

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
June 23, 2015, 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.
 - Farmersville Main Street is hosting the annual Audie Murphy Day, June 27th with the parade starting at 10:00am
 - The Farmersville Fire Department is hosting the annual Sparks of Freedom with a spectacular fireworks display on July 4th at Southlake Park

II. PUBLIC HEARING

- A. Public Hearing amending Ordinance # 97-06 regarding on-site sewage

III. READING OF ORDINANCES

- A. First Reading – Consider, discuss and act upon an ordinance to amend Ordinance # 97-06 regarding on-site sewage

IV. REGULAR AGENDA

- A. Consider, discuss and act upon City Financial Reports
- B. Consider, discuss and act upon a resolution to renew the City's Investment Policy
- C. Consider, discuss and act upon a contract with Simplifile to allow e-filing of documents with Collin County Clerk's Office
- D. Consider, discuss and act upon a signal design at the intersection of Farmersville Parkway and Highway 78
- E. Consider, discuss and act upon an agreement with TxDOT for the furnishing, installing and maintenance of traffic signal preemption equipment
- F. Update on Chaparral Trail projects
- G. Update on street, water and wastewater General Obligation Bond projects
- H. Update on Highway 380 project
- I. Update on wastewater treatment facility
- J. Update on ADA Transition Plan Task Force

- K. Consider, discuss and act upon a Market Participation Agreement between the City of Farmersville and ERCOT

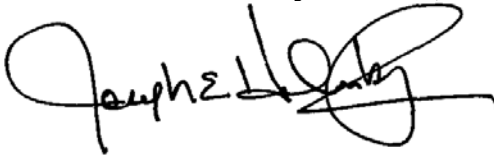
V. BUDGET WORKSHOP

- A. Discuss Proposed Fiscal Year Budget 2015 – 2016

VI. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

VII. ADJOURNMENT

Dated this the 19th day of June, 2015.



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 June 19, 2015 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





Audie Murphy Day
 Saturday, June 27
 Parade at 10 a.m.
 Downtown Farmersville

16th Annual Audie Murphy Day June 27 schedule of events

7:30 a.m. to 9 a.m. – Veterans Registration

First Baptist Church of Farmersville – 124 S. Washington Street
 Opportunity to display historical military memorabilia

9 a.m. to 4 p.m. – Special hours at Rike Library

Audie Murphy exhibit at the library – 203 Orange Street

**Noon to 3 p.m. – Bain Honaker House open for 150th anniversary
 and special exhibits – 108 College Street**

**10 a.m. – Commemorative Air Force Flyover
 followed by parade – Downtown Farmersville**

10:45 a.m. – Program at Onion Shed

Guest speakers Audie Murphy Club from Fort Hood
 Presentation of colors by Tri-County Veterans Honor Guard
 Recognition of local veterans and active duty personnel

Noon – Veterans Reception

First Baptist Church of Farmersville – 124 S. Washington Street

**If you are a veteran or active duty personnel that plans on
 attending please let us know!**

For more information go to www.farmersvilletx.com
 or contact Main Street Manager Adah Leah Wolf at 972-784-6846
 We are on Facebook! www.facebook.com/AudieMurphyDay



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: June 23, 2015

SUBJECT: Public hearing amending Ordinance #97-06 regarding on-site sewage

- Ordinance # 97-06 is attached for review.
- An amending ordinance is attached for review.

ACTION:

- 1) Open Public Hearing and call the time.
- 2) Ask for those FOR the amending ordinance to come forward.
- 3) Ask for those OPPOSING the amending ordinance to come forward.
- 4) Close the Public Hearing and call the time.
- 5) Discussion will be on the next item.

ORDINANCE #97-06
AN ORDINANCE OF THE CITY OF FARMERSVILLE, TEXAS
REPEALING ORDINANCE #87-17 ADOPTING RULES FOR ON-SITE
SEWAGE FACILITIES, AND PROVIDING FOR AN EFFECTIVE DATE

PREAMBLE

WHEREAS, the Texas Natural Resource Conservation Commission has established Design Criteria for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code, Chapter 366, which authorizes a local government to regulate the use of on-site sewage disposal facilities in its jurisdiction in order to abate or prevent pollution, or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a meeting and public hearing to determine whether the City Council of the City of Farmersville, Texas should enact an ordinance controlling or prohibiting the installation or use of on-site sewage facilities in the City of Farmersville, Texas; and

WHEREAS, said meeting and public hearing were held in accordance with the notice thereof, and the evidence and arguments there presented were considered by the City Council of the City of Farmersville, Texas; and

WHEREAS, the City Council of the City of Farmersville, Texas finds that the use of on-site sewage facilities in the City of Farmersville, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the City Council of the City of Farmersville, Texas has considered the matter and deems it appropriate to enact an Ordinance adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in the City of Farmersville, Texas.

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

Section 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

Section 2. THAT the use of on-site sewage facilities in the City of Farmersville, Texas is causing or may cause pollution or is injuring or may injure the public health;

Section 3. THAT the Code of Ordinances of the City of Farmersville, Texas be amended by adding thereto a new Article entitled "On-Site Sewage Disposal", which shall read as follows:

"AN ARTICLE ENTITLED ON-SITE SEWAGE DISPOSAL"

Section 4. **CONFLICTS.**

All Ordinances or parts of Ordinances of the City of Farmersville, Texas not consistent with or in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. ADOPTING CHAPTER 366.

The City of Farmersville, Texas clearly understands the technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, does adopt and will fully enforce Chapter 366 of the Texas Health and Safety Code.

Section 6. AREA OF JURISDICTION.

The Rules adopted by this ORDINANCE shall apply to all of the incorporated area of the City of Farmersville, Texas.

Section 7. ON-SITE SEWAGE FACILITY RULES.

Any structure discharging sewage into an on-site sewage facility within the jurisdictional area of the City of Farmersville, Texas must comply with the Rules adopted in Section 8 of this Code of Ordinances.

Section 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules ("Design Criteria For On-Site Sewage Facilities" and Administrative Rules 30 TAC 285.101-285.115 and 285.118 if applicable) attached hereto, promulgated by the Texas Natural Resource Conservation Commission for the on-site sewage systems are hereby adopted, and all officials and employees of the City of Farmersville, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

Section 9. INCORPORATION BY REFERENCE.

The Design Criteria and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules. A copy of the current Design Criteria is attached to these Rules as Appendix I.

Section 10. DEVELOPMENT OR ORGANIZED DISPOSAL SYSTEMS.

In order to implement the stated policy of the legislature and the Texas Natural Resource Conservation Commission to encourage the development and use of organized disposal systems to serve the waste disposal needs of the citizens of the State and to prevent pollution, protect the public health, and maintain and enhance the quality of water in the State, the following requirements are made:

- (a) No person may cause or allow the installation of an on-site sewage facility when any part of the facility is to be 300 feet in horizontal distance (measured on the closest practicable access route) of an existing organized system, unless one of the following requirements has been met:
 - (1) The person has received a written denial of service from the owner or governing body of the organized disposal system; or
 - (2) The person has received a written determination from the designated representative that it is not feasible for the person to connect to the organized disposal system.

- (b) Whenever an organized disposal system is developed within 300 feet in horizontal distance (measured on the closest practicable route) from any of a private sewage facility, that shall be connected to the organized system unless one of the requirements set forth in subsections a(1) or a(2) of this section has been met.

Section 11. DUTIES AND POWERS.

The Code Inspector of the City of Farmersville, Texas is herewith declared the designated representative for the enforcement of these Rules within its jurisdictional area. The appointed individual(s) must be approved and certified by the Texas Natural Resource Conservation Commission before assuming the duties and responsibilities of the Designated Representative of the City of Farmersville, Texas. The designated representative shall have the following duties and concomitant powers:

- (a) To resolve any question regarding any interpretation of these Rules, or Design Criteria.
- (b) To enforce these Rules and to make appropriate recommendations to the proper city officials when instances of noncompliance with the Rules have been determined.
- (c) To make statutorily mandated inspections of proposed, new and existing on-site sewage facilities.
- (d) To collect fees set by the authorized agent as necessary to recover the reasonable costs incurred in meeting the requirements of these Rules.
- (e) To make semi-annual reports to the authorized agent on all actions, including legal actions, taken concerning these Rules.
- (f) To investigate nuisance complaints within 21 days of receipt. All validated complaints shall be resolved or substantial progress made toward resolution by the responsible individual within 30 days.
- (g) To perform all other duties necessary to meet the requirements of these Rules.

Section 12. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to the City of Farmersville, Texas.

Section 13. LICENSE TO OPERATE.

Each new on-site sewage facility shall be inspected and approved by the designated representative prior to the final covering of the facility.

- (a) The applicant or registered installer shall notify the designated representative that an inspection is desired at least 5 working days prior to the need for inspection.
- (b) The applicant or registered installer shall provide whatever reasonable assistance the designated representative requests in order to make the inspection.
- (c) The applicant or registered installer must be present at the time of the inspection for that facility.

Section 14. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the City Council of the City of Farmersville, Texas.

Section 15. ENFORCEMENT.

The designated representative may routinely inspect on-site sewage facilities to assure continued compliance with these Rules.

The designated representative shall inspect any on-site system that is believed to be causing pollution, a threat to the public health, nuisance conditions, or illegally installed or altered. If upon inspection, it is found that any of these conditions exists, the owner of the on-site sewage facility will be notified in writing of the violation, and what must be done to achieve compliance, and set a reasonable amount of time to comply. The on-site sewage facility shall be reinspected at the expiration of the allotted time.

- (a) If the facility is found to be compliant, a license therefore may be issued or the existing license may be modified.
- (b) If the facility is found to be noncompliant, appropriate enforcement shall be taken.

Section 16. PENALTIES.

The City of Farmersville, Texas adopts the criminal, injunction or civil suit, and civil penalty provisions as set forth in the Sections of 366.091, 366.092, 366.0921 of the Texas Health and Safety Code and/or any other such penalties (Section 341.091 of the Texas Department of Health, Chapter 341) that may be provided by State Law. Each day of a continuing violation is a separate offense and is punishable as such.

CRIMINAL PENALTIES (Section 366.091)

- (a) A person commits an offense if a person operates as an installer unless the person is registered by the State.
- (b) A person commits an offense if the person violates a rule adopted by the Commission under this chapter or an order or resolution adopted by an authorized agent under Subchapter C in a county that is contiguous to an international border.
- (c) A person commits an offense if the person begins to construct, alter, extend or repair an on-site sewage facility owned by another person before the owner of the system obtains a permit to install, construct, alter extend or repair the on-site system as required.
- (d) An emergency repair to an on-site sewage facility without a permit is not an offense under these Rules if:
 - (1) The repair is made for the purpose of abatement of an immediate health hazard;
 - (2) That said repair does meet minimum State design criteria or the more stringent design criteria of the authorized agent;
 - (3) That said repair does not constitute an alteration of the on-site system;
 - (4) That written notification of such repair, including a detailed description of the method and materials used in said repair, is made to the authorized agent not later than 72 hours after the repair is begun;
 - (5) That said repair must be inspected for compliance with the State's or authorized agent's design criteria.
- (e) An offense under this section is a Class C Misdemeanor unless it is shown in the trial of the defendant that the defendant has previously been convicted of an offense under this chapter, in which event the offense is punishable by:
 - (1) A fine of not less than \$125.00 nor more than \$500.00;
 - (2) Confinement in jail for not more than one month; or

- (3) Both the fine and confinement.
- (f) Each day that a violation occurs constitutes a separate offense.

INJUNCTION OR CIVIL SUIT (Section 366.092).

- (a) If it appears that a person has violated, is violating, or is threatening to violate any provision of Chapter 366, Texas Health and Safety Code, or any rule, permit or other order of the Commission issued pursuant to Chapter 366, Texas Health and Safety Code, the Commission in partnership with the authorized agent or the Commission independently may request the Attorney General to bring a civil suit for:
 - (1) Mandatory or prohibitory injunctive relief, as warranted by the facts;
 - (2) A civil penalty as provided by Chapter 366, Texas Health and Safety Code; or
 - (3) Both injunctive relief and civil penalty.
- (b) Venue for an action under Chapter 366, Texas Health and Safety Code, is in Travis County District Court, the county in which the defendant resides, or in the county in which the violation occurs.

CIVIL PENALTY (Section 366.0921)

- (a) The authorized agent may request that the Commission initiate an enforcement action pursuant to these sections through a petition filed with the Commission.
 - (1) An owner who violates any provision of Chapter 366, Texas Health and Safety Code, or any rule, permit or order issued pursuant to Chapter 366, Texas Health and Safety Code, is subject to a civil penalty of not less than \$100.00 nor more than \$500.00 for each act of violation and for each day of violation.
 - (2) Any other person who violates any provision of Chapter 366, Texas Health and Safety Code, or any rule, permit or order issued pursuant to Chapter 366, Texas Health and Safety Code, is subject to civil penalty of not less than \$500.00 nor more than \$5,000.00 for each act of violation and for each day of violation.
- (b) The civil penalties recovered shall be divided between the authorized agent and the State based on the proportion of resources expended by each entity in the course of the enforcement action.

CHAPTER 341 (SUBCHAPTER B. NUISANCE AND GENERAL SANITATION).

CRIMINAL PENALTIES (Section 341.091)

- (a) A person commits an offense if the person violates this chapter or a rule adopted under this chapter. An offense under this section is a misdemeanor punishable by a fine of not less than \$10.00 nor more than \$200.00, confinement in jail for not more than 30 days, or both.
- (b) If it is shown in the trial of the defendant that the defendant has been convicted of an offense under this chapter within a year before the date on which the offense being tried occurred, the defendant shall be punishable by a fine of not less than \$10.00 nor more than \$1,000.00, confinement in jail for not more than 30 days or both.

Section 17. EMERGENCY REPAIR.

An emergency repair to an on-site sewage facility without a permit is not an offense

under these Rules if the following procedures are carried out:

- (a) The repair is made for the purpose of abatement of an immediate, dangerous and serious health hazard;
- (b) That said repair does not meet minimum State design criteria;
- (c) That said repair does not constitute an alteration of the on-site system;
- (d) That written notification of such repair, including a detailed description of the method and materials used in said repair, is made to the authorized agent within 72 hours of the date of the repair; and
- (e) That said repair must be inspected for compliance with the State's design criteria.

Section 18. SEVERABILITY.

It is hereby declared to be the intention of the City Council of the City of Farmersville, Texas that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, since the same would have been enacted by the City Council without incorporation in this Ordinance of such unconstitutional phrases, clause, sentence, paragraph or section.

Section 19. RELINQUISHMENT OF ORDINANCE.

If the City Council of the City of Farmersville, Texas decided that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the City Council shall follow the procedures outlined below:

- (a) The City Council shall inform the Texas Natural Resource Conservation Commission by certified mail at least 30 days before the published date of the public hearing notice that it wishes to relinquish its on-site sewage facility ordinance.
- (b) The City Council shall post the required public notice in a newspaper regularly published or circulated in the area of jurisdiction at least 30 days prior to the anticipated date of the action by the authorized agent and must solicit written comments for that 30 day period.
- (c) The City Council shall send a copy of the public notice, a publisher's affidavit of public notice, and a certified copy of the court's minutes to the Texas Natural Resource Conservation Commission.
- (d) Upon relinquishment of the ordinance, the local governmental entity shall surrender its area of jurisdiction to the commission.
- (e) The local government entity shall pay the Texas Natural Resource Conservation Commission the appropriate charge back fees for permitting, inspections and complaint investigations of on-site sewage facilities in the surrendered area of jurisdiction.

Section 20. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its date of approval as required by law and upon the approval of the Texas Natural Resource Conservation Commission.

AND IT IS SO ORDAINED:

PASSED AND APPROVED THIS 27 DAY OF May . 1997.

First reading 3-11-97

Second reading 5-27-97



Shirley Horton
CITY SECRETARY

G. C. Crump
MAYOR

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this date personally appeared Jacquelyn Harty, Owner/Publisher of The Farmersville Times/Princeton Herald newspapers regularly published in Collin County, Texas, and having general circulation in Collin County, Texas, who being duly sworn by me, deposes and says that the foregoing attached notice was published in said newspaper on the following date(s), to wit:

4/3/97

Jacquelyn Harty

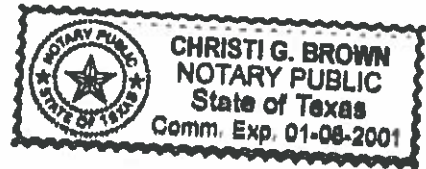
Subscribed and sworn to before me this 9 day of April, 1997, to certify which witness my hand and seal of office

s.e.a.l

Christi Brown

Notary Public in and for the State of Texas

My commission expires: _____



**CITY OF FARMERSVILLE
ORDINANCE # O-2015-0714-001**

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 DELETING ARTICLE VI, "ON-SITE SEWAGE FACILITIES," AND SECTIONS 74-336 THROUGH 74-349 THEREOF IN THEIR ENTIRETY AND ADOPTING A NEW ARTICLE VI THAT IS ALSO ENTITLED "ON-SITE SEWAGE FACILITIES" TO UPDATE AND ADOPT NEW RULES FOR ON-SITE SEWAGE FACILITIES CONSISTENT WITH THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ("TCEQ"); 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, Texas ("City Council"), pursuant to Texas Local Government Code, Sections 51.001 and 51.012, is authorized to adopt an ordinance, not inconsistent with state law, that is for the good government, interest, welfare, peace, or order of the City of Farmersville ("City"), and that is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council previously adopted Ordinance No. 87-17 adopting rules for on-site sewage facilities, which ordinance was repealed by the City Council's adoption of Ordinance No. 97-06 on or about May 27, 1997; and

WHEREAS, Ordinance No. 97-06 was originally codified in Sections 11.115.1, et seq., of the Code of Ordinance of the City of Farmersville, Texas, ("Farmersville Code") and thereafter re-codified in 2011 as Article VI of Chapter 74 (sections 74-336 through 74-349) of the Farmersville Code; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established updated Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, due notice was given of a public meeting to determine whether the City Council of the City should enact an ordinance amending and replacing the existing provisions controlling or prohibiting the installation or use of on-site sewage facilities in the City of Farmersville, Texas; and

WHEREAS, the City Council of the City finds that the use of on-site sewage facilities in the City of Farmersville, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the City Council of the City has considered the matter and deems it appropriate to enact an Ordinance adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in the City of Farmersville, Texas.

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

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. AMENDING CHAPTER 74, “UTILITIES,” BY DELETING ARTICLE VI, “ON-SITE SEWAGE FACILITIES,” AND SECTIONS 74-336 THROUGH 74-349 THEREOF IN THEIR ENTIRETY AND ADOPTING A NEW ARTICLE VI THAT IS ALSO ENTITLED “ON-SITE SEWAGE FACILITIES” TO UPDATE AND ADOPT NEW RULES FOR ON-SITE SEWAGE FACILITIES CONSISTENT WITH THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (“TCEQ”)

From and after the effective date of this Ordinance Article VI, “On-Site Sewage Facilities,” of Chapter 74 of the Farmersville Code, including Sections 74-336 through 74-349, is deleted in its entirety and replaced with a new Article VI that is also entitled “On-Site Sewage Facilities” to read as follows:

“ARTICLE VI. ON-SITE SEWAGE FACILITIES

Sec. 74-336. On-Site Sewage Facility Regulation and Enforcement.

The City of Farmersville, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the Texas Health and Safety Code and Chapters 7 and 37 of the Texas Water Code, and associated rules referenced in Section 74-339 of this Ordinance.

Sec. 74-337. Area of Jurisdiction.

The Rules adopted by this article shall apply to all the area lying within the incorporated limits of the City of Farmersville, Texas.

Sec. 74-338. On-Site Sewage Facility Rules.

Any permit issued for an on-site sewage facility ("OSSF") within the jurisdictional area of the City of Farmersville, Texas must comply with the Rules adopted in Section 74-339 of this Ordinance.

Sec. 74-339. On-Site Sewage Facility Rules Adopted.

Chapter 366 of the Texas Health and Safety Code and Chapters 7 and 37 of the Texas Water Code together with Title 30 Texas Administrative Code Chapter 30, Subchapters A and G, and Title 30 Texas Administrative Code Chapter 285, promulgated by the Texas Commission on Environmental Quality ("TCEQ") for on-site sewage facilities (collectively the "Rules") are hereby adopted, and all officials and employees of the City of Farmersville, Texas, having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

Sec. 74-340. Incorporation by Reference.

The Rules and all future amendments and revisions thereto are hereby incorporated herein by reference and are thus made a part of these Rules. A copy of the Rules shall be filed and maintained in the office of the City Secretary, and the same are hereby adopted and incorporated in this Section as if the same were copied in their entirety and the provisions of such Rules shall be controlling within the City.

Sec. 74-341. Amendments.

The City of Farmersville, Texas wishing to adopt more stringent Rules for its OSSF Ordinance understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by the City of Farmersville, Texas:

- (A) No person may cause or allow the installation of an OSSF when any part of the facility is to be within 300 feet in horizontal distance (measured on the closest practicable access route) of an existing public sanitary sewer system, unless one of the following requirements has been met:
 - (1) The person has received a written denial of service from the City of Farmersville; or
 - (2) The person has received a written determination from the City of Farmersville that it is not feasible for the person to connect to the public sanitary sewer system.
- (b) Whenever a public sanitary sewer system is developed within 300 feet in horizontal distance (measured on the closest practicable route) from any part of a private sewage facility, that facility shall be connected to the public sanitary sewer system unless one of the requirements set forth above in this section has been met.

Sec. 74-342. Duties and Powers.

The City Manager or his or her duly appointed representative is hereby declared to be the OSSF Designated Representative of the City of Farmersville, Texas, for the enforcement of these rules within the jurisdictional area. The appointed individual(s) must be certified by the TCEQ before assuming the duties and responsibilities of the OSSF Designated Representative.

Sec. 74-343. Collection of Fees.

All persons, companies, or other entities applying for permits, inspections, and re-inspections shall pay the permit fees as provided in the fee schedule in appendix A of this Code. A fee of \$10 will also be collected for each OSSF permit to be paid to the credit of the TCEQ Water Resources Management Account as required by the Texas Health and Safety Code Chapter 367.

Sec. 74-344. Appeals.

Persons aggrieved by an action or decision of the OSSF Designated Representative may appeal such action or decision to the Board of Adjustment of the City Council of the City of Farmersville, Texas, in writing within 15 calendar days of said action or decision. Failure to timely appeal renders the action or decision of the OSSF Designated Representative final and binding.

Sec. 74-345. Enforcement Plan and Penalties.

The City of Farmersville, Texas, clearly understands that, at a minimum, it must follow the requirements of Title 30 Texas Administrative Code § 285.71, "Authorized Agent Enforcement of OSSFs."

This Article hereby adopts and specifically incorporates all applicable penalty provisions related to OSSFs including, but not limited to, those provisions found in Chapters 341 and 366 of the Texas Health and Safety Code; Chapters 7, 26, and 37 of the Texas Water Code; and, Title 30 Texas Administrative Code Chapter 30, Subchapters A and G, and Chapter 285. Further, an owner may be assessed a fine as provided in Section 1-3 of this Code for each day that the OSSF remains un-repaired.

Allegation and proof of a culpable mental state are not required for evidence of an offense committed under this Article.

Sec. 74-345. Relinquishment of Ordinance.

If the City Council of the City of Farmersville, Texas decides that it no longer wishes to regulate OSSFs in its area of jurisdiction, the City Council shall follow the procedures outlined in the Rules or as set forth below:

- (a) The City Council shall inform the TCEQ by certified mail at least 30 days before the published date of the public hearing notice that it wishes to relinquish all powers and authority granted it by the OSSF ordinance.
- (b) The City shall post public notice in a newspaper regularly published or circulated in the area of

jurisdiction not more than 30 days and at least 72 hours prior to the anticipated date of action by the authorized agent, which public notice shall include the time, date and location of the meeting.

- (c) The City shall on the date of the noticed meeting, or within 30 days after that meeting, adopt an ordinance repealing the OSSF ordinance and shall thereafter send a copy of the public notice, a publisher's affidavit of public notice, and a certified copy of the minutes of the meeting of the City Council to the TCEQ.
- (d) After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 Texas Administrative Code § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished."

SECTION 3: REPEALER

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

SECTION 4: SEVERABILITY

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

SECTION 5: PENALTIES FOR VIOLATION

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City of Farmersville from filing suit to enjoin

the violation. The City of Farmersville retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: INJUNCTIVE RELIEF

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

SECTION 7: PUBLICATION

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

SECTION 8: ENGROSSMENT AND ENROLLMENT

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

SECTION 9: SAVINGS

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

SECTION 10: EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as required by law and upon the approval of the TCEQ.

[Remainder of page intentionally left blank.]

PASSED on first reading on the 23rd day of June, 2015, and second reading on the 14th day of July, 2015 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 14th DAY OF JULY, 2015.

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

ATTEST:

BY: _____
Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: June 23, 2015

SUBJECT: First Reading – Consider, discuss and act upon an ordinance to amend Ordinance # 97-06 regarding on-site sewage

- An ordinance is attached for review.

ACTION: Approve or disapprove the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2015-0714-001**

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 DELETING ARTICLE VI, "ON-SITE SEWAGE FACILITIES," AND SECTIONS 74-336 THROUGH 74-349 THEREOF IN THEIR ENTIRETY AND ADOPTING A NEW ARTICLE VI THAT IS ALSO ENTITLED "ON-SITE SEWAGE FACILITIES" TO UPDATE AND ADOPT NEW RULES FOR ON-SITE SEWAGE FACILITIES CONSISTENT WITH THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ("TCEQ"); 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, Texas ("City Council"), pursuant to Texas Local Government Code, Sections 51.001 and 51.012, is authorized to adopt an ordinance, not inconsistent with state law, that is for the good government, interest, welfare, peace, or order of the City of Farmersville ("City"), and that is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council previously adopted Ordinance No. 87-17 adopting rules for on-site sewage facilities, which ordinance was repealed by the City Council's adoption of Ordinance No. 97-06 on or about May 27, 1997; and

WHEREAS, Ordinance No. 97-06 was originally codified in Sections 11.115.1, et seq., of the Code of Ordinance of the City of Farmersville, Texas, ("Farmersville Code") and thereafter re-codified in 2011 as Article VI of Chapter 74 (sections 74-336 through 74-349) of the Farmersville Code; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established updated Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, due notice was given of a public meeting to determine whether the City Council of the City should enact an ordinance amending and replacing the existing provisions controlling or prohibiting the installation or use of on-site sewage facilities in the City of Farmersville, Texas; and

WHEREAS, the City Council of the City finds that the use of on-site sewage facilities in the City of Farmersville, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the City Council of the City has considered the matter and deems it appropriate to enact an Ordinance adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in the City of Farmersville, Texas.

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

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. AMENDING CHAPTER 74, "UTILITIES," BY DELETING ARTICLE VI, "ON-SITE SEWAGE FACILITIES," AND SECTIONS 74-336 THROUGH 74-349 THEREOF IN THEIR ENTIRETY AND ADOPTING A NEW ARTICLE VI THAT IS ALSO ENTITLED "ON-SITE SEWAGE FACILITIES" TO UPDATE AND ADOPT NEW RULES FOR ON-SITE SEWAGE FACILITIES CONSISTENT WITH THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ("TCEQ")

From and after the effective date of this Ordinance Article VI, "On-Site Sewage Facilities," of Chapter 74 of the Farmersville Code, including Sections 74-336 through 74-349, is deleted in its entirety and replaced with a new Article VI that is also entitled "On-Site Sewage Facilities" to read as follows:

"ARTICLE VI. ON-SITE SEWAGE FACILITIES

Sec. 74-336. On-Site Sewage Facility Regulation and Enforcement.

The City of Farmersville, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities, and will fully enforce Chapter 366 of the Texas Health and Safety Code and Chapters 7 and 37 of the Texas Water Code, and associated rules referenced in Section 74-339 of this Ordinance.

Sec. 74-337. Area of Jurisdiction.

The Rules adopted by this article shall apply to all the area lying within the incorporated limits of the City of Farmersville, Texas.

Sec. 74-338. On-Site Sewage Facility Rules.

Any permit issued for an on-site sewage facility ("OSSF") within the jurisdictional area of the City of Farmersville, Texas must comply with the Rules adopted in Section 74-339 of this Ordinance.

Sec. 74-339. On-Site Sewage Facility Rules Adopted.

Chapter 366 of the Texas Health and Safety Code and Chapters 7 and 37 of the Texas Water Code together with Title 30 Texas Administrative Code Chapter 30, Subchapters A and G, and Title 30 Texas Administrative Code Chapter 285, promulgated by the Texas Commission on Environmental Quality ("TCEQ") for on-site sewage facilities (collectively the "Rules") are hereby adopted, and all officials and employees of the City of Farmersville, Texas, having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

Sec. 74-340. Incorporation by Reference.

The Rules and all future amendments and revisions thereto are hereby incorporated herein by reference and are thus made a part of these Rules. A copy of the Rules shall be filed and maintained in the office of the City Secretary, and the same are hereby adopted and incorporated in this Section as if the same were copied in their entirety and the provisions of such Rules shall be controlling within the City.

Sec. 74-341. Amendments.

The City of Farmersville, Texas wishing to adopt more stringent Rules for its OSSF Ordinance understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by the City of Farmersville, Texas:

- (A) No person may cause or allow the installation of an OSSF when any part of the facility is to be within 300 feet in horizontal distance (measured on the closest practicable access route) of an existing public sanitary sewer system, unless one of the following requirements has been met:
 - (1) The person has received a written denial of service from the City of Farmersville; or
 - (2) The person has received a written determination from the City of Farmersville that it is not feasible for the person to connect to the public sanitary sewer system.
- (b) Whenever a public sanitary sewer system is developed within 300 feet in horizontal distance (measured on the closest practicable route) from any part of a private sewage facility, that facility shall be connected to the public sanitary sewer system unless one of the requirements set forth above in this section has been met.

Sec. 74-342. Duties and Powers.

The City Manager or his or her duly appointed representative is hereby declared to be the OSSF Designated Representative of the City of Farmersville, Texas, for the enforcement of these rules within the jurisdictional area. The appointed individual(s) must be certified by the TCEQ before assuming the duties and responsibilities of the OSSF Designated Representative.

Sec. 74-343. Collection of Fees.

All persons, companies, or other entities applying for permits, inspections, and re-inspections shall pay the permit fees as provided in the fee schedule in appendix A of this Code. A fee of \$10 will also be collected for each OSSF permit to be paid to the credit of the TCEQ Water Resources Management Account as required by the Texas Health and Safety Code Chapter 367.

Sec. 74-344. Appeals.

Persons aggrieved by an action or decision of the OSSF Designated Representative may appeal such action or decision to the Board of Adjustment of the City Council of the City of Farmersville, Texas, in writing within 15 calendar days of said action or decision. Failure to timely appeal renders the action or decision of the OSSF Designated Representative final and binding.

Sec. 74-345. Enforcement Plan and Penalties.

The City of Farmersville, Texas, clearly understands that, at a minimum, it must follow the requirements of Title 30 Texas Administrative Code § 285.71, "Authorized Agent Enforcement of OSSFs."

This Article hereby adopts and specifically incorporates all applicable penalty provisions related to OSSFs including, but not limited to, those provisions found in Chapters 341 and 366 of the Texas Health and Safety Code; Chapters 7, 26, and 37 of the Texas Water Code; and, Title 30 Texas Administrative Code Chapter 30, Subchapters A and G, and Chapter 285. Further, an owner may be assessed a fine as provided in Section 1-3 of this Code for each day that the OSSF remains un-repaired.

Allegation and proof of a culpable mental state are not required for evidence of an offense committed under this Article.

Sec. 74-345. Relinquishment of Ordinance.

If the City Council of the City of Farmersville, Texas decides that it no longer wishes to regulate OSSFs in its area of jurisdiction, the City Council shall follow the procedures outlined in the Rules or as set forth below:

- (a) The City Council shall inform the TCEQ by certified mail at least 30 days before the published date of the public hearing notice that it wishes to relinquish all powers and authority granted it by the OSSF ordinance.
- (b) The City shall post public notice in a newspaper regularly published or circulated in the area of

jurisdiction not more than 30 days and at least 72 hours prior to the anticipated date of action by the authorized agent, which public notice shall include the time, date and location of the meeting.

- (c) The City shall on the date of the noticed meeting, or within 30 days after that meeting, adopt an ordinance repealing the OSSF ordinance and shall thereafter send a copy of the public notice, a publisher's affidavit of public notice, and a certified copy of the minutes of the meeting of the City Council to the TCEQ.
- (d) After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 Texas Administrative Code § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished."

SECTION 3: REPEALER

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

SECTION 4: SEVERABILITY

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

SECTION 5: PENALTIES FOR VIOLATION

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City of Farmersville from filing suit to enjoin

the violation. The City of Farmersville retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 6: INJUNCTIVE RELIEF

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

SECTION 7: PUBLICATION

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

SECTION 8: ENGROSSMENT AND ENROLLMENT

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

SECTION 9: SAVINGS

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

SECTION 10: EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as required by law and upon the approval of the TCEQ.

[Remainder of page intentionally left blank.]

PASSED on first reading on the 23rd day of June, 2015, and second reading on the 14th day of July, 2015 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 14th DAY OF JULY, 2015.

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

ATTEST:

BY: _____
Edie Sims, City Secretary



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: June 23, 2015

SUBJECT: Consider, discuss and act upon City Financial Reports

- Financial Reports are attached for review.

ACTION: Approve or disapprove reports as presented.

**City of Farmersville
Investment and Budget Report**

May 2015

Prepared by: Daphne Hamlin

MEMO

To: Benjamin White, City Manager
From: Daphne Hamlin, City Accountant
Date: June 16th, 2015
Subject: May 2015 Budget Report

The monthly budget report will focus on the analysis of budgetary variances of the revenues and expenditures of each of the major operating funds and project the impact on available fund balance. As a benchmark for comparison, we'll bear in mind that as of the end of May, 8/12 months or 66.67% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 66.67% level, and to have 33.33% remaining budget for the remaining of the year.

Presented in this format are: 1) an executive summary describing current budget issues, 2) budgetary comparison schedules of each major operating fund of the city, and 3) a fiscal year to date activity summary for cash and investments.

Executive Summary

The major operating funds that are part of the annual operating budget of the city are the general, water & wastewater, refuse, and electric funds.

General Fund – (page 3-11)

Total revenues in the general fund are 71.74% collected.

Ad Valorem collections currently received is 92.94%

Sales Tax current collection rate @ 64.16% slightly lower than projected.

TIRZ funds to-date in the amount of \$52,320.82. A separate account is established and funds transferred from the general fund account.

Licenses/Permits revenues are up drastically. The City has received 109.61% of this year's projected budget which is indicating growth.

Municipal Court Revenues currently collected is 58.12%. Staff is currently reviewing files and is scheduled to complete purge within the next few weeks. After completion staff will concentrate heavily on collecting active warrants.

Total expenditures in the general fund are 59.54% which is below the projected 66.67% level.

Please keep in mind we are currently transferring funds from the Electrical Fund to support needed items/personnel in the General Fund. City staff has decided to place some of these items on hold until we receive additional data on the newly acquired Electrical System.

Refuse Fund – (pages 27-30)

Total revenues are 50.39% and total expenses are 47.74%. Percentages are off due to budgetary issue. This will be resolved during the 2014-2015 budget revision process.

Water & Wastewater Fund – (pages 12-21)

Total revenues for the Water Fund are 58.44% Total revenues for the Wastewater Fund are 68.13%

Water expenses in Administration are 68.40%. Water Department overall expenditures are 62.37%

Wastewater expenses are 51.19%.

Electric Fund – (pages 22-26)

Total revenues are 47.65%; the expenses are at 58.65% and include budgeted transfers to general fund (\$1,017,740 annual, or \$83,562 per month transfer).

I&S Fund – (pages 31-32)

Total Revenues are 98.99%; the expenses are at 85.11%. Bond payments made in February in the amount of \$436,073.34

Cash Summary – (pages 1-2)

The cash summary is attached.

SUMMARY OF CASH BALANCES MAY 2015

ACCOUNT: FNB (0815)

	Interest Earned	Restricted	Assigned	Account Balance
Clearing Accounts				
General Fund			\$ 435,242.25	
Permit Fund			\$ 23,088.63	
Refuse Fund			\$ 32,503.03	
Water Fund			\$ (480,375.37)	
Wastewater Fund			\$ 254,919.32	
Electric Fund			\$ (74,186.52)	
SRO Support ISD	\$ 7,714.36			
CC Child Safety	\$ 20,144.67			
Debt Service Revenue Payment	\$ 1,950.00			
2012 Bond	\$ (335.49)			
Law Enf Training	\$ 1,164.11			
Disbursement Fund	\$ (85,621.81)			
Library Donation Fund	\$ 1,749.25			
Court Tech/Sec	\$ 18,215.96			
Grants	\$ (162,653.56)			
CC Bond Farmersville Parkway	\$ 180,000.86			
CC Bond Floyd	\$ (49,667.75)			
Equipment Replacement	\$ 5,322.29			
TOTAL:	\$ (62,017.11)	\$ 191,191.34	\$ 129,174.23	

Debt Service Accounts				
County Tax Deposit (FNB 0807)(Debt Service)	\$ 14.21	\$ 113,609.20		
Debt Service Reserve (Texpool 0014) (2 months rsv)	\$ 5.10	\$ 107,768.69		
TOTAL:	\$ 19.31	\$ 221,377.89	\$ 221,377.89	

Appropriated Surplus Investment Accounts				
Customer meter deposits (Texpool 0008)	\$ 5.10	\$ 107,580.34		
2012 G/O Bond, streets, water, wastewater (Texstar 0120)	\$ 26.41	\$ 446,360.55	-	
TOTAL:	\$ 31.51	\$ 553,920.89	\$ -	\$ 553,920.89

Unassigned Surplus Investment Accounts				
Gen Fund Acct. (Texpool 0004)(Reso. 90 Day Reserve)	\$ 80.28	\$ 668,525.00	\$ 348,175.00	
Refuse Fund Acct. (Texpool 0009)	\$ 6.05	\$ 127,766.84		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 25.45	\$ 591,908.57		
Water/WW Fund (Texpool 00017)(Capital)	\$ 18.37	\$ 752,907.49		
Elec. Fund (Texpool 0005) (Operating)	\$ 2.36	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 6.08	\$ 460,200.83		
Elec. Surcharge (Texpool 0015)	\$ 5.72	\$ 120,880.15		
Money Market Acct. (FNB 092)	\$ 22.05		\$ 173,099.48	
TOTAL:	\$ 166.36	\$ 2,772,188.88	\$ 521,274.48	\$ 3,293,463.36

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	\$ 3,499,314.55	\$ 712,465.82	\$ 4,211,780.37	

06/16/2015

SUMMARY OF CASH BALANCES MAY 2015

FEDC 4A Board Investment & Checking Account					
FEDC 4A Checking Account(Independent Bank 3124)	\$	5.65	\$	144,531.63	
FEDC 4A Investment Account (Texpool 0001)	\$	28.95	\$	616,792.46	
FEDC 4A Certificate of Deposit (Independent Bank)	\$	71.92	\$	250,000.00	
TOTAL:	\$	106.52	\$	1,011,324.09	\$ - \$ 1,011,324.09

FCDC 4B Board Investment & Checking Account					
FCDC 4B Checking Account (Independent Bank 3035)	\$	5.02	\$	113,695.26	
FCDC 4B Investment Account (Texpool 0001)	\$	4.00	\$	84,861.53	
TOTAL:	\$	9.02	\$	198,556.79	\$ - \$ 198,556.79

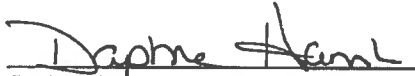
TIRZ Account					
County Tax Deposits (FNB 01276)	\$	52,320.82			
TOTAL:	\$	52,320.82	\$	-	\$ 52,320.82

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

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.

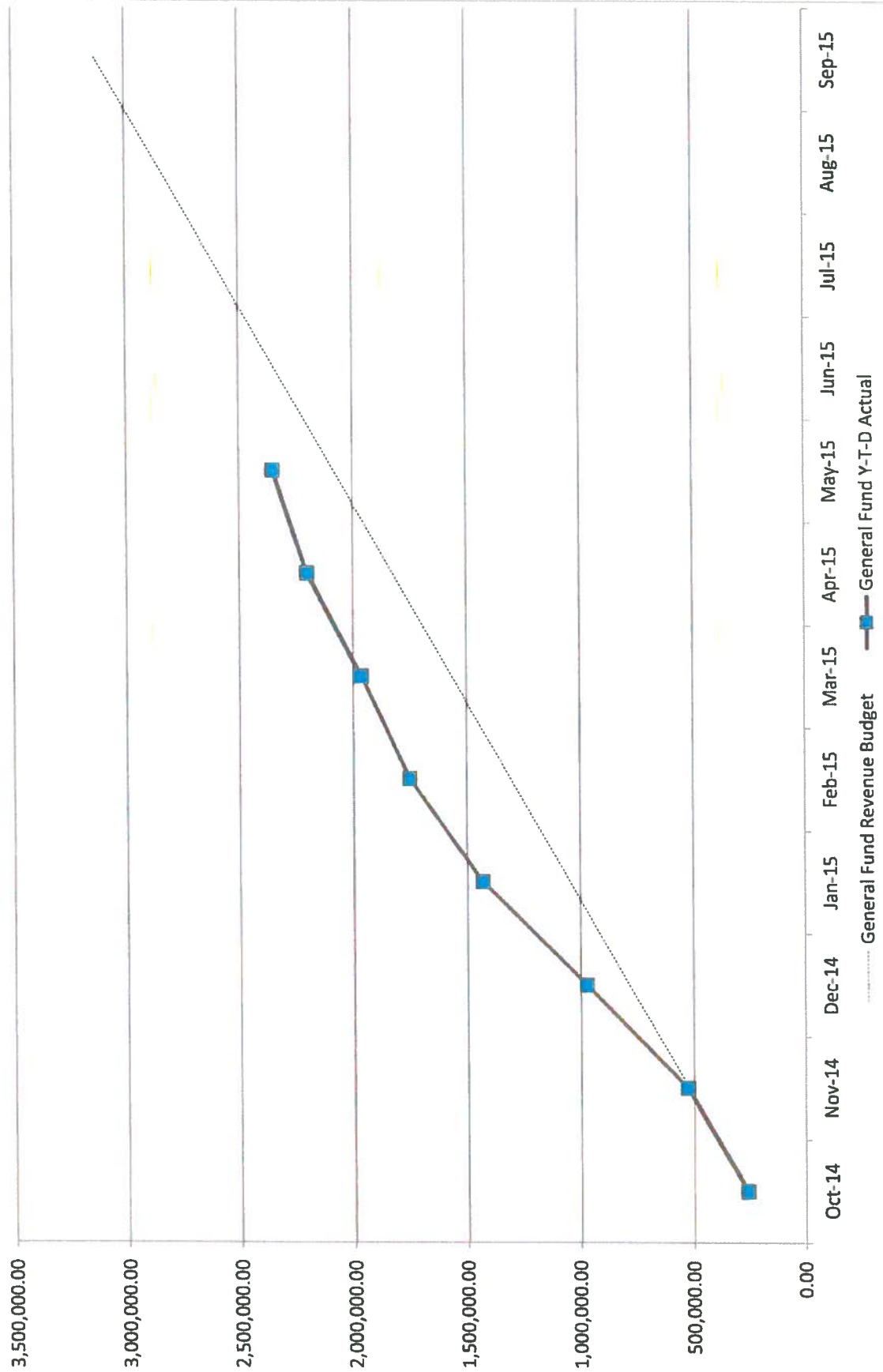
I hereby certify that the City of Farmersville's Investment Portfolio is in compliance with the City's investment strategy as expressed in the City's Investment Policy (Resolution 99-17, and with relevant provisions of the law.


Daphne Hamlin, City Investment Officer

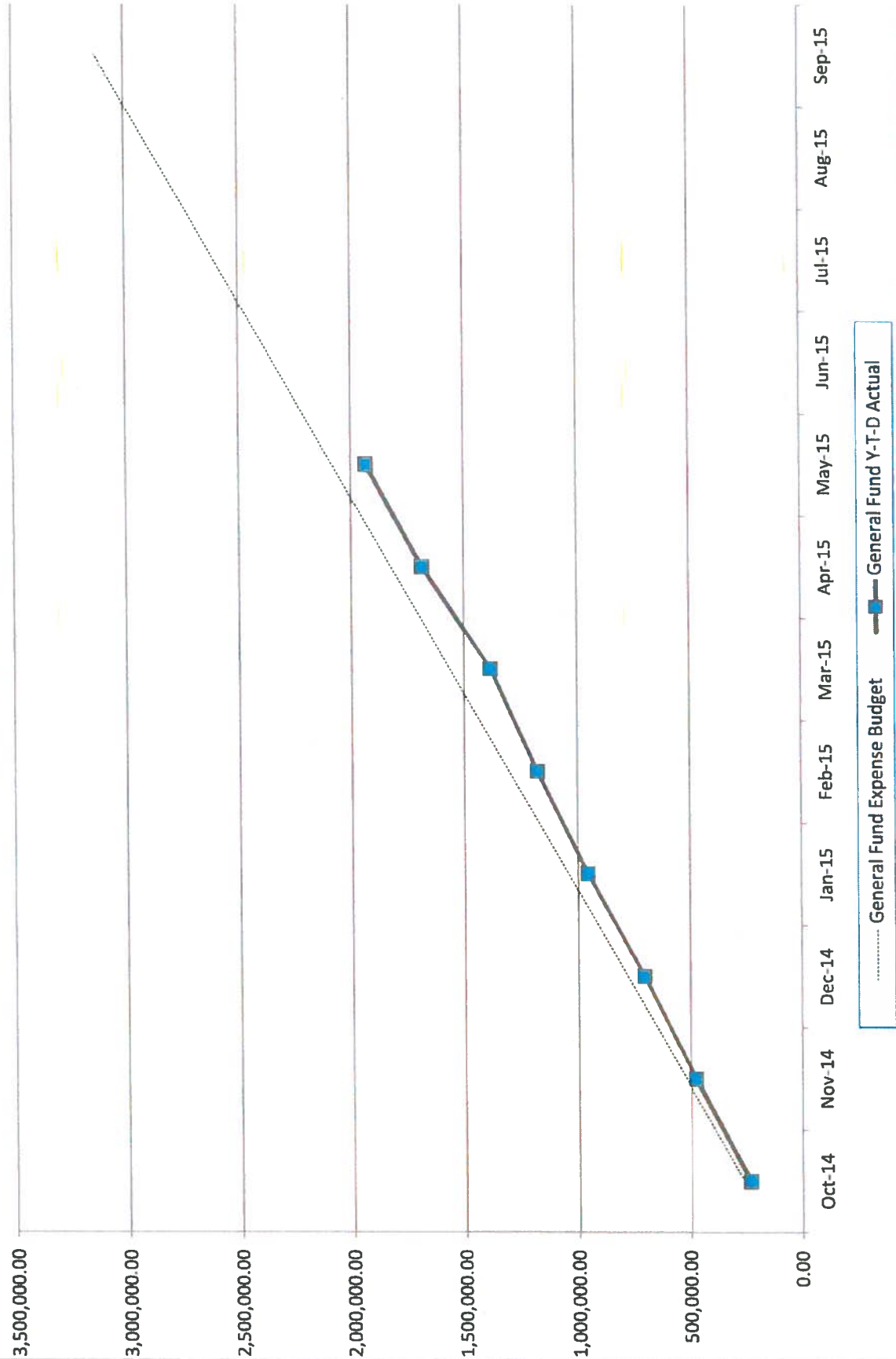
06/16/2015

General Fund Revenue Progress

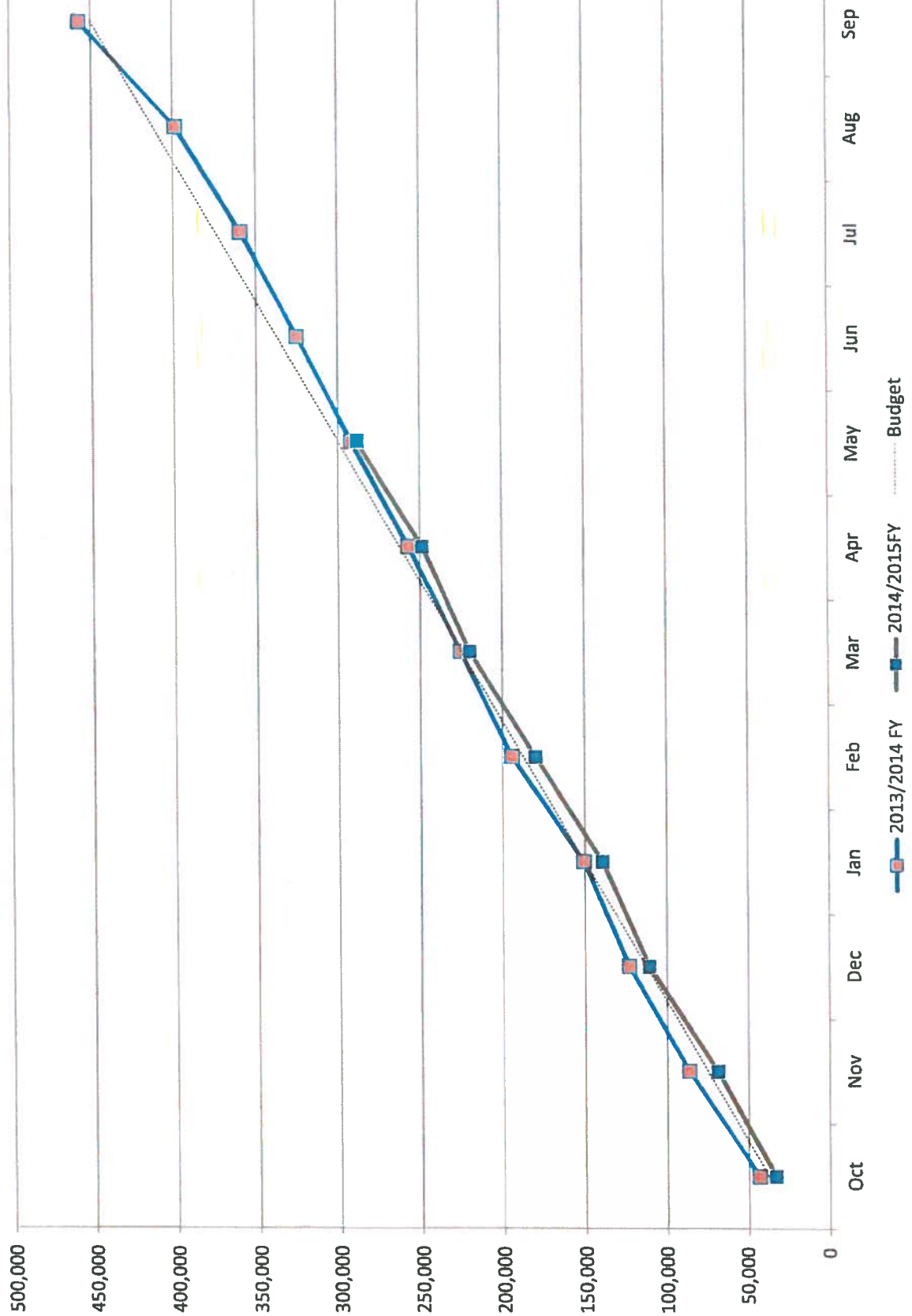
Budget Year 10/2014 thru 9/2015



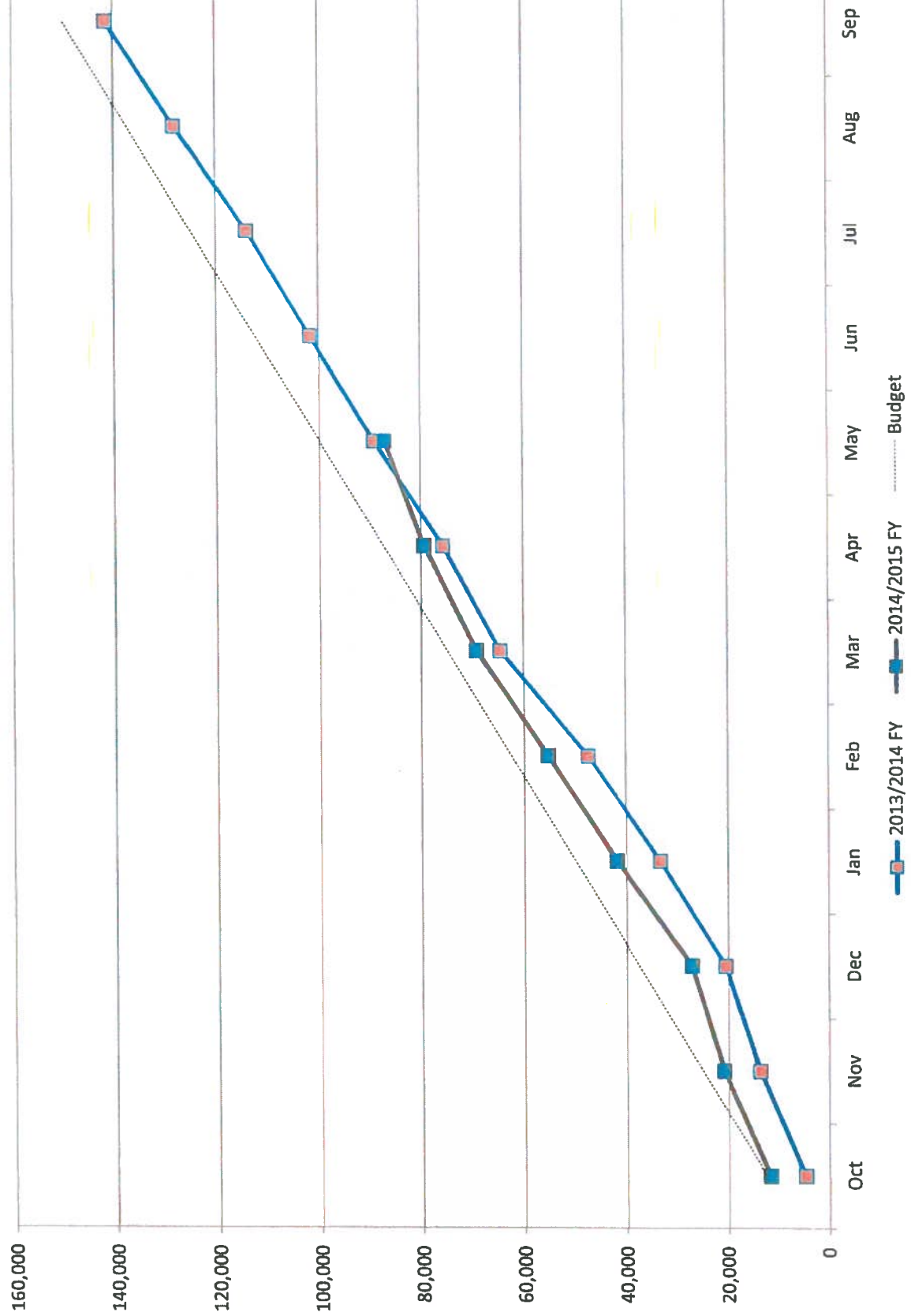
General Fund Expense Budget Year 10/2014 thru 9/2015



Sales Tax Chart



Municipal Court Revenue Comparison Chart



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2015

PAGE: 4

100-GENERAL FUND

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	726,518	4,525.30	675,230.92	0.00	51,287.08	92.94
100.00.5712.000 CC CONV FEE COURT	0	0.00	0.00	0.00	0.00	0.00
100.00.5713.000 DEL. TAX, PEN. & INT.	10,000	305.35	7,163.26	0.00	2,836.74	71.63
100.00.5714.000 CC CONV FEE UTILITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5715.000 TIRZ	15,000	39,552.76	0.00	0.00	15,000.00	0.00
100.00.5721.000 SALES TAX	450,000	39,968.43	288,707.66	0.00	161,292.34	64.16
100.00.5722.000 BEVERAGE TAX	850	0.00	1,972.63	0.00	1,122.63	232.07
100.00.5730.000 FRANCHISE FEES - GARBAGE	0	0.00	0.00	0.00	0.00	0.00
100.00.5731.000 FRANCHISE FEES - GAS	22,000	0.00	29,519.47	0.00	7,519.47	134.18
100.00.5732.000 SKYBEAM	48,000	4,904.11	38,924.11	0.00	9,075.89	81.09
100.00.5733.000 ELEC. FUND FRANCHISE FEE	5,500	0.00	5,540.60	0.00	40.60	100.74
100.00.5734.000 FRANCHISE FEES - TELE.	5,000	619.76	1,906.32	0.00	3,093.68	38.13
100.00.5735.000 FRANCHISE FEES - CABLE	13,000	3,205.25	9,233.60	0.00	3,766.40	71.03
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	25,000	170.00	27,402.25	0.00	2,402.25	109.61
100.00.5742.000 PLANNING & ZONING FEES	2,000	0.00	1,000.00	0.00	1,000.00	50.00
100.00.5743.000 FEES	100	0.00	45.00	0.00	55.00	45.00
100.00.5744.000 PENALTIES	150,000	7,716.45	87,181.27	0.00	62,818.73	58.12
100.00.5745.000 CNTY FIRE RUNS	110,997	0.00	109,528.11	0.00	1,468.89	98.68
100.00.5746.000 ONION SHED RENTAL	1,000	50.00	400.00	0.00	600.00	40.00
100.00.5747.000 COUNTY LIBRARY FUND	14,800	0.00	7,654.08	0.00	7,145.92	51.72
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5749.000 MUN. CT. BLDG. SECURITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5750.000 MAIN STREET EVENTS	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	11,165.12	0.00	4,039.88	73.43
100.00.5758.000 T-MOBILE LEASE	9,105	0.00	255.00	0.00	8,850.00	2.80
100.00.5759.000 GAMING MACHINE LICENSE	0	0.00	0.00	0.00	0.00	0.00
100.00.5760.000 SRO SUPPORT	0	80.28	393.98	0.00	143.98	157.59
100.00.5762.000 INTEREST EARNED	250	0.00	0.00	0.00	600.00	0.00
100.00.5763.000 FEDC 4A STAFF SUPPORT	600	0.00	0.00	0.00	0.00	0.00
100.00.5764.000 FEDC IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00
100.00.5765.000 RENT E. TX. MED CTR.	12,000	0.00	7,000.00	0.00	5,000.00	58.33
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	0	0.00	292.65	0.00	292.65	0.00
100.00.5768.000 S W BELL LEASE	5,400	1,616.00	7,038.53	0.00	1,638.53	130.34
100.00.5769.000 OTHER INCOME	25,000	8,554.27	16,800.20	0.00	8,199.80	67.20
100.00.5770.000 C.C. CHILD SAFETY	0	0.00	0.00	0.00	0.00	0.00
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	12,233	0.00	13,256.25	0.00	1,023.25	108.36
100.00.5773.000 REVENUE RESCUE	3,400	83.28	4,614.20	0.00	1,214.20	135.71
100.00.5774.000 ALARM FEE	2,500	50.00	600.00	0.00	1,900.00	24.00
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: MAY 31ST, 2015

100-GENERAL FUND

% OF YEAR COMPLETED: 66.67

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	0.00	0.00	0.00	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.83	13,806.64	0.00	6,903.36	66.67
100.00.5793.000 RENT RECEIVED	3,600	300.00	2,400.00	0.00	1,200.00	66.67
100.00.5794.000 CIVIC RENT	5,500	250.00	2,762.50	0.00	2,737.50	50.23
100.00.5795.000 4B SALARY	59,809	0.00	59,380.62	0.00	428.38	99.28
100.00.5796.000 KCS RAILWAY MOWING	0	0.00	0.00	0.00	0.00	0.00
100.00.5797.000 MARKETING	23,000	0.00	24,000.00	0.00 (	1,000.00)	104.35
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	1,344,325	112,027.08	896,216.64	0.00	448,108.36	66.67
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	135,388	0.00	0.00	0.00	135,388.00	0.00
100.00.5998.000 TRANS.IN- GEN.FND.SURPLU	0	0.00	0.00	0.00	0.00	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	3,277,790	147,994.27	2,351,391.61	0.00	926,398.39	71.74
TOTAL REVENUE	3,277,790	147,994.27	2,351,391.61	0.00	926,398.39	71.74

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2015

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	3,277,790	147,994.27	2,351,391.61	0.00	926,398.39	71.74
TOTAL REVENUES	3,277,790	147,994.27	2,351,391.61	0.00	926,398.39	71.74
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	170.00	1,360.00	0.00	680.00	66.67
CONTRACTS & PROF. SVCS	150	0.00	0.00	0.00	150.00	0.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	34,000	3,907.82	18,145.89	0.00	15,854.11	53.37
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	36,190	4,077.82	19,505.89	0.00	16,684.11	53.90
12-ADMINISTRATION						
PERSONNEL SERVICES	211,988	29,056.29	160,811.85	0.00	51,176.15	75.86
CONTRACTS & PROF. SVCS	98,550	12,510.39	68,095.01	0.00	30,454.99	69.10
MAINTENANCE	101,240	2,696.18	46,700.64	1,696.87	52,842.49	47.80
UTILITIES	21,150	1,463.35	12,158.45	0.00	8,991.55	57.49
SUPPLIES	20,500	855.14	14,860.29	0.00	5,639.71	72.49
MISCELLANEOUS	54,045	3,343.38	24,992.19	0.00	29,052.81	46.24
CAPITAL EXPENDITURES	25,177	0.00	0.00	0.00	25,177.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	532,650	49,924.73	327,618.43	1,696.87	203,334.70	61.83
14-MUNICIPAL COURT						
PERSONNEL SERVICES	134,255	14,091.09	87,548.81	0.00	46,706.19	65.21
CONTRACTS & PROF. SVCS	25,300	2,075.00	13,659.60	0.00	11,640.40	53.99
MAINTENANCE	16,805	382.50	11,178.02	366.72	5,260.26	68.70
UTILITIES	1,200	103.81	755.49	0.00	444.51	62.96
SUPPLIES	11,000	264.98	3,351.74	0.00	7,648.26	30.47
MISCELLANEOUS	8,200	1,228.98	6,174.17	0.00	2,025.83	75.29
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 14-MUNICIPAL COURT	196,760	18,146.36	122,667.83	366.72	73,725.45	62.53
15-LIBRARY						
PERSONNEL SERVICES	94,671	9,946.08	62,244.99	0.00	32,426.01	65.75
CONTRACTS & PROF. SVCS	250	0.00	0.00	0.00	250.00	0.00
MAINTENANCE	36,260	1,708.93	17,674.40	0.00	18,585.60	48.74
UTILITIES	9,750	554.85	4,999.05	0.00	4,750.95	51.27
SUPPLIES	3,700	145.81	2,268.31	0.00	1,431.69	61.31
MISCELLANEOUS	5,700	22.30	2,914.71	0.00	2,785.29	51.14

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2015

PAGE: 2

100-GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
CAPITAL EXPENDITURES	15,000	1,344.66	9,642.35	0.00	5,357.65	64.28
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	165,331	13,722.63	99,743.81	0.00	65,587.19	60.33
16-CIVIC/CENTER						
UTILITIES	16,500	887.95	6,953.52	0.00	9,546.48	42.14
TOTAL 16-CIVIC/CENTER	16,500	887.95	6,953.52	0.00	9,546.48	42.14
21-POLICE DEPT.						
PERSONNEL SERVICES	730,240	74,300.84	457,914.36	0.00	272,325.64	62.71
CONTRACTS & PROF. SVCS	43,400	257.47	34,354.12	0.00	9,045.88	79.16
MISCELLANEOUS	1,000	0.00	34.48	0.00	965.52	3.45
MAINTENANCE	69,982	3,278.78	36,209.20	6,490.78	27,282.02	61.02
UTILITIES	36,580	2,353.02	16,980.13	0.00	19,599.87	46.42
SUPPLIES	60,600	3,572.58	29,998.11	0.00	30,601.89	49.50
MISCELLANEOUS	23,186	146.95	16,724.99	1,068.04	5,392.97	76.74
CAPITAL EXPENDITURES	38,344	(295.98)	7,320.04	0.00	31,023.96	19.09
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	1,003,332	83,613.66	599,535.43	7,558.82	396,237.75	60.51
22-FIRE DEPT.						
PERSONNEL SERVICES	173,546	10,608.05	80,255.19	0.00	93,290.81	46.24
CONTRACTS & PROF. SVCS	46,914	0.00	30,325.83	0.00	16,588.17	64.64
MISCELLANEOUS	1,500	29.55	452.79	0.00	1,047.21	30.19
MAINTENANCE	44,567	1,429.70	19,866.97	283.52	24,416.51	45.21
UTILITIES	720	105.98	665.88	0.00	54.12	92.48
SUPPLIES	41,500	980.85	28,715.98	0.00	12,784.02	69.20
MISCELLANEOUS	16,500	147.70	9,012.14	0.00	7,487.86	54.62
CAPITAL EXPENDITURES	85,033	6,862.00	91,895.00	0.00	6,862.00	108.07
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	410,280	20,163.83	261,189.78	283.52	148,806.70	63.73
34-STREET SYSTEM						
PERSONNEL SERVICES	125,360	15,003.30	83,007.01	0.00	42,352.99	66.21
CONTRACTS & PROF. SVCS	17,300	200.00	2,290.36	0.00	15,009.64	13.24
MISCELLANEOUS	52,000	10,742.88	53,861.91	0.00	1,861.91	103.58
MAINTENANCE	6,500	49.99	1,950.34	0.00	4,549.66	30.01
UTILITIES	52,740	683.47	4,914.76	0.00	47,825.24	9.32
SUPPLIES	12,150	709.07	5,750.22	0.00	6,399.78	47.33
MISCELLANEOUS	500	138.00	1,006.06	0.00	506.06	201.21
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	266,550	27,526.71	152,780.66	0.00	113,769.34	57.32
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	61,040	13,537.67	86,525.49	0.00	25,485.49	141.75
CONTRACTS & PROF. SVCS	16,000	0.00	3,805.11	3,840.00	8,354.89	47.78
MISCELLANEOUS	29,000	715.90	38,073.81	0.00	9,073.81	131.29
MAINTENANCE	113,065	0.00	11,573.88	2,001.00	99,490.12	12.01
UTILITIES	13,020	1,187.84	10,869.11	0.00	2,150.89	83.48
SUPPLIES	3,000	0.00	360.38	0.00	2,639.62	12.01

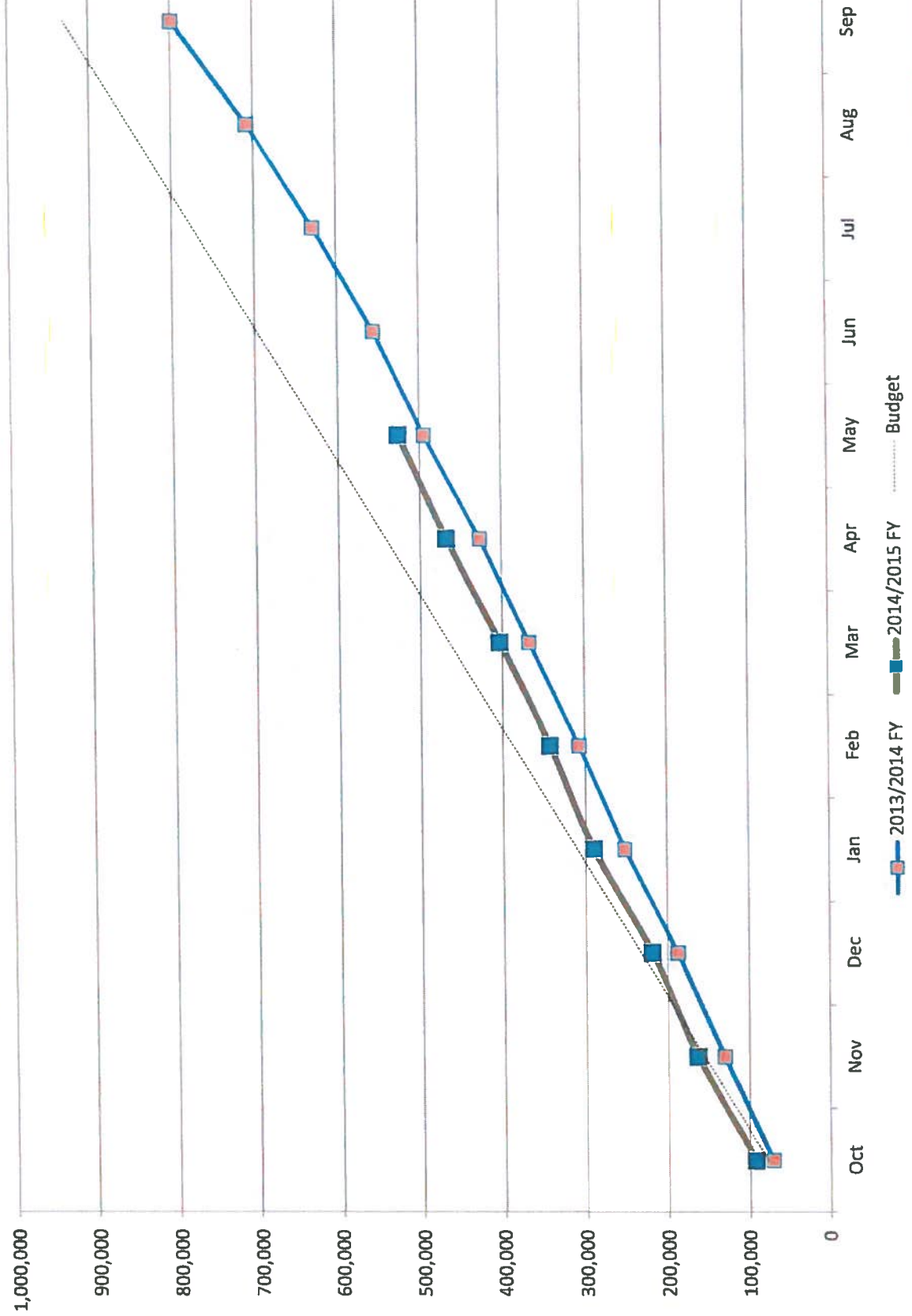
CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2015

100-GENERAL FUND
FINANCIAL SUMMARY

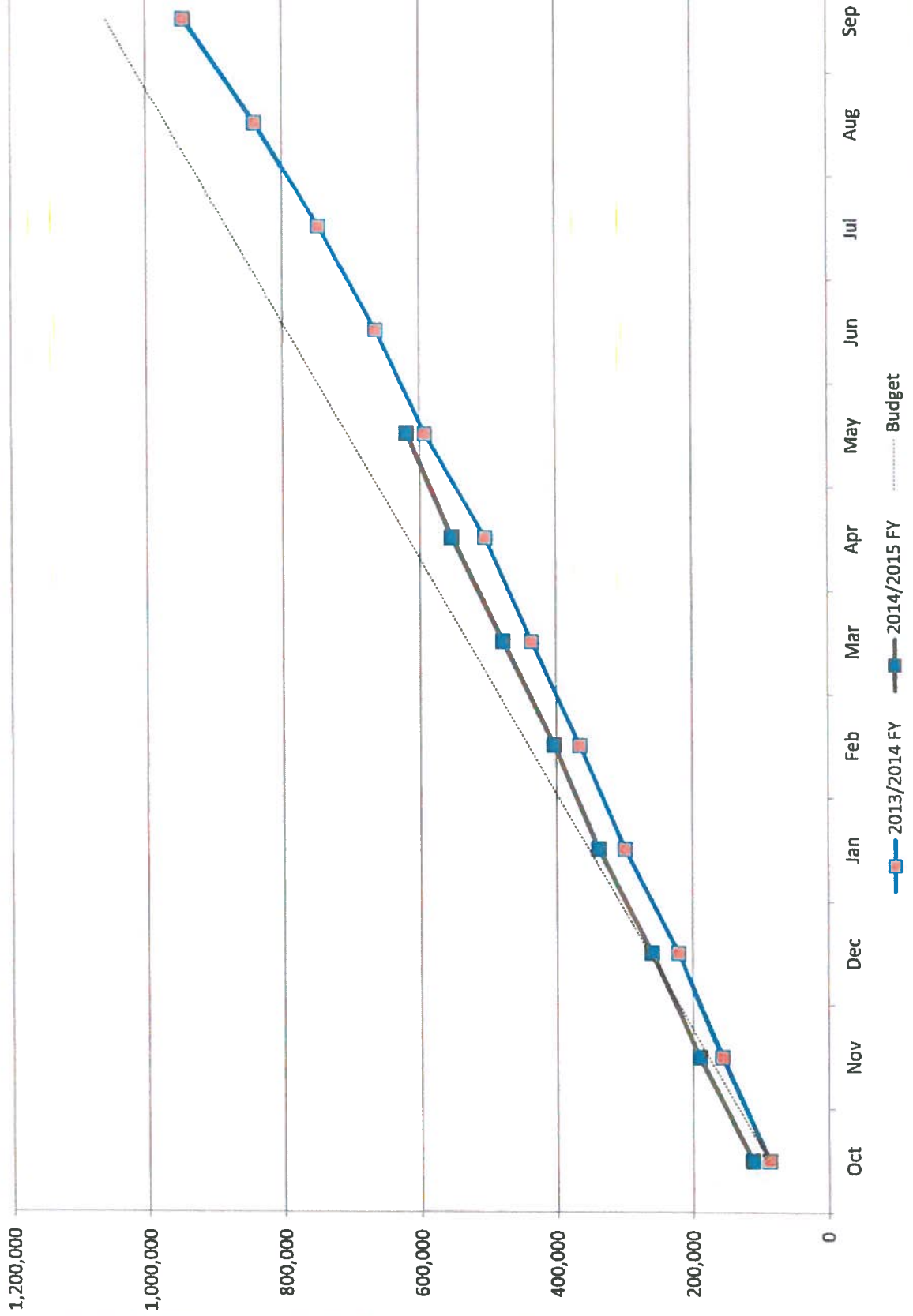
% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	0	0.00	70.61	0.00 (	70.61)	0.00
CAPITAL EXPENDITURES	25,177	0.00	0.00	0.00	25,177.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	260,302	15,441.41	151,278.39	5,841.00	103,182.61	60.36
39-PARKS						
PERSONNEL SERVICES	40,035	4,098.82	23,412.52	0.00	16,622.48	58.48
CONTRACTS & PROF. SVCS	82,750	4,379.95	20,996.55	0.00	61,753.45	25.37
MISCELLANEOUS	22,750	1,401.40	5,788.50	2,655.50	14,306.00	37.12
MAINTENANCE	16,500	1,147.48	8,065.46	0.00	8,434.54	48.88
UTILITIES	75,800	2,995.73	24,083.63	0.00	51,716.37	31.77
SUPPLIES	15,000	0.00	1,946.44	0.00 (	13,053.56	12.98
MISCELLANEOUS	250	0.00	649.98	0.00	399.98	259.99
CAPITAL EXPENDITURES	30,000	0.00	0.00	0.00	30,000.00	0.00
TOTAL 39-PARKS	283,085	14,023.38	84,943.08	2,655.50	195,486.42	30.94
71-DEBT SERVICE						
DEBT SERVICE	106,810	0.00	106,988.46	0.00 (	178.46)	100.17
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	106,810	0.00	106,988.46	0.00 (	178.46)	100.17
TOTAL EXPENDITURES	3,277,790	247,528.48	1,933,205.28	18,402.43	1,326,182.29	59.54
REVENUE OVER/ (UNDER) EXPENDITURES	0 (	99,534.21)	418,186.33 (	18,402.43) (	399,783.90)	0.00

City Water Sales

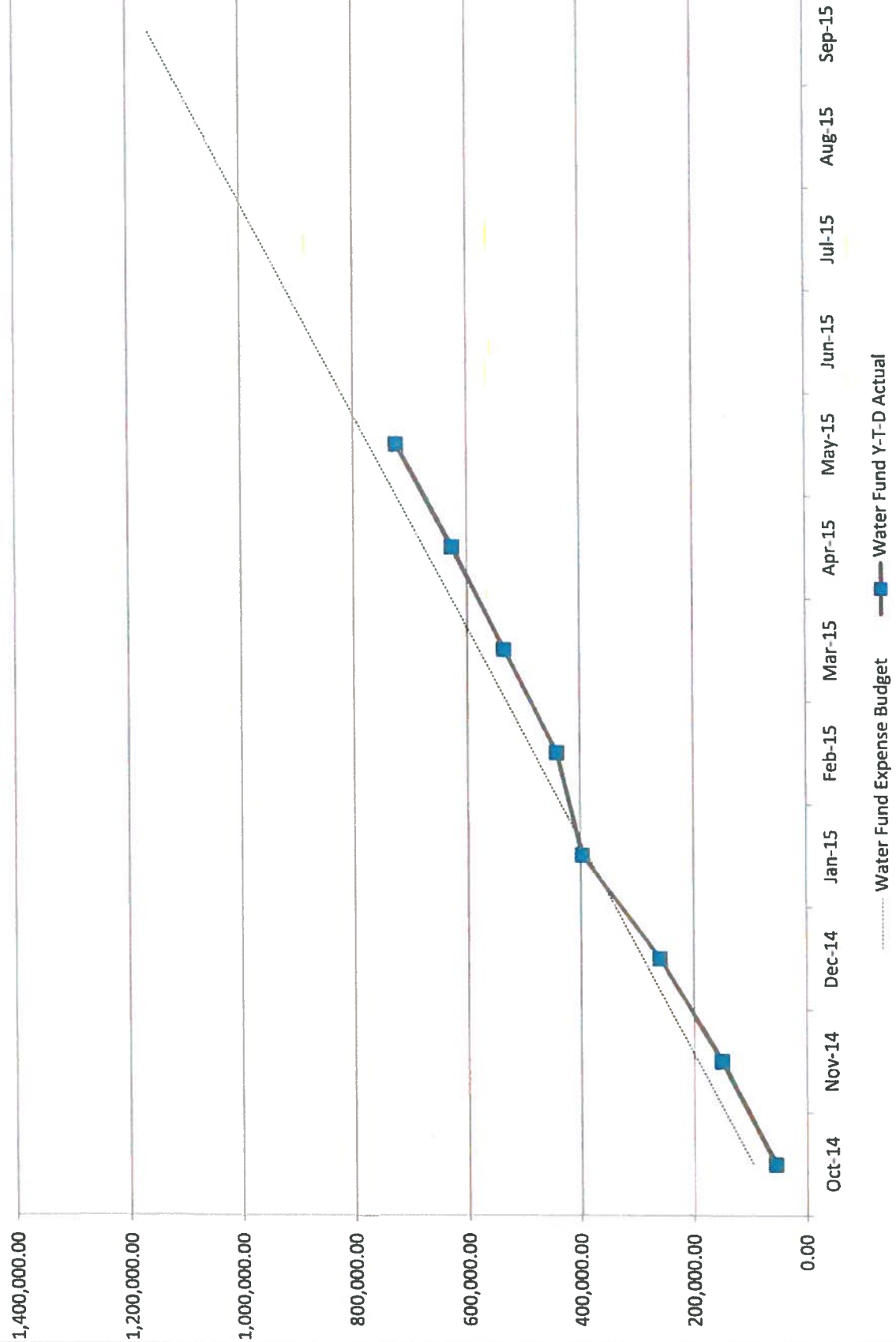


Water Revenue Comparison Chart



Water Fund Expense

Budget Year 10/2014 thru 9/2015



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2015

700-WATER FUND

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	3,500	150.00	1,490.00	0.00	2,010.00	42.57
700.00.5744.000 PENALTIES	18,000	1,045.05	8,413.20	0.00	9,586.80	46.74
700.00.5745.000 AGREEMENTS AND CONTRACTS	99,000	5,782.50	81,757.39	0.00	17,242.61	82.58
700.00.5746.000 IMPACT FEE	4,055	0.00	0.00	0.00	4,055.00	0.00
700.00.5751.000 CITY WATER SALES	930,898	58,799.01	526,517.02	0.00	404,380.98	56.56
700.00.5753.000 WATER TAP FEES	3,700	0.00	600.00	0.00	3,100.00	16.22
700.00.5762.000 INTEREST EARNED	500	73.30	440.99	0.00	59.01	88.20
700.00.5767.000 OTHER REVENUE	0	0.00	285.00	0.00	285.00	0.00
700.00.5769.000 OTHER REVENUE	500	0.00	0.00	0.00	500.00	0.00
TOTAL 00-REVENUE	1,060,153	65,849.86	619,503.60	0.00	440,649.40	58.44
TOTAL REVENUE	1,060,153	65,849.86	619,503.60	0.00	440,649.40	58.44

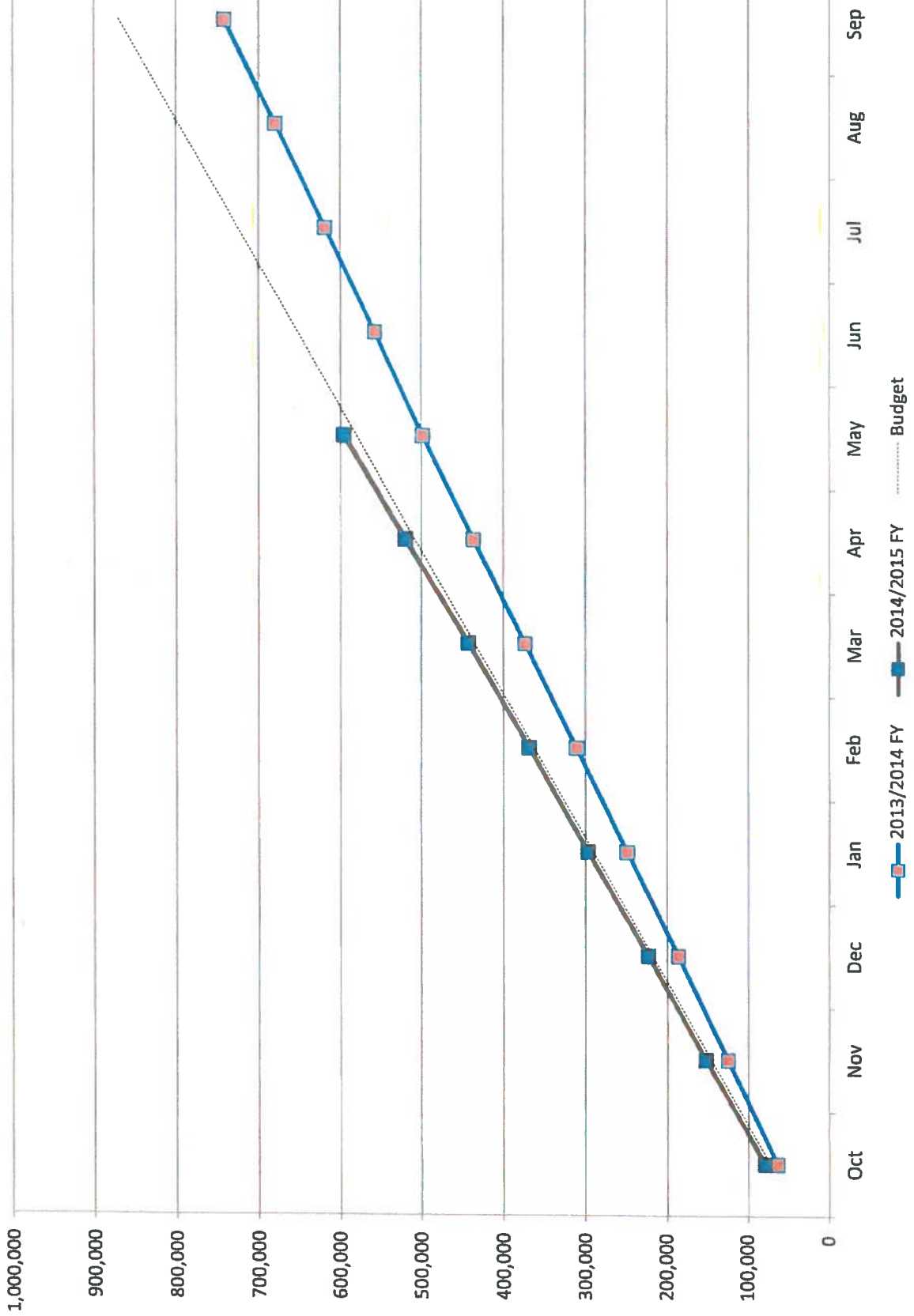
CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2015

700-WATER FUND
FINANCIAL SUMMARY

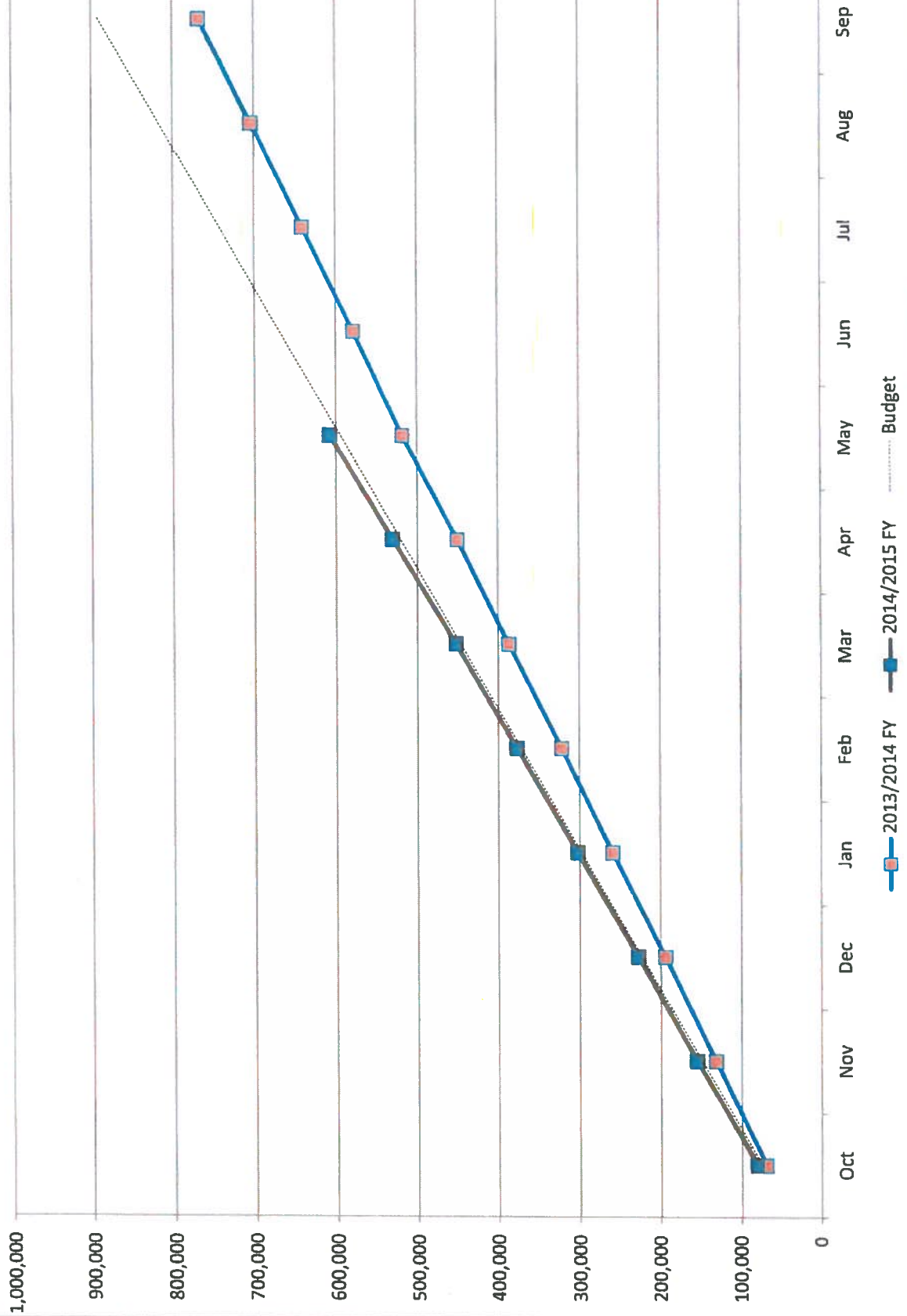
% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,060,153	65,849.86	619,503.60	0.00	440,649.40	58.44
TOTAL REVENUES	1,060,153	65,849.86	619,503.60	0.00	440,649.40	58.44
<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	71,835	6,239.76	47,443.16	0.00	24,391.84	66.04
CONTRACTS & PROF. SVCS	300	0.00	0.00	0.00	300.00	0.00
MAINTENANCE	12,344	289.50	17,882.81	0.00	5,538.81	144.87
UTILITIES	20,000	0.00	2,768.09	0.00	17,231.91	13.84
SUPPLIES	500	0.00	437.00	74.93	11.93	102.39
MISCELLANEOUS	2,400	529.11	4,845.72	0.00	2,445.72	201.91
TOTAL 12-ADMINISTRATION	107,379	7,058.37	73,376.78	74.93	33,927.29	68.40
52-STORM WATER SYSTEM						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	0	0.00	0.00	0.00	0.00	0.00
35-WATER DEPT.						
PERSONNEL SERVICES	168,947	20,811.22	129,882.47	0.00	39,064.53	76.88
CONTRACTS & PROF. SVCS	55,655	2,618.33	42,789.23	0.00	12,865.77	76.88
MISCELLANEOUS	79,000	5,189.75	20,313.08	1.00	58,685.92	25.71
MAINTENANCE	5,000	95.54	2,235.59	0.00	2,764.41	44.71
UTILITIES	26,250	2,415.42	15,537.97	0.00	10,712.03	59.19
SUPPLIES	587,765	48,855.91	342,276.24	0.00	245,488.76	58.23
MISCELLANEOUS	8,000	40.00	5,171.35	0.00	2,828.65	64.64
CAPITAL EXPENDITURES	0	0.00	10,515.24	0.00	10,515.24	0.00
TRANSFERS	121,874	10,156.16	81,249.28	0.00	40,624.72	66.67
TOTAL 35-WATER DEPT.	1,052,491	90,182.33	649,970.45	1.00	402,519.55	61.76
TOTAL EXPENDITURES	1,159,870	97,240.70	723,347.23	75.93	436,446.84	62.37
REVENUE OVER/(UNDER) EXPENDITURES	(99,717)	31,390.84	103,843.63	75.93	4,202.56	104.21

City Sewer Sales

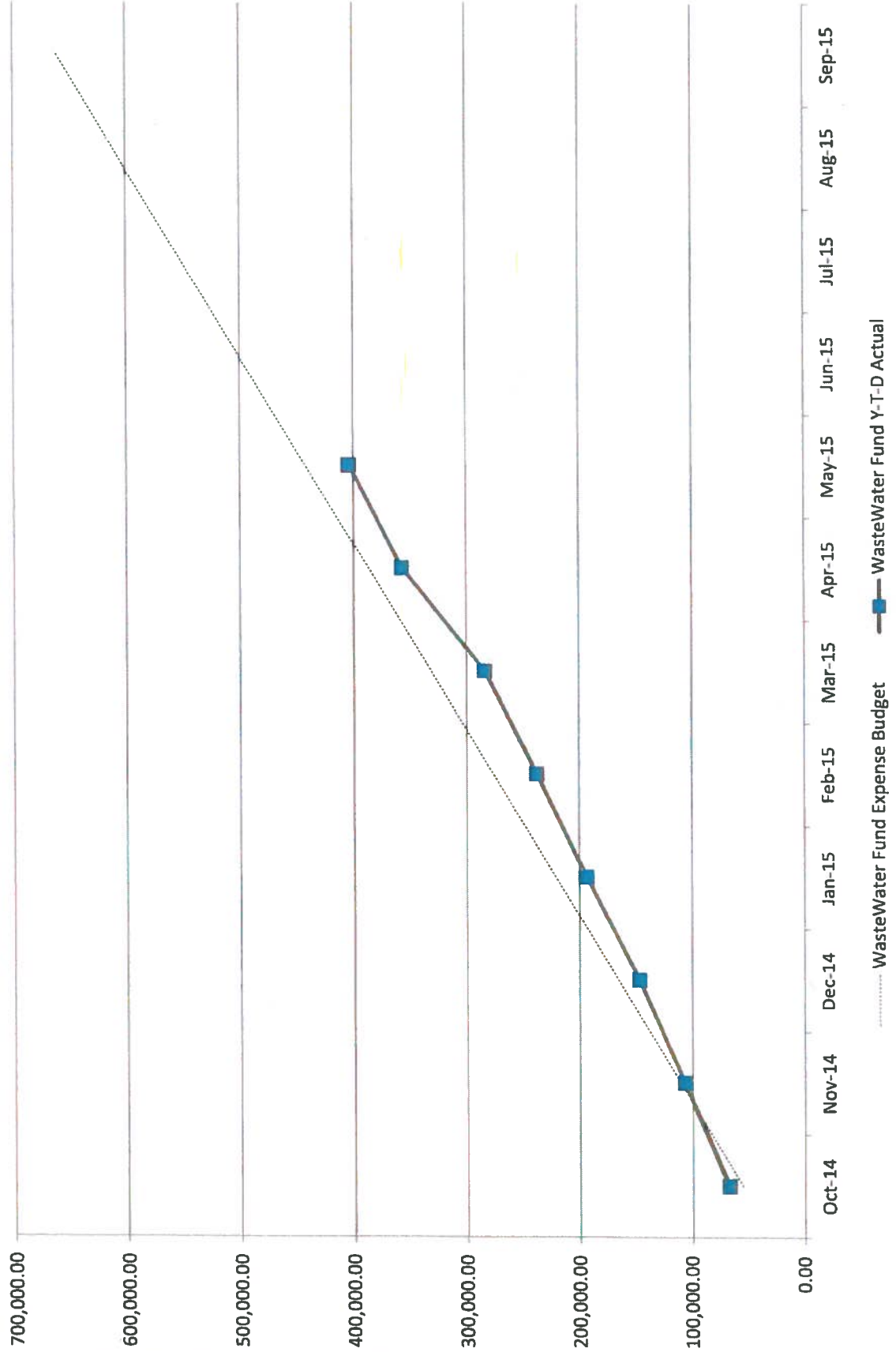


Wastewater Revenue Comparison Chart



Wastewater Fund Expense

Budget Year 10/2014 thru 9/2015



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2015

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705-WASTEWATER

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	870,990	76,065.71	595,643.85	0.00	275,346.15	68.39
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	16,880	1,588.68	10,997.39	0.00	5,882.61	65.15
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	0.00	0.00	4,440.00	0.00
705.00.5753.000 SEWER TAP FEE	0	0.00	1,300.00	0.00	1,300.00	0.00
705.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5768.000 SEWER BACKUP SERVICES	0	0.00	0.00	0.00	0.00	0.00
705.00.5995.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	892,310	77,654.39	607,941.24	0.00	284,368.76	68.13
TOTAL REVENUE	892,310	77,654.39	607,941.24	0.00	284,368.76	68.13

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
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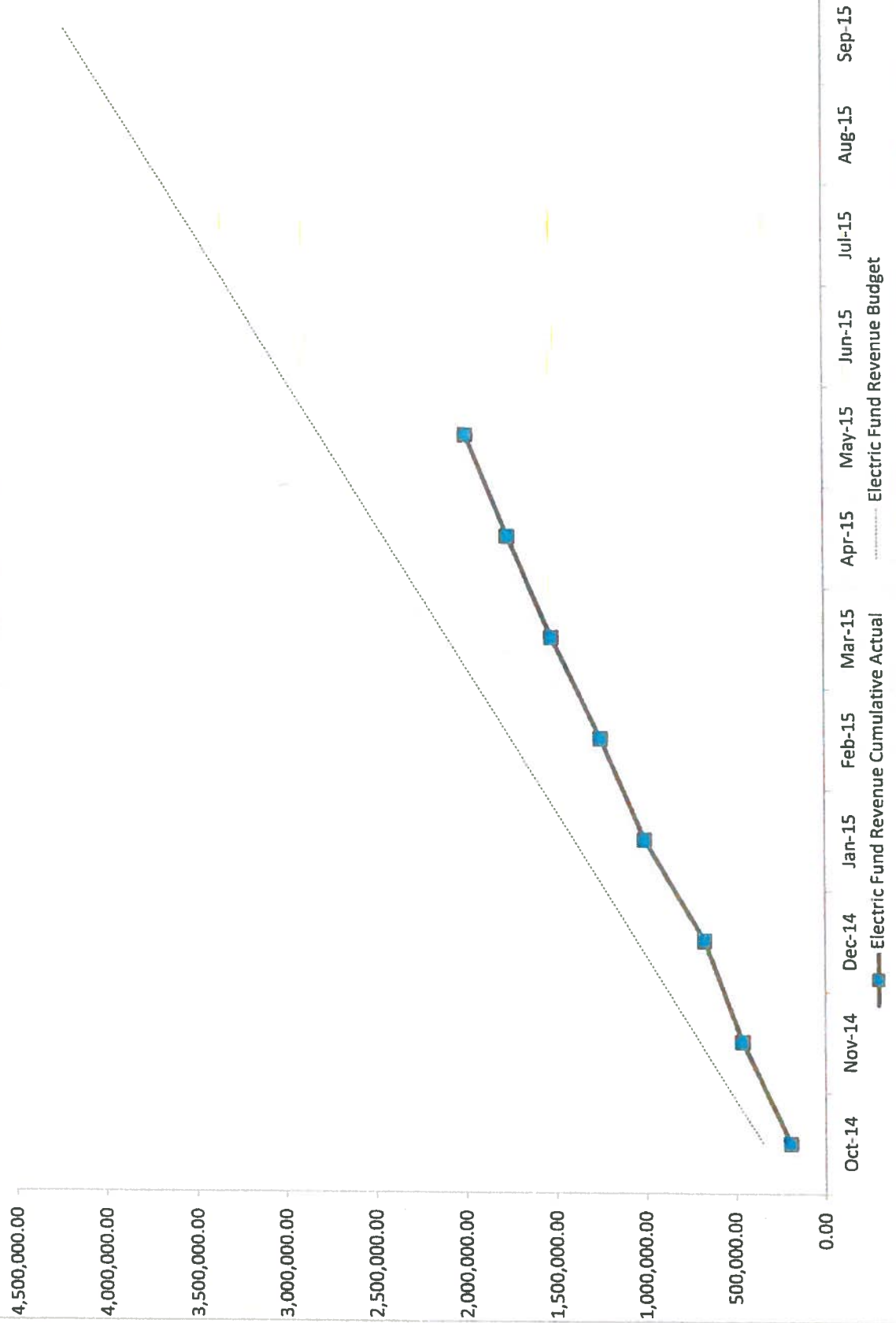
705-WASTEWATER
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	892,310	77,654.39	607,941.24	0.00	284,368.76	68.13
TOTAL REVENUES	892,310	77,654.39	607,941.24	0.00	284,368.76	68.13
<u>EXPENDITURE SUMMARY</u>						
<u>12-ADMINISTRATION</u>						
PERSONNEL SERVICES	46,724	2,551.73	11,439.94	0.00	35,284.06	24.48
TOTAL 12-ADMINISTRATION	46,724	2,551.73	11,439.94	0.00	35,284.06	24.48
<u>36-WASTEWATER SYSTEM</u>						
PERSONNEL SERVICES	119,350	7,298.29	43,824.55	0.00	75,525.45	36.72
CONTRACTS & PROF. SVCS	11,500	737.94	5,696.83	0.00	5,803.17	49.54
MISCELLANEOUS	18,500	495.05	11,110.19	0.00	7,389.81	60.06
MAINTENANCE	309,253	21,671.88	205,031.94	0.00	104,221.06	66.30
UTILITIES	11,000	909.44	6,178.40	0.00	4,821.60	56.17
SUPPLIES	11,000	709.07	4,796.55	0.00	6,203.45	43.61
MISCELLANEOUS	15,500	0.00	39.00	0.00	15,461.00	0.25
DEBT SERVICE	20,710	0.00	0.00	0.00	20,710.00	0.00
CAPITAL EXPENDITURES	80,000	0.00	18,954.15	0.00	61,045.85	23.69
TRANSFERS	144,601	12,050.10	96,400.80	0.00	48,200.20	66.67
TOTAL 36-WASTEWATER SYSTEM	741,414	43,871.77	392,032.41	0.00	349,381.59	52.88
<u>TOTAL EXPENDITURES</u>						
TOTAL EXPENDITURES	788,138	46,423.50	403,472.35	0.00	384,665.65	51.19
REVENUE OVER/ (UNDER) EXPENDITURES	104,172	31,230.89	204,468.89	0.00 (	100,296.89)	196.28

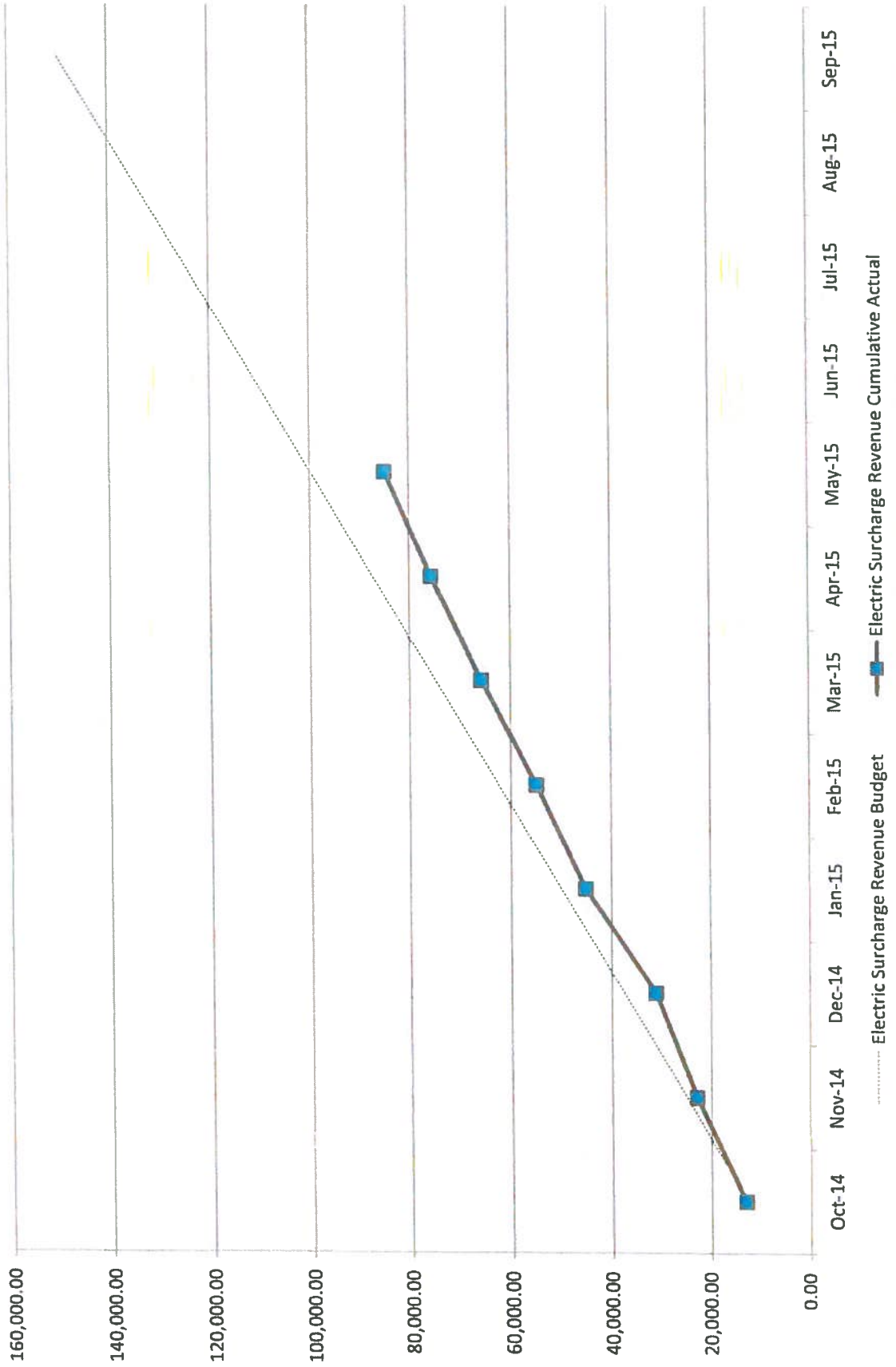
Electric Fund Revenue Progress

Budget Year 10/2014 thru 9/2015



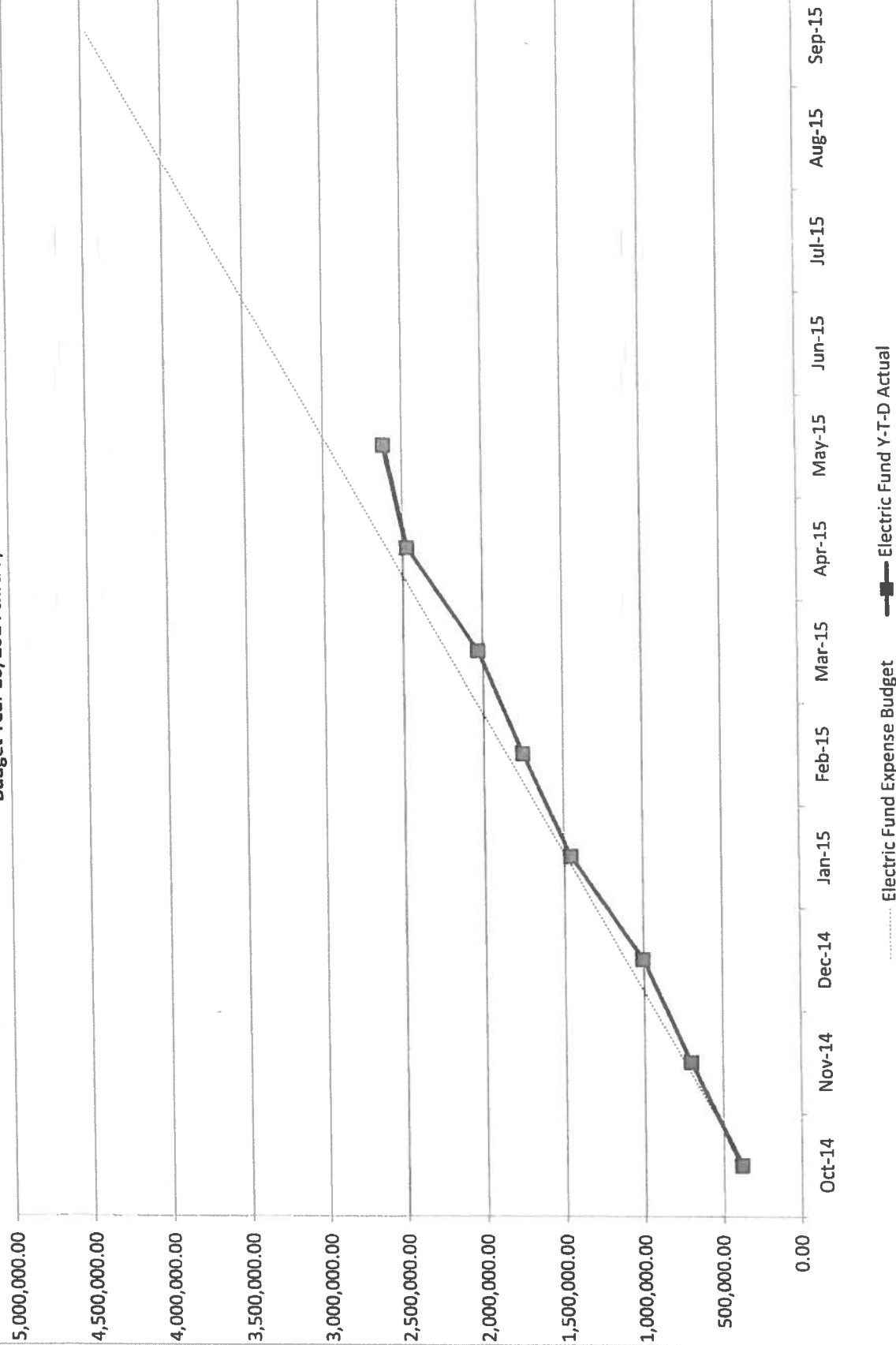
Electric Fund Surcharge Revenue Progress

Budget Year 10/2014 thru 9/2015



Electric Fund Expense

Budget Year 10/2014 thru 9/2014



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2015

715-ELECTRIC FUND

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	3,000	380.00	4,337.50	0.00 (	1,337.50)	144.58
715.00.5744.000 PENALTIES	15,000	3,407.94	33,257.95	0.00 (	18,257.95)	221.72
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00 (	126,339.00)	0.00	126,339.00	0.00
715.00.5751.000 ELECTRICITY SALES	3,574,921	223,573.72	2,009,134.46	0.00	1,565,786.54	56.20
715.00.5755.000 SURCHARGE	150,000	9,155.50	84,809.08	0.00	65,190.92	56.54
715.00.5757.000 PCA (POWER COST ADJ)	324,000	0.00	45,702.32	0.00	278,297.68	14.11
715.00.5762.000 INTEREST	250	14.16	116.37	0.00	133.63	46.55
715.00.5767.000 OTHER REVENUE	0	0.00	20,299.28	0.00 (	20,299.28)	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	0	0.00	0.00	0.00	0.00	0.00
715.00.5998.000 TRANSFER IN RESERVES	280,000	0.00	0.00	0.00	280,000.00	0.00
TOTAL 00-REVENUE	4,347,171	236,531.32	2,071,317.96	0.00	2,275,853.04	47.65
TOTAL REVENUE	4,347,171	236,531.32	2,071,317.96	0.00	2,275,853.04	47.65

CITY OF FARMERSVILLE
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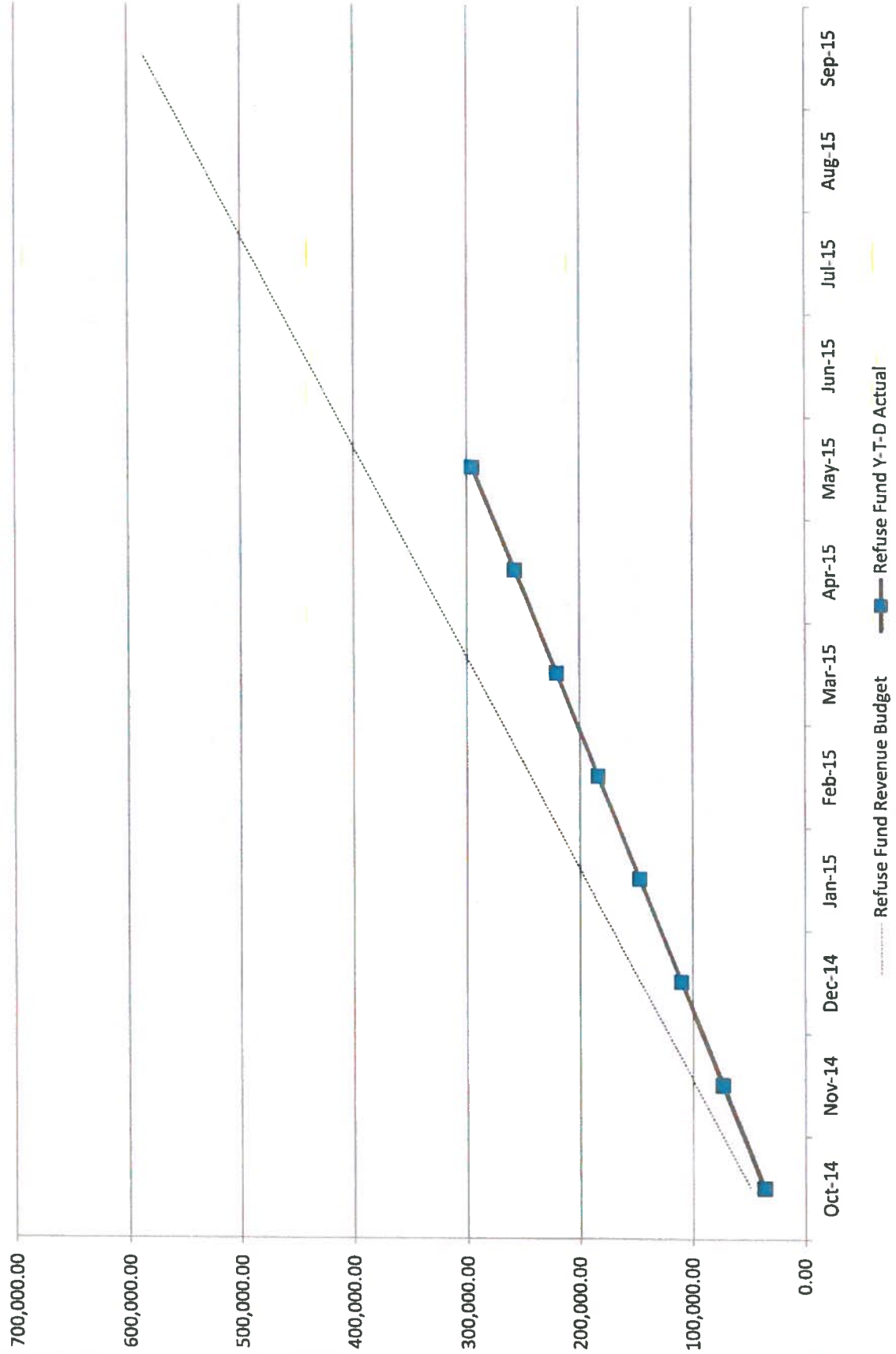
715-ELECTRIC FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

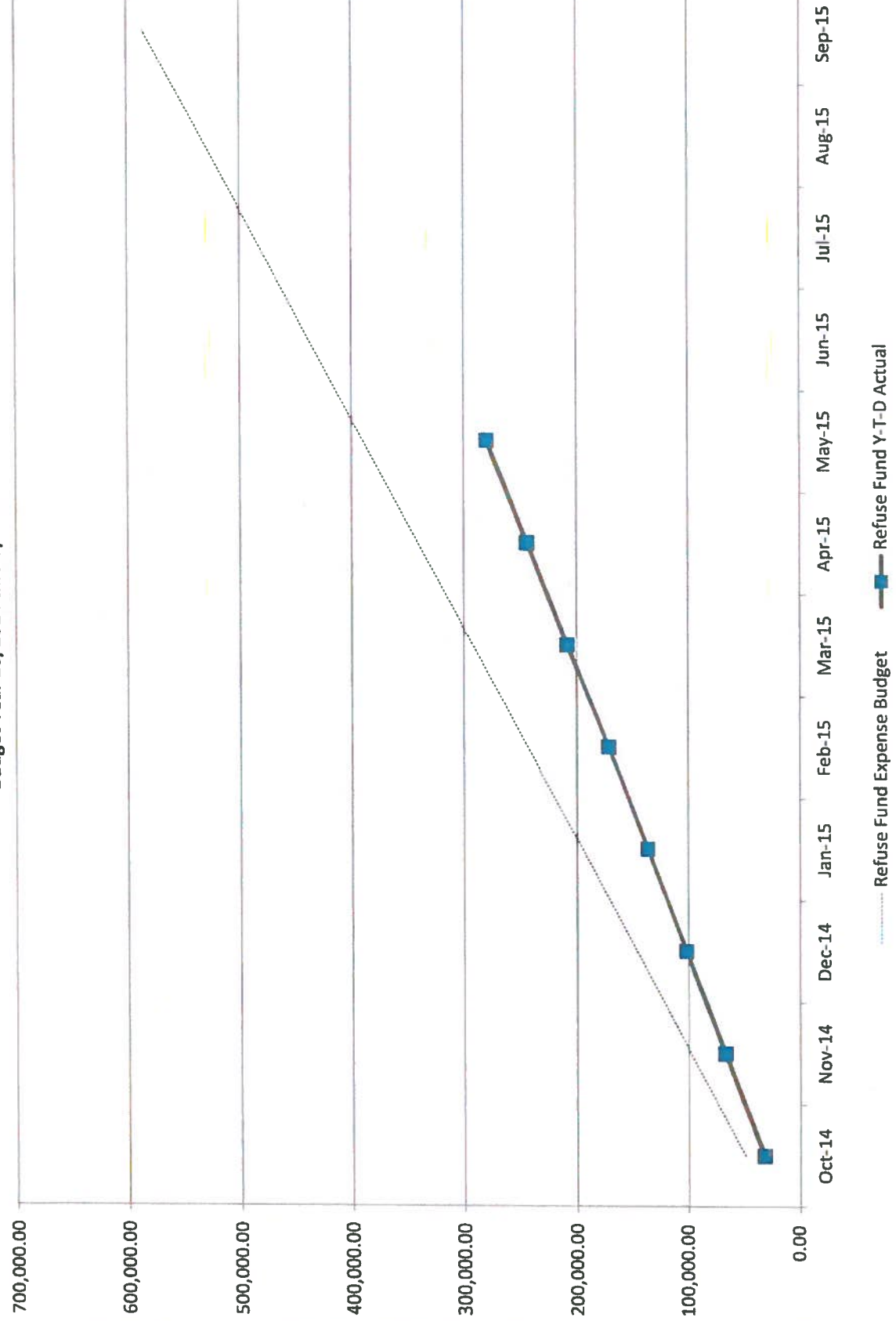
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	4,347,171	236,531.32	2,071,317.96	0.00	2,275,853.04	47.65
TOTAL REVENUES	4,347,171	236,531.32	2,071,317.96	0.00	2,275,853.04	47.65
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	92,130	6,860.30	33,798.53	0.00	58,331.47	36.69
TOTAL 12-ADMINISTRATION	92,130	6,860.30	33,798.53	0.00	58,331.47	36.69
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	377,689	44,791.74	248,571.06	0.00	129,117.94	65.81
CONTRACTS & PROF. SVCS	77,800	76.23	38,361.71	0.00	39,438.29	49.31
MISCELLANEOUS	144,500	11,391.44	67,116.55	356.44	77,027.01	46.69
MAINTENANCE	21,150	1,651.93	7,594.34	0.00	13,555.66	35.91
UTILITIES	3,840	657.86	5,128.26	0.00	1,288.26	133.55
SUPPLIES	2,038,682	3,336.23	947,194.75	0.00	1,091,487.25	46.46
MISCELLANEOUS	12,000	472.30	2,403.41	0.00	9,596.59	20.03
DEBT SERVICE	127,091	0.00	123,737.50	0.00	3,353.50	97.36
CAPITAL EXPENDITURES	551,635	25,303.75	299,801.47	175,851.42	75,982.11	86.23
TRANSFERS	1,017,750	83,582.50	668,500.00	0.00	349,250.00	65.68
TOTAL 37-ELECTRIC DEPT.	4,372,137	148,461.10	2,408,409.05	176,207.86	1,787,520.09	59.12
TOTAL EXPENDITURES	4,464,267	155,321.40	2,442,207.58	176,207.86	1,845,851.56	58.65
REVENUE OVER/(UNDER) EXPENDITURES	(117,096)	81,209.92	(370,889.62)	(176,207.86)	430,001.48	467.22

Refuse Fund Revenue Progress

Budget Year 10/2014 thru 9/2015



Refuse Fund Expense Budget Year 10/2014 thru 9/2015



CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
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720-REFUSE FUND

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	7,500	690.75	4,251.13	0.00	3,248.87	56.68
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	273,900	21,533.78	170,189.53	0.00	103,710.47	62.14
720.00.5752.000 COMMERCIAL TRASH COLLECT	291,453	15,164.12	120,447.66	0.00	171,005.34	41.33
720.00.5755.000 RECYCLE	4,970	17.50	138.60	0.00	4,831.40	2.79
720.00.5762.000 INTEREST EARNED	125	6.05	36.55	0.00	88.45	29.24
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	0	0.00	85.00	0.00 (	85.00)	0.00
720.00.5770.000 HHW	7,800	0.00	0.00	0.00	7,800.00	0.00
TOTAL 00-REVENUE	585,748	37,412.20	295,148.47	0.00	290,599.53	50.39
TOTAL REVENUE	585,748	37,412.20	295,148.47	0.00	290,599.53	50.39

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2015

720-REFUSE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
00-REVENUE	585,748	37,412.20	295,148.47	0.00	290,599.53	50.39
TOTAL REVENUES	585,748	37,412.20	295,148.47	0.00	290,599.53	50.39
EXPENDITURE SUMMARY						
32-REFUSE DEPT.						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	467,620	29,272.50	227,941.31	0.00	239,678.69	48.74
MISCELLANEOUS	75,100	6,258.33	50,066.64	0.00	25,033.36	66.67
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	1,600.00	0.00	800.00	66.67
MISCELLANEOUS	5,000	0.00	0.00	0.00	5,000.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	35,628	0.00	0.00	0.00	35,628.00	0.00
TOTAL 32-REFUSE DEPT.	585,748	35,730.83	279,607.95	0.00	306,140.05	47.74
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	585,748	35,730.83	279,607.95	0.00	306,140.05	47.74
REVENUE OVER/(UNDER) EXPENDITURES	0	1,681.37	15,540.52	0.00 (	15,540.52)	0.00

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2015

500-INTEREST & SINKING

% OF YEAR COMPLETED: 66.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
500.00.5711.000 AD VALOREM TAX	506,768	12,044.37	501,624.98	0.00	5,143.02	98.99
500.00.5713.000 DELINQ. TAX, PEN. & INT.	5,000	123.23	3,571.47	0.00	1,428.53	71.43
500.00.5715.000 I&S RESERVES	0	0.00	0.00	0.00	0.00	0.00
500.00.5754.000 BOND PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
500.00.5762.000 INTEREST INCOME	600	19.31	150.77	0.00	449.23	25.13
500.00.5769.000 OTHER INCOME	0	0.00	0.00	0.00	0.00	0.00
500.00.5991.000 TRANSFERS IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	512,368	12,186.91	505,347.22	0.00	7,020.78	98.63
TOTAL REVENUE	512,368	12,186.91	505,347.22	0.00	7,020.78	98.63

CITY OF FARMERSVILLE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MAY 31ST, 2015

500-INTEREST & SINKING
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 66.67

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
512,368	12,186.91	505,347.22	0.00	7,020.78	98.63
512,368	12,186.91	505,347.22	0.00	7,020.78	98.63
<u>EXPENDITURE SUMMARY</u>					
00-TRANSFER OUT					
SUPPLIES	0	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00
71-DEBT SERVICE					
DEBT SERVICE	512,368	436,073.34	0.00	76,294.66	85.11
TRANSFERS	0	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	512,368	436,073.34	0.00	76,294.66	85.11
TOTAL EXPENDITURES	512,368	436,073.34	0.00	76,294.66	85.11
REVENUE OVER/(UNDER) EXPENDITURES	0	12,186.91	0.00 (	69,273.88)	0.00



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: June 23, 2015

SUBJECT: Consider, discuss and act upon a resolution to renew the City's Investment Policy

- A resolution is attached for review

ACTION: Approve or deny the resolution as presented.

**CITY OF FARMERSVILLE
RESOLUTION # R-2015-0623-001**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, REPEALING RESOLUTION # R-2013-0409-001, AND PROVIDING FOR INVESTMENT POLICY SCOPE, STANDARD OF CARE, INVESTMENT OBJECTIVES, DELEGATION OF AUTHORITY AND APPOINTMENT OF INVESTMENT OFFICERS, ETHICS AND CONFLICTS OF INTEREST, AUTHORIZED INVESTMENTS, STRATEGIES, SAFEKEEPING AND CUSTODY, DIVERSIFICATION, INTERNAL CONTROLS, MARKET YIELD, REPORTING, ADOPTING AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Farmersville acknowledges the high priority of providing necessary guardianship of public funds in the municipal sector; and,

WHEREAS, the City Council expressly intends to set high fiscal standards, delegate treasury and investment duties to appropriate officials, and to review the actual performance at regular intervals; and,

WHEREAS, the City Council hereby intends to implement investment requirements set forth in the Texas Government Code, 2256.005, Public Funds Investment, Subchapter A – Public Funds Investment Act and Subchapter B – Investment of Public Funds;

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

SECTION 1. That the City of Farmersville Investment Policy attached hereto as Exhibit “A” is hereby as the official policy of the City of Farmersville, Texas.

SECTION 2. That this Resolution shall take effect immediately from its passage.

SECTION 3. All provisions of the resolutions of the City of Farmersville in conflict with the provisions of this Resolution are hereby repealed, and all other provisions of the Resolutions of the City of Farmersville not in conflict with the provisions of this Resolution, shall remain in full force and effect.

DULY PASSED by the City Council of the City of Farmersville on this the 23rd day of June, 2015.

Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary

EXHIBIT "A"

CITY OF FARMERSVILLE INVESTMENT POLICY

A component part of the overall financial management of the City of Farmersville, Texas is an effective cash management plan. Many factors determine the amount of funds on hand during any fiscal year, but these funds are an important revenue source for the City budget. It is imperative that these funds be managed in such a way as to be responsive to the public need and consistent with a conservative cash management plan. To provide this framework for effective cash management, an Investment Policy and a Statement of Investment Strategy have been prepared.

Purpose:

The Investment Policy is authorized by the City Council of the City of Farmersville in accordance with Chapter 2256, Texas Government Code, also known as the Public Funds Investment Act (PFIA). The Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of City funds. All such funds will be managed within the guidelines of this Policy with the exception of pension and other deferred compensation plans that are separately managed. Bond funds, in addition to this Policy, shall be managed in accordance with their issuing documentation and all applicable state and federal law.

This Policy provides a separate written investment strategy for each of the City's funds. Each investment strategy describes the investment objectives for each particular fund according to the following priorities:

- 1) Investment Suitability
- 2) Preservation and Safety of Principal
- 3) Liquidity
- 4) Marketability Prior to Maturity of each Investment
- 5) Diversification
- 6) Yield

Annual Review:

The Investment Policy and the Statement of Investment Strategy will be reviewed on an annual basis by the City Council. Revisions and/or amendments will be approved and documented by the City Council. A written document shall attest to the annual review and amendment adoption.

Investment Objectives:

The investment of funds will be governed by the following investment objectives, in order of priority:

Preservation and Safety of Principal Preservation of capital is the foremost objective of the City. Each investment transaction shall seek first to ensure that capital losses are avoided, whether they are from issuer defaults, erosion of market value, or other risks.

1. Liquidity: The City's investment portfolio will remain sufficiently liquid to

enable the City to meet all operating requirements that can be reasonably anticipated. Liquidity will be achieved by matching investment maturities with forecasted cash flow requirements.

2. Public Trust: All employees involved in the City's investment program shall seek to act responsibly as custodians of the public trust. All employees involved in the investment process shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.
3. Yield: The investment portfolio of the City shall be designed to attain a market rate of return throughout budgetary and economic cycles taking into account risk constraints and liquidity needs. Return on investment, while important, is of less importance than safety and liquidity.

Authorized Investments:

While the PFIA allows a wide range of eligible investments, the City has chosen to allow only the following, which are more restrictive than the PFIA:

1. Certificates of Deposit, and other forms of deposit, issued in compliance with the PFIA and insured by the FDIC, or when applicable, collateralized in accordance with this Policy and the Public Funds Collateral Act.
2. State or local investment pools organized under the Interlocal Cooperation Act, operating in compliance with the P and authorized by the City Council. The investment pool must be rated AAA, or its equivalent, (as rated by Fitch, Moody's or Standard & Poor's). The investment objective of the pool must be to maintain a stable dollar net asset value.

Prohibited Investments:

The City is expressly prohibited from entering into options trading or futures contracts, hedging or purchasing any security that is not authorized by Texas State law, or any direct investment in asset backed or mortgage-backed securities. The City expressly prohibits the acceptance of Interest-only (IO) and Principal-only (PO) Collateralized Mortgage Obligations (CMOs) as collateral for bank deposits or repurchase agreements. No transactions may be entered for speculation. No transaction may be entered using leverage.

Protection of Principal:

The City shall seek to control the risk of principal loss due to the failure of an issuer or grantor. Such default risk shall be controlled by investing only in the safest types of issuers as defined in the Policy and by collateralization as required by law.

The purchase of individual securities shall be executed by "delivery versus payment" (DVP) method through the City's safekeeping agent. By so doing, City funds are not released until the City has received, through the safekeeping agent, the securities purchased.

Diversification by Investment Type:

When appropriate and applicable, diversification by investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments, and by controlling the market and opportunity risks associated with specific investment types. Undue concentrations of assets in a specific maturity sector shall be avoided. Bond proceeds may be invested to comply with Federal arbitrage restrictions or to facilitate

arbitrage record-keeping and calculation.

Diversification by Investment Maturity:

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by fund are as follows:

Operating Funds Strategy:

Suitability – Any investment eligible in the Investment Policy is suitable for Operating Funds.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 270 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.

Liquidity – The Operating Fund requires the greatest short-term liquidity of any of the Fund types. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification – Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield – Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

Debt Service Funds Strategy:

Suitability – Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Marketability – Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Liquidity – Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Cash equivalent investments may provide a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification – Market conditions influence the attractiveness of fully extending maturity to the next "unfunded" payment date. Generally, if investment rates are anticipated to

decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to a bolster yield.

Yield – Attaining competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio shall be the minimum yield objective.

Ensuring Liquidity:

Liquidity shall be achieved by analyzing and anticipating cash flow requirements, by investing in securities with active secondary markets and by maintaining minimum cash equivalent investment balances. An investment may be liquidated or redeemed prior to maturity for the following reasons:

1. To meet unanticipated cash requirements
2. To re-deploy cash into other investments expected to outperform current holdings
3. To otherwise to adjust the portfolio.

Depository Agreements:

The City will select and designate a qualified primary bank depository in compliance with State law and the City's purchasing policy.

All depository balances shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Depositories will be required to sign a Depository Agreement with the City. The Agreement shall address any concerns in relation to acceptable collateral, levels of collateral, substitution and addition of collateral, and reporting and monitoring of collateral. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- ☐ The Agreement must be in writing;
- ☐ The Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- ☐ The Agreement must be approved by the Board of Directors or Designated Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- ☐ The Agreement must be part of the Depository's "official record" continuously since its execution.

Safekeeping and Custody:

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure financial institution deposits and repurchase agreements.

Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. Safekeeping institutions shall be independent from the parties involved in the investment transaction.

Collateral will be held by a third party custodian designated by the City and pledged to the City as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be obtained. Collateral may be held by a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third party bank approved by the City and eligible under State law.

Competitive Environment:

It is the policy of the City to provide a competitive environment for all individual investment purchases and sales, and financial institution, money market mutual fund, and local government investment pool selections.

Authority to Invest:

The City Manager and Finance Director shall be the Investment Officers. The Investment Officers shall oversee and approve any deposit, withdrawal, investment, transfer, documentation, and otherwise manage City funds according to this Policy. No person may engage in an investment transaction or the management of funds except as provided under the terms of the Investment Policy, the Statement of Investment Strategy, and other operational procedures established by the City Manager.

In order ensure qualified and capable investment management, within twelve (12) months after taking office or assuming duties, each Investment Officer shall attend a training session relating to his/her investment responsibilities and receive not less than ten (10) hours of instruction. On an ongoing basis, all Investment Officers shall receive not less than ten (10) hours of instruction in each subsequent two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. Training will be conducted by an independent source approved by the Investment Committee and must include education in investment controls, security risks, strategy risks, market risks and compliance with the Public Funds Investment Act.

Prudent Investment Management:

Each Investment Officer shall perform his/her duties in accordance with the adopted Investment Policy and internal procedures. In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the investment of all funds over which the Investment Officer had responsibility, rather than the prudence of a single investment, shall be considered. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

Standard of Care:

The standard of care used by the City shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The PFIA states:

"Investments shall be made with judgment and care, under circumstances then prevailing, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

Standard of Ethics:

Each Investment Officer shall act as custodian of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. An Investment Officer shall

refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair his/her ability to make impartial investment decisions. Additionally, an Investment Officer shall file with the Texas Ethics Commission and the City Council a statement disclosing any personal business relationship with an entity seeking to sell investments to the City or any relationship with the second degree by affinity or third degree of consanguinity to an individual seeking to sell investments to the City.

Internal Controls:

The City Manager will establish a system of internal controls that shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by City staff. Controls deemed most important would include, but not be limited to:

1. Control of collusion
2. Separation of duties
3. Custodial safekeeping
4. Avoidance of bearer-form securities
5. Clear delegation of authority
6. Written confirmation of telephone transactions
7. Documentation of transactions

As part of the annual audit, the Investment Officers shall facilitate an independent review by the City's external auditor to assure compliance with policies and procedures.

Monitoring Market Value:

Market value of all collateral, mutual funds, pools, and securities will be monitored periodically and obtained from a reputable and independent source.

Effect of Loss of Rating:

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. At least quarterly, the City shall monitor the rating of all investments, as applicable.

Exemption for Existing Investments:

The City is not required to liquidate investments authorized at the time of purchase.

Performance:

The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. Weighted average yield to maturity shall be the performance measurement standard.

Investment Policy Certification:

All investment providers, including financial institutions, broker/dealers, money market mutual funds, and local government investment pools, must sign a certification acknowledging that the organization has received and reviewed the City's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's Policy.

Reporting:

The Investment Officers shall prepare an investment report monthly in compliance with the PFIA. This report will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to this Policy. The report will be provided to the City Council.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: June 23, 2015

SUBJECT: Consider, discuss and act upon a contract with Simplifile to allow e-filing of documents with Collin County Clerk's Office

- Information regarding Simplifile and e-filing is attached for review.
- A contract is attached for review.

ACTION: Approve or deny the contract as presented.



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Submitter License Agreement

THIS SUBMITTER LICENSE AGREEMENT (this "Agreement") is made effective _____ between ☐ SIMPLIFILE LC , a Utah limited liability company, located at 4844 North 300 West, Suite 202, Provo, Utah, 84604 ("Simplifile"), and _____ located at _____ ("Submitter").

RECITALS:

- A. Simplifile has developed and is the owner of software and other proprietary technology currently known ☐ as the Simplifile Electronic Recording System ("System") that (1) is used in the electronic submission and receipt of documents over the Internet to recipients such as county recorders ("Receivers"), and (2) enables the electronic transfer and payment of fees via electronic funds transfer or Automated Clearing House ("ACH").
- B. System can be used by licensed document Submitters to create or scan, package, print, and submit to Receivers, and track the status of submitted documents.
- C. Submitter desires to use the System to submit documents electronically to Receivers and has requested that Simplifile grant Submitter the right and license to use the System for that purpose.
- D. Simplifile desires to grant to Submitter a non-exclusive right and license to use the System on the terms and conditions set forth in this Agreement.
- E. This Agreement contains the Parties' entire agreement concerning all matters addressed herein.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. License.

- (a) *Grant of License.* Simplifile grants to Submitter, and Submitter accepts, a non-exclusive license to use the System for the sole purpose of submitting documents for recording to Receivers, receiving recorded/rejected documents back from Receivers, and paying the related fees to the appropriate party. The grant of the License and this Agreement shall be effective upon the parties' full execution and delivery of this Agreement and Simplifile's receipt of fees, if any, owed under said Agreement.
- (b) *Access to System.* Support Services. Throughout the term of the License, Simplifile will use its best efforts to make the System available to Submitter and will provide access to the System for Submitter's authorized users. Simplifile will also use its best efforts to support Submitter in its use of the System by providing telephone and e-mail support twelve (12) hours each business day from 6:00 a.m. to 6:00 p.m. Mountain Time, excluding holidays and weekends.
- (c) *Limitations on License.* Submitter shall not assign, convey or attempt to convey any right to use the System to anyone else. Submitter shall designate who is authorized to use the System on behalf of Submitter, and will assure that System is used only by those authorized users. Authorized users may only be designated employees or agents ☐ of the Submitter. Submitter is responsible for all users and agrees to ensure that said users abide by the terms of this agreement at all times. Submitter's use of

the System shall be limited to the physical location(s) per this Agreement and authorized users. Submitter has the right to add/delete/change authorized users at any time.

(d) *No Document Storage*. The License does not require Simplifile to permanently store document images. Simplifile does not provide any legally binding storage of document images and may at any time, in its sole discretion and without any notice whatsoever, discontinue access to any documents stored in the System.

Section 2. Initial Term; Renewals. The initial term of this Agreement is one year. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year terms upon Submitter's payment to Simplifile of the Annual License fee Renewal as noted in Section 4 below, or until cancelled in writing. Submitter can cancel the Agreement at any time by notifying Simplifile to close their Submitter account. Upon cancellation, any fees for recordings successfully submitted and recorded, but not yet billed, will be immediately due and payable to Simplifile.

Section 3. Ownership; Intellectual Property Rights. The System is licensed, but not sold. This Agreement gives Submitter only the license to use the System as provided herein, and does not convey to Submitter any ownership rights in the System. Instead, Simplifile alone owns all worldwide rights, title, and interest in and to the System and all worldwide patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, and any other intellectual property rights therein. Simplifile's rights in and to the System are protected by copyright, patent and other intellectual property laws and treaties. Simplifile holds the Submitter harmless from any patent or infringement claims by others against Simplifile's System.

Section 4. Fees. Submitter shall pay the following fees under this Agreement:

Services	Description	Fee
Year 1 License and Support (per physical location)	License fee – year 1	\$0 per license
Annual Renewal of a Current License System and Support (per physical location)	License fee Renewal	\$0 per license
Document Submission Fees	Submission fee for each document recorded using the System.	\$2.00 per document
Dishonored charges fees	Processing fee for dishonored ACH charges or other payments.	\$25 per item
Receiver fees, if any. (recording, taxes, non- conforming, e-recording, rejection, etc.)	Any/all additional fees charged by others for e-recording processing.	Exact cost only. Simplifile does not control or add to receiver fees, if any.*

*a list of Receivers who charge additional fees can be provided as updated, upon request by Submitter at any time.

Section 5. Payments. Submitter shall immediately pay all fees due through the use of the System. The payment of all fees will be made to Simplifile's account by ACH with no processing charge to Submitter unless other payment arrangements have been approved by Simplifile (non-ACH payment arrangements may incur additional fees).

Section 6. Submitter's Electronic Recording Requirements. Submitter's use of the System shall be subject to the following additional requirements:

Legal Compliance. Submitter is responsible for the legality and recordability of all documents submitted through Simplifile. Transaction logs of package submission details will be made available to the Receiver at the time a document is presented for recording and such audit logs will be made available for downloading to both the Receiver and Submitter.

(b) *Original Documents.* Submitter warrants that any document submitted into the System for recording is a true, exact, complete and unaltered copy of the originating paper document or electronic document. Simplifile and the Receivers shall be entitled to rely on such warranty for all purposes. Submitter shall not submit any document for electronic recording through the System that is not an original document.

(c) *Indemnification.* Submitter shall, to the extent allowed by Texas law without a special account established therefore, indemnify and hold harmless the Receiver and Simplifile from any claims, actions, causes of action, damages, fees (including attorneys' fees) and costs attributable to Submitter's non-compliance with recording requirements. Receiver and Simplifile do not assure or insure the validity or recordability of any documents submitted. Submitter does not hold Simplifile or Receiver responsible for the accuracy, validity, insurability, or other purpose of any submission. This provision shall continue in effect notwithstanding termination of this Agreement.

Section 7. Warranties.

(a) *Limitation on Damages.* To the maximum extent legally permitted Simplifile provides the System AS IS AND WITH ALL FAULTS. Simplifile disclaims any and all other warranties and conditions, whether express, implied or statutory, including, without limitation, any implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, and of negligence or lack of workmanlike effort all with regard to the System and the provision of or failure to provide Support Services.

(b) *Exclusion of Certain Damages.* In no event shall Simplifile be liable for (and Simplifile hereby disclaims any and all liability for) any special, incidental, indirect, or consequential damages whatsoever arising out of or in any way related to Submitter's License hereunder or Submitter's use of or inability to use the System.

Section 8. Confidentiality In this section "Protected Information" shall refer to information about the System and its application or use; any confidential or proprietary information or trade secrets that one Party discloses to the other Party; and information which is marked by either Party as "proprietary." Parties shall use the Protected Information only for the purposes expressly allowed by this Agreement; and shall not at any time, directly or indirectly, disclose, use or reproduce or authorize anyone else to disclose, use or reproduce, any of the Protected Information. Submitter and Simplifile expressly agree to refrain from, and to not undertake in any way, any direct or indirect reverse engineering efforts in connection with each other's System.

Notwithstanding the foregoing, if a Party is compelled or required to disclose Protected Information by a court or pursuant to a legal proceeding or as otherwise required by law specifically including, but not limited to, any disclosure of documents or tangible things requested by a third-party pursuant to the Texas Public Information Act ("TPIA") and which documents or things the TPIA requires a Party to disclose to the Texas Attorney General's Office in an effort to protect such Protected Information from disclosure, that Party shall give the other Party written notice of such compulsion or requirement and afford such other Party the opportunity to seek a protective order or other appropriate relief.

Section 9. Termination.

(a) *Default.* Simplifile may terminate this Agreement if Submitter defaults in any payment, requirement, or other obligation under this Agreement and fails to cure such default within ten days after written notice from Simplifile. Submitter may terminate at any time, upon full payment owed, simply by asking Simplifile to close the account. If the account goes unused by Submitter for a period of 1 year, Simplifile may disable the account. Submitter can reinstate said account, if disabled, upon request.

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(b) *Unpaid Fees.* Termination of the License, for any cause whatsoever, shall in no manner interfere with, affect or prevent the collection by Simplifile of any and all sums of money due to Simplifile under this Agreement. Simplifile reserves the right to immediately suspend a License due to non-payment of outstanding fees.

Section 10. General Provisions. The following provisions also are integral to this Agreement:

(a) *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) *Severability.* The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement. Each section shall survive independent of each other section of this Agreement. (c) *Amendment.* This Agreement may not be modified except by an instrument in writing signed by the parties.

(d) *Interpretation.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Texas. Venue of any action or proceeding hereunder shall be in the District Court in and for Collin County, Texas.

(e) *Attorneys' Fees.* In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(f) *Notice.* All notices shall be in writing and delivered by first class mail addressed to the parties at their address above or other address as designated from time to time.

(g) *Relationship.* This Agreement shall not be deemed to create a partnership between Simplifile and Submitter in their respective businesses or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise. Submitter's relationship to Simplifile shall be that of licensee and not that of employee, agent, partner or joint venturer.

Effective the date first written above.

SUBMITTER:

By: ☐

Name: ☐

Office/Capacity:

Date:

SIMPLIFILE: ☐

SIMPLIFILE LC, a Utah limited liability company

By: ☐

Name: ☐

Office/Capacity:

Date:

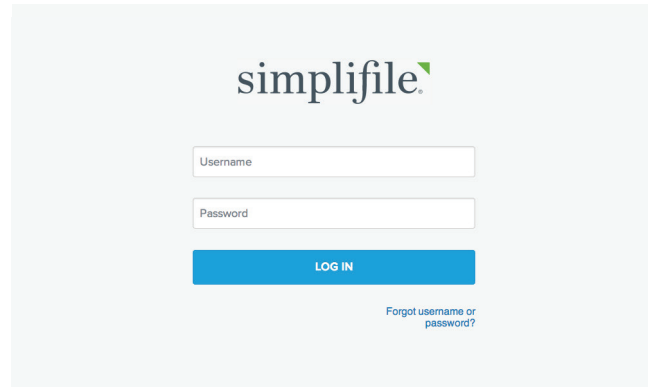


Quick Submit Guide

Quick Submit Guide

Step 1: Login

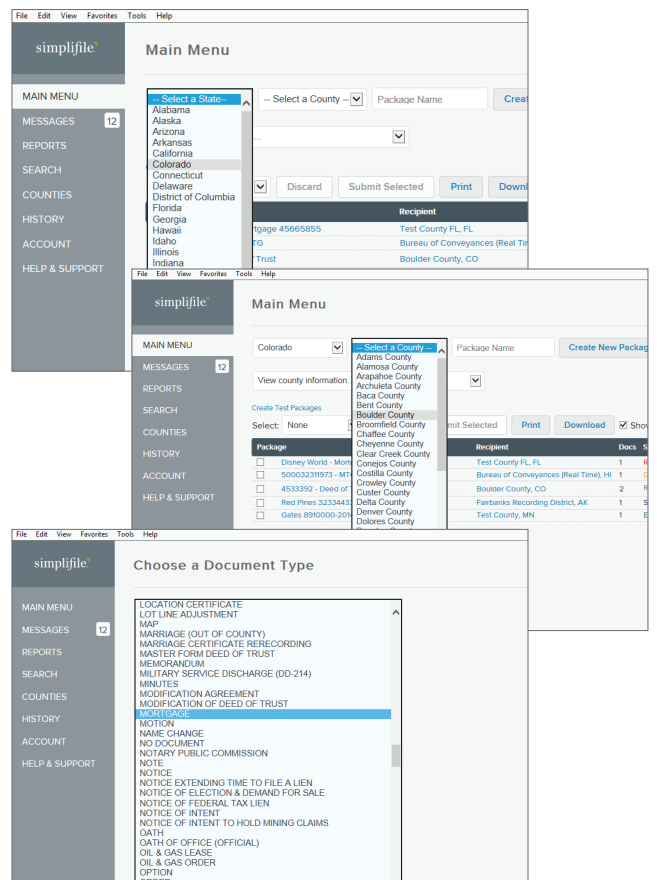
Go to simplifile.com/login and input your username and password.



The login page features the Simplifile logo at the top. Below it are two input fields: 'Username' and 'Password'. A blue 'LOG IN' button is positioned below the password field. At the bottom right, there is a link that says 'Forgot username or password?'.

Step 2: Create a package

Select the recipient for your documents by choosing the state and county from the drop-down menus. Next, type the name of the package and click the 'Create New Package' button. The next step is to choose your document type by selecting from the document type drop-down menu.



This block contains three screenshots illustrating the 'Create a package' process in the Simplifile application.

Top Screenshot: Main Menu
The 'Main Menu' shows a sidebar with options like Messages, Reports, Search, Counties, History, Account, and Help & Support. The main area has a 'Select a State' dropdown menu (showing a list of states including Alabama, Alaska, Arizona, etc.) and a 'Select a County' dropdown menu. There is a 'Package Name' input field and a 'Create New Package' button. Below these are buttons for 'Discard', 'Submit Selected', 'Print', and 'Download'. A 'Recipient' table is visible, showing details for 'Test County, FL'.

Middle Screenshot: Main Menu
This screenshot shows the 'Main Menu' with the 'Select a County' dropdown menu open, displaying a list of counties for Colorado (Adams County, Alamosa County, etc.). The 'Package Name' field is now populated with 'Test County, FL'. The 'Create New Package' button is highlighted.

Bottom Screenshot: Choose a Document Type
The 'Choose a Document Type' screen displays a list of document types. The 'NOTICE OF INTENT TO HOLD MINING CLAIMS' option is highlighted in blue. Other options include 'LOCATION CERTIFICATE', 'LOT LINE ADJUSTMENT', 'MAP', 'MARRIAGE (OUT OF COUNTY)', 'MARRIAGE CERTIFICATE RERECORDING', 'MASTER FORM DEED OF TRUST', 'MEMORANDUM', 'MILITARY SERVICE DISCHARGE (DD-214)', 'MINUTES', 'MODIFICATION AGREEMENT', 'MODIFICATION OF DEED OF TRUST', 'NOTICE OF INTENT TO HOLD MINING CLAIMS', 'OATH', 'OATH OF OFFICE (OFFICIAL)', 'OIL & GAS LEASE', 'OIL & GAS ORDER', 'OPTION', and 'ORDER'.

Step 3: Add documents to the package

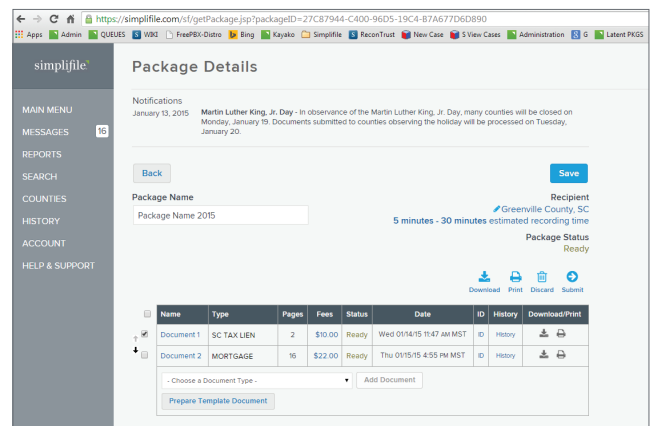
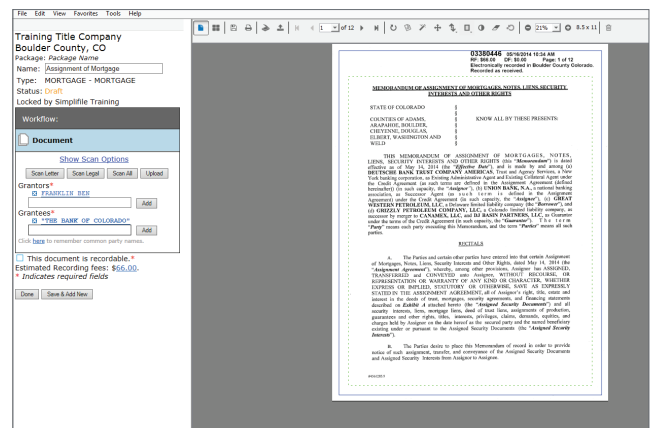
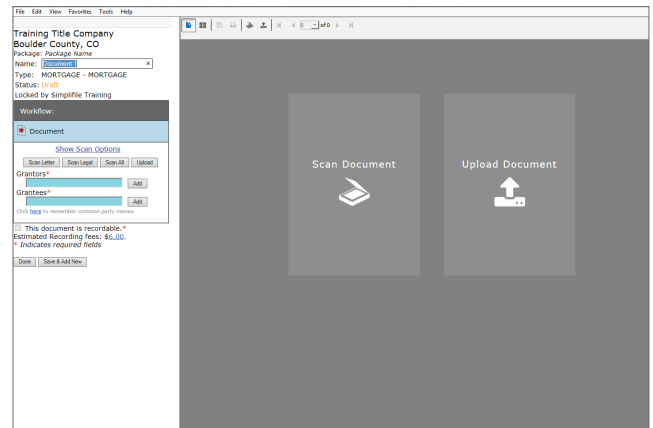
Under 'Workflow' all required documents will be listed.

Upload the scanned image of the document type you selected by clicking on 'Upload' button. An 'upload images' dialogue box will appear on your screen enabling you to search your directory for the document being submitted. Select the appropriate document and then click on 'Open'.

The document appears on the right-hand side of your screen. Verify that the document is ready to submit, and then click the check-box below the workflow box to show that the document is recordable. Then, click on the 'Done' button.

Your screen returns to the Package View where you continue to add documents following this same process until all documents are added to the package.

Once all documents have been added, you may change their order by selecting the check box to the left of the document name and using the arrows to move the documents up or down. You may also discard a document by checking the check box and clicking on the 'Discard Documents' button.



Step 4: Submit the package to the county

To submit a package for recording, click on the 'Submit' button above the document list to send the document to the county.

Alternatively, click the 'Done' button to return to the 'Main Menu'. At the 'Main Menu' you may also submit a package by clicking on the 'Submit' button to the right of the package name.

The 'Package Details' page shows a sidebar with navigation options: MAIN MENU, MESSAGES (15), REPORTS, SEARCH, COUNTRIES, HISTORY, ACCOUNT, and HELP & SUPPORT. The main content area includes a 'Notifications' section with a date of January 13, 2015, and a message about the Martin Luther King, Jr. Day holiday. Below this is a 'Back' button and a 'Save' button. The 'Package Name' is 'Tax Lien'. The 'Recipient' is 'Greenville County, SC'. The 'Package Status' is 'Ready'. A table lists documents: Document 1 (SC TAX LIEN, 2 pages, \$10.00, Ready) and Document 2 (MORTGAGE, 16 pages, \$22.00, Ready). Below the table are buttons for 'Download', 'Print', 'Discard', and 'Submit'. A 'Submit this package for recording' button is also present. At the bottom, there are fields for 'Recording Fees' (\$32.00 from Main Recording Account) and 'Submission Fee' (\$10.00 from Main Recording Account).

Step 5: Track your documents

At the Main Menu, you can track the status (draft, ready, sent, received, reviewing, rejected, accepted, and recorded) of your package as it is processed by the county.

Once the county has reviewed and recorded the document it is returned with a recording number in green text. To view the stamped document, click on the package name and then click on the document name.

The 'Main Menu' page shows a sidebar with navigation options: MAIN MENU, MESSAGES (15), REPORTS, SEARCH, COUNTRIES, HISTORY, ACCOUNT, and HELP & SUPPORT. The main content area includes a 'Create New Package' button. Below this is a table listing packages with columns: Package, Recipient, Docs, Status, Status Date, and Retrieved. The table contains several rows, including 'Time Deed SBP366-2015 (LM)', 'McCabe, Trotter & Beverly', 'Yellow Cab POA - 2015 (PC)', 'Package Name 2015', 'COT4HX-458-2015 (SH)', and '2015-85468854 (PH)'. The status of each package is indicated by a colored button (e.g., Rejected, Draft, Ready, Sent, Recorded).



Submit documents for e-recording.

What is e-recording?

E-recording is the process of recording documents via the Internet that would otherwise be sent by express mail or courier service. With Simplifile, you gain many benefits through e-recording.

THE BENEFITS OF E-RECORDING

- ✓ Documents recorded in minutes
- ✓ Avoid mailing costs, traffic, and wasted time
- ✓ Eliminate check-writing expenses
- ✓ Increase efficiency and document security
- ✓ Shorten the recording gap

How it works

Simplifile is a web-based service where you securely log in, electronically prepare or scan, upload, and submit your documents for recording. The county reviews, records, and stamps your documents and returns them to you in minutes.

What do I need?

All you need to start e-recording with Simplifile is a PC, high-speed Internet access, and a scanner.

E-recording Counties 05.29.15

Total number of e-recording counties: 1233

Alabama

Elmore County
Jefferson (Birmingham)
County
Jefferson County
Mobile County
Montgomery County
Shelby County

Alaska

Aleutian Islands Recording
District
Anchorage Recording District
Barrow Recording District
Bethel Recording District
Bristol Bay Recording District
Cape Nome Recording
District
Chitina Recording District
Cordova Recording District
Fairbanks Recording District
Ft. Gibbon Recording District
Haines Recording District
Homer Recording District
Iliamna Recording District
Juneau Recording District
Kenai Recording District
Ketchikan Recording District
Kodiak Recording District
Kotzebue Recording District
Kuskokwim Recording
District
Kvichak Recording District
Manley Hot Springs
Recording District
Mt. McKinley Recording
District
Nenana Recording District
Nulato Recording District
Palmer Recording District
Petersburg Recording District
Rampart Recording District
Seldovia Recording District
Seward Recording District
Sitka Recording District
Skagway Recording District

Talkeetna Recording District
Valdez Recording District
Wrangell Recording District

Arizona

Apache County
Cochise County
Coconino County
Gila County
Graham County
Greenlee County
La Paz County
Maricopa County
Mohave County
Navajo County
Pima County
Pinal County
Santa Cruz County
Yavapai County
Yuma County

Arkansas

Benton County
Boone County
Craighead County
(Jonesboro)
Craighead County (Lake City)
Cross County
Garland County
Independence County
Madison County
Miller County
Pulaski County
Sebastian County (Fort
Smith)
Sebastian County
(Greenwood)
Union County
Washington County

California

Contra Costa County
El Dorado County
Fresno County
Kern County

Los Angeles County
Merced County
Monterey County
Orange County
Riverside County
Sacramento County
San Bernardino County
San Diego County
San Diego County (7AM)
San Francisco County
San Joaquin County
San Mateo County
Santa Barbara County
Santa Clara County
Santa Cruz County
Ventura County

Colorado

Adams County
Alamosa County
Arapahoe County
Archuleta County
Baca County
Bent County
Boulder County
Broomfield County
Chaffee County
Cheyenne County
Clear Creek County
Conejos County
Costilla County
Crowley County
Custer County
Delta County
Denver County
Dolores County
Douglas County
Eagle County
El Paso County
Elbert County
Fremont County
Garfield County
Gilpin County
Grand County
Gunnison County
Hinsdale County
Huerfano County

Jackson County
Jefferson County
Kiowa County
Kit Carson County
La Plata County
Lake County
Larimer County
Las Animas County
Lincoln County
Logan County
Mesa County
Mineral County
Moffat County
Montezuma County
Montrose County
Morgan County
Otero County
Ouray County
Park County
Phillips County
Pitkin County
Prowers County
Pueblo County
Rio Blanco County
Rio Grande County
Routt County
Saguache County
San Juan County
San Miguel County
Sedgwick County
Summit County
Teller County
Washington County
Weld County
Yuma County

Connecticut

City of Hartford
City of Meriden
Town of Ashford
Town of Berlin
Town of Bristol
Town of Colchester
Town of Coventry
Town of Durham
Town of East Hampton
Town of East Hartford

Town of Ellington
Town of Farmington
Town of Glastonbury
Town of Manchester
Town of Montville
Town of New Hartford
Town of New Haven
Town of Newington
Town of Plainfield
Town of Salem
Town of Southington
Town of Stonington
Town of Thompson
Town of Torrington
Town of Waterbury
Town of West Hartford
Town of Westport
Town of Woodbridge

Delaware

Kent County
New Castle County
Sussex County

District of Columbia

Washington DC

Florida

Alachua County
Bay County
Bradford County
Brevard County
Broward County
Charlotte County
Citrus County
Clay County
DeSoto County
Duval County
Escambia County
Flagler County
Franklin County
Hernando County
Highlands County
Hillsborough County
Holmes County
Indian River County
Jackson County
Jefferson County
Lafayette County
Lee County
Leon County
Marion County
Martin County
Miami-Dade County
Nassau County
Okaloosa County

Orange County
Osceola County
Palm Beach County
Pasco County
Pinellas County
Polk County
Santa Rosa County
Sarasota County
Seminole County
St. Johns County
St. Lucie County
Suwannee County
Volusia County
Walton County
Washington County

Georgia

Clarke County
Coweta County
Crisp County
Effingham County
Fannin County
Floyd County
Forsyth County
Henry County
McDuffie County
Muscogee County
Newton County
Oconee County
Pickens County
Toombs County
Upson County
Warren County
Webster County
Wilkes County
Wilkinson County

Hawaii

Bureau of Conveyances
(Real Time)

Idaho

Ada County
Bannock County
Bear Lake County
Benewah County
Bingham County
Blaine County
Boise County
Bonner County
Bonneville County
Camas County
Canyon County
Caribou County
Cassia County
Clark County
Clearwater County

Custer County
Elmore County
Fremont County
Gem County
Gooding County
Idaho County
Jefferson County
Jerome County
Kootenai County
Lemhi County
Lewis County
Lincoln County
Madison County
Minidoka County
Oneida County
Owyhee County
Payette County
Power County
Teton County
Twin Falls County
Valley County
Washington County

Illinois

Boone County
Champaign County
Coles County
Cook County
DuPage County
Grundy County
Kane County
Kankakee County
La Salle County
Lake County
Madison County
McHenry County
McLean County
Randolph County
Rock Island County
Sangamon County
St. Clair County
Whiteside County
Will County
Winnebago County

Iowa

Adair County
Adams County
Allamakee County
Appanoose County
Audubon County
Benton County
Black Hawk County
Boone County
Bremer County
Buchanan County
Buena Vista County
Butler County
Calhoun County
Carroll County
Cass County
Cedar County
Cerro Gordo County
Cherokee County
Chickasaw County
Clarke County
Clay County
Clayton County

Clinton County
Crawford County
Dallas County
Davis County
Decatur County
Delaware County
Des Moines County
Dickinson County
Dubuque County
Emmet County
Fayette County
Floyd County
Franklin County
Fremont County
Greene County
Grundy County
Guthrie County
Hamilton County
Hancock County
Hardin County
Harrison County
Henry County
Howard County
Humboldt County
Ida County
Iowa County
Jackson County
Jasper County
Jefferson County
Johnson County
Jones County
Keokuk County
Kossuth County
Lee (North) County
Lee (South) County
Linn County
Louisa County
Lucas County
Lyon County
Madison County
Mahaska County
Marion County
Marshall County
Mills County
Mitchell County
Monona County
Monroe County
Montgomery County
Muscatine County
O'Brien County
Osceola County
Page County
Palo Alto County
Plymouth County
Pocahontas County
Polk County
Pottawattamie County
Poweshiek County
Ringgold County

Sac County
Scott County
Shelby County
Sioux County
Story County
Tama County
Taylor County
Union County
Van Buren County
Wapello County
Warren County
Washington County
Wayne County
Webster County
Winnebago County
Winneshiek County
Woodbury County
Worth County
Wright County

Kansas

Allen County
Atchison County
Bourbon County
Brown County
Butler County
Cherokee County
Coffey County
Crawford County
Decatur County
Doniphan County
Douglas County
Finney County
Franklin County
Gove County
Gray County
Greeley County
Haskell County
Jackson County
Jewell County
Johnson County
Leavenworth County
Linn County
Lyon County
Miami County
Morton County
Osage County
Pottawatomie County
Riley County
Rush County
Russell County
Saline County
Scott County
Sedgwick County
Shawnee County
Thomas County
Trego County
Wilson County

Wyandotte County

Louisiana

Jefferson Parish

Maine

Androscoggin County
Aroostook County North
Aroostook County South
Cumberland County
Franklin County
Hancock County
Kennebec County
Knox County
Lincoln County
Penobscot County
Sagadahoc County
York County

Maryland

Baltimore County

Massachusetts

Barnstable County
Berkshire Middle County
Berkshire North County
Berkshire Southern County
Bristol Fall River County
Bristol North County
Bristol Southern County
Dukes County
Essex North Registry
Essex South Registry
Franklin County
Hampden County
Hampshire County
Middlesex North Registry
Middlesex South Registry
Nantucket County
Norfolk County
Plymouth County
Suffolk County
Worcester North County
Worcester South County

Michigan

Barry County
Bay County
Berrien County
Branch County
Cass County
Charlevoix County
Clinton County
Emmet County
Genesee County

Grand Traverse County
Hillsdale County
Ingham County
Ionia County
Isabella County
Jackson County
Kalamazoo County
Kalkaska County
Kent County
Lake County
Livingston County
Macomb County
Monroe County
Montcalm County
Muskegon County
Oakland County
Ottawa County
St. Joseph County
Van Buren County
Washtenaw County
Wayne County

Minnesota

Anoka County
Beltrami County
Benton County
Big Stone County
Blue Earth County
Brown County
Carver County
Cass County
Chippewa County
Chisago County
Clay County
Clearwater County
Cottonwood County
Crow Wing County
Dakota County
Douglas County
Faribault County
Fillmore County
Goodhue County
Grant County
Hennepin County
Hubbard County
Itasca County
Kanabec County
Kandiyohi County
Kittson County
Koochiching County
Lac qui Parle County
Lake County
Lake of the Woods County
Le Sueur County
Lincoln County
Lyon County
Mahnommen County
Marshall County

Martin County
McLeod County
Meeker County
Mille Lacs County
Morrison County
Mower County
Norman County
Olmsted County
Otter Tail County
Pine County
Pipestone County
Polk County
Pope County
Ramsey County
Redwood County
Renville County
Rock County
Scott County
Sherburne County
Sibley County
St. Louis County
Stearns County
Steele County
Stevens County
Swift County
Todd County
Wabasha County
Wadena County
Waseca County
Washington County
Watsonwan County
Wilkin County
Winona County
Wright County
Yellow Medicine

Mississippi

Harrison County 1st Judicial
District (Gulfport) County
Harrison County 2nd Judicial
District (Biloxi) County

Missouri

Audrain County
Barton County
Bates County
Boone County
Buchanan County
Butler County
Callaway County
Cape Girardeau County
Cass County
Cedar County
Christian County
Clay County
Cole County
Dallas County

DeKalb County
Dent County
Douglas County
Dunklin County
Franklin County
Gentry County
Greene County
Hickory County
Howell County
Jackson County
Jefferson County
Johnson County
Laclede County
Lincoln County
Linn County
Livingston County
Macon County
Marion County
McDonald County
Miller County
Mississippi County
Newton County
Nodaway County
Oregon County
Osage County
Perry County
Pettis County
Phelps County
Platte County
Polk County
Pulaski County
Randolph County
Reynolds County
Saline County
Schuyler County
Scott County
Shelby County
St. Charles County
St. Francois County
St. Louis City
St. Louis County
Stoddard County
Stone County
Taney County
Texas County
Wayne County
Webster County

Montana

Beaverhead County
Big Horn County
Blaine County
Broadwater County
Carbon County
Cascade County
Custer County
Fergus County
Flathead County

Gallatin County
Granite County
Hill County
Jefferson County
Judith Basin County
Lake County
Lewis & Clark County
Lincoln County
Madison County
Missoula County
Park County
Petroleum County
Phillips County
Prairie County
Ravalli County
Rosebud County
Sanders County
Sheridan County
Silver Bow County
Stillwater County
Teton County
Toole County
Valley County
Wibaux County
Yellowstone County

Nebraska

Adams County
Antelope County
Arthur County
Banner County
Blaine County
Boone County
Boyd County
Buffalo County
Burt County
Butler County
Cass County
Cedar County
Cherry County
Cheyenne County
Colfax County
Cuming County
Custer County
Dawson County
Dixon County
Dodge County
Douglas County
Fillmore County
Frontier County
Gage County
Garden County
Gosper County
Grant County
Greeley County
Hall County
Hamilton County
Hayes County

Holt County
Hooker County
Jefferson County
Johnson County
Kearney County
Keith County
Keya Paha County
Knox County
Lancaster County
Lincoln County
Logan County
Loup County
Madison County
Merrick County
Nance County
Nemaha County
Nuckolls County
Otoe County
Pawnee County
Perkins County
Phelps County
Pierce County
Platte County
Polk County
Red Willow County
Richardson County
Rock County
Saline County
Sarpy County
Saunders County
Scotts Bluff County
Seward County
Sherman County
Stanton County
Thayer County
Thomas County
Thurston County
Valley County
Washington County
Wayne County
Webster County
York County

Nevada

Carson City
Churchill County
Clark County
Douglas County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lyon County
Nye County
Pershing County
Storey County
Washoe County

White Pine County

New Hampshire

Cheshire County
Hillsborough County
Merrimack County
Strafford County
Sullivan County

New Jersey

Atlantic County
Burlington County
Camden County
Cape May County
Cumberland County
Essex County
Gloucester County
Hudson County
Hunterdon County
Mercer County
Monmouth County
Morris County
Ocean County
Passaic County
Sussex County
Warren County

New Mexico

Bernalillo County
Catron County
Chaves County
Colfax County
Curry County
De Baca County
Dona Ana County
Guadalupe County
Harding County
Lincoln County
Los Alamos County
Luna County
Mora County
Otero County
Rio Arriba County
Roosevelt County
San Juan County
San Miguel County
Sandoval County
Santa Fe County
Torrance County
Union County
Valencia County

New York

Cayuga County
Chautauqua County
Clinton County

Cortland County
Erie County
Essex County
Franklin County
Livingston County
Madison County
Nassau County
New York City
Niagara County
Oneida County
Ontario County
Orange County
Oswego County
Otsego County
Rockland County
Saratoga County
St. Lawrence County
Sullivan County
Tompkins County
Warren County
Washington County
Westchester County

North Carolina

Alamance County
Alexander County
Avery County
Buncombe County
Burke County
Cabarrus County
Caldwell County
Carteret County
Craven County
Cumberland County
Davidson County
Durham County
Forsyth County
Franklin County
Gaston County
Granville County
Guilford County
Halifax County
Harnett County
Haywood County
Iredell County
Johnston County
Lenoir County
Lincoln County
McDowell County
Mecklenburg County
Mitchell County
Moore County
Nash County
New Hanover County
Onslow County
Orange County
Pamlico County
Pender County

Pitt County
Randolph County
Robeson County
Rockingham County
Rowan County
Surry County
Union County
Wake County
Wilson County
Yancey County

North Dakota

Burke County
Burleigh County
Cass County
Cavalier County
Grand Forks County
McLean County
Morton County
Nelson County
Pembina County
Ramsey County
Richland County
Stark County
Stutsman County
Towner County
Ward County
Williams County

Ohio

Allen County
Butler County
Carroll County
Clark County
Clermont County
Clinton County
Delaware County
Erie County
Fairfield County
Franklin County
Geauga County
Hamilton County
Holmes County
Knox County
Lake County
Licking County
Lorain County
Medina County
Mercer County
Miami County
Putnam County
Richland County
Shelby County
Stark County
Trumbull County
Warren County

Oklahoma

Alfalfa County
Atoka County
Beaver County
Beckham County
Blaine County
Canadian County
Cimarron County
Cleveland County
Coal County
Comanche County
Creek County
Custer County
Delaware County
Dewey County
Ellis County
Grady County
Grant County
Greer County
Harper County
Johnston County
Kay County
Kingfisher County
Major County
Muskogee County
Noble County
Nowata County
Okfuskee County
Oklahoma County
Osage County
Pittsburg County
Roger Mills County
Rogers County
Texas County
Tillman County
Tulsa County
Wagoner County
Washington County
Washita County
Woods County
Woodward County

Oregon

Baker County
Benton County
Clackamas County
Coos County
Deschutes County
Douglas County
Jackson County
Josephine County
Klamath County
Lane County
Linn County
Multnomah County
Polk County
Umatilla County

Union County
Washington County
Yamhill County

Pennsylvania

Allegheny County
Armstrong County
Beaver County
Bedford County
Berks County
Blair County
Bradford County
Bucks County
Centre County
Chester County
Clarion County
Cumberland County
Dauphin County
Franklin County
Indiana County
Lackawanna County
Lancaster County
Lawrence County
Lebanon County
Lehigh County
Luzerne County
Monroe County
Montgomery County
Northampton County
Perry County
Philadelphia County
Tioga County
Venango County
Washington County
York County

South Carolina

Beaufort County
Berkeley County
Greenville County
Horry County
Laurens County
Lexington County
Richland County
York County

Tennessee

Anderson County
Bradley County
Davidson County
Franklin County
Greene County
Grundy County
Hamilton County
Hardeman County
Hardin County

Lawrence County
Marshall County
Roane County
Robertson County
Rutherford County
Sevier County
Shelby County
Sullivan (Blountville) County
Sullivan (Bristol) County
Sumner County
Union County
Washington County
Williamson County
Wilson County

Texas

Bastrop County
Bell County
Bexar County
Brazoria County
Brazos County
Cameron County
Chambers County
Collin County
Cooke County
Dallas County
Denton County
Eastland County
Ector County
Fort Bend County
Galveston County
Grayson County
Harris County
Harrison County
Hays County
Henderson County
Hidalgo County
Hood County
Hunt County
Jefferson County
Johnson County
Kaufman County
Kendall County
Kerr County
Leon County
McLennan County
Medina County
Midland County
Montgomery County
Nacogdoches County
Nueces County
Parker County
Potter County
Randall County
Robertson County
Rockwall County
Scurry County
Smith County

Tarrant County
Taylor County
Tom Green County
Travis County
Victoria County
Webb County
Wichita County
Williamson County

Utah

Beaver County
Box Elder County
Cache County
Daggett County
Davis County
Duchesne County
Emery County
Grand County
Iron County
Morgan County
Rich County
Salt Lake County
Sanpete County
Summit County
Tooele County
Utah County
Wasatch County
Washington County
Weber County

Virginia

Alexandria City
Chesapeake City
Chesterfield County
Dinwiddie County
Fairfax County
Hanover County
King George County
Loudoun County
Montgomery County
Norfolk City
Prince William County
Rockingham County
Scott County
Smyth County
Spotsylvania County
Virginia Beach City
Washington County

Washington

Benton County
Chelan County
Clark County
Cowlitz County
Douglas County
Franklin County

King County
Kitsap County
Klickitat County
Lewis County
Mason County
Pierce County
Skamania County
Snohomish County
Spokane County
Stevens County
Thurston County
Whatcom County
Whitman County
Yakima County

Wisconsin

Adams County
Barron County
Brown County
Buffalo County
Burnett County
Chippewa County
Columbia County
Dane County
Dodge County
Door County
Eau Claire County
Grant County
Green County
Green Lake County
Iowa County
Jefferson County
Kenosha County
La Crosse County
Lafayette County
Langlade County
Manitowoc County
Marathon County
Marquette County
Milwaukee County
Outagamie County
Ozaukee County
Polk County
Portage County
Racine County
Richland County
Rock County
Sauk County
Sheboygan County
St. Croix County
Taylor County
Trempealeau County
Vernon County
Walworth County
Washington County
Waukesha County
Waupaca County
Waushara County

Winnebago County
Wood County

Wyoming

Converse County
Sweetwater County



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: June 23, 2015

SUBJECT: Consider, discuss and act upon a signal design at the intersection of Farmersville Parkway and Highway 78

- Signal installation plans are attached for review.

ACTION: Approve or deny the installation plans as presented.



4777 EAST HIGHWAY 80 | MESQUITE, TEXAS 75150 | (214) 320-6100 | WWW.TXDOT.GOV

June 3, 2015

CSJ: 0918-00-186

Work Type: Traffic Signal Installation

Highway: SH 78

Intersection: Farmersville/CR 611

City of Farmersville

Collin County

Mr. Ben White, PE

City Manager/Public Works Director

City of Farmersville

205 South Main Street

Farmersville, TX 75442

Dear Mr. White:

Enclosed is one set of final plans for the installation of a traffic signal at the above mentioned location and a Title sheet for the project. Please return the signed Title sheet to us by June 17, 2015.

Since the City of Farmersville has elected to furnish ILSN street name signs for this project, we have included TxDOT standard SNS-95 and Special Specification 6041 to assist you with procurement of the ILSN Clamp and Arm Assembly.

For further information, please contact Alan McNeil, P.E. at (214)320-6151.

Your cooperation in completing this project is greatly appreciated.

Sincerely,

Andrew Oberlander, P.E.

District Transportation Operations Engineer

Enclosures

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

SPECIAL SPECIFICATION

6041

Internally Lighted Street Name Sign Assemblies

1. **Description.** Furnish and install internally lighted street name sign assemblies.
2. **Materials.** Provide new material that complies with the details shown on the plans, the requirements of this Item, and the NEC. Provide 6 copies of material brochures, shop drawing submittals, or both.

Provide internally lighted street sign panels that comply with DMS 8311, "Internally Illuminated Street Sign Panels." Provide single side message or double side message signs as shown on the plans.

Use a clamp-on street name sign mast arms as shown on the plans. Form mast arm clamp brackets and hanger bars with heat treated aluminum bar stock or galvanized steel.

Provide a mounting bracket as shown on the plans. Use a minimum 3/8 in. stainless steel bar. Provide an adjustment bolt for each mounting bracket.

- A. **Housing.** Construct sign fixture housing of extruded, cast, and fabricated aluminum components. Construct top shell and bottom pan assembly with extruded aluminum alloy 6063-T6 and join to end plates with continuous weld joints. Place a 0.050 in. thick aluminum back side panel for single sided signs.

Provide drip rails on the top shell. Provide 4 screened weep holes at strategic points in the bottom of the housing assembly. Design the housing for continuous gasketing between housing and sign frame members. Use closed cell neoprene sponge rubber gaskets.

Use stainless steel Type 302 or 305, brass, or aluminum fasteners and screws. Galvanize steel nuts, bolts, and hardware in accordance with Item 445, "Galvanizing."

Form reflectors using 0.040 in. thick aluminum. Finish the reflector surface with baked white enamel or catalyzed polyurethane finish and a minimum reflectance value of 86%.

Provide a full length extruded aluminum hinge to mount the sign panel to the sign housing. Provide at least 2 knurled knobs, thumb screws, or 1/4 turn wing-head fasteners and at least two 1/4-20 captive nuts to secure the sign panel to the housing.

- B. **Fluorescent Lamps.** Unless otherwise shown on the plans, furnish F36 T12 type lamps. Operate each lamp from 1 lamp ballast. Use U.L. listed ballasts that conform to the requirements of ANSI Standard C 82.1 and C 82.2. Provide instant start type ballast capable of starting lamps at 0°F and above. Use high power factor type ballast that

operates on 120 VAC, 60 Hz. Provide ballasts rated at 200 mA. for 6 ft. lamps and 425 mA. for 8 ft. lamps.

Use U.L. listed lamp holders. Provide spring compression type lamp holders with a circular cross section of neoprene rubber. Removal of a lamp will de-energize the primary system of the ballast.

Provide a miniature, slow blow type fuse in the primary circuit of the ballast. Provide surface mounting type fuse holders with threaded bayonet knob.

Use U.L. listed conductors on loadside of power supply terminal block inside fixture. Use 18 AWG stranded wire with 2/64 in. thermoplastic insulation rated at 1000 V., 90°C. Terminate wiring on a 2 pole phenolic barrier type terminal block rated at 30 A., 600 V.

3. **Construction.** Fabricate and install internally lighted street name signs as shown on the plans. Sampling of fixtures for testing will be done in accordance with Tex-1110-T, except the minimum sample size is 1. Install signs level and plumb brackets. Attach internally lighted street name signs to traffic signal poles as shown on the plans.

Use established industry and utility safety practices when erecting signs near overhead or underground utilities. Consult with appropriate utility companies prior to beginning work.

Power the internally lighted street name sign from the traffic signal service pole. Install a 20 A. circuit breaker and a photocell for the internally lighted street name sign.

Ground the sign to a grounding conductor connected between the fixture and the grounding conductor in the base of the pole.

4. **Measurement.** This Item will be measured by each unit installed.
5. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement", will be paid for at the unit bid price for "Internally Lighted Street Name Signs" of the sizes and types specified. This price is full compensation for furnishing and installing the signs; support arm clamp assembly; liquid tight flexible metal conduit; circuit breakers and photocells; and equipment, labor, tools, and incidentals.

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

INDEX OF SHEETS

DESCRIPTION

- TITLE SHEET
- PROJECT SUMMARY
- SMALL SIGN SUMMARY
- TRAFFIC SIGNAL PLAN(8 SHEETS)
- SMA-80(1)-12(DAL)
- LMA(5)-12(DAL)
- TS-FD-12

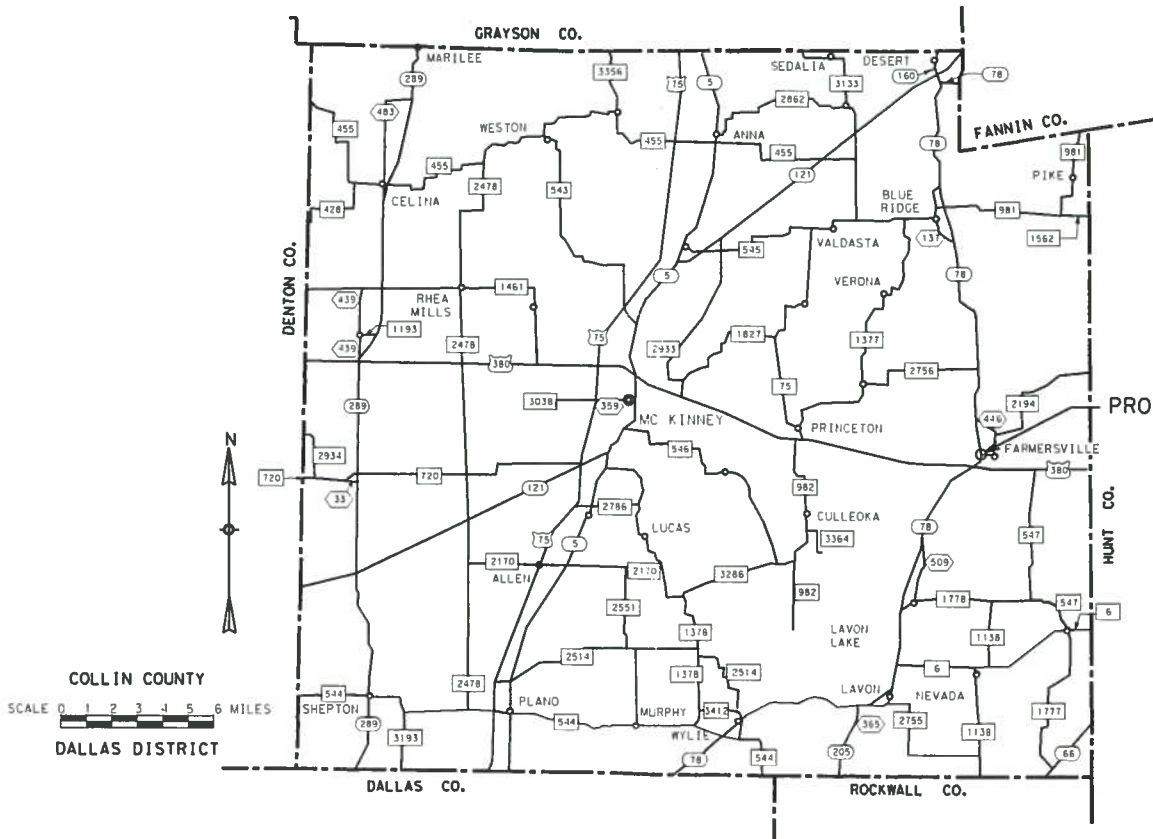
PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

COLLIN COUNTY

STP 2013(533)
CSJ: 0918-00-186

SH 78 AT FARMERSVILLE PKWY.
CITY OF FARMERSVILLE

TYPE: FOR THE CONSTRUCTION OF MISCELLANEOUS WORK
CONSISTING OF NON-SITE SPECIFIC TRAFFIC
SIGNAL INSTALLATION.



NO RAILROAD
NO EXCEPTIONS
NO EQUATIONS

DESIGN	FED. RD. DIV. NO.	PROJECT NO.	HIGHWAY NO.
CFL	6	STP 2013(533)	SH 78
GRAPHICS	STATE	DISTRICT	COUNTY
CFL	TEXAS	DALLAS	COLLIN
CHECK	CONTROL	SECTION	JOB
LDL	0918	00	186
CHECK			
APM			

NOTE:

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004, AND THE CONTRACT PROVISIONS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 1, 2012)

CITY OF FARMERSVILLE

CONCURRENCE: 20
_____, P.E.
MAYOR



TEXAS DEPARTMENT OF TRANSPORTATION

RECOMMEND
AUTHORIZATION 20
_____, P.E.
TRAFFIC DESIGN SUPERVISOR

RECOMMEND
AUTHORIZATION 20
_____, P.E.
TRAFFIC CONSTRUCTION SUPERVISOR

RECOMMEND
AUTHORIZATION 20
_____, P.E.
DIST. TRANSPORTATION OPERATIONS ENGINEER

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

DESIGN	FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
CFL	6	STP 2013(533)		SH 78
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
CFL	TEXAS	DALLAS	COLLIN	
CHECK	CONTROL	SECTION	JOB	
LDL	0918	00	186	
CHECK				
APM				

INDEX OF SHEETS

DESCRIPTION

TITLE SHEET
PROJECT SUMMARY
SMALL SIGN SUMMARY
TRAFFIC SIGNAL PLAN(8 SHEETS)
SMA-80(1)-12(DAL)
LMA(5)-12(DAL)
TS-FD-12

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

COLLIN COUNTY

STP 2013(533)
CSJ: 0918-00-186

NOTE:

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SH 78 AT FARMERSVILLE PKWY.
CITY OF FARMERSVILLE

TYPE: FOR THE CONSTRUCTION OF MISCELLANEOUS WORK
CONSISTING OF NON-SITE SPECIFIC TRAFFIC
SIGNAL INSTALLATION.

CITY OF FARMERSVILLE

CONCURRENCE: 20
_____, P.E.
MAYOR

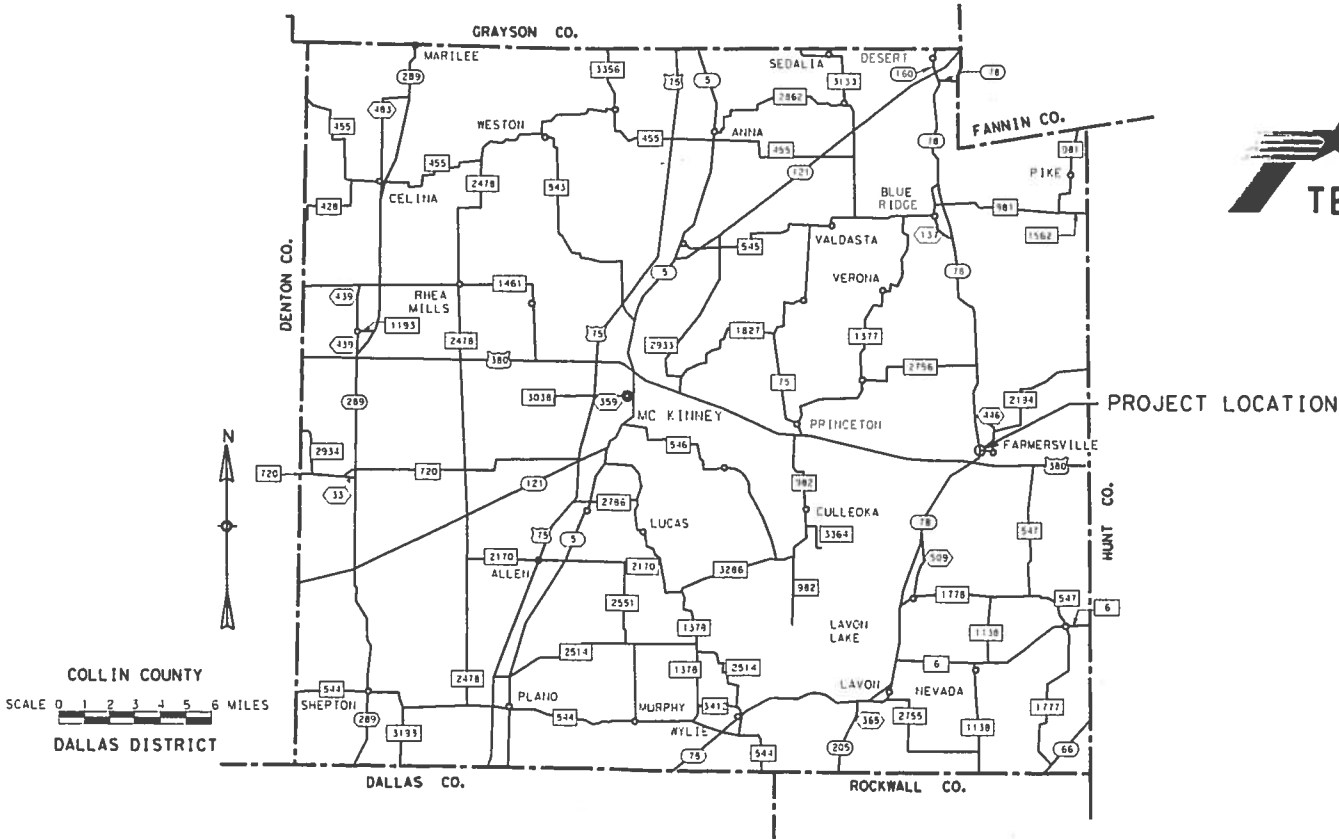


TEXAS DEPARTMENT OF TRANSPORTATION

RECOMMEND
AUTHORIZATION 20
_____, P.E.
TRAFFIC DESIGN SUPERVISOR

RECOMMEND
AUTHORIZATION 20
_____, P.E.
TRAFFIC CONSTRUCTION SUPERVISOR

RECOMMEND
AUTHORIZATION 20
_____, P.E.
DIST. TRANSPORTATION OPERATIONS ENGINEER



NO RAILROAD
NO EXCEPTIONS
NO EQUATIONS

ITEM	NO.	DESCRIPTION	UNIT	QUANTITY
0162	2002	BLOCK SODDING*	SY	4
0416	2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	13
0416	2034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	69
0529	2002	CONC CURB (TY II)	LF	48
0618	2012	CONDUIT (PVC) (SCHD 40) (1 ") (TRENCH)	LF	45
0618	2013	CONDUIT (PVC) (SCHD 40) (1 ") (BORE)	LF	296
0618	2018	CONDUIT (PVC) (SCHD 40) (2 ")	LF	32
0618	2022	CONDUIT (PVC) (SCHD 40) (3 ")	LF	68
0618	2024	CONDUIT (PVC) (SCHD 40) (4 ")	LF	142
0618	2025	CONDUIT (PVC) (SCHD 40) (4 ") (BORE)	LF	225
0618	2034	CONDUIT (PVC) (SCHD 80) (2 ")	LF	40
0620	2008	ELEC CONDUCTOR (NO. 4) INSULATED	LF	144
0620	2009	ELEC CONDUCTOR (NO. 6) BARE	LF	448
0620	2010	ELEC CONDUCTOR (NO. 6) INSULATED	LF	262
0620	2012	ELEC CONDUCTOR (NO. 8) INSULATED	LF	878
0620	2016	ELEC CONDUCTOR (NO. 12) INSULATED	LF	360
0621	2002	TRAY CABLE (3 CONDR) (12 AWG)	LF	689
0624	2012	GROUND BOX TY C (162911) W/APRON	EA	5
0628	2188	ELC SRV TY D 120 / 240 070 (NS) SS (E) PS (U)	EA	1
0644	2004	INS SM RD SN SUP & AM TY 10BWG (1) SA (T)	EA	3
0644	2060	REMOVE SM RD SN SUP & AM	EA	2
0666	2003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	140
0666	2012	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	101
0666	2024	REFL PAV MRK TY I (W) 6" (SLD) (100MIL)	LF	530
0666	2111	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	2658
0666	2189	PAVEMENT SEALER 4"	LF	2899
0666	2190	PAVEMENT SEALER 6"	LF	530
0666	2195	PAVEMENT SEALER 24"	LF	136
0666	2219	PAVEMENT SEALER (ARROW)	EA	5
0666	2220	PAVEMENT SEALER (WORD)	EA	5
0668	2105	PREFAB PAV MRK TY C (W) (24") (SLD)	LF	136
0668	2106	PREFAB PAV MRK TY C (W) (ARROW)	EA	5
0668	2116	PREFAB PAV MRK TY C (W) (WORD)	EA	5
0672	2012	REFL PAV MRKR TY I-C	EA	7
0672	2015	REFL PAV MRKR TY II-A-A	EA	69
0677	2001	ELIM EXT PAV MRK & MRKR (4")	LF	2868
0677	2006	ELIM EXT PAV MRK & MRKR (24")	LF	41
0677	2007	ELIM EXT PAV MRK & MRKR (ARROW)	EA	1
0677	2018	ELIM EXT PAV MRK & MRKR (WORD)	EA	1
0678	2001	PAV SURF PREP FOR MRKS (4")	LF	2899
0678	2002	PAV SURF PREP FOR MRKS (6")	LF	530
0678	2006	PAV SURF PREP FOR MRKS (24")	LF	136
0678	2007	PAV SURF PREP FOR MRKS (ARROW)	EA	5
0678	2018	PAV SURF PREP FOR MRKS (WORD)	EA	5
0680	2002	INSTAL OF HWY TRAF SIG (ISOLATED)	EA	1
0682	2022	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	1
0682	2023	VEH SIG SEC (12 IN) LED (GRN)	EA	10
0682	2024	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	6
0682	2025	VEH SIG SEC (12 IN) LED (YEL)	EA	10
0682	2026	VEH SIG SEC (12 IN) LED (RED ARW)	EA	6
0682	2027	VEH SIG SEC (12 IN) LED (RED)	EA	10
0682	2063	BACK PLATE (3 SEC) (12 IN) (VENTED) ALUM	EA	10
0682	2064	BACK PLATE (4 SEC) (12 IN) (VENTED) ALUM	EA	2
0682	2065	BACK PLATE (5 SEC) (12 IN) (VENTED) ALUM	EA	1
0684	2031	TRAF SIG CBL (TY A) (5 CONDR) (14 AWG)	LF	515
0684	2033	TRAF SIG CBL (TY A) (7 CONDR) (14 AWG)	LF	285
0684	2042	TRAF SIG CBL (TY A) (16 CONDR) (14 AWG)	LF	768
0686	2037	INS TRF SIG PL AM (S) 1 ARM (36') LUM	EA	1
0686	2057	INS TRF SIG PL AM (S) 1 ARM (55') LUM	EA	1
0686	2061	INS TRF SIG PL AM (S) 1 ARM (60') LUM	EA	1
0686	2065	INS TRF SIG PL AM (S) 1 ARM (65') LUM	EA	1
1122	2049	BIOGRD EROSN CONT LOGS (18" DIA) INSTALL*	LF	100
1122	2056	BIOGRD EROSN CONT LOGS (18" DIA) REMOV*	LF	100
8317	2001	BBU SYSTEM (EXTERNAL BATT CABINET)	EA	1
8615	2001	RADAR ADVANCE DETECTION DEVICES	EA	2
8941	2001	RADAR PRESENCE DETECTOR	EA	4

*INSTALL AS DIRECTED AND MEASURE IN FIELD.

REVISED ON JUNE 2, 2015



TRAFFIC SIGNAL SUMMARY SH 78 AT FARMERSVILLE PKWY

SHEET 1 OF 1


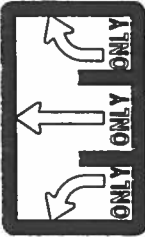
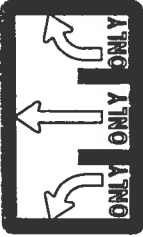




DESIGN	FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
CFL	6	(SEE TITLE SHEET)		SH 78
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
CFL	TEXAS	DALLAS	COLLIN	
CHECK	CONTROL	SECTION	JOB	
LDL	0918	00	186	
APM				

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: _____
FILE: _____

SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXX(X)XX(X-XXXX)

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	QUAN.	SIGN TEXT	DIMENSIONS	ALUMINUM TYPE A	ALUMINUM TYPE G	Post Type FRP = Fiberglass TWT = Thin-Wall 10BWG = 10 BWG S80 = Sch 80	Posts (1 or 2)	Anchor Type UA=Univer-Bolt UB=Univer-Bolt SA=Slip-Conc SB=Slip-Bolt WS=Wedge Steel WP=Wedge Plastic	Mounting Designation P = Prefab. "Plain" T = Prefab. "T" WC = 1.12 w/ft Wing Chron. U = Prefab. "U" EXAL = Extruded Aluminum
	A	R10-17T **	3		36" X 42"	X					MOUNT ON MAST ARMS P2, P3 AND P4.
	B	R3-8b **	2		48" X 30"	X					MOUNT ON MAST ARMS P3 AND P4.
	C	R3-8b ***	2		48" X 30"		X	10BWG	1	SA	T ROADSIDE MOUNT AS SHOWN IN SIGNING LAYOUT SHEET
	D	W3-3 ***	1		36" X 36"		X	10BWG	1	SA	T ROADSIDE MOUNT AS SHOWN IN SIGNING LAYOUT SHEET
	E	D3-1 **	1		96" X 24" (FURNISHED BY CITY)	X					ILSN MOUNT ON MAST ARM POLE P4 AS SHOWN ON SNS-95.
	F	D3-1 **	1		96" X 24" (FURNISHED BY CITY)	X					ILSN MOUNT ON MAST ARM POLE P2 AS SHOWN ON SNS-95.
	G	D3-1 **	2		84" X 18" (FURNISHED BY CITY)	X					ILSN MOUNT ON MAST ARM POLES P1 AND P3 AS SHOWN ON SNS-95.

** SUBSIDIARY TO ITEM 680.
*** PAID FOR BY ITEM 644.

ALUMINUM SIGN BLANKS (TYPE A)	
Square Ft.	Min. Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.

SUMMARY OF SMALL SIGNS (ON TRAFFIC SIGNAL)			
© TxDOT May 1987			
CH. 1 - TxDOT	REVISIONS		
CH. 1 - TxDOT	11-93	7-02	
CH. 1 - TxDOT	8-95	2-07	
CH. 1 - TxDOT	1-02	9-08	
			SHEET 1 OF
CONT	SECT	JOB	HIGHWAY
0918	00	186	SH 78
DIST	COUNTY		SHEET NO.
18	COLLIN		

C O N D U I T R U N S																				
RUN NO.	CONDUIT TYPE							WIRE SIZE AND TYPE										TOTAL LENGTH OF RUN (LF)	RUN NO.	
	1" PVC	1" PVC	2" PVC	2" PVC	3" PVC	4" PVC	4" PVC	CONDUCTORS				SIGNAL CABLE		TRAY CABLE 3 CNDR 12AWG (EA)+	PRESENCE STANDARD RADAR CABLE (EA) *	SETBACK STANDARD RADAR CABLE (EA) *	OPTICOM CABLE *** (EA)			PHONE LINE ++ (EA)
	BORED	TRENCH	TRENCH	SCHD 80 ** (LF)	TRENCH	TRENCH	BORED	NO. 4 XHHW (EA)	NO. 6 XHHW (EA)	NO. 6 BARE (EA)	NO. 8 XHHW (EA)	TY-A, 14 AWG	16 CNDR CABLE (EA)							
1						11					1		1		1	1	1		11	1
2	SPARE FOR FUTURE						11												11	2
3					15					1	2		1	1	1	1			15	3
4			13							1	2			1					13	4
5		11															1		11	5
6			11						2	1									11	6
7						11				1			3		3	1	3		11	7
8	74	34																1	108	8
9						34	74		2	1	2		3	1	3	1	3		108	9
10					12				2	1	6			4					12	10
11			8	40				3											48	11
12	222																	1	222	12
13					17					1	2		1	1	1		1		17	13
14						40	78			1	2		2	2	2	1	2		118	14
15					8					1	2		1	1	1		1		8	15
16						35	73			1	2		1	1	1		1		108	16
17					16					1	2		1	1	1		1		16	17
TOTAL (LF)	296	45	32	40	68	142	225	144	262	448	878	768	569	768	271	768	341			

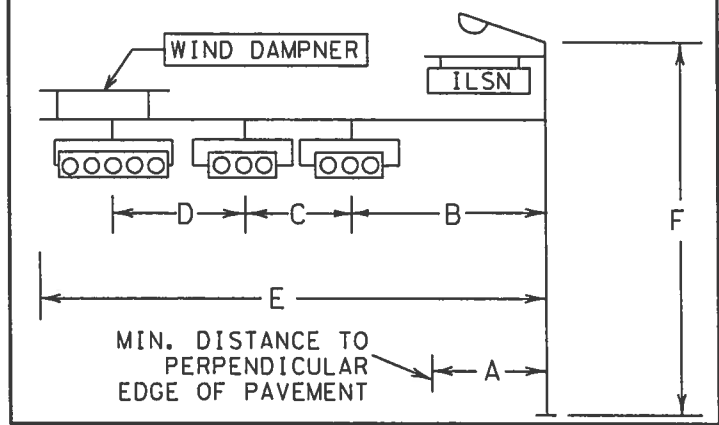
*SUBSIDIARY TO RADAR UNIT.
**ON POWER POLE.
*** SUPPLIED BY CITY AND INSTALLED BY CONTRACTOR.
+ FOR FUTURE INTERNAL ILLUMINATION STREET NAME SIGN.
+ +FOR CONTRACTOR'S INFORMATION ONLY.

GROUND BOXES	
TYPE	TOTAL (EA)
C W/APRON	5

ELECTRICAL SERVICE DATA									
DESCRIPTION	SERVIC CONDUIT SIZE	SERVICE CONDUCTOR NO/SIZE	SAFETY SWITCH AMPS	MAIN DISCONNECT Ckt. Bkr. POLE/AMP	TWO-POLE CONTACTOR AMPS	Panel bld. / LOADCENTER AMP RATING	CIRCUIT NO.	BRANCH CIRCUIT AMPS	KVA LOAD
ELC SRV TY D (120/240) 070 (NS)SS(E)PS(U)	2"	3/#4	N/A	2P/70	30	100	Traffic Signal ILSN Lighting	1P/50 1P/20 2P/20	<7.1

+ +EXTEND DRILL SHAFT 2' ABOVE EXISTING GRADE TO ACCOMMODATE FUTURE CITY PROJECT.
+EXTEND DRILL SHAFT 1' ABOVE EXISTING GRADE TO ACCOMMODATE FUTURE CITY PROJECT.
***SUPPLIED BY CITY AND INSTALLED BY CONTRACTOR.
**7 CONDUCTOR CABLE IS FOR FUTURE FYA UPGRADE.
*SUBSIDIARY TO RADAR UNIT.

SIGNAL HEAD & POLE PLACEMENT								SIGNAL POLE FOUNDATION		CABLE INSIDE POLES							
										SIG. CBL (TY-A / 14AWG)		LUMINAIRE	TRAY	OPTICOM	ILSN	RADAR CABLE	
POLE	A	B	C	D	E	F	LUM	FDN.	DRILL SHAFT	5 CNDR	7 CNDR	NO. 12 AWG	CABLE	CABLE	SIGN&ARM	PRESENCE	SETBACK
NUMBER	(LF)	(LF)	(LF)	(LF)	(LF)	(LF)	(EA)	TYPE	LENGTH (LF)	(LF)	(LF)	(LF)	3 CNDR	***	***	STANDARD	STANDARD
P-1	12	22	12	-	36	30	1	36-A	13	82	53**	90	30	46	1	17	-
P-2	30	35	11	12	60	30	1	48-A+	23	119	77	90	30	61	1	17	74
P-3	13	42	11	11	65	30	1	48-A++	24	205	83	90	30	57	1	17	-
P-4	19	30	11	12	55	30	1	48-A	22	109	72	90	30	47	1	17	71
TOTAL								4		515	285	360	120	211	4	68	145



STATE OF TEXAS

CHIAJONG F. LI

103626

PROFESSIONAL ENGINEER

Chiajong F. Li, P.E. 6/2/15

Signature of Registrant & Date

Texas Department of Transportation

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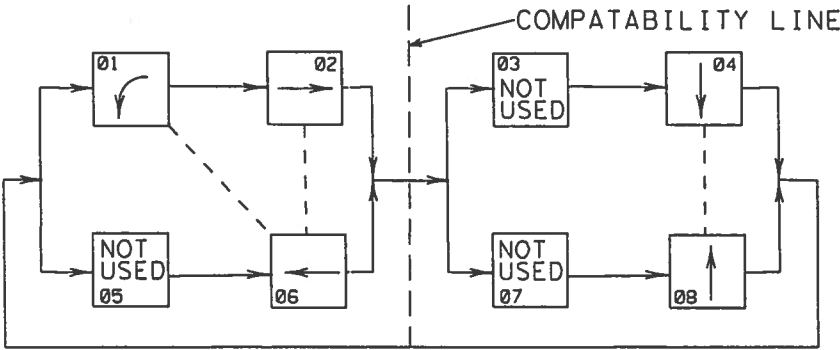
TRAFFIC SIGNAL PLAN

SH 78 AT FARMERSVILLE PKWY

SHEET 2 OF 8

DESIGN	FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
CFL	6	(SEE TITLE SHEET)		SH 78
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
CFL	TEXAS	DALLAS	COLLIN	
CHECK	CONTROL	SECTION	JOB	
LDL				
CHECK	APM	0918	00	186

CABLE TERMINATION CHART				
CNDR. COLOR	CABLE 1 FR. P-1 TO CNTRL. 16 CNDR.	CABLE 2 FR. P-2 TO CNTRL. 16 CNDR.	CABLE 3 FR. P-3 TO CNTRL. 16 CNDR.	CABLE 4 FR. P-4 TO CNTRL. 16 CNDR.
BLACK	SPARE	SPARE	SPARE	SPARE
WHITE	SIG. COMMON	SIG. COMMON	SIG. COMMON	SIG. COMMON
RED	SH 1,2 Ø4 R	SH 4,5 Ø6 R	SH 7,8 Ø8 R	SH 10,11 Ø2 R
GREEN	SH 1,2 Ø4 G	SH 4,5 Ø6 G	SH 7,8 Ø8 G	SH 10,11 Ø2 G
ORANGE	SH 1,2 Ø4 Y	SH 4,5 Ø6 Y	SH 7,8 Ø8 Y	SH 10,11 Ø2 Y
BLUE	SPARE	SH 3 O. L. A ←R	SH 6 O. L. B ←R	SH 9 O. L. C ←R
WHITE/ BLACK	SPARE	SH 3 O. L. A ←Y	SH 6 O. L. B ←Y	SH 9 O. L. C ←Y
RED/ BLACK	SPARE	SH 3 O. L. A ←FY	SH 6 O. L. B ←FY	SH 9 O. L. C ←FY
GREEN/ BLACK	SPARE	SH 3 Ø1 ←G	SPARE	SPARE
ORANGE/ BLACK	SPARE	SPARE	SPARE	SPARE
BLUE/ BLACK	SPARE	SPARE	SPARE	SPARE
BLACK/ WHITE	SPARE	SPARE	SPARE	SPARE
RED/ WHITE	SH 12 Ø8 R	SPARE	SH 13 Ø4 R	SPARE
GREEN/ WHITE	SH 12 Ø8 G	SPARE	SH 13 Ø4 G	SPARE
BLUE/ WHITE	SH 12 Ø8 Y	SPARE	SH 13 Ø4 Y	SPARE
BLACK/ RED	SPARE	SPARE	SPARE	SPARE



PHASE SEQUENCE

Ø1 IS A PROTECTED AND PERMISSIVE LEFT TURN.
O. L. A = SBLT Ø1(RA, YA, FYA)
O. L. B = WBLT Ø8(RA, YA, FYA)
O. L. C = NBLT Ø2(RA, YA, FYA)

VEHICLE AND PEDESTRIAN SIGNAL HEADS											
POLE #	SIG. HEAD NO.	SIG. HEAD TYPE	BACK PLATE (12")			SUMMARY OF SIGNAL SECTION (LED) (EA)					
			3 SEC (EA)	4 SEC (EA)	5 SEC (EA)	VEHICLE					
						R	Y	G	←R	←Y	←G
P1	1	H3	1			1	1	1			
	2	H3	1			1	1	1			
P2	3	H5FLT			1				2	2	1
	4	H3	1			1	1	1			
	5	H3	1			1	1	1			
P3	6	H4FY		1					2	2	
	7	H3	1			1	1	1			
	8	H3	1			1	1	1			
P4	9	H4FY		1					2	2	
	10	H3	1			1	1	1			
	11	H3	1			1	1	1			
P1	12	H3	1			1	1	1			
P3	13	H3	1			1	1	1			
TOTAL (EA)			10	2	1	10	10	10	6	6	1

H3



S. H. 1, 2, 4, 5,
7, 8, 10, 11, 12, 13

H4FY



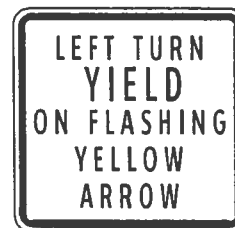
S. H. 6, 9

H5FLT

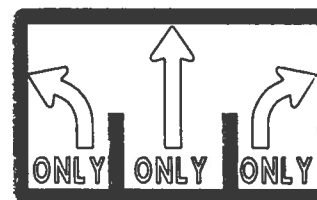


S. H. 3

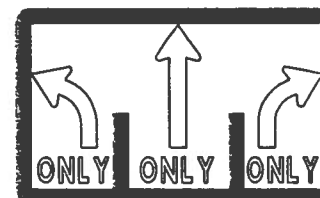
	Texas Department of Transportation © 2015			
	TRAFFIC SIGNAL PLAN SH 78 AT FARMERSVILLE PKWY			
Signature of Registrant & Date <i>Chiajong F. Li</i> 6/2/15	SHEET 3 OF 8			
	DESIGN CFL	FED. RD. DIV. NO. 6	PROJECT NO. (SEE TITLE SHEET)	HIGHWAY NO. SH 78
CHECK LDL	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK APM	TEXAS	DALLAS	COLLIN	
	CONTROL	SECTION	JOB	
	0918	00	186	



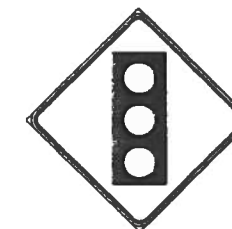
SIGN A
R10-17T
36" X 42"
MOUNT ON
MAST ARMS
P2, P3,
& P4.



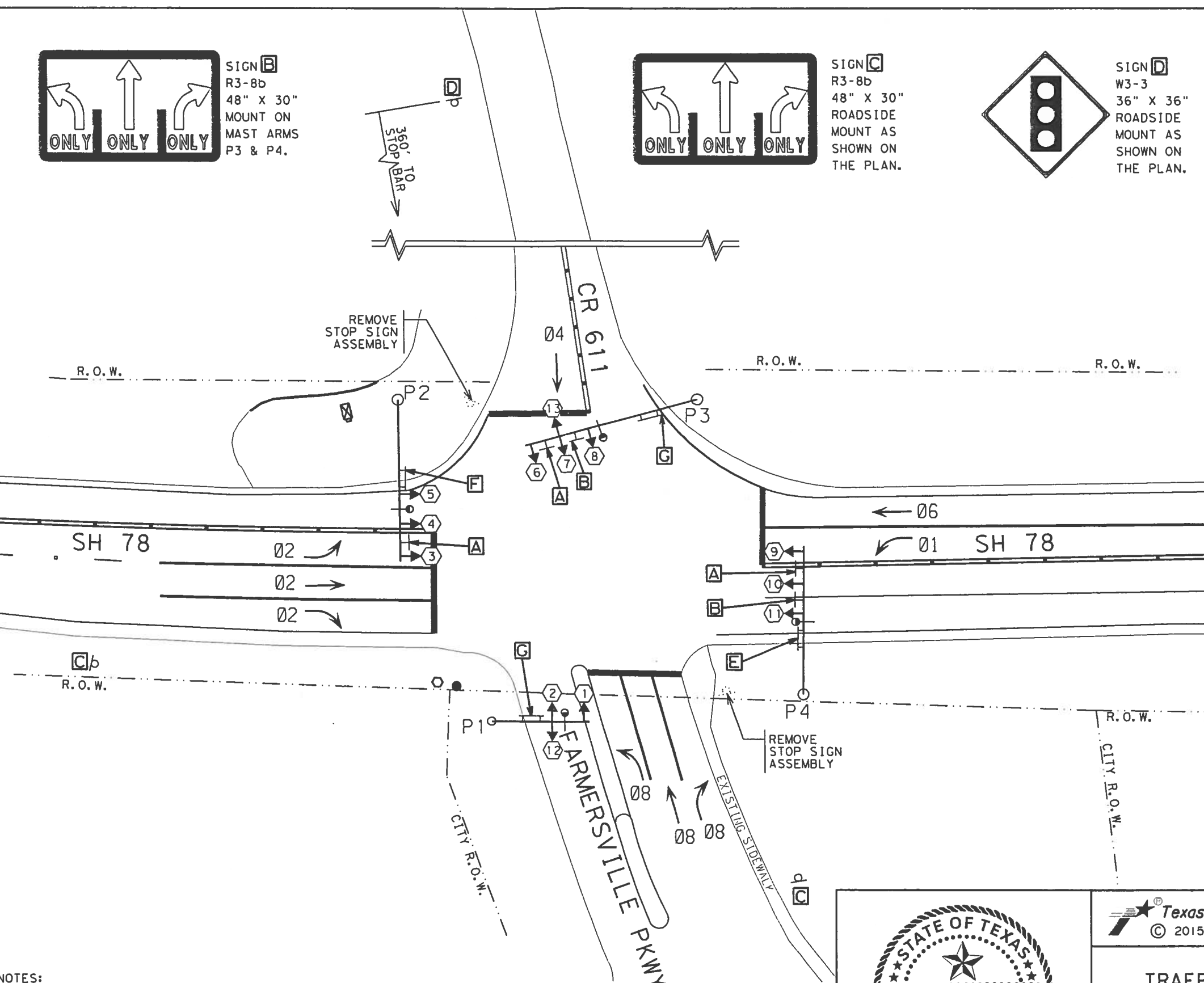
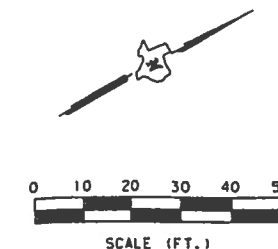
SIGN B
R3-8b
48" X 30"
MOUNT ON
MAST ARMS
P3 & P4.



SIGN C
R3-8b
48" X 30"
ROADSIDE
MOUNT AS
SHOWN ON
THE PLAN.



SIGN D
W3-3
36" X 36"
ROADSIDE
MOUNT AS
SHOWN ON
THE PLAN.



NOTES:

SIGN LOCATIONS SHOWN ON PLAN ARE DIAGRAMMATIC. PLACE SIGNS IN CONFORMANCE WITH THE 2011 "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" REVISION 2 AS DIRECTED BY THE ENGINEER.

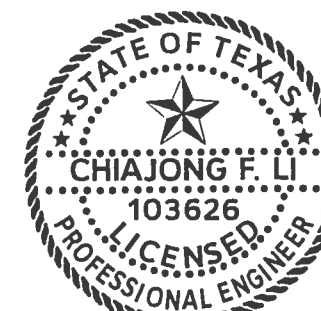
SIGNS "A-D" SHALL CONFORM TO SPECIFICATIONS FOR REGULATORY AND WARNING SIGNS ON STANDARD TSR(4).

ILSN SIGNS "E-G" WILL BE FURNISHED BY CITY AND INSTALLED BY THE CONTRACTOR.

SIGNS C AND D WILL BE PAID FOR BY ITEM 644. OTHER SIGNS ARE SUBSIDIARY TO ITEM 680.

LEGEND

— OR — OR — PROPOSED SIGN

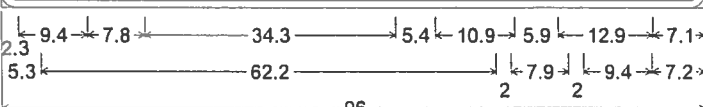


Chiajong F. Li, P.E. 6/2/15
Signature of Registrant & Date

Texas Department of Transportation
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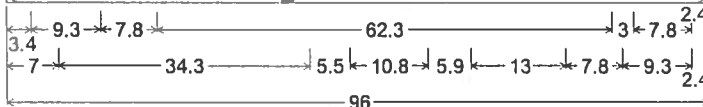
TRAFFIC SIGNAL PLAN
SH 78 AT FARMERSVILLE PKWY

1" = 40'				SHEET 4 OF 8
DESIGN	FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
CFL	6	(SEE TITLE SHEET)		SH 78
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
CFL	TEXAS	DALLAS	COLLIN	
CHECK	LDL	CONTROL	SECTION	JOB
CFL	0918	00	186	



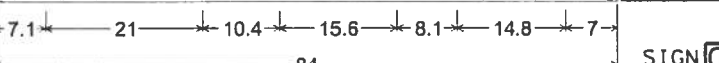
2.0" Radius, 1.0" Border, White on Green;
Standard Arrow Custom 9.4" X 5.4" 180°; [] ClearviewHwy-3-W;
[] ClearviewHwy-3-W; [County Rd 611] ClearviewHwy-2-W;
[] ClearviewHwy-3-W; [] ClearviewHwy-3-W;
[Farmersville] ClearviewHwy-2-W; [Pkwy] ClearviewHwy-1-W;
Standard Arrow Custom 9.4" X 5.4" 0°;

SIGN E
D3-1
144" X 24"
MOUNT ON
MAST ARM P4.



2.0" Radius, 1.0" Border, White on Green;
Standard Arrow Custom 9.4" X 5.4" 180°; [] ClearviewHwy-3-W;
[] ClearviewHwy-3-W; [Farmersville] ClearviewHwy-2-W;
[Pkwy] ClearviewHwy-1-W; [] ClearviewHwy-3-W;
[County Rd 611] ClearviewHwy-2-W; [] ClearviewHwy-3-W;
[] ClearviewHwy-3-W; [] ClearviewHwy-3-W;
Standard Arrow Custom 9.4" X 5.4" 0°;

SIGN F
D3-1
144" X 24"
MOUNT ON
MAST ARM P2.



1.5" Radius, 0.5" Border, White on Green;
Rounded Rectangle 1.5" Radius;
[] ClearviewHwy-3-W; [] ClearviewHwy-3-W;
[SH 78] ClearviewHwy-3-W; [] ClearviewHwy-3-W;
[] ClearviewHwy-3-W;

SIGN G
D3-1
84" X 18"
MOUNT ON
MAST ARMS
P1 & P3.

NOTES:
CITY OF FARMERSVILLE WILL FURNISH ABOVE ILSN SIGNS.
CALL CITY AT 972-822-7044 TO PICK UP SIGNS.

Chiajong F. Li, P.E. 6/2/15
Signature of Registrant & Date

Texas Department of Transportation
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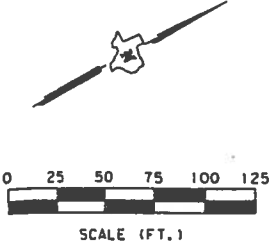
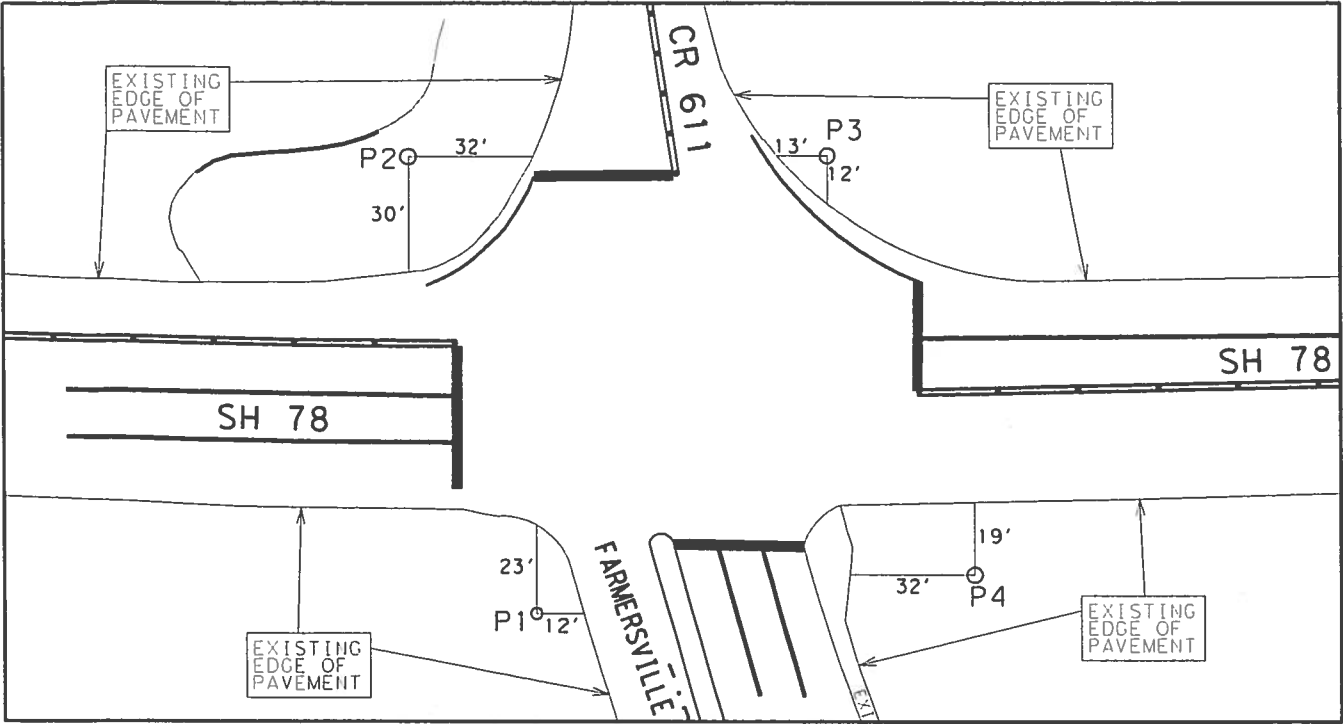
TRAFFIC SIGNAL PLAN
SH 78 AT FARMERSVILLE PKWY

SHEET 5 OF 8

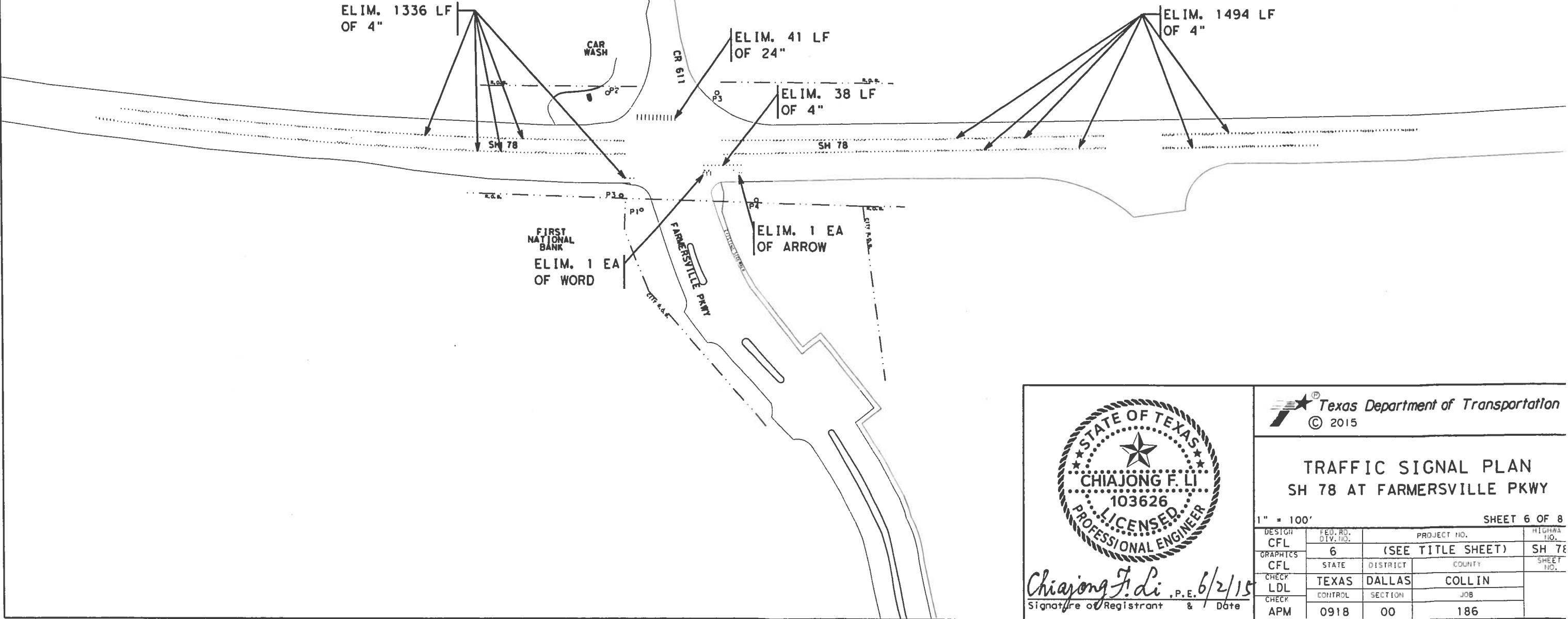
DESIGN	FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
CFL	6	(SEE TITLE SHEET)		SH 78
GRAPHICS	CFL	STATE	DISTRICT	COUNTY
CHECK	LDL	TEXAS	DALLAS	COLLIN
CHECK	APM	CONTROL	SECTION	JOB
		0918	00	186

SUMMARY OF MARKING REMOVAL		
DESCRIPTION	UNIT	QUAN.
ELIM EXT PAV MRK & MRKS (4")	LF	2868
ELIM EXT PAV MRK & MRKS (24")	LF	41
ELIM EXT PAV MRK & MRKS (ARROW)	EA	1
ELIM EXT PAV MRK & MRKS (WORD)	EA	1

NOTE:
REMOVE MARKINGS AS DIRECTED BY THE ENGINEER.



SIGNAL POLE LOCATIONS (FOR REFERENCE ONLY)



Chiajong F. Li, P.E. 6/2/15
Signature of Registrant & Date

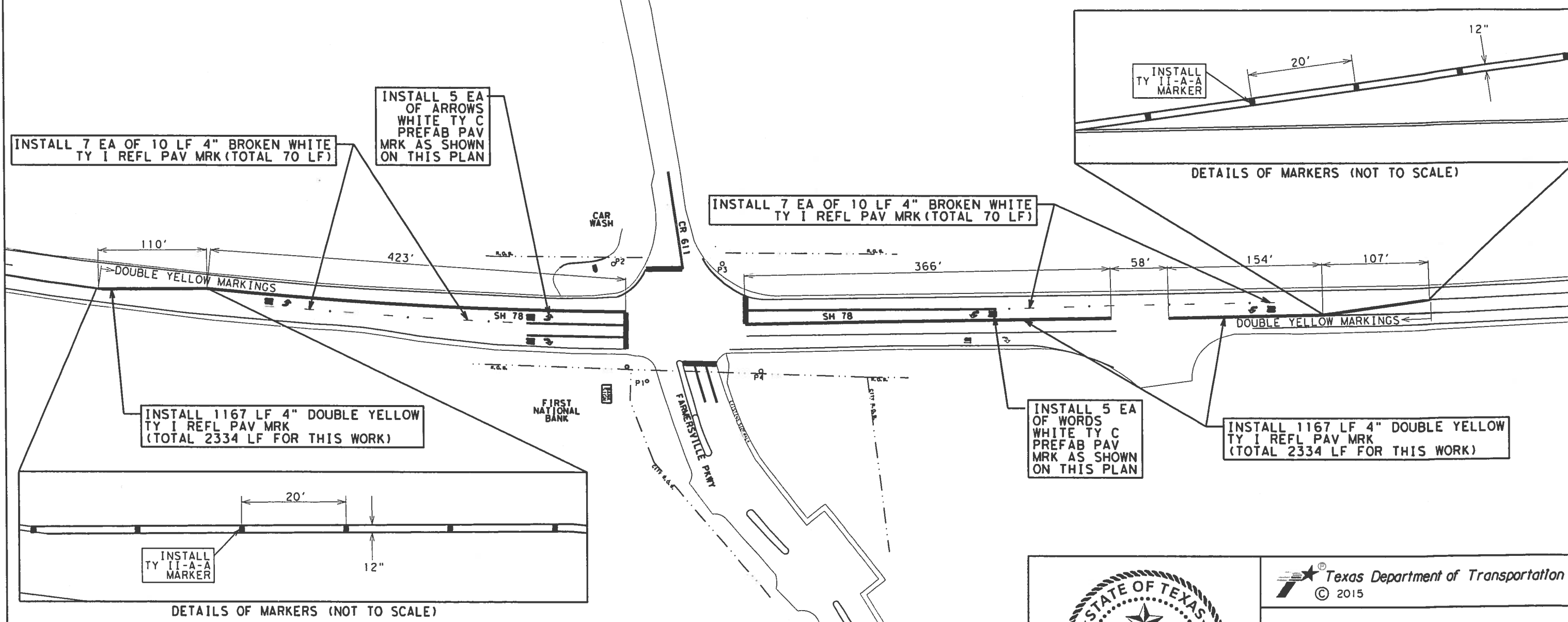
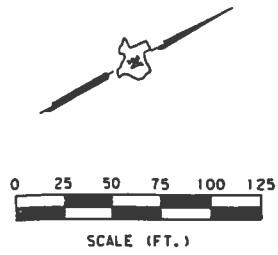
Texas Department of Transportation
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TRAFFIC SIGNAL PLAN
SH 78 AT FARMERSVILLE PKWY

1" = 100' SHEET 6 OF 8

DESIGN	FED. RD. DIV. NO.	PROJECT NO.	HIGHWAY NO.
CFL	6	(SEE TITLE SHEET)	SH 78
GRAPHICS	STATE	DISTRICT	COUNTY
CFL	TEXAS	DALLAS	COLLIN
CHECK	LDL	CONTROL	SECTION
CHECK	APM	0918	00
			186

SUMMARY OF MARKER INSTALLATION		
DESCRIPTION	UNIT	QUAN.
TYPE I-C	EA	7
TYPE II-A-A	EA	69



NOTES:

MARKING LOCATIONS SHOWN ON PLAN ARE DIAGRAMMATIC. PLACE MARKINGS IN CONFORMANCE WITH THE 2011 "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" REVISION 2 AS DIRECTED BY THE ENGINEER.

THE PAVEMENT MARKINGS SHOWN AS "INSTALL" ON THE PLAN WILL BE NEW. OTHER PAVEMENT MARKINGS ARE EXISTING TO REMAIN.

Chiajong F. Li, P.E. 6/2/15
Signature of Registrant & Date

Texas Department of Transportation
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TRAFFIC SIGNAL PLAN
SH 78 AT FARMERSVILLE PKWY

1" = 100' SHEET 7 OF 8

DESIGN CFL	FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
GRAPHICS CFL	6	(SEE TITLE SHEET)		SH 78
CHECK LDL	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK APM	TEXAS	DALLAS	COLLIN	
	CONTROL	SECTION	JOB	
	0918	00	186	

NOTES:

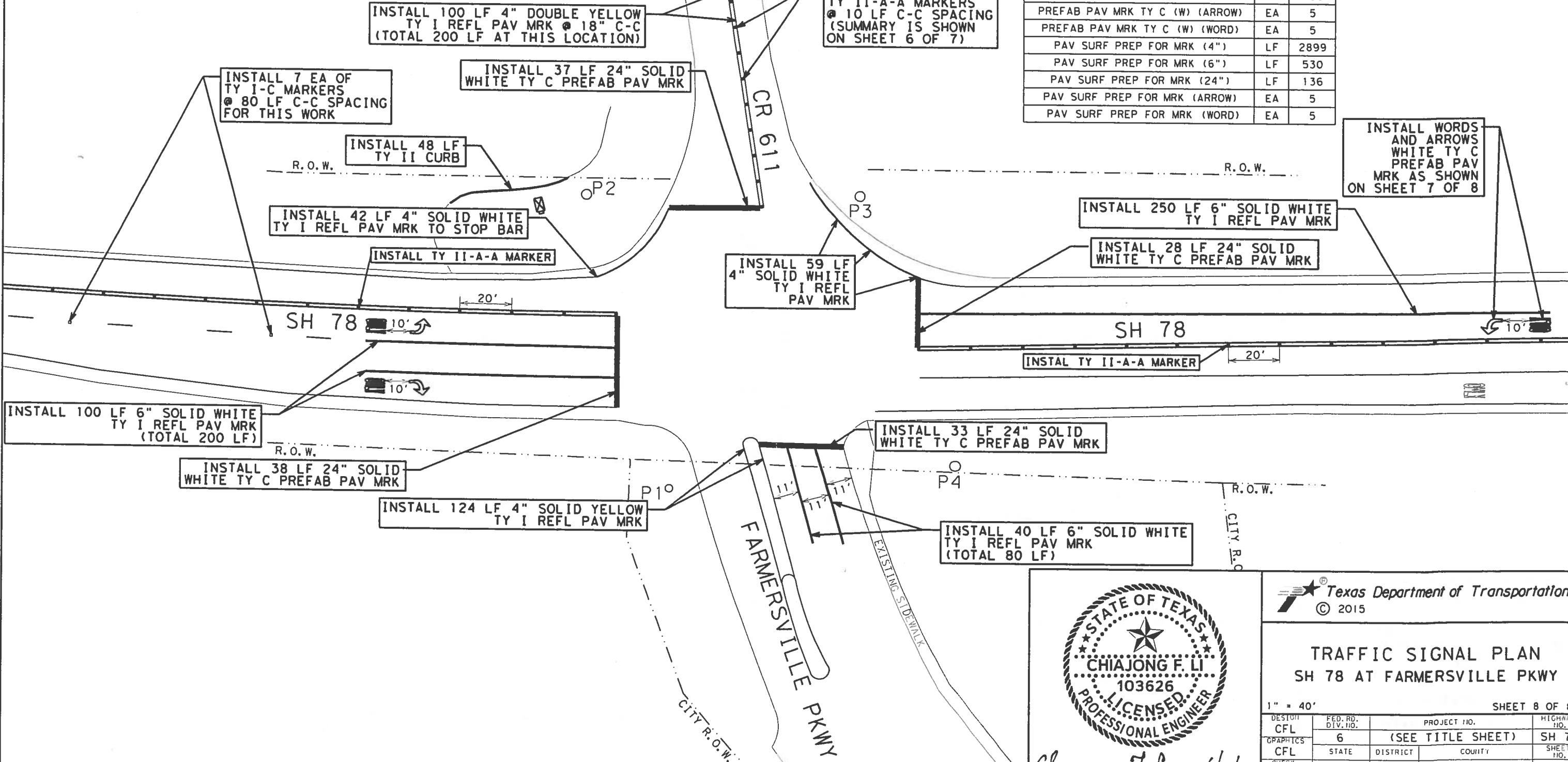
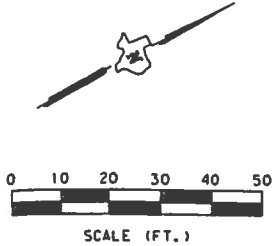
MARKING LOCATIONS SHOWN ON PLAN ARE DIAGRAMMATIC. PLACE MARKINGS IN CONFORMANCE WITH THE 2011 "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" REVISION 2 AS DIRECTED BY THE ENGINEER.

THE PAVEMENT MARKINGS SHOWN AS "INSTALL" ON THE PLAN WILL BE NEW. OTHER PAVEMENT MARKINGS ARE EXISTING TO REMAIN.

SUMMARY OF ITEM 529*			
LOCATION	TYPE	UNIT	QUAN.
POLE P2	CONC CURB (TY II)	LF	48

*FOR CONTRACTOR'S INFORMATION ONLY.

SUMMARY OF MARKING INSTALLATION		
DESCRIPTION	UNIT	QUAN.
REFL PAV MRK TY I (W) 4" (SLD)	LF	101
REFL PAV MRK TY I (W) 4" (BRK)	LF	140
REFL PAV MRK TY I (W) 6" (SLD)	LF	530
REFL PAV MRK TY I (Y) 4" (SLD)	LF	2658
PAVEMENT SEALER 4"	LF	2899
PAVEMENT SEALER 6"	LF	530
PAVEMENT SEALER 24"	LF	136
PAVEMENT SEALER (ARROW)	EA	5
PAVEMENT SEALER (WORD)	EA	5
PREFAB PAV MRK TY C (W) 24" (SLD)	LF	136
PREFAB PAV MRK TY C (W) (ARROW)	EA	5
PREFAB PAV MRK TY C (W) (WORD)	EA	5
PAV SURF PREP FOR MRK (4")	LF	2899
PAV SURF PREP FOR MRK (6")	LF	530
PAV SURF PREP FOR MRK (24")	LF	136
PAV SURF PREP FOR MRK (ARROW)	EA	5
PAV SURF PREP FOR MRK (WORD)	EA	5



STATE OF TEXAS

CHIAJONG F. LI

103626

LICENSED PROFESSIONAL ENGINEER

Chiajong F. Li, P.E. 6/2/15

Signature of Registrant & Date

Texas Department of Transportation

© 2015

TRAFFIC SIGNAL PLAN

SH 78 AT FARMERSVILLE PKWY

1" = 40' SHEET 8 OF 8

DESIGN	FED. RD. DIV. NO.	PROJECT NO.	HIGHWAY NO.
CFL	6	(SEE TITLE SHEET)	SH 7
GRAPHICS	STATE	DISTRICT	COUNTY
CFL	TEXAS	DALLAS	COLLIN
CHECK	CONTROL	SECTION	JOB
LDL	0918	00	186
CHECK	APM		

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DISCLAIMER:

DATE: _____
FILE: _____

FOUNDATION DESIGN TABLE

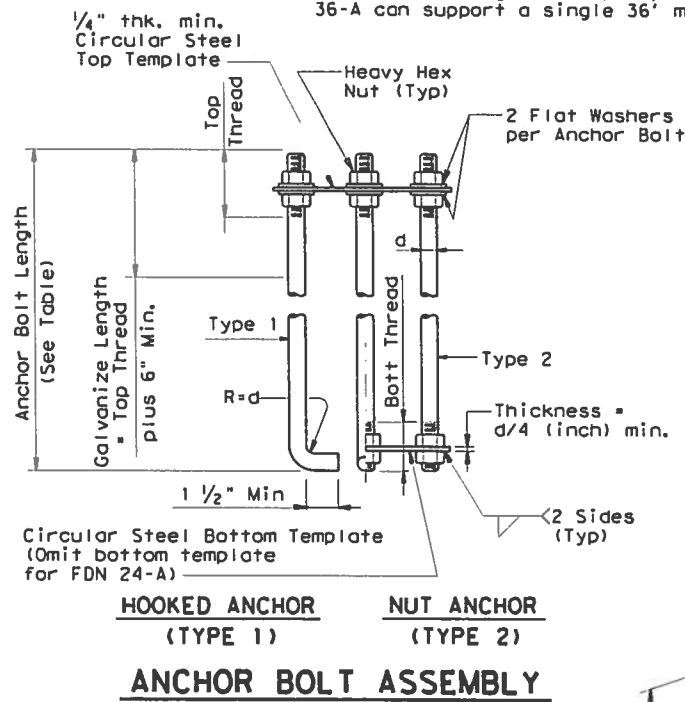
FDN TYPE	DRILLED SHAFT DIA	REINFORCING STEEL		EMBEDDED DRILLED SHAFT LENGTH-ft (4), (5), (6)			ANCHOR BOLT DESIGN (1)				FOUNDATION DESIGN LOAD (2)		TYPICAL APPLICATION
		VERT BARS	SPIRAL & PITCH	TEXAS CONE PENETROMETER N Blows/ft			ANCHOR BOLT DIA	F _y (ksi)	BOLT CIR DIA	ANCHOR TYPE	MOMENT K-ft	SHEAR Kips	
				10	15	40							
24-A	24"	4- #5	#2 at 12"	5.7	5.3	4.5	¾"	36	12 ¾"	1	10	1	Pedestal pole, pedestal mounted controller.
30-A	30"	8- #9	#3 at 6"	11.3	10.3	8.0	1 ½"	55	17"	2	87	3	Mast arm assembly. (see Selection Table)
36-A	36"	10- #9	#3 at 6"	13.2	12.0	9.4	1 ¾"	55	19"	2	131	5	Mast arm assembly. (see Selection Table) 30' strain pole with or without luminaire.
36-B	36"	12- #9	#3 at 6"	15.2	13.6	10.4	2"	55	21"	2	190	7	Mast arm assembly. (see Selection Table) Strain pole taller than 30' & strain pole with mast arm
42-A	42"	14- #9	#3 at 6"	17.4	15.6	11.9	2 ¼"	55	23"	2	271	9	Mast arm assembly. (see Selection Table)

FOUNDATION SELECTION TABLE FOR STANDARD MAST
ARM PLUS ILSN SUPPORT ASSEMBLIES (ft)

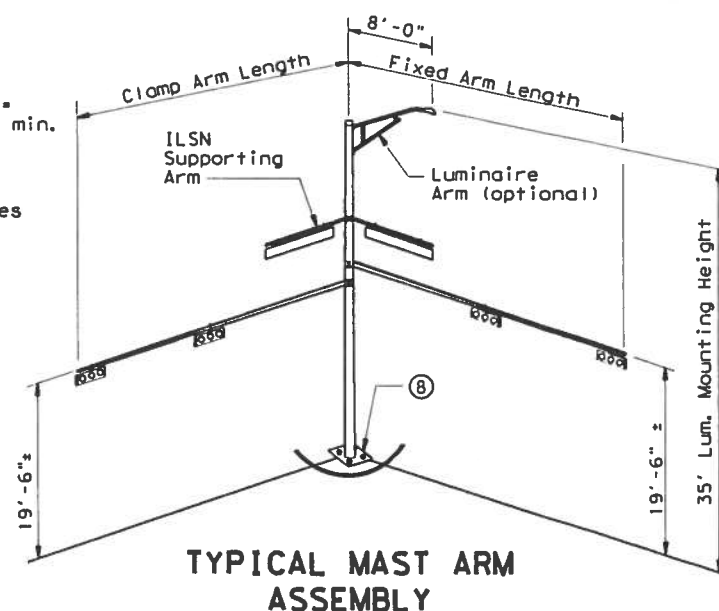
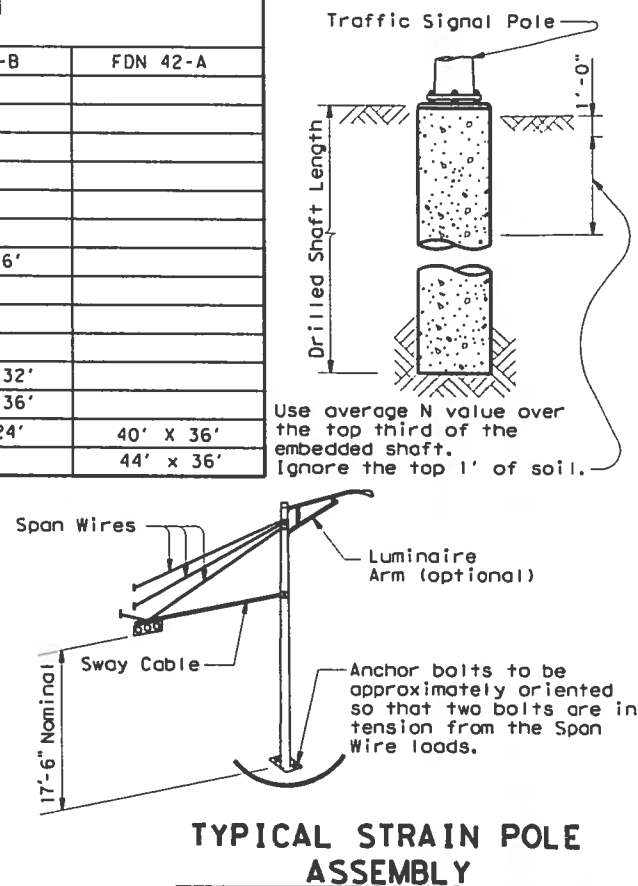
		FDN 30-A	FDN 36-A	FDN 36-B	FDN 42-A
80 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH	32'	48'		
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS	24' X 24'			
		28' X 28'			
		32' X 28'	32' X 32'		
			36' X 36'		
			40' X 36'		
			44' X 28'	44' X 36'	
100 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH		36'	44'	
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS		24' X 24'		
			28' X 28'		
			32' X 24'	32' X 32'	
				36' X 36'	
				40' X 24'	40' X 36'
					44' X 36'

EXAMPLE:

1. For 80mph design wind speed, foundation 30-A can support up to a 32' arm with another arm up to 28'
2. For 100mph design wind speed, foundation 36-A can support a single 36' mast arm.



⑧ Orient anchor bolts orthogonal with the fixed arm direction to ensure that two bolts are in tension under dead load.

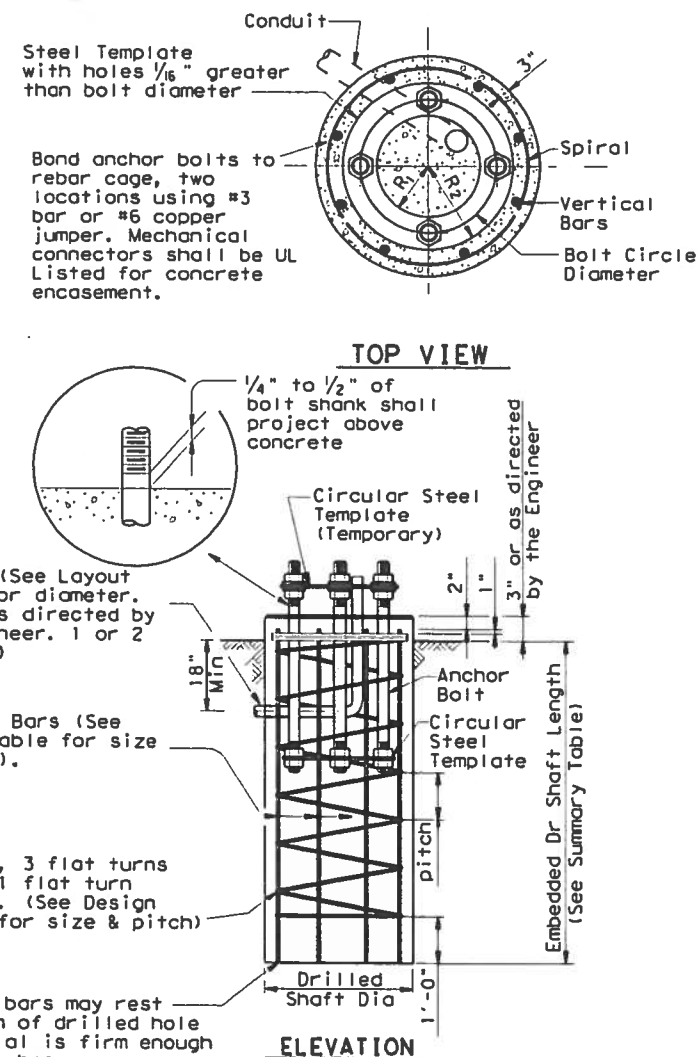


NOTES:

- ① Anchor bolt design develops the foundation capacity given under Foundation Design Loads.
- ② Foundation Design Loads are the allowable moments and shears at the base of the structure.
- ③ Foundations may be listed separately or grouped according to similarity of location and type. Quantities are for the Contractor's information only.
- ④ Field Penetrometer readings at a depth of approximately 3 to 5 feet may be used to adjust shaft lengths.
- ⑤ If rock is encountered, the Drilled Shaft shall extend a minimum of two diameters into solid rock.
- ⑥ Decimal lengths in Design Table are to allow interpolation for other penetrometer values. Round to nearest foot for entry into Summary Table.

ANCHOR BOLT & TEMPLATE SIZES						
BOLT DIA IN.	⑦ BOLT LENGTH	TOP THREAD	BOTTOM THREAD	BOLT CIRCLE	R ₂	R ₁
¾"	1' - 6"	3"	—	12 ¾"	7 ⅞"	5 ⅝"
1 ½"	3' - 4"	6"	4"	17"	10"	7"
1 ¾"	3' - 10"	7"	4 ½"	19"	11 ¼"	7 ¾"
2"	4' - 3"	8"	5"	21"	12 ½"	8 ½"
2 ¼"	4' - 9"	9"	5 ½"	23"	13 ¾"	9 ¼"

⑦ Min dimensions given,
longer bolts are acceptable.

FOUNDATION SUMMARY TABLE ⁽³⁾

LOCATION IDENTIFICATION	AVG. N BLOW /ft.	FDN TYPE	NO. EA	DRILLED SHAFT LENGTH (6) (FEET)				
				24-A	30-A	36-A	36-B	42-A
FARMERSVILLE PI	10	36-A	1			13		
TOTAL DRILLED SHAFT LENGTHS						13		

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and interim revisions thereto.

Reinforcing steel shall conform to Item 440,
"Reinforcing Steel".

Concrete shall be Class "C".

Threads for anchor bolts and nuts shall be rolled or cut threads of 8UN series up to 2" in diameter or UNC series for all sizes. Bolts and nuts shall have Class 2A and 2B fit tolerances. Galvanized nuts shall be topped after galvanizing.

Anchor bolts that are larger than 1" in diameter shall conform to "alloy steel" or "medium-strength mild steel" per Item 449, "Anchor Bolts". Anchor bolts that are 1" in diameter or less shall conform to ASTM A36. Galvanize a minimum of the top end thread length plus 6" for all anchor bolts unless otherwise noted. Exposed washers and exposed nuts shall be galvanized. All galvanizing shall be in accordance with Item 445, "Galvanizing".

Templates and embedded nuts need not be galvanized. Lubricate and tighten anchor bolts when erecting the structure in accordance with Item 449, "Anchor Bolts".



TRAFFIC SIGNAL
POLE FOUNDATION

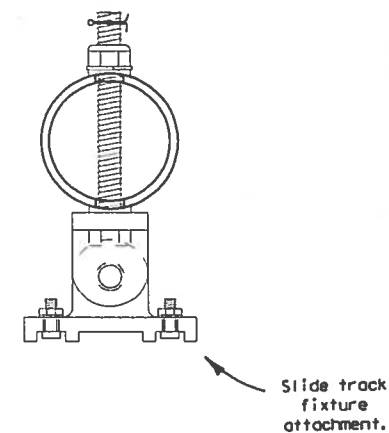
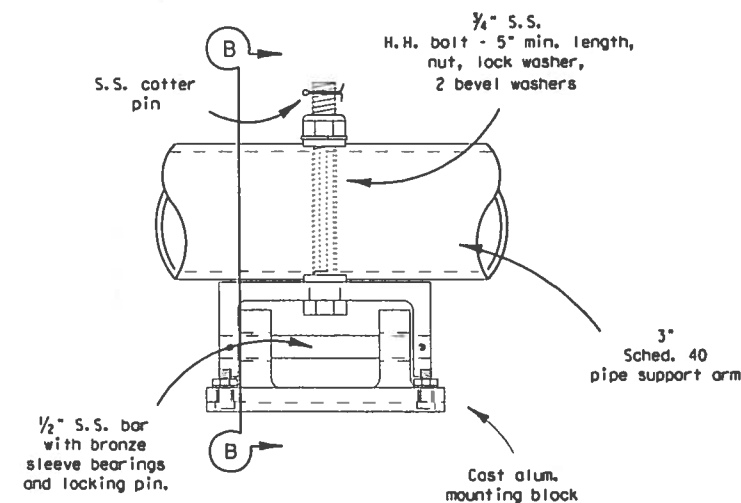
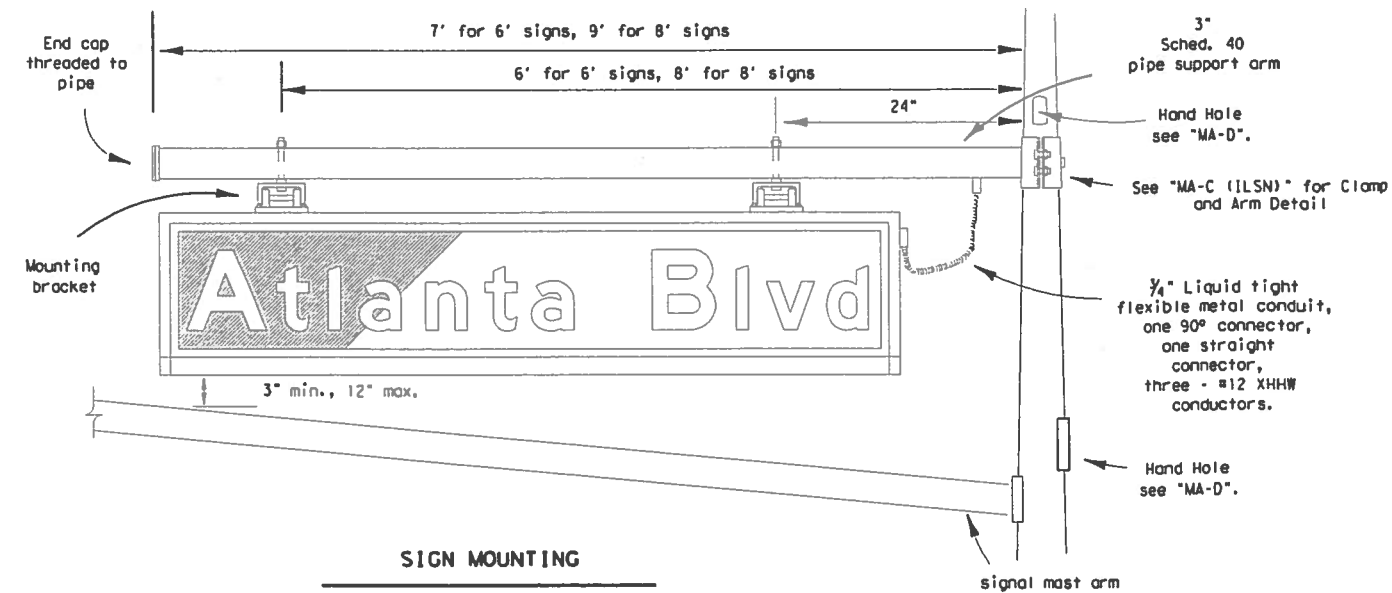
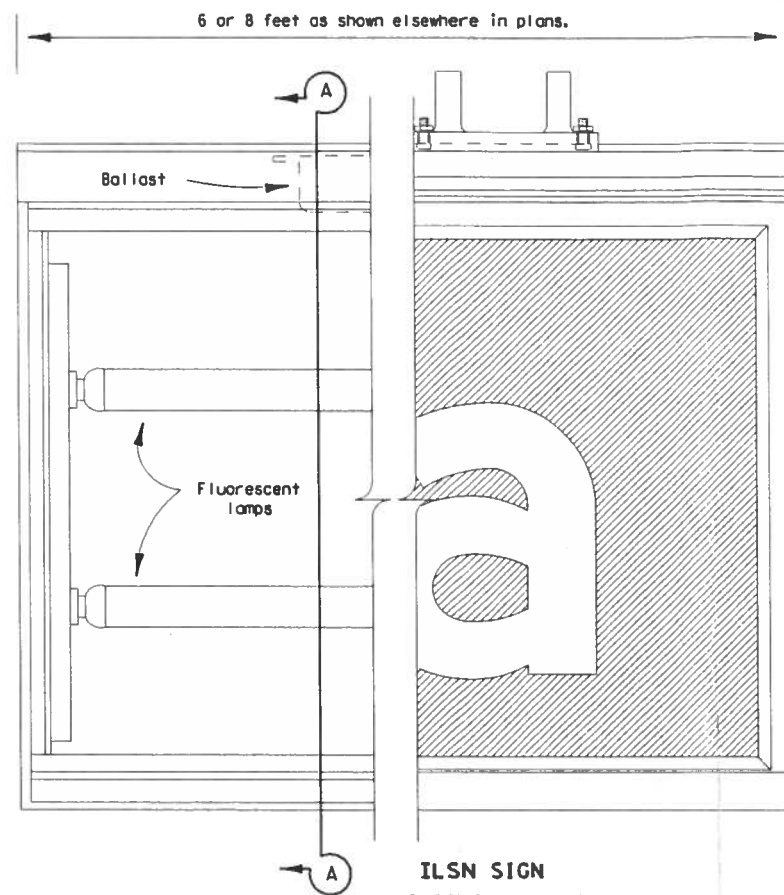
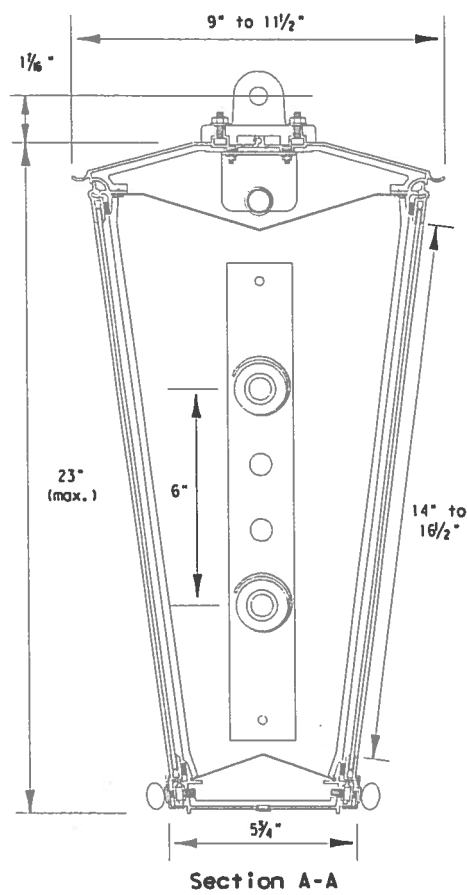
TS-FD-12

9-96 11-99 1-12		(C) T. DOT August 1995 REVISIONS	DTS MS 0918	CRI JST 00	DRT MAO/MNF 186	CRI JST SH 78
			CONT SECT DIST	JOB COUNTY	HIGHWAY SHEET	
			18	COLLIN		

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

INTERNALLY LIGHTED STREET NAME SIGN DETAILS



ILSN SIGN NOTES:

1. Eight foot ILSN sign shall not exceed 11.5 sq. ft. effective projected area (EPA) and shall not exceed a weight of 85 lbs.
Six foot ILSN sign shall not exceed 8.7 sq. ft. EPA and shall not exceed a weight of 70 lbs.
2. Sign message shall be as shown elsewhere in the plans.
3. See Special Specification, "Internally Lighted Street Name Signs" for additional details.

EXPLANATION OF DESCRIPTION

ILSN Sign		6	S
Internally lighted street name sign			
Sign length:		6 or 8 ft.	
Single or double face			

Texas Department of Transportation
Traffic Operations Division

STREET NAME SIGN DETAILS (ILLUMINATED)

SNS-95

© TxDOT August 1995		CONTRACT	SECTION	JOB	HIGHWAY
REVISIONS		0918	00	186	VA
		DIST	COUNTY		SHEET NO.
		18	DALLAS, ETC.		



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: June 23, 2015

SUBJECT: Consider, discuss and act upon an agreement with TxDOT for the furnishing, installing and maintenance of traffic signal preemption equipment

- An agreement is attached for review.

ACTION: Approve or disapprove the agreement as presented.

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**AGREEMENT FOR THE FURNISHING, INSTALLING AND
MAINTENANCE OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and the City of Farmersville, hereinafter called the "City", acting by and through its duly authorized officers.

W I T N E S S E T H

WHEREAS, the State owns and maintains a system of highways and roadways in the Town of Little Elm pursuant to Transportation Code, Section 201.103; and

WHEREAS, the City or its contractor has requested to install emergency vehicle preemption systems at the locations listed on Exhibit A;

WHEREAS, the State and the City are in agreement that the proposed systems will be installed;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

ARTICLE 1. CONTRACT PERIOD

This agreement becomes effective on final execution by the State and shall remain in effect as long as said traffic signal preemption equipment is in operation at the described locations.

ARTICLE 2. TERMINATION

This agreement may be terminated by one of the following conditions:

- 1) By mutual agreement of both parties;
- 2) By the State giving written notice to the City or its contractor as consequence of failure by the City or its contractor to satisfactorily perform the services and obligations set forth in this agreement, with proper allowances being made for circumstances beyond the control of the City or its contractor;
- 3) By either party upon thirty (30) days written notice to the other.

ARTICLE 3. COMPENSATION

No compensation shall be paid for this agreement.

ARTICLE 4. PERSONNEL, EQUIPMENT, AND MATERIAL

- A.** The City or its contractor will use labor and supervisory personnel employed directly by the City or its contractor, and use City owned or its contractor owned machinery, equipment, and vehicles necessary for the work. In the event that the City or its contractor does not have the machinery, equipment, and vehicles necessary to perform the work, the machinery, equipment, and vehicles may be rented or leased as necessary.
- B.** No reimbursement shall be paid for any materials supplied by the City or its contractor. All materials shall be new and undepreciated stock.

- C. Any necessary changes to the existing signal required to install the preemption system will be at the City's expense.
- D. If it becomes necessary to adjust, replace or reinstall the preemption system due to reconstruction of the intersection or upgrading of the signals, it shall be done by the City at City expense.

ARTICLE 5. INSPECTION OF WORK

- A. The State shall make suitable and complete inspection of all materials, and equipment, and the work of installation to determine and permit certification that the components meet all applicable requirements and are in suitable condition for operation and maintenance by the City or its contractor after its completion. All components of the system will be subject to random testing and inspections by the State.
- B. The City or its contractor will provide opportunities, facilities, and representative samples, as may be required, to enable the State to carry on initial and random inspections of all materials and application methods; sufficient to afford determination and certification by the State that all parts of the installation and the component materials comply with the State standards and specifications. The State will promptly notify the City or its contractor of any failure of materials, equipment, or installation methods, and the City or its contractor will take such measures necessary to obtain acceptable systems components and installation procedures without delay.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

The parties agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives and agents. State shall not be held responsible for the operation (or non-operation) of the preempt equipment, or for any effect it may have on emergency vehicle response.

ARTICLE 7. DE-ACTIVATION OF THE PREEMPT SYSTEM

The State reserves the right to disconnect the preempt system from the traffic signals should any problem arise affecting the State including that the State has determined that the preemption is being abused. The State will notify the appropriate City office of the de-activation of the preempt system. Upon correction of the problem the preempt system would be re-connected.

ARTICLE 8. PREEMPTION INSTALLATION REQUIREMENTS

The City or its contractor shall furnish and install an aluminum lockable cabinet for the preemption system equipment. The preemption cabinet shall be attached to the State's traffic signal cabinet by means of a two (2) inch Myer's hub supplied by the City or its contractor. The City or its contractor will furnish and install a Cannon type disconnect plug between the State's traffic signal cabinet and the preemption cabinet. The State will furnish 120 volts AC power to the preemption cabinet for all auxiliary equipment. All transformation of power shall take place within the preemption cabinet. The State will allow the preemption equipment to monitor all outgoing green traffic signal indications. The preemption equipment will supply a maximum of four preemption inputs.

ARTICLE 9. REPORTS

Upon written request, the City will be required to supply the State with a list of preemptions. The list shall show date, time, intersection, direction, and duration of each preemption and vehicle identification information of the emergency vehicle requesting each preemption. At the request

of the State, the Local Government shall submit any information required by the State in the format directed by the State.

ARTICLE 10. REMEDIES

Violation or breach of contract terms by the City or its contractor shall be grounds for termination of the agreement, and any increased cost arising from the City or its contractor's default, breach of contract, or violation of terms shall be paid for by the City or its contractor. This agreement shall not be considered as specifying the exclusive remedy for default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

If at any time, the City or its contractor fails to assume the maintenance and operations responsibilities for the preemption systems in a satisfactory manner as determined by the State, the State reserves the right to arrange for maintenance and operations at the expense of the City or its contractor. The State shall contact the appropriate City authority prior to the arrangement for alternative maintenance.

ARTICLE 11. INSURANCE

The City shall provide necessary safeguards to protect the public on State-maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the preemption equipment, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right-of-way, the City's construction contractor shall submit to the State a fully executed copy of the State's form 1560 Certificate of Insurance and shall maintain the required coverage during the construction of all work associated with this agreement.

ARTICLE 12. SUBLETTING

The City or its contractor shall not sublet or transfer any portion of its responsibilities and obligations under this agreement unless specifically authorized in writing by the State. In the event the City or its contractor enters into subcontracts, the subcontractors must adhere to the provisions of this agreement.

ARTICLE 13. SUCCESSORS AND ASSIGNS

The City or its contractor shall not assign or otherwise transfer its rights or obligations under this agreement except with the prior written consent of the State.

ARTICLE 14. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 15. INSPECTION OF CITY'S BOOKS AND RECORDS

- A.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
- B.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract.

Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 16. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
City of Farmersville	Texas Department of Transportation
Attn: City Manager/Public Works Director	Attn: Director of Operations
205 South Main Street	PO Box 133067
Farmersville, TX 75442	Dallas, TX 75313-3067

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

ARTICLE 17. GOVERNING LAWS AND VENUE

This agreement shall be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations under this agreement must be filed in Travis County, Texas.

ARTICLE 18. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting within the subject matter.

ARTICLE 19. REVISIONS TO EXHIBIT A

Revisions to the locations listed in Exhibit A may be made if submitted in writing by the City and initialed by both parties.

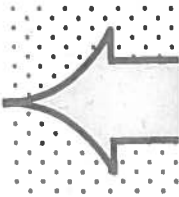
IN WITNESS WHEREOF, the State and the City have signed duplicate counterparts of this agreement.

THE CITY OF FARMERSVILLE

Executed on behalf of the City by:

By _____ Date _____

Typed or Printed Name and Title _____



THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____

James K. Selman, P.E.
Dallas District Engineer

EXHIBIT A

SH 78 and Farmersville Pkwy



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: June 23, 2015

SUBJECT: Update on Chaparral Trail projects

- An update is attached for review.

ACTION: No action is required.

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 III)	\$300,000	\$150,000 (4B, \$60K 2013) (4B, \$60K 2014) (CoF, \$30K 2014)	Feb-15	Jun-15	Activity in work: bollards, railing, kiosks, sign backing, crossings. Complete activity: Onion Shed parking lot, benches, trash cans, decomposed granite, bridge, crack sealing.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: June 23, 2015

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

- An update is attached for review.

ACTION: No action is required.

Street GO Bond Project Status

Project Number	Project Name	Current Budget	Actual Bond CTD	Status	Estimated Construction Start Date	Estimated Construction End Date
Street Projects						
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	156,119	156,119	Complete	Apr-13	Aug-14
2	Orange Street Overlay (380 to Old Josephine, Partially County Funded)	59,589	59,589	Complete	Oct-14	Nov-14
3	CR557 Overlay (US 380 to SH 78), Majority County Funded	265	265	Complete	Oct-12	Jul-13
4	Westgate Overlay (Hwy 78 to Wilcoxson)	203,627	203,627	Complete	Dec-13	May-14
5	Hamilton Overlay (McKinney to Yucca)	342,243	342,243	Complete	May-14	Sep-14
6	Hamilton Street Overlay (Yucca to Gaddy)			Complete	May-14	Sep-14
7	Central Overlay (College to Prospect)	103,607	103,607	Complete	Apr-14	May-14
8	Beech Street Overlay (Main to Beene)	247,718	247,718	Complete	Aug-14	Oct-14
9	Windom Overlay (Maple to McKinney)	48,053	48,053	Complete	Nov-14	Nov-14
10	South Washington Overlay (Farmersville Parkway to Sid Nelson)	145,410	59,532	Construction	Mar-15	Jul-15
11	Sid Nelson Overlay (South Washington to Hamilton)	240,963	688	Contract	Apr-15	Aug-15
12	Hamilton Street (380 to Farmersville Parkway)	1,384,000	22,209	Engineering	Jun-15	Oct-15
13	Santa Fe Reconstruct (Johnson to Main)	92,001	35,814	Construction	Mar-15	Jul-15
14	Locust Street Overlay	297,120	274	Contract	Jun-15	Aug-15
15	Street Signs and Installation	95,000	2,048	Ready for Construction	Dec-15	Sep-15
Street Projects Total		3,415,715	1,281,787	2,133,928		
Street Projects GO Bond Allocation		3,575,000				

Water/Wastewater GO Bond Project Status

Project Number	Project Name	Current Budget	Actual Bond CTD	Status	Estimated Construction Start Date	Estimated Construction End Date
Water Projects						
16	North ET/North Main Street	658,800	606,378	Complete	Apr-14	Feb-15
17	Sycamore St/Hwy 78/N Washington			Complete	Apr-14	Oct-14
18	Hamilton St	24,737	24,737	Complete	Jun-14	Jul-14
19	Houston/Austin Street	170,000	19,772	Contract	Jul-15	Sep-15
20	Automated Meter Reading System	520,000	410,116	Construction	Mar-13	Sep-15
21	Bob Tedford Drive	94,699	94,699	Complete	Nov-14	Mar-15
22	S Washington/Sante Fe	150,000	2,799	Construction	Jun-15	Jul-15
23	CR 608/CR 609	0		N/A		
Wastewater Projects						
24	S Main & Abbey – Gravity Main	18,750		Engineering	Jul-15	Nov-15
25	Hwy 78 & Maple St – Gravity Main	18,750		Engineering	Jul-15	Nov-15
26	Hwy 78 & CR 611 – Gravity Main	18,750		Engineering	Jul-15	Nov-15
27	Floyd St – Lift Station	75,000		Engineering	Aug-15	Dec-15
28	Sycamore – Gravity Main	16,497	16,497	Complete	May-13	Jul-13
29	Hamilton St - Gravity Main	16,608	16,608	Complete	Jun-14	Jul-14
30	Hwy 380 & Welch Dr – Gravity Main	0		Not Started	Jun-15	Dec-15
31	Hwy 380 (AFI to Floyd St) – Lift Station & Force Main	550,000		Not Started	Aug-15	Dec-15
32	Locust – Gravity Main	50,000		Engineering	Jul-15	Jul-15
Water and Wastewater Projects Total		2,382,591	1,191,604	1,190,987		
Water and Wastewater Projects GO Bond		2,400,000				



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: June 23, 2015

SUBJECT: Update on Highway 380 project

- An update is attached for review

ACTION: No action is required.

US 380 Highway Project Status

1. 1st Railroad Bridge, Passing Track: Complete.
2. 2nd Railroad Bridge, Main Track: Dec 2014 thru August 2015
3. 380 Roadway, East Bound: Complete. Open to one-way traffic in July.
 - a. East Bound Off-Ramp (Southwest Ramp), June 2015
 - b. East Bound On-Ramp (Southeast Ramp), Complete. Two-way ramp.
4. 380 Roadway, West Bound: June or early July 2015, awaiting striping
 - a. West Bound Off-Ramp (Northeast Ramp), Complete, opens with westbound traffic
 - b. West Bound On-Ramp (Northwest Ramp), Complete
 - c. Street interconnection, Floyd: Complete
 - d. Street interconnection, Mimosa: Complete
 - e. Street interconnection, Beene: Complete
 - f. Street interconnection, Rike: Complete
 - g. Street interconnection, Hamilton: Complete
 - h. Street interconnection, Raymond: Complete
 - i. Street interconnection, Orange: Complete
5. Main Street Bridge Construction: Complete
 - a. Main Street Roadway: Complete
6. Hill Street Crossing: Complete, sidewalk concrete complete, awaiting sod.
7. Walnut Street Crossing: September 2015
8. Main/Summit Street Crossing
 - a. Passing track: Complete
 - b. Main track: September 2015



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: June 23, 2015

SUBJECT: Update on wastewater treatment facility

- An update is attached for review

ACTION: No action is required.

Wastewater Treatment Plant Project Status

1. Kimley-Horn now under contract.
2. See preliminary engineering cost estimate from Jeff James at Kimley-Horn.
3. Currently working with 4A to see how much of the project engineering costs they will support over the next year.

CITY OF FARMERSVILLE REGIONAL WASTEWATER TREATMENT FACILITY

PRELIMINARY SCHEDULE AS OF June 2, 2015

<u>Task</u>	<u>Phase</u>	<u>Duration</u>	<u>Estimated Fee</u>
Coordination Tasks	Phase 1, 2 and 3	Entire Project	\$ 60,000.00

Wastewater Treatment Facilities Master Plan

All Tasks	Phase 1	6-8 mo.	\$ 115,000.00
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Sanitary Sewer Interceptor

Task 1 - Routing and Alignment	Phase 1	6-12 mo.	\$ 120,000.00
Task 2 - Preparation of Easement Descriptions	Phase 1	inclusive of Task 1	\$ 50,000.00
Task 3 - Preliminary Design	Phase 2	6 mo.	\$ 340,000.00
Task 4 - Permitting	Phase 2	inclusive of Task 3	\$ 35,000.00
Task 5 - Final Design	Phase 2	4 mo.	\$ 110,000.00
Task 6 - Bidding	Phase 3	2 mo.	\$ 10,000.00
Construction Phase Services	Phase 3	12-18 mo.	\$ 180,000.00

0.5 MGD Wastewater Treatment Facility

Task 1 - Preliminary Design	Phase 2	6 mo.	\$ 295,000.00
Task 2 - Final Design	Phase 2	6 mo.	\$ 350,000.00
Task 3 - Bidding	Phase 3	2 mo.	\$ 10,000.00
Construction Phase Services	Phase 3	12-18 mo.	\$ 180,000.00

Phase 1 Total	\$ 305,000.00
Phase 2 Total	\$ 1,150,000.00
Phase 3 Total	\$ 400,000.00
Project Total	\$ 1,855,000.00



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: June 23, 2015

SUBJECT: Update on ADA Transition Plan Task Force

- An update is attached for review

ACTION: No action is required.

City of Farmersville Transition Plan Physical Accessibility Guideline Checklist by Facility

For cost items: A = less than \$1000, B = Between \$1000 and \$5000, C = greater than \$5000

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost	
			2015	2016	2017	2018	2019			
City Hall										
A	Install directional signage at entrance	4B			X				A	
B	Provide vertical access to meeting room platform	1A			X				C	
C	Provide access to main entry door, providing route to public ROW and installing accessible parking	1G, 2B-2F, 4A, 5B1, 5D			X				B	
D	Enlarge and renovate men and women toilet rooms	8aA-8aM			X				C	
E	Provide meeting accommodations upon request	11B, 11C	X						A	
F	Provide accessible counter at reception desk	14A			X				B	
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				A	
B	Enlarge and renovate Unisex Toilet Room	8aA-8aM			X				B	
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			C	
B	Provide accessible counter at Reception Desk	14A				X			B	
C	Install directional signage at restricted Fire Department door	4C				X			A	
Senior Citizens Center										
A	Rework concrete to provide compliant parking, accessible route to Entry and accessible route to Public ROW	1G, 2C		X				Possible Centennial Committee project	C	
B	Raise bottom of accessible parking signs and strip accessible aisle	2F		X				Possible Centennial Committee project	A	
C	Install lever handles on doors	5E		X				Possible Centennial Committee project	A	
D	Correct 2" transition at Entry door threshold	5D		X				Possible Centennial Committee project	A	

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost
			2015	2016	2017	2018	2019		
E	Install toilet seats at 17" to 19" and relocate center line of water closet	8aC, 8aH		X				Possible Centennial Committee project	A
F	Install compliant grab bars	8aD		X				Possible Centennial Committee project	A
G	Install mirrors in Toilet Rooms	8aG		X				Possible Centennial Committee project	A
Charles Rike Library									
A	Rework concrete to provide compliant parking, accessible route to Entry and accessible route to Public ROW	1G, 2C, 2D		X				Possible Centennial Committee project	C
B	Exterior and interior ramps are too steep and need compliant handrails installed	3A-3E		X				Possible Centennial Committee project	C
C	Correct 2" transition at Entry door threshold	5D		X				Possible Centennial Committee project	A
D	Install lever handles on Entry door	5E		X				Possible Centennial Committee project	A
E	Install rear and side grab bars	8aD		X				Possible Centennial Committee project	A
F	Install compliant mirrors	8aG		X				Possible Centennial Committee project	A
G	Relocate toilet paper dispenser in Men's Toilet Room	8aJ		X				Possible Centennial Committee project	A
H	Install signs on wall, latch side of toilet room doors	8aL		X				Possible Centennial Committee project	A

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost	
			2015	2016	2017	2018	2019			
O.E. Carlise Civic Center										
A	Install platform lift or ramp to provide accessible route throughout building	1A, 1F, 1G		X				Possible Centennial Committee project	C	
B	Install 1 van accessible parking space - recommend at northeast corner of building	4A, 2C, 2D		X				Possible Centennial Committee project	A	
C	Provide access to Main Entry door, providing route to Public ROW and installing accessible parking	1A, 1F, 1G, 2A, 2B		X				Possible Centennial Committee project	C	
D	Demolish existing ramps and reinstall to comply with Standards	3A-J,		X				Possible Centennial Committee project	C	
E	Make both entrances accessible - could make back door compliant to make 3 entrances	4A		X				Possible Centennial Committee project	B	
F	Install signs at bottom of front entry steps directing to ramp on north side of building	4B		X				Possible Centennial Committee project	A	
G	Ensure level clearance per Table 404.2.4.1. Too sharp of incline at rear door	5B, 5D		X				Possible Centennial Committee project	C	
H	Install lever handles on Entry doors	5E		X				Possible Centennial Committee project	A	
I	Enlarge and renovate Toilet Rooms including grab bars and mirrors	8a		X				Possible Centennial Committee project	C	
Best Center										
A	Provide access to Main Entry door, providing route to Public ROW	1G,				X			A	
B	Accessible parking spaces need to be provided and need to install 1 van accessible parking space closest to Entry	1G, 2A, 2B				X			A	
C	Clearance on exterior side of Entry door needs slope changed	5				X			B	
D	Install grab bars in Toilet Room	7D				X			A	
Onion Shed I										
A	Reinstall signs to ensure Van Space with the word VAN	2F	X						A	
B	Ramp surface must be continuous & handrails on both sides with edge protection	3A-I		X					B	
Onion Shed II										

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost
			2015	2016	2017	2018	2019		
A	Ramp surface must be continuous & handrails on both sides with edge protection	3A-I	X					Complete	
City Park									
A	Install accessible path to compliant table (only 1 is required)	1A1		X					B
B	Install concrete space next to bench for a wheel chair	1A2		X					A
C	Install grab bars in Toilet Rooms	8aD		X					A
J.W. Spain Athletic Complex									
A	Consult with Architectural firm to design accessible elements into the facility					X			C
Rambler Park									
A	Install level landing at top of existing curb ramp	1A	X						B
Riding Arena									
A	Consult with Architectural firm to design accessible elements into the facility						X		C
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		C
Central Area District									
A	McKinney St., in front of Post Office; no photos taken. There is one existing parking space served by a 96" wide aisle located in front of the Post Office. Re-stripping the area adding one more accessible parking space. The two parking spaces will share the 96" accessible aisle. Identify the two accessible parking spaces with post mounted signs located in front of each space.		X						A

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost
			2015	2016	2017	2018	2019		
B	McKinney St. and S. Washington St., in front of Dyer Drugstore; photo 33 Add one accessible parking space served by 96" accessible aisle. Area is approx. 2% in all directions. Identify the accessible parking space with post mounted sign, located in front of the space.		X						A
C	Hill and S. Main St.; photo 02 Existing curb ramp at NE corner has 1" level change at bottom of ramp. This curb ramp needs to be replaced to eliminate the level change. Install 24" detectible warning surface at bottom portion of the new curb ramp. Also, curb ramps at NE corner and SE corner of this intersection needs 24" detectible warning surface installed at bottom portion of the curb ramps.		X						A
D	S. Main St. and College, NE and SE corners; photo 23 Curb ramps need 24" truncated dome detectible warning installed at bottom portion of the curb ramps.		X						A

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost
			2015	2016	2017	2018	2019		
E	<p>Downtown parking lots; no photos taken. Re-stripe existing accessible parking spaces and accessible aisles. Replace existing faded accessible parking signs; ensure that bottom of signs are 60" min. above ground if located inside property lines and 80" min. above ground if located within the Public ROW. Also, parallel parking spaces located in the middle of McKinney street next to Veterans' Memorial are not compliant. Rather than renovating this area, remove pavement marking identifying parallel parking and abandoning the parallel parking spaces.</p> <p>There are 128 on-street parking spaces provided that serve the Downtown Area. 5 min. total accessible parking spaces are required.</p> <p>Keep accessible parking space located in front of Blevin's. Add one accessible parking space in front of Carries Add one accessible parking space in front of Dyer Drugstore. Add one accessible parking space in front of Yarn, Gifts Boutique (200 McKinney St.). Keep accessible parking space in front of Post Office, adding one more at this location.</p> <p>If City agrees with these locations, there will be a total of 6 accessible on-street parking spaces serving the Downtown Businesses.</p>			X					A
	McKinney St., N. Main St., and S. Main St. in CA District Remove flagholders, This item added by Farmersville Transition Plan Task Force			X					A

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost
			2015	2016	2017	2018	2019		
G	McKinney St., N. Main St., and S. Main St. in CA District Replace water meter covers to create smooth transitions for pedestrian traffic. This item added by Farmersville Transition Plan Task Force			X					B
H	McKinney St. and S. Washington St., SE corner; photo 33 Replace curb ramp to eliminate 1" level change at bottom of ramp. Install 24" detectible warning at bottom portion of the curb ramp.			X					A
I	McKinney St. and S. Washington St., NW corner; photos 34, 35 Replace curb ramp to eliminate 1" level change at bottom of ramp. Install 24" detectible warning at bottom portion of the curb ramp.			X					A
J	McKinney St. and S. Washington St., in front of Yarn, Gifts Boutique; photos 34, 35 Add one accessible parking space served by 96" accessible aisle. Area is approximately 2% in all directions. Identify the accessible parking space with post mounted sign, located in front of the space.				X				A
K	McKinney St. and S. Main St., SW corner; photo 31 Leveling the three or four standard parking spaces closest to corner to provide a total of one accessible parking spaces served by a 96" wide aisle. The number of standard parking spaces included in this count are included to allow for transition from standard parking to accessible parking. Front of the accessible parking space and aisle can possibly be leveled with existing curb and a metal plate installed for water drainage at the curb gutter, just like the existing plate in sidewalk. Survey and engineering will need to determine actual layout. Identify the accessible parking space with post mounted sign, located in front the space.				X				B

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost
			2015	2016	2017	2018	2019		
L	<p>NW corner of N. Main St. and McKinney St.; photos 15, 17, 18, 19, 20, 21, 22</p> <p>Rework curb ramp, ramp and parking. Existing curb ramp has a running slope of 12%+ and cross slope of 4%+.</p> <p>Replace curb ramp to provide compliant slopes and install 24" detectible warning at bottom portion of the curb ramp. An existing accessible parking space is located in front of Blevin's Gallery. Space needs to be identified with a post-mounted sign in front of the space. Existing slopes of the parking space is 3%+; 2% max. is required in all directions. Also, a 96" wide accessible aisle needs to be marked next to the accessible parking space. Slopes for the accessible aisle are also required to be 2% max. in all directions. Existing ramp from the accessible parking space to sidewalk has excessive running & cross slopes, does not provide required top & bottom level landings and handrails are non-compliant. Replace existing ramp and related elements. Max. running slope allowed is 8.33%, max. cross slope allowed is 2%, 60" level top and bottom landing are required, and compliant handrails need to be installed on both sides of the ramp.</p>				X				C

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost
			2015	2016	2017	2018	2019		
M	McKinney St. and S. Washington St., NE corner; photos 36, 37 Replace curb ramp to eliminate 1" level change at bottom of ramp. Install 24" detectible warning at bottom portion of the curb ramp. Also, route from McKinney St. north to Candy is obstructed by steps, reducing the route to less than 36". To provide an accessible route, consider extending the sidewalk west 36" min. from McKinney St. to Candy; this will widen existing sidewalk to provide approx. 48" wide on west side of power poles. Or, possibly bump out sidewalk only at steps. Clear width of an accessible route should always be 48" min., where possible. It is acceptable to restrict accessible route to 36" for a distance of 24", ie when passing a power pole, fire hydrant or street light.				X				B
N	McKinney St. and S. Main St., SW corner; photos 26, 27, 28, 29, 30, 31, 32 Remove curb ramp at corner, level corner out and install a parallel curb ramp just south of the corner to align with the curb ramp located on east side of S. Main St. in front of vacant building (vacant building is between Aston & Edward Jones). Also, running slope of ramp in front of Carries Floral is 10%; 8.33 % max. is allowed. Install a sloped walk instead of ramp, eliminating the need for compliant handrails being installed on both sides of the ramp. A sloped walk has a 5% max. slope.					X			B
O	N. Main St., east side of street in front Vacant Space between French Bunny & Main St. Antiques; photos 15, 16 Curb ramp has a running slope of 10% and top landing is 30". Max. slope allowed for a curb ramp is 8.33% and min. dimension allowed for top landing is 36". Replace curb ramp to provide compliant running slope, flared sides, 24" detectible warning and level 36" top landing.					X			B

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost
			2015	2016	2017	2018	2019		
P	S. Main St., traveling north from City Hall, east side of the street where sidewalk intersects park sidewalk; photos 03, 04 Water flow in this area runs across sidewalk and curb ramp depositing excessive debris which makes the area very difficult to navigate. Curb ramp doesn't have a level landing at top of the curb ramp and no detectible warning is provided. Running slope of side walk north to south is this area has slopes that exceed 8% with cross slope that exceeds 2%. Concrete in this area should be removed and replace to provide a curb ramp with 48" min. landing at top of curb ramp, flared sides and 24" truncated dome detectible warning at bottom of curb ramp. Correct running slope of sidewalk in this area to ensure max. running slope is 5% and cross slope is 2% max. Once corrected, City personnel should regularly maintain area to keep debris from accumulating.					X			B
Q	S. Main St., west side of street from The Gazebo Factory to Carrie's Floral Creations; photos 05, 06, 07 Cross slopes of the side walk are between 5% & 10%, and there are light poles in the sidewalk that restrict passage to less than 36". The sidewalk is not accessible. Install curb ramps across S. Main St. at Onion Alley. This would allow someone to cross street to an accessible route on east side of S. Main St. Note: installing curb ramps provides an immediate accessible route in the area, but does not provide access to the businesses on the west side of S. Main Street. Long-term planning should include major modifications to provide access to the businesses.					X			B

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost
			2015	2016	2017	2018	2019		
R	S. Main St., east side of street in front of Aston Building to Edward Jones; photos 09, 10, 11, 12 Cross slope of the sidewalk is 4% to 7%+. Ramp should be widened to 42" so that handrails can be installed on both sides of the ramp; 36" min. is required between handrails. Ensure when ramp is widened that 36" min. is provided for sidewalk between ramp and edge of bricks. There is an abandoned gas riser at bottom of the ramp that should be removed so that a clear 60" min. landing is provided at bottom of the ramp. An accessible route to S. Main St. and SW corner of McKinney St. should be added. This will require adding a parallel curb ramp in front of the Vacant Building between Aston and Edward Jones. To ensure proper alignment of the curb ramps, see Area 111 below for recommendation of moving existing curb ramp at SW corner of S. Main St. and McKinney St.						X		C
S	N. Main St., east side of street in front of Main Street Antiques; photo 13, 14 Running slope of ramp is 13%+; 8.33% max. running slope is allowed. Modify ramp slope and install hand rail between 34" and 36" above sidewalk. Ensure that handrail extends 12" in direction of travel at top and bottom of the ramp.						X		B

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion					Status	Cost
			2015	2016	2017	2018	2019		
T	S. Main St. Candy, SE, SW & NW corners; photos 15, 23, 24, 25 Install curb ramps with 24" detectible warning at bottom portion of the curb ramp. Sidewalk on west side of N. Main St. is reduced by street lights and is inaccessible. These new curb ramps provide an accessible route from Candy to east side of N. Main St., which connects to the downtown accessible route. Directional signage should be installed on the light poles. The signs should be blue, with ISA (International Symbol of Accessibility) and an arrow directing people across the street.						X		B



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: June 23, 2015

SUBJECT: Consider, discuss and act upon a Market Participation Agreement between the City of Farmersville and ERCOT

- An Agreement is attached for review
- The Agreement has been reviewed by McCord Engineering and recommended for approval as presented.

ACTION: Approve or deny the agreement as presented.

Standard Form Market Participant Agreement
between
City of Farmersville
and
Electric Reliability Council of Texas, Inc.

This Market Participant Agreement (“Agreement”), effective as of the first day of April, 2015 (“Effective Date”), is entered into by and between City of Farmersville, a Texas Municipally Owned Utility (“Participant”) and Electric Reliability Council of Texas, Inc., a Texas non-profit corporation (“ERCOT”).

Recitals

WHEREAS:

A. As defined in the ERCOT Protocols, Participant is a (check all that apply):

- ☒ Load Serving Entity (LSE)
- ☐ Qualified Scheduling Entity (QSE)
- ☐ Transmission Service Provider (TSP)
- ☒ Distribution Service Provider (DSP)
- ☐ Congestion Revenue Right (CRR) Account Holder
- ☐ Resource Entity
- ☐ Renewable Energy Credit (REC) Account Holder
- ☐ Independent Market Information System Registered Entity (IMRE)

B. ERCOT is the Independent Organization certified under PURA §39.151 for the ERCOT Region; and

C. The Parties enter into this Agreement in order to establish the terms and conditions by which ERCOT and Participant will discharge their respective duties and responsibilities under the ERCOT Protocols.

Agreements

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, ERCOT and Participant (the “Parties”) hereby agree as follows:

Section 1. Notice.

All notices required to be given under this Agreement shall be in writing, and shall be deemed delivered three (3) days after being deposited in the U.S. mail, first class postage prepaid, registered (or certified) mail, return receipt requested, addressed to the other Party at the address specified in this Agreement or shall be deemed delivered on the day of receipt if sent in another manner requiring a signed receipt, such as courier delivery or overnight delivery service. Either Party may change its address for such notices by delivering to the other Party a written notice referring specifically to this Agreement. Notices required under the ERCOT Protocols shall be in accordance with the applicable Section of the ERCOT Protocols.

If to ERCOT:

Electric Reliability Council of Texas, Inc.
Attn: Legal Department
7620 Metro Center Drive
Austin, Texas 78744-1654
Telephone: (512) 225-7000
Facsimile: (512) 225-7079

If to Participant:

City of Farmersville
Attn: City Manager
205 S. Main
Farmersville, TX 75442
Telephone: (972) 782-6151
Facsimile: (972) 782-6604

Section 2. Definitions.

- A. Unless herein defined, all definitions and acronyms found in the ERCOT Protocols shall be incorporated by reference into this Agreement.
- B. “ERCOT Protocols” shall mean the document adopted by ERCOT, including any attachments or exhibits referenced in that document, as amended from time to time, that contains the scheduling, operating, planning, reliability, and Settlement (including Customer registration) policies, rules, guidelines, procedures, standards, and criteria of ERCOT. For the purposes of determining responsibilities and rights at a given time, the ERCOT Protocols, as amended in accordance with the change procedure(s) described in the ERCOT Protocols, in effect at the time of the performance or non-performance of an action, shall govern with respect to that action.

Section 3. Term and Termination.

- A. Term. The initial term (“Initial Term”) of this Agreement shall commence on the Effective Date and continue until the last day of the month which is twelve (12) months from the Effective Date. After the Initial Term, this Agreement shall automatically renew for one-year terms (a “Renewal Term”) unless the standard form of this Agreement contained in the ERCOT Protocols has been modified by a change to the ERCOT Protocols. If the standard form of this Agreement has been so modified, then this Agreement will terminate upon the effective date of the replacement agreement. This Agreement may also be terminated during the Initial Term or the then-current Renewal Term in accordance with this Agreement.
- B. Termination by Participant. Participant may, at its option, terminate this Agreement:
- (1) Immediately upon the failure of ERCOT to continue to be certified by the PUCT as the Independent Organization under PURA §39.151 without the immediate certification of another Independent Organization under PURA §39.151;
 - (2) If the “REC Account Holder” box is checked in Section A of the Recitals section of this Agreement, Participant may, at its option, terminate this Agreement immediately if the PUCT ceases to certify ERCOT as the Entity approved by the PUCT (“Program Administrator”) for carrying out the administrative responsibilities related to the Renewable Energy Credit Program as set forth in PUC Substantive Rule 25.173(g) without the immediate certification of another Program Administrator under PURA §39.151; or
 - (3) For any other reason at any time upon thirty days written notice to ERCOT.
- C. Effect of Termination and Survival of Terms. If this Agreement is terminated by a Party pursuant to the terms hereof, the rights and obligations of the Parties hereunder shall terminate, except that the rights and obligations of the Parties that have accrued under this Agreement prior to the date of termination shall survive.

Section 4. Representations, Warranties, and Covenants.

- A. Participant represents, warrants, and covenants that:
- (1) Participant is duly organized, validly existing and in good standing under the laws of the jurisdiction under which it is organized and is authorized to do business in Texas;
 - (2) Participant has full power and authority to enter into this Agreement and perform all obligations, representations, warranties and covenants under this Agreement;
 - (3) Participant’s past, present and future agreements or Participant’s organizational charter or bylaws, if any, or any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which Participant is a party or by which

its assets or properties are bound do not materially affect performance of Participant's obligations under this Agreement;

- (4) Market Participant's execution, delivery and performance of this Agreement by Participant have been duly authorized by all requisite action of its governing body;
- (5) Except as set out in an exhibit (if any) to this Agreement, ERCOT has not, within the twenty-four (24) months preceding the Effective Date, terminated for Default any Prior Agreement with Participant, any company of which Participant is a successor in interest, or any Affiliate of Participant;
- (6) If any Defaults are disclosed on any such exhibit mentioned in subsection 4(A)(5), either (a) ERCOT has been paid, before execution of this Agreement, all sums due to it in relation to such Prior Agreement, or (b) ERCOT, in its reasonable judgment, has determined that this Agreement is necessary for system reliability and Participant has made alternate arrangements satisfactory to ERCOT for the resolution of the Default under the Prior Agreement;
- (7) Participant has obtained, or will obtain prior to beginning performance under this Agreement, all licenses, registrations, certifications, permits and other authorizations and has taken, or will take prior to beginning performance under this Agreement, all actions required by applicable laws or governmental regulations except licenses, registrations, certifications, permits or other authorizations that do not materially affect performance under this Agreement;
- (8) Participant is not in violation of any laws, ordinances, or governmental rules, regulations or order of any Governmental Authority or arbitration board materially affecting performance of this Agreement and to which it is subject;
- (9) Participant is not Bankrupt, does not contemplate becoming Bankrupt nor, to its knowledge, will become Bankrupt;
- (10) Participant acknowledges that it has received and is familiar with the ERCOT Protocols; and
- (11) Participant acknowledges and affirms that the foregoing representations, warranties and covenants are continuing in nature throughout the term of this Agreement. For purposes of this Section, "materially affecting performance" means resulting in a materially adverse effect on Participant's performance of its obligations under this Agreement.

B. ERCOT represents, warrants and covenants that:

- (1) ERCOT is the Independent Organization certified under PURA §39.151 for the ERCOT Region;

- (2) ERCOT is duly organized, validly existing and in good standing under the laws of Texas, and is authorized to do business in Texas;
- (3) ERCOT has full power and authority to enter into this Agreement and perform all of ERCOT's obligations, representations, warranties and covenants under this Agreement;
- (4) ERCOT's past, present and future agreements or ERCOT's organizational charter or bylaws, if any, or any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which ERCOT is a party or by which its assets or properties are bound do not materially affect performance of ERCOT's obligations under this Agreement;
- (5) The execution, delivery and performance of this Agreement by ERCOT have been duly authorized by all requisite action of its governing body;
- (6) ERCOT has obtained, or will obtain prior to beginning performance under this Agreement, all licenses, registrations, certifications, permits and other authorizations and has taken, or will take prior to beginning performance under this Agreement, all actions required by applicable laws or governmental regulations except licenses, registrations, certifications, permits or other authorizations that do not materially affect performance under this Agreement;
- (7) ERCOT is not in violation of any laws, ordinances, or governmental rules, regulations or order of any Governmental Authority or arbitration board materially affecting performance of this Agreement and to which it is subject;
- (8) ERCOT is not Bankrupt, does not contemplate becoming Bankrupt nor, to its knowledge, will become Bankrupt; and
- (9) ERCOT acknowledges and affirms that the foregoing representations, warranties, and covenants are continuing in nature throughout the term of this Agreement. For purposes of this Section, "materially affecting performance" means resulting in a materially adverse effect on ERCOT's performance of its obligations under this Agreement.

Section 5. Participant Obligations.

- A. Participant shall comply with, and be bound by, all ERCOT Protocols.
- B. Participant shall not take any action, without first providing written notice to ERCOT and reasonable time for ERCOT and Market Participants to respond, that would cause a Market Participant within the ERCOT Region that is not a "public utility" under the Federal Power Act or ERCOT itself to become a "public utility" under the Federal Power Act or become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission.

Section 6. ERCOT Obligations.

- A. ERCOT shall comply with, and be bound by, all ERCOT Protocols.
- B. ERCOT shall not take any action, without first providing written notice to Participant and reasonable time for Participant and other Market Participants to respond, that would cause Participant, if Participant is not a “public utility” under the Federal Power Act, or ERCOT itself to become a “public utility” under the Federal Power Act or become subject to the plenary jurisdiction of the Federal Energy Regulatory Commission. If ERCOT receives any notice similar to that described in Section 5(B) from any Market Participant, ERCOT shall provide notice of same to Participant.

Section 7. [RESERVED].

Section 8. Default.

A. Event of Default.

- (1) Failure by Participant to (i) pay when due, any payment or Financial Security obligation owed to ERCOT or its designee, if applicable, under any agreement with ERCOT (“Payment Breach”), or (ii) designate/maintain an association with a QSE (if required by the ERCOT Protocols) (“QSE Affiliation Breach”), shall constitute a material breach and event of default (“Default”) unless cured within one (1) Bank Business Day after ERCOT delivers written notice of the breach to Participant. Provided further that if such a material breach, regardless of whether the breaching Party cures the breach within the allotted time after notice of the material breach, occurs more than three (3) times in a 12-month period, the fourth such breach shall constitute a Default.
- (2) A material breach other than a Payment Breach or a QSE Affiliation Breach includes any material failure by Participant to comply with the ERCOT Protocols. A material breach under this subsection shall constitute an event of Default by Participant unless cured within fourteen (14) Business Days after delivery by ERCOT of written notice of the material breach to Participant. Participant must begin work or other efforts within three (3) Business Days to cure such material breach after delivery of the breach notice by ERCOT and must prosecute such work or other efforts with reasonable diligence until the breach is cured. Provided further that if a material breach, regardless of whether such breach is cured within the allotted time after notice of the material breach, occurs more than three (3) times in a 12-month period, the fourth such breach shall constitute a Default.

A material breach under this subsection shall not result in a Default if the breach cannot reasonably be cured within fourteen (14) Business Days, and Participant:

- (a) Promptly provides ERCOT with written notice of the reasons why the breach cannot reasonably be cured within fourteen (14) Business Days;
 - (b) Begins to work or other efforts to cure the breach within three (3) Business Days after ERCOT's delivery of the notice to Participant; and
 - (c) Prosecutes the curative work or efforts with reasonable diligence until the curative work or efforts are completed.
- (3) Bankruptcy by Participant, except for the filing of a petition in involuntary bankruptcy, or similar involuntary proceedings, that is dismissed within 90 days thereafter, shall constitute an event of Default.
 - (4) Except as otherwise excused herein, a material breach of this Agreement by ERCOT, including any material failure by ERCOT to comply with the ERCOT Protocols, other than a Payment Breach, shall constitute a Default by ERCOT unless cured within fourteen (14) Business Days after delivery by Participant of written notice of the material breach to ERCOT. ERCOT must begin work or other efforts within three (3) Business Days to cure such material breach after delivery by Participant of written notice of such material breach by ERCOT and must prosecute such work or other efforts with reasonable diligence until the breach is cured. Provided further that if a material breach, regardless of whether such breach is cured within the allotted time after notice of the material breach, occurs more than three (3) times within a 12-month period, the fourth such breach shall constitute a Default.
 - (5) If, due to a Force Majeure Event, a Party is in breach with respect to any obligation hereunder, such breach shall not result in a Default by that Party.

B. Remedies for Default.

- (1) ERCOT's Remedies for Default. In the event of a Default by Participant, ERCOT may pursue any remedies ERCOT has under this Agreement, at law, or in equity, subject to the provisions of Section 10: Dispute Resolution of this Agreement. In the event of a Default by Participant, if the ERCOT Protocols do not specify a remedy for a particular Default, ERCOT may, at its option, upon written notice to Participant, immediately terminate this Agreement, with termination to be effective upon the date of delivery of notice. In the event of Participant's bankruptcy, Participant waives any right to challenge ERCOT's right to set off amounts ERCOT owes to Participant by the amount of any sums owed by Participant to ERCOT, including any amounts owed pursuant to the operation of the Protocols.
- (2) Participant's Remedies for Default.

- (a) Unless otherwise specified in this Agreement or in the ERCOT Protocols, and subject to the provisions of Section 10: Dispute Resolution of this Agreement in the event of a Default by ERCOT, Participant's remedies shall be limited to:
 - (i) Immediate termination of this Agreement upon written notice to ERCOT;
 - (ii) Monetary recovery in accordance with the Settlement procedures set forth in the ERCOT Protocols; and
 - (iii) Specific performance.
- (b) However, in the event of a material breach by ERCOT of any of its representations, warranties or covenants, Participant's sole remedy shall be immediate termination of this Agreement upon written notice to ERCOT.
- (3) A Default or breach of this Agreement by a Party shall not relieve either Party of the obligation to comply with the ERCOT Protocols.

C. Force Majeure.

- (1) If, due to a Force Majeure Event, either Party is in breach of this Agreement with respect to any obligation hereunder, such Party shall take reasonable steps, consistent with Good Utility Practice, to remedy such breach. If either Party is unable to fulfill any obligation by reason of a Force Majeure Event, it shall give notice and the full particulars of the obligations affected by such Force Majeure Event to the other Party in writing or by telephone (if followed by written notice) as soon as reasonably practicable, but not later than fourteen (14) calendar days, after such Party becomes aware of the event. A failure to give timely notice of the Force Majeure event shall constitute a waiver of the claim of Force Majeure Event. The Party experiencing the Force Majeure Event shall also provide notice, as soon as reasonably practicable, when the Force Majeure Event ends.
- (2) Notwithstanding the foregoing, a Force Majeure Event does not relieve a Party affected by a Force Majeure Event of its obligation to make payments or of any consequences of non-performance pursuant to the ERCOT Protocols or under this Agreement, except that the excuse from Default provided by subsection 8(A)(5) above is still effective.

- D. Duty to Mitigate. Except as expressly provided otherwise herein, each Party shall use commercially reasonable efforts to mitigate any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

Section 9. Limitation of Damages and Liability and Indemnification.

- A. EXCEPT AS EXPRESSLY LIMITED IN THIS AGREEMENT OR THE ERCOT PROTOCOLS, ERCOT OR PARTICIPANT MAY SEEK FROM THE OTHER, THROUGH APPLICABLE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THE ERCOT PROTOCOLS, ANY MONETARY DAMAGES OR OTHER REMEDY OTHERWISE ALLOWABLE UNDER TEXAS LAW, AS DAMAGES FOR DEFAULT OR BREACH OF THE OBLIGATIONS UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR INJURY THAT MAY OCCUR, IN WHOLE OR IN PART, AS A RESULT OF A DEFAULT UNDER THIS AGREEMENT, A TORT, OR ANY OTHER CAUSE, WHETHER OR NOT A PARTY HAD KNOWLEDGE OF THE CIRCUMSTANCES THAT RESULTED IN THE SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR INJURY, OR COULD HAVE FORESEEN THAT SUCH DAMAGES OR INJURY WOULD OCCUR.
- B. With respect to any dispute regarding a Default or breach by ERCOT of its obligations under this Agreement, ERCOT expressly waives any Limitation of Liability to which it may be entitled under the Charitable Immunity and Liability Act of 1987, Tex. Civ. Prac. & Rem. Code §84.006, or successor statute.
- C. The Parties have expressly agreed that, other than subsections A and B of this Section, this Agreement shall not include any other limitations of liability or indemnification provisions, and that such issues shall be governed solely by applicable law, in a manner consistent with the Choice of Law and Venue subsection of this Agreement, regardless of any contrary provisions that may be included in or subsequently added to the ERCOT Protocols (outside of this Agreement).
- D. The Independent Market Monitor (IMM), and its directors, officers, employees, and agents, shall not be liable to any person or Entity for any act or omission, other than an act or omission constituting gross negligence or intentional misconduct, including but not limited to liability for any financial loss, loss of economic advantage, opportunity cost, or actual, direct, indirect, or consequential damages of any kind resulting from or attributable to any such act or omission of the IMM, as long as such act or omission arose from or is related to matters within the scope of the IMM's authority arising under or relating to PURA §39.1515 and PUC Subst. R. 25.365, Independent Market Monitor.

Section 10. Dispute Resolution.

- A. In the event of a dispute, including a dispute regarding a Default, under this Agreement, Parties to this Agreement shall first attempt resolution of the dispute using the applicable dispute resolution procedures set forth in the ERCOT Protocols.
- B. In the event of a dispute, including a dispute regarding a Default, under this Agreement, each Party shall bear its own costs and fees, including, but not limited to attorneys' fees, court costs, and its share of any mediation or arbitration fees.

Section 11. Miscellaneous.

- A. Choice of Law and Venue. Notwithstanding anything to the contrary in this Agreement, this Agreement shall be deemed entered into and performable solely in Texas and, with the exception of matters governed exclusively by federal law, shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. Neither Party waives primary jurisdiction as a defense; provided that any court suits regarding this Agreement shall be brought in a state or federal court located within Travis County, Texas, and the Parties hereby waive any defense of forum non-conveniens, except defenses under Tex. Civ. Prac. & Rem. Code §15.002(b).
- B. Assignment.
- (1) Notwithstanding anything herein to the contrary, a Party shall not assign or otherwise transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed, except that a Party may assign or transfer its rights and obligations under this Agreement without the prior written consent of the other Party (if neither the assigning Party or the assignee is then in Default of any Agreement with ERCOT):
- (a) Where any such assignment or transfer is to an Affiliate of the Party; or
 - (b) Where any such assignment or transfer is to a successor to or transferee of the direct or indirect ownership or operation of all or part of the Party, or its facilities; or
 - (c) For collateral security purposes to aid in providing financing for itself, provided that the assigning Party will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement entered into by either Party pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). If requested by the Party making any such collateral assignment to a Financing Person, the other Party shall execute and deliver a consent to such assignment containing customary provisions, including representations as to corporate authorization, enforceability of this Agreement and absence of known Defaults, notice of material breach pursuant to Section 8(A), notice of Default, and an opportunity for the Financing Person to cure a material breach pursuant to Section 8(A) prior to it becoming a Default.
- (2) An assigning Party shall provide prompt written notice of the assignment to the other Party. Any attempted assignment that violates this Section is void and

ineffective. Any assignment under this Agreement shall not relieve either Party of its obligations under this Agreement, nor shall either Party's obligations be enlarged, in whole or in part, by reason thereof.

- C. No Third Party Beneficiary. Except with respect to the rights of the Financing Persons in Section 11(B), (a) nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any third party, (b) no third party shall have any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder and (c) this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the services to be provided hereunder. Nothing in this Agreement shall create a contractual relationship between one Party and the customers of the other Party, nor shall it create a duty of any kind to such customers.
- D. No Waiver. Parties shall not be required to give notice to enforce strict adherence to all provisions of this Agreement. No breach or provision of this Agreement shall be deemed waived, modified or excused by a Party unless such waiver, modification or excuse is in writing and signed by an authorized officer of such Party. The failure by or delay of either Party in enforcing or exercising any of its rights under this Agreement shall (a) not be deemed a waiver, modification or excuse of such right or of any breach of the same or different provision of this Agreement, and (b) not prevent a subsequent enforcement or exercise of such right. Each Party shall be entitled to enforce the other Party's covenants and promises contained herein, notwithstanding the existence of any claim or cause of action against the enforcing Party under this Agreement or otherwise.
- E. Headings. Titles and headings of paragraphs and sections within this Agreement are provided merely for convenience and shall not be used or relied upon in construing this Agreement or the Parties' intentions with respect thereto.
- F. Severability. In the event that any of the provisions, or portions or applications thereof, of this Agreement is finally held to be unenforceable or invalid by any court of competent jurisdiction, that determination shall not affect the enforceability or validity of the remaining portions of this Agreement, and this Agreement shall continue in full force and effect as if it had been executed without the invalid provision; provided, however, if either Party determines, in its sole discretion, that there is a material change in this Agreement by reason thereof, the Parties shall promptly enter into negotiations to replace the unenforceable or invalid provision with a valid and enforceable provision. If the Parties are not able to reach an agreement as the result of such negotiations within fourteen (14) days, either Party shall have the right to terminate this Agreement on three (3) days written notice.
- G. Entire Agreement. Any exhibits attached to this Agreement are incorporated into this Agreement by reference and made a part of this Agreement as if repeated verbatim in this Agreement. This Agreement represents the Parties' final and mutual understanding with respect to its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral. No representations, inducements, promises, or

agreements, oral or otherwise, have been relied upon or made by any Party, or anyone on behalf of a Party, that are not fully expressed in this Agreement. An agreement, statement, or promise not contained in this Agreement is not valid or binding.

- H. Amendment. The standard form of this Agreement may only be modified through the procedure for modifying ERCOT Protocols described in the ERCOT Protocols. Any changes to the terms of the standard form of this Agreement shall not take effect until a new Agreement is executed between the Parties.
- I. ERCOT's Right to Audit Participant. Participant shall keep detailed records for a period of three years of all activities under this Agreement giving rise to any information, statement, charge, payment or computation delivered to ERCOT under the ERCOT Protocols. Such records shall be retained and shall be available for audit or examination by ERCOT as hereinafter provided. ERCOT has the right during Business Hours and upon reasonable written notice and for reasonable cause to examine the records of Participant as necessary to verify the accuracy of any such information, statement, charge, payment or computation made under this Agreement. If any such examination reveals any inaccuracy in any such information, statement, charge, payment or computation, the necessary adjustments in such information, statement, charge, payment, computation, or procedures used in supporting its ongoing accuracy will be promptly made.
- J. Participant's Right to Audit ERCOT. Participant's right to data and audit of ERCOT shall be as described in the ERCOT Protocols and shall not exceed the rights described in the ERCOT Protocols.
- K. Further Assurances. Each Party agrees that during the term of this Agreement it will take such actions, provide such documents, do such things and provide such further assurances as may reasonably be requested by the other Party to permit performance of this Agreement.
- L. Conflicts. This Agreement is subject to applicable federal, state, and local laws, ordinances, rules, regulations, orders of any Governmental Authority and tariffs. Nothing in this Agreement may be construed as a waiver of any right to question or contest any federal, state and local law, ordinance, rule, regulation, order of any Governmental Authority, or tariff. In the event of a conflict between this Agreement and an applicable federal, state, and local law, ordinance, rule, regulation, order of any Governmental Authority or tariff, the applicable federal, state, and local law, ordinance, rule, regulation, order of any Governmental Authority or tariff shall prevail, provided that Participant shall give notice to ERCOT of any such conflict affecting Participant. In the event of a conflict between the ERCOT Protocols and this Agreement, the provisions expressly set forth in this Agreement shall control.
- M. No Partnership. This Agreement may not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party has any right, power, or authority to

enter any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

N. Construction. In this Agreement, the following rules of construction apply, unless expressly provided otherwise or unless the context clearly requires otherwise:

- (1) The singular includes the plural, and the plural includes the singular.
- (2) The present tense includes the future tense, and the future tense includes the present tense.
- (3) Words importing any gender include the other gender.
- (4) The word “shall” denotes a duty.
- (5) The word “must” denotes a condition precedent or subsequent.
- (6) The word “may” denotes a privilege or discretionary power.
- (7) The phrase “may not” denotes a prohibition.
- (8) References to statutes, tariffs, regulations or ERCOT Protocols include all provisions consolidating, amending, or replacing the statutes, tariffs, regulations or ERCOT Protocols referred to.
- (9) References to “writing” include printing, typing, lithography, and other means of reproducing words in a tangible visible form.
- (10) The words “including,” “includes,” and “include” are deemed to be followed by the words “without limitation.”
- (11) Any reference to a day, week, month or year is to a calendar day, week, month or year unless otherwise indicated.
- (12) References to articles, Sections (or subdivisions of Sections), exhibits, annexes or schedules are to this Agreement, unless expressly stated otherwise.
- (13) Unless expressly stated otherwise, references to agreements, ERCOT Protocols and other contractual instruments include all subsequent amendments and other modifications to the instruments, but only to the extent the amendments and other modifications are not prohibited by this Agreement.
- (14) References to persons or entities include their respective successors and permitted assigns and, for governmental entities, entities succeeding to their respective functions and capacities.

(15) References to time are to Central Prevailing Time.

- O. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

SIGNED, ACCEPTED AND AGREED TO by each undersigned signatory who, by signature hereto, represents and warrants that he or she has full power and authority to execute this Agreement.

Electric Reliability Council of Texas, Inc.:

By: _____

Name: _____

Title: _____

Date: _____

Participant:

By: _____

Name:

Title:

Date:

Market Participant Name: City of Farmersville

Market Participant DUNS: 190349498



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: June 23, 2015

SUBJECT: Budget Workshop

- Proposed Fiscal Year Budget 2015-2016 is attached for review.

ACTION: Receive and discuss information.

MEMO

To: Benjamin White, City Manager
From: Daphne Hamlin, City Accountant
Date: June 19th, 2015
Subject: Budget Workshop

Following pages are the 2015-2016 Proposed Budget Highlights for the General Fund. I have also, included Sales Tax history and our Debt Information as of January 2015.

City of Farmersville is also, preparing to sell the balance of the Bond Funds and will have additional information in the upcoming months for this as well.

Please be aware this is the beginning of a very long process to prepare our revised 2014-2105 Budget and proposed 2015-2016 Budget.

Additional information will be provided during our Budget Workshop scheduled June 23rd, 2015

General Fund Revenues		(3 YR PRIOR)	(2 YR PRIOR)	(1 YR PRIOR)	(CURRENT BUDG.)	6 MONTHS	REVISED 2014-2015	PROPOSED 2015-2016
100 .00.5711.000	AD VALOREM TAX	705,857.58	680,114.38	691,236.31	726,518.00	660,572.75	\$ 690,000.00	\$ 690,000.00
100 .00.5712.000	CC CONV FEE COURT	587.29	0	0	0	0		
100 .00.5713.000	DEL. TAX,PEN. & INT.	15,389.59	20,332.88	17,712.16	10,000.00	5,719.67	\$ 10,000.00	\$ 10,000.00
100 .00.5714.000	CC CONV FEE UTILITY	0	0	0	0	0		
100 .00.5715.000	TIRZ	0	0	12,768.06	15,000.00	34,714.29	\$	-
100 .00.5721.000	SALES TAX	484,969.54	400,614.10	439,838.92	450,000.00	219,943.79	\$ 450,000.00	\$ 446,250.00
100 .00.5722.000	BEVERAGE TAX	127.99	613.13	1,602.79	850	1,292.21	\$ 2,600.00	\$ 2,600.00
100 .00.5730.000	FRANCHISE FEES - GARBAGE	0	0	0	0	0		
100 .00.5731.000	FRANCHISE FEES - GAS	31,237.18	27,861.74	22,961.17	22,000.00	29,519.47	\$ 29,519.47	\$ 30,000.00
100 .00.5732.000	SKYBEAM	10,800.00	9,900.00	30,600.00	48,000.00	29,160.00	\$ 58,320.00	\$ 58,320.00
100 .00.5733.000	ELEC. FUND FRANCHISE FEE	4,895.46	5,702.77	6,532.25	5,500.00	4,739.11	\$ 6,500.00	\$ 6,500.00
100 .00.5734.000	FRANCHISE FEES - TELE.	6,546.26	7,309.05	4,458.14	5,000.00	1,062.33	\$ 4,500.00	\$ 4,500.00
100 .00.5735.000	FRANCHISE FEES - CABLE	20,126.25	10,276.01	13,569.90	13,000.00	6,028.35	\$ 13,000.00	\$ 13,000.00
100 .00.5736.000	FRANCHISE FEES - OTHER	0	0	0	0	0		
100 .00.5741.000	PERMITS & INSPECTIONS	22,925.81	22,274.55	44,256.11	25,000.00	25,573.99	\$ 40,000.00	\$ 36,750.00
100 .00.5742.000	PLANNING & ZONING FEES	1,530.00	0	0	2,000.00	1,000.00	\$ 2,000.00	\$ 2,000.00
100 .00.5743.000	ANIMAL REGISTRATION	308	108	123	100	45	\$ 100.00	\$ 100.00
100 .00.5744.000	MUNICIPAL COURT	100,747.00	89,872.70	138,477.32	150,000.00	69,262.16	\$ 150,000.00	\$ 150,000.00
100 .00.5745.000	CNTY FIRE RUNS	86,476.00	87,076.00	110,976.03	110,997.00	54,764.05	\$ 110,997.00	\$ 110,997.00
100 .00.5746.000	ONION SHED RENTAL	1,000.00	1,300.00	1,250.00	1,000.00	350	\$ 1,000.00	\$ 1,000.00
100 .00.5747.000	COUNTY LIBRARY FUND	17,822.25	14,846.28	15,119.33	14,800.00	3,827.04	\$ 14,800.00	\$ 14,800.00
100 .00.5748.000	MICRO CHIP PROGRAM	16	32	14	0	0	\$ -	\$ -
100 .00.5749.000	MUN. CT. BLDG. SECURITY FE	0	0	60.91	0	0	\$	\$ -
100 .00.5750.000	MAIN STREET EVENTS	0	0	0	0	200	\$ -	\$ -
100 .00.5751.000	MUN. CT. TECHNOLOGY FUNI	0	0	81.21	0	0	\$ -	\$ -
100 .00.5754.000	GRANT PROCEEDS	0	0	0	0	0	\$ -	\$ -
100 .00.5758.000	T-MOBILE LEASE	15,468.48	16,757.52	15,211.07	15,205.00	8,373.84	\$ 16,747.68	\$ 16,747.68
100 .00.5759.000	GAMING MACHINE LICENSE	1,950.00	2,550.00	9,105.00	9,105.00	255	\$ 255.00	\$ 255.00
100 .00.5760.000	SRO SUPPORT	0	0	0	0	0	\$ -	\$ -
100 .00.5762.000	INTEREST EARNED	1,084.95	989.12	338.93	250	235.99	\$ 600.00	\$ 600.00
100 .00.5763.000	FEDC 4A STAFF SUPPORT	0	1,200.00	600	600	0	\$ 600.00	\$ 600.00
100 .00.5764.000	FCDC IMPROVEMENTS	0	0	0	0	0	\$ -	\$ -
100 .00.5765.000	RENT E. TX. MED CTR.	13,000.00	12,000.00	12,000.00	12,000.00	6,000.00	\$ 12,000.00	\$ 12,000.00

2015-2016 Proposed Budget Highlights

Description	Revenue	Expenses	Total
Add Additional Fireman		\$48,664	\$48,664
Add Additional Code Enforcement		\$47,411	\$96,075
Medical Insurance Increase (3%)		\$8,763	\$104,838
Cost of Living Increase (3%)		\$58,102	\$162,940
Individual Performance Increase		\$20,961	\$183,901
Bunker Gear Fire Dept		\$23,000	\$206,901
Property & Standards		\$8,000	\$214,901
Lease agreement (2) vehicle PD		\$28,350	\$243,251
Add Overtime Police Dept		\$15,000	\$258,251
Library Part-time to Full-time		\$24,625	\$282,876

Sales Tax History

Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
1987	6,019.89	9,425.87	5,711.55	4,330.51	8,537.81	5,791.25	4,861.96	8,935.68	5,218.18	5,571.08	8,150.97	14,229.76	86,784.51
1988	5,897.27	11,117.43	4,945.80	5,010.64	10,973.99	6,268.57	5,891.66	13,570.28	6,731.13	6,708.80	10,519.46	6,562.18	94,197.21
1989	5,474.56	10,901.59	6,049.46	5,437.50	9,450.25	5,044.75	6,072.95	9,310.45	5,363.62	6,244.40	9,213.03	6,551.56	85,114.12
1990	6,639.63	12,677.08	5,347.78	4,414.06	11,221.66	5,969.31	7,135.35	12,083.75	6,899.45	6,917.59	10,062.42	6,787.50	96,155.58
1991	7,309.63	10,997.80	4,977.49	6,311.82	15,291.77	1,536.70	6,763.61	9,932.78	6,917.65	7,332.18	8,375.19	6,325.41	92,072.03
1992	6,925.28	9,269.54	7,132.34	7,091.77	10,287.20	8,183.19	9,224.41	10,522.54	7,764.99	7,607.31	11,032.59	7,278.82	102,319.98
1993	6,292.52	11,468.90	6,643.79	7,409.01	10,655.65	6,545.31	6,938.24	10,579.57	9,613.51	7,421.80	9,788.00	6,953.87	100,310.17
1994	7,919.63	10,547.17	6,600.60	6,729.53	11,325.30	5,553.46	8,750.45	11,535.44	7,831.17	9,445.14	10,514.10	7,767.88	104,519.87
1995	8,004.96	10,447.74	9,049.29	8,421.20	10,390.37	7,378.54	7,455.06	9,995.95	8,319.33	7,741.33	7,976.91	6,680.02	101,860.70
1996	8,247.76	9,394.78	7,941.24	9,641.90	10,113.17	9,264.37	8,078.88	11,371.92	11,510.74	7,928.21	7,910.41	16,861.26	118,264.64
1997	16,373.79	24,205.57	16,585.67	13,826.20	31,499.67	17,108.58	16,460.45	20,934.48	19,208.10	16,506.40	23,566.03	16,142.57	232,417.51
1998	15,794.07	27,720.99	14,402.64	16,018.76	22,254.67	20,875.62	16,281.09	27,861.37	20,699.51	18,907.70	22,961.00	24,151.75	247,929.17
1999	15,586.60	30,869.50	17,261.59	20,113.17	28,546.16	18,842.51	20,817.37	40,982.72	28,054.61	24,045.91	21,373.47	29,004.26	295,497.87
2000	21,293.36	35,895.45	22,125.42	20,517.25	29,233.92	21,763.51	22,800.48	32,532.12	20,563.29	26,779.56	60,252.56	19,305.83	333,062.75
2001	23,638.96	38,128.89	22,646.72	29,664.29	46,042.03	23,927.21	33,361.06	50,690.71	28,573.67	32,794.88	30,583.31	27,236.14	387,287.87
2002	24,875.08	37,435.50	26,737.41	23,845.79	34,140.63	27,687.52	43,735.48	28,485.87	29,990.61	28,740.83	39,182.37	24,630.73	369,487.82
2003	23,115.25	33,686.55	23,614.77	21,144.36	37,940.44	27,370.93	33,673.35	34,487.85	28,290.27	25,720.16	38,463.28	25,549.06	353,056.27
2004	25,359.05	40,581.42	26,226.57	23,866.48	39,462.86	42,078.50	29,369.66	46,571.87	30,825.46	35,600.12	38,529.07	28,115.16	406,586.22
2005	34,074.04	41,304.78	24,863.65	31,745.18	46,717.03	23,814.44	29,454.36	40,673.33	30,892.50	34,346.78	48,995.74	29,687.52	416,569.35
2006	31,084.52	46,680.40	28,721.28	32,348.11	45,220.73	32,685.43	32,254.53	45,139.93	32,955.79	37,665.44	45,975.61	32,427.08	443,158.85
2007	32,990.25	42,846.48	32,342.08	28,905.68	41,560.32	28,286.47	37,107.53	42,474.51	35,602.53	40,416.38	40,674.76	37,196.75	440

City of Farmersville, Texas
All Outstanding General Obligation Debt
As of January 1, 2015
(000's)

Year Ending December 31	\$2,185,000 General Obligation Refunding & Improvement Bonds Series 2014		\$625,000 Tax Notes Series 2013		\$265,000 Public Property Finance Contractual Obligations Series 2012		\$1,500,000 General Obligation Bonds Series 2012		\$3,500,000 Tax & Utility System Revenue Certificates of Obligation Series 2006		
	Principal	Coupon	Principal	Coupon	Principal	Coupon	Principal	Coupon	Principal	Coupon	
2015	115	2.000%	120	0.640%	30	1.750%	55	1.250%	160	5.000%	
2016	110	2.000%	125	0.860%	30	1.750%	60	1.250%	170	5.000%	
2017	120	2.000%	125	1.100%	30	1.750%	60	2.000%	175	4.000%	
2018	120	2.000%	125	1.440%	35	1.750%	60	2.000%	185	4.000%	
2019	120	2.000%	130	1.890%	35	2.000%	65	2.000%	190	4.050%	
2020	125	2.000%			35	2.000%	65	2.000%	200	4.050%	
2021	130	2.500%			35	2.000%	70	2.000%	210	4.100%	
2022	130	3.000%			35	2.000%	70	2.000%	220	4.100%	
2023	135	3.000%					75	2.000%	230	4.200%	
2024	140	3.000%					75	2.000%	235	4.200%	
2025	140	3.000%					80	2.125%	245	4.250%	
2026	75	3.500%					85	2.125%	260	4.250%	
2027	80	3.500%					85	2.625%			
2028	80	3.500%					90	2.625%			
2029	85	3.750%					95	2.625%			
2030	90	3.750%					95	3.125%			
2031	90	3.750%					100	3.125%			
2032	95	4.000%					105	3.125%			
2033	100	4.000%									
2034	105	4.000%									
TOTALS			2,185	625	265		1,390		2,480		
Next Call	2/15/2024 @ Par		Non-Callable		Non-Callable		2/15/2022 @ Par		2/15/2016 @ Par		
Adv. Refundable	100%		100%		100%		100%		100%		
Dated Date	7/15/2014		11/1/2013		7/15/2012		7/15/2012		4/1/2006		
Coupon Dates Maturity Dates	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15	February 15 February 15	February 15 August 15 February 15	February 15 February 15	February 15 August 15 February 15	February 15 August 15 February 15		
Insurer	BAM		None		None		Assured Guaranty		Assured Guaranty		
Arbitrage Yield	2.6877%		1.3845%		1.5896%		2.1909%		4.2145%		
Paying Agent	Bank of New York		Amegy Bank		Bank of New York		Bank of New York		Bank of New York		
Purpose	New Money & Refunding		New Money		New Money		New Money		New Money		
Color Legend											
Non-Callable			Callable and Advanced Refundable								
Callable and Partially Advanced Refundable			Callable and Not Advanced Refundable								