	Nov-14
16	Sycamore St/Hwy 78	329,000		Construction	Apr-14	Oct-14
17	Hamilton St		23,737	Complete	Jun-14	Jul-14
18	Rike/Houston/Austin Street	163,500		Engineering	Jan-15	Feb-15
19	Automated Meter Reading System	520,000	357,296	Construction	Mar-13	Jan-15
20	Bob Tedford Drive	83,000	8,417	Construction	Nov-14	Dec-14
21	CR 608/CR 609	63,500		Not Started	Jan-15	Feb-15
Wastewater Projects						
22	S Main & Abbey – Gravity Main	52,000		Not Started	Jan-15	Apr-15
23	Hwy 78 & Maple St – Gravity Main	57,000		Not Started	Feb-15	Jul-15
24	Hwy 78 & CR 611 – Gravity Main	172,500		Not Started	Feb-15	Jul-15
25	Floyd St – Lift Station	50,000		Not Started	Jan-15	Apr-15
26	Sycamore – Gravity Main	23,000	16,497	Complete	May-13	Jul-13
27	Hamilton St - Gravity Main		16,608	Complete	Jun-14	Jul-14
28	Hwy 380 & Welch Dr – Gravity Main	164,500		Not Started	Jan-15	Apr-15
29	Hwy 380 (AFI to Floyd St) – Lift Station & Force Main	445,000		Not Started	Apr-15	Sep-15
30	Locust – Gravity Main	88,500		Not Started	Jan-15	Apr-15
Water and Wastewater Projects Total		2,400,500	839,245	1,561,255		
Water and Wastewater Projects GO Bond		2,400,000				

Action Item List

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

Project Name	Project Description	Service				CLOSE DATE
		Date of Request	Person Assigned	Order Number	NOTES	
City Hall	floor - replacement and duct cleaning					Open
Side walk repairs needed	the Sidewalk infront of Independent Bank and infortm of McGuire Building				Ben will be having Nick to take this and do the repairs	Open
Chaparral Trail	PHASE III PLAN SET copies for Joe Helmerger for bid, 50% completion, 75% completion and 90% completion	1-Dec-2013	BEN			Open
J.W. Spain Fire Marshal Action Items	1. Provide commercial ansul system with hood above frier and flat top. <alt-enter> 2. Provide fire extinguisher in concession stand. 3. Repair damaged bleachers.	28-Mar-2014	Ben White		3. Install 1 set of bleachers. Received 3 more sets of bleachers	Open
City Hall Fire Marshal Action Items	1. provide panic hardware on second exit 2. secure chairs together(when 4 in row)	25-Mar-2014	Ben White		3. is completed	Open

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: CONSENT AGENDA – Library Report



Charles J. Rike Memorial Library

203 Orange Street - Farmersville, Texas

www.rikelibrary.com

972-782-6681

September – 2014

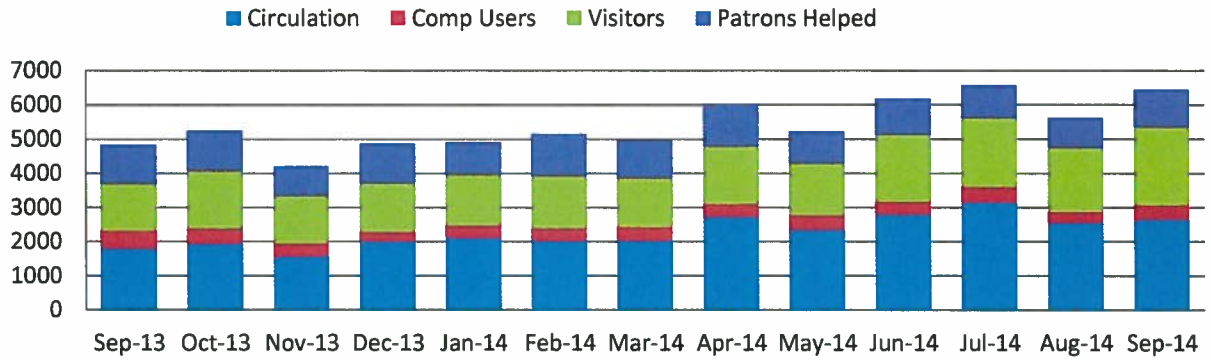
Circulation:	2,642
Computer Users:	368
Wi-Fi User Estimate:	51
Visitors:	2,265
Inter-library Loan	
Books loaned to other libraries:	1
Books borrowed for our patrons:	15
Patrons Saved \$ *	\$ 35,147.33
New Patrons:	19
Volunteer Hours Donated:	28 hours 30 minutes

Other Items of Interest:

<u>Fiscal Year 2013/2014 Totals</u>	
Circulation:	27,746
Computer Users:	4,620
Visitors:	20,094
ILL - Loaned:	27
ILL - Borrowed:	85
New Patrons:	254
Volunteer hours donated:	322 hours 15 minutes

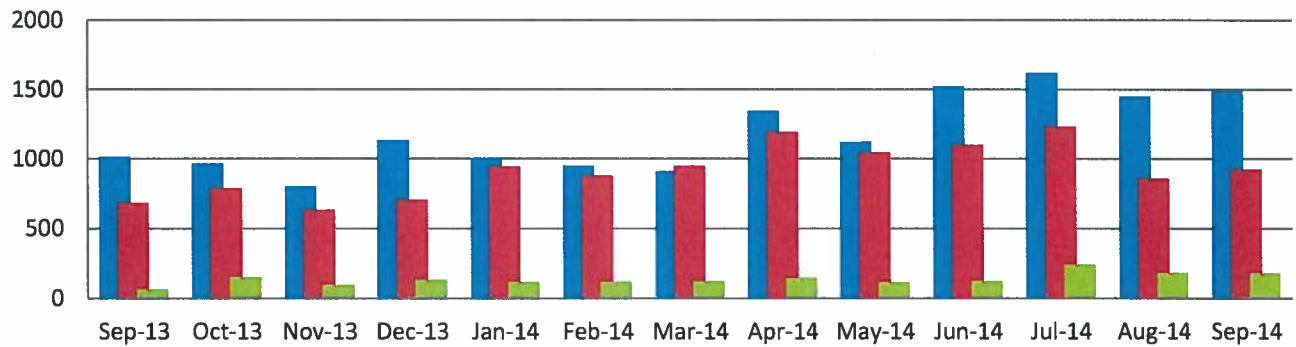
We have received our official notification letter from the State Library and Archives Commission that the Charles J. Rike Memorial Library has been accredited and will be a fully qualified member of the Texas Library System for State Fiscal Year 2015 (September 1, 2014 through August 31, 2015).

Library Usage



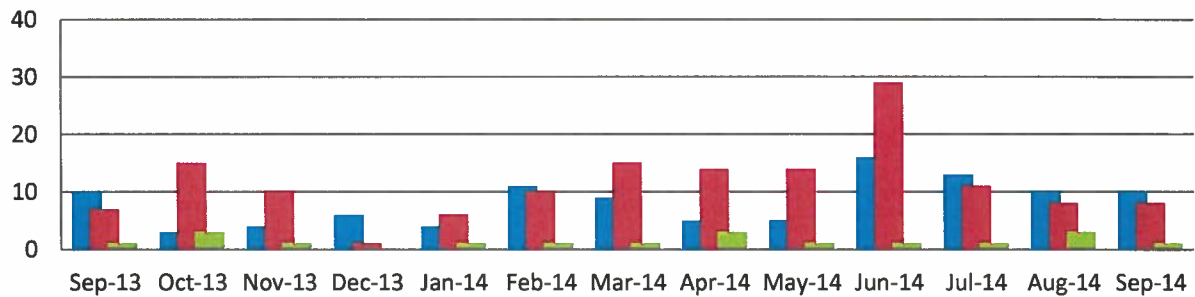
	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14
Patrons Helped	1142	1200	875	1171	965	1254	1131	1184	950	1057	967	886	1112
Visitors	1360	1659	1380	1406	1474	1513	1412	1674	1489	1952	2011	1859	2265
Comp Users	519	452	384	286	363	378	399	377	432	367	446	317	419
Circulation	1794	1929	1555	1994	2097	1997	2020	2713	2335	2784	3141	2539	2642

Circulation by Patron Type



	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14
City	1017	967	806	1135	1008	952	912	1346	1124	1521	1621	1451	1491
County	684	789	633	704	945	881	951	1196	1045	1101	1232	858	925
Other	63	151	96	128	116	115	120	143	114	122	240	180	179

New Patrons



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



Lorenzo de Zavala
State Archives and
Library Building

P.O. Box 12927
Austin, Texas
78711-2927

1201 Brazos Street
Austin, Texas
78701

www.tsl.texas.gov

Commission Chairman
Michael C. Waters

Members
Sharon T. Carr
Martha Doty Freeman
F. Lynwood Givens
Larry G. Holt
Wm. Scott McAfee
Sandra J. Pickett

Director and Librarian
Mark Smith

Assistant State Librarian
Edward Seidenberg

*Preserving yesterday,
informing today,
inspiring tomorrow.*

Dear Trisha Dowell:

This letter serves as the official notification that Charles J Rike Memorial Library has been accredited and will be a fully qualified member of the Texas Library System for State Fiscal Year 2015 (September 1, 2014 through August 31, 2015).

The library is eligible for the TexShare card program, the TexShare databases, statewide Interlibrary Loan, and the federal E-Rate program. The library is also eligible to apply for our competitive grants. More information may be found on the following webpages:

Accreditation Rules <http://tinyurl.com/Txaccredcriteria>

TexShare <http://www.tsl.state.tx.us/texshare/>

ILL <https://www.tsl.state.tx.us/landing/ill.html>

E-Rate <https://www.tsl.state.tx.us/ld/funding/usf.html>

Competitive Grant Programs <https://www.tsl.state.tx.us/ld/funding/index.html>

We will be sending your preliminary population assignment and maintenance of effort in early Fall.

The Texas State Library and Archives Commission staff congratulates you on your library's accreditation.

If our office may be of assistance to you in any way, please contact me (smalek@tsl.texas.gov, 512-463-5532), or Valicia Greenwood (vgreenwood@tsl.texas.gov, 512-463-5466), or through our Texas-only toll free number, 800-252-9386.

Sincerely,

Stacey L Malek
Program Coordinator
Library Development & Networking Division



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: CONSENT AGENDA – City Manager’s Report



City Manager Monthly Report

City Manager General

1. Attended the following meetings:

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

Ordinances and Ordinance Changes

1. Backlog

a. New

- i. Painting of fire hydrants.
- ii. Street sign standards.
- iii. Knox boxes.
- iv. TCEQ on-site sewage amendment.
- v. Special events permits. (Complete)
- vi. Driveway openings and approaches. (for P&Z consideration)
- vii. Restrictions related to items left in City ROWs and building set-back areas. (for P&Z consideration)
- viii. Revise the City's Thoroughfare Plan and the City's design standards to remove areas of disagreement between the documents.

b. Change

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

Contracts

1. Backlog
 - a. Close-out for Chaparral Trail Phase I (Complete)
 - b. Close-out for Chaparral Trail Phase II
 - c. Chaparral Trail Phase III
 - d. Tantalus Systems for Farmersville Electric AMI system (Complete)
 - e. Collin County Road Improvement ILA (Complete)
 - f. TLC NetCon (Complete)
 - g. ILA from Collin County for library funding
 - h. ILA from Colin County for animal control services
 - i. Texas Department of Agriculture CDBG Grant related contracts

Planning

1. Continued working with 4B on planning for Towne Centre concept.
2. Reviewed Comprehensive Plan progress with Citizens Advisory Committee.

Policy Changes

1. Backlog
 - a. Information Technology policy.

Personnel Related Matters

1. Hired new Farmersville Public Works employee Justin Schmidt to Jerry Cortez.

Customer Service Window

1. On-Line billing system being used more often, 204 accounts. Up from 184 last month.

Budget/Finance

1. 2014/2015 budget is finalized and approved.
2. Currently working on closing out 2013/2014 books.
3. Budget amendments will be required for items carrying over to next year like: generator project, service center project, electrical fund clean-up (TCOS).
4. Planning to attend Public Funds Investment Act training in October.
5. Audit scheduled to start 16 December.
6. Started making extensive use of our Purchase Order system to become more efficient with our accounting process.

Information Technology

1. Ninety (90%) complete with deployment of remote real-time monitoring processes to enable us to facilitate license audit and review. This software will also allow us to inventory hardware and software.
2. Upcoming projects
 - a. Better backup processes
 - b. Microsoft Office Suite 2010
 - c. Installation of anti-virus and spam filtering
 - d. Hardware and software review audit (10% complete)

Special Events

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – FEDC (4A) Meeting Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/economic_development/index.i

[sp](#)

FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION
MEETING MINUTES
August 21st, 2014

The Farmersville EDC met in regular special session on August 21st, 2014, at 7:00 p.m. at the City Council Chambers with the following members present: Bob Collins, Chris Lair, Robbie Tedford, Kris Washam, and Kevin McGuire. Staff members present were City Manager Ben White, City Accountant Daphne Hamlin, and Mayor Joe Helmberger. Special guest recognized were Richard Smith, Diane Piwko, Leaca Caspari, Doris Williams and Jennifer Jiles.

CALL TO ORDER

Mr. Collins convened the meeting at 7:02 p.m. and announced that a quorum was present.

RECOGNITION OF CITIZENS/VISITORS

Special guest recognized were Richard Smith, Diane Piwko, Leaca Caspari, Doris Williams and Jennifer Jiles.

PUBLIC HEARING REGARDING PROPOSED 2014-2015 BUDGET AND GOALS

Mr. Collins opened the public hearing at 7:03:00. Mr. Collins asked for anyone to come forward and speak for the proposed 2014-2015 Budget and Goals. Mr. Collins asked for anyone to come forward and speak against the proposed 2014-2015 Budget and Goals. With no one coming forward to speak for or against the 2014-2015 Budget and Goals, Mr. Collins closed the public hearing at 7:03:31.

CONSIDER, DISCUSS AND ACT UPON APPROVING THE EDC 4A PROPOSED BUDGET AND GOALS FOR BUDGET YEAR 2014-2015

On a motion by Mr. Tedford and a second by Mrs. Washam, the Board approved the Proposed Budget and Goals for Budget Year 2014-2015. Motion carried unanimously

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

City Manager Ben White updated to EDC Board on construction progress. Mr. White stated there is a delay on construction due to several issues surrounding Main Street Bridge. Rail Road Bridge construction is scheduled to begin construction October 2014.

UPDATE REGARDING COLLIN COLLEGE

Mr. Collins said there are no updates to report. Mr. McGuire asked if there are any openings on the Collin College Board and how difficult would it be to run for a seat. Mr. Collins stated key to securing a seat on the Board is to have someone who is known outside and inside of Farmersville. Mr. Collins stated currently there are (28) twenty eight applicants for the vacated position and the next election will be held spring of 2015. Mr. Collins stated he would like to see the Farmersville area more politically involved.

CONSIDERATION AND POSSIBLE ACTION REGARDING FAÇADE GRANT APPLICATIONS

EDC Board received two façade grant applications. First application presented to the EDC Board was for Doris Williams and Jennifer Jiles. EDC Board reviewed application

along with the documents and pictures provided for the improvement of the building located at 101 Candy Street. Estimate of work is approximately \$55k (fifty five thousand). Mr. Lair asked when construction is scheduled to begin. Ms. Jiles said as soon as funding is available from the EDC Board. Mr. Tedford requested a completed packet and return to the EDC Board for possible consideration and approval. On a motion by Mr. Tedford and a second by Mr. Lair to table this item, motion carried unanimously

Second application was from Diane Piwko, owner of Fiber Circle located at 200 McKinney Street, Farmersville, Texas. Mrs. Piwko presented to the EDC Board her façade grant application. Mrs. Piwko explained her reasoning for not providing any bid information or drawings was due to the fact her plans for construction on her building would not begin until April 2015. Mrs. Piwko explained that contractors would not provide her with any bids due to the fact the construction was too far out. Mrs. Piwko is requesting that the EDC Board approve her façade grant application now in order to hold funds due to the fact that the EDC Board only awards (2) two grants per year. Mr. Tedford explained that securing funds for a façade grant before a completed application has been submitted was not in the façade grant guidelines, and if someone presented to the EDC Board a completed application that fit the grant criteria, it could possibly go to them. Mrs. Piwko said she would like to point out that compared to other applicants that her business was more stable. Mrs. Piwko explained another factor to her needing to hold off construction until the spring was due to the fact that (60%) sixty percent of her business occurred during the fall time frame. Mr. Collins asked the EDC Board how they would like to proceed. It was determined that no action would be taken at this time.

RECEIVE PRESENTATION REGARDING RETAIL BUSINESS OPPORUTNITY FROM ROBIN GUSTAVSON.

No action taken. Item tabled

DISCUSSION AND POSSIBLE ACTION REGARDING FARMERSVILLE TOWNE CENTRE

Mr. Collins said that he will go before City Council on September 9, 2014 requesting support and approval to proceed with the Towne Centre Planning.

CONSIDERATION AND POSSIBLE ACTION OF ITEMS FOR PAYMENT

On a motion from Mr. Lair and a second from Mr. McGuire the EDC Board approved items listed for payment, motion carried unanimously

CONSDIERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR JLYY 2014, AND REQUIRED BUDGET AMENDEMENTS

On a motion from Mr. McGuire and a second from Mrs. Washam the EDC Board approved the July 2014 Financials, motion carried unanimously.

CONSIDERATION AND POSSIBLE APPROVAL OF THE MINUTUES OF THE JUNE 19TH, 2014 AND JULY 31ST, 2014 MEETINGS.

On a motion from Mrs. Washam and a second from Mr. McGuire the EDC Board approved the June 19th, 2014 and July 31st, 2014 meeting minutes, motion carried unanimously

DISCUSSION ON CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA

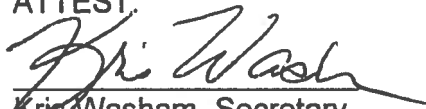
Review Façade Grant Application and Guidelines

ADJOURNMENT

On a motion by Mrs. Washam and a second by Mr. Meguire, the Board adjourned at 7:51p.m.

Bob Collins, President

ATTEST:


Kris Washam, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – FEDC (4A) Financial Report

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

September 2014

Prepared by: Daphne Hamlin

Farmersville Economic Development Corp 4A
September 2014

Statement Balance 9-1-2014	\$264,722.34
Deposits:	
Sales Tax:	\$29,473.85
Cking Int .05%	\$11.49
CD Interest	\$74.32
Transfer to Texpool	
Transfer from Texpool	\$-
Checks	
Statement balance 9-30-2014	\$294,282.00

Outstanding Transactions

Sales Tax
Transfer to Texpool
CD Interest

Balance 9-30-2014	\$294,282.00
--------------------------	---------------------

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

	FY 2014 Budget	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance		\$145,798.94	\$160,436.50	\$182,136.79	\$200,540.72	\$178,678.30	\$200,602.48	\$178,963.41	\$194,809.65	\$212,296.82	\$226,902.79	\$246,172.38	\$264,722.34	
Deposits														\$-
Sales Tax Collections	\$160,000.00	\$21,637.54	\$21,587.41	\$18,324.23	\$13,763.51	\$21,842.95	\$15,996.41	\$15,764.39	\$17,406.60	\$16,522.61	\$17,187.58	\$19,735.49	\$29,473.85	\$228,842.57
Interest Income cking	\$1,100.00	\$7.28	\$6.72	\$7.78	\$8.06	\$6.91	\$8.40	\$7.53	\$8.66	\$9.04	\$10.09	\$10.75	\$11.49	\$102.71
Transfer from Texpool to First Bank														\$-
Transfer funds to CD														\$-
Transfer to Texpool														\$-
CD Interest Earned		\$102.74	\$106.16	\$71.92	\$74.32	\$74.32	\$67.12	\$74.32	\$71.91	\$74.32	\$71.92	\$74.31	\$74.32	\$937.68
Total Revenue	\$161,100.00	\$167,546.50	\$182,136.79	\$200,540.72	\$214,386.61	\$200,602.48	\$216,274.41	\$194,809.65	\$212,296.82	\$228,902.79	\$246,172.38	\$265,992.93	\$284,282.00	\$225,882.96
Expenses:														
Administration	\$1,000.00											\$600.00		\$600.00
Meeting Expenses	\$1,000.00	\$-										\$330.84		\$330.84
Dues/School/Travel	\$500.00													\$-
Office Supplies	\$200.00													\$-
Marketing/promotion Expenses														
Marketing/Promotion Expenses/Advertising	\$7,110.00	\$7,110.00												\$-
Colin College Sponsorship	\$7,500.00				\$7,500.00									\$7,110.00
Small Business Entrepreneurship Conf	\$500.00						\$500.00							\$7,500.00
Legal Service	\$2,500.00											\$339.75		\$339.75
Farmersville Chamber	\$1,000.00						\$1,000.00							\$1,000.00
Farmersville Rotary	\$500.00						\$500.00							\$500.00
Total Expenditures	\$21,810.00	\$7,110.00	\$-	\$-	\$7,500.00	\$-	\$2,000.00	\$-	\$-	\$-	\$-	\$1,270.59	\$-	\$17,280.59
Directive Business Incentives														
Colin College Project(sewer/street/electric)	\$100,000.00													\$-
NTMWD Regional WW Treatment	\$150,000.00													\$-
Electrical Study	\$125,000.00				\$28,208.31									\$28,208.31
Facade Grant Program	\$50,000.00						\$35,311.00							\$35,311.00
Total Development Cost	\$425,000.00		\$-	\$-	\$28,208.31	\$-	\$35,311.00	\$-	\$-	\$-	\$-	\$-	\$-	\$61,519.31
Total Expenditures	\$446,810.00	\$7,110.00	\$-	\$-	\$36,708.31	\$-	\$37,311.00	\$-	\$-	\$-	\$-	\$1,270.59	\$-	\$80,799.90
Revenue vs Expenditures	(\$285,710)													\$-
From Reserves	\$285,710.00													\$-
Balance Budget	\$-													\$-
Total Expenditures														
Ending Bank Balance		\$160,436.50	\$182,136.79	\$200,540.72	\$178,678.30	\$200,602.48	\$178,963.41	\$194,809.65	\$212,296.82	\$228,902.79	\$246,172.38	\$264,722.34	\$284,282.00	
CD Investment		\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	
Texpool Balance		\$366,517.59	\$366,531.07	\$366,542.62	\$366,551.14	\$366,569.13	\$366,568.45	\$366,578.58	\$366,586.18	\$366,594.74	\$366,604.51	\$366,615.52	\$366,625.54	
Interest Earned		\$15.52	\$13.48	\$11.66	\$8.52	\$7.98	\$9.32	\$10.13	\$7.60	\$8.56	\$9.77	\$11.01	\$10.02	
Total Available Funds		\$776,954.09	\$798,667.86	\$817,083.34	\$795,229.44	\$817,161.61	\$795,631.86	\$811,388.23	\$828,883.00	\$845,497.53	\$882,776.89	\$881,337.86	\$910,907.54	



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – FCDC (4B) Meeting Minutes

Electronic minutes are found at the following link:

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

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)

MINUTES September 8, 2014

CALL TO ORDER, ROLL CALL AND RECOGNITION OF VISITORS

The Farmersville Community Development Corporation Board met on September 8, 2014 in the City Council Chambers at City Hall. After refreshments were served, President Leaca Caspari convened the meeting at 6:02 p.m. and announced that a quorum was present after roll call. The following board members were present: Leaca Caspari, Donna Williams, John Garcia, Dick Seward, and Barbara Stooksberry. President Caspari welcomed Main Street Manager Adah Leah Wolf, City Manager Ben White, Councilman Jim Foy, and Matthew Terraro.

CONSIDER FOR APPROVAL AUGUST 11, 2014 MEETING MINUTES

Donna Williams motioned to accept the August 11, 2014 minutes as written. Dick Seward seconded the motion, which passed the full Board.

CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT

Donna Williams motioned to approve the items presented for payment; Dick Seward seconded the motion, which passed the full board.

CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR AUGUST 2014 AND ANY REQUIRED BUDGET AMENDMENTS

Donna Williams motioned to accept the August 2014 financial statements as presented, with Barbara Stooksberry seconding the motion, which passed the full board.

CITY MANAGER REPORT—BEN WHITE

City Manager Ben White presented a written report, and highlighted the following: New bleachers are in and have to be assembled. The Splashpad has been repaired, and is still open for play. A new concrete pad is being installed for the Gazebo and when completed the gazebo will be moved, changing its opening to face the Splashpad. A bulletin board has been installed on the Gazebo. A track meet was held at Southlake Park with over 300 participants. The Collin College Board is actively considering moving forward on Farmersville campus plans. We are getting bids on expanding the Christmas lighting, and may consider outlining downtown buildings with lights.

MONTHLY MAIN STREET PROGRAM UPDATE—ADAH LEAH WOLF

Main Street Manager Adah Leah Wolf presented a monthly report, and highlighted the following: Mary Tate is working on the boundary description and justification portion of the National Register application; Matt Busby will assist. Jack Smith will assist with photos. Farmersville Heritage Museum board will update City Council on plans this month. The Farmers and Fleas Market celebrated its 10th anniversary in August. The Farmersville Times and the North Texas E News ran feature articles about the market this month. Linda Hess has taken the extensive research on the Post Office, which had been compiled by Main Street, and has written and submitted the state marker application narrative. The Bugtussle Antique car group met downtown on August 23 and were given a special send off, with goody bags. Doug Laube's custom made doors are complete and will be installed soon. The awning on Farmersville Auto, which had

been destroyed in April's storm, has been replaced. The reference diagram of downtown buildings has been updated by Daniel and Brown. Red Door Antiques has moved out of its location at 113 McKinney Street (they are now at 100 McKinney St.)

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

The next meeting will be on October 13, 2014. No agenda items were discussed.

ADJOURNMENT

There being no further business, President Caspari adjourned the meeting at 6:33 PM.

Signatures:

Leaca Caspari, President

Donna K. Williams, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – FCDC (4B) Financial Report

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

September 2014

Prepared by: Daphne Hamlin

Farmersville Community Development Corp 4B
September 2014

Statement Balance 9-1-2014	\$119,055.03
Deposits:	
Sales Tax:	\$29,473.85
Cking Int .05%	\$4.95
Stop payment Fee	
Transfer to Texpool	
Transfer from Texpool	\$-
Checks 2256-2259,2261-2263,2267	<u>\$(14,770.19)</u>
Statement balance 9-30-2014	\$133,763.64

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
Checks 2260,2264-2266,2268	\$(331.32)

Balance 9-30-2014	<u>\$133,432.32</u>
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Farmersville Community Development Corporation
Financial Statement
For the Fiscal Year Ended September 30, 2014

	October	November	December	January	February	March	April	May	June	July	August	September
Beginning Bank Balance	120,292.64	\$4,297.43	\$84,782.07	\$101,616.47	\$ 93,874.33	\$114,940.80	\$50,572.51	\$81,141.93	\$74,120.02	\$ 89,174.61	105,947.92	104,699.25
Deposits:												
Sales tax deposits	21,637.54	21,597.41	\$18,324.23	13,763.51	21,842.95	\$15,596.41	\$15,764.39	\$17,406.60	\$16,522.61	\$ 17,187.58	\$19,735.49	\$ 29,473.85
Interest income-bank	4.03	2.76	\$3.67	4.09	3.80	\$3.21	\$2.21	\$2.92	\$3.36	\$ 4.18	\$4.63	\$ 4.85
Transfer to TexPool												
Transfer From Texpool to First Bank												
Refund from Boudnary Solutions												
Reimbursement for Marketing												
Reimbursement for Main Street Mgr.												
Adjusting Entry												
Total Revenues	141,934.21	85,887.60	103,109.97	115,384.07	115,721.08	130,540.42	\$66,339.11	\$78,551.45	\$90,645.99	\$106,366.37	125,688.04	\$ 134,178.05

Disbursements:												
Main Street Salary	\$ 57,454.80											
Miscellaneous											\$ 538.87	
Main Street Supplies	\$ 184.00	\$ 982.44	\$ 1,148.50	\$ 999.58	\$ 780.28	\$ 197.10	\$ 199.00	\$ 318.07	\$ 454.82	\$ 418.45	\$ 933.56	\$ 287.55
Marketing Program	\$ 15,000.00										\$ 500.00	
Reimburse city for accounting						\$ 60,000.00						
Chaparral Trail Improvements				\$ 2,500.00								
Collin College Scholarship sponsorship						\$ 5,000.00						
Chamber of Commerce						\$ 770.81						
May Taxes												
Christmas Activities		\$ 143.09	\$ 345.00	\$ 3,512.00			\$ 4,998.18				\$ 4,998.18	
Land Purchase	\$ 4,998.18			\$ 4,998.18				\$ 3,500.00			\$ 5,000.00	
Fire Works												
Flag Pole Installation												
Splashpad Improvements												
Historical Marker for Post Office												
Bain Honaker House Restoration				\$ 5,000.00								
National Register District Project								\$ 613.36	\$ 1,016.76	\$ 1,516.18	\$ 458.18	
Chaparral Trail Kiosks						\$ 14,000.00						
Police 4 wheeler				\$ 4,500.00							\$ 7,500.00	
Bleachers For Spain Complex												

Total Expenses	77,636.78	1,105.53	\$ 1,493.50	\$ 21,509.74	\$780.28	\$79,967.91	\$5,197.18	\$4,431.43	\$1,471.38	\$418.45	\$20,988.79	\$745.73
Ending Bank Balance	64,297.43	84,782.07	101,616.47	93,874.33	114,940.80	50,572.51	61,141.93	74,120.02	89,174.61	105,947.92	104,699.25	133,432.32
TEXPOOL Balance	84,812.28	\$84,815.37	\$84,818.07	\$84,820.07	\$84,821.91	\$84,824.12	\$84,825.43	\$84,825.19	\$84,830.18	\$ 84,832.40	\$84,834.39	\$ 84,837.26
Interest Income-TEXPOOL	3.58	\$ 3.09	\$ 2.70	\$ 2.00	\$ 1.84	\$ 2.21	\$2.31	\$1.76	\$1.99	\$ 2.22	\$ 1.99	\$ 2.37
Total Available Funds	149,109.71	169,597.44	186,434.54	178,694.40	199,762.71	135,396.63	145,968.36	156,948.21	174,004.79	190,780.32	189,533.64	218,269.58

Signed:

10/07/2014

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

	FY2014 Budget	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
Particulars															
Revenue:															
Sales Tax Collections	\$184,000	\$21,638	\$21,574	\$18,324	\$13,763	\$21,843	\$15,596	\$15,764	\$17,407	\$16,523	\$17,188	\$19,735	\$29,474.00	\$228,828	124.36%
Interest Income		4	5	4	4	4	3	2	3	\$3	4	5	\$5.00	46	-
Reimbursement for Marketing															
Refund Boundary Solutions															
Reimbursement for Main Street Mgr.															
Transfer from TEXPOOL for cash in bank															
Total Revenue	\$184,000	\$21,642	\$21,579	\$18,328	\$13,767	\$21,847	\$15,600	\$15,766	\$17,410	\$16,526	\$17,192	\$19,740	\$29,479.00	\$228,875	124.39%
Expenses:															
Main Street:															
Salary	65,000	57,455	962	1148	1000	780	197	199	318	\$455	418.45	934	288	57,455	88.39%
Supplies		184												6,883	-
Total Main Street	\$65,000	57,639	962	1,148	1,000	780	\$197	\$199	\$318	\$455	\$418	\$934	\$288	\$64,338	98.98%
Miscellaneous	2,000													\$539	26.95%
Marketing Program	15,000	15,000										539		15,000	100.00%
Reimburse city for accounting	500											500		500	100.00%
Chaparral Trail Improvements	60,000						60,000							60,000	100.00%
Collin College Scholarship sponsorship	2,500				2,500									2,500	100.00%
Chamber of Commerce	5,000						5,000							5,000	100.00%
May Taxes	800						771							771	96.35%
Christmas Activities	4,000		143	345	3,512									4,000	100.00%
Land Purchase	20,000				4,998			4,998				4,998		19,992	99.96%
Fire Works	3,500	4,998							3,500					3,500	100.00%
Flag Pole Installation	7,500											5,000		5,000	0.00%
Splashpad Improvements	5,000														100.00%
Historical Marker for Post Office	1,500													5,000	100.00%
Bain Honaker House Restoration	5,000				5,000							1,518	458	3,606	90.15%
National Register District Project	4,000														
Police 4 Wheeler	4,500				4,500										
Bleachers for Spain Complex	7,500											7,500			
Chaparral Trail Kiosks	14,000						14,000							14,000	100.00%
Total Expenses	\$227,300	77,637	\$1,105	\$1,493	\$21,510	\$780	\$79,968	\$5,197	\$4,431	\$1,472	\$418	\$20,989	\$746	\$203,746	89.64%
Excess Revenue Over Expenses	(43,300)	(55,995)	20,474	16,835	(7,743)	21,067	(64,368)	10,569	12,979	15,054	16,773	(1,249)	28,733		



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – Planning & Zoning Minutes

Electronic minutes are found at the following link:

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

FARMERSVILLE PLANNING & ZONING COMMISSION
REGULAR SESSION MINUTES
August 18, 2014

The Farmersville Planning and Zoning Commission met in regular session on August 18, 2015 at 6:30 p.m. at the City of Farmersville Council Chambers with the following members present: Patti Ford, Bryce Thompson, Charles Casada, Craig Overstreet, Todd Rolan and Tom Waitschies. Commission member absent was Mark Vincent. Staff members present was City Manager Ben White, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Klostermann was present.

CALL TO ORDER AND RECOGNITION OF CITIZENS/VISITORS

Chairman Tom Waitschies called the meeting to order at 6:30pm. Edie Sims called roll and announced that a quorum was present. Craig Overstreet offered the invocation and led the audience in the Pledge of Allegiance to the American and Texas Flags.

Item II – A) PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT UPON A REPLAT FOR A RESIDENTIAL SUBDIVISION TO BE LOCATED AT OR ABOUT THE BUCKSKIN AND HOUSTON STREETS, FARMERSVILLE

Chairman Tom Waitschies opened the Public Hearing at 6:31pm. City Manager Ben White came before the Commission with staff recommendation to approve the replat pending completion. Five lots are currently cornered by Buckskin, Houston, Merit Streets and the railroad. Lots 3R, 4R and two alleys will be abandoned then the two lots remaining will be combined.

One of the changes to be made include naming the replat to “replat” along with changing the setbacks that are indicated which need to be broader. Based on the recommendation from Daniel & Brown, Inc., Mr. White encouraged the P&Z Commission to approve with the stated changes.

Bryce Thompson questioned which direction the lots will face with Mr. White stating the majority toward Buckskin. A question was also raised regarding the need/requirement for Merit Street to be improved by the developer. Mr. White indicated if the lots used the frontage of Merit Street, then Merit Street would definitely require the developer to improve the road surface; but this is not the case or intention. The dedication of right-of-way's are included. The width added is to include the requirements per our Comprehensive Plan.

Chairman Waitschies continued the Public Hearing requesting those for or against the replat to come forward. With no one coming forth, the Public Hearing was closed at 6:41pm.

With no further discussion by the Commission, Todd Rolan motioned to approve the replat subject to the conditions stated by Mr. White with Bryce Thompson seconding the motion. Motion carried unanimously.

Item III – A) CONSIDER, DISCUSS AND ACT UPON MINUTES FROM JUNE 15, 2014 P&Z MEETING

Craig Overstreet motioned to approve the minutes as presented with Todd Rolan seconding the motion. Motion carried unanimously.

Item IV – A) DISCUSSION AND POSSIBLE DIRECTION REGARDING ITEMS BEING PLACED IN, ON AND/OR ABOUT THE PUBLIC RIGHT-OF-WAY

This item was discussed by City Attorney Alan Lathrom who indicated the City has seen problems and raised concerns regarding dumpsters and where they have been placed. Modifications to the current ordinance was presented in redline form regarding dumpster use regulations in Chapter 59. Mr. Lathrom indicated he is opposed to changing the Zoning or Subdivision Ordinances to address this issue.

By using the modified ordinance as presented, the changes will affect non-conforming uses. City Manager Ben White stated his intent was to review the modification and bring back an ordinance with P&Z's wishes. This issue came to the P&Z from the Council.

Chairman Waitschies had concerns of how the changed information will be disseminated to the dumpster owners. Mr. White indicated letters will be sent to each property using dumpsters, an article will be placed in the newspaper and the information will be included on the City's website. In reality, there are not that many dumpster issues throughout town. Another thought is to ask the customers of challenged/questionable dumpster locations to come to a meeting and pass out the information at that time.

Another topic regarded some dumpster locations may need a concrete pad poured to accommodate the correct dumpster location and having the surface area improved. Mr. Lathrom also stated the under this ordinance changes to the dumpster use regulations, new screening is not required. Highway Commercial zoned areas do require screening but if the dumpster exists, the dumpster would be grandfathered. Mr. Lathrom indicated the Commission may want to consider screening as well. This would be well within the purview of the Commission.

The truck loading or unloading the dumpster should be on improved surface. There are few of the dumpster issues that would comply with this requirement if mandated. Craig Overstreet questioned the dumpsters that are used by renters and not by property owners. According to the modification presented, the dumpster user would be responsible to keep the dumpster cleaned. Mr. Overstreet stated the regulations are ambiguous. City Attorney Alan Lathrom stated the recommendation was not to build on setback areas including the front, side or area between structures.

The Commission also discussed a lifting apron which would allow the dump trucks to approach the dumpster, load/unload, and drive off. This apron would need to be leading to a concrete pad where the dumpster would be situated and be heavy enough to hold the weight of the dumpster and the dump truck. The trucks need to be off the street or in an area that traffic will not be blocked while collecting trash.

Mr. Lathrom stated the modification is a band-aid to an ongoing problem. City Manager Ben White stated he is sensitive to the needs of the public but is trying to meet the requirements of the Council. Mr. White requested the Commission to take a hard look at each situation and review the setbacks as well as the potential expense. Code Enforcement will be asked to bring pictures of each case and see what works and what doesn't. Mr. White stated this will be a balancing effort between safety and safety conditions. There is a cost for this change. Mr. Overstreet stated it would be helpful to have pictures and maps for real world application. This item will be brought to the Commission at the next meeting for further discussion.

FARMERSVILLE PLANNING & ZONING COMMISSION
REGULAR SESSION MINUTES
September 15, 2014

The Farmersville Planning and Zoning Commission met in regular session on September 15, 2015 at 6:30 p.m. at the City of Farmersville Council Chambers with the following members present: Patti Ford, Bryce Thompson, Mark Vincent and Craig Overstreet. Commission members absent were Charles Casada, Todd Rolen and Tom Waitschies. Staff members present was City Manager Ben White, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Klostermann was present.

CALL TO ORDER AND RECOGNITION OF CITIZENS/VISITORS

Chairman Tom Waitschies called the meeting to order at 6:32pm. Edie Sims called roll and announced that a quorum was present. Craig Overstreet offered the invocation and led the audience in the Pledge of Allegiance to the American and Texas Flags.

Item II – A) CONSIDER, DISCUSS AND ACT UPON MINUTES FROM AUGUST 18, 2014 P&Z MEETING

With no discussion, Craig Overstreet motioned to approve the minutes as presented with Patti Ford seconding the motion. Motion carried unanimously.

Item III – A) DISCUSSION AND POSSIBLE DIRECTION REGARDING ITEMS BEING PLACED IN, ON AND/OR ABOUT THE PUBLIC RIGHT-OF-WAY

City Manager Ben White indicated changes had been made and presented to the Commission. Of those changes under Section 59-25 of the Code of Ordinances, the independent contractor granted the exclusive franchise with the City will maintain and clean the dumpsters rather than the end user. Item 2 has been modified to include the weight of the sanitation truck for clarification and the statement regarding the front for side or rear load has been deleted.

Item 4 has had a clarification regarding liquid waste and requiring said waste to be contained so it does not seep, pour, escape, leak or other fall into the dumpster. Item 6 deals with roll-off dumpsters requiring lids closed to prevent waste from escaping and littering the nearby area. Item 13 was amended allowing placement of dumpster improvements in, upon, over or across any easement except with approval by the City Manager. The last item amended is Item 14(b) expressing a grandfather clause exempting the dumpsters that are in place and actively used prior to October 1, 2014 as long as the said dumpsters do not violate any of the Code of Ordinances or other applicable standards.

City Manager Ben White presented a slide show of dumpsters and the current conditions including the dumpsters needing to be placed within the existing enclosure and keeping the doors closed after trash removal; need for pad; need for improved surface for dumpster and sanitation truck to approach dumpster; keeping area clean from flying debris; liquid not contained and allowed to run out of the dumpster; ensuring loading and unloading can be accomplished off the street; and moving dumpsters from the front of a business behind the setback line, preferably towards the rear of the business.

Mr. White stated he requested our Police Department to locate the dumpsters and photograph conditions as of today. The effort was to assist with discussions with

dumpster users to help improve the dumpster conditions. Enforcement will not be immediate as Mr. White would like to encourage dumpster users to bring their uses to a higher standard. A timeline will be offered before citations will be issued.

If citations are issued, a fine will be assessed and a court date will be set. The ordinance will be written as such to provide a penalty for each day of violation. Ultimately, if violations are not resolved, the property issue can be brought before the Building & Property Standards Commission. Other codes including the International Property Code addresses issues such as noxious odors and how these violations are handled.

Mark Vincent left the meeting at 7:23pm. A quorum was no longer present therefore the meeting ceased.

Item III – B) CONSIDER, DISCUSS AND ACT UPON CLARIFICATION OF DRIVEWAY APPROACHES, DRIVEWAYS AND PARKING HAZARDS

This item was not discussed by the Commission as a quorum was not present.

Item IV) ADJOURNMENT

With a quorum not present, the meeting ended and will be continued at a later date.

ATTEST:

Vice – Chairman Bryce Thompson

Patti Ford, Secretary

FARMERSVILLE PLANNING & ZONING COMMISSION
SPECIAL SESSION MINUTES
September 29, 2014

The Farmersville Planning and Zoning Commission met in special session on September 15, 2015 at 6:30 p.m. at the City of Farmersville Council Chambers with the following members present: Tom Waitschies, Patti Ford, Bryce Thompson, Charles Casada and Craig Overstreet. Commission members absent were Mark Vincent and Todd Rolen. Staff members present was City Manager Ben White, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Klostermann was present.

CALL TO ORDER AND RECOGNITION OF CITIZENS/VISITORS

Chairman Tom Waitschies called the meeting to order at 6:30pm. Edie Sims called roll and announced that a quorum was present. Craig Overstreet offered the invocation and led the audience in the Pledge of Allegiance to the American and Texas Flags.

Item II – A) DISCUSSION AND POSSIBLE DIRECTION REGARDING ITEMS BEING PLACED IN, ON AND/OR ABOUT THE PUBLIC RIGHT-OF-WAY

City Attorney Alan Lathrom stated the revisions have been made in accordance with Planning & Zoning Commission's direction. Further minor changes have been made according to City Manager Ben White, of which was the addition of the word "tall" to further clarify the need for a 6' minimum enclosure to be the height and not clearance. Another change to item 9 would be to clarify the placement of a dumpster behind the building line and therefore eliminating Items 10 and 11. This statement will be in accordance with Council's direction and will allow the dumpsters to be served without blocking the street.

Craig Overstreet expressed concern regarding the enforcement of these regulations. The body of the ordinance, according to City Attorney Alan Lathrom, will include the enforcement clause where violations will constitute a Class C Misdemeanor up to \$500 per violation. Citations can be issued by either the Police Department or the Code Enforcement Officer. City Manager Ben White indicated he prefers discussing the issue with the end user first prior to a citation being issued. Mr. White also recommended allowing a transition time, especially for those cases where improvements will need to be implemented and potentially a financial burden on the end user. Overall, the proposed regulations will improve the look of our City and not display our trash.

Another commentary evolved around the implementation of these regulations and informing the dumpster users. Mr. White suggested inviting the end users to the next P&Z meeting and Council meetings. Commission concurred to bring the final version of the ordinance to the next meeting in October for final review and recommendation to the City Council.

Item II – B) CONSIDER, DISCUSS AND ACT UPON CLARIFICATION OF DRIVEWAY APPROACHES, DRIVEWAYS AND PARKING HAZARDS

City Attorney Alan Lathrom indicated the goal of this clarification was to address having multiple drive entrances to a single property and address parking areas including parking on sidewalks. The revisions presented will help clean up these issues and require improved surfaces to park on which also addresses safety issues.

With other communities being researched, Mr. Lathrom submitted a proposal including clarification of definitions, paving limitations, restrictions surrounding restricted parking areas, restrictions on uses of sidewalks, and parking restrictions.

City Manager Ben White stated the City has received multiple complaints regarding vehicles being parked in yards along with utility vehicles such as tractors. A definition has been added regarding auxiliary parking and clarifying the need for an improved surface to park on. Parking conditions that exist will be grandfathered unless there is a safety concern which will need to be addressed on an individual basis.

The parking issues will be resolved with improved parking surfaces and screening for items which need to be screened. City Manager Ben White indicated Council's direction was to have the front yards dedicated as a yard and not a parking lot. Chairman Waitschies recommended the Commission review the revisions as presented by Mr. Lathrom and discuss at the next meeting in October.

Item III) ADJOURNMENT

Commissioner Waitschies stated he is resigning from the P&Z and other City boards due to relocation. With no further business, Craig Overstreet motioned to adjourn with Patti Ford seconding the motion. Commission adjourned at 7:09:58pm.

ATTEST:

Vice – Chairman Bryce Thompson

Patti Ford, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – Capital Improvements Advisory Commission Minutes

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

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – Citizens Advisory Committee Minutes

Electronic minutes are found at the following link:

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

FARMERSVILLE CITIZENS ADVISORY COMMITTEE
SPECIAL SESSION MINUTES
September 29, 2014

The Farmersville Citizens Advisory Committee met in special session on September 29, 2014 at 7:10 p.m. at the City of Farmersville Council Chambers with the following members present: Tom Waitschies, Patti Ford, Bryce Thompson, Charles Casada and Craig Overstreet. Commission members absent were Mark Vincent and Todd Rolen. Staff members present was City Manager Ben White, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Klostermann was present.

CALL TO ORDER AND RECOGNITION OF CITIZENS/VISITORS

Chairman Waitschies called the meeting to order at 7:10pm. Edie Sims called roll and announced that a quorum was present.

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

City Manager Ben White stated this particular session of the Comprehensive Plan will cover the Utilities and Public Facilities. The first section regards the Water Utility. Design Standards are imperative and the Council will be working toward having our standards enhanced and current per Strategy 1.1.

Per Strategy 1.3 and 1.4, the City has been funded through a bond to improve water line capacity along Highway 78. Highway 380 has been improved and will continue to have improvements made. The City is very privileged to have attained an ISO Level 2 through the Insurance Service Organization lowering the citizen’s insurance rates.

According to Strategy 2.1 and 2.2, both have been achieved and we are awaiting development. Strategy 2.3 is a given; however development opportunities have not become prevalent as of yet.

The next section regards the Sewer Utility. The City has worked diligently to resolve infiltration problems. We are heavily involved with Texas Commission on Environmental Quality (TCEQ). The City has been attaining grants and incrementally replacing the old clay tile lines with PVC. The City also has been approved for \$15,000,000 loan to construct a wastewater treatment facility. Currently planning and engineering is underway for this project. Although stated in the Sewer Strategy 1.4, the City has been moving forward to identify and eliminate sources of inflow and infiltration as stated earlier. Strategy 2 has been complete and we are awaiting development opportunities.

The next section regards the Electric Utility. Mr. White was very pleased to inform the Committee that all areas of this goal have been complete. An electronic metering system is being implemented which will improve accurate billing. A wholesale contract for electric energy is in place and energy was bought at the lowest gas rate for a 5 year term. Maintenance agreements are in place as well.

Broadband is the next section. Mr. White has been researching the development of broadband in our City utilizing fiber optics. Having this utility would be a key economic factor and provide more services to our citizens.

Public Facility Goal is the last section to be discussed at this meeting. Mr. White informed the Committee he has been working with the Parks and Recreation Board who is developing a plan for J.W. Spain Athletic Complex. This plan will then be a task list to start implementing projects and improving the facilities at the Complex. Southlake Park and other facilities are also being planned for improvements. Historical markers are also planned in the future. The Annex behind City Hall will be renovated for office space after the Public Safety Building (Service Center) has been completed.

Item III) ADJOURNMENT

Craig Overstreet motioned to adjourn with Patti Ford seconding the motion. The Advisory Committee adjourned at 7:44pm.

Patti Ford, Secretary

Bryce Thompson, Vice-Chairman



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – Sign Board of Appeals Minutes

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

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – Parks Board Minutes

Electronic minutes are found at the following link:

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

**CITY OF FARMERSVILLE
PARKS AND RECREATION BOARD MINUTES
AUGUST 19, 2014**

The Farmersville Parks and Recreation Board met in regular session on August 19, 2014 at 6:00 p.m. at City Hall with the following members present: Chairman Marianne Politz, Mark Vincent, Glenn Bagwill, Autumn Barton, Todd Rolen and Tom Waitschies. City Manager Ben White, Council Liaison Russell Chandler (who is also the representative for Farmersville Pee Wee Football), and City Staff member Christi Dowdy were also present. Visitors included Farmersville Little League Baseball representative Marvin Smith and Farmersville Little League Football representative Derrick Mondy.

CALL TO ORDER

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

APPROVAL OF MINUTES

Todd Rolen made a motion to approve the minutes from the July 21, 2014 meeting. The motion was seconded by Glenn Bagwill and passed all in favor.

DISCUSSION AND POSSIBLE ACTION ON IMPROVEMENTS TO THE J.W. SPAIN ATHLETIC COMPLEX

The Parks Board had requested that representatives from the Farmersville Little League Baseball, Little League Football and Pee Wee Football attend the meeting to discuss improvements needed at the J. W. Spain Athletic Complex. The Parks Board wants to partner with these organizations to make much needed improvements.

Mr. White had requested an audit of the organizations books to determine available funding. Immediate improvements are needed due to the County Fire Marshal's report. The Fire Marshal advised that the bleachers are not safety compliant and the vent-a-hood in the concession stand is non-compliant. A total of 8 sets of new bleachers are needed and the City, 4B Board and Parks Board have funded 4 sets so far.

Several funding options were presented at the meeting which included requesting funding from the Centennial Committee and fundraisers such as a Fun Run, adult softball tournaments, and flag football tournaments.

The Board also stated that the City website would be a great tool to get the word out on funding, donations, etc.

The Parks Board and the Little League and Pee Wee representatives wish to stay in close contact and work together to accomplish the improvement goals.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

The Board would like to have City Secretary Edie Sims at the September meeting to discuss the grant process.

ADJOURNMENT

The meeting was adjourned at 7:00 p.m.

Marianne Politz, Chairperson

**CITY OF FARMERSVILLE
PARKS AND RECREATION BOARD MINUTES
SEPTEMBER 22, 2014**

The Farmersville Parks and Recreation Board met in regular session on September 22, 2014 at 6:00 p.m. at City Hall with the following members present: Chairman Marianne Politz, Mark Vincent, Glenn Bagwill and Autumn Barton. City Manager Ben White and City Staff member Christi Dowdy were also present. Visitors included City Secretary Edie Sims and Farmersville Little League Baseball representative Marvin Smith.

CALL TO ORDER

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

APPROVAL OF MINUTES

Glenn Bagwill made a motion to approve the minutes from the August 19, 2014 meeting. The motion was seconded by Mark Vincent and passed all in favor.

DISCUSSION OF GRANT PROCEDURES

The Parks Board had requested that City Secretary Edie Sims attend the meeting to explain the grant process. Mrs. Sims explained various grant sources and how to attain them. She advised that the Board must have a game plan in place and have a prioritized list of projects prior to going after grant funding. The Collin County Open Space grant has a March deadline and a plan would need to be finalized by early February.

City Manager Ben White explained that the Board would need to ask the 4B Board for help in matching funds needed to obtain any grant. The 4B Board has set aside 60k for matching funds each year. The Board would need to request funding no later than June 2015 for funds that would be available in October of 2015.

DISCUSSION AND POSSIBLE ACTION REGARDING SCHEDULING AT J.W. SPAIN ATHLETIC COMPLEX

To prevent unnecessary calls to city staff regarding activity at the J.W. Spain Athletic Complex, it was decided to put the Little League schedule on the city website.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

The Board would like to hold a workshop at the next meeting to discuss fundraising ideas and complete the priority list for the J. W. Spain Athletic Complex.

ADJOURNMENT

The meeting was adjourned at 7:04 p.m.

Marianne Politz, Chairperson



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – Main Street Board Minutes

Electronic minutes are found at the following link:

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

**Farmersville Main Street Board
Minutes September 16, 2014
City Council Chambers**

The meeting was brought to order at 5:03 PM by Andrew Washam. Present were Main Street Manager, Adah Leah Wolf, and board members Andrew Washam, Matthew Busby, Leaca Caspari, and Anne Hall. Also present was City Manager Ben White.

Consider for approval August 19, 2014 Meeting Minutes:

Andrew Washam made a motion to approve the minutes as written; Anne Hall seconded the motion. The motion passed unanimously.

Consider for approval August 2014 Financial Statements:

Suggestion was made to sell Audie Murphy hats and t shirts at the Farmers & Fleas Market. Andrew Washam made a motion to approve the financial statement as printed; Sarah Jackson-Butler seconded the motion. The motion passed.

Reorganization of Board

Matt Busby made the motion to elect Anne Hall Secretary/Treasurer. Motion seconded by Andy Washam. No other nominations were received; Hall elected Secretary/Treasurer by acclamation. Anne Hall made the motion to elect Matt Busby Vice President. Motion seconded by Andy Washam. No other nominations were received; Busby elected Vice President by acclamation. Ann Hall made the motion to elect Andy Washam President. Motion seconded by Matt Busby. No other nominations were received; Washam elected President by acclamation.

Resolution for Bank Signature Card

Matt Busby made the motion to place the officers (Andy Washam, Matt Busby, and Anne Hall) as well as Adah Leah Wolf on the bank account signature card. Two signatures will be required for checks.

Herb Ellis Event Update

Andy Washam reported on the last subcommittee meeting, at which many details regarding admissions and alcohol were discussed. Ben White reported that the city council is in the process of approving an ordinance for special events, which will address the consumption of alcohol in a defined area. All the musicians have been lined up. The next subcommittee meeting will be on September 25.

Board Notebooks and discussion

Manager gave out board notebooks containing reference material about the Main Street program in general, and about the Farmersville Main Street. Updated Main Street accomplishments and reinvestment statistics were included in the notebooks.

National Register Nomination update

Mary Tate gave an update on the nomination progress. She has completed the architectural descriptions of the contributing buildings. Jack Smith is assisting with photos. Matt Busby will assist with boundary coordinates. The boundary description and justification is complete. Mary Tate has been in contact with the Texas Historical Commission and the completed draft will be sent to them for comments before the final is sent to the National Register office. She will prepare a presentation to give to 4A and City Council to update them as well. This project will dovetail nicely with the Towne Center Concept project that is in progress through 4A.

Set Workday for Window Display

After discussion, Thursday, September 25 at 3 PM was set as a workday to install the architectural scavenger hunt display in the window at 111 McKinney Street.

Main Street Managers Report

Adah Leah Wolf presented a written report for August, and highlighted the following: The downtown merchants will meet at Fiber Circle this week. The reference diagram of downtown buildings has been updated by Daniel and Brown. Available downtown buildings at the present include 111 McKinney for sale, and 113 McKinney for lease. Several empty buildings have not been made ready for sale or lease by their owners at this time; the board may need to contact the owners and encourage them to ready their buildings!

Discussion of placing items on future agendas:

The next meeting will be held on Tuesday, October 14, at 5:00 PM.

Adjournment: With no further business to discuss, the meeting was adjourned by Andrew Washam at 6:10 PM.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – Main Street Report

Main Street Report is attached.



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



ORGANIZATION:

8	4B Board meeting.
9	Manager attends City Council meeting. Farmersville Heritage Museum Board provides update.
3,10,17,24	Manager attends city staff meetings.
4,16,23,30	Mary Tate is assisting in completing our National Register District nomination. Matt Busby is assisting with the boundary description, and Jack Smith is assisting with photos.
16	Main Street Board Meeting. Mary Tate provides update on National Register District nomination progress.
29	Farmersville Heritage Museum Board Meeting. Board will have an information booth at Old Time Saturday
5,19,26	Debbie Ranspot is assisting with administrative tasks on a volunteer basis, such as typing and creating data bases. She has outstanding skills, and has already been a huge help.

PROMOTION:

3	The Spirit of '45 nonprofit group provided a taps ceremony on the square honoring WWII veterans. Farmersville Police and Fire Department assisted, as did the VFW.
6	Farmers & Fleas Market.
	City rack cards sent to State Fair for distribution in the Texas Lakes Trail booth.
9	E Newsletter sent to participants of Audie Murphy Day Parade.
	A collection of Audie Murphy Day merchandise was donated for the Old Time Saturday auction.
12	E Newsletter sent to downtown building and business owners.
	Herb Ellis' son, Mitch Ellis, has been contacted re: the Jazz on Main event
13	The Motorcycle Outpost in Westminster held their annual "Wounded Warriors" benefit motorcycle ride, which came through downtown Farmersville.
19	Anlyn Brothers Coffee Company featured live music this evening
	The "Major Main Street Accomplishments" flier has been updated and placed on the website.
23	.Meeting with Melinda Hawkes, Dallas Morning News ad representative

DESIGN:

	Renovations continue on Doug Laube's building (129 McKinney Street). Custom made exterior doors and windows are being installed. Photo of progress ran in the 9-25 issue of The Farmersville Times.
	The Austin's Cleaners building has been named a finalist for the statewide Texas Downtown Association preservation award. The awards ceremony will be in November at the annual meeting in Granbury.
24	"Architectural details" scavenger hunt display is installed on windows at 111 McKinney Street, with lots of volunteer assistance.
	Inquired about other city's experiences with Christmas lights along the tops of buildings.
	Window display created about The Chaparral Trail, ready for installation

ECONOMIC RESTRUCTURING:

	Chris Lair has purchased 125 S. Main for use as his State Farm Insurance office. Finally after 12 years, this building is occupied!
18	Manager attends Chamber "Earlyville" meeting, hosted by Charlie's hamburgers
18	Downtown Merchants get together, hosted by Diane Piwko at Fiber Circle
25	Chamber luncheon held at Sugar Hill Restaurant
	Downtown Buildings for Sale or Lease updated and placed on city website
	The "All About Main Street" brochure has been updated.

Volunteer hours donated this month: approximately 150



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – Building & Property Standards Commission Minutes

Electronic minutes are found at the following link:

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

FARMERSVILLE BUILDING AND PROPERTY STANDARDS COMMISSION
MEETING MINUTES
September 11, 2014

The Farmersville Building and Property Standards Commission met in a special called session on September 11, 2014 at 6:00 p.m. in the Council Chambers at City Hall with the following members present: Autumn Barton, Patti Ford, Andy Washam and Anne Hall. Commission member absent was Rafiq Huddleston. Staff members present were Code Enforcement Officer Karen Dixon, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Politz was present.

CALL TO ORDER, ROLL CALL

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

(Item II – A) CONSIDER, DISCUSS AND ACT UPON THE BUILDING & PROPERTY STANDARDS COMMISSION MEETING MINUTES FROM AUGUST 7, 2014

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

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

Code Enforcement Officer Karen Dixon came before the Commission stating Mr. Rivera, property owner of 603 Maple, stated he is in Waco and will not be able to attend the meeting. Mr. Rivera reported to start working on the roof and windows she would need approximately 4 weeks to have the work performed.

The Commission asked how much more time would be needed to complete the work with Ms. Dixon reporting maybe 2 more months. Ms. Dixon reported the work has been very productive and appreciates what Mr. Rivera has done to bring the structure up to code. The Commission took no action on this item at this time.

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

Code Enforcement Officer Karen Dixon came before the Commission stating she confirmed a permit has not been attained by the property owner as of today. The condition of the structure remains the same. Jessica Duran, property owner of 116 Woodard who resides at 113 N Buckskin, stated she was unable to attend the last meeting but sent a letter to the Commission requesting 6 months to 1 year to have the structure brought up to code. Ms. Duran then received a letter after the last Building & Property Standards Commission meeting stating that she had only 30 days to attain permits and 90 days to remedy the structure or demolish the structure. Ms. Duran stated she could not possible make all necessary changes to the structure within 90 days due to financial constraints. If a permit is attained and then the structure is required to be demolished, then all money invested would be lost. Chairman Barton stated her recollection was for Ms. Duran to attain permits then the Commission would work with her on the time to make the necessary building changes.

John Politz, City Council Liaison questioned the time since the structure was inhabited. With the answer being several years, Mr. Politz questioned if given an extension, what would drive the Commission to believe the structure will be worked on

and brought back to an inhabitable state since so much time has lapsed. Ms. Duran stated her Brother-in-law will help with the construction but this feat cannot be accomplished in 90 days. Ms. Duran also stated her current residence was in a similar situation where the structure had been vacant for years and her Brother-in-law renovated the home.

Patti Ford stated she and the Commission will work with people and do not want to take away their property but work must be done and improvements shown for the Commission to continue working with property owners. A plan of action is required in order to pull permits. Ms. Duran stated if given an extension, she will contact City Hall tomorrow about the permit process.

Chairman Barton agreed with Commissioner Ford, but indicated this property has been before the Commission since April with public hearings and multiple conversations and still nothing has been done. Ms. Barton also indicated the Commission is not asking for the work to be completed in 30 days but to have permits pulled in 30 days and start with a plan of action. Anne Hall recommended offering one more extension of 30 days to pull a permit and give a plan of action. If Ms. Duran keeps her word and fulfills this portion of the process, the Commission can then consider granting a 6 month construction extension.

Autumn Barton motioned to give 30 days extension to produce a plan of action and pull permits and have prepared by the next meeting on October 9, 2014. Anne Hall seconded the motion. Motion carried unanimously.

(Item IV) ADJOURNMENT

The Building and Property Standards Commission adjourned at 6:19:10pm.

APPROVED

ATTEST

Autumn Barton, Chairman

Andy Washam, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – TIRZ Board Minutes

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

Electronic minutes are found at the following link:

http://71.6.142.67/revize/farmersville/government/agendas_and_minutes/other_boards_and_committees.jsp#revize_document_center_rz305



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – Library/Civic Center Board Minutes

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

Electronic minutes are found at the following link:

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



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – Farmersville Public Housing Authority Report

- The September Board Agenda is attached for review
- The minutes from the August meeting is attached for review

Electronic agendas are found at the following link:

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



TCOG Governing Board
Meeting Agenda
Austin College Wright Campus Center
900 N. Grand Avenue, Sherman, Texas
Thursday, September 18, 2014 – 5:30 p.m.

A. Call to Order & Declaration of a Quorum

B. Invocation and Pledges

C. Welcome Guests

D. Induct New Governing Board Member for 2014-2015

TCOG Governing Body Pledge:

In accepting this responsibility as a Governing Body member,

Do you pledge:

- To uphold the bylaws of the organization
- To be faithful in attendance
- To strive to achieve the TCOG mission while representing our constituents
- To foster full and active participation of all Governing Body members, and
- To promote our strengths as a region

E. Approval of Minutes: Approve Meeting Minutes for August 2014 – page 3

F. Executive Director's Report

G. Consent

All items on Consent Agenda are considered to be routine by the Council of Governments and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.

1. **August 2014 Liabilities (AF):** Authorize the Secretary/Treasurer to make payments in the amounts as listed.
Stacey Sloan, Finance Director – page 5
2. **ADRC Grant FY 2015 (AS):** Ratify budget for the contractual agreement initiated by Texas Health and Human Services Commission on behalf of the Department of Aging and Disability Services (DADS) for the establishment of the Aging and Disability Resource Center (ADRC) for Region 2.
Karen Bray, Aging Services Director – page 17

H. Action

1. **TCOG Quarterly Investments Report – 1st Quarter FYE 2015 (AF):** Accept this report of investments for the period of May 1, 2014 through July 31, 2014.
Stacey Sloan, Finance Director – page 20
2. **Low Income Home Energy Assistance (LIHEAP) Contract Amendment (CS):** Authorize Executive Director to execute second amendment to the current LIHEAP contract 81140001888 with the Texas Department of Housing and Community Affairs (TDHCA).
Brenda Smith, Energy Services Program Manager – page 21
3. **TCOG Section 8 Housing 5-Year and Annual PHA Plan (CS):** Authorize submission of the TCOG Section 8 Housing 5-Year and Annual PHA Plan.
Rayleen Bingham, Section 8 Housing Program Manager – page 26
4. **TCOG Vision Statement (AF):** Adopt TCOG Vision Statement.
Susan B. Thomas, PhD, Executive Director – page 33

2. At 6:39 p.m., Judge Carter reconvened into an open meeting.
3. Kate Whitfield made a motion to enter into a 3-year contract with Dr. Thomas which will include staged merit raises in the amount of \$9,714 per year of the contract with the initial year of the contract starting September 1, 2014 such that the \$9,714 is prorated. This motion was seconded by Roy Floyd. There was no further discussion. The motion passed with a 9-1 vote with Phyllis James voting against the motion.

J. President's Report

1. Judge Carter announced the selection committees for the Citizens of the Year as follows:
 - a) Cooke County: John Roane, Robert Adams, Keith Clegg
 - b) Grayson County: Kate Whitfield, Bill McFatridge, Cary Wacker
 - c) Fannin County: Cecil Jones, Roy Floyd, Spanky Carter
 2. Judge Carter announced the selection committee for Regional Citizen of the Year would be composed of the board officers: Spanky Carter, Cary Wacker, Keith Clegg.
 3. Judge Carter also appointed the board officers to an Annual Audit subcommittee.
- K. At 6:43 p.m., Judge Carter adjourned the meeting.**

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration & Finance at 903-813-3510 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also faxed to the County Clerk offices in Cooke, Fannin and Grayson Counties, Texas on Friday, August 15, 2014.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: INFORMATIONAL ITEM – North Texas Municipal Water District Board Agenda

- The agenda for the September meeting is attached.

Electronic agendas are found at the following link:

https://ntmwd.com/meeting_agendas.html



NORTH TEXAS MUNICIPAL WATER DISTRICT

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

**BOARD OF DIRECTORS
REGULAR MEETING
THURSDAY, SEPTEMBER 25, 2014
4:00 P.M.**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of North Texas Municipal Water District will hold a regular meeting, open to the public, on Thursday, September 25, 2014, at 4:00 p.m., at the North Texas Municipal Water District offices, 505 E. Brown Street, Wylie, Texas.

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

AGENDA¹

- I. **INVOCATION** – DIRECTOR JAMES KERR
- II. **ROLL CALL**
- III. **RECOGNITION OF GUESTS**
 - A. Recognition of Retiring Director Gary Downey
 - B. Recognition of Accounting Staff for GFOA Award
- IV. **PUBLIC COMMENTS**

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

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

- D. Consider Adoption of Resolution No. 14-17 Authorizing the Executive Director or Designated Representative to Act on Behalf of the Board of Directors to Authorize Negotiation and Execution of Agreements Related to the Lower Bois d'Arc Creek Reservoir Mitigation Property Archaeological Survey
(Please refer to Administrative Memorandum No. 4256)
- E. Consider Authorizing Execution of Engineering Services Agreement for Project No. 366, Lower Bois d'Arc Creek Reservoir Mitigation Property Preliminary Engineering
(Please refer to Administrative Memorandum No. 4257)
- F. Consider Authorizing Execution of Agreement with Fannin County Electric Cooperative on Project No. 362, Lower Bois d'Arc Creek Reservoir Preliminary Engineering for Electrical Service
(Please refer to Administrative Memorandum No. 4258)
- G. Consider Authorizing Execution of Inspection Services Agreement on Project No. 347, Environmental Services Building Heating, Venting, and Air Conditioning System Repair
(Please refer to Administrative Memorandum No. 4259)
- H. Consider Authorizing Change Order No. 3 on Project No. 312, Lake Tawakoni Water Treatment Plant Sludge Lagoon Improvements
(Please refer to Administrative Memorandum No. 4260)
- I. Consider Authorizing Additional Inspection Services on Project No. 312, Lake Tawakoni Water Treatment Plant Sludge Lagoon Improvements
(Please refer to Administrative Memorandum No. 4261)
- J. Consider Authorizing Change Order No. 8 on Project No. 259, Water Treatment Plant I, Conversion to Biologically Active Filtration and Improvement of Existing Underdrains
(Please refer to Administrative Memorandum No. 4262)
- K. Consider Authorizing Adjustment of Engineering Services Agreement on Project No. 324, Wallace Street Site Improvements and Ground Storage Tank
(Please refer to Administrative Memorandum No. 4263)
- L. Consider Authorizing Change Order No. 6 on Project No. 277, Water Treatment Plant III Filter Underdrain Improvements and Conversion to Biologically Active Filters
(Please refer to Administrative Memorandum No. 4264)
- M. Consider Authorizing Additional Engineering Services on Project No. 306, Shiloh Pump Station Improvements
(Please refer to Administrative Memorandum No. 4265)
- N. Consider Authorizing Award of Construction Contract on Project No. 297, Water System Maintenance Facilities, South Region, Phase 1
(Please refer to Administrative Memorandum No. 4266)

- O. Consider Authorizing Award of Construction Contract on Project No. ENG 14-1, 121 Regional Disposal Facility 10,000 Gallon Above Ground Fuel Storage Tank
(Please refer to Administrative Memorandum No. 4267)
- P. Consider Authorizing Execution of Engineering Services Agreement on Project No. 367, Wylie Water Treatment Plant I and II Sludge Handling Improvements
(Please refer to Administrative Memorandum No. 4268)
- Q. Consider Authorizing Execution of Engineering Services Agreement on Project No. 368, Wylie Water Treatment Plant Power System Improvements Preliminary Engineering
(Please refer to Administrative Memorandum No. 4269)
- R. Consider Authorizing Execution of Electrical Agreements for Purchase of Electricity for the Term January 1, 2016 through December 31, 2018
(Please refer to Administrative Memorandum No. 4270)
- S. Consider Authorizing Negotiation of Settlement Terms and Authorizing Execution of Settlement Agreements with Bois d'Arc Municipal Utility District with Respect to the Lower Bois d'Arc Creek Reservoir Project
(Please refer to Administrative Memorandum No. 4271)

VII. DISCUSSION

- A. Water Supply Update
- B. Review of Water Treatment Plant Chemical Systems

VIII. ADJOURNMENT

**NEXT REGULAR MEETING OF BOARD, THURSDAY, OCTOBER 23, 2014, AT 4:00 P.M.
IN THE ADMINISTRATIVE OFFICES, WYLIE, TEXAS**



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Second Reading – Consider, discuss and act upon an ordinance amending the Master Fee Schedule regarding Special Event Fees

- Ordinance is presented for review.

ACTION: Accept or deny the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-1014-002**

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

WHEREAS, the City of Farmersville, Texas ("City"), is a customer of North Texas Municipal Water District (NTMWD); and

WHEREAS, the City desires to modify the Master Fee Schedule related to the cost of water service provided by the City via NTMWD; and

WHEREAS, the City Council of the City of Farmersville, Texas, finds that all prerequisites to the adoption of this Ordinance have been met;

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

SECTION 1: MASTER FEE SCHEDULE FOR WATER SERVICE AMENDED

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

Inside City Limits	
Meter Charge (first 1,000 gallons)	Rate
3/4 Inch or Less	12.88
1 Inch	21.08
1 1/2 Inch	41.60
2 Inch	66.21
3 Inch	74.42
4 Inch	205.71
6 Inch	410.85
Volumetric Charge	Rate
1,001 to 10,000 Gallons	6.02
10,001 to 20,000 Gallons	7.87
In Excess of 20,000 Gallons	9.70
Outside City Limits Customers of Record Prior to 1985	
Meter Charge (first 1,000 gallons)	Rate
3/4 Inch or Less	19.32
1 Inch	31.62
1 1/2 Inch	62.40
2 Inch	99.32

3 Inch	111.63
4 Inch	308.57
6 Inch	616.28
Volumetric Charge	Rate
1,001 to 10,000 Gallons	9.03
10,001 to 20,000 Gallons	11.81
In Excess of 20,000 Gallons	14.55
Outside City Limits Customers of Record Since 1985	
Meter Charge (first 1,000 gallons)	Rate
3/4 Inch or Less	25.76
1 Inch	42.16
1 1/2 Inch	83.20
2 Inch	132.42
3 Inch	148.84
4 Inch	411.42
6 Inch	821.70
Volumetric Charge	Rate
1,001 to 10,000 Gallons	12.04
10,001 to 20,000 Gallons	15.74
In Excess of 20,000 Gallons	19.40

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 and only reading on the 14th day of October, 2014, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 14th DAY OF OCTOBER, 2014.

APPROVED:

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

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Only Reading – Consider, discuss and act upon amending the Master Fee Schedule for water rate increases from North Texas Municipal Water District

- Ordinance is presented for review.

ACTION: Accept or deny the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-1014-002**

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

WHEREAS, the City of Farmersville, Texas ("City"), is a customer of North Texas Municipal Water District (NTMWD); and

WHEREAS, the City desires to modify the Master Fee Schedule related to the cost of water service provided by the City via NTMWD; and

WHEREAS, the City Council of the City of Farmersville, Texas, finds that all prerequisites to the adoption of this Ordinance have been met;

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

SECTION 1: MASTER FEE SCHEDULE FOR WATER SERVICE AMENDED

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

Inside City Limits	
Meter Charge (first 1,000 gallons)	Rate
3/4 Inch or Less	12.88
1 Inch	21.08
1 1/2 Inch	41.60
2 Inch	66.21
3 Inch	74.42
4 Inch	205.71
6 Inch	410.85
Volumetric Charge	Rate
1,001 to 10,000 Gallons	6.02
10,001 to 20,000 Gallons	7.87
In Excess of 20,000 Gallons	9.70
Outside City Limits Customers of Record Prior to 1985	
Meter Charge (first 1,000 gallons)	Rate
3/4 Inch or Less	19.32
1 Inch	31.62
1 1/2 Inch	62.40
2 Inch	99.32

3 Inch	111.63
4 Inch	308.57
6 Inch	616.28
Volumetric Charge	Rate
1,001 to 10,000 Gallons	9.03
10,001 to 20,000 Gallons	11.81
In Excess of 20,000 Gallons	14.55
Outside City Limits Customers of Record Since 1985	
Meter Charge (first 1,000 gallons)	Rate
3/4 Inch or Less	25.76
1 Inch	42.16
1 1/2 Inch	83.20
2 Inch	132.42
3 Inch	148.84
4 Inch	411.42
6 Inch	821.70
Volumetric Charge	Rate
1,001 to 10,000 Gallons	12.04
10,001 to 20,000 Gallons	15.74
In Excess of 20,000 Gallons	19.40

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 and only reading on the 14th day of October, 2014, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Only Reading – Consider, discuss and act upon an ordinance amending the 2014-2015 budget regarding police car cameras

- Ordinance is presented for review.

ACTION: Accept or deny the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE O-2014-1014-003**

AN ORDINANCE AMENDING THE BUDGET FOR THE FISCAL YEAR 2014 – 2015 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS, APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Manager of the City of Farmersville has reviewed the budget and which budget was adopted by the City Council for the Fiscal Year 2014 – 2015; and

WHEREAS, the City Manager of the City of Farmersville believes that the budget requires certain amendments and has submitted to the Mayor and the City Council proposed amendment(s) to the budget of the revenues and expenditures of conducting the affairs of said City, and providing a complete financial plan for the Fiscal Year 2014 – 2015; and

WHEREAS, the City Council has determined that it is in the best interest of the City to amend the Fiscal Year 2014 – 2015 budget to adopt the proposed amendment(s) to the budget of the revenues and expenditures from the General Fund to allow the funding of capital expenditures to include in-car cameras for Police vehicles; and

WHEREAS, a the Justice Assistance Grant for Law Enforcement has been approved and will reimburse the General Fund for the expenditures regarding this project.

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

SECTION 1. BUDGET AMENDMENT ADOPTION

From and after the effective date of this Ordinance, the amendments to the budget of the revenues and expenditures for the Fiscal Year 2014 – 2015 that are attached hereto as Exhibit “A” and incorporated herein by reference are hereby adopted and the budget for Fiscal Year 2014 – 2015 is hereby accordingly so amended and the amended budget for Fiscal Year 2014 – 2015 adopted.

SECTION 2. SEVERABILITY

It is hereby declared to be the intention of the City Council that the several provisions of this Ordinance are severable, and if 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 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. 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 5. 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 6. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by Texas law.

PASSED on first reading and only reading on the 14th day of October, 2014 at properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 14th DAY OF OCTOBER, 2014.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary

CITY OF FARMERSVILLE

EXHIBIT A

2014-2015 BUDGET/REVISION (1) 10-14-2014

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND BALANCE	REVENUES	EXPENDITURES	INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
General Fund	\$ 707,955	\$ 1,761,534	\$ 3,130,169	\$ 1,368,635	\$ 707,955
Fund Balance Amendments	\$ 707,955	\$ 42,130	\$ 42,130		\$ 707,955
<u>Police In-Car Camera Grant</u>					
<u>Money paid up front before reimbursement</u>					



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: October 14, 2014

SUBJECT: Consider, discuss and act upon an agreement between the Texas Department of Agriculture and the City of Farmersville for a Community Development Block Grant for a sewer project

- An agreement is attached for review.
- The agreement is the first step towards beginning the grant project.

ACTION: Approve or deny the agreement as presented.

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE CITY OF FARMERSVILLE
CONTRACT NO. 7214160
FOR
THE COMMUNITY DEVELOPMENT FUND**

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the City of Farmersville (herein referred to as the "Contractor"). The Department and the Contractor are collectively referred to hereinafter as the "Parties." The Parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on October 15, 2014, and shall terminate on October 14, 2016, unless otherwise specifically provided by the terms of this contract.

SECTION 3. PURPOSE

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act."

The Contractor has submitted, and the Department has approved, Contractor's application (herein referred to as the "Application") which will undertake community development activities (herein referred to as the "Project") and which is incorporated as part of this contract.

SECTION 4. CONTRACTOR PERFORMANCE

A. The Contractor shall conduct the Project in a non-entitlement area in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, the Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. The Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); the Budget, (Exhibit B); the Project Implementation Schedule (Exhibit C); the Special Conditions (Exhibit D); the Applicable Laws and Regulations (Exhibit E); the Certifications (Exhibit F); the assurances, certifications, and all other statements made by the Contractor in the Application; and with all other terms, provisions, and requirements set forth in this contract.

B. The Contractor shall ensure that the persons to benefit from the activities described in the Performance Statement are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to the Department. If the persons to benefit from the activities described in the Performance Statement are not receiving the service or a benefit, the Contractor is liable to repay to the Department any associated disallowed costs within the timeframe specified by the Department.

C. The Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require the Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

SECTION 5. DEPARTMENT OBLIGATIONS

A. Payment for Allowable Costs

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by the Contractor during the contract period for performances rendered under this contract, subject to the limitations set forth in this Section.

1. It is expressly understood and agreed by the Parties that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify the Contractor in writing within a reasonable time after such fact is determined. The Department shall terminate this contract and will not be liable for failure to make payments to the Contractor under this contract.
2. The Department shall not be liable to the Contractor for any costs incurred by the Contractor, or any portion thereof, which has been paid or is subject to payment to the Contractor, or has been reimbursed or is subject to reimbursement to the Contractor by any source other than the Department or the Contractor.
3. The Department shall not be liable to the Contractor for any costs incurred by the Contractor which are not allowable costs, as set forth in Section 7 of this contract.
4. The Department shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this contract.
5. The Department shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by the Contractor prior to this contract's execution date, if prior to the award the Contractor requested and received written approval from the Department, and the Contractor complied with all requirements for the release of such funds.
6. The Department shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this contract which have not been submitted to the Department by the Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of the Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments

The Contractor shall refund to the Department any sum of money which has been paid to the Contractor by the Department which the Department determines has resulted in overpayment to the Contractor, or which the Department determines has not been spent by the Contractor in accordance with the terms of this contract. Such refund shall be made by the Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability

Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Two Hundred Seventy-five Thousand and No/100 Dollars (\$275,000).

SECTION 6. GENERAL CONDITIONS

A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development [HUD] regulations concerning CDBG), in particular Subparts I - K. The Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract, including those specified in the Applicable Laws and Regulations attached to this contract. The Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

C. Indemnification

The Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.
2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.
3. Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the size and formatting requirements set forth in the TxCDBG Project Implementation Manual.
4. Project Sign Wording: "This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract or as otherwise provided in the TxCDBG Project Implementation Manual. Such amendments shall not invalidate this contract, nor relieve or release the Department or the Contractor from its obligations under this contract.
2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.
3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when

major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.

4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by the Contractor; and the assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that the performances under this contract are amended by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto and may further be amended in the following manner: The Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided however that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of the amendments or policy directives.

5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State law or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

F. Remedies for Noncompliance

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if the Contractor materially fails to comply with any term of this contract, including but not limited to:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of the Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;

(3) Failure to complete activities in accordance with the Project Implementation Schedule;

(4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;

(5) Submission by the Contractor to the Department reports that are incorrect or incomplete in any material respect; or

(6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of the Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by the Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to the Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, the Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by the Contractor. The Department may withhold payments to the Contractor until such time as the exact amount of damages due to the Department from the Contractor is agreed upon or is otherwise determined.

2. If the Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department, until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to the Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by the Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the following table:

<u>Violation</u>	<u>Amount of Reduction</u>
▪ Acquisition	10%
▪ Environmental Clearance	15%
▪ Equal Employment Opportunity/Fair Housing	10%
▪ Labor Standards	15%
▪ Inaccurate or incomplete reporting	10%
○ Progress Reports	
○ Project Completion Report	
○ "Section 3" Reports	

4. Withholding of Payments. In addition to the limitations on liability otherwise specified in this contract, if the Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise

due or requested by the Contractor. If the Department withholds such payments, it shall notify the Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

5. Ineligibility Period

a. Delinquent audit. If the Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, the Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires the Contractor to repay funds to the Department as a result of the Contractor's noncompliance with contractual or TxCDBG program requirements and the Contractor fails to repay the funds by such date as specified by the Department, the Contractor shall be ineligible to receive any future TxCDBG grant funding until the Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give the Contractor an opportunity to cure a breach of contract as follows:

- a. Department shall provide written notice to the Contractor, detailing all elements of the breach or noncompliance.
- b. Contractor must commence cure within 30 days of the Department's notice.
- c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
- d. Contractor must complete the cure within 90 days of the Department's notice.
- e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate the contract or take other remedial action that may be legally available.

SECTION 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Requirements. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502 and 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as supplemented by the rules promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS").

2. Accounting Standards. The Contractor agrees to comply with 24 CFR 85.20-26 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

3. Cost Principles. The Contractor shall comply with the requirements and standards of the Department and HUD on the allowability of costs and the use of TxCDBG funds. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with applicable federal regulations and cost principles, as supplemented by UGCMS and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 and 570.506 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records as required by 24 CFR 570.502;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. The Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an office or agency of the State of Texas, and the Department, or any of their duly authorized representatives, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate their review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). The Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the audit requirements will constitute a violation of this contract and will result in the Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

c. The Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. The Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by the Contractor from funds which were not provided or otherwise made available to the Contractor under this contract.

3. Records Retention. The Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained by 24 CFR 570.490 and 570.506, 24 CFR 85.42, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); or (ii) other record retention obligations specific to the Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction, the requirements of 24 CFR 570.487 and 570.488 are met, or the requirements of other applicable law or regulations are met. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. The Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. The Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. The Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that the Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, the Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by the Contractor shall comply with the requirements set forth at 24 CFR 570.489(e) and 570.504. By way of further limitations, the Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. The Contractor shall provide reports of program income to the Department with each payment request form submitted by the Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay to Contractor based upon information submitted by the Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to the Contractor for any costs incurred by the Contractor under this contract until the Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. The Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor must submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, within nine (9) months of the contract start date and every nine (9) months thereafter. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the Parties that payments under this contract are contingent upon the Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. The Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. The Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252; 31 U.S.C. § 6101 note), as well as the reporting and submission requirements of HUD as prescribed by the Department.

The Contractor is required to immediately report to the Department any incident of misapplication of TxCDBG funds, or other instances of fraud affecting TxCDBG funds or related projects, associated with this contract.

D. Procurement

Unless specified otherwise within this contract, the Contractor shall procure all materials, property, or services in accordance with: (1) current Department policy concerning procurements, (2) the requirements of 24 CFR Part 85, as modified by 24 CFR 570.502(a), and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. The Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive orders. In addition, the Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this contract shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.489(j), 570.502, 570.503(b)(7), and 570.504, as applicable, which include but are not limited to the following:

1. The Contractor shall transfer to the Department any TxCDBG funds on hand and any accounts receivable attributable to the use of funds under this contract at the time of expiration, cancellation, or termination.
2. Real property under the Contractor's control that was acquired or improved, in whole or in part, with funds under this contract in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five years after expiration of this contract. If the Contractor fails to use TxCDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Contractor shall pay the Department an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-TxCDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Department. The Contractor may retain real property acquired or improved under this contract after the expiration of the five-year period.

SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of the Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of the Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of the Contractor's performances under this contract. After each monitoring visit, the Department shall provide the Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in the Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Contractor. Failure by the Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other pending grant awards.

B. If the contract ends without any project beneficiaries resulting from the use of contract funds, the Contractor shall reimburse to the Department all contract funds disbursed to the Contractor, including but not limited to funds disbursed for administration and engineering services. The Contractor shall be required to repay the funds within the timeframe specified by the Department after the receipt of notice by the Department that funds must be repaid.

SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, the Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. The Contractor shall only subcontract for performances described in this contract to which the federal labor standards

requirements apply after the Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. The Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the Contractor's subcontractor(s).

B. Selection Process

1. The Contractor shall undertake to insure that all subcontracts let in the performance of this contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.
2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, shall be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.
3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. The Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by the Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of the Contractor's or subcontractor's performance. The Department maintains the right to insist upon the Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.

F. Bonding. The Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 24 CFR 85.36(h), as applicable.

G. The Contractor shall maintain a retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by the Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 10. LEGAL AUTHORITY

A. The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services the Contractor has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of the Contractor, or representing themselves as signing and executing this contract on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this contract on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances, and provisions set forth.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract or to render performances. The Contractor is liable to the Department for any money it has received from the Department for performance of the provisions of this contract, if the Department has suspended or terminated this contract for reasons enumerated in this Section.

SECTION 11. LITIGATION AND CLAIMS

The Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of any subcontract; and (2) any claim against the Contractor, the cost and expense of which the Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, the Contractor shall furnish immediately to the Department copies of all pertinent papers received by the Contractor with respect to such action or claim. The Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 12. AUDIT

A. Notwithstanding the requirements in subsection B of this Section, the Contractor shall submit within 60 days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The Contractor shall submit an ACF to the Department annually as long as the Contractor has an open contract with the Department. The ACF or statement must include information indicating whether the Contractor has or has not met the \$500,000 expenditure threshold that will require a Single Audit Report. If the Contractor did not exceed the threshold, the Contractor shall include with the ACF or statement a list of all open Federal or State contracts providing financial assistance and the corresponding activity (including all contracts with the Department and other funding agencies). Failure by the Contractor to submit a complete ACF or a similar statement as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

B. If Contractor expends \$500,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, the Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

C. If the Contractor has a single audit performed, the Contractor shall submit to the Department:

- One (1) copy of the Single Audit Report;
- One (1) copy of the Department's Single Audit Report Submission Check List (See Audit Certification Form packet for check list); and
- One (1) copy of the CPA's Management Letter (if issued by CPA firm to Contractor), and Management's response to the Department.

The Contractor shall submit the audit package to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the Contractor's audit period (i.e., after the Contractor's fiscal year end). The Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit. Audits performed under subsection A of this Section are subject to review and resolution by the Department or its authorized representative. The Contractor shall ensure the Audit Report submitted includes, either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone number, fax number, and e-mail address. The Contractor shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to the Contractor by its CPA firm. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. The Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of the Contractor. The Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and

complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by the Contractor under this contract until the Department has received a copy of any audit report required by this Section.

SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. As evidenced by the execution of this contract, the Contractor understands and agrees that the Contractor is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5. The Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. The Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, the Contractor must comply with the requirements specified in 24 CFR 58.6.

The Contractor shall be responsible for ensuring compliance with all applicable requirements has been achieved; for issuing the public notification; for submitting the request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

B. Limitations on Activities Pending Clearance

1. Neither the Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until the Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized the use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until the Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but the Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). The Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. The Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), the Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

A. The Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. The Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.

C. Prior to the programmatic closure of this contract, the Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by the Contractor under this Section, the Contractor shall comply with the TxCDBG Project Implementation Manual and the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in English and Spanish, if appropriate. The Department shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, the Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5:00 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for persons with special needs.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, the Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. The Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. The Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. The Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 15. DEBARMENT

A. By signing this contract, the Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Further, the Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

B. By signing this contract, the Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.

The Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) as amended; Title VIII of the Civil Rights Act of 1968, commonly known as the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended by the Fair Housing Amendments Act of 1988; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively) as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259.

2. Nondiscrimination. The Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, in employment and contracting opportunities.

3. Subcontract Provisions. The Contractor shall include these civil rights provisions in every subcontract or purchase order, specifically or by reference.

B. Employment Restrictions

1. Prohibited Activity. The Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.

2. Labor Standards

a. The Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

b. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

c. The Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

(2) The Contractor shall comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by the execution of this contract, the Contractor certifies that no contractual or other impediment exists that would prevent it from complying with the part 135 regulations.

(3) The Contractor shall ensure that opportunities for training, employment (including management and administrative jobs), contracting and other economic opportunities arising in connection with the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction which includes buildings or improvements (regardless of ownership), assisted in whole or in part with TxCDBG funds shall, to the greatest extent feasible, be given to low- and very low-income persons residing within the area in which the TxCDBG-funded project is located, and to low- and very low-income participants in other HUD programs.

(4) The Contractor agrees to award contracts for work undertaken in connection with this contract to businesses that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

(5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

b. Notifications. The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

c. Subcontracts. The Contractor agrees to include this section 3 clause in all solicitations and subcontracts in excess of \$100,000 executed under this contract, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any entity where it has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

C. Conflict of Interest. The Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, and 24 CFR 85.36, 570.489(h), and 570.611, which include but are not limited to the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.

2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

4. The Contractor shall include these conflict of interest provisions in all subcontracts.

D. Lobbying

No funds provided under this contract shall be used to pay any person for communicating with a member of the legislative branch of state government (which includes a member-elect, a candidate for, or an officer or employee of the legislature or a legislative committee), a member of the executive branch of state government (which includes an officer, an officer-elect, a candidate for, or an employee of any state agency, department, or office in the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress for the purpose of influencing or attempting to influence legislation or administrative action.

E. Religious Activities and Faith-Based Organizations

1. The Contractor shall not discriminate against an organization on the basis of the organization's religious character or affiliation. The Contractor shall comply with the regulations promulgated by HUD on faith-based activities at 24 CFR 570.200(j).

2. The Contractor agrees that funds provided under this contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Funds made available under this contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this contract.

SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

The Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud, the Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 19. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 20. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by the Contractor in accordance with Section 4 of this contract:

1. Exhibit A, Performance Statement, 1 Page
2. Exhibit B, Budget, 1 Page
3. Exhibit C, Project Implementation Schedule, 1 Page
4. Exhibit D, Special Conditions, 2 Pages
5. Exhibit E, Applicable Laws and Regulations, 2 Pages
6. Exhibit F, Certifications, 2 Pages

SECTION 21. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:

Ben White, City Administrator
City of Farmersville

Date

Approved and accepted on behalf of the Texas Department of Agriculture.

Drew DeBerry, Deputy Commissioner
Texas Department of Agriculture

Date

EXHIBIT A

PERFORMANCE STATEMENT

CITY OF FARMERSVILLE

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

The City of Farmersville has sewer lines that are aged and deteriorated, resulting in excessive inflow and infiltration that causes the City to be in noncompliance with Texas Commission on Environmental Quality (TCEQ) regulations.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting low- and moderate-income persons with at least 51% of the beneficiaries qualifying as low- to moderate-income.

ACTIVITIES

Sewer Improvements Contractor shall replace sewer lines to bring the City into compliance with TCEQ regulations. Contractor shall install approximately three thousand one hundred linear feet (3,100 l.f.) of eight-inch (8") to twelve-inch (12") sewer line, service reconnections, pavement repair, and all associated appurtenances. Construction shall take place in the following locations:

STREET	FROM	TO
Abbey St	Main St	Walnut St
Walnut St	Abbey St	North to manhole
Along drainage ditch	Manhole north of Maple St	Manhole north of CR 611
Along drainage ditch	CR 611	Manhole SW of intersection of Water St and CR 611

These activities shall benefit two thousand nine hundred sixty-four (2,964) persons, of which one thousand five hundred thirty-six (1,536) persons or fifty-two percent (52%) are of low- to moderate-income.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

EXHIBIT B**BUDGET****CITY OF FARMERSVILLE**

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_S Sewer Improvements - Total	\$244,750	\$41,250	\$286,000
Sewer Improvements-Construction	\$204,250	\$41,250 ¹	\$245,500
Sewer Improvements-Engineering	\$40,500	\$0	\$40,500
21A General Program Administration - Total	\$30,250	\$0	\$30,250
TOTALS	\$275,000	\$41,250	\$316,250

Source of Other Funds:

1 – City of Farmersville, Utility Fund

EXHIBIT C

PROJECT IMPLEMENTATION SCHEDULE

CITY OF FARMERSVILLE

CONTRACT START DATE
October 15, 2014

CONTRACT END DATE
October 14, 2016

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	12/15/2014
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	2/15/2015
Plans and Specifications Completed	Month 6	4/15/2015
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	4/15/2015
Environmental Review Completed	Month 6	4/15/2015
Clearance of Pre-Construction Special Conditions	Month 8	6/15/2015
Wage Rate 10-Day Confirmation	Month 8	6/15/2015
Construction Contract Awarded & Executed	Month 9	7/15/2015
Construction - 50% TxCDBG project complete	Month 14	12/15/2015
Construction - 75% TxCDBG project complete	Month 17	3/15/2016
Construction - 90% TxCDBG project complete	Month 19	5/15/2016
Construction & Final Inspections Completed	Month 20	6/15/2016
End Date of Contract	Month 24	10/14/2016
Close-out documents submitted to Department (60 days after End Date)	Month 26	12/13/2016

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D
COMMUNITY DEVELOPMENT FUND
SPECIAL CONDITIONS
CITY OF FARMERSVILLE

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to the Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department shall terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

B. Other Special Conditions

1. Project Mapping/Design Information and Copyright

- a. The Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. The Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, the Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show the Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.
- b. Where activities supported by this contract produce copyrightable material, the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by the Contractor under this contract are involved.

EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with the HCD Act; federal regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35.

II. ENVIRONMENTAL LAW AND AUTHORITIES

A. The Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508

B. Historic Properties

1. The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2)
2. Executive Order 11593, Protection and Enhancement of the Cultural Environment, 36 FR 8921 (May 13, 1971)
3. Federal historic preservation regulations, at 36 CFR part 800 with respect to HUD programs
4. The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1)

C. Floodplain management and wetland protection

1. Executive Order 11988, Floodplain Management, 42 FR 26951 (May 24, 1977), as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order
2. Executive Order 11990, Protection of Wetlands, 42 FR 26961 (May 24, 1977)

D. Coastal Zone Management. The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d))

E. Water systems

1. The Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended; particularly section 1424(e) (42 U.S.C. 300h-3(e))
2. Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149)

F. Endangered species. The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

G. Wild and scenic rivers. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

H. Air quality

1. The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d))
2. Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93)

I. Farmland protection

1. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202)
2. Farmland Protection Policy Act regulations (7 CFR part 658)

J. HUD environmental standards

1. Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51) other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3)
2. It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.
3. The environmental review of multifamily housing with five or more dwelling units (including leasing), or non-residential property, must include the evaluation of previous uses of the site or other evidence of contamination on or near the site, to ensure that the occupants of proposed sites are not adversely affected by any of the hazards listed in paragraph J.2 of this section.
4. Particular attention should be given to any proposed site on or in the general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained, hazardous wastes.

- K. Environmental justice for low income and minority populations. Executive Order 12898 of February 11, 1994 (59 FR 7629).

III. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. Sec. 4601 *et seq.*, 24 CFR Part 42, and 24 CFR 570.606.

EXHIBIT F
CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE CITY OF FARMERSVILLE, THAT;

- (1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;
- (2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 1981 et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. 3601 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY THE DEPARTMENT;
- (3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY THE DEPARTMENT;
- (4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).
- (5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TxCDBG FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY THE DEPARTMENT.
- (6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NON-VIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

CITY OF FARMERSVILLE

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY 31 U.S.C. 1352. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: October 14, 2014

SUBJECT: Consider, discuss and act upon the resignation of a board member for the Planning and Zoning Commission and the Parks and Recreation Board

- Tom Waitschies' resignation is attached for review.

ACTION: Accept the resignation as presented.

September 29, 2014

To: Mayor, City Council Members, City Manager, Planning & Zoning Commission members, and Park Board members of the City of Farmersville, Texas

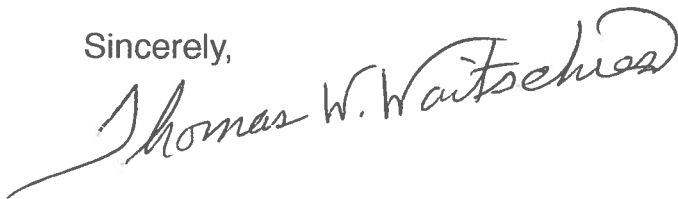
From: Dr. Thomas W. Waitschies

Re: Resignation from Planning & Zoning Commission and Park Board of City of Farmersville, Texas

I have been in the process of buying a new home over the last several months. On September 30, 2014 I will be closing on a home located in Wylie, Texas. As I will be moving my principal residence to the City of Wylie, Texas, I will be resigning my position on both the Planning & Zoning Commission and the Park Board of the City of Farmersville, Texas.

It has been my distinct privilege and pleasure to work with the City of Farmersville, as well as the members of the commission and board. I have enjoyed the time spent working for the citizens of the city, and my sincere prayer and hope is the city will continue to be a Texas Treasure and a great place to live.

Sincerely,

A handwritten signature in black ink that reads "Thomas W. Waitschies". The signature is written in a cursive style with a large, looping initial "T".

Dr. Thomas W. Waitschies



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Consider, discuss and act upon appointing a board member to the Planning and Zoning Commission

- Review candidates to fill vacancy on P&Z.
- Staff recommendation: Chad Dillard

ACTION: Appoint board member to P&Z.

PLANNING AND ZONING COMMISSION

Terms: Three Years – Two Terms Max
Residency Requirements: 1 year in the City Limits

Name
Tom Waitschies – Needs replacement 2nd Term Began 5/14 – Term ends 5/17
Patti Ford (Secretary) 2 nd Term Began 5/12 – Term ends 5/15
Mark Vincent 1 st Term Began 9/12 – Term ends 5/15
Craig Overstreet 2 nd Term Began 5/14 – Term ends 5/17
Todd Rolen 1 st Term Began 5/13 – Term ends 5/16
Charles Casada 1 st Term Began 5/14 – Term ends 5/17
Bryce Thompson (Vice –Chairman) 1 st Term Began 5/12 – Term ends 5/15

MEETS: 3rd Monday of the month, or as called, 6:30 p.m.

COUNCIL LIAISON: **John Klostermann**

STAFF: Edie Sims

Potential Candidates

Chad Dillard (also serve on Senior Citizens Board)
Anne Hall (also serves on Main Street Board and Building & Property Standards Commission)



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Consider, discuss and act upon appointing a board member to the Parks and Recreation Board

- Review candidates to fill vacancy on Parks & Recreation Board
- Staff recommendation: Charles Casada

ACTION: Appoint board member to Parks & Recreation Board.

PARKS AND RECREATION BOARD

Term: Three years – Two Terms Max

Residency Requirements: Four (4) Committee members must live 1 Year within City Limits prior to appointment. Two (2) Committee members may live in the Farmersville School

Name
Tom Waitschies – Needs Replacement 2nd Term Began 5/14 – Term ends 5/17
Autumn Barton 1 st Term Began 5/13 – Term ends 5/16
Glenn Bagwell (Vice Chairman) 1 st Term Began 5/12 – Term ends 5/15
Marianne Politz (Chairman) 2 nd Term Began 5/12 – Term ends 5/15
Todd Rolen 1 st Term Began 5/13 – Term ends 5/16
Mark Vincent 2 nd Term Began 5/12 – Term ends 5/15

MEETS: When called: Every Third Tuesday (at least 4 times per year)

COUNCIL LIAISON: **Russell Chandler**

STAFF: Christi Dowdy

Potential Candidates

Charles Casada – also serves on Planning & Zoning Commission
Chad Dillard – also serves on Senior Citizens Advisory Committee
Anne Hall – also serves on Main Street Board and Building & Property Standards Commission



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Consider, discuss and act upon a resolution to purchase two 2014 Police vehicles

- A resolution is attached for review.

ACTION: Approve or deny resolution as presented.

**CITY OF FARMERSVILLE
RESOLUTION # R-2014-1014-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE
CONTRACT WITH GOVERNMENT CAPITAL CORPORATION FOR THE PURPOSE
OF FINANCING "POLICE VEHICLES".**

WHEREAS, the City of Farmersville (the "Issuer") desires to enter into that certain Finance Contract No.6776, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Police Vehicles". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

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

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Police Vehicles" with the following VIN numbers:

1GNLC2E02ER195618
1GNLC2E06ER193869

Section 2. That the Finance Contract dated as of October 14, 2014, by and between the City of Farmersville and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer will designate Joseph E. Helmberger, P.E., Mayor, as an authorized signer of the Finance Contract dated as of October 14, 2014, by and between the City of Farmersville and GCC.

PASSED AND APPROVED this the 14th day of October, 2014.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Consider, discuss and act upon a Public Property Finance Act contract with Government Capital Corporation for two Police Department vehicles

- Contract with Government Capital Corporation is attached for review.

ACTION: Approve or deny contract as presented.

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.6776** (hereafter referred to as the "Finance Contract") is dated as of **October 14, 2014**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Farmersville**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from *Defender Supply* that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Ad Valorem Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Ad Valorem Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's maintenance and operations taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its maintenance and operations tax as security for this obligation. To the extent required by the Texas Constitution the Issuer agrees during each year of the term of this Finance Contract to assess and collect annually a sufficient sum to pay the greater of (1) interest on the debt created by this Finance Contract and a sinking fund of at least two percent of the principal amount of such debt, or (2) the payments required by Exhibit B attached hereto.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.

(g) The Issuer will pay the Contract Payment Due by check, wire transfer, or ACH only.



GOVERNMENT CAPITAL

Public Property Finance Act Contract for Cities & Counties

6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Delivery Date, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or
(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or (b) sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Contract in whole, on any payment date, in accordance with the Early Redemption Value stated on Exhibit B of the Contract. Any additional principal payments will be applied to reduce the early redemption values as shown in Exhibit B to this Finance Contract.

(b) As condition precedent to the Issuer's right to make, and GCC or any successor or assigns of GCC's obligation to accept, any such prepayment, GCC or any successor or assigns of GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2014 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Delivery Date, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Delivery Date and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "private activity bond" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "arbitrage bond" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "gross proceeds" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with, and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the ____ day of _____ in the year 2014.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature _____

Print Name _____

Print Title _____

The Issuer: City of Farmersville

Joseph E. Helmberger, P.E., Mayor
205 S Main
Farmersville, TX 75442

Witness Signature _____

Print Name _____

Print Title _____

EXHIBIT A

Public Property Finance Act Contract **No.6776** (THE "FINANCE CONTRACT")
By And Between
Government Capital Corporation and **the Issuer**, City of Farmersville
Dated as of October 14, 2014

QTY	DESCRIPTION
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Personal Property	Property Cost: \$73,119.00	Payback Period: Three (3) Annual Payments
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Police Vehicles

Two (2)	2014 Chevrolet Tahoe 2WD PPV with Locking Differential, Dual Batteries, and Driver Side Spot Light.
---------	---

VIN # _____

VIN # _____

- Troy console for Chevy Tahoe (vehicle-specific). Includes cup holder, arm rest, mic clips and two power outlets.
- Two Way VHF Radio Antenna & Coax Cable.
- Whelen Tahoe Headlight Flasher.
- Whelen Inneredge, Whelen 295 Controller, & 100 Watt Speaker w/ L Bracket.
- Defender Supply Wiring Harness, Power Distribution Block and Battery Management System
- Go Industries Law Enforcement Mid-Push Bumper – Tahoe.
- 2 Whelen M4 Lighthoods (1 Red, 1 Blue) mounted on push bumper or brush guard w/bracket.
- Whelen TAD8RB traffic advisor and mounting bracket - R/A/B.
- Stalker Dual SL Radar System.
- Dual Weapon Lock, T-Rail, with Timer and Key.
- Whelen LINZ6 LED Split Head Light - Red/Blue
- Whelen 46 Degree Push Bumper Bracket for LINZ6.
- Whelen Dual Avenger LED Red/Blue.
- Go Industries Two Drawer Vault- Pat #50013.
- Misc. Shop Supplies.

PROPERTY LOCATION:
134 N Washington Street
Farmersville, TX 75442

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

Public Property Finance Act Contract **No.6776** ("THE FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and

the **Issuer:** City of Farmersville

Schedule dated as of October 24, 2014

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	3/15/2015	\$15,000.00	\$1,146.65	\$13,853.35	N/A
2	3/15/2016	\$31,411.48	\$2,356.23	\$29,055.25	\$30,735.30
3	3/15/2017	\$31,411.48	\$1,201.08	\$30,210.40	\$0.00
Grand Totals		\$77,822.96	\$4,703.96	\$73,119.00	

Interest Rate: 3.976%

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.6776** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and **the Issuer**, City of Farmersville

Dated as of October 14, 2014

I, Edie Sims, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Farmersville, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I or my designee have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.6776, between City of Farmersville (the "Issuer") and Government Capital Corporation ("GCC").

Name

Title

Signature

Joseph E. Helmberger, P.E.

Mayor

IN WITNESS WHEREOF, I have duly executed this certificate hereto this ____ day of _____, 2014.

By: _____
Edie Sims, City Secretary

[to be retyped on letterhead of the Issuer counsel]

Government Capital Corporation
345 Miron Dr
Southlake, TX 76092

RE: Public Property Finance Act Contract No.6776

I have examined the Public Property Finance Act Contract No.6776 (the "Finance Contract") between the City of Farmersville (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the City of Farmersville of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.6776.

I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;
2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and
3. The Finance Contract constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,

Attorney at Law

CERTIFICATE OF ACCEPTANCE

Public Property Finance Act Contract **No.6776** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and **the Issuer**, City of Farmersville

Dated as of October 14, 2014

1. **ACCEPTANCE:** In accordance with the Finance Contract, the Issuer hereby certifies that all of the Property described herein (i) has been received by the Issuer, (ii) has been thoroughly examined and inspected to the complete satisfaction of the Issuer, (iii) had been found by the Issuer to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by the Issuer, (v) has been found to be and is wholly suitable for the Issuer's purposes, and (vi) is hereby unconditionally accepted by the Issuer, in the condition received, for all purposes of this Finance Contract, (vii) the Issuer hereby authorizes GCC to Pay supplying vendor(s) all available sums due and payable in conjunction with the property described in Exhibit A.

By The Issuer:

Joseph E. Helmberger, P.E., Mayor

For The Issuer: City of Farmersville

ACCEPTED on this the _____ day of _____, 2014.

(*) SIGNATURE REQUIRED ONLY WHEN AN "ESCROW AGREEMENT" IS NOT USED

2. **PROPERTY:**

Police Vehicles, see Exhibit A herein.

3. **USE:** The primary use of the Property is as follows: **(PLEASE FILL OUT PRIMARY USE BELOW)**

X _____

4. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed

City of Farmersville
Attn.: Chief Mike Sullivan
205 S Main
Farmersville, TX 75442

RESOLUTION # _____

**A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING
"POLICE VEHICLES".**

WHEREAS, the City of Farmersville (the "Issuer") desires to enter into that certain Finance Contract No.6776, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Police Vehicles". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

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

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Police Vehicles".

Section 2. That the Finance Contract dated as of October 14, 2014, by and between the City of Farmersville and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer will designate Joseph E. Helmberger, P.E., Mayor, as an authorized signer of the Finance Contract dated as of October 14, 2014, by and between the City of Farmersville and GCC.

PASSED AND APPROVED by the Board of the City of Farmersville in a meeting held on the ____day of _____, 2014.

Issuer: City of Farmersville

Witness Signature

Joseph E. Helmberger, P.E., Mayor

Edie Sims, City Secretary

ESCROW AGREEMENT

Public Property Finance Act Contract No. 6776 (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and **the Issuer**, City of Farmersville

Federal Tax ID #75-6000524

Dated as of October 14, 2014

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of October 14, 2014 ("Agreement Date") by and among Government Capital Corporation ("GCC"), City of Farmersville (the "Issuer") and _____ ("Agent").
WITNESSETH:

WHEREAS, Government Capital Corporation and the Issuer have entered into a certain Public Property Finance Act Contract dated as of October 14, 2014 (the "Finance Contract") pursuant to which the property more particularly described therein (the "Property") will be purchased by the Issuer under the terms stated in the Finance Contract;

WHEREAS, Government Capital Corporation and the Issuer desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Agent shall not be deemed to be a party to the Finance Contract.
 2. Government Capital Corporation has delivered to Agent the sum of \$73,119.00 ("Escrow Amount") for deposit by Agent in the City of Farmersville Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Escrow Agreement.
 3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
 4. Agent will invest the Fund, as specified by GCC, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
 5. Upon execution of one or more Acceptance Certificates by the Issuer and payment of acquisition costs by Agent for all the Property, this Escrow Agreement and the Funds shall terminate, and Agent shall transfer to Government Capital Corporation all remaining sums in the Fund. If not terminated earlier, this Escrow Agreement and the Fund shall terminate on October 30, 2015 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Government Capital Corporation; "Exhibit A", attached to the Finance Contract shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
 6. Government Capital Corporation and the Issuer may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
 7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Government Capital Corporation and the Issuer of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving the Issuer and Government Capital Corporation written notice of intent to resign, nor less than thirty (30) days after being appointed by Government Capital Corporation and the Issuer.
 8. Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Government Capital Corporation or the Issuer under this Escrow Agreement.
 9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
 10. To the limited extent required to perfect the security interest granted by the Issuer to Government Capital Corporation in the cash and negotiable instrument from time to time comprising the Fund, Government Capital Corporation hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Government Capital Corporation.
 11. This Escrow Agreement may be amended by written agreement executed by all the parties.
 12. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.
- IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

Government Capital Corporation:

BY: _____
Authorized Signer

The Issuer: City of Farmersville

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

Agent: _____

BY: _____
Agent Rep, Agent Rep Title

ESCROW AGREEMENT

Public Property Finance Act Contract **No.6776** (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and **the Issuer**, City of Farmersville

Federal Tax ID#75-6000524

Dated as of October 14, 2014

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of October 14, 2014 ("Agreement Date") by and among Government Capital Corporation ("GCC"), City of Farmersville (the "Issuer") and _____ ("Agent").

WITNESSETH:

WHEREAS, Government Capital Corporation and the Issuer have entered into a certain Public Property Finance Act Contract dated as of October 14, 2014 (the "Finance Contract") pursuant to which the property more particularly described therein (the "Property") will be purchased by the Issuer under the terms stated in the Finance Contract;

WHEREAS, Government Capital Corporation and the Issuer desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Agent shall not be deemed to be a party to the Finance Contract.
 2. Government Capital Corporation has delivered to Agent the sum of \$73,119.00 ("Escrow Amount") for deposit by Agent in the City of Farmersville Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Escrow Agreement.
 3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
 4. Agent will invest the Fund, as specified by GCC, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
 5. Upon execution of one or more Acceptance Certificates by the Issuer and payment of acquisition costs by Agent for all the Property, this Escrow Agreement and the Funds shall terminate, and Agent shall transfer to Government Capital Corporation all remaining sums in the Fund. If not terminated earlier, this Escrow Agreement and the Fund shall terminate on October 30, 2015 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Government Capital Corporation; "Exhibit A", attached to the Finance Contract shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
 6. Government Capital Corporation and the Issuer may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
 7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Government Capital Corporation and the Issuer of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving the Issuer and Government Capital Corporation written notice of intent to resign, nor less than thirty (30) days after being appointed by Government Capital Corporation and the Issuer.
 8. Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Government Capital Corporation or the Issuer under this Escrow Agreement.
 9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
 10. To the limited extent required to perfect the security interest granted by the Issuer to Government Capital Corporation in the cash and negotiable instrument from time to time comprising the Fund, Government Capital Corporation hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Government Capital Corporation.
 11. This Escrow Agreement may be amended by written agreement executed by all the parties.
 12. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.
- IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

Government Capital Corporation:

BY: _____
Authorized Signer

The Issuer: City of Farmersville

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

Agent: _____

BY: _____
Agent Rep, Agent Rep Title

ESCROW AGREEMENT

Public Property Finance Act Contract No. 6776 (THE "FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and **the Issuer**, City of Farmersville
Federal Tax ID #75-6000524 Dated as of October 14, 2014

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into as of October 14, 2014 ("Agreement Date") by and among Government Capital Corporation ("GCC"), City of Farmersville (the "Issuer") and _____ ("Agent").
WITNESSETH:

WHEREAS, Government Capital Corporation and the Issuer have entered into a certain Public Property Finance Act Contract dated as of October 14, 2014 (the "Finance Contract") pursuant to which the property more particularly described therein (the "Property") will be purchased by the Issuer under the terms stated in the Finance Contract;

WHEREAS, Government Capital Corporation and the Issuer desire to make funding arrangements for the acquisition of the Property, and Agent agrees to serve as escrow agent for such funding and acquisition;

NOW THEREFORE, in consideration of the mutual agreements and covenant herein contained and for other valuable consideration, the parties hereby agree as follows:

1. Agent shall undertake the duties and obligations of escrow agent as set forth in this Escrow Agreement. Agent shall not be deemed to be a party to the Finance Contract.
2. Government Capital Corporation has delivered to Agent the sum of \$73,119.00 ("Escrow Amount") for deposit by Agent in the City of Farmersville Escrow Account (the "Fund"). The Fund will be administered by Agent pursuant to the terms of this Escrow Agreement.
3. Deposits in the Fund shall be used to pay for the acquisition of the Property. The Property may be acquired as individual items or as groups of items. Agent shall make disbursements from the Fund in payment for the acquisition of each item or group of items of the Property promptly upon receipt of a properly executed Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the acquisition of the Property for which payment is requested. Upon full acquisition of an item or group of items of the Property, any remaining cost of such item or group of items shall be disbursed promptly by the Agent upon receipt of a properly executed Acceptance Certificate and a corresponding Escrow Disbursement Request Form, in the form attached hereto as "Schedule 1", for that portion of the Property for which payment is requested. Payment by Agent shall be to the payee shown on the Escrow Disbursement Request Form.
4. Agent will invest the Fund, as specified by GCC, in general obligations of the United States or in obligations fully insured by the United States or in certificates of deposit of a bank which is either fully insured by an agency of the federal government or fully collateralized by such federal or federally guaranteed obligations, or in no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that includes in their investment objectives the maintenance of a stable net asset value of \$1 for each share, or Money Market Mutual Funds registered under the Investment Act of 1940. Agent will retain in the Fund all earnings from investment of the Fund until termination of the Fund pursuant to Section 5 hereof.
5. Upon execution of one or more Acceptance Certificates by the Issuer and payment of acquisition costs by Agent for all the Property, this Escrow Agreement and the Funds shall terminate, and Agent shall transfer to Government Capital Corporation all remaining sums in the Fund. If not terminated earlier, this Escrow Agreement and the Fund shall terminate on October 30, 2015 ("Termination Date"). In this latter event, interest accrued pursuant to investment of the Fund under the terms of Section 4 hereof and all remaining principal in the Fund shall be transferred by Agent to Government Capital Corporation; "Exhibit A", attached to the Finance Contract shall thereupon be revised to delete any non-acquired portions of the Property and to substitute an amended amortization payment schedule to reflect the reduced acquisition costs.
6. Government Capital Corporation and the Issuer may by written agreement between themselves remove the Agent, at any time and for any reason, and appoint a successor escrow agent. Such removal shall not be effective until thirty (30) days after written notice thereof if provided to Agent.
7. Agent may at any time and for any reason resign as escrow agent by giving written notice to Government Capital Corporation and the Issuer of its intention to resign and of the proposed date of resignation, which date shall be not less than thirty (30) days after giving the Issuer and Government Capital Corporation written notice of intent to resign, nor less than thirty (30) days after being appointed by Government Capital Corporation and the Issuer.
8. Agent shall have no obligation under the terms of this Escrow Agreement to make any disbursement except from the Fund. Agent makes no warranties or representations as to the Property or as to performance of the obligations of Government Capital Corporation or the Issuer under this Escrow Agreement.
9. Agent shall be entitled to rely in good faith upon any documents signed by a party hereto and shall have no duty to investigate the veracity of such documents. Agent (i) may assume that any person giving notice pursuant to the terms hereof is authorized to do so and (ii) shall not be liable for good faith reliance thereon.
10. To the limited extent required to perfect the security interest granted by the Issuer to Government Capital Corporation in the cash and negotiable instrument from time to time comprising the Fund, Government Capital Corporation hereby appoints the Agent as its security agent, and the Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash negotiable instruments on behalf of Government Capital Corporation.
11. This Escrow Agreement may be amended by written agreement executed by all the parties.
12. This Escrow Agreement may be executed in several counterparts, each of which shall be an original.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

Government Capital Corporation:

BY: _____
Authorized Signer

The Issuer: City of Farmersville

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

Agent: _____

BY: _____
Agent Rep, Agent Rep Title

ESCROW AGREEMENT - SCHEDULE 1

Public Property Finance Act Contract **No.6776** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and **the Issuer**, City of Farmersville

Dated as of October 14, 2014

ESCROW DISBURSEMENT REQUEST FORM

_____, acting as escrow agent (the "Agent") under the Escrow Agreement dated as of October 14, 2014 (Escrow Date), by and among the Agent, Government Capital Corporation and City of Farmersville, is hereby requested to pay to the person or corporation designated below as Payee the sum set forth below in payment of the acquisition and installation costs of the property described below. The amount shown below is due and payable under the invoice of Payee with respect to the described property and has not formed the basis for any prior request for payment.

PAYEE: _____

AMOUNT: _____

DESCRIPTION OF PROPERTY: _____

INVOICE # _____ DATED: _____

Indicate Method for Payment Disbursement:

_____ Overnight Check ***

_____ Regular Mail Check

_____ Wire Funds

Mailing Address: _____

Wire Instructions: _____

[***Please note that there might be a fee charged for overnight delivery. This fee will be deducted from the Escrow Balance before disbursement is made.]

By Issuer: City of Farmersville

Joseph E. Helmberger, P.E., Mayor

By: Government Capital Corporation or its Assigns

Authorized Signer

ACCEPTANCE CERTIFICATE

City of Farmersville as purchaser under that certain Finance Contract dated as of October 14, 2014 ("Agreement Date") (the "Finance Contract"), hereby acknowledges receipt in good condition of all the property described on the attached Vendor Invoice(s), hereby accepts such property and hereby certifies that Government Capital Corporation has fully and satisfactorily performed all covenants and conditions to be performed by it under the Finance Contract with regard to such property, and that such property constitutes all or a portion of the Property as that term as defined in the Finance Contract.

Date: _____, 2014.

By Issuer: City of Farmersville

Joseph E. Helmberger, P.E., Mayor

For Issuer: City of Farmersville



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Consider, discuss and act upon a contract amendment with Collin County for EMS Services

- A contract amendment is attached for review

ACTION: Approve or disapprove contract as presented.



Contract Amendment

One (1)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Farmersville
Attn: City Mayor
205 S. Main St.,
Farmersville TX. 75442

Contract Provide EMS City of Farmersville
Contract No. 2014-286

Effective Date 1-Nov-13

Awarded by Court Order No.: 2014-448-07-28
Contract Amendment Court Order No 1.: _____
Contract Amendment Court Order No 2.: _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

1. Extend contract at the same terms and conditions of the contract of November 1, 2014 through October 31, 2015.
2. Payment for contract year November 1, 2014 through October 31, 2015 is \$39,578.05. Payment will be made quarterly in three (3) equal installments of \$9,894.51 and one (1) installment of \$9,894.52 due per the agreement.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

City of Farmersville

(print name)
205 S. Main St.,
Farmersville TX. 75442

SIGNATURE

TITLE:

DATE:

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains, CPPO, CPPB

Purchasing Agent

DATE: _____

EXHIBIT A
FY 2015 EMS CONTRACT

Fire District/City	Unincorporated	Incorporated	% of Pop	TOTAL	AREA (ML)	Coalition	EMS Provider	City Annual Costs	Quarterly Payment	County Costs
Anna	1,904	9,116	15%	11,020	42.05	Northern	AMR	\$ 124,154.68	\$ 31,038.67	\$ 25,931.38
Blue Ridge	2,384	974	2%	3,358	69.75	Eastern	AMR	\$ 13,265.32	\$ 3,316.33	\$ 32,468.71
Branch	3,236	0	0%	3,236	9.30	Eastern	AMR		\$ -	\$ 44,072.46
Farmersville	3,951	2,906	5%	6,857	79.99	Eastern	AMR	\$ 39,578.05	\$ 9,894.51	\$ 53,810.35
Josephine	1,899	1,172	2%	3,071	32.38	Eastern	AMR	\$ 15,961.97	\$ 3,990.49	\$ 25,863.29
Lowry Crossing	1,507	1,705	3%	3,212	12.86	Eastern	AMR	\$ 23,221.12	\$ 5,805.28	\$ 20,524.47
Melissa	1,710	5,792	10%	7,502	27.73	Northern	AMR	\$ 78,883.71	\$ 19,720.93	\$ 23,289.22
Nevada	3,559	885	1%	4,444	30.42	Eastern	AMR	\$ 12,053.19	\$ 3,013.30	\$ 48,471.53
Princeton	4,559	7,690	13%	12,249	52.99	Eastern	AMR	\$ 104,733.38	\$ 26,183.34	\$ 62,090.96
Royse City	827	0	0%	827	13.73	Eastern	AMR		\$ -	\$ 11,263.26
Westminster*	1,879	14	0%	1,893	29.84	Northern	AMR		\$ -	\$ 25,781.57
Weston	1,784	388	1%	2,172	51.18	Northern	AMR	\$ 5,284.34	\$ 1,321.08	\$ 24,297.05
TOTAL	29,199	30,642	51.18%	59,841	452.22			\$ 417,135.74		\$ 397,864.26
TOTAL COSTS FOR SERVICES FOR THE YEAR - \$815,000										

Contract Rate \$815,000
 *Westminster Fire District contains Anna annexations
 * Collin County is responsible for incorporated Westminster

Rate per person \$13.6194

\$ 815,000.00



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Consider, discuss and act upon an agreement with Collin County regarding funding for the Rike Library

- An agreement is presented for review.

ACTION: Approve or disapprove the agreement as presented.

THE STATE OF TEXAS

COUNTY OF COLLIN

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF COLLIN
AND
THE CHARLES J. RIKE MEMORIAL LIBRARY**

I.

This agreement is made and entered by and between Collin County, a political subdivision of the State of Texas, hereinafter referred to as the "**COUNTY**" and the Charles J. Rike Memorial Library; hereinafter referred to as the "**LIBRARY**".

II.

The **COUNTY** and **LIBRARY** agree as follows:

The **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens and residents of Collin County.

The **LIBRARY** is a City Council created entity established for administering and providing library services for the general public in Collin County, Texas.

The undersigned officers or agents of the **COUNTY** and the **LIBRARY** are properly authorized officials and agents and each has the necessary authority to execute this contract on behalf of said agent's principal and that any necessary resolutions or orders extending said authority have been duly passed and are now in full force and effect.

The **COUNTY** agrees to fund the **LIBRARY** in the amount of \$15,308.17 for the 2015 fiscal year (October 2014 through September 2015) of the **COUNTY**, under the conditions and terms set out herein.

In exchange for said funds provided by the **COUNTY**, the **LIBRARY** will provide the following services to the citizens of Collin County for the year of 2015:

The **LIBRARY** shall continue to provide full library services for residents of Collin County, Texas, without distinction between those who reside within or without an incorporated area of the county.

The **LIBRARY** shall perform such other functions and duties as may be required of it by law or by lawful authority.

All benefits and services provided by the **LIBRARY** and the administration of its program or programs shall be done in conformity with all State and Federal Laws and without regard to race, religion, gender or ethnic background of the persons being served, and without regard to the immigration status of the persons being served.

All funds provided to the **LIBRARY** by the **COUNTY** shall be used solely for library services to the public.

The **LIBRARY** shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures and shall permit inspection and copying of said records by authorized agents of the Commissioners' Court, District Attorney and County Auditor of Collin County, Texas from 8:00 A.M. to 5:00 P.M. Monday through Friday of each week (except officially recognized holidays).

Further, the **LIBRARY** agrees to submit to audits by the County Auditor in accordance with the directions of said official.

The **LIBRARY** shall comply with the Texas Open Records Act and the Texas Open Meetings Act, provided that matters and records deemed confidential by law shall not be compromised.

For the aforementioned services provided by the **LIBRARY**, the **COUNTY** agrees to pay to the **LIBRARY** for the full performance of this agreement the annual amount of \$15,308.17; to be paid on a quarterly basis. The **LIBRARY** understands and agrees that payment by the **COUNTY** to the **LIBRARY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY**, and in conformance with applicable state law.

Neither of the parties to this agreement waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The **LIBRARY** is not given authority by this contract to place the **COUNTY** under any manner of legal obligation to any third party, person, entity or agency, and is not hereby made an agent of the **COUNTY** for the purpose of incurring liability. The **LIBRARY** does not have under this agreement authority or legal capacity to admit or confess error or liability on behalf of the **COUNTY**.

The effective date of this agreement shall be the day that it is signed by both parties.

This agreement and any of its terms and provisions, as well the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

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

EXECUTED in duplicate originals this, the ____ day of _____, 2014.

BY: _____
The County Judge of Collin County, Texas

BY: _____
The Authorized Representative of
The Charles J. Rike Memorial Library

Date



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Consider, discuss and act upon a resolution appointing the newspaper of major circulation

- A resolution is presented for review.

ACTION: Approve or disapprove the resolution as presented.

**CITY OF FARMERSVILLE
RESOLUTION # R-2014-1014-002**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, DESIGNATING THE FARMERSVILLE TIMES AS THE OFFICIAL NEWSPAPER FOR THE CITY FOR THE FISCAL YEAR OF 2014 – 2015.

WHEREAS, the City of Farmersville publishes captions of ordinances, notifications of public hearings, and other public notices as required by law; and

WHEREAS, the goal of the City Council is to improve communications between the city and the citizens by providing information on City activities including City projects, the adoption of ordinances, and public hearings; and

WHEREAS, the City of Farmersville must designate an official newspaper;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS that the *Farmersville Times* be designated as the official newspaper for the City of Farmersville for fiscal year 2014 – 2015.

PASSED AND APPROVED this the 14th day of October, 2014.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



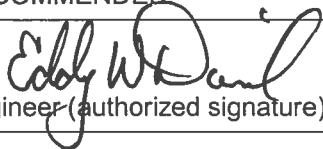
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Consider, discuss and act upon a street projects through the General Obligation Bond

- A Change Order for Orange Street is included for your review
- City Manager Ben White will discuss this issue.

ACTION: Approve or disapprove the Change Order or other items as presented.

Change Order

Number: 01

Date of Issuance:		Effective Date:	
Project: Asphalt Overlay	Owner: City of Farmersville	Owner's Contract Number:	
Contract: Asphalt Overlay Project		Date of Contract:	
Contractor: Advanced Paving Company		Engineer's Project Number:	
The Contract Documents are modified as follows upon execution of this Change Order:			
Description: Pulvarization, cement stabilization, and installation of 2" asphalt overlay on Orange St			
Attachments: (List documents supporting change): [Advanced Paving Co. Proposal] 09/18/2014			
Change in Contract Price:		Change in Contract Times	
Original Contract Price: \$ 820,977.50		Original contract times: [working] [calendar] days Substantial completion (days or date): Ready for final payment (days or date):	
[Increase][Decrease] from previously approved change orders No. to No. \$ N/A		[Increase][Decrease] from previously approved change orders No. to No. Substantial completion (days): Ready for final payment (days or date):	
Contract price prior to this change order \$ 820,977.50		Contract times prior to this change order Substantial completion (days or date): Ready for final payment (days or date):	
[Increase][Decrease] of this change order \$56,890.08		[Increase][Decrease] of this change order Substantial completion (days or date): Ready for final payment (days or date):	
Contract price incorporating this change order \$ 877,867.58		Contract times with all approved change orders: Substantial completion (days or date): Ready for final payment (days or date):	
RECOMMENDED:	ACCEPTED:		ACCEPTED:
By:  Engineer (authorized signature)	By: Owner (authorized signature)		By: Contractor (authorized signature)
Date:	Date:		Date:
Approved by funding agency (if applicable):			Date:



2257 Joe Field Rd
Dallas, TX 75229
Dallas (972) 245-0000
Ft Worth (817) 921-5642
Toll Free (877) 853-1333
Fax: (972) 247-2011
www.advancedpavingco.com
Facebook: Advanced Paving Company

PROPOSAL

9/18/2014

Proposal Submitted To:

Matthew Boley
DBI
972-784-7777

Job Name & Location:

Orange St.
Farmersville, TX

We hereby submit the following specifications and estimates:

Orange St. (1,685 x 15)

Pulverization and cement stabilization of existing base	2,808 SY	\$ 8.87	\$24,906.96
Installation of 3" asphalt overlay	2,808 SY	\$ 15.93	\$44,731.44

Alternate

Installation of 2" asphalt overlay in lieu of 3".	2,808 SY	\$ 11.39	\$31,983.12
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Exclusions:

Engineering
Excavation

Testing
Erosion Control

Permits
Taxes

Note: Customer is responsible for any applicable tax. If sales tax does not apply, customer must provide an exemption or resale certificate.

Note: Pricing is good for 30 days, but may be accepted at a later date at the sole option of the company. Changes in materials pricing will impact the final price of the contract.

Advanced Paving Company proposes to furnish all labor, equipment and materials - complete in accordance with above specifications.

Payment is due upon completion.

Advanced Paving Company guarantees workmanship and materials for a period stated in each section, exclusive of mechanical damage, abnormal abuse (i.e. damage in front of dumpster area), or chemical spillage.

If the proposal meets with your acceptance, please sign the attached copy of our proposal. Upon acceptance it is understood that the proposal, and the terms and conditions set forth, will constitute full and complete agreement between us.

Accepted as Proposed:
By:

Representative: Eric Anderson
Advanced Paving Company
By:

Title:
Date:

Title: Account Manager
Date:

Please sign as well as initial the Terms & Conditions (attached) and return to us.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Consider, discuss and act upon liability issues in City parks

- City liability insurance is presented for review.

ACTION: Council to act as deemed necessary.

Entity Name Farmersville
Entity ID 4694
Contract Type / ID . . LIAB / 16 10-01-14 to 10-01-15

LIABILITY DECLARATIONS OF COVERAGE

GENERAL LIABILITY

Limits of Liability	: \$ 1,000,000	Each Occurrence
Sudden Events		
Involving Pollution	: \$ 1,000,000	Each Occurrence
	: \$ 2,000,000	Annual Aggregate
Deductible	: \$ 0	Each Occurrence
Annual Contribution	: \$ 4,101	Effective : 10-01-14
Billable Contribution	: \$ 4,101	Anniversary: 10-01-15

LAW ENFORCEMENT LIABILITY

Limits of Liability	: \$ 1,000,000	Each Occurrence
	: \$ 2,000,000	Annual Aggregate
Deductible	: \$ 1,000	Each Occurrence
Annual Contribution	: \$ 5,902	Effective : 10-01-14
Billable Contribution	: \$ 5,902	Anniversary: 10-01-15

ERRORS & OMISSIONS LIABILITY

Limits of Liability	: \$ 1,000,000	Each Wrongful Act
	: \$ 2,000,000	Annual Aggregate
Deductible	: \$ 1,000	Deductible Each Wrongful Act
Annual Contribution	: \$ 8,497	Effective : 10-01-14
Billable Contribution	: \$ 8,497	Anniversary: 10-01-15

TOTAL CONTRIBUTION

Total Billable Contribution	: \$ 18,500	Contract Effective : 10-01-14
		Contract Anniversary: 10-01-15

Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

PART III

GENERAL LIABILITY COVERAGE

I. INSURING AGREEMENT

The **Fund** will pay on behalf of the **Member** or **Covered Party** all sums which the **Member** or **Covered Party** shall become legally obligated to pay as **damages** arising out of an **occurrence** that takes place during the **Fund Year** and within the **Agreement Territory**:

- A. Because of **bodily injury, property damage, advertising injury, or personal injury** to which this coverage applies as stated in the **Agreement**, including **claims** within the **completed operations hazard** and the **products hazard**; and
- B. Because of **bodily injury** that arises from rendering or failure to render:
 - 1. Incidental medical services or first aid (including transportation) at the scene of an accident or injury by any **Covered Party** not regularly engaged in the medical profession;
 - 2. Medical services (including transportation) by emergency medical technicians, paramedics, nurses, and aides employed by or volunteering on behalf of the **Member's** emergency medical service, if any, while in the course of their employment or duties as such; or
 - 3. Medical services or treatments administered on behalf of the **Member's** public health district, local health units, or local health department by the following employees or volunteers of a **Member** and performed at a location not providing 24-hour overnight bed care;
 - a. Licensed medical professional employees and volunteers of the **Member** other than physicians, surgeons and dentists; and
 - b. Non-licensed employees and volunteers of the **Member** trained to perform specific medical services or treatments.

The coverage provided under this paragraph shall be excess over any policy of insurance that provides coverage for the **Covered Party** identified in a. and b. of this paragraph and applies only after all

other available insurance coverage is exhausted.

II. COVERED PARTIES

Each of the following is a **Covered Party** under this Part of the Liability Coverage Document to the extent set forth below:

- A. The **Member**;
- B. Any officer, director, elected or appointed official, any member of a board or commission of the **Member**, and any employee of the **Member**, when such person is acting within the scope of their duties or employment as such; and
- C. Any volunteer while acting within the scope of duties assigned by the **Member** and while under the general supervision of an officer, director, elected or appointed official, member of a board or commission of the **Member**, or an employee of the **Member**.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **Members** or **Covered Parties** under this **Agreement**, (2) persons or organizations who sustain **bodily injury, property damage, personal injury or advertising injury**, or (3) **claims** made or suits brought on account of **bodily injury, property damage, personal injury, or advertising injury**, the **Fund's** liability for the applicable **Fund Year** is limited as follows:

- A. The total liability for the **Fund** for all **damages**, including **damages** for care and loss of services, because of **bodily injury, property damage, personal injury, or advertising injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of liability stated in the **Declarations** for General Liability for the applicable **Fund Year** as applicable to "each **occurrence**."
- B. With respect to the **Member's** liability arising out of any **joint venture** to which this coverage applies, the **Fund** shall not be liable for an amount greater than the pro rata share of any **damages** based on the number of participants in the **joint venture**, unless the **Member's** liability is expressed otherwise contractually in the **joint venture** agreement.
- C. For the purpose of determining the limits of the **Fund's** liability, all **bodily injury, proper-**

ty damage, personal injury, and advertising injury arising out of continuous or repeated exposure to substantially the same general conditions or continuous or repeated publication or dissemination of substantially the same information shall be considered as arising out of one **occurrence**.

- D. Subject to the above provisions applicable to each **occurrence**, the total liability of the **Fund** for all **damages** because of **bodily injury, property damage, advertising injury, or personal injury**, regardless of the number of **occurrences** taking place during the **Fund Year**, shall not exceed the limit of liability stated in the **Declarations** for the applicable **Fund Year** as "aggregate."

IV. EXCLUSIONS

- A. For the purpose of General Liability Coverage only, Exclusion B of the "Exclusions Applicable to All Coverages" shall not apply with respect to:

1. **Bodily injury** that arises at an airport or while on board an **aircraft**, which is on the ground, from rendering or failure to render:
 - a. Incidental medical services or first aid (including transportation) at the scene of an accident or injury by any **Covered Party** not regularly engaged in the medical profession; or
 - b. Medical services (including transportation) by emergency medical technicians, paramedics, nurses, and aides employed by the **Member's** emergency medical service, if any, while in the course of their employment as such;
2. Any premises which, although on premises designated as airport premises, are separate and distinct from those premises normal and customary to the operation of an airport or ownership, servicing, maintenance, or operation of **aircraft**.

- B. In addition to those other matters excluded from coverage in the "Exclusions Applicable to All Coverages," this General Liability Coverage does not apply to:

1. Any **occurrences, claims, or damages** arising out of the **law enforcement activities** of the **Member** or any **Covered Party** including, but not limited to, the prevention and control of crime, but this Exclusion shall not apply to losses which arise solely from defects in premises oc-

cupied by or used by law enforcement or police departments;

2. The ownership, operation, use, loading, unloading, or maintenance of an **automobile**;

3. Any **occurrences, claims, or damages** for which coverage is otherwise afforded, or would have been afforded if the **Member** had elected the coverage under the Automobile Liability, Law Enforcement Liability, or Errors and Omissions Liability Coverages, it being intended by the parties that this coverage not overlap nor apply in addition to those coverages to the same **occurrences, claims, or damages**; and

4. **Claims** or **suits** against the **Member** or **Covered Party** for the recovery of **damages** or attorney fees based upon the **Member's**:

- a. Enactment or enforcement of allegedly invalid, unlawful or discriminatory ordinances, regulations, requirements, or restrictions; or
- b. Alleged noncompliance with or violation of applicable municipal, state, or federal laws and regulations, unless such noncompliance or violation results in actual physical **damages** to property or actual **bodily injury** to a person.

5. Any medical services performed at any location specifically designed or used for the purpose of providing such medical services, including all hospitals and other medical facilities where overnight medical care is provided or any clinic where emergency medical services are provided, but this Exclusion shall not apply to losses arising out of operations of emergency medical personnel who are not employees of such medical facility, while in training, or moving injured persons into or out of such facility, except that the coverage shall be excess of any other insurance available to the **Member** or **Covered Party**.

6. Any **occurrences, claims, or damages** arising from employment matters with employees or officials of the **Member**.

- C. For the purpose of this coverage only, subparagraph 1.d(1) of the Exclusion D of the "Exclusions Applicable to All Coverages" shall not apply to **bodily injury** or **property damage** arising out of the escape of fuel, lub-

ricants, or other operating fluids that are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants, or operating fluids escape from a vehicle part designed to hold, store, or receive them. Subparagraph 1.d(1) of said Exclusion D shall apply if the fluids, lubricants, or other operating fluids are intentionally discharged, dispersed, or released, or if such fuels or lubricants or other operating fluids are brought on or to the premises, site, or location with the intent to be discharged, dispersed, or released as part of the operations being performed by the **Member** or any contractor or subcontractor.

PART VIII

EXCLUSIONS APPLICABLE TO ALL COVERAGES

Unless otherwise provided in the **Agreement, Declarations**, under specific coverages, or by endorsement, the coverage provided in this **Agreement** does not apply to or provide coverage for the following:

- A. **Claims or suits for damages** arising out of the ownership, maintenance, operation, use, loading, or unloading of any **aircraft** owned or operated by or rented or loaned to any **Member or Covered Party**;
- B. Liability arising out of the ownership, maintenance, or use of any airport;
- C. **Claims or suits for damages** claimed as a result of the **Member's** failure to supply gas, oil, water, electricity, waste water service, or steam or the **Member's** failure to supply sufficient gas, oil, water, electricity, or steam to meet demand. This Exclusion does not apply if the failure to supply sufficient quantities results from the sudden and accidental injury to tangible property owned or used by the **Member** to procure, produce, process, or transmit the gas, oil, water, electricity, waste water, or steam;
- D. 1. **Claims or suits for damages** arising out of the actual, alleged, or threatened discharge, seepage, migration, dispersal, release, or escape of pollutants:
 - a. At or from any premises, site, or location which is or was at any time owned, rented, or occupied by the **Member**;
 - b. At or from any premises, site, or location which is or was at any time used by or for the **Member** or others for the handling, storage, disposal, processing, or treatment of waste;
 - c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **Member** or any person or organization for whom the **Member** may be legally responsible;
 - d. At or from any premises, site, or location on which the **Member** or any contractors or subcontractors working directly or indirectly on the **Member's** behalf are performing operations:
 - 1) If the pollutants are brought on or to the site or location in connection with such operations by the

Member, contractor, or subcontractor; or

- 2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to, or assess the effects of the pollutants; or
- e. Which arises from exposure included within the **completed operations hazard**.

Subparagraphs a. and d.(1) of paragraph 1. of this Exclusion do not apply to **bodily injury** or **property damage** caused by heat, smoke, or fumes from a hostile fire. A hostile fire means one which becomes uncontrollable or breaks out from where it was intended.

This Exclusion D.1. shall not apply to the **claims** within the **products hazard**.

This Exclusion D.1. shall not apply to any **claim** or **suit for damages** which resulted from a **sudden event** that takes place during the **Fund Year** and within the **Agreement Territory**, and which was caused by an actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants.

"Sudden event" shall mean an **accident** where the pollution resulting therefrom and the injury resulting from such pollution all occur within 45 days following the **accident**. A related series of **accidents** shall be deemed to be a single event. In the case of a related series of **accidents**, the **sudden event** shall be deemed to have taken place when the first **accident** in the related series of such **accidents** took place. **"Accident"** shall mean an abrupt discharge, dispersal, release, or escape of **pollutants** neither expected nor intended from the standpoint of the **Member** or **Covered Party**.

Subject to the provisions in this **Agreement** concerning limits of liability applicable to each **occurrence** under the General Liability Coverage and the limits of liability for each **occurrence** stated in the **Declarations** for **sudden events** involving **pollutants**, the total liability of the **Fund** for all **damages** resulting from **bodily injury**, **property damage**, or **personal injury** within the **sudden event** exception described above, regardless of the number of **sudden events**, shall not exceed the limits of liability stated in the **Declarations** for the applicable

Fund Year as "aggregate" for General Liability Coverage.

2. Any loss, cost, or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Member** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to, or assess the effects of **pollutants**.

"Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste, but does not include chlorine used for the treatment of water at swimming pools, water treatment plants, or sewage treatment plants. Waste includes materials to be recycled, reconditioned, or re-claimed;

- E. **Claims or suits** due to war, whether or not declared, civil war, insurrection, rebellion, or revolution or to any act or condition incident to any of the foregoing;
- F. Any obligation for which the **Member** or any carrier as its insurer may be held liable under the workers' compensation, unemployment compensation, or disability benefits laws, or under any similar laws; nor any **claims** or **suits** by or **damages** to volunteers, elected officials, or appointed officials if the **Member** provided coverage to the volunteer, elected official, or appointed official under the above laws;
- G. **Claims or suits for damages** due to **bodily injury** to any employee of the **Member** arising out of and in the course of his or her employment by the **Member**; provided, however, this Exclusion shall not apply to **claims** asserted under the Jones Act, 46 U.S.C. §688, or liability assumed by the **Member** under a **covered contract** to indemnify another against **claims, suits, or damages** due to **bodily injury** to an employee of the **Member**;

H. Claims or suits for property damage to:

1. Personal property rented or leased by a **Member** or **Covered Party**, or equipment on loan to the **Member** or **Covered Party**;
2. Real property or to structures or portions thereof rented to or occupied by the **Member** or **Covered Party**, including fixtures permanently attached thereto. This Exclusion shall not apply to **property damage** caused by a **Covered Party's** negligence to real property rented to the **Member** or **Covered Party**;
3. Property while on premises owned by or rented to the **Member** or **Covered Party**

for the purpose of having operations performed on such property by or on behalf of the **Member**;

4. Property in the custody of the **Member** or **Covered Party** which is to be installed, erected, or used in construction by the **Member**;
5. Work performed by or on behalf of the **Member** or **Covered Party** arising out of such work or any portion thereof, or out of such materials, parts, or equipment furnished in connection therewith;
6. That particular part of any property, not on premises owned by or rented to the **Member** or **Covered Party**, upon which operations are being performed by or on behalf of the **Member** or **Covered Party**;
7. Property being used by the **Member** or **Covered Party**, or in the care, custody, or control of the **Member** or **Covered Party**, or as to which the **Member** or **Covered Party** is for any purpose exercising physical control, except for **property damage** by fire to real property rented to the **Member** or **Covered Party** to the extent addressed under Paragraph H.2. above. This Exclusion shall not apply to **commandeered automobiles** or **commandeered boats** or to the coverage provided under Part V of this **Agreement** entitled "Automobile Physical Damage Coverage;" or
8. Real property which the **Member** has sold, given away, or abandoned, if the **property damage** arises out of any part of that real property;
- I. **Claims or suits for damages** due to loss of use of tangible property which has not been physically injured or destroyed resulting from:
 1. A delay in or lack of performance by or on behalf of the **Member** of a **contract** or agreement; or
 2. The failure of the **Member's Products** or work performed by or on behalf of the **Member** to meet the level of performance, quality, fitness, or durability warranted or represented by the **Member**.

But this Exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Member's products** or work performed by or on behalf of the **Member** after such products or work have been put to use by any person or organization other than the **Member**;

J. **Claims or suits for property damage** to the **Member's products** arising out of such products or any part of such products;

K. **Claims or suits for damages** claimed for or due to the withdrawal, inspection, repair, replacement, or loss of use of the **Member's products** or work completed by or for the **Member** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

L. **Damages**, fines, civil penalties, or attorneys' fees for which the **Member** or **Covered Party** is obligated to pay by reason of the assumption of liability under any ordinance, resolution, or **contract**. This Exclusion does not apply to liability:

1. That the **Member** would have in absence of the **contract**; or

2. For **bodily injury** or **property damage** assumed in a **contract** that is a **covered contract**, provided the **bodily injury** or **property damage** occurs after the execution of the **contract**. Solely for the purpose of liability assumed in a **covered contract**, reasonable attorneys' fees and litigation expenses incurred by or for a party other than the **Member** are deemed to be **damages** because of **bodily injury** or **property damage**, provided:

a. Liability to such party for, or the cost of, that party's defense has also been assumed in the same **covered contract**; and

b. Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **damages** to which this coverage applies are alleged.

In no event shall there be coverage for liability assumed under a **covered contract** if the **occurrence**, conduct, **wrongful act**, **claim**, or **damages** is otherwise excluded from coverage under this **Agreement**. In no event shall there be coverage for liability to indemnify another for punitive or exemplary damages of whatever kind or nature;

M. Any **claim** or **suit** for breach of **contract** to which a **Covered Party** is a party or third-party beneficiary, or failing to procure a bond as required by law.

For purposes of this Exclusion, the term "**contract**" shall include express **contracts**, implied in fact **contracts**, and implied in law **contracts**;

N. Any **claims** or **suits** for **damages** due to:

1. The rendering of or failure to render:

a. Medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith; or

b. Any service or treatment conducive to health of a professional nature;

2. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;

3. The handling of or performing of autopsies; or

4. Any liability of any **Member** or **Covered Party** arising out of the **Member's** ownership, operation, control, or direction of any hospital or other premises providing medical services where overnight bed care is provided.

In reference to subparagraphs 1, 2, and 3 above, coverage shall not be excluded to the extent specifically provided by paragraph B of Section I of Part III, General Liability Coverage;

O. The liability of the **Member** or any **Covered Party** arising out of its activities or participation in a **joint venture** with others involving amusement parks, skateboard facilities, dams and water reservoirs, jails, prisons or any facility utilized to confine or detain those confined under legal process, nursing homes and sanitariums, day care for minors (other than temporary recreation programs), electric or gas utility operations, railroads, sewage treatment plants, water treatment plants, wharves, or other facilities for boats or vessels unless:

1. Disclosed in the application for coverage for the applicable **Fund Year**; or

2. If commenced during the **Fund Year**, reported to the **Fund** within 30 days of commencement and the appropriate additional contribution paid to the **Fund**;

P. **Claims** or **suits** for:

1. **Damages** arising out of any publication or utterance, if the first injurious publication or utterance of the same or similar material by or on behalf of the **Member** was made prior to the effective date of this coverage; or

2. **Damages** arising out of any publication or utterance of material concerning any person or organization or goods, products, or services, or in violation of an individual's right of privacy, made by or at the direction of the **Member** or **Covered Party** with actual malice;

3. **Damages** arising out of:

- a. Failure of performance of a **contract**, but this Exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied **contract**;
- b. Infringement of trademark, service mark, or trade name, other than titles or slogans, by use thereof on or in connection with goods, products, or services sold, offered for sale, or advertising; or
- c. Incorrect description or mistake in advertised price of goods, products, or services sold, offered for sale, or advertised;

4. **Damages** arising out of an offense committed by any **Member** or **Covered Party** in the business of advertising, broadcasting, publishing, or telecasting;

Q. Claims or suits for damages arising from:

1. Any dishonest, fraudulent, criminal, or malicious act or omission of any **Member** or **Covered Party**;
2. Acts or omissions performed by a **Covered Party** for personal financial gain; or
3. Acts or omissions by a **Covered Party** who knowingly violated a rule, regulation, ordinance, or law of the **Member** or the State of Texas or of the United States;

R. Any claim or suit for damages, or portion thereof, for back salary or wages, front pay in lieu of reinstatement, any **damages** under the Fair Labor Standards Act or Texas Minimum Wage Act, any employment benefits, or any other benefits wrongfully withheld.

Notwithstanding the foregoing, the **Fund** shall pay as **damages** 50% of back salary or back wages, not to exceed a maximum payment by the **Fund** of \$25,000, for **Members** participating in the **Fund** for Errors and Omissions Coverage. Such payment shall be subject to the terms, conditions, limits of liability, and deductible for Errors and Omissions Coverage. However, the **Fund** shall not pay any back salary or back wages unless such are awarded in con-

nection with other **damages** covered under Errors and Omissions Coverage and shall not pay any **damages** or wages awarded under the Fair Labor Standards Act, the Texas Minimum Wage Act, any civil service statute, or any collective bargaining agreement;

S. Fines imposed by law, or matters which may be deemed uninsurable under the law pursuant to which this **Agreement** shall be construed;

T. Claims or suits based:

1. On the Texas Private Real Property Rights Preservation Act; or
2. Upon the operation of the principles of eminent domain, including condemnation proceedings or inverse condemnation by whatever name called, whether such liability accrues directly against the **Member** or by virtue of any agreement entered into by or on behalf of the **Member**;

U. Any claim or suit for damages whether direct, indirect, or consequential to any exposure to asbestos or lead, nor shall the **Fund** have the duty to defend any such action. This Exclusion shall not apply to the claims within the **products hazard**.

V. Claims or suits for damages arising out of the ownership, maintenance, operation, use, loading, or unloading of any watercraft in excess of 26 feet in length owned or operated by or rented or loaned to any **Member** or **Covered Party**; but this Exclusion does not apply to watercraft while ashore on premises owned by, rented to, or controlled by the **Member**;

W. Any claims or suits for damages, including **suits** for devaluation of property based upon the **Member's** or **Covered Party's** exercise of or failure to exercise its zoning or subdivision regulatory powers, except where or to the extent that such **claim** or **suit** seeks **damages**, unless otherwise excluded from coverage under this **Agreement**;

X. Claims or suits against the **Member** or **Covered Party** which do not seek civil **damages** or monetary relief other than costs of court or attorneys' fees for prosecuting the **suit**, such as, but not limited to: criminal prosecutions and proceedings; election contests; actions for injunctions or declaratory judgments; actions to enforce or invalidate ordinances, city charter provisions, or code provisions; actions specifically to enforce or invalidate **contracts** with the **Member** or between the **Member** and others; actions by government agencies against the **Member** or **Covered Party** to require compliance with applicable law or regulation; and

actions by any person seeking exemption from applicable ordinances or regulations of the **Member**; except **claims** or **suits** filed with the Equal Employment Opportunity Commission, the Texas Work Force Commission Civil Rights Division, or any state or local commission created to enforce anti-discrimination in employment laws shall not be excluded;

Y. Liability assumed under a contract:

1. If the **Member** or **Covered Party** is acting in the capacity of or providing the services of an architect, engineer, or surveyor, for **damages** arising out of the rendering or providing or failure to render or provide such architect, engineer, or surveyor services by such **Covered Party**, including:
 - a. The preparation or approval of maps, plats, drawings, opinions, reports, surveys, change orders, designs, or specifications; and
 - b. Supervisory, inspection, or engineering services;
2. If the indemnitee of the **Member** or **Covered Party** is an architect, engineer, or surveyor, to the liability of the indemnitee, his or her agents or employees, arising out of:
 - a. The preparation or approval or the failure to prepare or approve maps, plats, drawings, opinions, reports, surveys, change orders, designs, or specifications; or
 - b. The giving of or the failure to give directions or instruction by the indemnitee, his or her agents or employees, provided such giving or failure to give is the primary cause of the **damages**; and
3. That indemnifies any person or organization for **damage** by fire to premises rented or loaned to the **Member** or **Covered Party**;

Z. Claims or suits for damages of any kind or character arising out of the bursting, breach, failure, or structural defect of any dam or water reservoir disclosed each **Fund Year** in the application for coverage under this **Agreement** and for which coverage would otherwise be provided under this **Agreement**, where such bursting, breach, or failure occurs while the dam is classified as "unsafe" by the United States Army Corps of Engineers, the Texas Water Commission, or successor agencies; and

AA. Claims or suits for damages of any kind or character by the **Member** against any of the **Member's** officers, elected or appointed officials, any member of a board or commission of the **Member**, any volunteer of the **Member**, any agent of the **Member**, any employee of the **Member**, or any non-profit organization added by endorsement as a **Covered Party** by virtue of the **Member's** participation in the **Fund**.

BB. Any claim or suit for damages, or portion thereof, for the refund of taxes, assessments, fees, or charges as a result of an improper or illegal levy, tax, imposition, assessment, or valuation of property or for the refund of any governmental grant or subsidy.

CC. Claims or suits for damages based on physical or architectural barriers in violation of Title II of the Americans with Disabilities Act, Chapter 504 of the Rehabilitation Act of 1973, or Chapter 121 of the Texas Human Resources Code, including any amendments to those laws.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Consider, discuss and act upon electric rates

- City Manager will discuss this item.

ACTION: Council to act as deemed necessary.

Area Electrical Rate Comparisons

Power Company	Total Cost (\$)	Effective Rate (\$/kW-Hr)
Greenville Electric Utility System	37,639.56	0.17
Garland Power & Light	38,485.47	0.17
Denton Municipal Electric	33,308.41	0.15
Texas New Mexico Power	31,523.90	0.14
Farmersville Electric (With Ratchet)	29,973.84	0.13
Farmersville Electric (Without Ratchet)	27,514.04	0.12

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-0408-001**

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 74, "UTILITIES," BY AMENDING THE TITLE OF ARTICLE II FROM "WATER AND SEWER CHARGES" TO "WATER, SEWER AND ELECTRIC CHARGES," BY DELETING SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," AND 74-81, ENTITLED "LINE EXTENSION POLICY," IN THEIR ENTIRETY AND REPLACING SAID SECTIONS WITH NEW SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," 74-81, ENTITLED "LINE EXTENSION POLICY," AND BY ADOPTING NEW SECTIONS 74-94, ENTITLED "ELECTRIC - DISTRIBUTED GENERATION," AND 74-95, ENTITLED "AVERAGE PAYMENT PLAN"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville ("City") has determined it is in the best interest of the citizens of the City for the City to take over the maintenance and operations of the City's electric utility; and

WHEREAS, the City desires to update and modify certain parts of the Utilities Chapter of the Code of Ordinances, City of Farmersville, Texas, ("Farmersville Code") as such ordinances apply to the provision of electrical services.

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 74, "UTILITIES," BY AMENDING THE TITLE OF ARTICLE II FROM "WATER AND SEWER CHARGES" TO "WATER, SEWER AND ELECTRIC CHARGES."

From and after the effective date of this Ordinance, the title of Article II, "Water and Sewer Charges," of Chapter 74, entitled "Utilities," is hereby amended to read "Article II. Water, Sewer and Electrical Charges."

SECTION 3: AMENDMENT OF CHAPTER 74, "UTILITIES," BY DELETING SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," AND 74-81, ENTITLED "LINE EXTENSION POLICY," IN THEIR ENTIRETY AND REPLACING SAID

SECTIONS WITH NEW SECTIONS 74-79, ENTITLED "ELECTRIC SERVICE," 74-80, ENTITLED "POWER COST ADJUSTMENT (PCA) FOR ELECTRIC SERVICE," AND 74-81, ENTITLED "LINE EXTENSION POLICY."

From and after the effective date of this Ordinance, Sections 74-79, 74-80, and 74-81 are deleted in their entirety and replaced with new Sections 74-79, entitled "Electric Service," 74-80, entitled "Power Cost Adjustment (PCA) for Electric Service," and 74-81, entitled "Line Extension Policy" to read as follows:

"Sec. 74-79. Electric service.

Each month the City shall charge and collect for residential and commercial electric service the amounts hereinafter set out, based on the following rates:

(1) Residential rate (Schedule R).

- a. *Applicable.* Applies to all Residential Customers billed through one meter. Service will be furnished under this rate schedule subject to the established rules and regulations of the city covering this type of service.
- b. *Character of service.* Alternating current, 60 cycles per second, single-phase, 120/240 volts.
- c. *Rate.*
Customer charge: A minimum monthly charge as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged..
Energy Charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.
- d. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.
- e. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, required payments to governmental entities or for governmental or municipal purposes which are levied or imposed or otherwise required by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived.
- f. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to

fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.

(2) *Small commercial rate (Schedule SC).*

- a. *Applicable.* Applies to all non-residential Customers billed through one meter whose monthly peak demand is less than or equal to 25 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
- b. *Character of service.* A. C., 60 cycles per second, single-phase, 120/240 volts; three-phase, 120/240, 120/208, 240/480, 277/480 volts, as available at point of service. Three-phase Customers served via underground primary to pad-mounted transformers are offered only 120/208 or 277/480 volt service.
- c. *Rate.*

Customer charge: A minimum monthly charge as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

Energy charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.
- d. *Billing demand.* Demand meters will be installed on all such Customers if the:
 1. Installed load indicates that demands over 25 kW will be experienced; or
 2. Monthly load exceeds 9,000 kilowatt hours. A Customer on this schedule whose demand exceeds 25 kW for any billing period shall be billed under Schedule MC for the next 12-month period beginning with the current month.

The billing demand shall be the maximum 15 minute kW measured in the month unless otherwise specified in a firm electric service contract agreement, but it shall not be less than 50 percent of the peak demand measured in the 12-month period ending with the current month.
- e. *Power factor.* Should the power factor be lower than 0.97 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.97 to the actual power factor.

- f. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased as necessary to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.
 - g. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.
 - h. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.
- (3) *Medium commercial rate (Schedule MC).*
- a. *Applicable.* Applies to all non-residential Customers billed through one meter whose monthly peak demand is greater than 25 kW and less than or equal to 100 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service.
 - b. *Character of service.* A. C., 60 cycles per second, single-phase, 120/240 volts; three-phase, 120/240, 120/208, 240/480, 277/480 volts, as available at point of service. Three-phase Customers served via underground primary to pad-mounted transformers are offered only 120/208 or 277/480 volt service.
 - c. *Rate.*

Customer charge: A minimum monthly charge as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

Demand charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

Energy charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

- d. *Billing demand.* The billing demand shall be the maximum 15 minute measured kW in the month unless otherwise specified in a firm electric service contract agreement. If at any time the Customer billed under this schedule continues for a period of 12 consecutive months without a demand in excess of 25 kW, Schedule SC shall apply with the first month succeeding such 12-month period. Likewise, a Customer on this schedule whose demand exceeds 100 kW for any billing period shall be billed under Schedule LC for the next 12-month period beginning with the current month.
 - e. *Power factor.* Should the power factor be lower than 0.97 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.97 to the actual power factor.
 - f. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased, as necessary, to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.
 - g. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or ordinances which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.
 - h. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.
- (4) *Large commercial rate (Schedule LC).*
- a. *Applicable.* To all commercial and industrial Customers where service is taken through one meter at one point of delivery and where the peak monthly kilowatt demand is greater than 100 kW. Service will be furnished under this rate schedule subject to the established rules and regulations of the City covering this type of service. Before service is furnished, however, an individual service agreement contract between the Customer and the City may be required outlining all details of the service to be supplied, the

terms of the contract, and the obligations of each party.

- b. *Character of service.* A. C., 60 cycles per second, single-phase, 120/240 volts, three-phase, 120/240, 120/208, 240/480, 277/480, 2400/4160, 7200/12,470 volts, as available at point of service. Three-phase Customers served via underground primary to pad-mounted transformers are offered only 120/208, 277/480, or 2400/4160 volt service.
- c. *Rate.*

Customer charge: A minimum monthly charge as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

Demand charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.

Energy charge: Charges as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.
- d. *Rate adjustments.* Rates under this rate schedule may be adjusted to reflect the Customer's service contract with the City.
- e. *Billing demand.* The billing demand shall be the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50 percent of the peak demand measured in the 12-month period ending with the current month. If at any time a Customer billed under this schedule continues for a period of 12 consecutive months without a demand in excess of 100 kW, unless otherwise specified in a firm electric service contract agreement, Schedule MC shall apply beginning with the first month succeeding such 12-month period.
- f. *Power factor.* Should the power factor be lower than 0.97 lagging, the City may adjust the measured demand by multiplying by the ratio of 0.97 to the actual power factor.
- g. *Primary service.* Where service is taken by the Customer at the City's available primary voltage, and where the Customer owns, operates, and maintains all service facilities, except metering equipment

required to take service at such voltage, a credit of two percent of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.

- h. *Power cost adjustment.* The monthly charges under this rate schedule shall be increased or decreased, as necessary, to reflect the application of a power cost adjustment calculated in accordance with Schedule PCA.
 - i. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or ordinances which were not in effect on the effective date of the ordinance from which this schedule is derived which the City may hereafter have to pay.
 - j. *Curtailment.* The City shall have the right at any and all times to immediately adjust, in whole or part, the supply of electricity to Customers in order to adjust to fuel suppliers for generation of electricity or to adjust to other factors affecting delivered capacity.
- (5) *Security lights.* Security lights, defined as any street light installed within a public right of way or public space, may be installed as approved by Public Works Director or their designee. Installation and monthly service charges shall be assessed as follows:
- a. Customer charge: A minimum monthly charge as established, from time to time, by the master fee schedule as contained in appendix A of this Code shall be charged.
 - b. *Tax adjustment.* The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.

Sec. 74-80. Power cost adjustment (PCA) for electric service.

- (1) *Calculation.* Electric service billed under all applicable rate schedules shall be subject to the application of a power cost adjustment (PCA). The PCA shall be calculated on an annualized basis as follows:

$$PCA = (WC - (P * K) - CF) / S$$

(2) *Definitions.*

PCA = Power cost adjustment factor rounded to the nearest \$0.0001 (\$ per kWh)

WC = Total estimated wholesale purchased power cost on an annualized basis. (\$)

P = Total estimated wholesale energy purchases on an annualized basis. (KWh)

K = Base energy rate. (\$/KWh)

S = Total estimated kWh energy sales to city customers on an annualized basis. (KWh)

CF = Correction factor adjustment to be applied to correct for any variance between actual PCA costs and revenues. The calculation of CF shall be performed on a periodic basis, but not less than quarterly, with the results of this reconciliation applied to the PCA on an as-needed basis to maintain PCA revenues and costs in close proximity. (\$)

The formula for the calculation of the CF shall be as follows:

$$CF = (A) - (B)$$

Where:

(A) = the actual power cost adjustment revenues received from the application of the power cost adjustment for the subject reconciliation period. (\$)

(B) = The actual power cost adjustment costs which should have been recovered from the application of the power cost adjustment for the subject reconciliation period. (\$)

Sec. 74-81. Line Extension Policy

(1) **General Policy**

Farmersville Electric (FE) shall extend its distribution facilities to the Customer/Developer in accordance with the following line extension provisions. Each provision classifies the predominant type of electric service/use anticipated on the Customer's/Developer's premises and specifies conditions under which a line extension may be made. For each location where electric service is desired, the Customer's/Developer's classification involves an evaluation of the type of installation and its use. The Customer's/Developer's classification shall be determined by FE. In the event that the classification assigned by FE is incorrect, based upon the Customer's/Developer's

subsequent actual use of the installation, then FE may alter the Customer's/Developer's classification and apply the correct line extension classification. Appropriate adjustments shall be made to the Customer's/Developer's account or billing.

Service will not be provided, and no work to extend service to the Customer's/Developer's delivery point shall be performed until the Customer/Developer has paid any and all fees or charges associated with the provision of service. This includes engineering fees, Aid-In-Construction (AIC) charges, deposits, and/or other system fees.

FE shall extend its electric facilities only to the point of delivery. Customer/Developer shall install and be solely responsible for wiring of the installation on the Customer's/Developer's side of the point of delivery. The point of delivery shall be the point at which the lines of FE connect to the lines of the Customer/Developer. This will normally be at the service entrance which contains the meter base for the building or other structure.

(2) Residential Line Extensions

FE will construct a new distribution extension consistent with FE's current specifications to serve a residential installation:

A. Applicability.

To qualify as an extension to a single-family residential installation, the location where Customer/Developer is requesting service shall comply with the following provisions:

1. Location must be a permanent installation. To qualify as a permanent location the Customer/Developer will either have a definite plan for, or will have begun the construction of the building or other permanent facility.
2. Location must be a single-family residence.
3. If located within a residential subdivision development the Customer/Developer must have complied with the residential subdivision development policies and paid all costs required therein.

B. Aid-In-Construction.

1. FE shall estimate the amount of engineering required to perform a cost estimate for any new

line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.

2. FE shall estimate the cost for the line extension based on current unit material and labor costs according to FE's current standards and specifications. The estimated cost is the total cost of all construction which shall include, but is not limited to; the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
3. There will be a refundable construction allowance to the Customer/Developer of **\$1,800.00** per meter. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent meter has been installed and the Customer/Developer provides FE a certificate of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.
2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a route covered by an easement.
3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the

agreement of FE, the applicant may perform the clearing or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

(3) Commercial Development less than 10 kW Line Extensions

FE will construct a new extension of its distribution system to provide service to non-residential domestic and commercial developments less than 10 kW where the Customer/Developer requests electric infrastructure to be installed in advance of development of a site or lot by a Customer/Developer, under the following provisions:

A. Applicability.

The following applies to all platted, commercial development with sites or lots for multiple Customers/Developers to be primarily used or developed for permanent non-residential, commercial, retail, and/or office use;

1. The Customer/Developer shall comply with all applicable provisions of the rules and regulations of FE;
2. The Customer/Developer will provide, at no cost, to FE:
 - (a) Right-of-way easements and covenants on Owner's property that are satisfactory to FE;
 - (b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.), notice of construction start dates and construction schedules that are reasonable and industry typical for the type of work to be performed.
 - (c) Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system.
3. Line extensions to each Customer/Developer within the development will be according to the terms and conditions of the appropriate line extension classification.

B. Aid-In-Construction.

1. FE shall estimate the amount of engineering required to perform a cost estimate for any new line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.
2. FE shall estimate the cost of the electric infrastructure adequate to serve all prospective Customers/Developers within the development. This will be determined in advance of development of a site or lot by a Customer/Developer based on current unit material and labor costs for the same type of construction. The estimated cost is the total cost of all construction which shall include, but is not limited to: the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
3. There will be a refundable construction allowance to the Customer/Developer of **\$1,300.00** per meter. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent meter has been installed and the Customer/Developer provides FE a certificate of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.

2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a route covered by an easement.
3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the agreement of FE, the applicant may perform the clearing, or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

(4) Commercial Development Greater than 10 kW Line Extensions

FE will construct a new extension of its distribution system to provide service to commercial/industrial developments greater than 10 kW where the Customer/Developer requests electric infrastructure to be installed in advance of development of a site or lot by a Customer/Developer, under the following provisions:

A. Applicability.

The following applies to all platted, commercial development with sites or lots for multiple Customers/Developers to be primarily used or developed for permanent commercial, industrial, retail, and/or office use;

1. The Customer/Developer shall comply with all applicable provisions of the rules and regulations of FE.
2. The Customer/Developer will provide at no cost to FE:
 - (a) Right-of-way easements and covenants on Owner's property that are satisfactory to FE;
 - (b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.), notice of construction start dates and construction schedules that are reasonable and industry typical for the type of work to be performed.
 - (c) Survey points for grades, lot corners, street right-of-way, and other locations

reasonably necessary for installation of the electric system.

3. Line extensions to each Customer/Developer within the development will be according to the terms and conditions of the appropriate line extension classification.

B. Aid-In-Construction.

1. FE shall estimate the amount of engineering required to perform a cost estimate for any new line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.
2. FE shall estimate the cost of the electric infrastructure adequate to serve all prospective customers within the development. This will be determined in advance of development of a site or lot by a Customer/Developer based on current unit material and labor costs for the same type of construction. The estimated cost is the total cost of all construction which shall include, but is not limited to: the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
3. There will be a refundable construction allowance to the Customer/Developer of **\$3,400** per meter of estimated cost for making the extension. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent meter has been installed and the Customer/Developer provides FE a certificate of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the

Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.
2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a route covered by an easement on FE's standard form.
3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the agreement of FE, the applicant may perform the clearing, or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

D. Large Power Agreement for Electric Service.

The Customer/Developer and FE have the option to enter into a Large Power Agreement for Electric Service when the Customers/Developers peak demand is expected to exceed a diversified load of 150 kW. Both the Customer/Developer and FE have to agree to the Large Power Agreement prior to implementation. This Large Power Agreement is subject to the following provisions:

1. The Customer/Developer shall remain on the rate schedule as provided in the Electric Service Agreement. The electric rates are subject to change.
2. The character of service shall be three-phase, 60 Hertz alternating current, supplied at the voltages available at the point of service.
3. The Customer/Developer shall comply with all applicable provisions of the Rules and Regulations of FE.
4. FE requires a minimum term agreement of 5 years. Longer term agreements can be negotiated between the Customer/Developer and FE.

5. The line extension fees are negotiable under the Large Power Agreement.

(5) Primary Service Line Extensions

FE will construct a new extension of its distribution system to provide service to commercial/industrial developments requesting primary voltage (14.4/25 kV) service when the Customer/Developer requests electric infrastructure to be installed in advance of development of a site or lot by a Customer/Developer under the following provisions:

A. Applicability.

The following applies to all platted, commercial development with sites or lots for multiple Customers/Developers to be primarily used or developed for permanent commercial, industrial, retail, and/or office use;

1. The Customer/Developer shall comply with all applicable provisions of the Rules and Regulations of FE;
2. The Customer/Developer will provide at no cost to FE:
 - (a) Right-of-way easements and covenants on Owner's property that are satisfactory to FE;
 - (b) Site plans (streets, wet utilities, mechanical, electrical, plumbing, and landscaping plans, etc.), notice of construction start dates and construction schedules that are reasonable and industry typical for the type of work to be performed.
 - (c) Survey points for grades, lot corners, street right-of-way, and other locations reasonably necessary for installation of the electric system.
3. Line extensions to each Customer/Developer within the development will be according to the terms and conditions of the appropriate line extension classification.

B. Aid-In-Construction.

1. FE shall estimate the amount of engineering required to perform a cost estimate for any new

line extension. The Customer/Developer shall pay this amount to FE as a retainage prior to any engineering design being performed.

2. FE shall estimate the cost of the electric infrastructure adequate to serve all prospective Customers/Developers within the development. This will be determined in advance of development of a site or lot by a Customer/Developer based on current unit material and labor costs for the same type of construction. The estimated cost is the total cost of all construction which shall include: the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension. This total cost shall be paid up-front as an AIC prior to any material ordered, or construction done on the line extension.
3. There will be a refundable construction allowance to the Customer/Developer of **\$5,800** per primary meter of estimated cost for making the extension. This amount shall be FE's obligation. The refundable construction allowance shall be refunded only after the permanent primary meter has been installed and the Customer/Developer provides FE a certificate of occupancy for the location connected. In no case shall the refundable construction allowance be greater than the costs paid to FE.
4. All expenses shall be trued-up after the installation of the permanent meter for the line extension and any additional costs shall be invoiced to the Customer/Developer, or any over payments made by the Customer/Developer shall be reimbursed from FE to the Customer/Developer.

C. Routing.

1. The line extension shall be constructed along the most direct route. Any deviation from the most direct route shall be at FE's sole discretion.

2. In all cases, the line extension shall be constructed on dedicated right-of-way or on a route covered by an easement.
3. Any and all right-of-way clearing shall be performed to FE's specifications. At the option of the Customer/Developer and with the agreement of FE, the applicant may perform the clearing, or hire a contractor separately to perform the clearing, provided it is performed in a timely manner and to FE's specifications.

D. Large Power Agreement for Electric Service.

The Customer/Developer and FE have the option to enter into a Large Power Agreement for Electric Service when the Customers/Developers peak demand is expected to exceed a diversified load of 150 kW. Both the Customer/Developer and FE have to agree to the Large Power Agreement prior to implementation. This Large Power Agreement is subject to the following provisions:

1. The Customer/Developer shall remain on the rate schedule as provided in the Electric Service Agreement. The electric rates are subject to change.
2. The character of service shall be three-phase, 60 Hertz alternating current, supplied at the voltages available at the point of service.
3. The Customer/Developer shall comply with all applicable provisions of the Service Rules and Regulations of FE.
4. FE requires a minimum term agreement of 5 years. Longer term agreements can be negotiated between the Customer/Developer and FE.
5. The line extension fees are negotiable under the Large Power Agreement.

(6) Temporary Service Line Extensions

FE will construct a new extension of its distribution system to serve temporary facilities under the following provisions:

A. Applicability.

To qualify as an extension to temporary service installation, the location where the Customer/Developer is requesting service shall:

1. Be a residence or dwelling unit not qualifying as a permanent installation, or
2. Be a barn, shop, water well, gate opener, or other service classified by FE as a temporary facility.

B. Aid-In-Construction (AIC).

1. FE shall estimate the cost for the line extension based on current unit material and labor costs for the same type of construction. The estimated cost is the total cost of all construction which shall include, but is not limited to; the labor and materials used in constructing the extension, engineering, right-of-way acquisition and clearing, and all other costs directly attributable to the extension.
2. The Customer/Developer shall be required to pay 100% of the estimated cost of AIC for the extension and retirement of the extension (if applicable) prior to any temporary facilities being installed.
3. All amounts paid to FE as AIC for temporary service shall be non-refundable."

(7) New Electric Service

A. The following provisions shall be followed for the extension of a new electric service to individual Customers, residential developments, commercial developments, or industrial developments:

1. All new electric utility services for residential and commercial developments in the City of Farmersville city limits shall be installed underground.
2. New industrial customers may be allowed overhead service pending written approval from FE.
3. All upgraded electric utility services shall be installed underground wherever such is sound and practical from an engineering standpoint as reasonably determined by the City.

- B. All streetlighting and site lighting equipment shall be placed underground, except for the poles on which the lights are to be affixed.
- C. The Customer/Developer may furnish and install the conduit, pull boxes, and pad-mounted equipment pads for the installation of all on-site underground development feeder, lateral and service lines utilized to provide electric utility service to the building plot pending all of the following provisions:
 - 1. The Customer/Developer is responsible for all expenses related thereto.
 - 2. The specifications for the material used shall be approved by FE prior to installation.
 - 3. The installation of the conduit shall be inspected and approved by FE at the time of installation.
 - 4. Once approved by FE, the infrastructure shall be owned and operated by FE.
 - 5. The Customer/Developer has obtained written approval from FE to install the conduit, pullboxes, and pad-mounted equipment pads.
- D. The Customer/Developer will bear the cost of the pad-mounted switchgear where the design of the development is such that switchgear is/are required for proper and safe operation of the distribution system. FE shall bear the cost of the pad-mounted switchgear where pad-mounted switchgear is/are installed solely for the convenience of FE such as to provide flexibility in serving load outside of the development.
- E. In all cases, underground secondary service lines from a meter to the Customer's/Developer's main disconnect switch or service center shall be installed and maintained by the Customer/Developer. FE shall have no responsibility or liability in connection therewith.
- F. Overhead FE feeder lines may be installed if they meet the following criteria:
 - 1. The overhead feeder line is located along the perimeter of the platted building plot, or

2. The overhead feeder line is adjacent to or within the right-of-way of thoroughfares or alleys, and
 3. FE considers the overhead feeder line to be necessary and appropriate.
- G. All the Customers/Developers shall dedicate easements for the installation of utilities, including electric, prior to the electric facilities being installed. All liens and other ownership interests shall be subordinated to the easement use.
- H. Temporary utility service may be provided via an overhead line extension, pending written approval by FE.
- (8) Area Lighting
- Customer/Developer will pay 100% of the estimated cost of construction for all lighting related facilities in advance.
- (9) Ownership of Distribution Facilities
- FE shall retain ownership of all material and facilities installed by FE or the Customer/Developer for the distribution of electric energy, whether or not the same have been paid for by the Customer. All lines and facilities constructed or installed by FE or the Customer/Developer are the property of FE if on the source side of the electric meter. The Customer/Developer will install and own all facilities on the load side of the electric meter.
- (10) Relocation of Facilities
- A. FE will relocate its facilities on Customers/Developers premises at Customers/Developers request provided the Customer/Developer has:
1. Provided a satisfactory easement for the new facilities,
 2. Paid the estimated engineering cost to review the relocation in advance,
 3. Paid the estimated total project cost for removal and construction cost of the electric facilities in advance.
- B. If FE determines it is necessary to move its facilities because the Customer/Developer fails or refuses to allow FE access to its electric facilities at any time, then the Customer/Developer may be billed the estimated total cost of the relocation.

C. FE will replace an existing overhead electric line with an underground line upon request by a Customer/Developer, landowner, or other party, provided FE has:

1. Determined, in its sole discretion, that such replacement does not adversely impact electric service reliability or FE's operating efficiencies,
2. Received an adequate easement(s) in a form acceptable to FE for the construction, installation, maintenance, operation, replacement and/or repair of the underground facilities, at no cost to FE,
3. Received payment of the estimated total cost prior to commencement of such relocation for the retirement and construction of electric facilities required, and for the relocation of electric facilities. The requestor must pay FE a retainage prior to any engineering being looked at for any proposed relocation.

(11) Refundable Construction Allowance for Line Extensions
Summary

A. Aid-In-Construction (AIC)

Customers/Developers required to provide an AIC may be entitled to a construction allowance after extending the electrical facilities to a Customer's point of delivery as shown in the table below. FE will install, own, operate and control all facilities necessary to provide electrical service to the point of delivery, except as previously noted in the ordinance. The project investment will include all standard facilities, meters, services and transformers. Facilities not included in the project investment are those necessary to accommodate future growth considerations or company initiated reliability enhancement projects.

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B. Refundable Construction Allowances (Summary Table)

SERVICE	APPLICATION	REFUNDABLE CONSTRUCTION ALLOWANCE
Temporary Service	All Temporary Services	No refundable construction allowance applies, Customer pays 100% of estimated construction and retirement costs of electric facilities.
Residential	All Residential	\$1,800 per meter
Commercial	Less than 10 kW	\$1,300 per meter
Commercial/Industrial	Greater than 10 kW	\$3,400 per meter
Primary Voltage Service	Primary Voltage Service	\$5,800 per meter
Security Lights	All Security Lights	No refundable construction allowance applies, Customer pays 100% of estimated construction costs
Underground Primary Line	All Primary Underground Line Extensions	Customer/Developer may be allowed to install the civil work including: all trench and associated backfill, concrete work associated with pad-mounted equipment, and all conduit and its installation. Refundable construction allowance will apply to Customer/Developer as stated above.

The customer-owned equipment, load data, and electric service requirements supplied by the Customer/Developer will be used in the determination of the costs.

The refundable construction allowance shall only be refunded to the Customer/Developer once the permanent meter has been installed and FE is provided with a notice of certificate of occupancy. If it is determined to be different than service classification applied for, the refundable construction allowance may be adjusted based on Customer's/Developer's actual service classification.

SECTION 4: AMENDMENT OF CHAPTER 74, "UTILITIES," BY ADOPTING NEW SECTION 74-94, ENTITLED "ELECTRIC - DISTRIBUTED GENERATION," AND NEW SECTION 74-95, ENTITLED "AVERAGE PAYMENT PLAN."

From and after the effective date of this Ordinance, Chapter 74, "Utilities," is hereby amended by adopting new Section 74-94, Electric – Distributed Generation," and new Section 74-95, Average Payment Plan," to read as follows:

"Sec. 74-94 Electric - Distributed Generation

(1) General Provisions

A. Intent.

This Ordinance is intended to provide for the orderly, safe and effective interconnection and parallel operation of distributed generation facilities within the City of Farmersville electric system by Customers of Farmersville Electric (FE).

B. Authority.

FE is authorized to enact this Ordinance by the Texas Utility Code Annotated § 31.005, which authorizes and encourages electric utilities to establish customer option programs that encourage the reduction of air contaminant emissions including distributed energy generation technology. Also, Texas Utility Code Annotated § 39.101 (b)(3) entitles all Texas electric customers access to on-site distributed generation. Finally, Texas Utility Code Annotated § 39.916 authorizes electric utilities to establish requirements for and allow the interconnection and parallel operation of Distributed Renewable Generation, and requires the Public Utility Commission of Texas (PUCT) to promulgate rules and regulations for the implementation of interconnection and parallel operation of Distributed Renewable Generation.

C. Definitions.

As used in this Ordinance, the following words and terms shall have the meanings as set forth below:

1. Commission: the Public Utility Commission of Texas (PUCT).
2. Customer: a person or entity interconnected to FE's electric system for the purpose of receiving or exporting electric power from or to FE's electric system.

3. Distributed Generation: an electrical generating facility located at a Customer's point of delivery (point of common coupling) of ten (10) megawatts (MW) or less and connected at a voltage less than sixty (60) kilovolts (kV) which may be connected in parallel operation to FE's electric system.
4. Interconnection: the physical connection of distributed generation to the utility system in accordance with the requirements of this ordinance so that parallel operation can occur.
5. Networked secondary: two or more utility primary distribution feeder sources electrically tied together on the secondary (low voltage) side to form one power source for one or more customers. Networked secondary service is designed to maintain service to the customers even after the loss of one of these primary distribution feeder sources.
6. Parallel operation: the operation of distributed generation by a Customer while the Customer is connected to FE's electric system.
7. Point of Interconnection (Point of Service; Point of Common Coupling): the point where the electrical conductors of FE's utility system are connected to the Customer's conductors and where any transfer of electric power between the Customer and the utility system takes place, such as switchgear near the meter.
8. Pre-certified equipment: a specific generating and protective equipment system or systems that have been certified as meeting the applicable parts of this Ordinance relating to safety and reliability by an entity approved by the Commission.
9. Stabilized: the FE electric system shall be considered stabilized when, following a disturbance, the system returns to the normal range of voltage and frequency for a duration of two (2) minutes.

D. Applicability.

This Ordinance applies to all persons or entities that desire to interconnect or operate in parallel with a

distributed generation system within FE's electric system.

E. Application and Agreement Required.

1. Before a person or entity may interconnect or operate in parallel with a distributed generation system within FE's electric system, that person or entity must complete and submit the "Application for the Interconnection and Parallel Operation of Distributed Generation with the Farmersville Electric Utility System" provided by FE. This form establishes the terms and conditions for the interconnection and parallel operation of the distributed generation system.
2. Agreements with Customers for the interconnection and parallel operation of distributed generation within FE's electric system shall be in accordance with this Ordinance, the PUCT rules and regulations, and all applicable state and federal laws.
3. The interconnection shall not be energized prior to the execution of the Agreement and FE inspection as required herein.
4. The application form may be modified from time to time by FE as is required for appropriate processing of applications.

(2) Technical Requirements

A. General Requirements.

1. All interconnections shall comply with all applicable state and federal laws and regulations, including without limitation, PUCT SUBST.R.25.212.
2. All interconnections shall comply with local building and electric codes as adopted and amended by FE. Installation of all interconnections shall be inspected by FE. Inspection and approval of the installation by FE is a condition of interconnection and parallel operation of distributed generation.
3. Variations from the Technical Requirements herein must be reviewed and approved by FE prior to implementation. Variations in the point

of interconnection must be approved by FE and included in the application form prior to approval.

B. Manual Disconnect.

The Customer shall provide and install a manual load break switch that provides a clear indication of the switch position at the point of interconnection to provide separation between FE electrical system and the Customer's electrical generation system. The location of the disconnect switch must be approved by FE.

The disconnect switch shall be easily visible, mounted separately from metering equipment, readily accessible to FE personnel at all times, and capable of being locked in the open position with a FE padlock. FE reserves the right to open the disconnect switch isolating the Customer's distributed generating system (which may or may not include the Customer's load) from FE's electrical system for the following reasons:

1. To facilitate maintenance or repair of FE's electrical system.
2. When emergency conditions exist on FE's electrical system.
3. When the Customer's distributed generating system is determined to be operating in a hazardous or unsafe manner or unduly affecting FE's electrical system.
4. When the Customer's distributed generating system is determined to be adversely affecting other electric consumers on FE's electrical system.
5. Failure of the Customer to comply with applicable codes, regulations and standards in effect at the time.
6. Failure of the Customer to abide by any contractual arrangement or operating agreement with FE's.

C. Power Quality.

1. Voltage.

FE shall endeavor to maintain the distribution voltages on the electrical system, but shall not be responsible for factors or circumstances beyond its control. The Customer shall provide an automatic method of disconnecting generation equipment from FE's electrical system within 10 cycles should a voltage deviation greater than +5% or -10% from normal be sustained for more than 30 seconds (1800 cycles), or in the event of a voltage deviation greater than +10% or -30% from normal be sustained for more than 10 cycles. If high or low voltage complaints or flicker complaints result from the operation of the Customer's distributed generation, the Customer's generating system shall be disconnected until the problem is resolved to the satisfaction of FE.

2. Frequency.

FE shall endeavor to maintain a 60-hertz nominal frequency on the electrical system. The Customer shall provide an automatic method of disconnecting generation equipment from FE's electrical system within 15 cycles should a deviation in frequency of +0.5Hz or -0.7Hz from normal occur.

3. Harmonics.

In accordance with IEEE 519, the total harmonic distortion (THD) of voltage shall not exceed 5% of a pure sine wave of 60-hertz frequency or 3% of the 60-hertz frequency for any individual harmonic when measured at the point of interconnection with FE's electrical system. Also, the total current distortion shall not exceed 5% of the fundamental frequency sine wave. If harmonics beyond the allowable range result from the operation of the Customer's distributed generation, the Customer's distributed generating system shall be disconnected until the problem is resolved.

4. Flicker.

The distributed generation facility shall not cause excessive voltage flicker on FE's electrical system. This flicker shall not exceed 3% voltage dip, in accordance with IEEE 519 (Section 10.5), as measured at the point of interconnection.

5. Power factor.

The Customer's distributed generation system shall be designed, operated and controlled at all times to provide reactive power requirements at the point of interconnection from 97% lagging to 97% leading power factor. Induction generators shall have static capacitors that provide at least 95% of the magnetizing current requirements of the induction generator field. FE may, in the interest of safety, authorize the omission of capacitors. However, where capacitors are used for power factor correction, additional protective devices may be required to guard against self-excitation of the Customer's generator field.

D. Loss of Source.

The Customer shall provide approved protective equipment necessary to immediately, completely and automatically disconnect the Customer's distributed generation equipment from FE's electrical system in the event of a fault on the Customer's system, a fault on FE's system or loss of source on FE's electric system. Such protective equipment shall conform to the criteria specified in UL 1741 and IEEE 1547. The Customer's distributed generating system shall automatically disconnect from the grid within 10 cycles if the voltage on one or more phases falls and stays below 70% of nominal voltage for at least 10 cycles. The automatic disconnecting device may be of the manual or automatic reclose type and shall not be capable of reclosing until after FE's service voltage and frequency are restored to within the normal operating range and the system is stabilized.

E. Coordination and Synchronization.

The Customer shall be solely responsible for coordination and synchronization of the Customer's distributed generating system with all aspects of FE's electrical system. The Customer also assumes all responsibility for any damage or loss that may occur from improper coordination and synchronization of its distributed generating system with FE's electrical system.

F. Metering.

The actual metering equipment required, its voltage rating, number of phases and wires, size, current transformers, and number of input and associated memory are dependent upon the type, size and location of the electric service provided. In situations where power may flow both in and out of the Customer's electrical system, power flowing into the Customer's electrical system may be measured separately from power flowing out of the Customer's electrical system. FE will provide the metering equipment necessary to measure capacity and energy delivered to and from the Customer. The Customer shall reimburse FE for any costs of the metering including engineering, material and labor.

G. Interconnection Study.

If FE determines that an interconnection study is necessary, FE shall perform the study under reasonable terms and conditions agreed upon by both the Customer and FE, and at the Customer's sole expense. No study fee will be charged if the proposed generation site is not on a networked secondary and if all of the following apply:

1. Proposed distributed generation equipment is pre-certified.

Generation equipment that is less than 20 kW AC shall be considered pre-certified if a UL 1741 listed inverter that also meets IEEE 1547 specifications is used as well as UL 1703 listed photovoltaic (PV) modules.

2. Proposed distributed generation system does not expect to export more than 15% of total load on the feeder.

3. Proposed distributed generation system does not contribute more than 25% of the maximum possible short circuit current of the feeder.

H. Protection.

The distributed generation facility must have interrupting devices capable of interrupting the maximum available fault current, an interconnection disconnect device, a generator disconnect device, an over-voltage trip, an under-voltage trip, an over/under frequency trip and a manual or automatic synchronizing check (for facilities with standalone capability). Facilities rated over 10kW, three-phase, must also have reverse power sensing and either a ground over-voltage or a ground over-current trip depending on the grounding system. Grounding shall be done in accordance with UL 1741, IEEE 1547 and NEC Article 250.

I. Three-Phase Generators.

1. Synchronous machines:

- i. The distributed generation facility's circuit breakers shall be three-phase devices with electronic or electromechanical control.
- ii. The Customer is solely responsible for proper synchronization of its generator with FE's electric system.
- iii. The excitation system response ratio shall not be less than 0.5.
- iv. The generator's excitation system shall conform to the field voltage versus time criteria specified in ANSI Standard C50.13-1989.

2. Induction machines.

The induction machines used for generation may be brought up to synchronous speed if it can be demonstrated that the initial voltage drop at the point of interconnection is within the flicker limits specified in this document.

3. Inverters:

- i. Line-commutated inverters do not require synchronizing equipment.

- ii. Self-commutated inverters require synchronizing equipment.

J. Standards.

The distributed generation equipment shall be designed, installed, operated and maintained in accordance with, but not limited to, ANSI standards, UL standards, IEEE standards, the National Electrical Code, ERCOT Operating Guides and any other applicable local, state or federal codes, statutes, and regulations. In the case of a conflict between the requirements in this Ordinance and any of the aforementioned standards, regulations, or codes, this Ordinance shall prevail. All distributed generation equipment and their installation plans must be approved by FE prior to installation.

(3) Purchases from Customer

FE will pay the Customer for all the metered kWh output from the Customer above and beyond that was consumed by the Customer on a monthly basis.

Customer Energy Purchase Rate: \$0.0547 per kWh for all kWh.

Sec. 74-95 Average Payment Plan

(1) General Provisions

- A. Farmersville Electric (FE) Average Payment Plan is available to qualifying residential members of FE who desire to pay an average amount each month.
- B. The average monthly payment will be determined monthly by averaging the most recent 12 months of billing history, including the current month's billing, plus or minus 1/12 of your deferred balance (which is the cumulative difference between your monthly average billing amount and your actual billing amount). Because this is a moving average, your monthly bill will fluctuate depending on your past and current usage.
- C. To qualify, all of the following conditions must be met:
 - 1. Residential consumers only.
 - 2. 12 months of billing history on this account.
 - 3. Current account balance of zero.

4. No more than 2 delinquent payments in 12 months.
 5. No cut-off notices in last 12 months.
- D. Terms of this billing plan require all payments be made on time. If payments are not received by the due date, the plan will be subject to termination. If the plan is terminated, all balances are due and payable at time of termination.

SECTION 5: 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 6: 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 7: PENALTIES FOR VIOLATION OF THE ORDINANCE

Any person, firm or corporation who violates any provision of this Ordinance by interconnecting distributed generation to FE's electric system without a complete Application and executed Agreement, or violating any other provision of this Ordinance, upon conviction, shall be guilty of a misdemeanor and shall be fined up to \$2,000.00 per violation. Each occurrence and each day that a violation continues shall be considered a separate offense and punished accordingly.

SECTION 8: INJUNCTIVE RELIEF

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

SECTION 9: 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 10: 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 11: SAVINGS

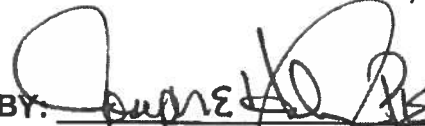
All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether 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 12: EFFECTIVE DATE

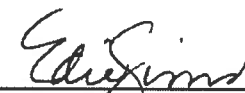
This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by Texas law.

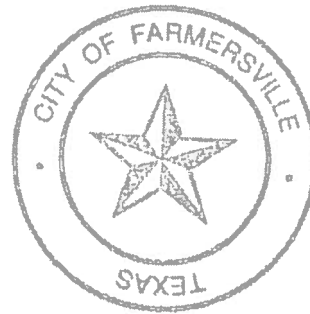
PASSED on first reading on the 25th day of March, 2014, and second reading on the 8th day of April, 2014 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 8th DAY OF APRIL, 2014.

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

ATTEST:

BY: 
Edie Sims, City Secretary



SECTION 2: Water and Electrical Service Initiation Fees; Miscellaneous Services (C of O Article II, Section 2-1, Water and electric service initiation fees; miscellaneous services)

Electric and Water Service		Deposits
Transfer of Service Address		\$30
Electric		
Service Connect Fee		\$30
Homeowner Deposit		\$150
Renter Deposit		\$200
Temporary Service for Construction		\$150 minimum or 100% of the cost of installation and retirement whichever is more
Service Disconnect/Reconnect Fee (during regular business hours)		\$30
Service Disconnect/Reconnect Fee (after business hours)		\$45
Security Light per month		\$12
Water		
Service Connect Fee		\$30
Homeowner Deposit		\$100
Renter Deposit		\$150
Temporary Service for Property Clean Up		\$27.50 for a period up to 7 days
Miscellaneous Water and Electric Services		Deposits
Meter Checks		\$35
Reconnection		\$30 during business hours; \$40 for other than business hours
Reconnection following meter tampering		\$100 during business hours
Reconnect Fee following rationing violations		\$100 plus any additional costs to City

SECTION 2 (A) Electric Service Rates. Water and Electrical Service Initiation Fees; Miscellaneous Services (C of O Article II, Section 2-8, Electric service rates)

Residential Rate (Schedule R)	
Security Deposit	\$200.00
Customer Charge	\$6.75
Energy Charge	\$0.1077 per kWh for all kWh
Small Commercial Rate (Schedule SC)	
Security Deposit	\$200.00
Customer Charge	\$15.00
Energy Charge for 1 st 5,000 kWh or less	\$0.1110 per kWh
Energy Charge greater than 5,000 kWh	\$0.0970 per kWh
A Customer on this schedule whose demand exceeds 25 kW for any billing period shall be billed under Schedule MC for the next 12-month period beginning with the current month.	
Medium Commercial Rate (Schedule MC)	
Security Deposit	\$400.00
Customer Charge	\$40.00

Minimum Energy Charge	\$221.25
Demand Charge per kWh for all monthly billing demands greater than 25 kW	\$7.25 per kWh plus the Energy Charge immediately following
Energy Charge for 1 st 5,000 kWh or less	\$0.1010 per kWh
Energy Charge for 5,001 kWh or more	\$0.0787 per kWh
A Customer billed under this schedule for a period of 12 consecutive months without a demand in excess of 25 kW will be changed to Schedule SC on the first month succeeding such 12-month period.	
A Customer on this schedule whose demand exceeds 100 kW for any billing period shall be billed under Schedule LC for the next 12-month period beginning with the current month.	
Large Commercial Rate (Schedule LC)	
Security Deposit	\$800.00
Customer Charge	\$86.00
Demand Charge per kWh for all monthly billing demands for the 1 st 100 kW or less of monthly billing demand	\$7.00 per kW plus the following Energy Charge
Demand Charge per kWh for all monthly billing demands for demands greater than 100 kW	\$5.70 per kW plus the following Energy Charge
Minimum Energy Charge	\$786.00
Energy Charge for all kWh	\$0.0627 per kWh
The following provisions are applicable to ALL Schedules (R, SC, MC, LC)	
<i>Power cost adjustment.</i> The monthly charges under this rate schedule shall be increased or decrease necessary to reflect the application of a power cost adjustment calculated in accordance with Schedule PC.	
<i>Tax adjustment.</i> The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes, levied or imposed or increased or decreased by law or articles which were not in effect on the effective date of the ordinance from which this schedule is derived, which the City may hereafter have to pay.	

SECTION 6. Electric Service Fees (C of O Article II Section 2-5, Electric service fees)
(Ordinance # O-2014-0408-001)

Residential Rate	
Minimum monthly charge	\$6.75
Energy Charge	\$0.1077 per kWh for all kWh
Small Commercial Rate	
Minimum monthly charge	\$15.00
Energy Charge for 1 st 5,000 kWh or less	\$0.1110 per kWh
Energy Charge greater than 5,000 kWh	\$0.0970 per kWh
Medium Commercial Rate	
Minimum monthly charge	\$40.00
Energy Charge for 1 st 5,000 kWh or less	\$0.1010 per kWh
Energy Charge for 5,001 kWh or more	\$0.0787 per kWh

Demand Charge for all monthly billing demands greater than 25 kW	\$7.25 per kWh
Large Commercial Rate	
Minimum monthly charge	\$86.00
Energy Charge for all kWh	\$0.0627 per kWh
Demand Charge for all monthly billing demands for the 1 st 100 kW or less of monthly billing demand	\$7.00 per kW
Demand Charge for all monthly billing demands for demands greater than 100 kW	\$5.70 per kW

SECTION 7. Electrical Surcharge Rate (Ordinance # O-2013-0108-004)

Per kilowatt hour for any rate customer	\$.005
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LEGEND

- FM HCEC
- FM TNMP HCEC
- FM TNMP
- FM TPL
- FM TPL HCEC
- FM FEC
- FM TNMP FEC
- FM

FM = FARMERSVILLE (MUNICIPAL) ELECTRIC.
 FEC = FARMERS ELECTRIC COOPERATIVE.
 HCEC = HUNT-COLLIN ELECTRIC COOPERATIVE, SHARYLAND-CELESTE SERVICE TERRITORY.
 TNMP = TEXAS NEW MEXICO POWER COMPANY.
 TPL = TEXAS POWER AND LIGHT (ONCOR).



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF VISUAL REPRESENTATION ONLY. IT IS NOT TO BE USED IN CONNECTION WITH ANY OTHER DOCUMENT OR FOR ANY PURPOSE OTHER THAN THE ABOVE-MENTIONED.

CITY OF FARMERSVILLE

STREET LAYOUT

CCN BOUNDARY MAP

McCORD ENGINEERING, INC.

1000 West 10th Street, Suite 100

Odessa, Texas 79765

Phone: 409.361.1111

Fax: 409.361.1112

Web: www.mccordeng.com

Scale: 1" = 100'

North Arrow

Map Date: 05-20-13

Map Title: CCN BOUNDARY MAP

Map Sheet: ME-1-0047

Map Scale: 1" = 100'

Map Date: 05-20-13



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: October 14, 2014
SUBJECT: Discussion and update regarding hazard mitigation

- Jason Lane with Collin County Homeland Security will discuss this item.

ACTION: Council to act as deemed necessary.