

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
October 28, 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.
 - Proclamation declaring November 1st as Galloway Memorial Church of God in Christ Day
 - Early Voting for the November 4th General Election will be held in the Council Chambers of City Hall – Farmersville from October 20th thru October 24th from 8am – 5pm

II. READING OF ORDINANCES

- A. Only Reading – Consider, discuss and act upon an ordinance amending the 2014-2015 budget regarding generators
- B. Only Reading – Consider, discuss and act upon an ordinance amending the 2014-2015 budget regarding the Rifle Purchase Program
- C. Only Reading – Consider, discuss and act upon an ordinance creating a Payment Sinking Fund for the funding of public property with Government Capital Corporation

III. REGULAR AGENDA

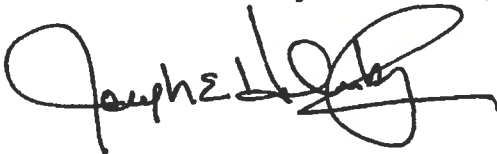
- A. Consider, discuss and act upon City Financial Reports
- B. Receive update regarding the National Register District
- C. Consider, discuss and act upon appointing a Chairman to the TIRZ board
- D. Consider, discuss and act upon electric rates
- E. Consider, discuss and act upon an Interlocal agreement between Collin County and the City of Farmersville for Animal Sheltering Services
- F. Consider, discuss and act upon an agreement with Collin County regarding funding for the Rike Library
- G. Consider, discuss and act upon a Distribution Interconnection Agreement with Sharyland Utilities
- H. Consider, discuss and act upon a resolution to sell City assets through Rene Bates Auction

- I. Consider, discuss and act upon a resolution and contract purchasing two Police vehicles through Government Capital Corporation
- J. Update on wastewater treatment plant
- K. Update on ADA compliancy issues
- L. Update on Chaparral Trail projects including a discussion regarding schedule delays related to the drawing/bid package; schedule for completion; bidding; start of construction
- M. Update on street, water and wastewater General Obligation Bond projects
- N. Update on Safe Routes to School project
- O. Update on Highway 380 project

IV. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

V. ADJOURNMENT

Dated this the 24th day of October, 2014.



Joseph E. Helmberger, P.E., Mayor

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted October 24, 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



PROCLAMATION

WHEREAS, the Church of God in Christ of Farmersville was founded in 1914 with a small wooded church pastor; and

WHEREAS, Elder Houston Galloway pastored the church for several years prior to 1932; and

WHEREAS, in 1932, the only members of the church were five older women and their children who did not have a pastor until 1934 when Elder Douglas of Ft. Worth was appointed to the position until his death in 1937; and

WHEREAS, other pastors followed Elder Douglas including Elder Valentine, Elder Holland, Elder Murphy, Elder Cobbins, Elder T.D. Daniels and Elder Jackson; and

WHEREAS, in May 1947, elder D.S. Lacy of Dallas was appointed pastor and in 1966 under pastor Lacy, the church underwent repairs and renovations; and

WHEREAS, upon completion of the renovations, the church was formally named Galloway Memorial Church of God in Christ after its first known pastor. Elder Lacy pastored the church for 47 years; and

WHEREAS, during the early years, Galloway Memorial was blessed to have powerful men of God visit the church and expound the Word of God to the people; and

WHEREAS, in December 1994, Superintendent John Ersley Ellis was appointed pastor of the Galloway Memorial Church of God in Christ and under his leadership the church did extensive renovations and two new wings were added to the church.

THEREFORE, the City of Farmersville, its Mayor and Council, hereby recognize Galloway Memorial Church of God in Christ as a viable asset to the City of Farmersville and surrounding communities, having continuously served throughout Collin County for 100 years, and hereby acknowledge Galloway Memorial Church of God in Christ.

BE IT KNOWN, the 1st day of November, 2014, is proclaimed as:

Galloway Memorial Church of God in Christ Day

in Farmersville, Collin County, Texas.

Joseph E. Helmberger, P.E., Mayor



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: October 28, 2014

SUBJECT: Only Reading – Consider, discuss and act upon an ordinance amending the 2014-2015 budget regarding generators

- An ordinance is attached for review.

ACTION: Approve or disapprove Ordinance.

**CITY OF FARMERSVILLE
ORDINANCE O-2014-1028-003**

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 generators for disaster recovery.

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 28th 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 28th DAY OF OCTOBER, 2014.

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

ATTEST:

Edie Sims, City Secretary

CITY OF FARMERSVILLE

EXHIBIT A

2014-2015 BUDGET/REVISION (3) 10-14-2014

GOVERNMENTAL FUNDS	ESTIMATED				INTERFUND	PROPOSED
	BEGINNING FUND BALANCE	REVENUES	EXPENDITURES		TRANSFERS IN (OUT)	ENDING FUND BALANCE
General Fund	\$ 758,310	\$ 1,761,534	\$ 3,180,524	\$ 1,368,635		\$ 707,955
Fund Balance Amendments						
<u>Disaster Recovery Equipment</u>			\$ 50,355			

*Please note budget amendment 2013-2014
not all purchases complete (generators)



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: October 28, 2014

SUBJECT: Only Reading – Consider, discuss and act upon an ordinance amending the 2014-2015 budget regarding the Rifle Purchase Program

- An ordinance is attached for review.

ACTION: Approve or disapprove Ordinance.

**CITY OF FARMERSVILLE
ORDINANCE O-2014-1028-002**

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.

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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 fund balance to include the Police Rifle Program.

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.

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PASSED on first reading and only reading on the 28th 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 28th DAY OF OCTOBER, 2014.

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

ATTEST:

Edie Sims, City Secretary

CITY OF FARMERSVILLE

EXHIBIT A

2014-2015 BUDGET/REVISION (2) 10-14-2014

GOVERNMENTAL FUNDS	ESTIMATED BEGINNING FUND			INTERFUND TRANSFERS IN (OUT)	PROPOSED ENDING FUND BALANCE
	BALANCE	REVENUES	EXPENDITURES		
General Fund	\$ 707,955	\$ 1,761,534	\$ 3,130,169	\$ 1,368,635	\$ 707,955
Fund Balance Amendments	\$ 707,955	\$ 2,270	\$ 2,270		\$ 707,955
<u>Police Rifle Program</u>					



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Only Reading – Consider, discuss and act upon an ordinance creating a Payment Sinking Fund for the funding of public property with Government Capital Corporation

- An ordinance is attached for review.

ACTION: Approve or disapprove Ordinance.

**CITY OF FARMERSVILLE, TEXAS
ORDINANCE # O-2014-1028-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, ESTABLISHING A PAYMENT SINKING FUND FOR THE FUNDING OF THE PUBLIC PROPERTY FINANCE ACT CONTRACT NO. 6776, WITH GOVERNMENT CAPITAL CORPORATION FOR THE PURCHASE OF TWO POLICE VEHICLES; PROVIDING FOR THE LEVYING AND COLLECTION OF A SUFFICIENT TAX TO PAY THE INTEREST ON SUCH OBLIGATION; PLEDGING SUCH FOR THE PAYMENT OF SAID AMOUNT; CONTAINING OTHER INCIDENTAL AND RELATED MATTERS; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville, Texas (hereinafter referred to as the "City"), desires to obtain financing from Government Capital Corporation ("GCC") for the acquisition of two police vehicles for the Police Department's use, subject to the provisions of state law and the City's Code of Ordinances; and

WHEREAS, the City Council has contemporaneously with the final approval of this Ordinance entered into Public Property Finance Act Contract No. 6776 ("Agreement") with GCC relative to the purchase of the police vehicle; and

WHEREAS, the term of that Agreement extends beyond the current (2014-2015) fiscal year, and terminates during the 2017-2018 fiscal year with the last payment being due and payable thereunder on or about March 15, 2017; and

WHEREAS, GCC and the City acknowledge that, pursuant to the provisions contained in Article XI, Sections 5 and 7 of the Texas Constitution, the City may not enter into unfunded debt, *i.e.*, debt beyond the current fiscal year, for any purpose without at the same time creating a payment sinking fund of at least two percent (2%) of the amount of such debt for the payment of said debt; and

WHEREAS, GCC and the City further acknowledge at the time long-term debt is created, the City must provide for the assessment and collection on an annual basis of a sufficient sum of money for payments accruing during any subsequent budget year.

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

SECTION 1: FINDINGS INCORPORATED

All the above premises are hereby found to be true and correct and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2: PAYMENT SINKING FUND ESTABLISHED

From and after the effective date of this Ordinance, the City's Chief Financial Officer is hereby directed to create and maintain, through March 15, 2018, unless said Agreement is terminated pursuant to its terms before such date, a Payment Sinking Fund for the payment of the debt created by such Agreement. The Payment Sinking Fund shall consist of the interest on the debt created by the Agreement plus two percent (2%) of the

Agreement amount due and owing to GCC, as required by the Texas Constitution and as reflected in Section 3 of the Agreement.

SECTION 3: ANNUAL ASSESSMENT AND COLLECTION

The proceeds placed into the Payment Sinking Fund, for the current fiscal year (2014-2015) and succeeding fiscal years shall be from the City's ad valorem tax and there shall be annually assessed and collected in due time, form and manner, a direct and continuing ad valorem tax on all taxable property within the corporate limits of the City at a rate from year to year, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property as will be sufficient to provide funds to satisfy any obligations under the Employment Agreement during any budget year.

SECTION 4: CHIEF FINANCIAL OFFICER TO DOCUMENT

The City's Chief Financial Officer shall keep and maintain all records relating to the Payment Sinking Fund and all such other related documentation and accounts, and is hereby authorized and instructed to maintain all funds necessary in the Payment Sinking Fund to prevent the creation, at any time, of an unconstitutional debt in the terms, conditions, or administration of the Agreement.

SECTION 5: SEVERABILITY CLAUSE

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 6: REPEALER CLAUSE

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

SECTION 7: Effective Date

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.

PASSED on first reading and only reading on the 28th 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 28th DAY OF OCTOBER, 2014.

APPROVED:

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

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Consider, discuss and act upon City Financial Reports

- Financial Reports are attached for review.

ACTION: Approve or disapprove the financials as presented.

City Of Farmersville
Investment and Budget Report

September 2014

Prepared by: Daphne Hamlin

SUMMARY OF CASH BALANCES SEPTEMBER 2014

ACCOUNT: FNB (0815)	Interest Earned	Restricted	Assigned	Account Balance
Clearing Accounts				
General Fund			\$ 321,389.41	
Permit Fund			\$ (16,265.49)	
Refuse Fund			\$ 22,269.86	
Water Fund			\$ (516,027.85)	
Wastewater Fund			\$ 329,669.60	
Electric Fund			\$ 142,706.87	
SRO Support ISD	\$ (9,175.83)			
CC Child Safety	\$ 17,066.99			
Debt Service Revenue Payment(66.67%, \$228K)	\$ 257,210.11			
2012 Bond	\$ (510.06)			
Disbursement Fund	\$ (110,331.73)			
Library Donation Fund	\$ 1,626.93			
Court Tech/Sec	\$ 23,463.64			
Grants	\$ (256,209.26)			
CC Bond Farmersville Parkway	\$ 180,000.86			
CC Bond Floyd	\$ (49,667.75)			
Equipment Replacement	\$ 5,322.29			
TOTAL:	\$ 9.16	\$ 58,796.19	\$ 283,742.40	\$ 342,538.59
Debt Service Accounts				
County Tax Deposit (FNB 0807)(Debt Service)	\$ 4.89	\$ 44,366.21		
Debt Service Reserve (Texpool 0014) (2 months rsv)	\$ 2.98	\$ 107,737.80		
TOTAL:	\$ 7.87	\$ 152,104.01		\$ 152,104.01
Appropriated Surplus Investment Accounts				
Customer meter deposits (Texpool 0008)	\$ 2.94	\$ 107,529.49		
Fire Equipment Fund (Texpool 018)	\$ 0.36	\$ 38,517.71		
2012 Anticipation Note Elec Fund (Texstar 1120)	\$ 5.21	\$ 200,106.41		
2012 G/O Bond, streets, water, wastewater (Texstar 0120)	\$ 40.94	\$ 1,301,530.63	-	
TOTAL:	\$ 49.45	\$ 1,647,684.24	\$ -	\$ 1,647,684.24
Unassigned Surplus Investment Accounts				
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day Reserve)	\$ 19.38	\$ 668,525.00	\$ 40,796.44	
Refuse Fund Acct. (Texpool 0009)	\$ 3.16	\$ 127,766.84		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 15.06	\$ 591,739.46		
Water/WW Fund (Texpool 00017)(Capital)	\$ 10.71	\$ 390,783.67		
Elec. Fund (Texpool 0005) (Operating)	\$ 1.38	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 3.54	\$ 129,578.93		
Elec. Surcharge (Texpool 0015)	\$ 3.31	\$ 120,845.58		
Money Market Acct. (FNB 092)	\$ 21.17		\$ 172,926.82	
TOTAL:	\$ 77.71	\$ 2,079,239.48	\$ 213,723.26	\$ 2,292,962.74
Contractor Managed Accounts Nonspendable				
NTMWD Sewer Plant Maint. Fund		\$ 13,844.00		
TOTAL APPROPRIATED SURPLUS		\$ 13,844.00	\$ -	\$ 13,844.00
TOTAL CASH & INVESTMENT ACCOUNTS		\$ 3,951,667.92	\$ 497,465.66	\$ 4,449,133.58

SUMMARY OF CASH BALANCES SEPTEMBER 2014

FEDC 4A Board Investment & Checking Account					
FEDC 4A Checking Account(Independent Bank 3124)	\$	11.49	\$	294,282.00	
FEDC 4A Investment Account (Texpool 0001)	\$	10.02	\$	366,625.54	
FEDC 4A Certificate of Deposit (Independent Bank)	\$	74.32	\$	250,000.00	
TOTAL:	\$	95.83	\$	910,907.54	\$ - \$ 910,907.54

FCDC 4B Board Investment & Checking Account					
FCDC 4B Checking Account (Independent Bank 3035)	\$	4.95	\$	133,432.32	
FCDC 4B Investment Account (Texpool 0001)	\$	2.37	\$	84,837.26	
TOTAL:	\$	7.32	\$	218,269.58	\$ - \$ 218,269.58

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

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

Weighted average maturity = 45 days

The Public Funds Investment Act (Sec.2256.008) requires the City's Investment Officer to obtain 10 hrs. of continuing education each period from a source approved by the governing body. Listed below are courses Daphne Hamlin completed to satisfy that requirement:

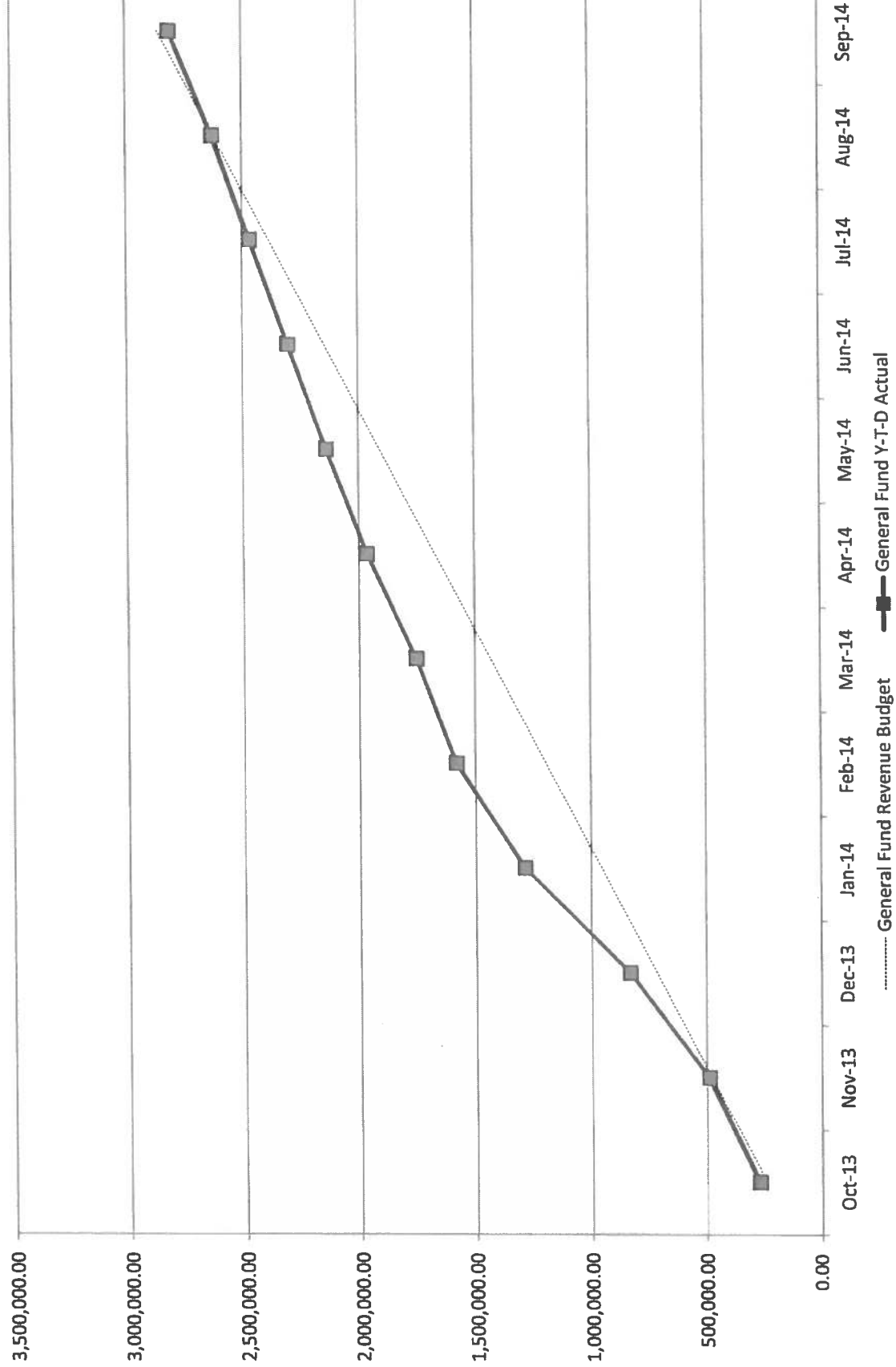
10-2014 NCTCOG - Public Funds Inv Act.

I hereby certify that the City of Farmersville's Investment Portfolio is in compliance with the City's investment strategy as expressed in the City's Investment Policy (Resolution 99-17, and with relevant provisions of the law.


 Daphne Hamlin, City Investment Officer

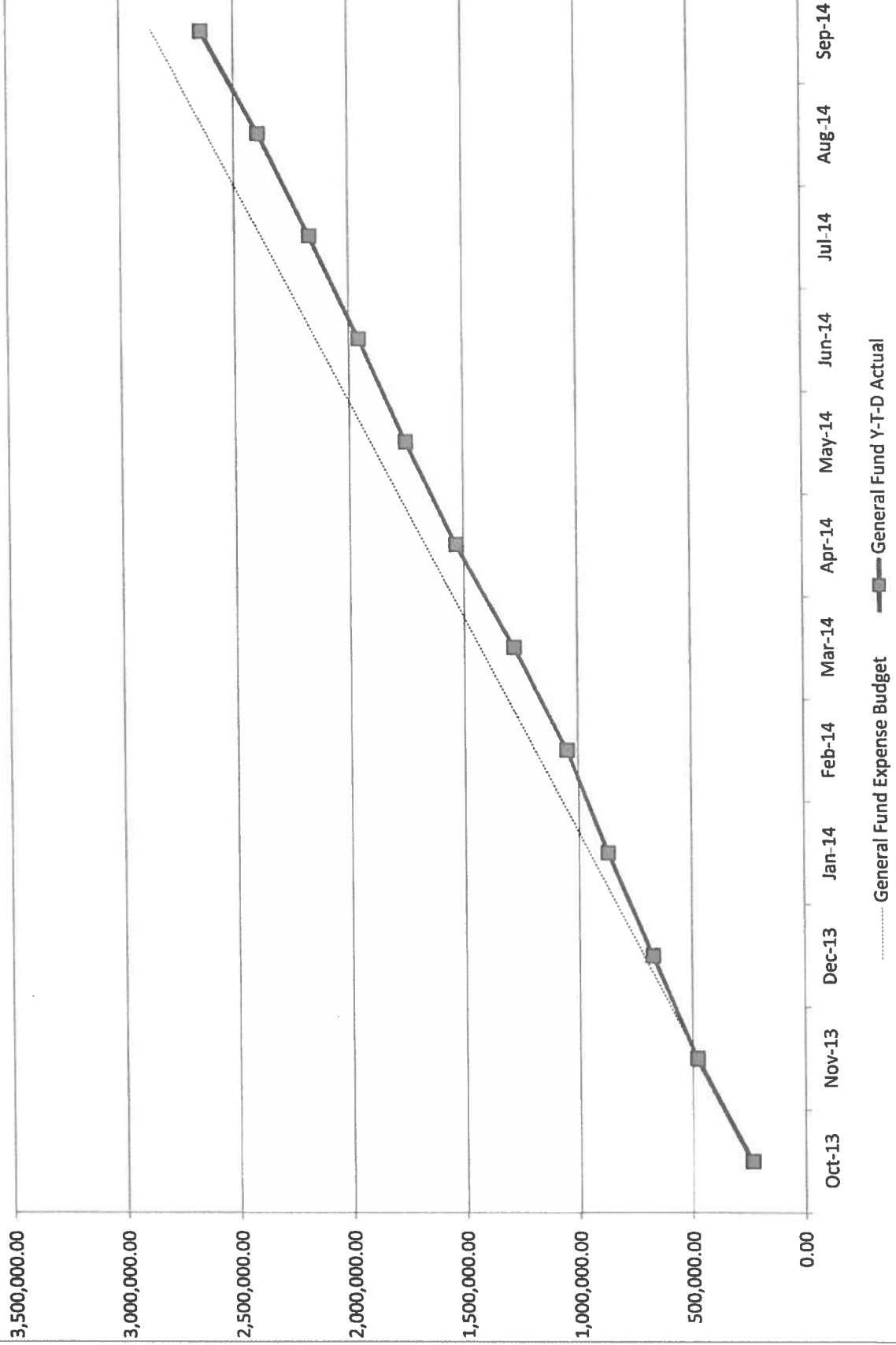
General Fund Revenue Progress

Budget Year 10/2013 thru 9/2014

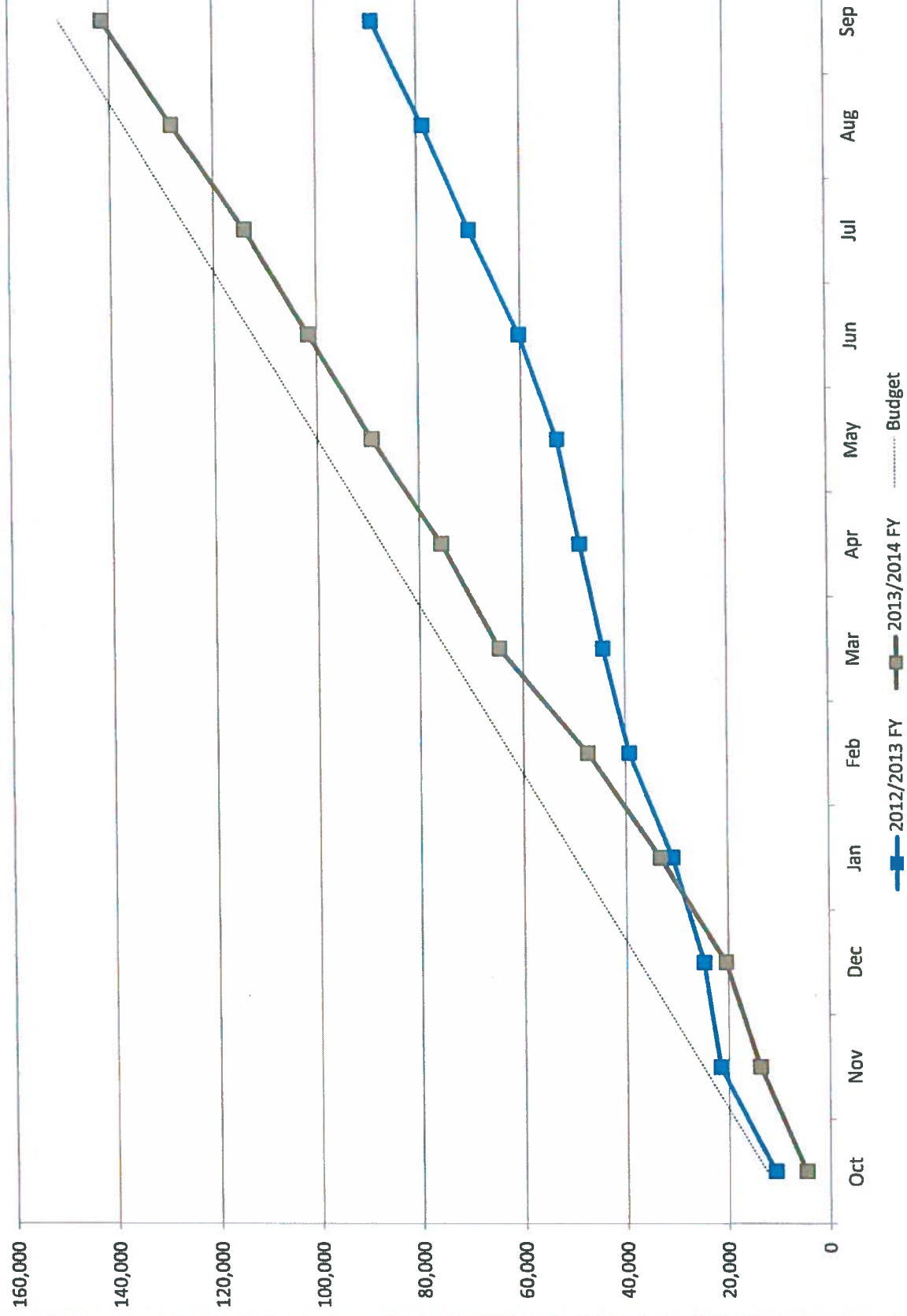


General Fund Expense

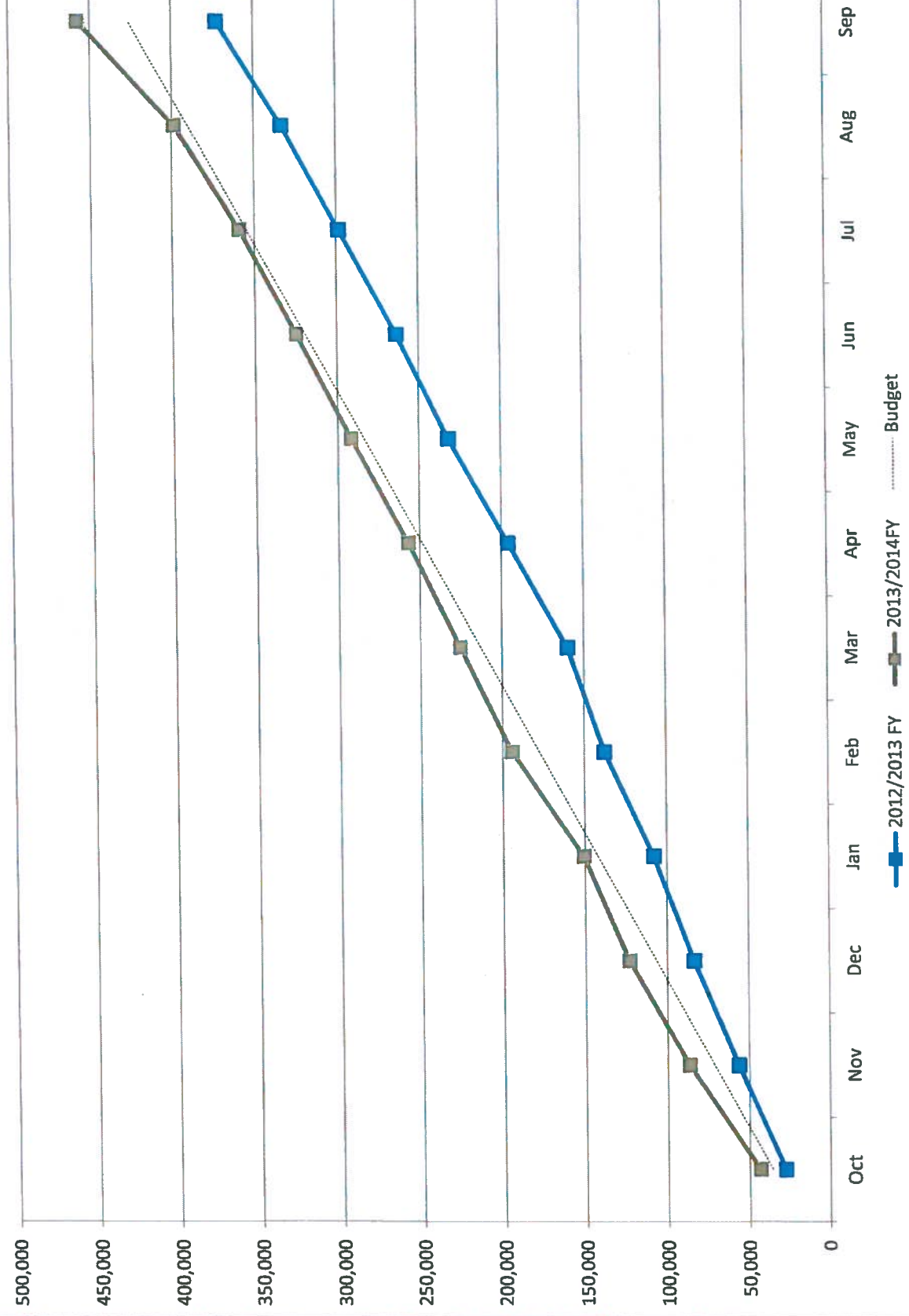
Budget Year 10/2013 thru 9/2014



Municipal Court Comparison Chart



Sales Tax Chart



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

PAGE: 1

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	2,863,094	184,214.92	2,812,020.45	0.00	51,073.55	98.22
TOTAL REVENUES	2,863,094	184,214.92	2,812,020.45	0.00	51,073.55	98.22
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	170.00	2,040.00	0.00	0.00	100.00
CONTRACTS & PROF. SVCS	150	0.00	0.00	0.00	150.00	0.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	33,700	1,324.61	26,578.91	0.00	7,121.09	78.87
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	35,890	1,494.61	28,618.91	0.00	7,271.09	79.74
12-ADMINISTRATION						
PERSONNEL SERVICES	190,830	21,405.80	191,718.34	0.00	888.34	100.47
CONTRACTS & PROF. SVCS	94,585	16,101.60	116,009.15	0.00	21,424.15	122.65
MAINTENANCE	70,865	3,154.43	61,972.20	0.00	8,892.80	87.45
UTILITIES	21,150	3,609.79	20,992.78	0.00	157.22	99.26
SUPPLIES	22,000	1,807.74	23,513.54	0.00	1,513.54	106.88
MISCELLANEOUS	34,100	1,237.04	28,691.10	0.00	5,408.90	84.14
CAPITAL EXPENDITURES	24,000	0.00	2,744.30	0.00	21,255.70	11.43
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	457,530	47,316.40	445,641.41	0.00	11,888.59	97.40
14-MUNICIPAL COURT						
PERSONNEL SERVICES	120,781	13,985.32	119,279.95	0.00	1,501.05	98.76
CONTRACTS & PROF. SVCS	24,986	5,810.00	25,254.30	0.00	268.30	101.07
MAINTENANCE	9,889	453.49	7,522.75	0.00	2,366.25	76.07
UTILITIES	1,200	163.62	1,086.81	0.00	113.19	90.57
SUPPLIES	10,750	914.24	11,450.97	0.00	700.97	106.52
MISCELLANEOUS	7,300	116.14	5,895.80	0.00	1,404.20	80.76
CAPITAL EXPENDITURES	40,000	0.00	41,114.24	0.00	1,114.24	102.79
TOTAL 14-MUNICIPAL COURT	214,906	21,442.81	211,604.82	0.00	3,301.18	98.46
15-LIBRARY						
PERSONNEL SERVICES	88,497	9,887.87	90,443.48	0.00	1,946.48	102.20
CONTRACTS & PROF. SVCS	250	0.00	57.30	0.00	192.70	22.92
MAINTENANCE	40,288	2,719.16	27,854.26	0.00	12,433.74	69.14
UTILITIES	9,700	1,491.54	8,755.32	0.00	944.68	90.26
SUPPLIES	3,610	229.63	2,797.14	0.00	812.86	77.48
MISCELLANEOUS	5,400	0.00	4,980.74	0.00	419.26	92.24

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

PAGE: 2

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>CAPITAL EXPENDITURES</u>	15,000	1,278.04	15,012.93	0.00 (	12.93)	100.09
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	162,745	15,606.24	149,901.17	0.00	12,843.83	92.11
<u>16-CIVIC/CENTER</u>						
UTILITIES	16,000	1,257.89	11,791.48	0.00	4,208.52	73.70
TOTAL 16-CIVIC/CENTER	16,000	1,257.89	11,791.48	0.00	4,208.52	73.70
<u>21-POLICE DEPT.</u>						
PERSONNEL SERVICES	644,454	73,676.44	652,760.82	0.00 (	8,306.82)	101.29
CONTRACTS & PROF. SVCS	41,312	348.95	33,199.64	0.00	8,112.36	80.36
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
MAINTENANCE	76,916	2,144.65	72,792.18	0.00	4,123.82	94.64
UTILITIES	33,120	4,235.31	30,140.18	0.00	2,979.82	91.00
SUPPLIES	65,408	6,563.94	63,303.60	0.00	2,104.40	96.78
MISCELLANEOUS	18,120	80.00	13,218.95	0.00	4,901.05	72.95
CAPITAL EXPENDITURES	27,000	1,430.56	20,917.11	0.00	6,082.89	77.47
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	906,330	85,618.73	886,332.48	0.00	19,997.52	97.79
<u>22-FIRE DEPT.</u>						
PERSONNEL SERVICES	108,225	10,487.91	118,567.63	0.00 (	10,342.63)	109.56
CONTRACTS & PROF. SVCS	46,395	0.00	42,867.38	0.00	3,527.62	92.40
MISCELLANEOUS	1,500	0.00	239.37	0.00	1,260.63	15.96
MAINTENANCE	32,748	142.50	22,430.71	83.52	10,233.77	68.75
UTILITIES	720	60.00	511.96	0.00	208.04	71.11
SUPPLIES	27,599	1,169.70	18,454.76	0.00	9,144.24	66.87
MISCELLANEOUS	12,890	0.00	10,570.72	0.00	2,319.28	82.01
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	230,077	11,860.11	213,642.53	83.52	16,350.95	92.89
<u>34-STREET SYSTEM</u>						
PERSONNEL SERVICES	106,316	6,765.54	91,352.37	0.00	14,963.63	85.93
CONTRACTS & PROF. SVCS	35,887	246.13	31,458.84	0.00	4,428.16	87.66
MISCELLANEOUS	51,562	1,180.62	31,020.95	0.00	20,541.05	60.16
MAINTENANCE	6,500	0.00	6,008.59	0.00	491.41	92.44
UTILITIES	50,565	1,083.16	36,077.57	0.00	14,487.43	71.35
SUPPLIES	11,000	1,985.64	11,629.83	0.00 (	629.83)	105.73
MISCELLANEOUS	500	75.69	95.34	0.00	404.66	19.07
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	262,330	11,336.78	207,643.49	0.00	54,686.51	79.15
<u>60-PUBLIC WORKS BLDG</u>						
PERSONNEL SERVICES	95,820	13,435.48	99,213.83	0.00 (	3,393.83)	103.54
CONTRACTS & PROF. SVCS	18,000	1,554.07	16,259.92	0.00	1,740.08	90.33
MISCELLANEOUS	25,500	613.42	25,516.05	5,000.00 (	5,016.05)	119.67
MAINTENANCE	58,794	3,064.70	37,825.70	0.00	20,968.30	64.34
UTILITIES	13,035	1,428.30	11,293.36	0.00	1,741.64	86.64
SUPPLIES	2,500	0.00	0.00	0.00	2,500.00	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	21,500	0.00	0.00	0.00	21,500.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	235,149	20,095.97	190,108.86	5,000.00	40,040.14	82.97
39-PARKS						
PERSONNEL SERVICES	60,661	5,387.26	52,310.19	0.00	8,350.81	86.23
CONTRACTS & PROF. SVCS	83,750	5,323.00	80,779.95	0.00	2,970.05	96.45
MISCELLANEOUS	21,250	5,915.65	24,692.31	2,290.73 (	5,733.04)	126.98
MAINTENANCE	14,000	1,026.00	13,363.10	0.00	636.90	95.45
UTILITIES	75,840	11,602.76	42,208.39	0.00	33,631.61	55.65
SUPPLIES	12,400	1,985.65	11,621.03	0.00	778.97	93.72
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 39-PARKS	267,901	31,240.32	224,974.97	2,290.73	40,635.30	84.83
71-DEBT SERVICE						
DEBT SERVICE	71,066	0.00	71,065.37	0.00	0.63	100.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	71,066	0.00	71,065.37	0.00	0.63	100.00
TOTAL EXPENDITURES	2,859,924	247,269.86	2,641,325.49	7,374.25	211,224.26	92.61
REVENUE OVER/(UNDER) EXPENDITURES	3,170 (	63,054.94)	170,694.96 (	7,374.25)	160,150.71)	5,152.07

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

PAGE: 4

100-GENERAL FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE	707,673	1,419.86	691,236.31	0.00	16,436.69	97.68
100.00.5711.000 AD VALOREM TAX	0	0.00	0.00	0.00	0.00	0.00
100.00.5712.000 CC CONV FEE COURT	15,000	1,404.07	17,712.16	0.00	2,712.16	118.08
100.00.5713.000 DEL. TAX, PEN. & INT.	0	0.00	0.00	0.00	0.00	0.00
100.00.5714.000 CC CONV FEE UTILITY	10,453	0.00	12,768.06	0.00	2,315.06	122.15
100.00.5715.000 TIRZ	425,000	58,947.70	457,685.20	0.00	32,685.20	107.69
100.00.5721.000 SALES TAX	850	0.00	1,232.46	0.00	382.46	145.00
100.00.5722.000 BEVERAGE TAX	0	0.00	0.00	0.00	0.00	0.00
100.00.5730.000 FRANCHISE FEES - GARBAGE	22,961	0.00	22,961.17	0.00	0.17	100.00
100.00.5731.000 FRANCHISE FEES - GAS	10,800	4,860.00	30,600.00	0.00	19,800.00	283.33
100.00.5732.000 SKYBEAM	5,500	858.00	6,532.25	0.00	1,032.25	118.77
100.00.5733.000 ELEC. FUND FRANCHISE FEE	5,000	1.90	4,458.14	0.00	541.86	89.16
100.00.5734.000 FRANCHISE FEES - TELE.	13,000	0.00	13,569.90	0.00	569.90	104.38
100.00.5735.000 FRANCHISE FEES - CABLE	0	0.00	0.00	0.00	0.00	0.00
100.00.5736.000 FRANCHISE FEES - OTHER	25,000	8,349.30	44,256.11	0.00	19,256.11	177.02
100.00.5741.000 PERMITS & INSPECTIONS	2,000	0.00	0.00	0.00	2,000.00	0.00
100.00.5742.000 PLANNING & ZONING FEES	100	0.00	123.00	0.00	23.00	123.00
100.00.5743.000 FEES	150,000	13,501.16	141,552.76	0.00	8,447.24	94.37
100.00.5744.000 PENALTIES	110,997	0.00	110,976.03	0.00	20.97	99.98
100.00.5745.000 CNTY FIRE RUNS	1,000	50.00	1,250.00	0.00	250.00	125.00
100.00.5746.000 ONION SHED RENTAL	14,800	0.00	15,119.33	0.00	319.33	102.16
100.00.5747.000 COUNTY LIBRARY FUND	0	0.00	14.00	0.00	14.00	0.00
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	60.91	0.00	60.91	0.00
100.00.5749.000 MUN. CT. BLDG. SECURITY	0	0.00	81.21	0.00	81.21	0.00
100.00.5750.000 LAMKIN MEMORIAL	0	0.00	0.00	0.00	0.00	0.00
100.00.5751.000 MUN. CT. TECHNOLOGY FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5754.000 GRANT PROCEEDS	15,205	1,395.64	15,211.07	0.00	6.07	100.04
100.00.5758.000 T-MOBILE LEASE	9,105	0.00	9,105.00	0.00	0.00	100.00
100.00.5759.000 GAMING MACHINE LICENSE	0	0.00	0.00	0.00	0.00	0.00
100.00.5760.000 SRO SUPPORT	250	28.90	331.27	0.00	81.27	132.51
100.00.5762.000 INTEREST EARNED	600	0.00	600.00	0.00	0.00	100.00
100.00.5763.000 FEDC 4A STAFF SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5764.000 FCDC IMPROVEMENTS	12,000	1,000.00	12,000.00	0.00	0.00	100.00
100.00.5765.000 RENT E. TX. MED CTR.	0	0.00	0.00	0.00	0.00	0.00
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	5,400	0.00	7,201.69	0.00	1,801.69	133.36
100.00.5768.000 S W BELL LEASE	25,000	601.17	19,952.92	0.00	5,047.08	79.81
100.00.5769.000 OTHER INCOME	0	0.00	0.00	0.00	0.00	0.00
100.00.5770.000 C.C. CHILD SAFETY	0	0.00	0.00	0.00	0.00	0.00
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	4,900.30	0.00	4,900.30	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	3,400	736.00	4,860.26	0.00	1,460.26	142.95
100.00.5773.000 REVENUE RESCUE	3,500	100.00	3,380.00	0.00	120.00	96.57
100.00.5774.000 ALARM FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	0.00	0.00	0.00	0.00
100.00.5776.000 LIBRARY GRANT TIF	0	0.00	0.00	0.00	0.00	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5790.000 COURT EOY CORRECTION	0	0.00	0.00	0.00	0.00	0.00

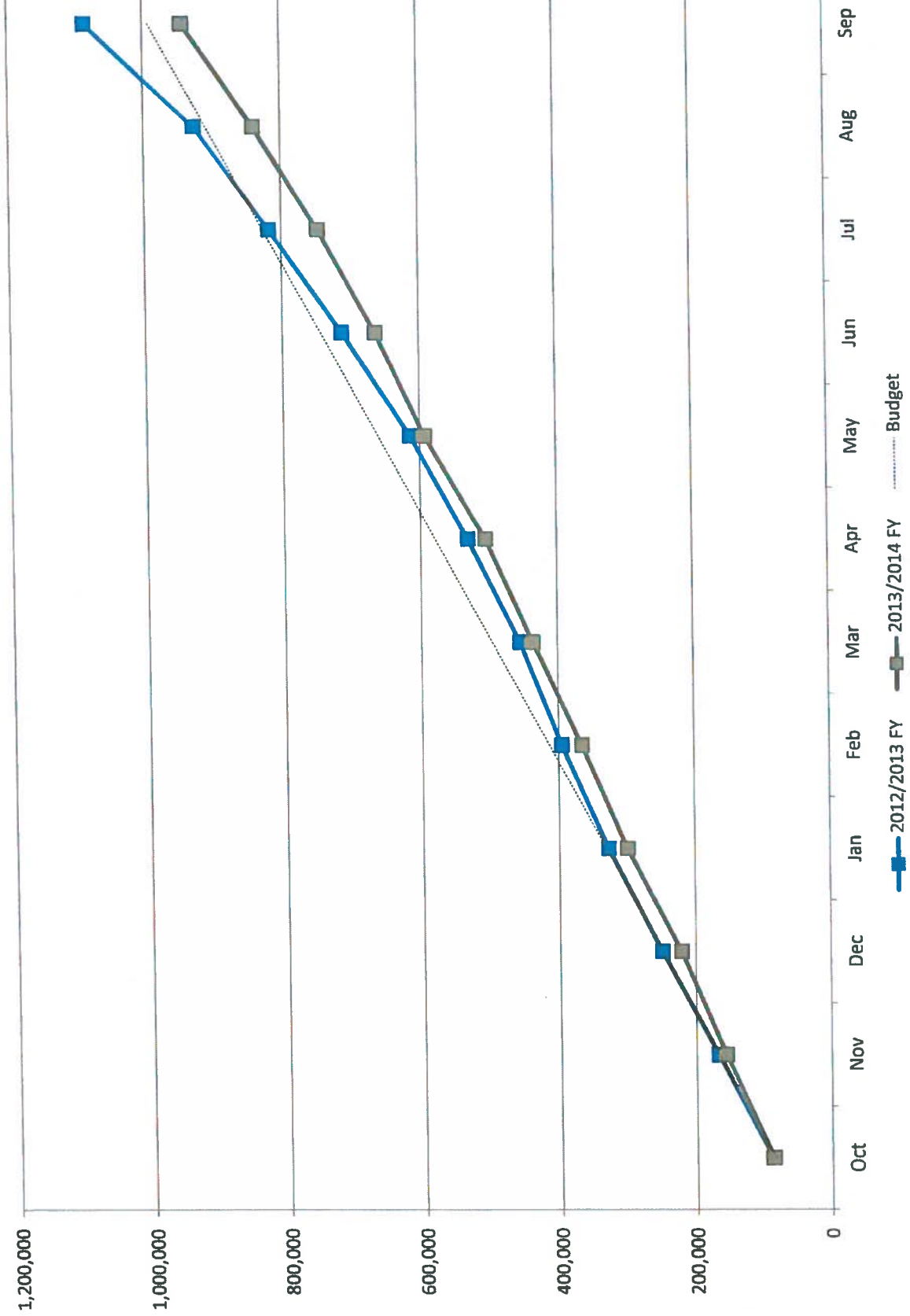
CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

100-GENERAL FUND

% OF YEAR COMPLETED: 100.00

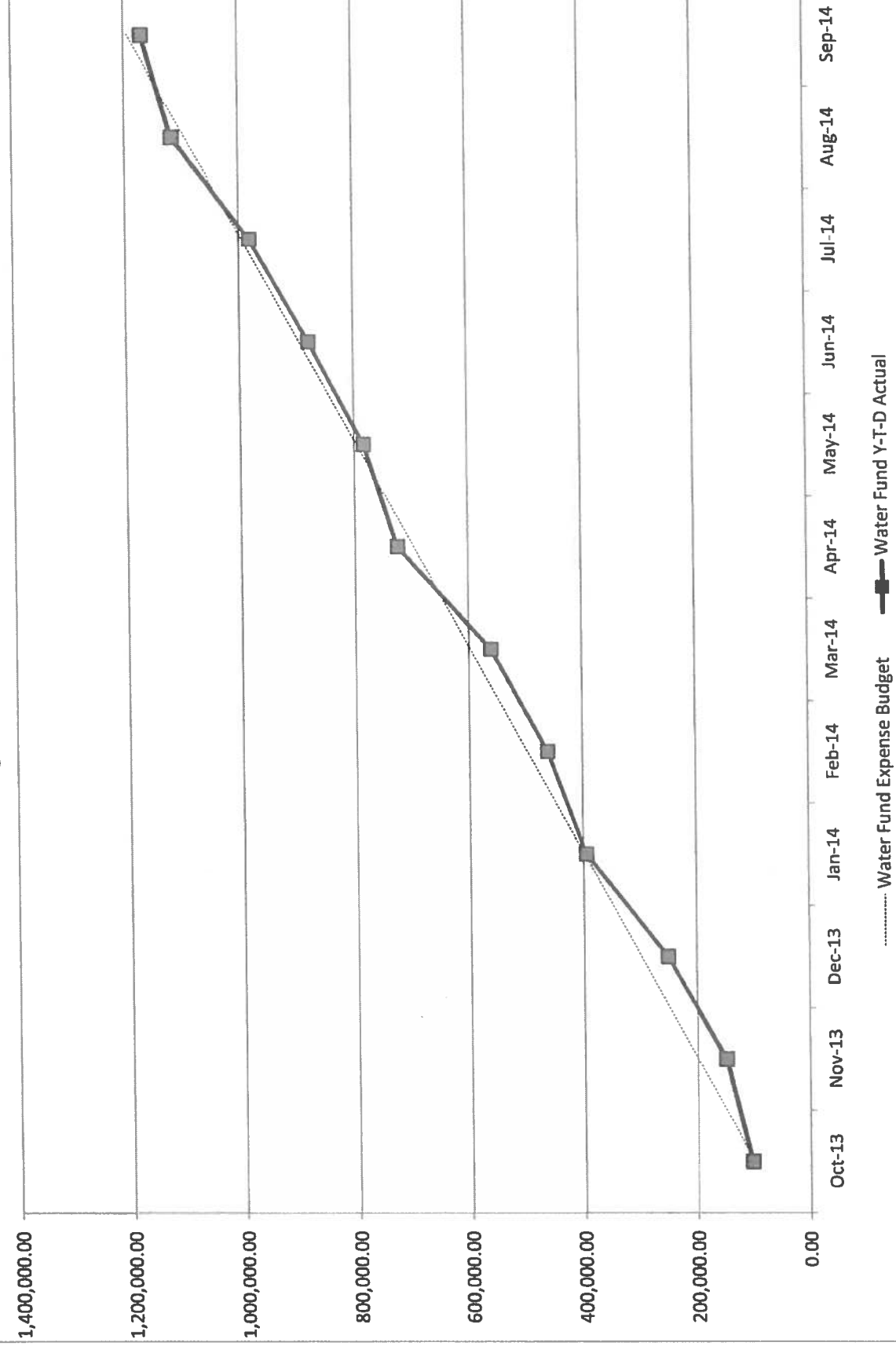
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5791.000 4B SUPPORT REVENUE	0	0.00	500.00	0.00 (	500.00)	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.82	20,709.84	0.00	0.16	100.00
100.00.5793.000 RENT RECEIVED	3,600	300.00	3,600.00	0.00	0.00	100.00
100.00.5794.000 CIVIC RENT	5,500	1,800.00	7,531.50	0.00 (	2,031.50)	136.94
100.00.5795.000 4B SALARY	57,455	0.00	57,454.60	0.00	0.40	100.00
100.00.5796.000 KCS RAILWAY MOWING	0	0.00	0.00	0.00	0.00	0.00
100.00.5797.000 MARKETING	23,110	0.00	23,110.00	0.00	0.00	100.00
100.00.5798.000 STEP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,045,625	87,135.40	1,049,383.00	0.00 (	3,758.00)	100.36
100.00.5992.000 SALE OF FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	0	0.00	0.00	0.00	0.00	0.00
100.00.5998.000 TRANS.IN- GEN.FND.SURPLU	112,500	0.00	0.00	0.00	112,500.00	0.00
100.00.5999.000 TRANS.IN-PARK IMP.SURPLU	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	2,863,094	184,214.92	2,812,020.45	0.00	51,073.55	98.22
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TOTAL REVENUE	2,863,094	184,214.92	2,812,020.45	0.00	51,073.55	98.22

Water Revenue Comparison Chart

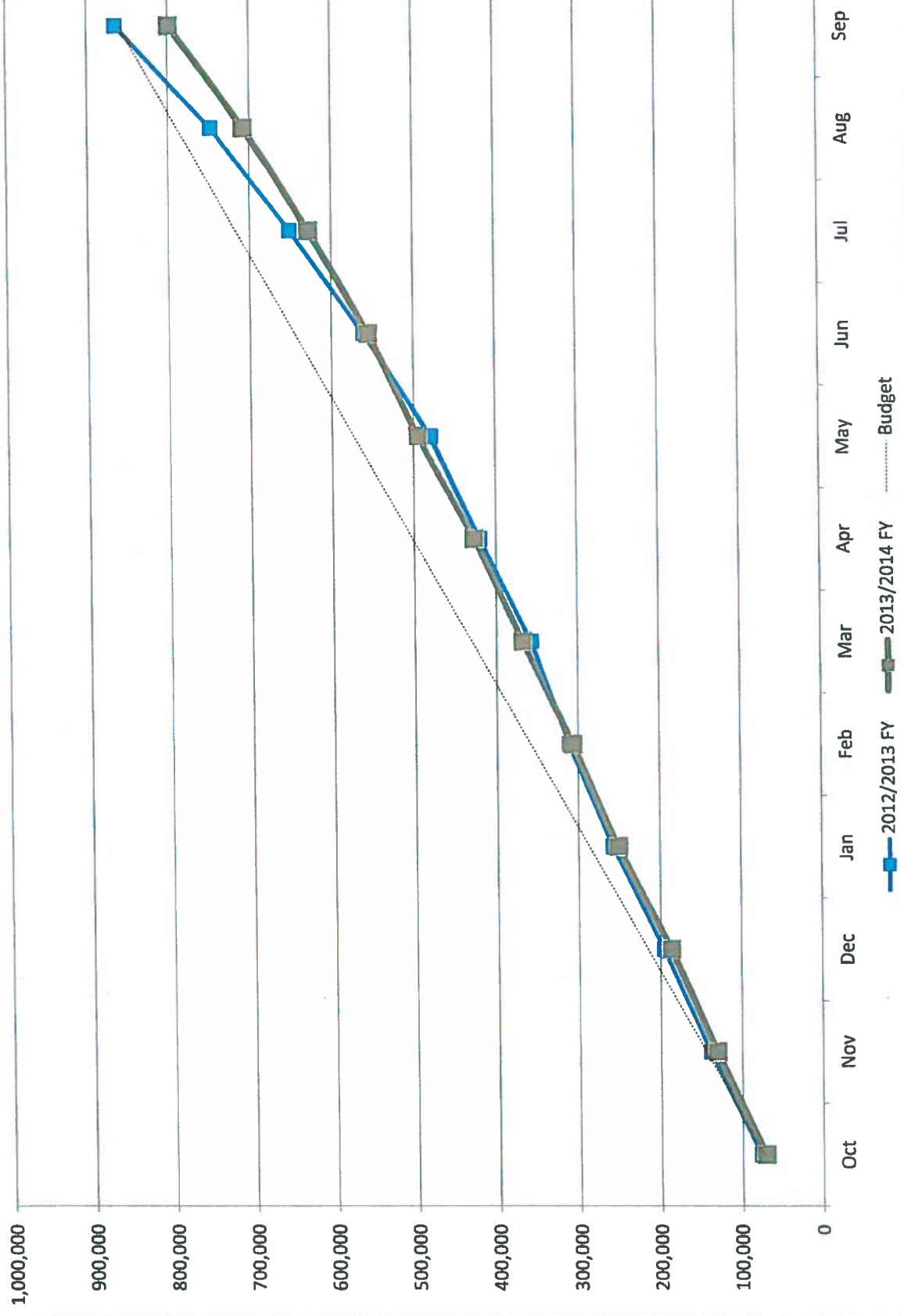


Water Fund Expense

Budget Year 10/2013 thru 9/2014



City Water Sales



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

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700-WATER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	991,836	103,833.04	943,625.93	0.00	48,210.07	95.14
TOTAL REVENUES	991,836	103,833.04	943,625.93	0.00	48,210.07	95.14
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION						
PERSONNEL SERVICES	125,926	15,074.48	131,651.71	0.00	5,725.71	104.55
CONTRACTS & PROF. SVCS	265	0.00	114.60	0.00	150.40	43.25
MAINTENANCE	15,772	728.25	16,049.11	0.00	277.11	101.76
UTILITIES	18,000	464.36	13,454.69	0.00	4,545.31	74.75
SUPPLIES	500	0.00	210.50	0.00	289.50	42.10
MISCELLANEOUS	2,250	853.63	4,382.68	0.00	2,132.68	194.79
TOTAL 12-ADMINISTRATION	162,713	17,120.72	165,863.29	0.00	3,150.29	101.94
52-STORM WATER SYSTEM						
PERSONNEL SERVICES	604	0.00	1,260.52	0.00	656.52	208.70
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	1,274.53	0.00	1,274.53	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	604	0.00	2,535.05	0.00	1,931.05	419.71
35-WATER DEPT.						
PERSONNEL SERVICES	208,782	23,393.60	224,353.23	0.00	15,571.23	107.46
CONTRACTS & PROF. SVCS	55,655	2,816.79	57,647.16	0.00	1,992.16	103.58
MISCELLANEOUS	77,050	3,983.72	77,776.76	185.77	912.53	101.18
MAINTENANCE	5,000	121.17	5,487.04	0.00	487.04	109.74
UTILITIES	26,047	4,329.86	25,548.77	0.00	498.23	98.09
SUPPLIES	534,472	9,713.60	485,773.41	0.00	48,698.59	90.89
MISCELLANEOUS	2,000	68.54	2,175.60	0.00	175.60	108.78
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	121,874	10,156.16	121,873.92	0.00	0.00	100.00
TOTAL 35-WATER DEPT.	1,030,880	35,156.24	1,000,635.89	185.77	30,056.34	97.08
TOTAL EXPENDITURES	1,194,197	52,276.96	1,169,034.23	185.77	24,977.00	97.91
REVENUE OVER/ (UNDER) EXPENDITURES	(202,361)	51,556.08	225,408.30	185.77	23,233.07	111.48

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

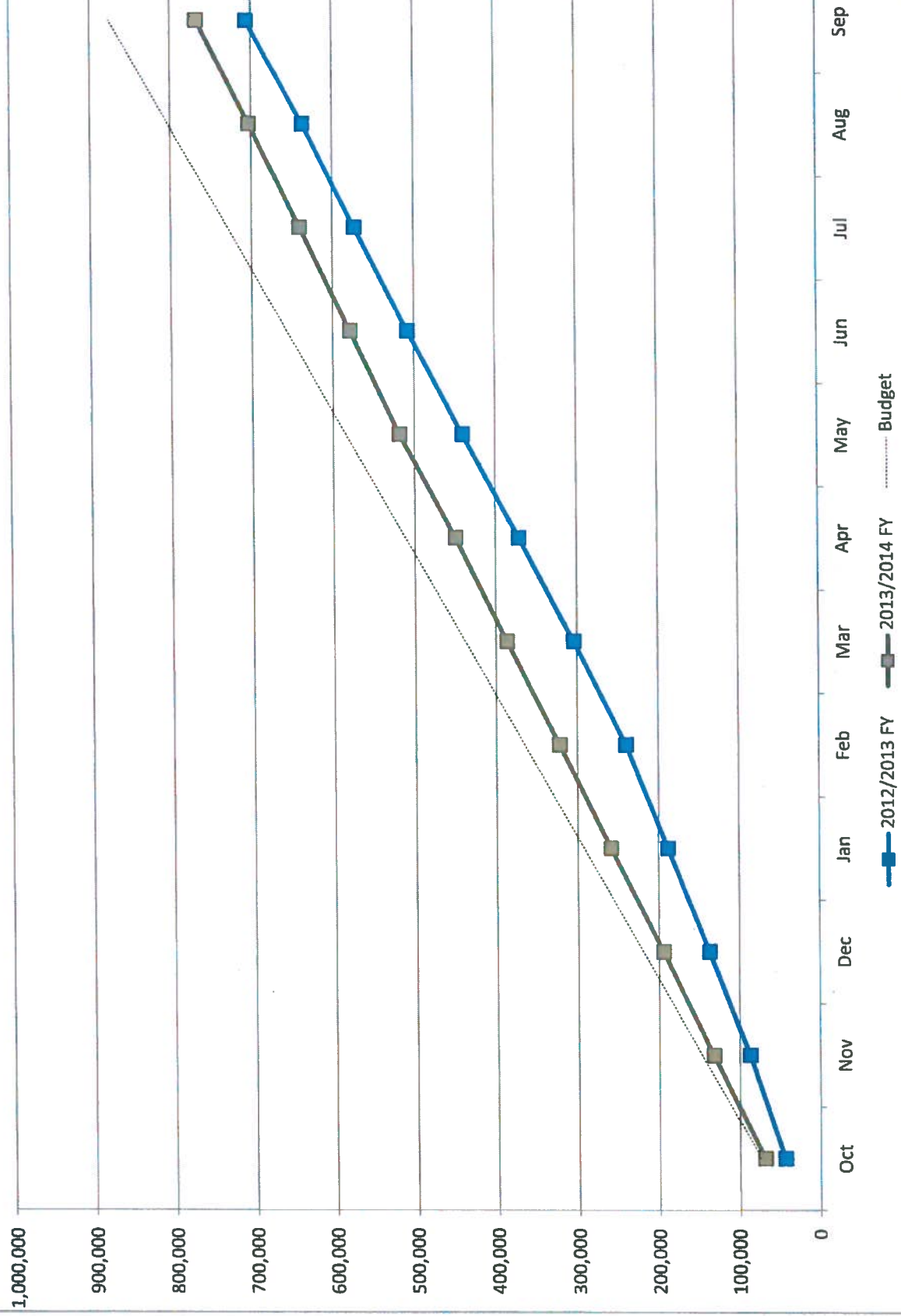
PAGE: 2

700-WATER FUND

% OF YEAR COMPLETED: 100.00

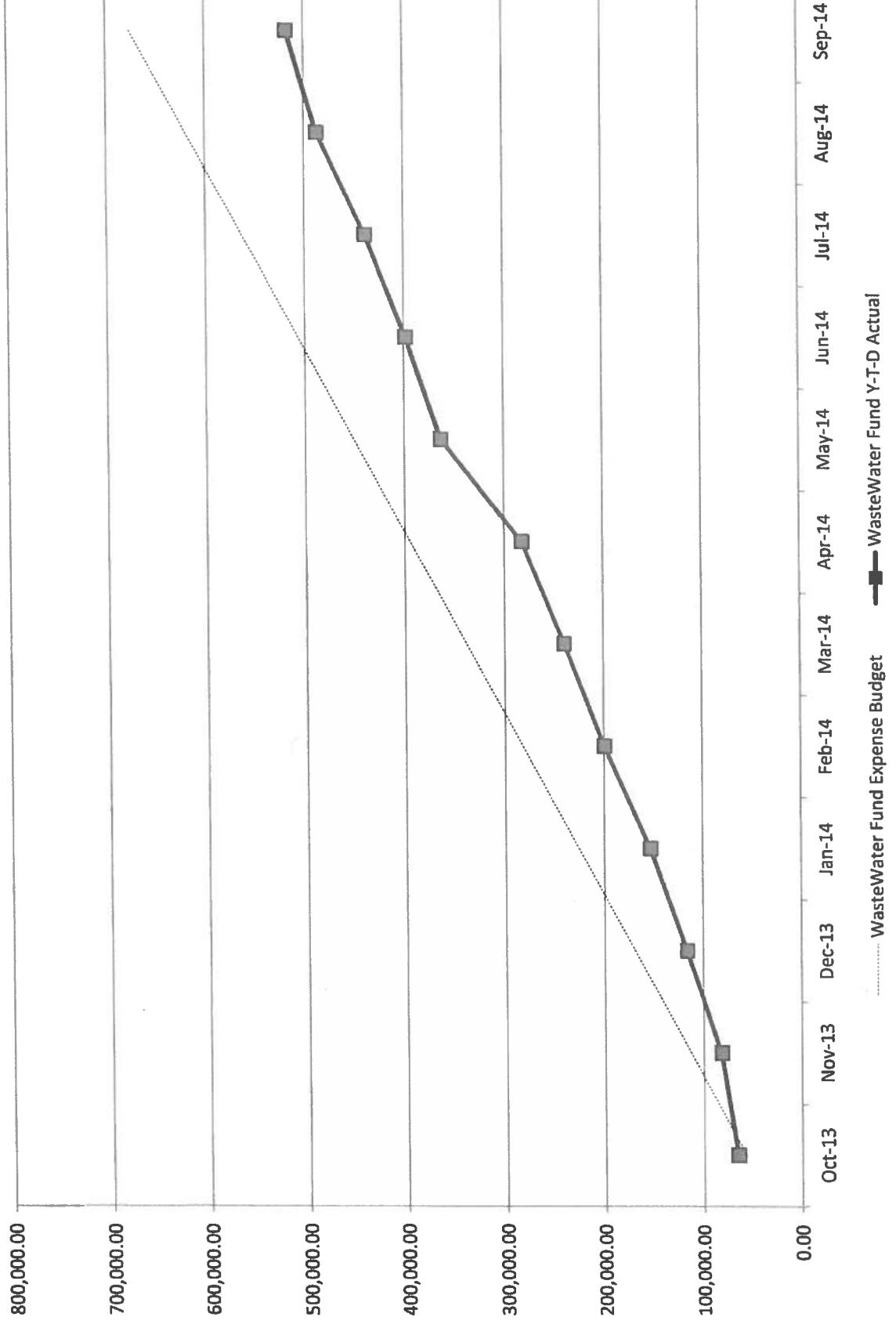
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	3,500	155.00	3,273.20	0.00	226.80	93.52
700.00.5744.000 PENALTIES	18,000	1,368.80	14,414.10	0.00	3,585.90	80.08
700.00.5745.000 AGREEMENTS AND CONTRACTS	99,000	5,825.01	106,694.10	0.00	7,694.10	107.77
700.00.5746.000 IMPACT FEE	4,055	1,314.00	9,416.00	0.00	5,361.00	232.21
700.00.5751.000 CITY WATER SALES	860,521	91,200.35	798,856.58	0.00	61,664.42	92.83
700.00.5753.000 WATER TAP FEES	5,760	3,920.00	9,680.00	0.00	3,920.00	168.06
700.00.5762.000 INTEREST EARNED	500	49.88	567.01	0.00	67.01	113.40
700.00.5767.000 OTHER REVENUE	500	0.00	644.94	0.00	144.94	128.99
700.00.5769.000 OTHER REVENUE	0	0.00	80.00	0.00	80.00	0.00
TOTAL 00-REVENUE	991,836	103,833.04	943,625.93	0.00	48,210.07	95.14
TOTAL REVENUE	991,836	103,833.04	943,625.93	0.00	48,210.07	95.14

Wastewater Revenue Comparison Chart

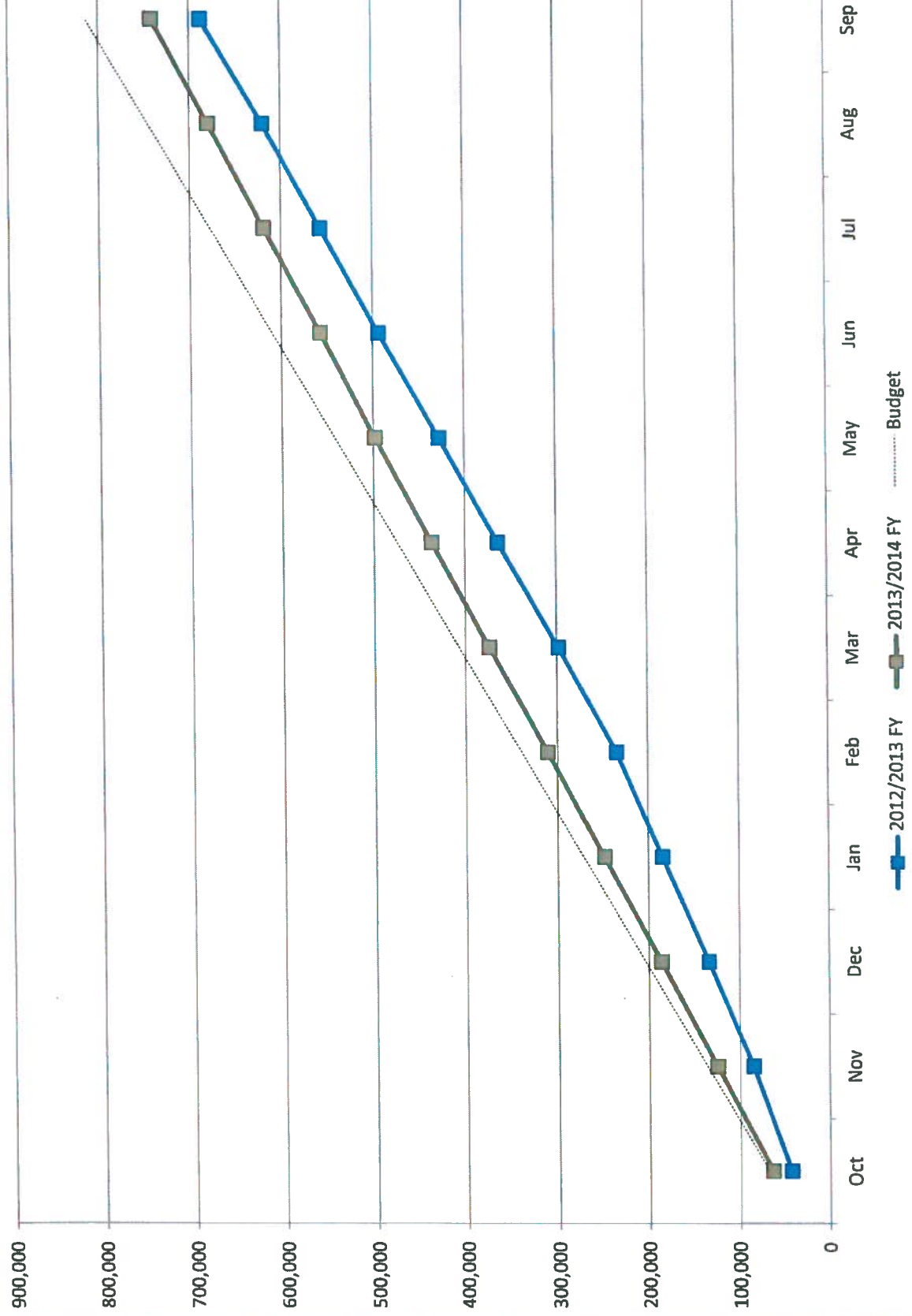


Wastewater Fund Expense

Budget Year 10/2013 thru 9/2014



City Sewer Sales



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	876,220	64,189.00	767,565.08	0.00	108,554.92	87.61
TOTAL REVENUES	876,220	64,189.00	767,565.08	0.00	108,554.92	87.61
<u>EXPENDITURE SUMMARY</u>						
<u>12-ADMINISTRATION</u>						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	0	0.00	0.00	0.00	0.00	0.00
<u>36-WASTEWATER SYSTEM</u>						
PERSONNEL SERVICES	64,203	3,797.85	52,000.36	0.00	12,202.64	80.99
CONTRACTS & PROF. SVCS	11,000	6,471.36	14,537.64	0.00	3,537.64	132.16
MISCELLANEOUS	17,256	0.00	15,238.35	0.00	2,017.65	88.31
MAINTENANCE	258,890	5,700.00	221,043.49	0.00	37,846.51	85.38
UTILITIES	11,475	1,123.82	9,210.41	0.00	2,264.59	80.27
SUPPLIES	7,000	1,067.69	6,976.81	0.00	23.19	99.67
MISCELLANEOUS	250	0.00	45.17	0.00	204.83	18.07
DEBT SERVICE	106,662	0.00	13,940.00	0.00	92,722.00	13.07
CAPITAL EXPENDITURES	42,000	0.00	39,848.00	0.00	2,152.00	94.88
TRANSFERS	144,601	12,050.08	144,600.96	0.00	0.04	100.00
TOTAL 36-WASTEWATER SYSTEM	663,337	30,210.80	517,441.19	0.00	145,895.81	78.01
<u>TOTAL EXPENDITURES</u>						
TOTAL EXPENDITURES	663,337	30,210.80	517,441.19	0.00	145,895.81	78.01
REVENUE OVER/(UNDER) EXPENDITURES	212,883	33,978.20	250,223.89	0.00	37,340.89	117.54

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

PAGE: 2

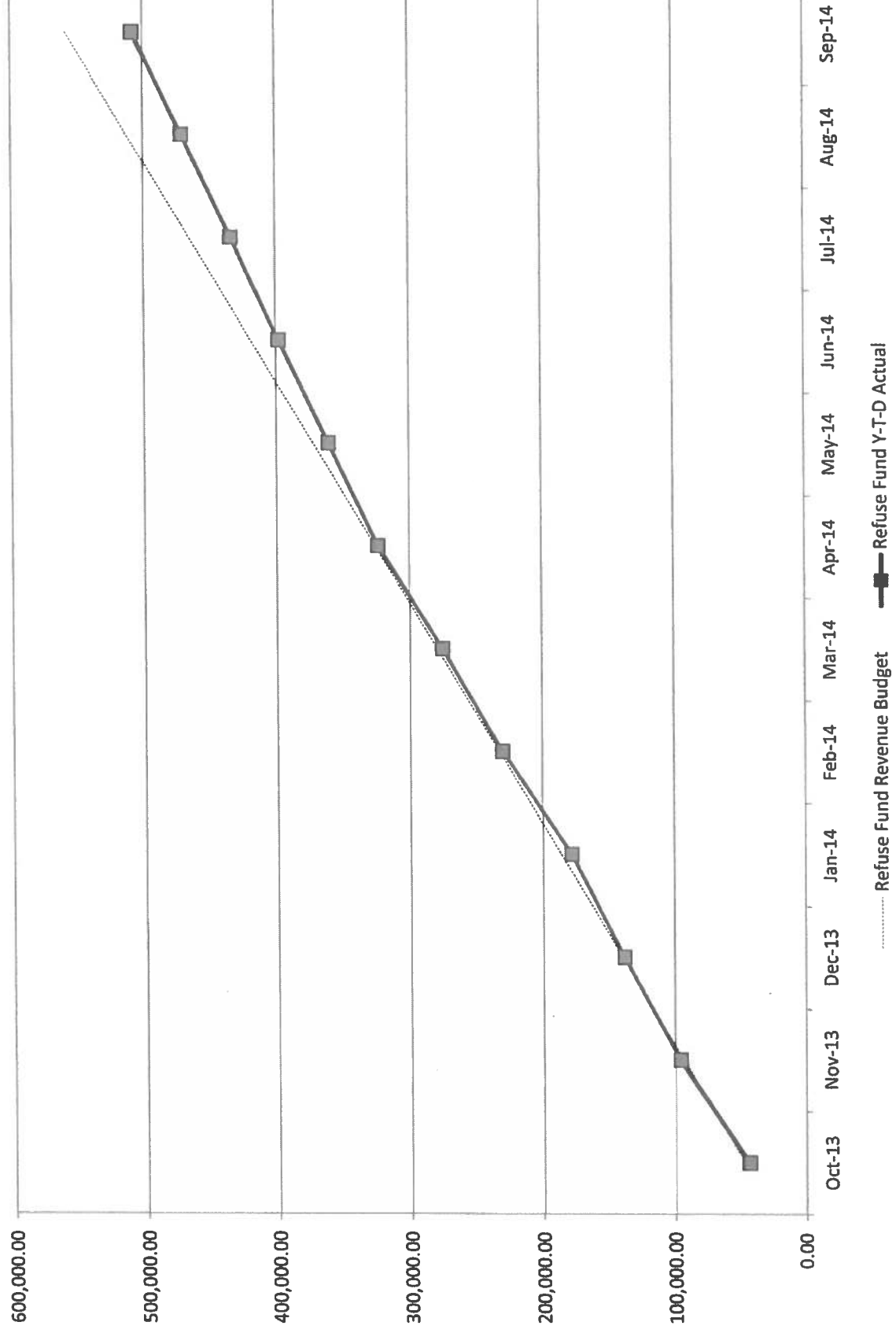
705--WASTEWATER

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	813,489	61,759.48	741,569.34	0.00	71,919.66	91.16
705.00.5743.000 FEES	0	0.00	90.00	0.00 (	90.00)	0.00
705.00.5744.000 PENALTIES	16,291	1,286.62	15,878.84	0.00	412.16	97.47
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	4,440	0.00	8,384.00	0.00 (	3,944.00)	188.83
705.00.5753.000 SEWER TAP FEE	0	1,142.90	1,742.90	0.00 (	1,742.90)	0.00
705.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5768.000 SEWER BACKUP SERVICES	0	0.00	0.00	0.00	0.00	0.00
705.00.5995.000 TRANSFER IN RESERVES	42,000	0.00	0.00	0.00	42,000.00	0.00
TOTAL 00-REVENUE	876,220	64,189.00	767,665.08	0.00	108,554.92	87.61
TOTAL REVENUE	876,220	64,189.00	767,665.08	0.00	108,554.92	87.61

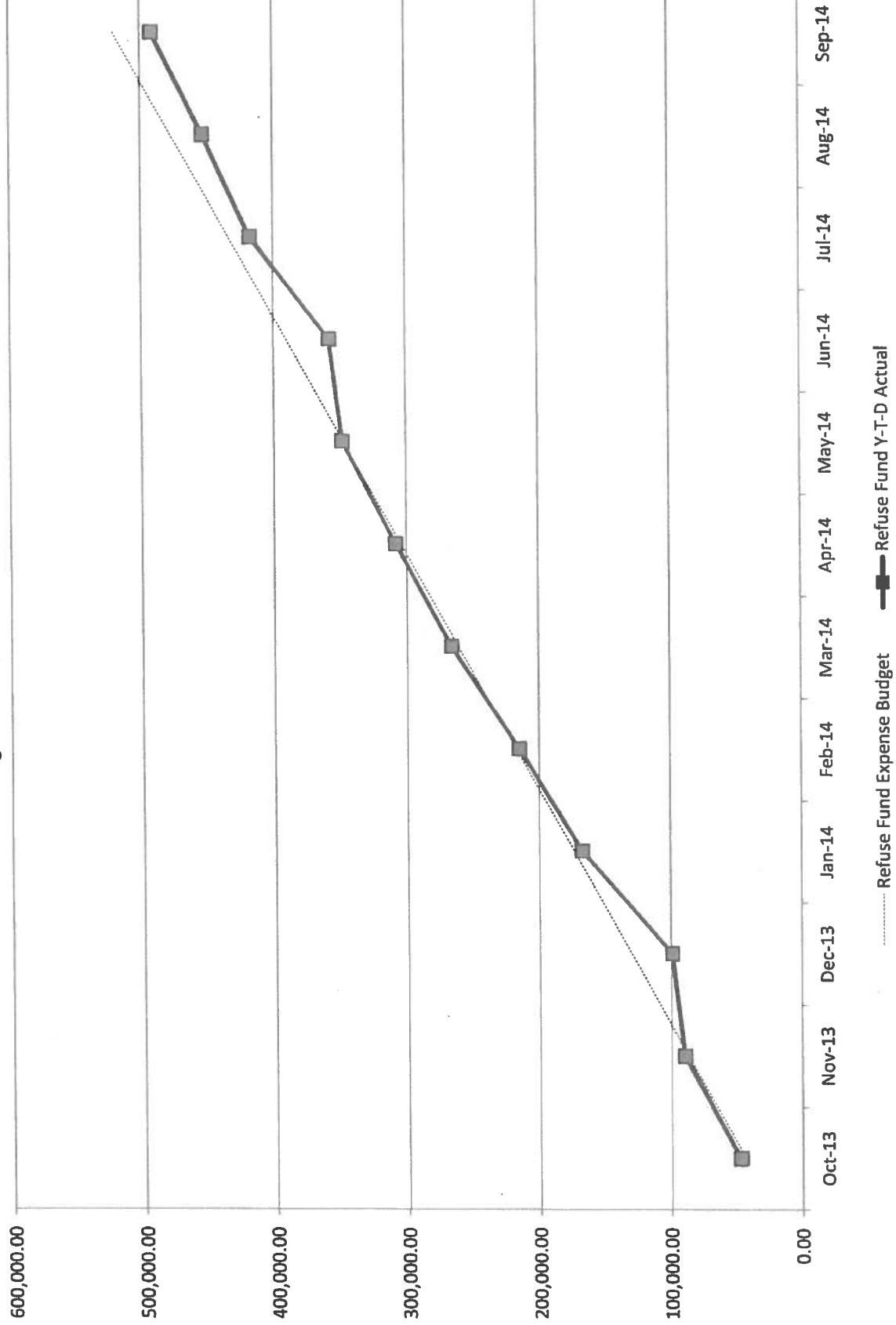
Refuse Fund Revenue Progress

Budget Year 10/2013 thru 9/2014



Refuse Fund Expense

Budget Year 10/2013 thru 9/2014



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

PAGE: 1

720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	558,925	37,029.35	508,028.93	0.00	50,896.07	90.89
TOTAL REVENUES	558,925	37,029.35	508,028.93	0.00	50,896.07	90.89
<u>EXPENDITURE SUMMARY</u>						
32-REFUSE DEPT.						
PERSONNEL SERVICES	0	0.00	136.51	0.00	136.51	0.00
CONTRACTS & PROF. SVCS	443,577	31,577.04	413,585.01	0.00	29,991.99	93.24
MISCELLANEOUS	75,100	6,258.33	75,179.96	0.00	79.96	100.11
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	2,400.00	0.00	0.00	100.00
MISCELLANEOUS	0	0.00	65.85	0.00	65.85	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.	521,077	38,035.37	491,235.63	0.00	29,841.37	94.27
35-WATER DEPT.						
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00	0.00

TOTAL EXPENDITURES

521,077 38,035.37 491,235.63 0.00 29,841.37 94.27

REVENUE OVER/(UNDER) EXPENDITURES

37,848 (1,006.02) 16,793.30 0.00 21,054.70 44.37

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

720-REFUSE FUND

% OF YEAR COMPLETED: 100.00

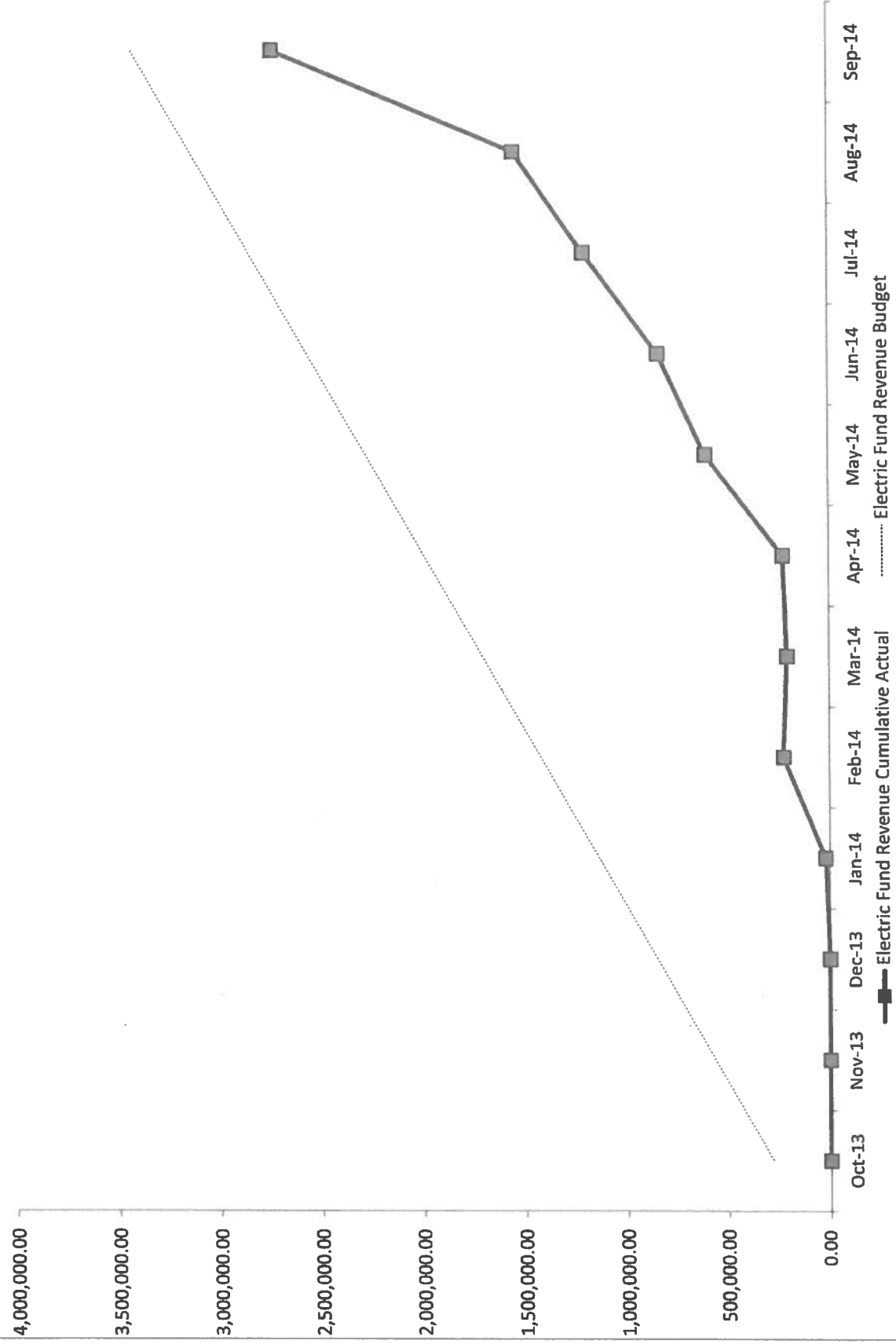
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	7,500	541.06	7,697.16	0.00	197.16)	102.63
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
720.00.5751.000 RESIDENTIAL TRASH COLL	264,000	20,660.32	244,834.36	0.00	19,165.64	92.74
720.00.5752.000 COMMERCIAL TRASH COLLECT	282,300	15,420.21	251,659.46	0.00	30,640.54	89.15
720.00.5755.000 RECYCLE	4,970	404.60	3,316.60	0.00	1,653.40	66.73
720.00.5762.000 INTEREST EARNED	125	3.16	26.35	0.00	98.65	21.08
720.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5768.000 BRUSH AND CHIPPING AND P	30	0.00	495.00	0.00	465.00)	1,650.00
720.00.5770.000 HHW	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	558,925	37,029.35	508,028.93	0.00	50,896.07	90.89

TOTAL REVENUE

558,925 37,029.35 508,028.93 0.00 50,896.07 90.89

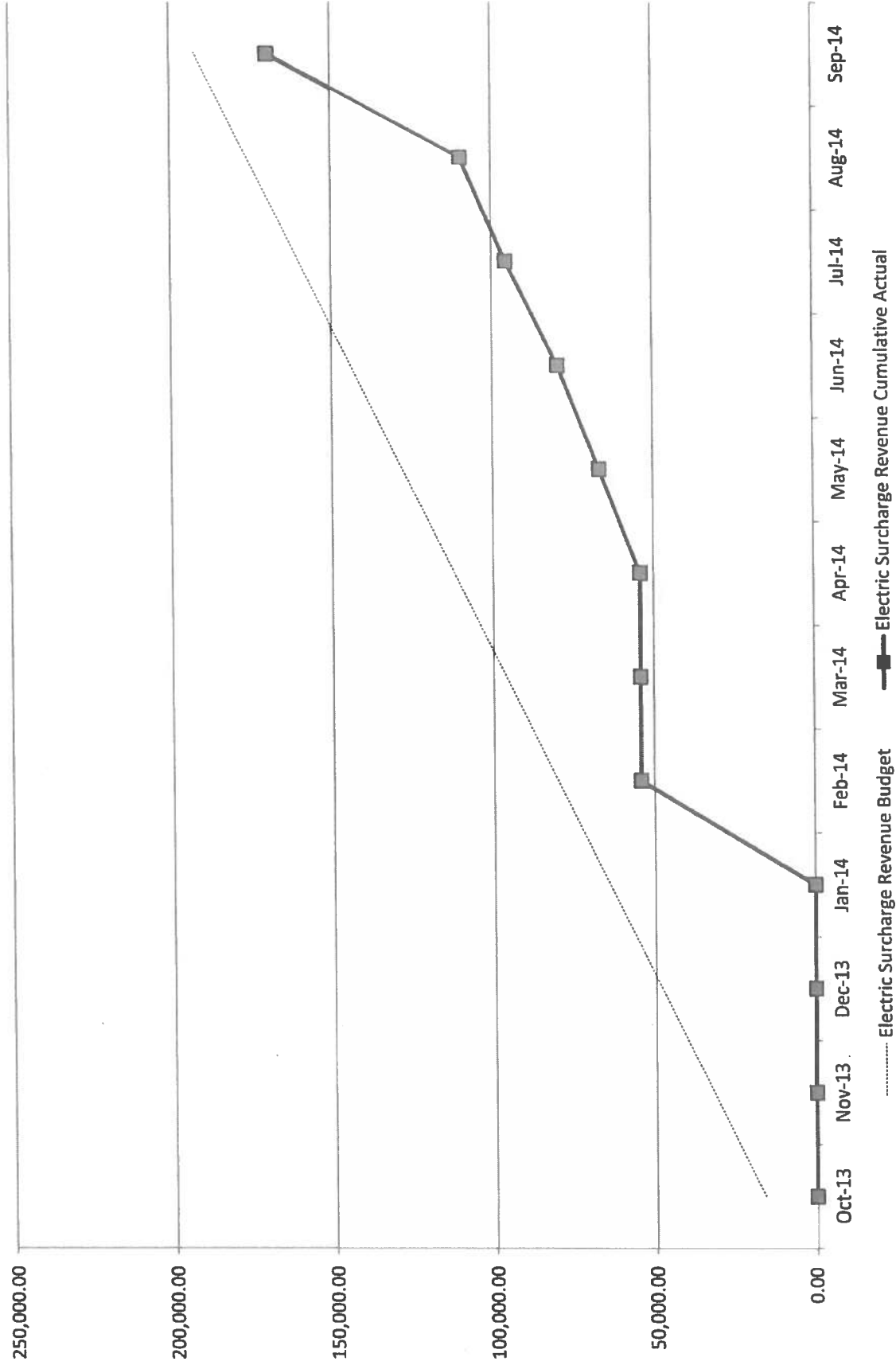
Electric Fund Revenue Progress

Budget Year 10/2013 thru 9/2014



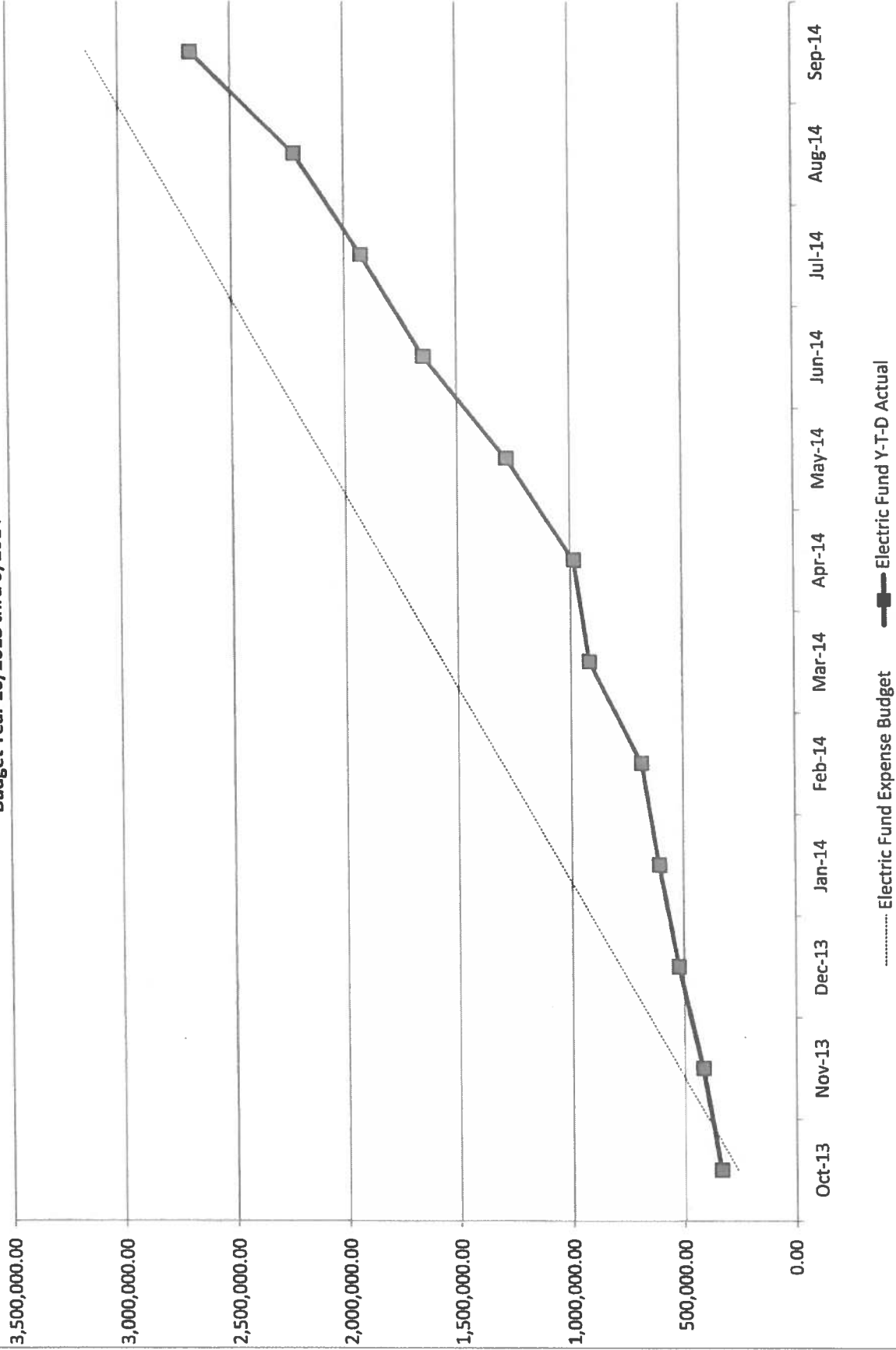
Electric Fund Surcharge Revenue Progress

Budget Year 10/2013 thru 9/2014



Electric Fund Expense

Budget Year 10/2013 thru 9/2014



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

715-ELECTRIC FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	3,417,709	939,487.81	2,581,710.73	0.00	835,998.27	75.54
TOTAL REVENUES	3,417,709	939,487.81	2,581,710.73	0.00	835,998.27	75.54
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	0	0.00	0.00	0.00	0.00	0.00
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	246,345	33,306.68	214,185.40	0.00	32,159.60	86.95
CONTRACTS & PROF. SVCS	164,920	29,507.06	165,159.47	0.00 (	239.47)	100.15
MISCELLANEOUS	228,735 (	30,400.03)	202,933.71	8,879.25	16,921.67	92.60
MAINTENANCE	33,250	310.71	30,357.46	288.21	2,604.33	92.17
UTILITIES	4,000	760.83	3,616.87	0.00	383.13	90.42
SUPPLIES	1,009,000	268,796.25	776,630.83	0.00	232,369.17	76.97
MISCELLANEOUS	11,150	217.11	11,062.47	0.00	87.53	99.21
DEBT SERVICE	25,000	0.00	30,087.15	0.00 (	5,087.15)	120.35
CAPITAL EXPENDITURES	712,845	97,429.98	539,597.96	121,035.78	52,211.63	92.68
TRANSFERS	704,050	58,670.83	704,049.96	0.00	0.04	100.00
TOTAL 37-ELECTRIC DEPT.	3,139,295	458,599.42	2,677,681.28	130,203.24	331,410.48	89.44
TOTAL EXPENDITURES	3,139,295	458,599.42	2,677,681.28	130,203.24	331,410.48	89.44
REVENUE OVER/(UNDER) EXPENDITURES	278,414	480,888.39 (	95,970.55) (	130,203.24)	504,587.79	81.24 -

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2014

715-ELECTRIC FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	1,000	930.00	4,352.50	0.00 (	3,352.50)	435.25
715.00.5744.000 PENALTIES	6,000	5,405.91	22,855.06	0.00 (	16,855.06)	380.92
715.00.5745.000 AGREEMENTS AND CONTRACTS	760,732	529,337.50	735,536.77	0.00	25,195.23	96.69
715.00.5751.000 ELECTRICITY SALES	1,752,429	334,502.99	1,586,719.52	0.00	165,709.48	90.54
715.00.5755.000 SURCHARGE	192,298	114,335.44	169,740.92	0.00	22,557.08	88.27
715.00.5757.000 PCA (POWER COST ADJ)	105,000	9,225.33	42,509.14	0.00	62,490.86	40.48
715.00.5762.000 INTEREST	250	13.44	203.81	0.00	46.19	81.52
715.00.5767.000 OTHER REVENUE	0 (	54,262.80)	19,793.01	0.00 (	19,793.01)	0.00
715.00.5799.000 4A SUPPORT	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	600,000	0.00	0.00	0.00	600,000.00	0.00
715.00.5998.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	3,417,709	939,487.81	2,581,710.73	0.00	835,998.27	75.54
TOTAL REVENUE	3,417,709	939,487.81	2,581,710.73	0.00	835,998.27	75.54



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Receive update regarding the National Register District

- Mary Tate, National Registry Consultant, will be presenting information

ACTION: Information only, no action required.



TO: Mayor and Councilmembers
FROM: City Manager Ben White
DATE: October 28, 2014
SUBJECT: Consider, discuss and act upon appointing a Chairman to the TIRZ board

- Annual appointment as prescribed in the Bylaws of the Tax Increment Reinvestment Zone District.
- Staff recommendation: re-appoint Mayor Joe Helmberger as Chairman and continue with the same board members

ACTION: Nominate and appoint a Chairman.

FARMERSVILLE TAX INCREMENT REINVESTMENT ZONE (TIRZ)

Term: Two Year Term – No Term Limit

(Chairman is appointed annually)

Per the TIRZ By-Laws: 3 Directors are appointed by City Council

2 Directors are appointed by Collin County Commissioner's Court

Name
Joe Helmberger (Chair) 2 nd Term Began 12/2013 – Term ends 12/2014
Robbie Tedford 2 nd Term Began 10/2013 – Term ends 12/2015
Stefanie Hurst 2 nd Term Began 10/2013 – Term ends 12/2015
Chris Hill 2 nd Term Began 10/2013 – Term ends 12/2015
Cheryl Williams 2 nd Term Began 10/2013 – Term ends 12/2015
Ex Officio Members:
Ben White City Manager

MEETS: As Needed in the Council Chambers of City Hall. Time and date will be announced.

STAFF LIAISON: Daphne Hamlin, Finance Director



TO: Mayor and Councilmembers

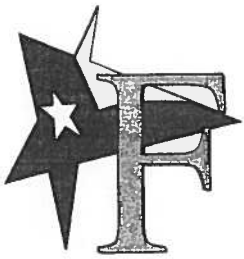
FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Consider, discuss and act upon electric rates

- City Manager Ben White will address this topic
- Historical documents reflecting agreements with JD Russell is attached for review
- Rate ordinance is attached
- Excerpt of Master Fee Schedule pertaining to electric rates is attached for review

ACTION: Council action as deemed necessary.



972-782-6151

City of Farmersville

205 South Main Street
Farmersville, Texas 75442

90 Day Trial Agreement

The City of Farmersville will change the set Multiplier from 600, to fit the production schedule for J D Russell Company located at 420 Welch Dr. The multiplier will be reviewed monthly by Cap Rock Energy before billing is calculated. The guideline in which Cap Rock Energy will use is as follows:

- Over 500 kw the Multiplier will be 600
- Under 500 kw the Multiplier will be 192

After 90 days this will be reviewed for a more permanent agreement.
The 90 days start with the January 2006 meter reading.

City of Farmersville
Alan Hein

J D Russell Company
David Eaves



972-782-6151

City of Farmersville

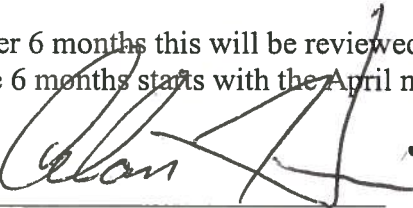
205 South Main Street
Farmersville, Texas 75442

Agreement

The City of Farmersville will change the set Multiplier from 600, to fit the production schedule for J D Russell Company located at 420 Welch Dr. The multiplier will be reviewed monthly by Cap Rock Energy before billing is calculated. The guideline in which Cap Rock Energy will use is as follows:

- **Over 500 kw the Multiplier will be 600**
- **Under 500 kw the Multiplier will be 192**

After 6 months this will be reviewed for a more permanent agreement
The 6 months starts with the April meter reading



City of Farmersville
Alan Hein



J D Russell Company
David Eaves

Date 5-15-06



City of Farmersville

205 South Main Street
Farmersville, Texas 75442

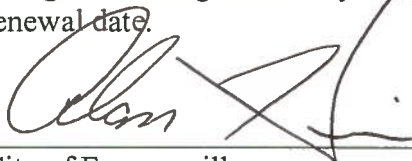
972-782-6151

Agreement

The City of Farmersville will change the set Multiplier from 600, to fit the production schedule for J D Russell Company located at 420 Welch Dr. The multiplier will be reviewed monthly by Cap Rock Energy before billing is calculated. The guideline in which Cap Rock Energy will use is as follows:

- **Over 500 kw the Multiplier will be 600**
- **Under 500 kw the Multiplier will be 192**

This agreement will automatically renew every 6 months from the date signed. Any changes to this agreement by either party should be made in writing 30 days prior to the renewal date.



City of Farmersville
Alan Hein



J D Russell Company
David Eaves

Date 11-10-06



December 16, 2008

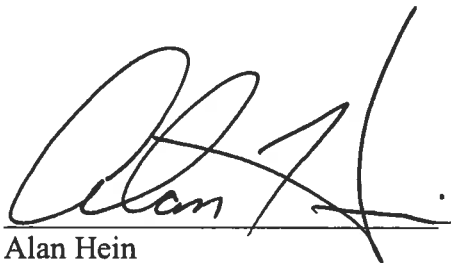
The JD Russell Company

RE: Electric Demand Charge for testing at the facility at 420 Welch Drive.

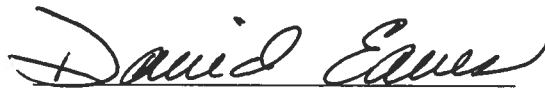
In order for the City of Farmersville to authorize Cap Rock to adjust the demand on future billings the process for each testing period will be:

- J D Russell Company will submit to the City of Farmersville in writing, the dates of the TESTING. Enough time should be allowed for Cap Rock Energy to retrieve a reading and reset the demand.
- A copy will then be forwarded to Cap Rock Energy for the demand charge adjustment.

The agreement will expire on September 1, 2009.



Alan Hein
City Manager



David Eaves
Plant Manager

pj

City Hall Update January 2007

Down Town Signage

TXDOT has informed me that the Shop Down Town signs which were installed in their ROW must be removed. According to law there can be no directional advertisement signage (Shop Down Town) in the state right of way. So the signs in these areas will be removed.

City Hall News Letter

The City Hall Newsletter was published in the paper that distributed the week of January 15th. Our plan is to have an article in the paper once a month. Please let me or Linda know your thoughts.

NTMWD Water Conservation Carts

Attached for your review are the water charts for the month of December, for The City of Farmersville and various other cities. I attended a meeting at NTMWD for an update on the status of the stage 3 drought plan. NTMWD is planning to stay in stage three until such time that Lake Lavon fills to the conservation level. They also updated us on the current projects under construction that are scheduled to be on line in 2008. One of these projects is the 54" raw water line that is currently crossing HWY 78 between Farmersville and Wylie. This project will take water from Lake Tawakoni and outfall into Lake Lavon just west of HWY 78. The other project is the Wilson creek project. This is another 54" line that will carry Wilson Creek wastewater discharge to the north end of Lake Lavon, thereby mixing the wastewater effluent with the water in the lake. It was the conclusion of the group that even after the drought restrictions are lifted a permanent water conservation plan needs to be implemented for the district. Most of the cities indicated that this spring they will be reviewing their drought plans. I concur with that, I feel we need to revamp our current plan and come up with a new strategy. Over the last year I have learned by trial and error that some of the restrictions that we put into place have hurt us more than they have helped.

So this will be an agenda item for a council meeting this spring.

JD Russell Electric Demand Charge:

JD Russell Company was one of the first developers to develop in Farmersville in the early 90's. Welch Drive was an abandon development that was started in the middle to late 80's. The JD Russell Company purchased this property for

development and with a lot of incentive and help from the city built the original JD Russell facility. The plan at that time was to build an Industrial Park, keeping the property needed for their company to expand and sell the remainder. Several years later the JD Russell Company joint ventured with the City through a grant to expand their company. At that time they requested a huge amount of electricity to power their experimental product production line. (A rubber extruder production line) The City and Cap Rock Electric questioned the huge amount of electricity requested but to no avail. So with funded through a grant we installed an extremely oversized electric service to the new facility. The new facility struggled for several years; one of the major factors was the demand factor that was established for the size of the service requested at the conception of the project.

If you remember last year JD Russell requested the demand factor be adjusted; at that time they were running the rubber extruder only once a month, because of the high demand set when it started. An agreement between the City and JD Russell was put in to place where the high demand charge was accessed only when the rubber extruder was running. This arrangement has worked well over the last year; it has been equitable for both parties.

The JD Russell Company has approached me yet again requesting further consideration with the demand factor. They are in the process of experimenting with new material to produce a new product to be extruded through the old rubber extruder. They are requesting through the experimental phase of this process, the high demand charge be adjusted. They are telling me that if they have to pay the high demand charge they will have to move their operation to another location. After all the City has been through over the years, the last thing we would want is to lose our original investment in that facility. If all goes well with their experimental process, the end result hopefully will be a large economic boost at the facility. Something we have not experienced yet. Product produced and an increase in the labor force, and justification for the huge electric reserve service put into place to at the original facility.

I propose we work with the JD Russell Company through the experimental process. Establish a graduated electric scale that is equitable to both parties; incorporated over a reasonable time period, to justify the original electric service installed with the demand factor. If all works well this will be a Win-Win for both parties. Attached is the letter from Mr. Danna representing

the JD Russell Company. I have been working with Mr. Biggerstaff with Cap Rock. He thinks the graduated strategy is a good idea, and is willing to help me develop a plan. Cap Rock has people on staff familiar with this kind of concept. If you have any questions or concerns please contact me.

TXDOT HWY 380

Through a conversation regarding another situation, it was brought to my attention TXDOT had scheduled a meeting for January 30th. The meeting is regarding the utility relocation on HWY 380. At the meeting there will be current plan revisions and an electronic version of the plans distributed. (We have been waiting for the electronic plans for several weeks). Looks like this project is starting to move.

Cap Rock Electric - Farmersville Electric Distribution Study

I met with Mr. Biggerstaff, he briefed me on the completed electric distribution study the city requested a year or so ago. If you remember this was partially funded with the 2005 CO money. My preliminary review indicates that Cap Rock has done a very good job. I will brief Council after I have had time to review it more thoroughly. It will be placed on one of our spring workshop agendas.

HCG Telecommunications Consulting and Services

A representative for this organization met with staff promoting their services. They work on the same order as Revenue Rescue. The company audits a City's communication systems for overcharges. Any overcharges found will be corrected and a portion of the savings will be returned to the City. Like Revenue Rescue if no deficiencies or overcharges are found there is no charge or obligation to the City. The City Attorney is currently reviewing their contract. This will be an agenda item on a future council meeting.

House & Structure Demolition

We have signed yet another agreement to partner with the property owner to demolish and haul off an unsafe structure located on HWY 380 just east of the Shell Service Station. This project is under construction.

An agreement was signed with the resident that lives in the 300 block of East Santa Fe for the removal of a collapsed storage building. This project is complete. We are currently working on three more unsafe structure opportunities at various locations

Public Works Projects

CITY OF FARMERSVILLE

AGREEMENT FOR PURCHASE OF POWER

Agreement made between the City of Farmersville, Texas (hereinafter called the "Seller"), and The J.D. Russell Company, a Michigan Corporation (hereinafter called the "Consumer").

WITNESSETH:

The Seller agrees to sell and deliver to the Consumer for use at Consumer's Reflex Plant situated at 420 Welch Drive, Farmersville, Texas, and the Consumer agrees to purchase and receive from the Seller all of the electric power and energy which the Consumer may need at XX up to 1500 KVA (Kilovoltage Amps), upon the following terms:

1. SERVICE CHARACTERISTICS

Service hereunder shall be alternating current 3 phase, 60 Hertz 480 volts.

2. PAYMENT

- a) The Consumer shall pay the Seller for services hereunder at the rates and upon the terms and conditions set forth in this agreement and Schedules A and B attached to and made part of this agreement. Consumer understands and agrees that said rates are subject to change from time to time by Seller or any regulatory authority or any court that now has or hereafter may have jurisdiction of or control over such schedule of rates, terms and conditions as may now exist or may in the future be established by any of said parties for application to the class of service provided under this agreement. In the event of any conflict between the terms of this agreement and Schedules A and B, this agreement shall control
- b) Seller agrees that any future change in said rates will not become effective under this agreement until it has become effective under all similar agreements with the class of service provided hereunder. Notwithstanding any provision of the Schedule and irrespective of Consumer's requirements for or use of electric power and energy, the Consumer shall pay to the Seller a minimum charge each and every month during the term hereof for service or having service available hereunder during the term hereof. The monthly minimum charge shall remain in effect for a period of time equal to the term of this contract, and may, at the election of the Seller, be reduced to the system minimum charge per rate class at the expiration of said term.
- c) The Seller does hereby award to Consumer an economic development incentive through the reduction of the demand charge fee for electric service as provided

herein. The Monthly Charge to be paid by Consumer each and every month during the period of this agreement in which the peak monthly kilowatt demand is one hundred (100) kilowatt hours or fewer shall be determined by the following calculation plus any and all applicable taxes and other governmental fees and charges:

Customer Chg. + (Usage x [Energy + PCRf]);

- d) The Monthly Charge to be paid each and every month during the period of this agreement in which the peak monthly kilowatt demand is greater than one hundred (100) kilowatt hours shall be determined by the following calculation plus any and all applicable taxes and other governmental fees and charges:

Customer Chg. + (Usage x [Energy + PCRf]) + ([Billed Kw - 100 Kw] x \$3.62);

- e) The Seller may discontinue service hereunder at any time and without penalty by giving ten (10) days written notice thereof to the Consumer. If service shall be discontinued for nonpayment, service will be reconnected only upon Consumer's complying fully with Seller's rules and regulations, which may be modified or amended from time to time, pertaining thereto.

3. TERMS

This agreement shall become effective on any billing after March 1, 2007 and shall remain in effect for a period of thirty (30) months commencing with such date, and from and after the expiration of such period the Consumer will revert to the appropriate rate schedule for the class of service.

4. SUCCESSION

This agreement is not transferable and may only be assigned at the Seller's discretion.

IN WITNESS WHEREOF, the parties hereto have executed the agreement, or have caused the same to be executed by their duly authorized representatives all as of the day and year first above written.

City of Farmersville, Texas
Seller

By


Alan Hein
City Manager

Attest:

By:

Linda Aaron

Linda Aaron
City Secretary

J.D. Russell Company
Consumer

By

Nicholas H. Danna

Nicholas H. Danna
President

STATE OF TEXAS

§

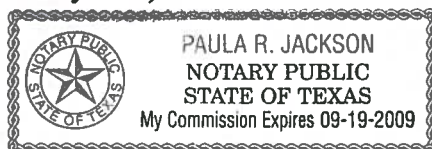
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COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 25th day of April, 2007 by **Alan Hein, City Manager** of the City of Farmersville, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

(Notary Seal)



Paula R. Jackson
Notary Public, State of Texas

My Commission Expires: 9-19-2009

STATE OF

§

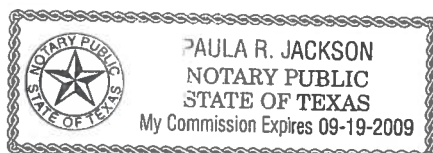
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COUNTY OF

§

The foregoing instrument was acknowledged before me on the 25th day of April, 2007 by **Nicholas H. Danna**, personally known to me or who has produced a driver's license as identification whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the President of The J.D. Russell Company, and that he executed the same on behalf of and as the act of The J.D. Russell Company.

(Notary Seal)



Paula R. Jackson
Notary Public, State of Texas

My Commission Expires: 9-19-2009

Current: 600 Mult - Large Commercial Demand Rate

Current: 600 Mult - Large Commercial Demand Rate																	
Reflex Plant Usage - 1 Year History				Proposed Rate After 30 Month Economic Development Rate													
Date	Usage	Kw Read	Billed Kw	Cust. Chg.	Energy	PCRF	Demand 1st 100	Demand >100	Total Charge	Actual Demand Charge							
12/20/2006	14400	0.12	72	\$ 86.00	\$ 0.0307	\$ 0.0300	\$ 7.00	\$ 5.70	\$ 1,464.08								
11/20/2006	15600	0.141	84.6	\$ 86.00	\$ 0.0307	\$ 0.0300	\$ 7.00	\$ 5.70	\$ 1,625.12								
10/20/2006	15000	0.128	76.8	\$ 86.00	\$ 0.0307	\$ 0.0450	\$ 7.00	\$ 5.70	\$ 1,759.10								
09/19/2006	98400	0.986	591.6	\$ 86.00	\$ 0.0307	\$ 0.0500	\$ 7.00	\$ 5.70	\$ 11,529.00	\$ 4,072.12							
08/21/2006	117600	0.973	583.8	\$ 86.00	\$ 0.0307	\$ 0.0650	\$ 7.00	\$ 5.70	\$ 14,797.98	\$ 4,027.66							
07/17/2006	11400	0.278	166.8	\$ 86.00	\$ 0.0307	\$ 0.0650	\$ 7.00	\$ 5.70	\$ 2,257.74	\$ 1,650.76							
06/19/2006	10800	0.104	62.4	\$ 86.00	\$ 0.0307	\$ 0.0650	\$ 7.00	\$ 5.70	\$ 1,556.36								
05/19/2006	102000	0.935	561	\$ 86.00	\$ 0.0307	\$ 0.0650	\$ 7.00	\$ 5.70	\$ 13,175.10	\$ 3,897.70							
04/19/2006	14400	0.141	84.6	\$ 86.00	\$ 0.0307	\$ 0.0650	\$ 7.00	\$ 5.70	\$ 2,056.28								
03/20/2006	107400	1.039	834	\$ 86.00	\$ 0.0307	\$ 0.0650	\$ 7.00	\$ 5.70	\$ 15,247.98	\$ 5,453.80							
02/19/2006	17400	0.313	187.8	\$ 86.00	\$ 0.0307	\$ 0.0650	\$ 7.00	\$ 5.70	\$ 2,951.64	\$ 1,770.46							
01/19/2006	13800	0.132	79.2	\$ 86.00	\$ 0.0307	\$ 0.0650	\$ 7.00	\$ 5.70	\$ 1,961.06								
								Total	\$ 70,381.44	\$ 20,872.50							

Proposed: 600 Mult on 1/2 Medium Commercial Demand Rate

Reflex Plant Usage - 1 Year History				Proposed 30 Month Economic Development Rate						
Date	Usage	Kw Read	Billed Kw	Cust. Chg.	Energy	PCRF	Demand 1st 100	Demand >100	Total Charge	Actual Demand Charge
12/20/2006	14400	0.12	72	\$ 86.00	\$ 0.0307	\$ 0.0300	-	\$ 3.62	\$ 960.08	
11/20/2006	15600	0.141	84.6	\$ 86.00	\$ 0.0307	\$ 0.0300	-	\$ 3.62	\$ 1,032.92	
10/20/2006	15000	0.128	76.8	\$ 86.00	\$ 0.0307	\$ 0.0450	-	\$ 3.62	\$ 1,221.50	
09/19/2006	98400	0.986	591.6	\$ 86.00	\$ 0.0307	\$ 0.0500	-	\$ 3.62	\$ 9,806.47	\$ 1,779.59
08/21/2006	117600	0.973	583.8	\$ 86.00	\$ 0.0307	\$ 0.0650	-	\$ 3.62	\$ 13,091.68	\$ 1,751.36
07/17/2006	11400	0.278	166.8	\$ 86.00	\$ 0.0307	\$ 0.0650	-	\$ 3.62	\$ 1,418.80	\$ 241.82
06/19/2006	10800	0.104	62.4	\$ 86.00	\$ 0.0307	\$ 0.0650	-	\$ 3.62	\$ 1,119.56	
05/19/2006	102000	0.935	561	\$ 86.00	\$ 0.0307	\$ 0.0650	-	\$ 3.62	\$ 11,516.22	\$ 1,668.82
04/19/2006	14400	0.141	84.6	\$ 86.00	\$ 0.0307	\$ 0.0650	-	\$ 3.62	\$ 1,464.08	
03/20/2006	107400	1.039	834	\$ 86.00	\$ 0.0307	\$ 0.0650	-	\$ 3.62	\$ 13,021.26	\$ 2,657.08
02/19/2006	17400	0.313	187.8	\$ 86.00	\$ 0.0307	\$ 0.0650	-	\$ 3.62	\$ 2,069.02	\$ 679.84
01/19/2006	13800	0.132	79.2	\$ 86.00	\$ 0.0307	\$ 0.0650	-	\$ 3.62	\$ 1,406.66	
								Total	\$ 58,128.24	\$ 8,778.51



COPY

Farmersville

March 14, 2011

Mr. Dwight Yarbrough
Vice President/General Manager
Sharyland Utilities
511 West Ohio, Suite 600
Midland, Texas 79701

Dear Mr. Yarbrough:

In accordance with the Operations and Maintenance contract currently in place between the City of Farmersville and Sharyland (Cap Rock) Utilities, any rate changes **must** be ratified by both the City and the Sharyland (Cap Rock) Board of Directors.

I have enclosed a true and accurate copy of an Ordinance passed in August 28, 2001 by the Farmersville City Council that establishes a rate for Large Commercial Electric Customers. This Ordinance also provides for a Primary Service Rate class in the Large Commercial Electric tier. It is unclear to me whether or not Sharyland's (Cap Rock) management has ever approved this rate structure as stipulated by the Operations and Maintenance contract.

In any event, in order to ensure that the proper contractual procedures are followed, I hereby tender a true and correct copy of the Ordinance for your review and possible approval.

Kindly note that we have a current Large Commercial Electric Customer that desires to transition from a Secondary rate to a Primary rate, so I would ask that this request be reviewed and acted upon at your earliest possible opportunity.

Please feel free to contact me if you have any questions, or if I can be of any assistance.

Respectfully Submitted,

John M. Moran, MS, MBA, CPM

City Manager

**CITY OF FARMERSVILLE
ORDINANCE NUMBER: 2001-36**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING ORDINANCE #95-26, SECTION 7: ELECTRIC SERVICES: SUBSECTION D: OF THE CODE OF ORDINANCES OF THE CITY OF FARMERSVILLE, TEXAS, BY ADOPTING A NEW SCHEDULE OF RATES.

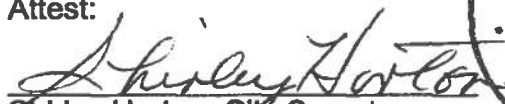
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS:

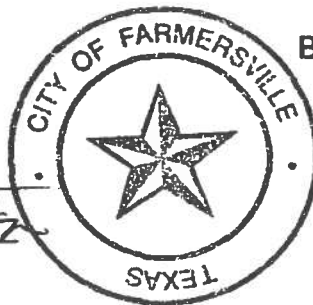
SECTION 1. That Ordinance #95-26, Section 7: Electric Service: Subsection D: is hereby amended by establishing the rate schedule attached to such Ordinance, attached to and made part of this amending Ordinance, and there shall be charged and collected from every customer of the City of Farmersville Electric Department, for electric current distributed by the City of Farmersville to such customer, the rates set forth in the applicable Schedule of Rates attached to and made a part of this Ordinance for all purposes as if set forth at this point word for word.

SECTION 2. This Ordinance and the rates and charges herein prescribed shall be in effect from and after the October 2001 billing period with bills mailed on or about September 1, 2001. As of the effective date of this Ordinance, any and all ordinances, resolutions or orders in conflict herewith are hereby repealed to the extent of the conflict.

Passed and adopted by the City Council of the City of Farmersville, on this 28th day of August, 2001.

Attest:


Shirley Horton, City Secretary



Approved
City of Farmersville

By 
George G. Crump, Mayor

CITY OF FARMERSVILLE
Electric Rate

LARGE COMMERCIAL RATE (SCHEDULE LC)

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 and less than or equal to 1,000 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.

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 or 277/480 volt service.

<u>Rate:</u>	Customer Charge: \$86.00
	Demand Charge: \$7.00 per kW for the first 100 kW or less of monthly billing demand. \$ 5.70 per kW for all additional kW of monthly billing demand, plus
	Energy Charge: \$0.0307 cents per kWh for all kWh

Minimum Monthly Charge: The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

- (1) \$786.00 per month plus applicable purchased power cost recovery on the kilowatt-hours used.
- (2) The Customer Charge plus the demand charge under the above rate plus applicable purchased power cost recovery on the kilowatt-hours used.
- (3) The minimum monthly charge specified in the customer's service contract with the City, plus applicable purchased power cost recovery on the kilowatt-hours used.

Billing Demand: The billing demand shall be the maximum 15 minute measured kilowatt demand in the billing period, but not less than 50% of the peak demand measured in the twelve month period ending with the current month. Unless otherwise specified in a firm electric service contract agreement, if at any time a customer billed under this schedule continues for a period of twelve (12) consecutive months without a demand in excess of 100 kW, Schedule MC shall apply beginning with the first month succeeding such twelve (12) month period.

Power Factor: Should the power factor be lower than 0.90 lagging, the City may adjust the

measured demand by multiplying by the ratio of 0.90 to the actual power factor.

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 2% of the base rate charges will be allowed. Metering may be primary or secondary (corrected for the transformer losses) at the City's option.

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.

Tax Adjustment: The above rate shall be subject to an increase or decrease in proportion to the amount of new taxes or increased taxes which the City may hereafter have to pay which are levied or imposed or increased or decreased by law or ordinances which were not in effect on the effective date of this schedule.



Sharyland Utilities, L.P.

Midland Office

511 W. Ohio, Suite 600

Midland, Texas 79701

Toll Free: 800-442-8688

Phone: 432-683-5422

Fax: 432-684-0334

March 14, 2011

Mr. Nicholas H. Danna
JD Russell Company
PO Box 36795
Tucson, Az. 85704

RE: Sharyland Utilities, L.P. Special Meter Reading

Dear Mr. Danna,

In our phone conversation on March 11, 2011 you asked whether or not we had sent a formal document concerning a special meter reading for the JD Russell account located on 420 Welch Drive in Farmersville.

On December 16, 2008 you were sent an agreement between Farmersville and The JD Russell account on 420 Welch Drive regarding the "Electric Demand Charge for testing at the 420 Welch Drive." This was a special read agreement between Farmersville and the JD Russell account on 420 Welch Drive that was to expire on September 01, 2009, and due to a change in City Managers you were given an extension until the November 2009 billing (Per letter from Farmersville's current City Manager dated November 03, 2009). (The original agreement was never approved by Cap Rock/Sharyland as stipulated by the contract)

The two letters above should have been considered a stop to the special reads in question.

According to our records, we responded to your company's request to perform a special read date by a phone call from Paula at City Hall after these two letters were sent. One of these was July 13, 2010 requesting to be read on July 15, 2010, and the other was on August 12, 2010 requesting to be read the same day. We did do these per the city's request, but in retrospect these readings should not have taken place since the special read agreement had since expired.

We regret that we allowed this to happen after the expiration of the original agreement, but as we discussed on the phone on March 11, 2011 and in conformance with the Operations and Management contract with the City of Farmersville, we will no longer be able to honor special reads for the JD Russell account.

Sincerely,

Richard E. Biggerstaff
Sharyland Utilities, L.P.

Cc: John Moran, City Manager
Joe Helmberger, Mayor
Dwight Yarbrough, Sharyland



Farmersville

March 14, 2011

COPY

Mr. Dwight Yarbrough
Vice President/General Manager
Sharyland Utilities
511 West Ohio, Suite 600
Midland, Texas 79701

Dear Mr. Yarbrough:

In accordance with the Operations and Maintenance contract currently in place between the City of Farmersville and Sharyland (Cap Rock) Utilities, any rate changes **must** be ratified by both the City and the Sharyland (Cap Rock) Board of Directors.

I have enclosed a true and accurate copy of an Ordinance passed in August 28, 2001 by the Farmersville City Council that establishes a rate for Large Commercial Electric Customers. This Ordinance also provides for a Primary Service Rate class in the Large Commercial Electric tier. It is unclear to me whether or not Sharyland's (Cap Rock) management has ever approved this rate structure as stipulated by the Operations and Maintenance contract.

In any event, in order to ensure that the proper contractual procedures are followed, I hereby tender a true and correct copy of the Ordinance for your review and possible approval.

Kindly note that we have a current Large Commercial Electric Customer that desires to transition from a Secondary rate to a Primary rate, so I would ask that this request be reviewed and acted upon at your earliest possible opportunity.

Please feel free to contact me if you have any questions, or if I can be of any assistance.

Respectfully Submitted,

John M. Moran, MS, MBA, CPM

City Manager

J D RUSSELL
420 WELCH DR

AUGUST 2010 BILL

ACTUAL RATE LOWER 2 %
137,400 kwh 603.0 kw

(In Production)

CUSTOMER CHARGE:		\$86.00	\$84.28
PCRF CHARGE:	0.035	\$4,809.00	\$4,809.00
ENERGY CHARGE:	0.0307 / 0.0301	\$4,218.18	\$4,135.74
DEMAND CHARGE:	upto 100 is 7.00 over is 5.70 upto 100 is 6.86 over is 5.59	\$3,567.10	\$3,497.77
		\$12,680.28	\$12,526.79
			\$153.49

OCTOBER 2010 BILL

ACTUAL RATE LOWER 2 %
10,200 KWH 73.80

(Non Production)

CUSTOMER CHARGE:		\$86.00	\$84.28
PCRF CHARGE:	0.03	\$306.00	\$306.00
ENERGY CHARGE:	0.0307 / 0.0301	\$313.14	\$307.02
DEMAND CHARGE:	upto 100 is 7.00 over is 5.70 upto 100 is 6.86 over is 5.59	\$516.60	\$506.27
		\$1,221.74	\$1,203.57
			\$18.17

Here is a comparison of the actual large commercial rate with the 2% reduction in the energy charge, demand and customer charge for when they were in production and when they were not.



Sharyland Utilities, L.P.
Midland Office
511 W. Ohio, Suite 600
Midland, Texas 79701
Toll Free: 800-442-8688
Phone: 432-683-5422
Fax: 432-684-0334

March 25, 2011

Mr. John M. Moran
City Manager
City of Farmersville
205 South Main Street
Farmersville, Texas 75442

Dear Mr. Moran

This letter is to inform you that I am in receipt of your letter dated March 14, 2011 asking that on behalf of Sharyland Utilities, L.P. the attached City of Farmersville Electric Rate (Large Commercial Rate (Schedule LC)) be approved for billing under the current Operating and Management Agreement dated January 4, 1999. I am also in receipt of the City of Farmersville Ordinance Number 2001-36 which amends ordinance #95-26, Section 7: Electric Service: Subsection D.

As per Article II, Section 2.09 of the Operating and Management Agreement dated January 4, 1999 Sharyland Utilities hereby consents as of March 25, 2011, from this date forward, to the change in rates as received in the letter dated March 14, 2011 containing the above referenced city ordinance referencing the Large Commercial Rate (Schedule LC).

Sincerely,

Dwight Yarbrough
Vice President / General Manager

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

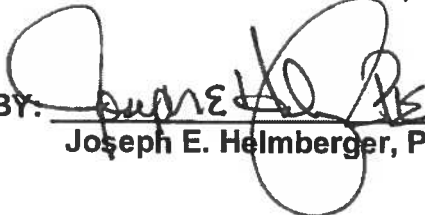
All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether 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

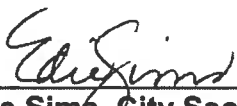
This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by Texas law.

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 A LEGAL DOCUMENT AND SHOULD NOT BE USED FOR ANY PURPOSE OTHER THAN THE ABOVE-RECORDED.

CITY OF FARMERSVILLE

UTILITY MAP
CCM BOUNDARY MAP

		McCORD ENGINEERING, INC. 818 Truitt Street, P.O. Box 1000 Farmersville, Texas 75442	
DATE	12/10/13	BY	MEK/10047
SCALE	1" = 1/4" AS SHOWN	PROJECT	CCM BOUNDARY MAP



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Consider, discuss and act upon an Interlocal agreement between Collin County and the City of Farmersville for Animal Sheltering Services

- An agreement with Collin County is attached for review.
- This agreement concurs with the amount already in the 2014-2015 Budget

ACTION: Approve or disapprove agreement as presented.



Contract Amendment Eight (8)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Farmersville
205 S. Main St.
Farmersville, TX 75452

Effective Date 10/1/2014
Contract No. 10103-09
Contract Interlocal Agreement for the Facility
Construction and Use of an Animal Shelter
in Collin County

Awarded by Court Order No.:		2006-891-09-26
Contract Amendment No.:	<u>1</u>	Court Order No. <u>2007-1009-11-13</u>
Contract Amendment No.:	<u>2</u>	Court Order No. <u>2008-887-10-14</u>
Contract Amendment No.:	<u>3</u>	Court Order No. <u>2009-585-08-10</u>
Contract Amendment No.:	<u>4</u>	Court Order No. <u>2010-834-10-11</u>
Contract Amendment No.:	<u>5</u>	Court Order No. <u>2011-686-09-19</u>
Contract Amendment No.:	<u>6</u>	Court Order No. <u>2013-013-01-07</u>
Contract Amendment No.:	<u>7</u>	Court Order No. <u>2013-963-11-18</u>
Contract Amendment No.:	<u>8</u>	Court Order No. _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

Agreement shall be in effect from October 1, 2014, continuing through and including September 30, 2015 at the below rate:

Total amount for fiscal year 2015: \$ 9,564.00

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

205 S. Main St.

Farmersville, TX 75452

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:



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Consider, discuss and act upon an agreement with Collin County regarding funding for the Rike Library

- An agreement with Collin County is attached for review
- Changes were made to the agreement per City Council request

ACTION: Approve or disapprove contract as presented.

THE STATE OF TEXAS

COUNTY OF COLLIN

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF COLLIN
AND THE CITY OF FARMERSVILLE
REGARDING 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 City of Farmersville, a political subdivision of the State of Texas; hereinafter referred to as the "**CITY**".

II.

The **COUNTY** and the **CITY** 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 **CITY** is a duly organized political subdivision of the State of Texas engaged in the administration of City government and related services for the benefit of the citizens and residents of the City of Farmersville.

The Charles J. Rike Memorial Library, hereinafter referred to as the "**LIBRARY**", is a department of the City established by the City Council for administering and providing library services for the general public in Farmersville and Collin County, Texas.

The undersigned officers or agents of the **COUNTY** and the **CITY** are properly authorized officials and agents and each has the necessary authority to execute this agreement on behalf of the **COUNTY** and **CITY** and that any necessary resolutions or orders extending said authority has been duly passed and are now in full force and effect.

The **COUNTY** agrees to fund the **CITY** for the benefit of 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 **CITY** 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. "Full library services" shall mean access to all library materials made available to Farmersville residents. Notwithstanding the foregoing, City reserves the right to adopt and enforce rules and regulations regarding the use of the library facilities which make reasonable distinctions between Farmersville residents and non-residents. City may promulgate rules regarding general access to library materials, including internet access, in its sole discretion.

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 **CITY** by the **COUNTY** under the terms of this agreement shall be used solely for library services to the public.

The **CITY** shall diligently prepare and keep accurate and current records of its board meetings, official actions and expenditures related to the **LIBRARY** 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).

The **CITY** 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 **CITY**, the **COUNTY** agrees to pay to the **CITY** for the full performance of this agreement the annual amount of \$15,308.17; to be paid on a quarterly basis. The **CITY** understands and agrees that payment by the **COUNTY** to the **CITY** 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 **CITY** 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 **CITY** 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 as 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 28th day of October, 2014.

BY: _____
The County Judge of Collin County, Texas

BY: _____
Joseph E. Helmberger, P.E.
The Mayor of the City of Farmersville, Texas

Date



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Consider, discuss and act upon a Distribution Interconnection Agreement with Sharyland Utilities

- An agreement with Sharyland Utilities is attached for review

ACTION: Approve or deny the agreement as presented.

**Distribution
Interconnection Agreement**

between

Sharyland Utilities, L.P.

And

Farmersville Electric

Dated: October 10, 2014

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

This Agreement is made and entered into as of the 10th day of October, 2014, (the “Execution Date”), by and between **Sharyland Utilities, L.P.** (“Sharyland”) and **Farmersville Electric** (“Farmersville”) each sometimes hereinafter referred to individually as a “Party” or both referred to collectively as the “Parties.”

WITNESSETH

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

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

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

ARTICLE I – EFFECTIVE DATE AND TERM

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

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

ARTICLE II – OBJECTIVE AND SCOPE

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

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

service, ancillary service or other miscellaneous service that either Party may desire from the other Party or any third party.

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

ARTICLE III – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV – ESTABLISHMENT AND TERMINATION OF POINTS OF INTERCONNECTION

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

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

4.3 Unless otherwise provided in a Facility Schedule, each Party shall, at each Point of Interconnection, at its own risk and expense, design, install, or cause the design and installation of the transmission or distribution facilities (including all apparatus and necessary protective devices) on its side of the Point of Interconnection, so as to reasonably minimize the likelihood of power quality abnormalities, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the System of such Party is interconnected. The Parties agree that all Points of Interconnection will be established in conformance with the ERCOT Requirements. The Parties agree to cause their Systems to be constructed in accordance with specifications at least equal to those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction. Except as otherwise provided in the Facility Schedules, each Party will be responsible for the facilities it owns on its side of the Point of Interconnection.

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

shall disconnect from that Point of Interconnection. The Parties agree to use reasonable efforts to coordinate the termination of a Point of Interconnection to minimize any disruption in service by either Party.

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

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

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

ARTICLE V - SYSTEM OPERATION AND MAINTENANCE

5.1 Unless otherwise provided by the Facility Schedules, each Party shall, at each Point of Interconnection, at its own risk and expense, operate and maintain the facilities (including all apparatus and necessary protective devices) it owns or hereafter may own, so as to reasonably minimize the likelihood of power quality abnormalities, originating in the System of one Party, from affecting or impairing the System of the other Party, or other electrical systems to which the Party is interconnected. The Parties agree that all Points of Interconnection will be operated and maintained in conformance with applicable ERCOT Requirements and Good Utility Practice.

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

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

5.4 During the term of this Agreement, the Parties will, consistent with maintaining good operating practices, coordinate their operations to maintain continuity of services to their respective customers to the extent practicable. Planned facility maintenance by either Party that will cause a deviation from the normal power and energy flow at a Point of Interconnection will be scheduled at a mutually agreeable time. Except as otherwise permitted by the terms of this

Agreement, no changes will be made in the normal operation of a Point of Interconnection without the mutual agreement of the Parties. The Parties will, to the extent necessary to support continuity of operations, coordinate the operation of protective devices on the facilities they operate in the proximity of the Points of Interconnection that might reasonably be expected to affect the operation of facilities on the other Party's System.

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

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

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

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

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

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

6.3 Unless otherwise agreed in writing, any and all facilities placed or installed, or caused to be placed or installed by one Party on, or in, the premises of the other Party, shall be owned by and remain the property of the Party installing such facilities, regardless of the mode and manner of annexation or attachment to real property. Upon the termination of any Point of Interconnection under this Agreement, the Party owning such facilities placed or installed on the premises of the other Party, shall have the right 1) to sell such facilities to the other Party, if the other Party wishes to purchase such facilities, or 2) to enter the premises of the other Party and, within a reasonable time, remove such facilities, at no cost to the owner of the premises. If, upon

the termination of any Point of Interconnection under this Agreement, facilities of a Party that are installed on the premises of the other Party are neither sold to the other Party nor removed by the owning Party within a reasonable time, such facilities shall be considered abandoned by the owning Party and may be disposed of by the other Party in the manner it shall determine appropriate; provided, however, that any net cost incurred by the disposing Party shall be reimbursed by the abandoning Party.

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

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

ARTICLE VII – METERING AND RECORDS

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

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

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

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

ARTICLE VIII – COMMUNICATION AND TELEMETERING FACILITIES

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

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

ARTICLE IX - INDEMNIFICATION

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

ARTICLE X – CONFIDENTIALITY

10.1 Subject to the exception in Section 10.2, any information that a Party claims is competitively sensitive, commercial, or financial information under this Agreement ("Confidential Information") shall not be disclosed by the other Party to any person not employed or retained by the other Party, except to the extent disclosure is (i) required by law; (ii) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of litigation or dispute; (iii) otherwise permitted by written consent of the other Party, such consent not to be unreasonably withheld; or

(iv) necessary to fulfill its obligations under this Agreement or as a distribution service provider. The Party asserting confidentiality shall notify the other Party in writing of the information it claims is confidential. Prior to any disclosures of a Party's Confidential Information under this Section, or if any third party or governmental authority makes any request or demand for any Confidential Information, the disclosing Party agrees to promptly notify the other Party in writing and agrees to assert confidentiality and reasonably cooperate with the other Party in seeking to protect the Confidential Information from public disclosure by confidentiality agreement, protective order, or other reasonable measures.

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

ARTICLE XI – NOTICES

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

If to Sharyland:

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

If to Farmersville:

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

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

ARTICLE XII - SUCCESSORS AND ASSIGNS

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

12.2 Neither Party shall assign its interest in this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, provided that neither Party will be required to consent to any assignment which would, in its sole judgment and among other reasons, subject it to additional federal or state regulation, result in the imposition of additional costs of administration which the Party requesting consent to assignment does not agree to reimburse, or in any way diminish the reliability of its System, enlarge its obligations or otherwise create or maintain an unacceptable condition. The respective obligations of the Parties under this Agreement may not be changed, modified, amended, or enlarged, in whole or in part, by reason of the sale, merger, or other business combination of either Party with any other person or entity. Notwithstanding the foregoing, a Party may assign, without the consent of the other Party, its interest in this Agreement, in whole or in part, to a successor to all or a substantial portion of the Party's transmission and/or distribution business; to any affiliate of the assigning Party with an equal or greater credit rating; to any distribution service provider with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; or for collateral security purposes in connection with any financing or financial arrangements.

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

ARTICLE XIII – GOVERNING LAW AND REGULATION

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

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

13.3 In the event any part of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall constitute a binding agreement between the Parties provided, however, that if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason of any provision or application being finally determined to be invalid, illegal, or unenforceable, that Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party.

An election to terminate under this provision shall not affect either Party's duty to perform prior to the effective date of termination.

ARTICLE XIV – FORCE MAJEURE

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

ARTICLE XV - TERMINATION ON DEFAULT

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

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

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

ARTICLE XVI - MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

[Signatures are on next page]

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

SHARYLAND UTILITIES L.P.

By: _____

Name: Mark Caskey

Title: President

Date: _____

CITY OF FARMERSVILLE

By: _____

Name: Joseph E. Helmberger, P.E.

Title: Mayor

Date: _____

Exhibit A

Facilities Schedule No.	Name of Point of Interconnection	Delivery Voltage [kV]	LDF Charge Type ⁽¹⁾	Meter Voltage [kV]	Metering Installed Cost	Estimated Peak Load [kW]
1	Farmersville 1	24.5	OHL	24.5	See Tariff	8,200
2	Farmersville 2	24.5	OHL	24.5	See Tariff	0

Notes:

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

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

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

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

Exhibit B

FACILITY SCHEDULE NO. 1

1. **Name:** Farmersville 1
2. **Facility Location:** The Point of Interconnection is located at 214 South Washington, Farmersville, Texas 75442
3. **Delivery Voltage:** 24.5 kV
4. **Metered Voltage:** 24.5 kV
5. **Loss Adjustment Due To Meter Location:** No
6. **Normal Operation of Interconnection:** Closed
7. **One-Line Diagram Attached:** Yes, see Exhibit E
8. **Facilities Ownership and Installation Responsibilities of the Parties:**
 - Sharyland owns the following facilities: See Exhibit D
 - Farmersville owns the following facilities: None
9. **Facility Operation Responsibilities of the Parties:**
 - Sharyland will operate those facilities serving the Point of Interconnection.
 - Farmersville will operate the facilities it owns.
10. **Facility Maintenance Responsibilities of the Parties:**
 - Each Party is responsible for maintenance of the facilities it owns that are provided for in this Facility Schedule.
11. **Estimated Peak Load:** kW (initially) 8,200
12. **Other Terms and Conditions:** None

Exhibit C

FACILITY SCHEDULE NO. 2

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

Exhibit D

FACILITY ASSETS 2014

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

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

Unit Number	Unit Name	Description	Type	QTY.
Unit 19 Parent Buildings				1
19	Buildings	Control Building Foundation		1
Check	Buildings			1

Unit 21 Parent Station Grounding				1091
21	Station Grounding	Copper	7 Strand Cu	1080
21	Station Grounding	Ground Rods	Copper Clad	11
Check	Station Grounding			1091

Unit 22 Parent Yard Lights				8
22	Yard Lights		Mercury Vapor	4
22	Yard Lights		High Pressure Sodium	4
Check	Yard Lights			8

Unit 23 Parent Insulators				31
23	Insulators	138kV	Porcelain Suspension	10
23	Insulators	25kV Porcelain Insulator, (3 Req) LAPP #9000-70		3
23	Insulators	25KV porcelain Insulator, 14.4	Post Insulators	12
23	Insulators	Poxalator	Polymer Suspension	6
Check	Insulators			31

Unit 24 Parent Reclosers				2
24	Reclosers	27kV	GVR	2
Check	Reclosers			2

Unit 26 Parent Batteries				2
26	Batteries	48 Volt DC system	3DJ-200	1
26	Batteries	24 Volt DC system	M12V105FT	1
Check	Batteries			2

Unit 27 Parent Battery Charger				1
27	Battery Charger	24 Volt		1
Check	Battery Charger			1

Unit 29 Parent SCADA Equipment				1
29	SCADA Equipment	Antenna	Yagi	1
Check	SCADA Equipment			1

Inconsistencies

Property Record				
Unit 29 Parent				
29	SCADA Equipment	RTU		1

Property Record				
Unit 29 Parent				
29	SCADA Equipment	Radios		1
Ledger				
Unit 29 Parent	SCADA Equipment	SCADA Radio	1993	2

Property Record				
Unit 10 Parent				
10	Transformers	Power Transformer	Class OA/FA	1

Exhibit E

ONE-LINE DIAGRAM FARMERSVILLE 1

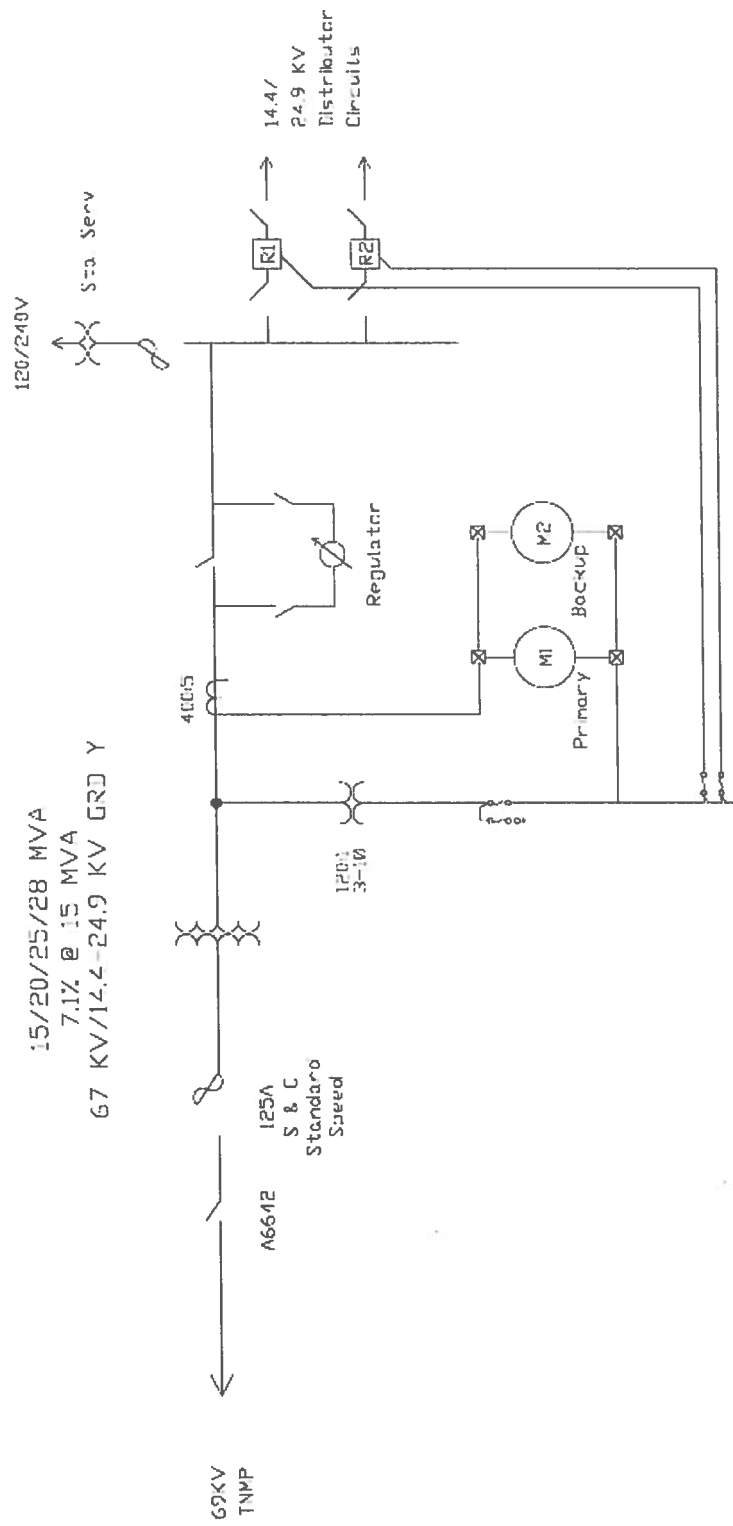


Exhibit F

ONE-LINE DIAGRAM FARMERSVILLE 2

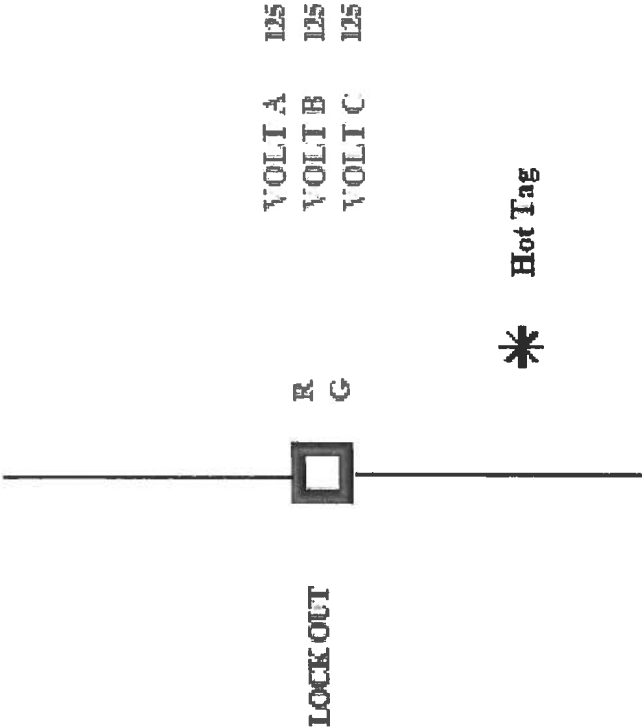
NE Farmersville
Directory

AMPS

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

Relay Alarms:

WARN	LAC	BATT
Relay 1 NORMAL	LAC	NORMAL





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Consider, discuss and act upon a resolution to sell City assets through Rene Bates Auction

- A resolution is attached for review.

ACTION: Approve or disapprove the resolution as presented.

**CITY OF FARMERSVILLE
RESOLUTION # R-2014-1028-001**

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

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

- ASSORTED POLICE EQUIPMENT I.E.: CAMERAS, PRISONER CAGES, LIGHTS, AND BRUSH GUARD
- 1991 POLARIS ATV

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

- 1999 CHEVROLET PU C1500 VIN#:1GCEC14W8XZ117445

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

- FRIDGEADAIR OVEN WHITE

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

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

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

Joseph E. Helmberger, P.E., Mayor

Attest:

Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Consider, discuss and act upon a resolution and contract purchasing two Police vehicles through Government Capital Corporation

- A resolution is attached for review
- The contract with Government Capital Corporation is attached for review (the contract must be approved coinciding with the ordinance and resolution)

ACTION: Approve or disapprove resolution and contract 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 28, 2014, by and between the City of Farmersville and GCC.

PASSED AND APPROVED this the 28th day of October, 2014.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary

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

Personal Property

Property Cost: \$73,119.00

Payback Period: Three (3) Annual Payments

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 Lightheads (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 is 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: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Update on wastewater treatment plant

- City Manager Ben White will discuss this topic

ACTION: Receive information.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Update on ADA compliancy issues

- ADA Transition Plan Task Force met October 24, 2014
- The Task Force met with Paul Glenn of TAS Compliance to review ADA compliancy downtown
- Currently estimates are being compiled for ADA projects
- City Manager Ben White will discuss this item

ACTION: Council to act as deemed necessary.



Americans with Disabilities Act Transition Plan

City of Farmersville, Texas

In accordance with Section 35.150(d) of the Americans with Disabilities Act of 1990 (ADA), 28 CFR Part 35, the City of Farmersville approved and adopted an initial Transition Plan September 20, 1984. The present City Council has updated the original plan and presents this revised Transition Plan to the public. A Transition Plan is a plan that sets forth structural changes to existing facilities where such changes will make programs and services more accessible to persons with disabilities.

In order to meet both the letter of the law and spirit of the law, meetings were organized with city staff and local citizens with disabilities to assist the City in its ADA compliance efforts. In preparation of these meetings, a walk-through review of the City's facilities was undertaken utilizing the 2010 ADA Standards for Accessibility Design. Following the review, a listing of structural changes, was proposed. Representatives from city staff and local residents reviewed the proposals and identified programs and services needing greater accessibility through structural changes to facilities. These facilities were then prioritized by the group and are identified in order of priority within this Transition Plan.

Each page of the Transition Plan identifies a City facility where public access is required. The obstacle and the appropriate modification are listed in the first column. A more detailed description of the modification is identified in the attached Physical Accessibility Guideline for ADA Compliance checklist, which is referenced by number and letter in the second column. Finally, the last column indicates whether the modifications will be initiated in year one (2013), year two (2014), year three (2015), year four (2016), or year five (2017). All modifications will be made in accordance with 2010 ADA Standards for Accessibility Design as published by the US Access Board.

The City of Farmersville is committed to excellence of service for its citizens. The ADA Transition Plan demonstrates this commitment and desire to make all of the City's services, programs and activities equally accessible to all of its citizens. This Transitional Plan addresses existing facilities; new construction and renovation projects undertaken by the City will comply with current accessibility standards.

Benjamin L. White, P.E.
City Manager / Public Works Director

March 5, 2013

205 S. Main
Farmersville, TX 75442
Phone: 972-782-6151 Fax: 972-782-6604
www.farmersvilletx.com

"Discover A Texas Treasure"

ADA Transition Plan Task Force Members

Name	Position	Address	EMail	Phone
Benjamin L. White	City Staff	205 South Main Street Farmersville, Texas 75442	b.white@ci.farmersville.tx.us	972-782-6151
Paula R. Jackson	City Staff	205 South Main Street Farmersville, Texas 75442	p.jackson@ci.farmersville.tx.us	972-782-6151
Ray Feagin	Citizen	302 Wilcoxin Street Farmersville, Texas 75442	rayfeagin@sbcglobal.net	214-491-0701
Anne Hall	Citizen	401 Summit Farmersville, Texas 75442	Anneirish1@yahoo.com	903-513-0538
Edward Stuart	Citizen	1205 Old Josephine Road Farmersville, Texas 75442	ezlove180@sbcglobal.net	972-782-7638
Jason McTee	Citizen	704 North Main Street Farmersville, Texas 75442	jasonmctee@yahoo.com	469-525-6397
Jenger McTee	Citizen	704 North Main Street Farmersville, Texas 75442	jasonmctee@yahoo.com	469-525-6397

City of Farmersville Transition Plan Physical Accessibility Guideline

Checklist by Facility

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

Charles Rike Library									
A	Rework concrete to provide compliant parking, accessible route to Entry and accessible route to Public ROW	1G, 2C, 2D							X
B	Exterior and interior ramps are too steep and need compliant handrails installed	3A-3E							X
C	Correct 2" transition at Entry door threshold	5D							X
D	Install lever handles on Entry door	5E		X					
E	Install rear and side grab bars	8aD							X
F	Install compliant mirrors	8aG							X
G	Relocate toilet paper dispenser in Men's Toilet Room	8aJ		X					
H	Install signs on wall, latch side of toilet room doors	8aL		X					
O.E. Carlise Civic Center									
A	Install platform lift or ramp to provide accessible route throughout building	1A, 1F, 1G						X	
B	Install 1 van accessible parking space - recommend at northeast corner of building	4A, 2C, 2D						X	
C	Provide access to Main Entry door, providing route to Public ROW and installing accessible parking	1A, 1F, 1G, 2A, 2B						X	
D	Demolish existing ramps and reinstall to comply with Standards	3A-J,						X	
E	Make both entrances accessible - could make back door compliant to make 3 entrances	4A						X	
F	Install signs at bottom of front entry steps directing to ramp on north side of building	4B						X	
G	Ensure level clearance per Table 404.2.4.1. Too sharp of incline at rear door	5B, 5D						X	
H	Install lever handles on Entry doors	5E		X					
I	Enlarge and renovate Toilet Rooms including grab bars and mirrors	8a		X					
Best Center									
A	Provide access to Main Entry door, providing route to Public ROW	1G,							X
B	Accessible parking spaces need to be provided and need to install 1 van accessible parking space closest to Entry	1G, 2A, 2B							X
C	Clearance on exterior side of Entry door needs slope changed	5						X	
D	Install grab bars in Toilet Room	7D		X					
Onion Shed I									
A	Reinstall signs to ensure Van Space with the word VAN	2F	X						

B	Ramp surface must be continuous & handrails on both sides with edge protection	3A-I			X		
Onion Shed II							
A	Ramp surface must be continuous & handrails on both sides with edge protection	3A-I			X		

City Park								
A	Install accessible path to compliant table (only 1 is required)	1A1					X	
B	Install concrete space next to bench for a wheel chair	1A2		X				
C	Install grab bars in Toilet Rooms	8aD		X				
J.W. Spain Athletic Complex								
A	Consult with Architectural firm to design accessible elements into the facility						X	
Rambler Park								
A	Install level landing at top of existing curb ramp	1A	X					
Riding Arena								
A	Consult with Architectural firm to design accessible elements into the facility						X	
Robbin Lamkin Splash Pad								
A	In compliance							
Southlake Park								
A	In compliance							
Street Crossing, Curb Ramps and Sidewalks								
A	In addition to the planned building modifications, Capital Projects for street improvements will include improving accessibility in the Public Right of Ways							X



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Update on Chaparral Trail projects including a discussion regarding schedule delays related to the drawing/bid package; schedule for completion; bidding; start of construction

- An update is attached for review

ACTION: Receive information and act as deemed necessary.

Chaparral Trail Project Update

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Chaparral Trail Grant Collin County Open Space (Phase II)	\$300,000	\$150,000 (4B, \$50K) (CoF, \$100K)	May-13	Oct-13	Construction complete. Received check for \$147K. Internal audit complete. Awaiting fund reimbursement for remaining \$3K.
Chaparral Trail Grant Collin County Open Space (Phase III)	\$300,000	\$150,000 (4B, \$60K 2013) (4B, \$60K 2014) (CoF, \$30K 2014)	Jan-15 (est)	May -15	Grant awarded. Awaiting 100% documentation package.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

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

- An update is attached for review

ACTION: Receive information.

Water/Wastewater GO Bond Project Status

Project Number	Project Name	Budget	Actual Bond CTD	Status	Estimated Construction Start Date	Estimated Construction End Date
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				

Street GO Bond Project Status

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	Complete	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	688,222	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		Complete	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	846,656	2,727,172		
Street Projects GO Bond Allocation		3,575,000				



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Update on Safe Routes to School project

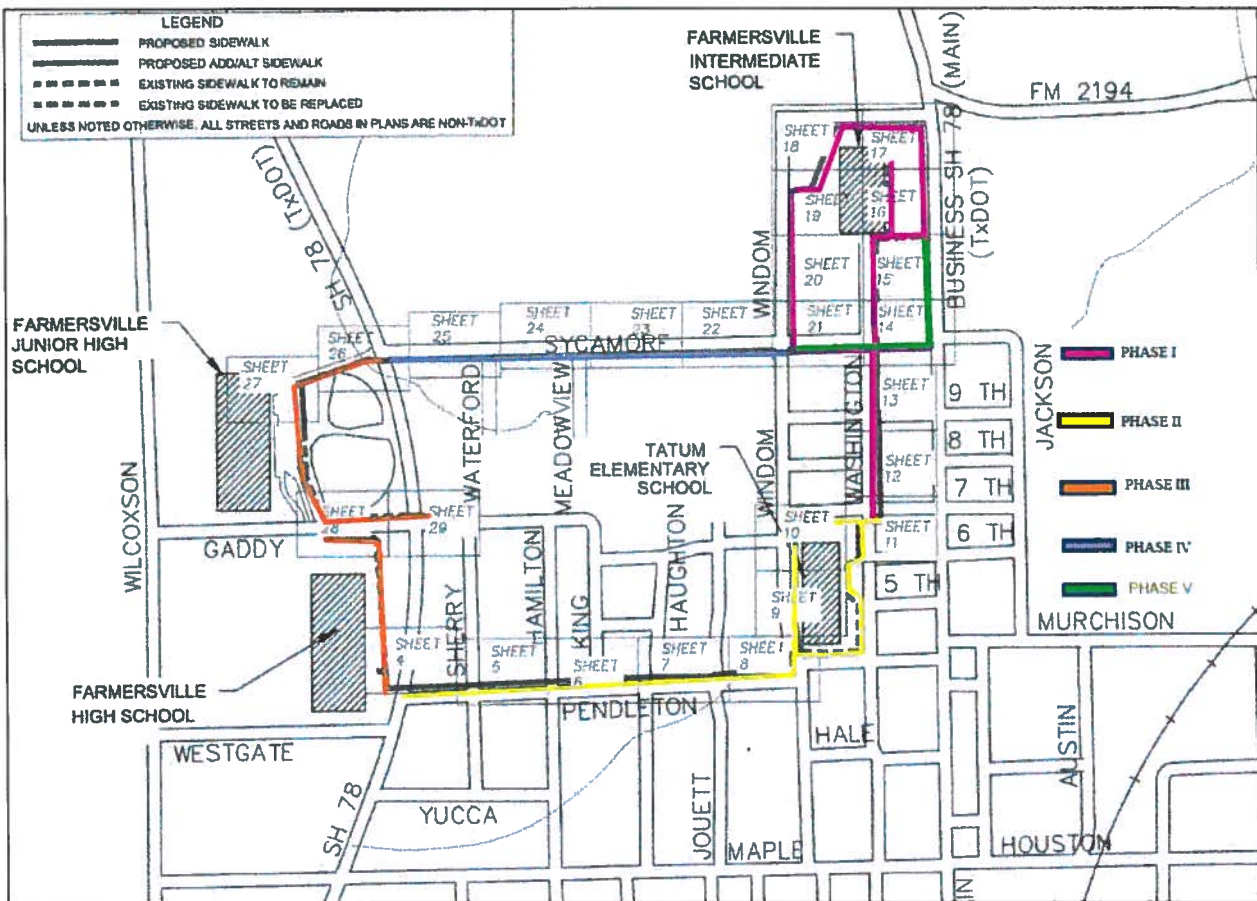
- An update is attached for review

ACTION: Receive information.

Safe Routes To School (SRTS) Project Update

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

1. Phase I substantially complete
2. Phase II substantially complete.
3. Phase III substantially complete.
4. Phase IV substantially complete.
5. Phase V substantially complete.
6. All phases. ADA review complete and passed. Awaiting final walk-thru with TxDOT.





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 28, 2014

SUBJECT: Update on Highway 380 project

- An update is attached for review

ACTION: Receive information.

US 380 Highway Project Status

1. 1st Railroad Bridge, Passing Track: Complete.
2. 2nd Railroad Bridge, Main Track: Nov 2014 thru May 2015
3. 380 Roadway, East Bound: Complete. Open to two-way traffic.
 - a. East Bound Off-Ramp (Southwest Ramp), Dec 2014
 - b. East Bound On-Ramp (Southeast Ramp), Complete. Two-way ramp.
4. 380 Roadway, West Bound: Nov 2014, however a small section around the RR bridge area will probably be under construction until May 2015. Floyd Road likely to be closed until end of Oct 2014 to accommodate the installation of a west bound lane.
 - a. West Bound Off-Ramp (Northeast Ramp), Oct 2014
 - b. West Bound On-Ramp (Northwest Ramp), Feb 2015
5. Main Street Bridge Construction: Complete
 - a. Main Street Roadway: Complete
6. Hill Street Crossing: Nov 2014. Hill St. will be closed from 28 Oct thru 10 Nov
7. Walnut Street Crossing: Nov 2014. No closing dates given yet
8. Main/Summit Street Crossing
 - a. Passing track: Complete
 - b. Main track: May 2015

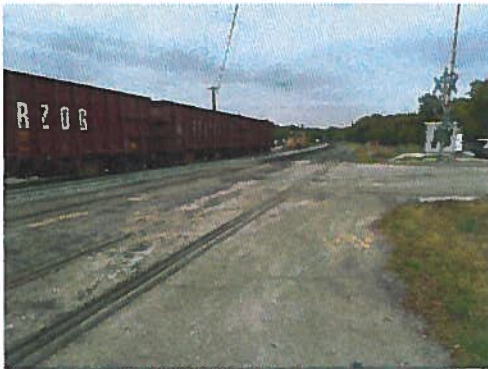


Figure 1. Railroad North from Main Street



Figure 2. Railroad South from Main Street



Figure 3. Looking East from Bridge



Figure 4. Looking West from Bridge