

**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
October 27, 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
- 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.
  - City offices will be closed November 11<sup>th</sup> to observe Veteran's Day
  - Due to the upcoming holidays, Council Meeting dates for November and December have been changed to:

**November 17<sup>th</sup>** (Monthly Reports will be presented on 11/17/15)  
**December 1<sup>st</sup> and December 15<sup>th</sup>** (Monthly Reports will be presented on 12/15/15)
  - Receive the Keep Texas Beautiful Award from Community Waste Disposal for the second year

**II. PRESENTATION**

- A. Presentation from Collin County regarding the Collin County Mobility Plan "Alternative Build-Out Scenario"
- B. Receive presentation regarding the wastewater system from Kimley Horn

**III. PUBLIC HEARING**

- A. Public Hearing to consider, discuss and act upon a request to change the zoning on approximately 100.81 acres of land in the W.B. Williams Survey, Abstract No. 952, in the City of Farmersville, Collin County, Texas, from Planned Development (PD) District with Single-Family 3 (SF-3), Multi-Family 2 (MF-2) and Commercial (C) District uses to Planned Development District with Single-Family 2 (SF-2) District uses, Single-Family 3 (SF-3) District uses, Multi-Family 2 (MF-2) District uses and Commercial (C) District uses, and approving certain exceptions to the requirements established by the base zoning of the Single-Family 2 (SF-2) District and the Single-Family 3 (SF-3) District

**IV. READING OF ORDINANCES**

- A. First reading to consider, discuss and act upon an ordinance adopting the International Swimming Pool and Spa Code with modifications

**V. REGULAR AGENDA**

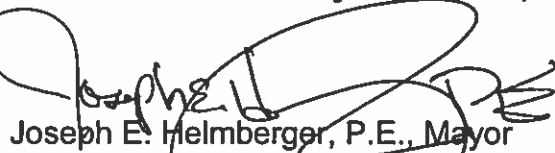
- A. Consider, discuss and act upon City Financial Reports
- B. Consider, discuss and act upon a contract to lease a phone system for City Hall through NEC Financial Services

- C. Consider, discuss and act upon contracting with Collin County Elections to perform future elections
- D. Consider, discuss and act upon mowing in rights-of-way within the City
- E. Consider, discuss and act regarding amending the Code of Ordinances to allow a flea market use in the highway commercial and other zoning areas
- F. Consider, discuss and act upon the resignation of Bettye Petree from the Parks and Recreation Board
- G. Consider, discuss and act upon fulfilling the vacancy on the Parks and Recreation Board
- H. Update on Chaparral Trail projects
- I. Update on street, water and wastewater General Obligation Bond projects
- J. Update on Highway 380 project

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

## **VII. ADJOURNMENT**

**Dated this the 23<sup>rd</sup> day of October, 2015.**

  
Joseph E. Helmberger, P.E., Mayor

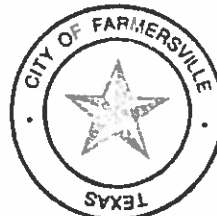
*The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations 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 October 23, 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



Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

# November 2015

1

2

3

4

5

6

7

8

9

FCDC Meeting  
at 5:45pm

10

11

City offices  
closed for  
Veteran's Day

12

13

14

15

16

P&Z Meeting  
at 6:00pm

17

Council  
Meeting at  
6:00pm

18

19

FEDC Meeting  
at 7:00pm

20

21

22

23

24

25

26

City offices  
closed for  
Thanksgiving

27

City offices  
closed for  
Thanksgiving

28

29

30

Notes:

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

# December 2015

		1 Council Meeting at 6:00pm	2	3	4	5
6	7	8	9	10	11	12
13	14 FCDC Meeting at 5:45pm	15 Council Meeting at 6:00pm	16	17 FEDC Meeting at 7:00pm	18	19
20	21 P&Z Meeting at 6:00pm	22	23	24 City offices closed for Christmas	25 City offices closed for Christmas	26
27	28	29	30	31	Notes:	



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

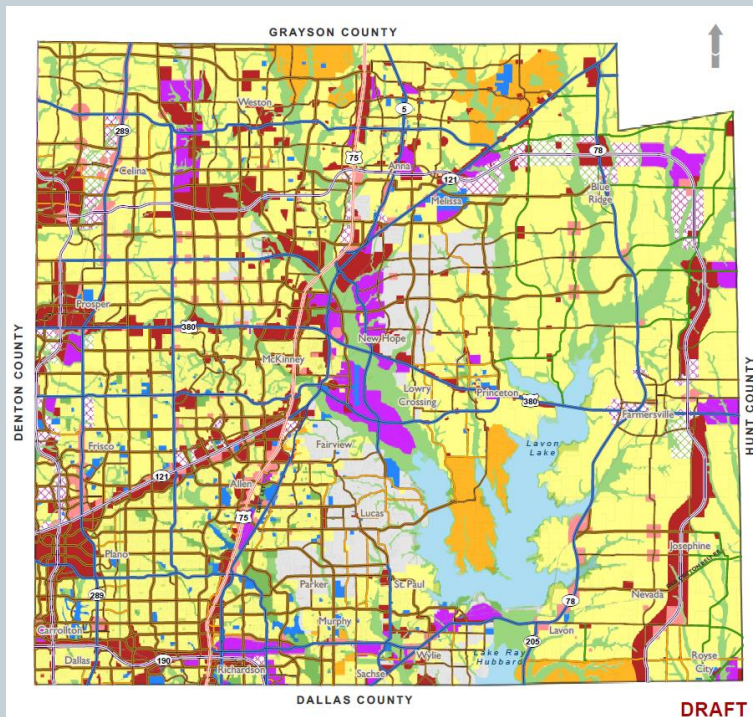
DATE: October 27, 2015

SUBJECT: Receive presentation regarding the Collin County Mobility Plan  
"Alternative Build-Out Scenario"

- Clarence Daughtery with Collin County will make a presentation.
- The power point is included in the Council packet for review.

**ACTION: No action is required.**

# Collin County Mobility Plan “Alternative Build-Out Scenario”



**PB Meeting #3  
Draft Buildout  
October 1, 2015**

# Agenda



1. Process and Methodology
2. Build-Out Population
3. Build-Out Employment
4. Discussion and Feedback

# Process and Methodology





# Methodology



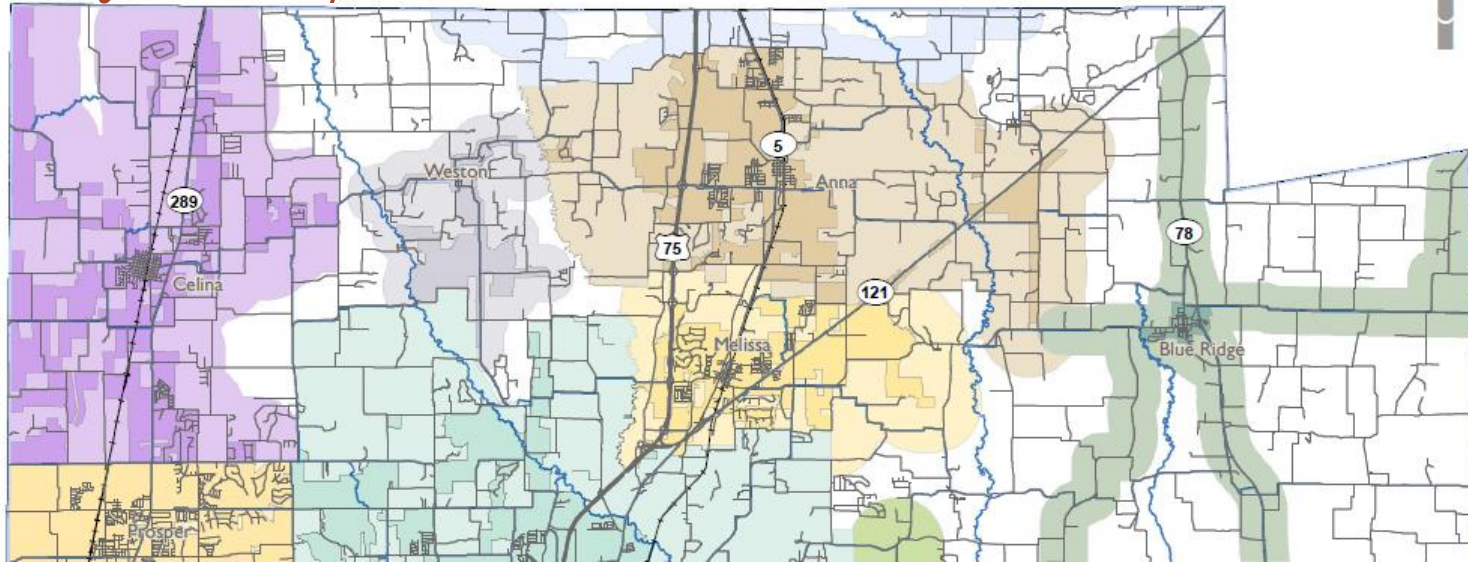
- Followed bottom-up method
- Looked at “what could be/what if”
- Did not start with an end number in mind

## Two Phases

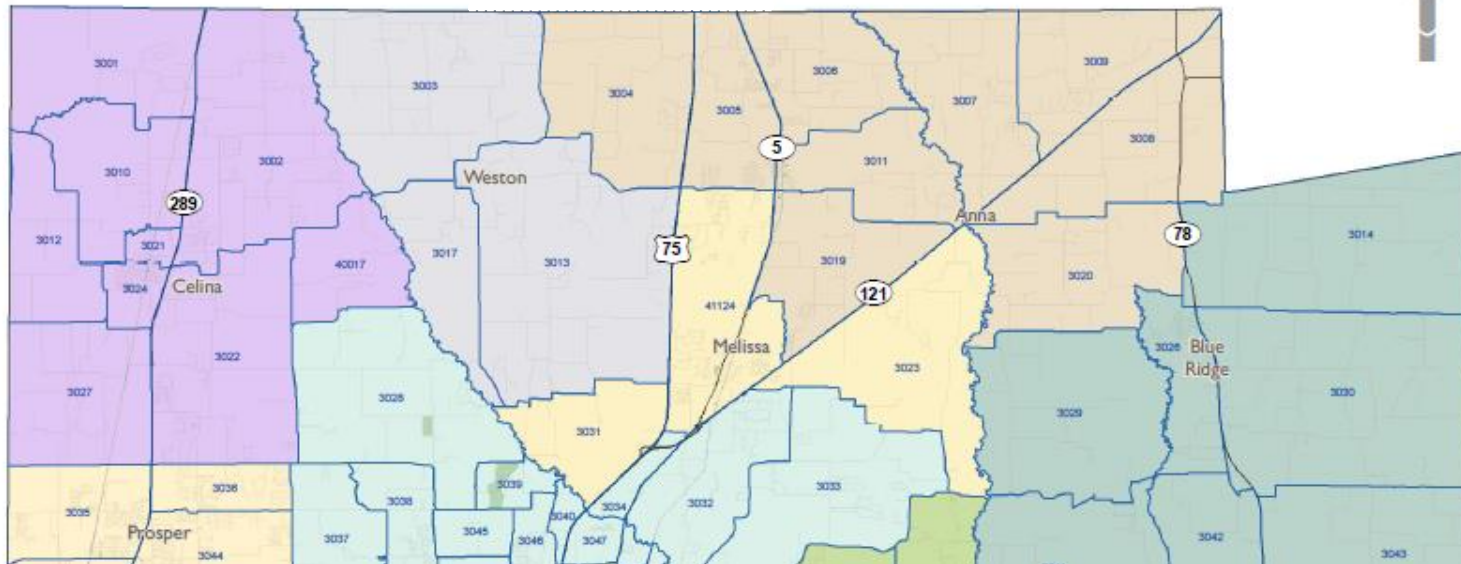
1. Modified numbers based on updated city plans

2. Made land use assumptions on east side

## City Limits/ETJ



## Planning Area Assigned by TSZ



Explanation of Planning Area

# Process - City Plan Updates



- Met with:

- Celina
- McKinney
- Plano
- Frisco

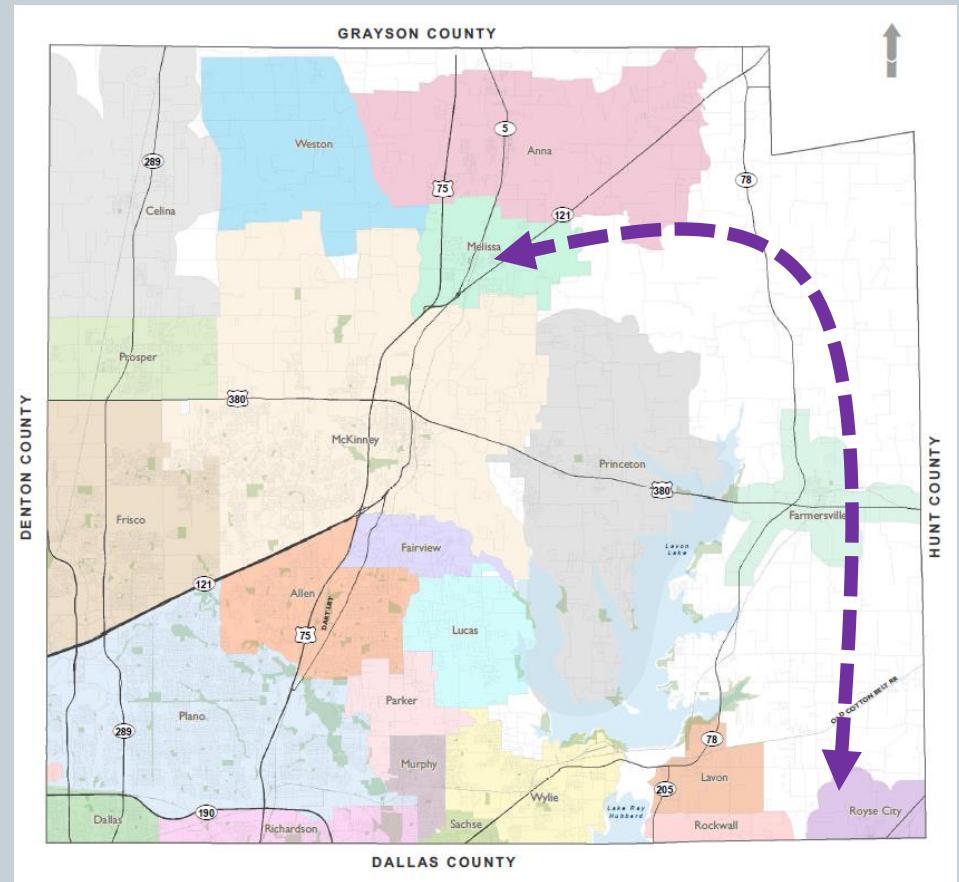
- Plan updates:

- Allen
- Celina
- Fairview
- Frisco
- Melissa
- Plano
- Princeton

# Process - City Plan Updates



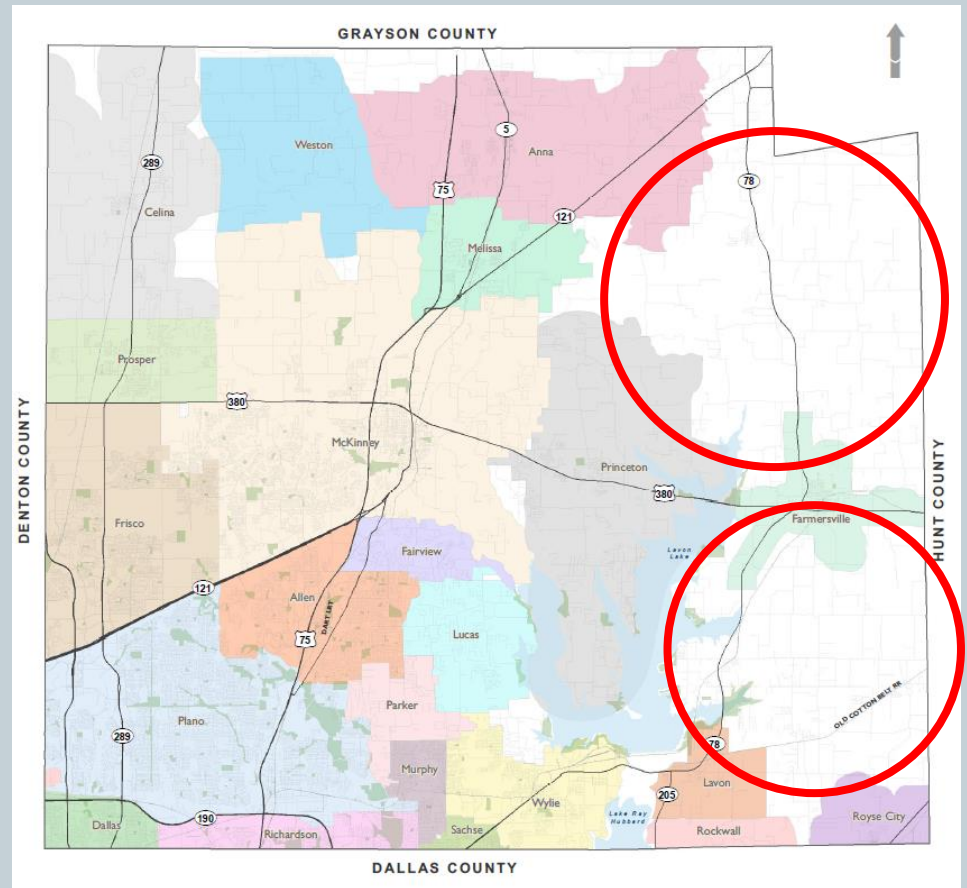
- Followed city plans in all areas of the County
- Plan adjustments to accommodate Outer Loop:
  - Farmersville
  - Melissa



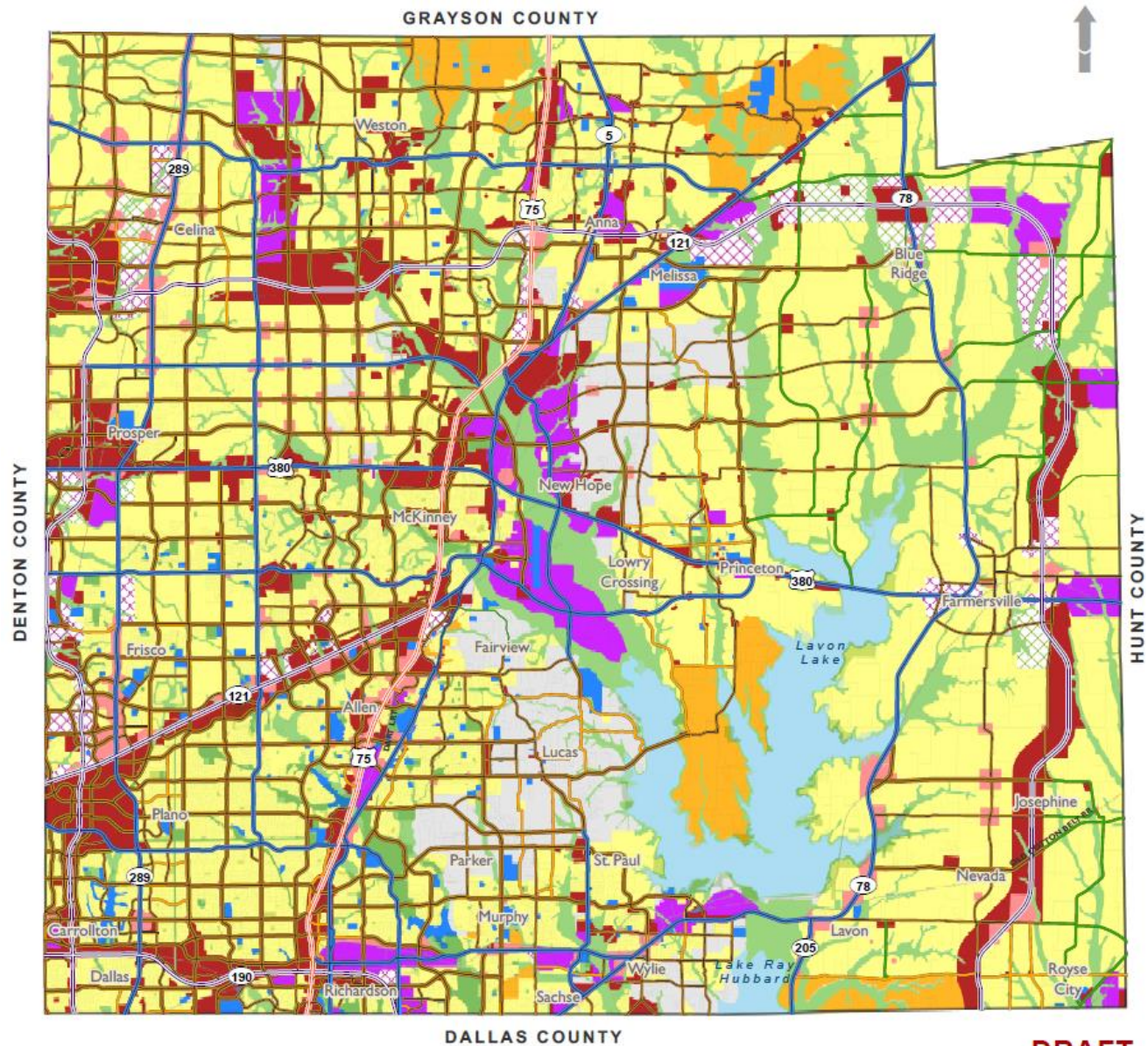
# Process - East Side Assumptions



- Assumed Outer Loop and utilities (W/WW)
  - Removed 30% to accommodate new roadways
- Used best planning assumptions for areas without plans
  - 6 DUA for single-family
  - 24 for mixed use (70%/30% ratio)



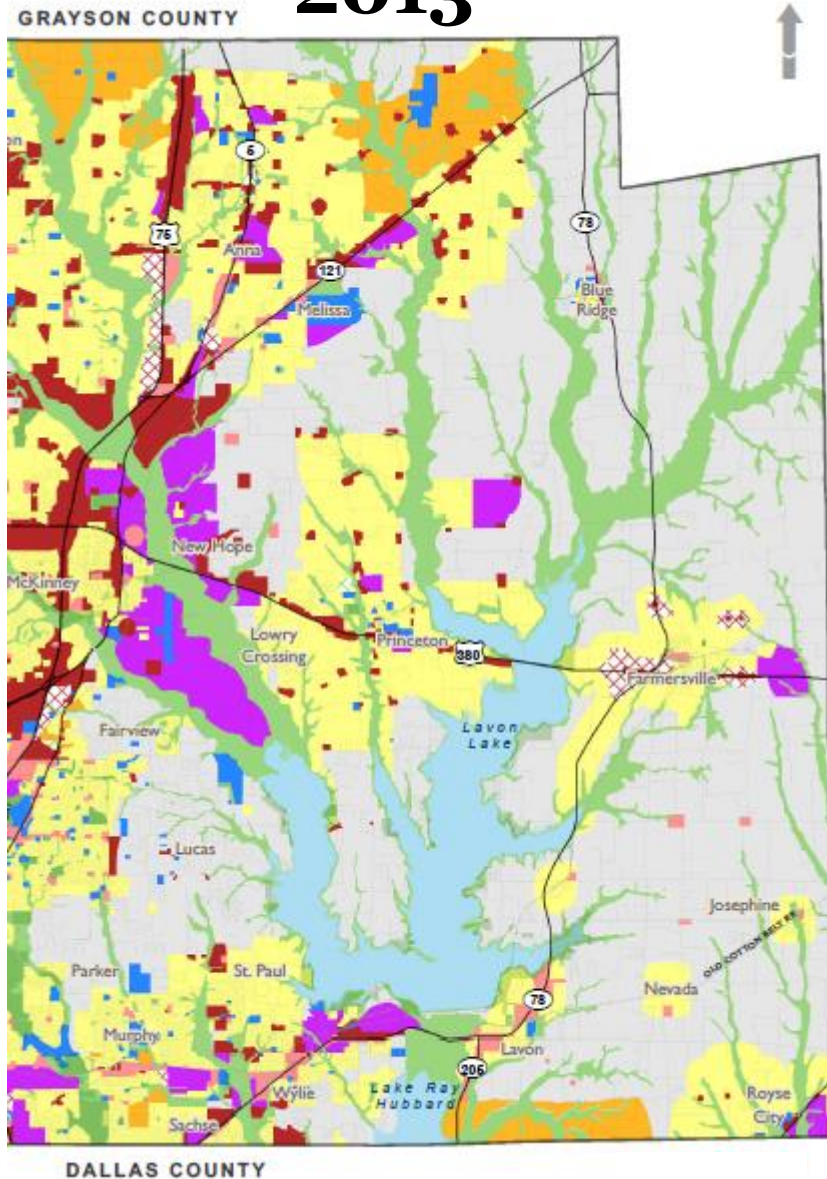




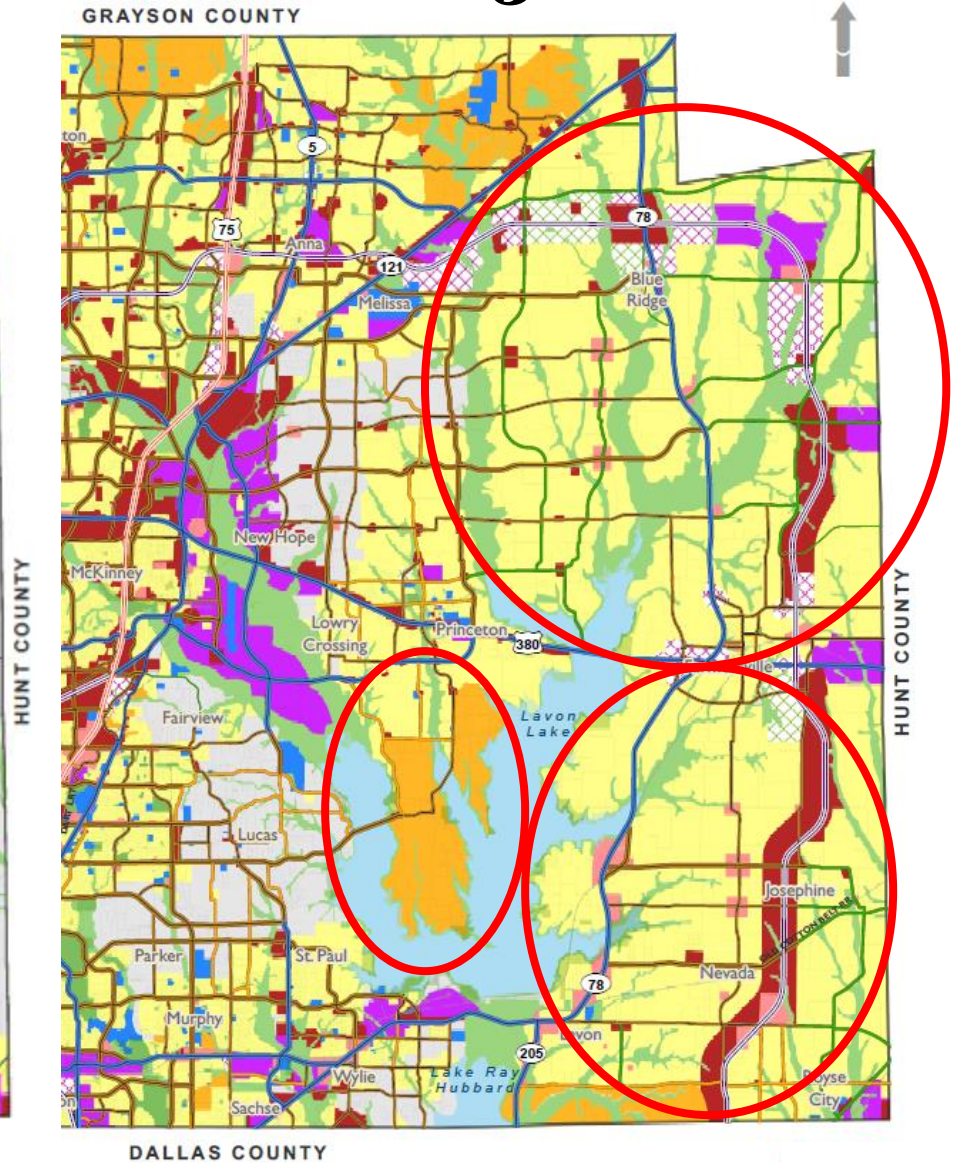
**DRAFT**



**2013**



**2015**



**Future Land Use Plan Changes**

# Build-Out Population





# Existing City Plan Updates



Planning Area	2012	2015	Change
Allen	94,781	110,365	15,584
Celina	189,199	421,000	231,802
Fairview	20,025	20,135	111
Frisco	183,592	275,814	92,222
McKinney	350,279	399,376	49,097
Melissa	71,793	77,901	6,108
Plano	284,656	301,168	16,512
Princeton	78,304	106,943	28,639
Weston*	127,026	132,477	5,451
445,526			

*\*Updates from Melissa's plan*

# East Side Assumptions



Planning Area	2012	2015	Change
Anna	146,017	285,736	139,720
Blue Ridge	62,581	413,041	350,459
Farmersville	106,002	371,188	265,186
Josephine	6,338	22,763	16,425
Lavon	20,715	41,779	21,064
Nevada	11,770	56,767	44,997
Royse City	40,906	87,084	46,178
Rockwall	5,667	23,746	18,079
902,108			

# Build-out Population



City Updates	445,526
East Side Assumptions	902,108
2013 Estimate	2,088,456
<b>Build-Out Population</b>	<b>3,436,090</b>

# How can we fit all these people into the County?



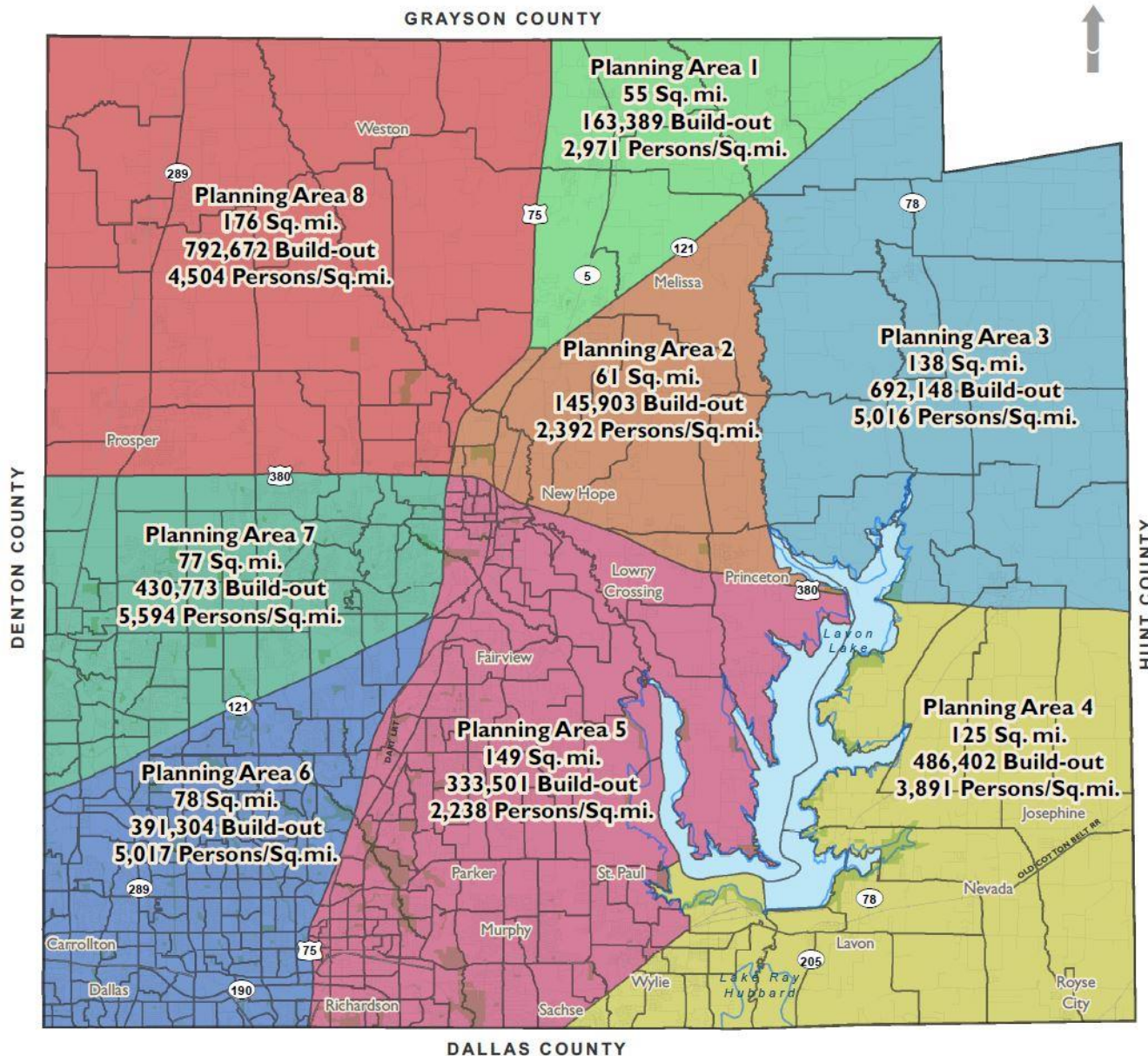
County	Square Miles	2014 Population (millions)	2014 Persons per Square Mile	2050 Projection* (millions)	Projected Persons per Square Mile
Bexar	1,257	1.9	<b>1,512</b>	3.1	<b>2,400</b>
Collin	886	0.9	<b>1,016</b>	3.8	<b>4,200</b>
Dallas	908	2.5	<b>2,753</b>	3.5	<b>3,900</b>
Denton	958	0.8	<b>835</b>	3.0	<b>3,100</b>
El Paso	1,015	0.8	<b>788</b>	1.4	<b>1,400</b>
Harris	1,778	4.4	<b>2,475</b>	7.5	<b>4,200</b>
Tarrant	897	1.9	<b>2,118</b>	3.5	<b>3,900</b>
Travis	1,022	1.2	<b>1,174</b>	2.0	<b>1,900</b>

*\*State Demographer projections (1.0 scenario)*

# Planning Areas



Planning Area	Buildout	Persons/sq. mile
#1 (55 sq. miles)	163,389	3,000
#2 (61 sq. miles)	145,903	2,400
#3 (138 sq. miles)	692,148	5,000
#4 (125 sq. miles)	486,402	3,900
#5 (149 sq. miles)	333,501	2,200
#6 (78 sq. miles)	391,304	5,000
#7 (77 sq. miles)	430,773	5,600
#8 (176 sq. miles)	792,672	4,500



## Entire County

878 sq. miles

3,436,090 buildout

3,900 persons/sq. mile

## Without Lake

844 sq. miles

3,436,090 buildout

4,000 persons/sq. mile

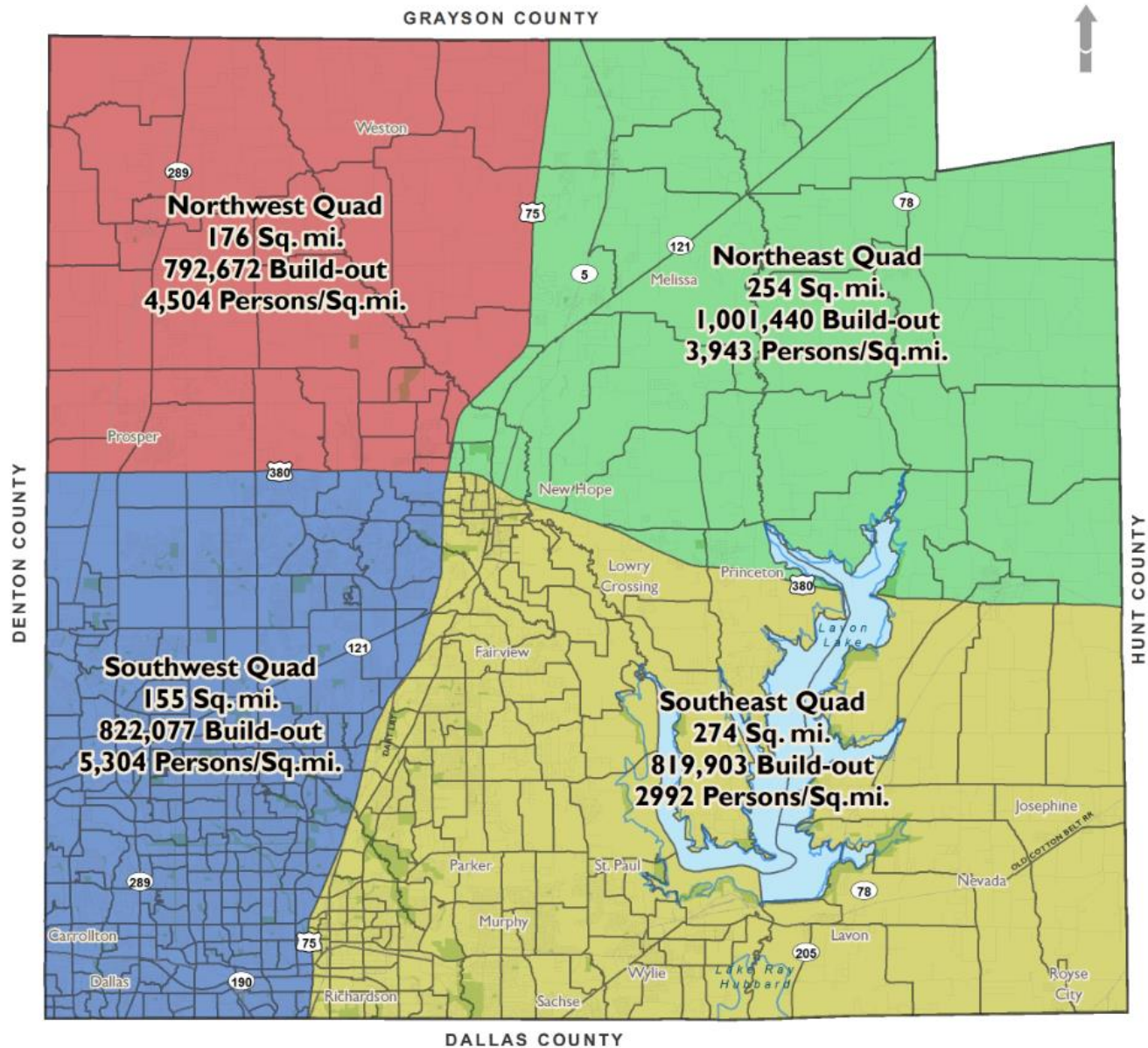
**Persons per Square Mile**

# Planning Quadrants



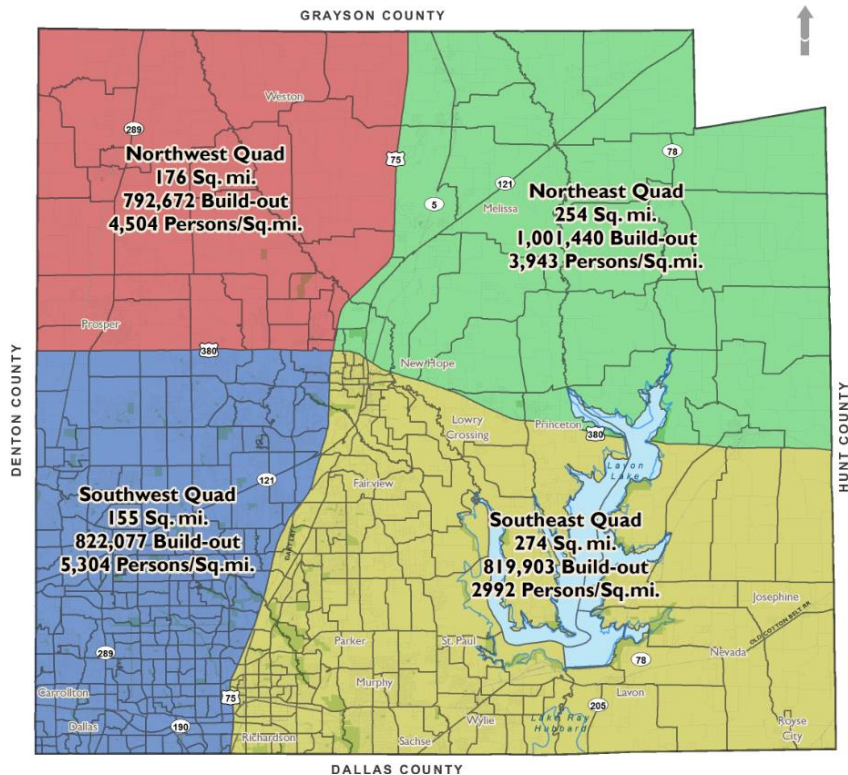
Quadrant	Buildout	Persons/sq. mile
Northeast (254 sq. miles)	1,001,440	3,900
Southeast (274 sq. miles)	819,903	3,000
Southwest (155 sq. miles)	822,077	5,300
Northwest (176 sq. miles)	792,672	4,500





Persons per Square Mile

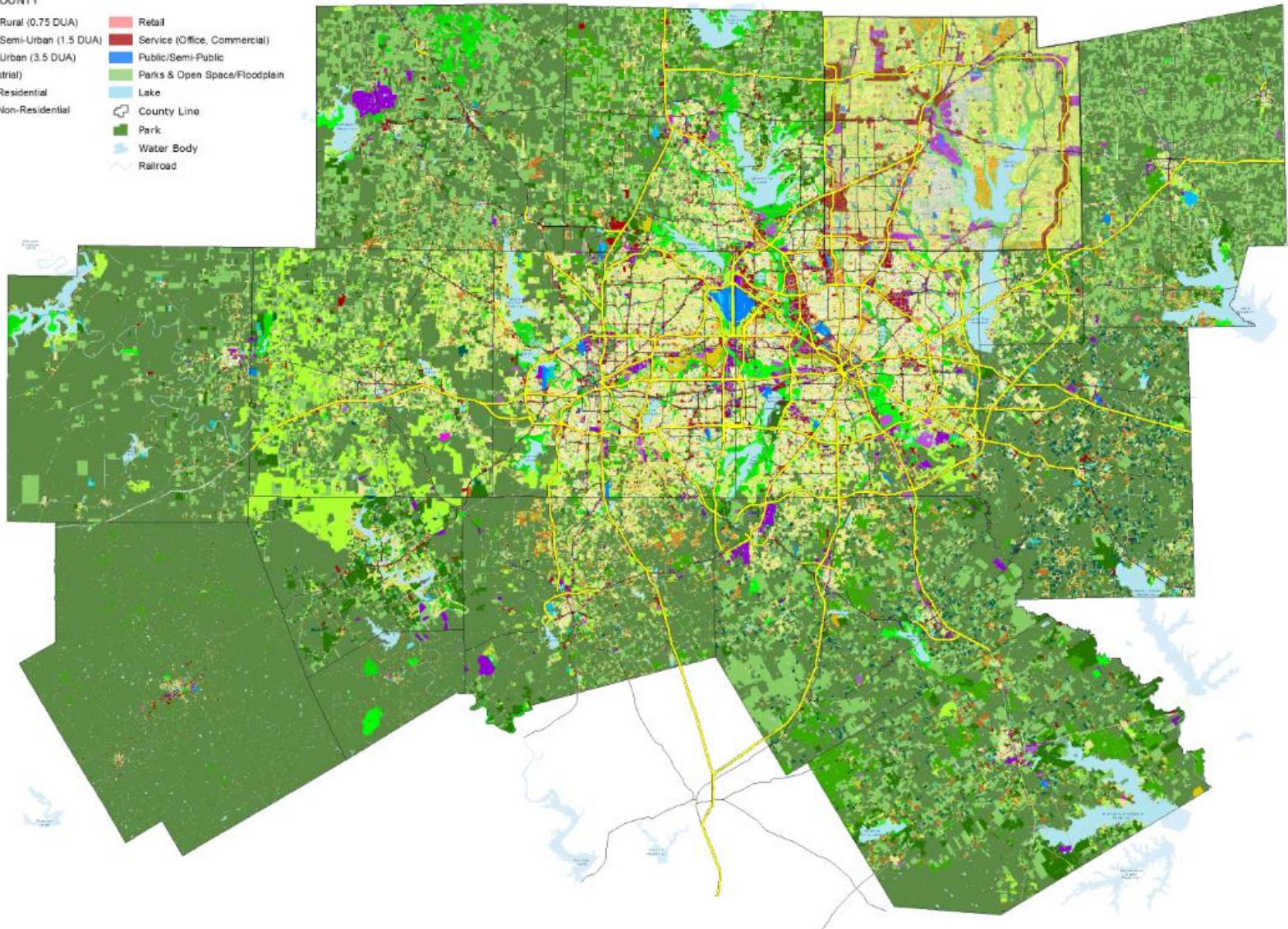




- North of 380 – 1.8 million
- South of 280 – 1.6 million
- West of 75 – 1.6 million
  - 38% of the County area
- East of 75 – 1.8 million
  - 62% of the County area

2015 FUTURE LAND USE  
FOR COLLIN COUNTY

- |                                  |                               |
|----------------------------------|-------------------------------|
| Residential Rural (0.75 DUA)     | Retail                        |
| Residential Semi-Urban (1.5 DUA) | Service (Office, Commercial)  |
| Residential Urban (3.5 DUA)      | Public/Semi-Public            |
| Basic (Industrial)               | Parks & Open Space/Floodplain |
| Mixed Use Residential            | Lake                          |
| Mixed Use Non-Residential        | County Line                   |
|                                  | Park                          |
|                                  | Water Body                    |
|                                  | Railroad                      |







4,900 persons/square mile





8,100 persons/square mile

# Build-Out Employment



# Employment



- 430,000 new jobs
  - More than what is currently in entire County
  - 353,000 jobs (4Q 2014)

Employment	2015
Basic	132,644
Retail	557,826
Service	907,550
	<b>1,598,020</b>

# Employment



- Some areas on west side decreased
  - Followed city plan updates

Planning Area	Decrease
Allen	(8,118)
Celina	(22,816)
Plano	(1,646)
Princeton	(588)

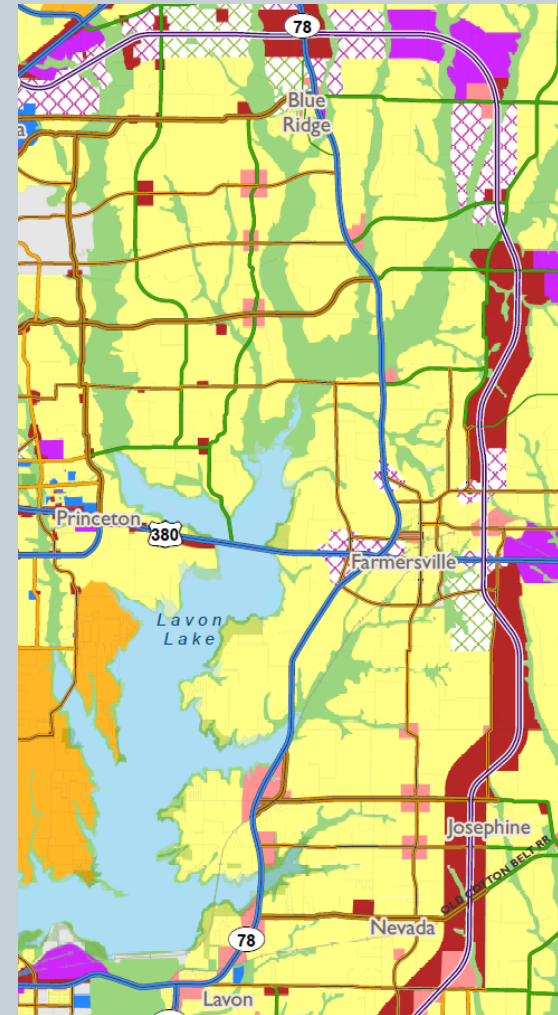


# Employment



- 73% of new jobs created by Outer Loop

Planning Area	Increase
Anna	36,449
Blue Ridge	130,282
Farmersville	116,875
Josephine	31,567
315,173	





# Employment Comparison (2014)



County	Population (millions)	Employment (millions)	Persons per job ratio
Denton	0.8	0.2	4.0
El Paso	0.8	0.3	2.7
Tarrant	1.9	0.8	2.4
<b>Collin</b>	<b>0.9</b>	<b>0.4</b>	<b>2.3</b>
Bexar	1.8	0.8	2.2
Harris	4.4	2.3	1.9
Dallas	2.5	1.6	1.6
Travis	1.1	0.7	1.6

**Collin Buildout Ratio = 2.1**

# Draft Buildout Scenario

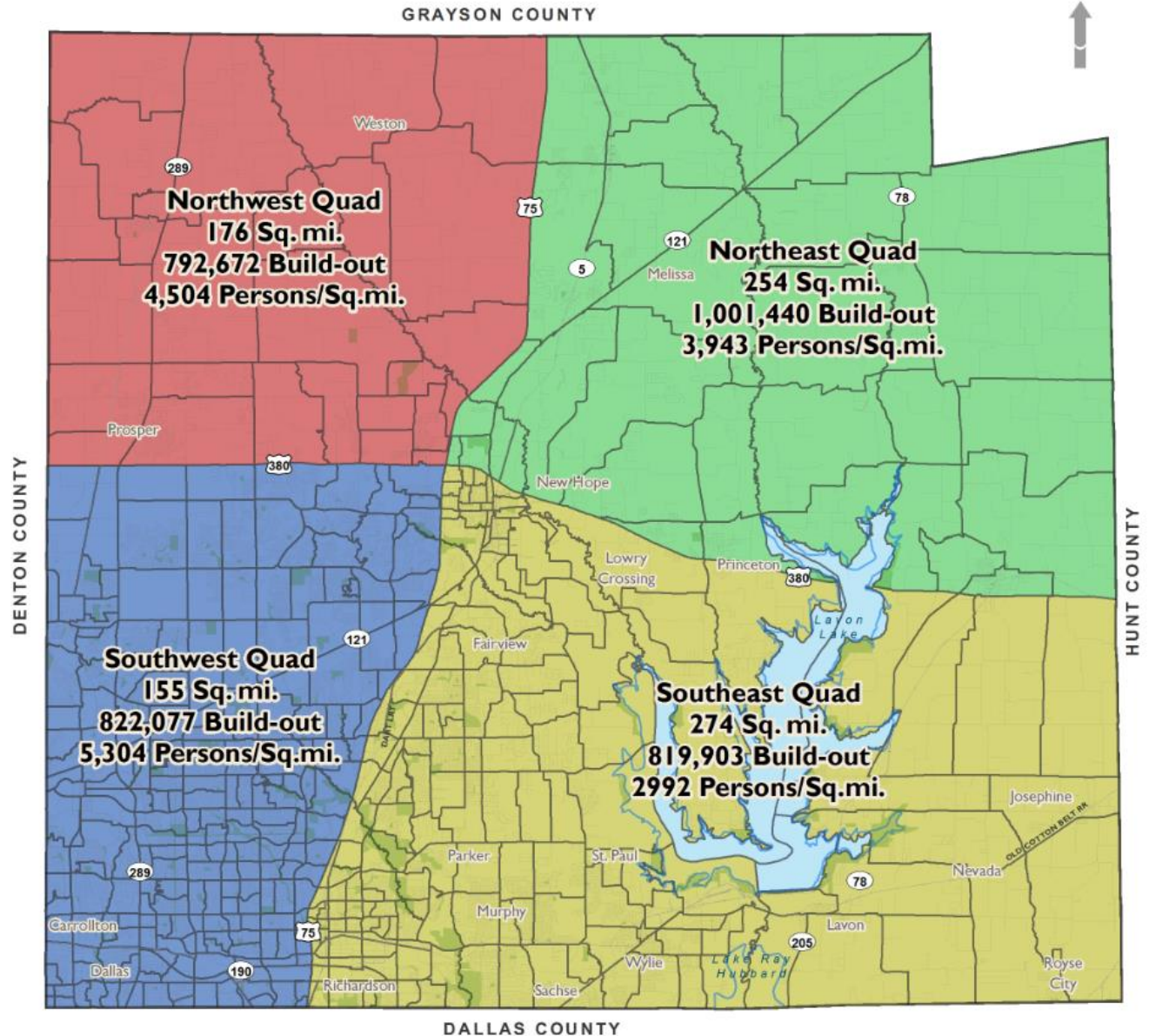


	Population (millions)	Employment (millions)
Old	2.09	1.17
New	3.44	1.60
Increase	1.35	0.43

“The projections seem  
a little high.”

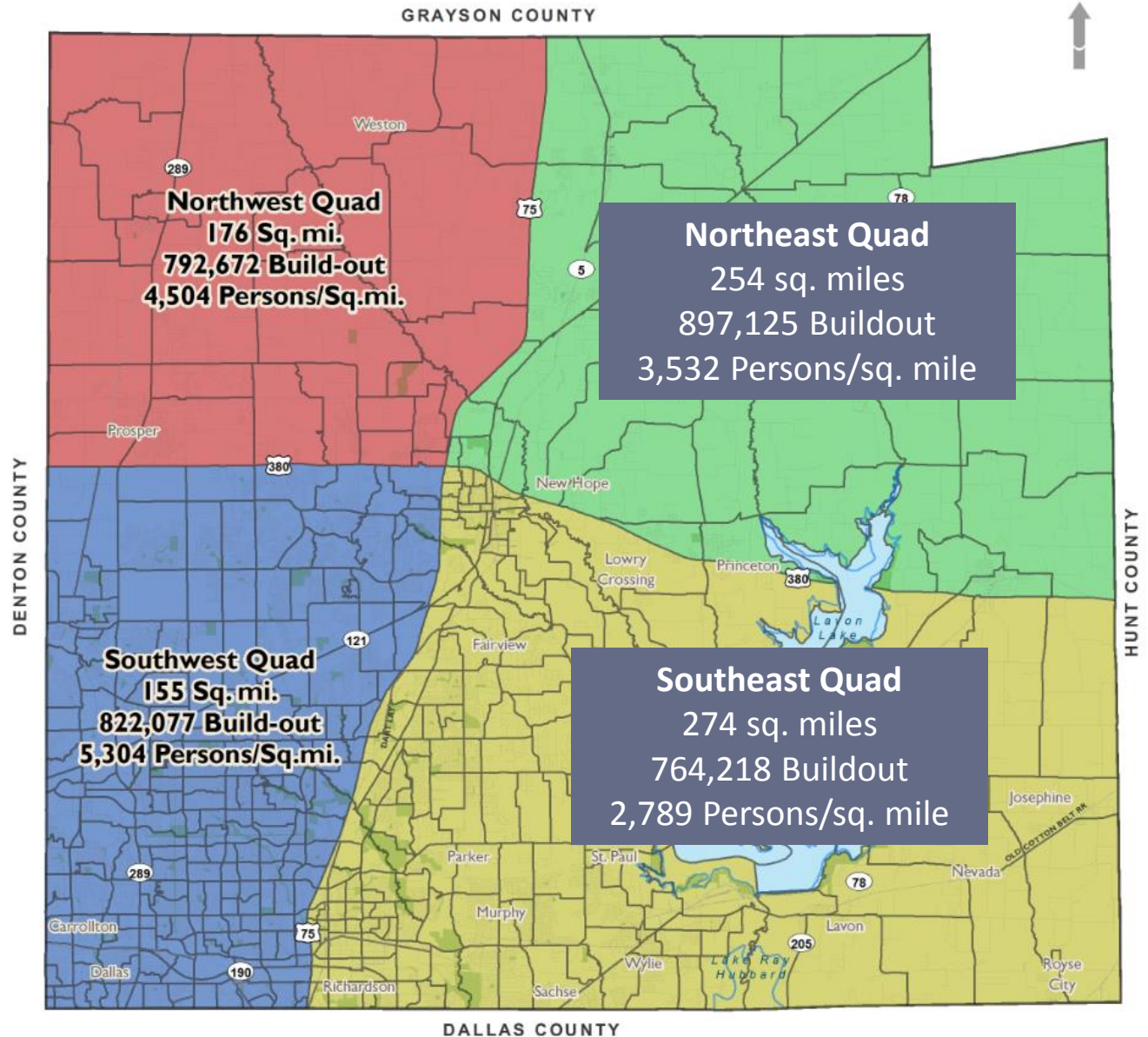


**6 DUA**  
**3.44**  
**million**



**Persons per Square Mile**

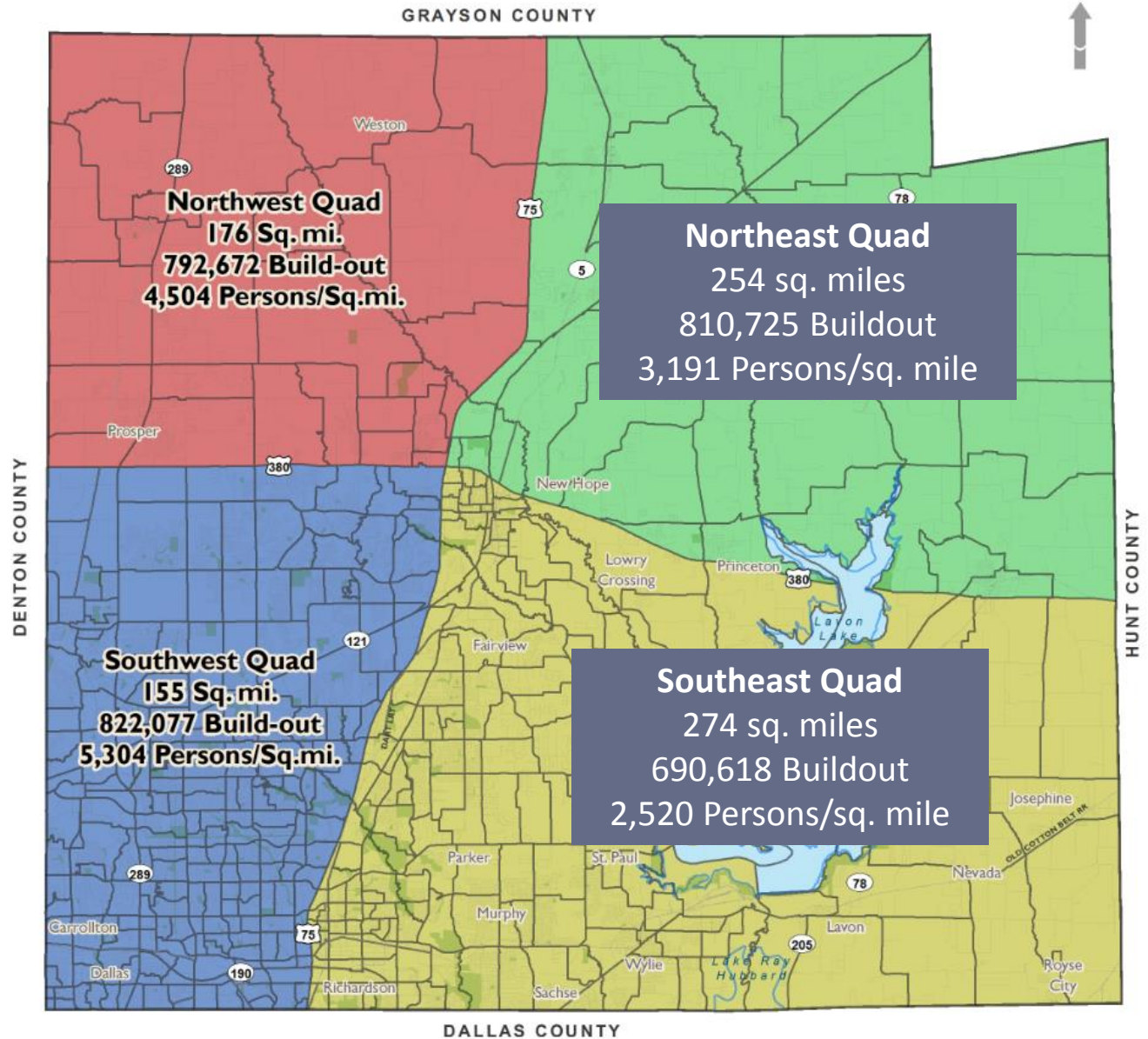
**5 DUA**  
**3.28**  
**million**



**Persons per Square Mile**



**4 DUA**  
**3.12**  
**million**



**Persons per Square Mile**

# Comparison of East Side Adjustments



East side adjustment	Population (millions)
6 DUA	3.44
5 DUA	3.28
4 DUA	3.12

*No change in employment*

# Discussion and Feedback



	Population (millions)	Employment (millions)
2013	2.09	1.17
6 DUA	3.44	1.60
Increase from 2013	1.35	0.43
5 DUA	3.28	1.60
Increase from 2013	1.19	0.43
4 DUA	3.12	1.60
Increase from 2013	1.03	0.43





TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: October 27, 2015

SUBJECT: Receive presentation regarding the wastewater system from Kimley Horn

- Jeff James with Kimley Horn will offer a presentation.

**ACTION: No action is required.**



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

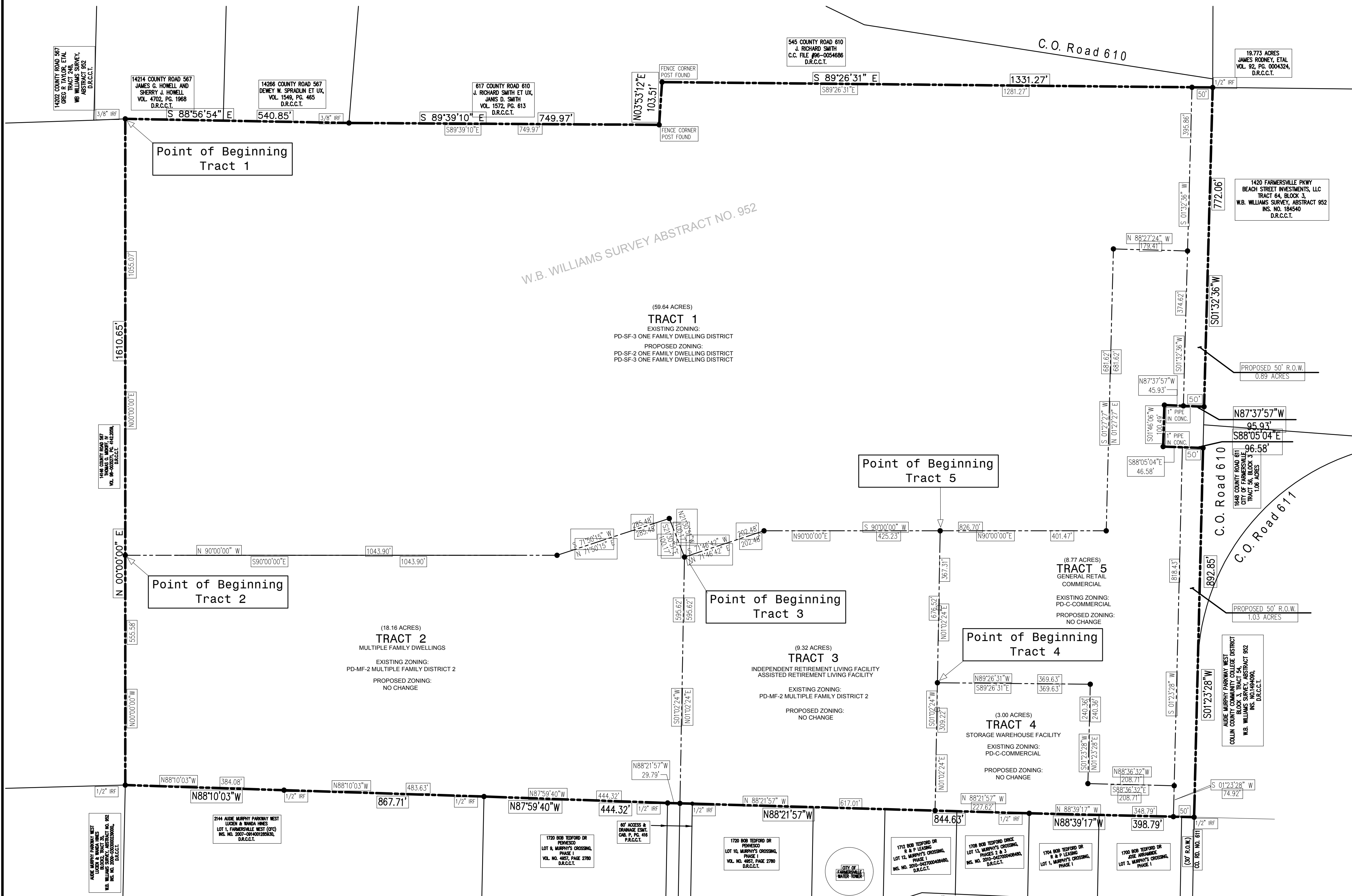
DATE: October 27, 2015

SUBJECT: Public Hearing to consider, discuss and act upon a request to change the zoning on approximately 100.81 acres of land in the W.B. Williams Survey, Abstract No. 952, in the City of Farmersville, Collin County, Texas, from Planned Development (PD) District with Single-Family 3 (SF-3), Multi-Family 2 (MF-2) and Commercial (C) District uses to Planned Development District with Single-Family 2 (SF-2) District uses, Single-Family 3 (SF-3) District uses, Multi-Family 2 (MF-2) District uses and Commercial (C) District uses, and approving certain exceptions to the requirements established by the base zoning of the Single-Family 2 (SF-2) District and the Single-Family 3 (SF-3) District

- An electronic map is included with the packet. A hard copy will be delivered to the Council for further review.
- Ordinance for the zoning changes is attached for review.
- Planning and Zoning Commission will meet on this topic 10/26/2015 and their recommendation will be presented at the Council meeting.

**ACTION:**

- 1) Open the Public Hearing and call the time.
- 2) Ask for those FOR the zoning change to come forward.
- 3) Ask for those OPPOSING the zoning change to come forward.
- 4) Close the Public Hearing and call the time.
- 5) Council to approve or disapprove the zoning change ordinance.



**REQUESTED ZONING**

PD-SF/MF/C  
Camden Park In  
Farmersville

Current Zoning:  
This property is currently located in the City of Farmersville at the intersection of County Road 612 and 611. The property is currently zoned as Planned Development, SF-3 One Family Dwelling District, MF-2 Multiple Family District, C-Commercial.

Tract 1 (Single Family Dwellings, SF-2 and SF-3):

- A minimum of 50 conforming to SF-2 standards will be concentrated along the northern property line.
- Minimum home size will be 1,500 sq.ft.
- Maximum lot coverage will be 52%.

Tract 2 (Multiple Family Dwellings, MF-2):

- No zoning change

Tract 3 (Retirement Living Facilities, MF-2):

- No zoning change

Tract 4 (Storage Warehouse Facility, C):

- No zoning change

Tract 5 (General Retail, C):

- No zoning change

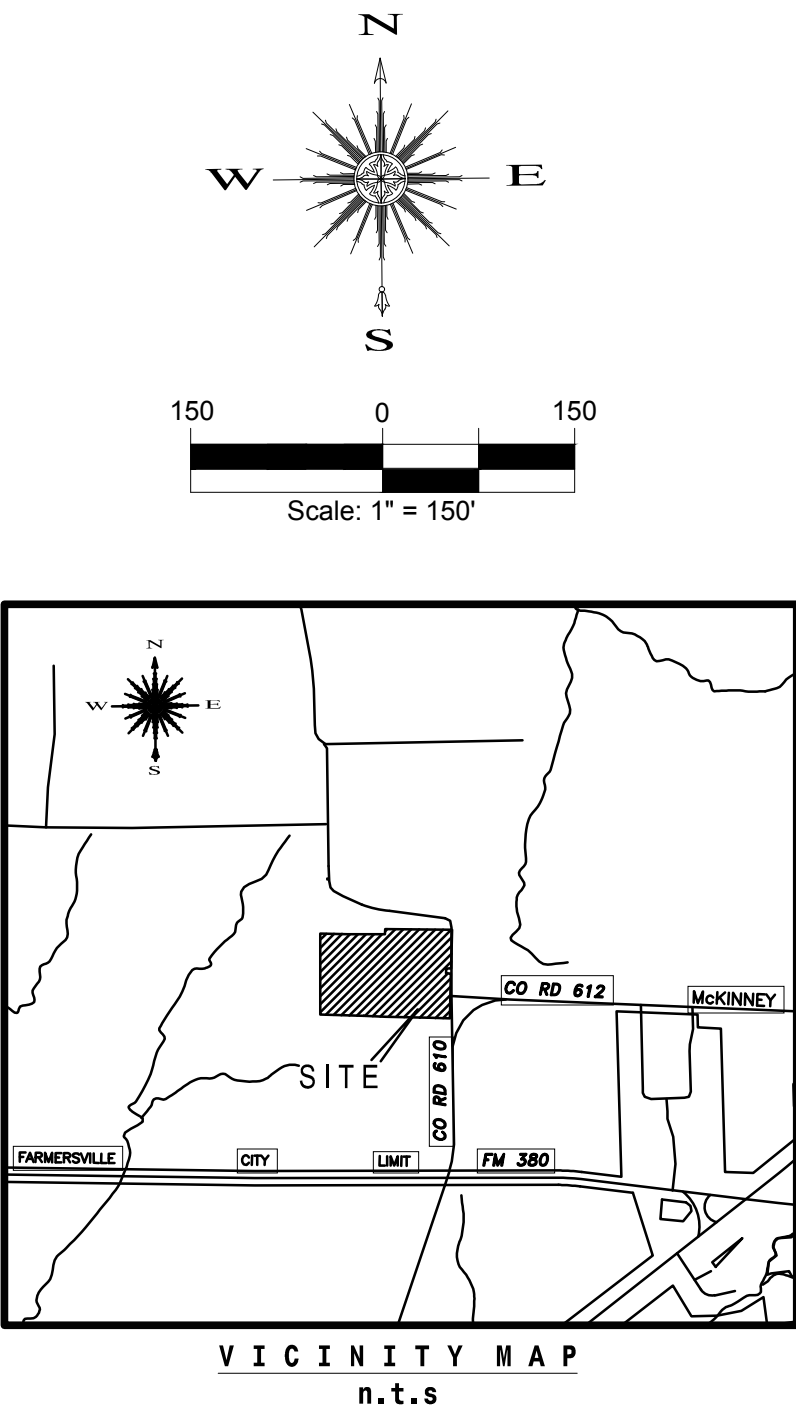
ZONING	EXISTING	EX. TRACT
Total Site	100.81 Acres	
Single Family 3-Zero Lot Line (SF-3)	55.11 Acres	Tract 1
Multifamily Dwellings (MF-2)	18.21 Acres	Tract 3
Retirement Living (MF-2)	10.30 Acres	Tract 4
General Retail (C)	15.27 Acres	Tract 2
Right-Of-Way Dedication	1.92 Acres	

ZONING	PROPOSED	PROP. TRACT
Total Site	100.81 Acres	
Combined Single Family 2 & 3 (SF-2 & SF-3)	59.64 Acres	Tract 1
Multifamily Dwellings (MF-2)	19.16 Acres	Tract 2
Retirement Living (MF-2)	9.32 Acres	Tract 3
Storage Warehouse (C)	11.77 Acres	Tract 4
General Retail (C)	8.77 Acres	Tract 5
Right-Of-Way Dedication	1.92 Acres	

**Commercial (C) Design Standards:**  
This development plans to follow the City of Farmersville Comprehensive Zoning Ordinance #2004-01, Revised September 25, 2012.

**Multi Family (MF-2) Design Standards:**  
This development plans to follow the City of Farmersville Comprehensive Zoning Ordinance #2004-01, Revised September 25, 2012.



**FLOOD CERTIFICATE**  
As determined by the FLOOD INSURANCE RATE MAPS for Collin County, Texas, the subject property Does Not lie within a Special Flood Hazard Area (100 Year Flood). Map date June 2, 2009 Community Panel No. 48085C0320J subject lot is located in Zone X.

**TRACT 1**  
BEING a part of a 100.81 acre tract of land situated in the W.B. Williams Survey, Abstract No. 952, in the City of FARMERSVILLE, as described by deed to SHG LAND INVESTMENTS OF FARMERSVILLE, LTD., as recorded in Instrument No. 2006-0530000726050 of the Deed Records of Collin County, Texas (D.R.C.C.T.) and being more particularly described by the following metes and bounds:  
BEGINNING AT A POINT for the northwest corner of said SHG Land Investments tract, same point being a 3/8" iron rod;  
THENCE S 88°56'54" E, a distance of 540.85 feet;  
THENCE S 89°39'10" E, a distance of 749.47 feet;  
THENCE N 03°53'12" E a distance of 103.51 feet;  
THENCE S 89°26'31" E a distance of 1281.27 feet;  
THENCE S 01°32'36" W a distance of 395.86 feet;  
THENCE N 88°27'24" W a distance of 179.41 feet;  
THENCE S 01°27'27" W a distance of 681.62 feet;  
THENCE N 90°00'00" W a distance of 826.70 feet;  
THENCE S 71°46'42" West a distance of 202.48 feet;  
THENCE N 21°30'51" W a distance of 100.17 feet;  
THENCE S 71°50'15" West a distance of 285.48 feet;  
THENCE N 90°00'00" W, a distance of 1043.90 feet;  
THENCE N 00°00'00" W a distance of 1055.07 feet to the POINT OF BEGINNING and containing 2,597,918 square feet or 59.64 acres of land, more or less.

**TRACT 2**  
BEING a part of a 100.81 acre tract of land situated in the W.B. Williams Survey, Abstract No. 952, in the City of FARMERSVILLE, as described by deed to SHG LAND INVESTMENTS OF FARMERSVILLE, LTD., as recorded in Instrument No. 2006-0530000726050 of the Deed Records of Collin County, Texas (D.R.C.C.T.) and being more particularly described by the following metes and bounds:  
BEGINNING AT A POINT for the northwest corner of Tract 2, same point being the southwest corner of Tract 1 out of said SHG Land Investments tract;  
THENCE S 90°00'00" E a distance of 1043.90 feet;  
THENCE N 71°50'15" E a distance of 285.48 feet;  
THENCE S 01°02'24" E a distance of 595.62 feet;  
THENCE N 87°59'40" W a distance of 444.32 feet;  
THENCE N 88°10'03" W a distance of 483.63 feet;  
THENCE N 88°10'03" W a distance of 384.08 feet;  
THENCE N 00°00'00" W a distance of 555.58 feet to the POINT OF BEGINNING and containing 791,050 square feet or 18.16 acres of land, more or less.

**TRACT 3**  
BEING a part of a 100.81 acre tract of land situated in the W.B. Williams Survey, Abstract No. 952, in the City of FARMERSVILLE, as described by deed to SHG LAND INVESTMENTS OF FARMERSVILLE, LTD., as recorded in Instrument No. 2006-0530000726050 of the Deed Records of Collin County, Texas (D.R.C.C.T.) and being more particularly described by the following metes and bounds:  
BEGINNING AT A POINT for the northwest corner of Tract 3, same point being on northeast corner of Tract 2, out of the SHG Land Investments tract;  
THENCE N 71°46'42" E a distance of 202.48 feet;  
THENCE N 90°00'00" E a distance of 425.23 feet;  
THENCE S 01°02'24" W a distance of 676.52 feet;  
THENCE N 88°21'57" W a distance of 617.01 feet;  
THENCE N 01°02'24" E a distance of 701.82 feet to the POINT OF BEGINNING and containing 405,979 square feet or 9.32 acres of land, more or less.

**TRACT 4**  
BEING a part of a 100.81 acre tract of land situated in the W.B. Williams Survey, Abstract No. 952, in the City of FARMERSVILLE, as described by deed to SHG LAND INVESTMENTS OF FARMERSVILLE, LTD., as recorded in Instrument No. 2006-0530000726050 of the Deed Records of Collin County, Texas (D.R.C.C.T.) and being more particularly described by the following metes and bounds:  
BEGINNING AT A POINT for the northwest corner of Tract 4, same point being on the east line of Tract 3 and also being the southwest corner of Tract 5 out of said SHG Land Investments tract;  
THENCE S 89°26'31" E a distance of 369.63 feet;  
THENCE S 01°23'28" W a distance of 240.36 feet;  
THENCE S 88°36'32" E a distance of 208.71 feet;  
THENCE S 01°23'28" W a distance of 74.92 feet;  
THENCE N 88°39'16" W a distance of 348.79 feet;  
THENCE N 88°21'57" W a distance of 227.62 feet;  
THENCE N 01°02'24" E a distance of 309.22 feet;  
to the POINT OF BEGINNING and containing 130,680 square feet, 3.00 Acres, more or less.

**TRACT 5**  
BEING a part of a 100.81 acre tract of land situated in the W.B. Williams Survey, Abstract No. 952, in the City of FARMERSVILLE, as described by deed to SHG LAND INVESTMENTS OF FARMERSVILLE, LTD., as recorded in Instrument No. 2006-0530000726050 of the Deed Records of Collin County, Texas (D.R.C.C.T.) and being more particularly described by the following metes and bounds:  
BEGINNING AT A POINT for the northwest corner of said Tract 5, same point being the northeast corner of said Tract 3, same point being a point on south line of Tract 1, out of the SHG Land Investments tract;  
THENCE N 90°00'00" E distance of 401.47 feet;  
THENCE N 01°27'27" East a distance of 681.62 feet;  
THENCE S 88°27'24" East a distance of 179.41 feet;  
THENCE S 01°32'36" W a distance of 374.62 feet;  
THENCE N 87°37'57" W a distance of 45.93 feet;  
THENCE S 01°46'06" W a distance of 100.49 feet;  
THENCE S 88°05'04" E a distance of 46.58 feet;  
THENCE S 01°23'28" W a distance of 818.43 feet;  
THENCE N 88°36'32" W a distance of 208.71 feet;  
THENCE N 01°23'28" E a distance of 240.36 feet;  
THENCE N 89°26'31" W distance of 369.63 feet;  
THENCE N 01°02'24" E distance of 367.313 feet;  
to the POINT OF BEGINNING and containing 382,021 square feet, 8.77 Acres, more or less.

Residential Lots,  
1 Multi-Family Tract  
Commercial/Retail Lots & Open Spaces

## ZONING EXHIBIT

# Camden Park

A 100.81 ACRE TRACT OUT OF THE  
W.B. WILLIAMS SURVEY, ABSTRACT NO. 952,  
BLOCK 2, TRACT 53  
CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS

OWNER/DEVELOPER :  
**SHG LAND INVESTMENTS OF FARMERSVILLE, LTD.**  
9400 N. Central Expwy, S. 404  
Dallas, Texas 75235  
972.479.8724

ENGINEER :  
**Crannell Crannell & Martin**  
Engineering Corporation  
TBPE FIRM #605  
2570 FM 407, Suite 209  
Highland Village, Texas 75077  
Ph: 972.691.6633

**CITY OF FARMERSVILLE  
ORDINANCE #2015-1027-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING THE OFFICIAL ZONING DISTRICT MAP OF THE COMPREHENSIVE ZONING ORDINANCE, ORDINANCE NO. 2004-01, AS AMENDED, BY CHANGING THE ZONING ON APPROXIMATELY 100.81 ACRES OF LAND IN THE W. B. WILLIAMS SURVEY, ABSTRACT NO. 952, IN THE CITY OF FARMERSVILLE, COLLIN COUNTY, TEXAS, FROM PLANNED DEVELOPMENT (PD) DISTRICT WITH SINGLE-FAMILY 3 (SF-3), MULTI-FAMILY 2 (MF-2), AND COMMERCIAL (C) DISTRICT USES TO PLANNED DEVELOPMENT DISTRICT WITH SINGLE-FAMILY 2 (SF-2) DISTRICT USES, SINGLE-FAMILY 3 (SF-3) DISTRICT USES, MULTI-FAMILY 2 (MF-2) DISTRICT USES AND COMMERCIAL (C) DISTRICT USES, AND APPROVING CERTAIN EXCEPTIONS TO THE REQUIREMENTS ESTABLISHED BY THE BASE ZONING OF SINGLE-FAMILY 2 (SF-2) DISTRICT AND SINGLE-FAMILY 3 (SF-3) DISTRICT IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, after public notice and public hearing as required by law, the Planning and Zoning Commission of the City of Farmersville, Texas, has recommended a change in zoning classification of the property described herein and has recommended amending the official zoning map of the City of Farmersville, Texas, regarding the rezoning of the property hereinafter described; and

**WHEREAS**, all legal requirements, conditions, and prerequisites have been complied with prior to this case coming before the City Council of the City of Farmersville; and

**WHEREAS**, the City Council of the City of Farmersville, after public notice and public hearing as required by law, and upon due deliberation and consideration of the recommendation of the Planning and Zoning Commission of the City of Farmersville and of all testimony and information submitted during said public hearings, has determined that in the public's best interest and in support of the health, safety, morals, and general welfare of the citizens of the City, the zoning of the property described herein shall be changed and that the official zoning map of the City of Farmersville, Texas, should be amended to reflect the rezoning of the property herein described;

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

**SECTION I.** All of the above premises are found to be true and correct legislative and factual determinations of the City of Farmersville and are hereby

approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION II.** From and after the effective date of this Ordinance, the property described herein shall be rezoned as set forth in this section, and the Official Zoning Map of the Comprehensive Zoning Ordinance, Ordinance No. 2004-01, as amended, of the City of Farmersville, Texas, is hereby amended and changed in the following particulars to reflect the action taken herein, and all other existing sections, subsections, paragraphs, sentences, definitions, phrases, and words of the City's Zoning Ordinance are not amended but shall remain intact and are hereby ratified, verified, and affirmed, in order to create a change in the zoning classification of the property described herein, as follows:

That certain tract of land containing approximately 100.81 acres of land in the W. B. Williams Survey, Abstract No. 952, and more fully described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), presently zoned Planned Development District with Single-Family 3 (SF-3), Multi-Family 2 (MF-2), and Commercial (C) District uses is hereby rezoned to Planned Development District with at least fifty (50) single-family residential lots meeting the minimum standards for Single-Family 2 (SF-2) District uses and the remainder of the single-family residential lots meeting the minimum standards for Single-Family 3 (SF-3) District uses - as such standards may be modified by this Ordinance - on Tract 1 containing approximately 59.64± acres of land, Multi-Family 2 (MF-2) District uses on Tract 2 containing approximately 18.16± acres of land, and Commercial (C) District uses on Tracts 3, 4 and 5 containing approximately 9.32± acres, 3.0± acres and 8.77± acres of land, respectively, as such tracts of land are generally depicted and described on Exhibit "B" (Zoning Exhibit) in accordance with the City's Master Plan and Zoning Ordinance, and in accordance with Exhibit "C" (Development Standards) and Exhibit "D" (Concept Plan) all of which exhibits are attached hereto and incorporated herein by reference for all purposes allowed by law. In the event of any conflict between any exhibit attached hereto and this Ordinance, the language and contents of this Ordinance shall control.

**SECTION III.** It is directed that the official zoning map of the City of Farmersville be changed to reflect the zoning classification established by this Ordinance.

**SECTION IV.** It is further directed that the following modifications to the requirements of the Single-Family 2 (SF-2) base zoning district are approved through the adoption of this Planned Development District regarding the fifty single-family residential lots identified for Single-Family 2 (SF-2) District uses on that portion of the Property identified herein as Tract 1 and as designated on the Concept Plan attached hereto as Exhibit D:

- (a) Section 77-161 is hereby modified to confirm that the minimum lot area shall be no less than 7,200 square feet for the designated SF-2 lots within Tract 1;
- (b) Section 77-164 is hereby modified to increase the minimum dwelling size to no less than 1,500 square feet in area for lots within Tract 1;

- (c) Section 77-166(b)(4) is hereby modified regarding a corner lot used for one-family dwellings to increase the required side yard setback along the street frontage on which the property is NOT addressed to at least twenty feet (20') and allowing the setback on the other street frontage (twenty-five foot) to be treated as the front yard setback for said property for lots within Tract 1; and
- (d) Section 77-168 is hereby modified to increase the maximum percentage of any lot area that may be covered by the main area and all accessory buildings to no more than sixty percent (60%) of the lot area for lots within Tract 1.

**SECTION V.** It is also directed that the following modifications to the requirements of the Single-Family 3 (SF-3) base zoning district are approved through the adoption of this Planned Development District regarding the single-family residential lots identified for Single-Family 3 (SF-3) District uses on that portion of the Property identified herein as Tract 1 and as designated on the Concept Plan attached hereto as Exhibit D:

- (a) Section 77-161 is hereby modified to confirm that the minimum lot area shall be no less than five thousand (5,000) square feet for the designated SF-3 lots within Tract 1;
- (b) Section 77-162 is hereby modified to confirm that the minimum lot width shall be no less than fifty feet (50') for lots within Tract 1;
- (c) Section 77-163 is hereby modified to increase the minimum lot depth to no less than one hundred feet (100') for lots within Tract 1;
- (d) Section 77-164 is hereby modified to increase the minimum dwelling size to no less than 1,500 square feet in area for lots within Tract 1;
- (e) Section 77-166(b)(4) is hereby modified regarding a corner lot used for one-family dwellings to increase the required side yard setback along the street frontage on which the property is NOT addressed to at least twenty feet (20') and allowing the setback on the other street frontage (twenty-five foot) to be treated as the front yard setback for said property for lots within Tract 1; and
- (f) Section 77-168 is hereby modified to increase the maximum percentage of any lot area that may be covered by the main area and all accessory buildings to no more than sixty percent (60%) of the lot area for lots within Tract 1.

**SECTION VI.** All provisions of the ordinances of the City of Farmersville in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Farmersville not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**SECTION VII.** It is hereby declared to be the intention of the City Council 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 shall be declared unconstitutional by any court of competent

jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.

**SECTION VIII.** Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Farmersville, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION IX.** This ordinance shall be in full force and effect from and after its passage, approval, recording, and publication as provided by law.

**PASSED** on first and final reading on the 27<sup>th</sup> day of October, 2015, at a properly scheduled meeting of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

**APPROVED THIS 27<sup>th</sup> DAY OF OCTOBER, 2015.**

**APPROVED:**

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

**ATTEST:**

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

## Exhibit "A"

### *Property Description*

#### OWNERS CERTIFICATE

Being all that tract of land in Collin County, Texas, out of the W.B. Williams Survey, A-952, and being part of that called 100.81 acres of land described in a deed to SHG LAND INVESTMENTS OF FARMERSVILLE, LTD., as recorded by Instrument No. 20060530000726050 of the Deed Records of Collin County, Texas (D.R.C.C.T.), and being further described as follows:

Beginning at a 1/2" iron rod found in County Road No. 610 at the Northeast corner of said 101.80 acres;

THENCE South 01°32'36" West, a distance of 772.06 feet to a point for corner in said County Road No. 610, said point being the northeast corner of a tract of land conveyed to Community Public Service Company by deed recorded in Volume 456, Page 269, D.R.C.C.T.;

THENCE North 87°37'57" West, a distance of 95.93 feet to a 1" pipe in concrete found for the northwest corner of said Community Public tract;

THENCE South 01°46'06" West, a distance of 100.49 feet to a 1" pipe in concrete found for the southwest corner of said Community Public tract;

THENCE South 88°05'04" East, a distance of 96.58 feet to a point corner in said County Road No. 610, said point being the southeast corner of said Community Public tract;

THENCE South 01°23'28" West, along said County Road No. 610 and County Road No. 611, a distance of 892.85 feet to a point for corner in said County Road No. 611, same being the southeast corner of said 101.80 acres, and the northeast corner of Murphy's Crossing Phase I as recorded in Cabinet P, Page 416, Plat Records of Collin County, Texas (P.R.C.C.T.);

THENCE North 88°39'17" West, along the south line of said 101.80 acres, a distance of 398.79 feet to a 1/2" iron rod found for the northwest corner of said Murphy's Crossing Phase I, said point being the northeast corner of Murphy's Crossing Phase 2 & 3;

THENCE North 88°21'57" West, continuing along the south line of said 101.80 acres, a distance of 874.41 feet to a 1/2" iron rod found for corner;

THENCE North 87°59'40" West, continuing along the south line of said 101.80 acres, a distance of 444.32 feet to a 1/2" iron rod found for the northwest corner of said Murphy's Crossing Phase 2 & 3, said point being the northeast corner of a tract of land conveyed to Lucien Hines and wife, Wanda L. Hines according to County Clerks File No. 96-0043148, D.R.C.C.T.;

THENCE North 88°10'03" West, continuing along the south line of said 101.80 acres, a distance of 867.71 feet to a 1/2" iron rod found for the southwest corner of said 101.80 acres, said point also being the southeast corner of a tract of land conveyed to Thomas O. Midkiff, IV by deed recorded in Volume 4142, Page 2059, D.R.C.C.T.;

THENCE North 00°00'00" East, along the west line of said 101.80 acres, a distance of 1,610.65 feet to a 3/8" iron rod found for the northwest corner of said 101.80 acres, said point being in the south line of a tract of land conveyed to James G. Howell and Sherry J. Howell by deed recorded in Volume 4702, Page 1968, D.R.C.C.T.;

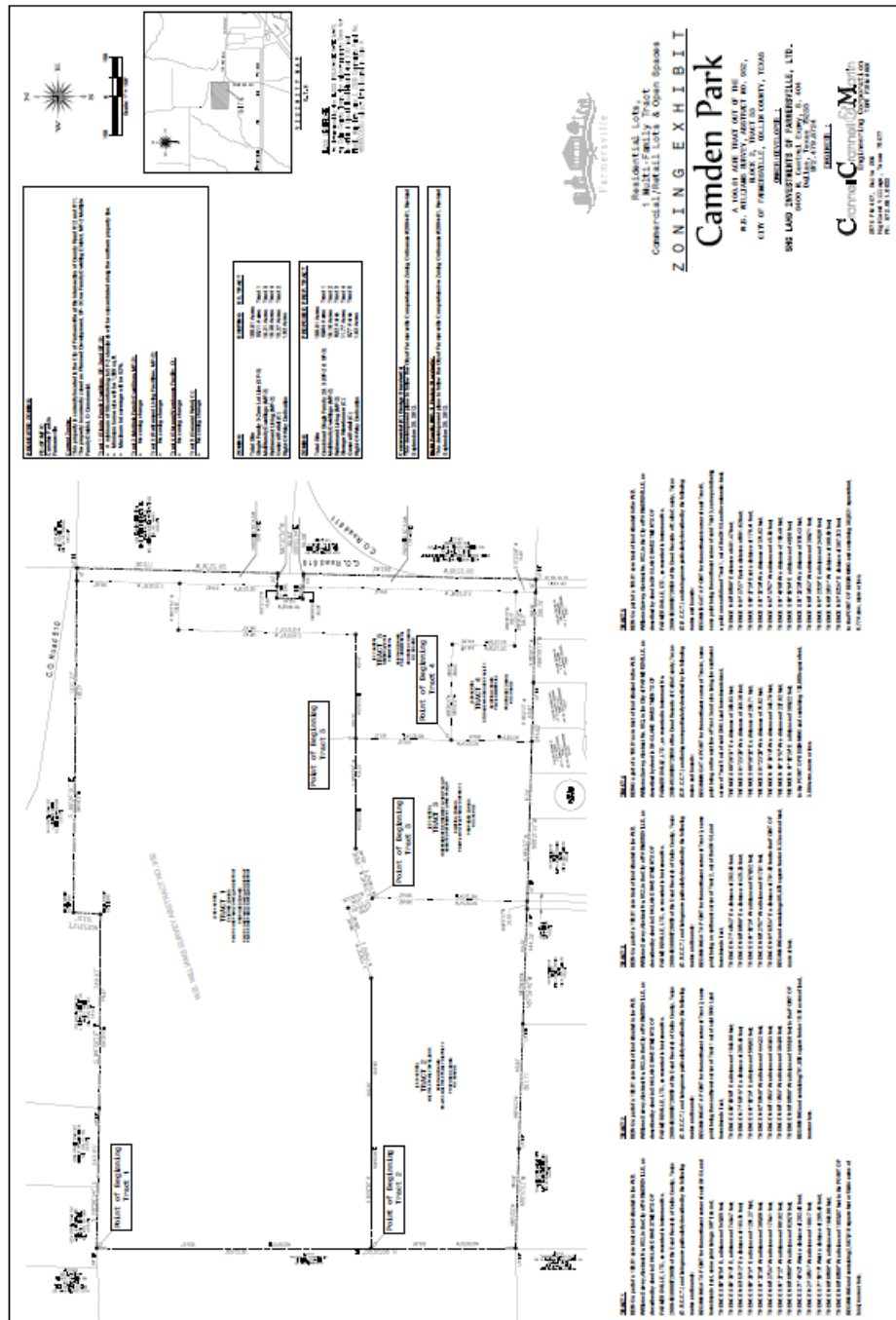
THENCE South 88°56'54" East, along the north line of said 101.80 acres, passing the southeast corner of said Howell tract, same being the southwest corner of a tract of land conveyed to Dewey W. Spradlin, et ux, Shirley Spradlin by deed recorded in Volume 1549, Page 465, D.R.C.C.T., a distance of 540.85 feet to a 3/8" iron rod found for the southeast corner of said Spradlin tract, same being the southwest corner of a tract of land conveyed to J. Richard Smith, et ux, Janis D. Smith by deed recorded in Volume 1572, Page 613, D.R.C.C.T.;

THENCE South 89°39'10" East, along the north line of said 101.80 acres, a distance of 749.97 feet to a fence corner post found for corner, said point being the southeast corner of said Smith tract;

THENCE North 03°53'12" East, a distance of 103.51 feet to a fence corner post found for corner, said point being the southwest corner of a tract of land conveyed to J. Richard Smith by deed recorded in County Clerk's File No. 96-0054686, D.R.C.C.T.;

THENCE South 89°26'31" East, along the north line of said 101.80 acres, a distance of 1,331.27 feet to the POINT OF BEGINNING and containing 4,391,163 square feet or 100.81 acres of computed land.





## **Exhibit “C”**

### *Development Standards*

#### **CAMDEN PARK**

The Planned Development District depicted in Exhibit “C” shall be developed in accordance with the City of Farmersville’s Zoning Ordinance, Subdivision Regulations and other applicable ordinances, as amended, and shall be subject to the following requirements and conditions.

#### **A. TRACT 1: SINGLE-FAMILY 2 (SF-2) AND SINGLE-FAMILY 3 (SF-3) BASE ZONING DISTRICT USES.**

The area identified as Tract 1 on Exhibit “B” (Zoning Exhibit) and Exhibit “D” (Concept Plan), attached hereto, containing approximately 59.64± acres shall be developed in compliance with all regulations applicable to Single-Family 2 (SF-2) and Single-Family 3 (SF-3) District uses contained in the City’s Code of Ordinances, as amended, save and except only to the extent otherwise specifically provided to the contrary in this Ordinance.

1. **Permitted Uses.** The following uses may be permitted in the area designated as Tract 1 on Exhibits “B” and “D” for Single-Family 2 (SF-2) and Single-Family 3 (SF-3) District uses:
  - a. All uses as identified and defined in the Farmersville, Texas Code of Ordinances as being permitted by right.
2. **Specific Uses.** The following uses may be permitted in the area designated as Tract 1 on Exhibits “B” and “D” as Single-Family 2 (SF-2) and Single-Family 3 (SF-3) District uses with a Specific Use Permit (SUP) approved by the City Council:
  - a. All uses as identified and defined in the Farmersville, Texas Code of Ordinances as being permitted upon approval a Specific Use Permit (SUP).
3. **Temporary Uses.** The following uses may be permitted in the area designated as Tract 1 on Exhibits “B” and “D” as Single-Family 2 (SF-2) and Single-Family 3 (SF-3) District uses only upon approval of a temporary use permit by the City Council:
  - a. All uses as identified and defined in the Farmersville, Texas Code of Ordinances as being permitted upon approval a temporary use permit.
4. **Minimum and Maximum Dimensions.** The minimum and maximum dimensions for development of the Single-Family 2 (SF-2) and Single-

Family 3 (SF-3) District uses shall be as provided in the Farmersville, Texas Code of Ordinances save and except only to the extent specifically modified in Sections IV and V of this Ordinance.

5. **Prohibited Uses.** Any use not indicated within the Permitted Uses, Specific Uses, or Temporary Uses above shall not be permitted within this Planned Development District.

6. **Miscellaneous Standards.**

- a. The maximum number of lots used for residential purposes shall be limited to 290 lots.
- b. At least fifty (50) lots of such 290 residential lots shall meet the minimum standards for Single-Family 2 (SF-2) District uses, as such standards may be modified by this Ordinance.
- c. Developer shall create a homeowner's association identified as the Camden Park Homeowner's Association (the "Association") to which entity all open space shall be developed. Membership in the Association shall be mandatory for all owners of property and such membership shall be conditioned upon ownership of property within the Single-Family 2 (SF-2) and Single-Family 3 (SF-3) District areas and such membership shall be transferred from owner to owner together with the conveyance of any real property within said areas.

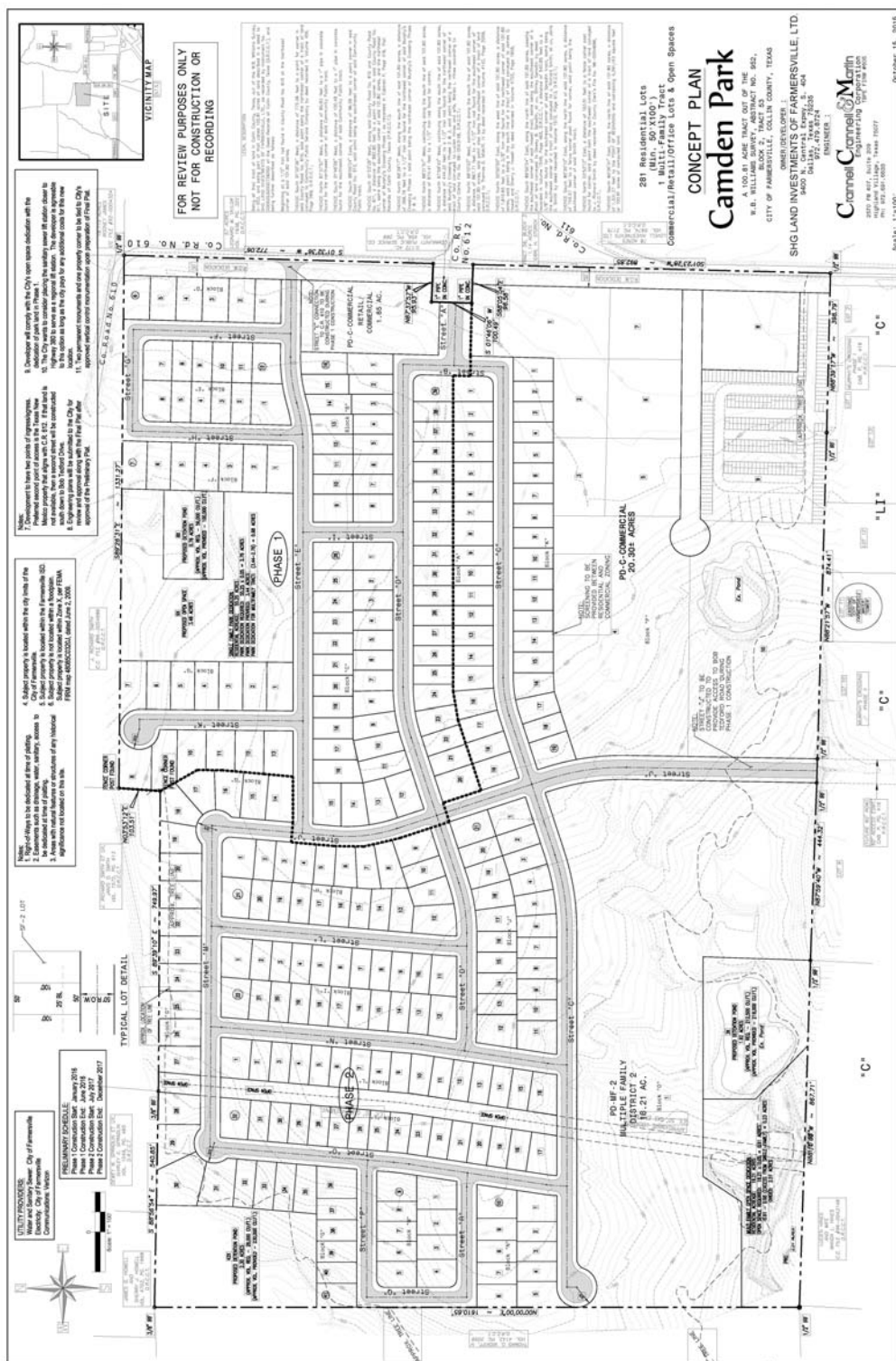
**B. TRACT 2: MULTI-FAMILY 2 (MF-2) BASE ZONING DISTRICT USES.**

The area identified as Tract 2 on Exhibit "B" (Zoning Exhibit) and Exhibit "C" (Concept Plan), attached hereto, containing approximately 18.16± acres shall be developed in compliance with all regulations applicable to Multi-Family 2 (MF-2) District uses contained in the City's Code of Ordinances, as amended, save and except only to the extent otherwise specifically provided to the contrary in this Ordinance.

**C. TRACTS 3, 4 and 5: COMMERCIAL (C) BASE ZONING DISTRICT USES.**

The areas identified as Tracts 3, 4 and 5 on Exhibit "B" (Zoning Exhibit) and Exhibit "C" (Concept Plan), attached hereto, containing approximately 9.32± acres, 3.00± acres and 8.77± acres, respectively, shall be developed in compliance with all regulations applicable to Commercial (C) District uses contained in the City's Code of Ordinances, as amended, save and except only to the extent otherwise specifically provided to the contrary in this Ordinance.

## Concept Plan







TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: October 27, 2015

SUBJECT: First reading to consider, discuss and act upon an ordinance adopting the International Swimming Pool and Spa Code with modifications

- An ordinance is attached for review.

**ACTION: Approve or disapprove first reading of the ordinance as presented.**

**CITY OF FARMERSVILLE  
ORDINANCE # O-2015-1117-001**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED THROUGH THE AMENDMENT OF CHAPTER 32, "HEALTH AND SANITATION," BY DELETING ARTICLE III, "SWIMMING POOLS, SPAS AND HOT TUBS," AND SECTIONS 32-182 THROUGH 32-222 THEREOF IN THEIR ENTIRETY AND ADOPTING A NEW ARTICLE III THAT IS ALSO ENTITLED "SWIMMING POOLS, SPAS AND HOT TUBS," TO ADOPT THE 2012 EDITION OF THE *INTERNATIONAL SWIMMING POOL AND SPA CODE*, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, ALTERATION, MOVEMENT, RENOVATION, REPLACEMENT, REPAIR AND MAINTENANCE OF SWIMMING POOLS, SPAS, HOT TUBS, AQUATIC FACILITIES AND RELATED EQUIPMENT TO THE FULLEST EXTENT ALLOWED BY LAW WITHIN THE CORPORATE LIMITS AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FARMERSVILLE, TEXAS; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; 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 adoption of the 2012 Edition of the *International Swimming Pool and Spa Code*, ("ISPSC") will provide the most current life safety applications with respect to construction and occupancy of structures; and

**WHEREAS**, the City Council of the City of Farmersville, Texas ("City Council") finds and determines that adopting the *International Swimming Pool and Spa Code*, 2012 Edition, is in the best interest and public health, safety, and welfare of the citizens of the City of Farmersville, Texas.

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

**SECTION 1: 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 32, “HEALTH AND SANITATION,” BY DELETING ARTICLE III, “SWIMMING POOLS, SPAS AND HOT TUBS,” AND SECTIONS 32-182 THROUGH 32-222 THEREOF IN THEIR ENTIRETY AND ADOPTING A NEW ARTICLE III THAT IS ALSO ENTITLED “SWIMMING POOLS, SPAS AND HOT TUBS,” TO ADOPT THE 2012 EDITION OF THE *INTERNATIONAL SWIMMING POOL AND SPA CODE*, REGULATING AND GOVERNING THE DESIGN, CONSTRUCTION, ALTERATION, MOVEMENT, RENOVATION, REPLACEMENT, REPAIR AND MAINTENANCE OF SWIMMING POOLS, SPAS, HOT TUBS, AQUATIC FACILITIES AND RELATED EQUIPMENT**

From and after the effective date of this Ordinance Article III, “Swimming Pools, Spas and Hot Tubs,” of Chapter 32 of the Code of Ordinances, City of Farmersville, Texas (“Farmersville Code”), including Sections 32-182 through 32-222, is deleted in its entirety and replaced with a new Article III that is also entitled “Swimming Pools, Spas and Hot Tubs” to read as follows:

**“ARTICLE III. SWIMMING POOLS, SPAS AND HOT TUBS**

**Sec. 32-182.   Adoption of *International Swimming Pool and Spa Code*, 2012 Edition**

- (a) The *International Swimming Pool and Spa Code*, 2012 edition, as published by the International Code Council, is hereby adopted by the City Council of the City of Farmersville, Texas, for the purpose of regulating and governing the design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said *International Swimming Pool and Spa Code*, 2012 edition, on file in the offices of the City of Farmersville, Texas, are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 32-\_\_\_ of this ordinance.
- (b) Copies of the *International Swimming Pool and Spa Code*, 2012 edition, and the amendments thereto, as referenced herein, are on file in the office of the City Secretary for permanent record and inspection.

**Sec. 32-183. Amendments to the *International Swimming Pool and Spa Code*, 2012 Edition**

The following amendments repeal and reenact or add sections to the *International Swimming Pool and Spa Code*, 2012 Edition, for the purpose of consistency with specific past practices and the recommendations of the North Central Texas Council of Governments:

- (a) Section 101.1 is hereby amended and replaced in its entirety to read as follows:

“101.1 Title. These regulations shall be known as the International Swimming Pool and Spa Code of the City of Farmersville, Texas, hereinafter referred to as ‘this code’.”

- (b) Section 103 is hereby amended and replaced in its entirety to read as follows:

“SECTION 103 CODE OFFICIAL /  
BUILDING OFFICIAL

103.1 Enforcement.

The code official, also known as the building official, for the City of Farmersville, Texas shall be in charge of enforcing the provisions of this code.

103.2 Appointment.

The code official shall be appointed by the City Manager of the City of Farmersville, Texas.

103.3 Deputies.

In accordance with the prescribed procedures of the jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy code official, the related technical officers, inspectors, plans examiners and other employees. Such employees shall have powers as delegated by the code official.



#### 103.4 Liability.

The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.”

- (c) Section 105.6.2 is hereby amended and replaced in its entirety to read as follows:

“105.6.2 Fee schedule. The fees for all work shall be as shall be as established from time to time by the master fee schedule as contained in Appendix A of the Code of Ordinances, City of Farmersville, Texas (“Farmersville Code”).”

*[Remainder of page intentionally left blank.]*

(d) Section 105.6.3 is hereby amended and replaced in its entirety to read as follows:

“105.6.3 Fee refunds.

The code official may authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than that portion of the fee that has not been charged to or expended by the City for the review of all plans related to the swimming pool and the administration of such process when no work has been done under a permit issued in accordance with this code.
3. Not more than that portion of the fee that has not been charged to or expended by the City for the review of all plans related to the swimming pool and the administration of such process when an application for a permit is withdrawn or canceled.

The code official will not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.”

(e) Section 107.4 is hereby amended and replaced in its entirety to read as follows:

“107.4 Violation penalties.

Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair an aquatic vessel in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this

code, shall be guilty of a Class C Misdemeanor, punishable by a fine of not more than two thousand dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.”

- (f) Section 107.5 is hereby amended and replaced in its entirety to read as follows:

“107.5 Stop work orders.

Upon notice from the code official, work on any system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner’s agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than two thousand dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.”

- (g) Section 108.2 is hereby amended and replaced in its entirety to read as follows:

“108.2 Membership of board.

The board of appeals shall consist of the members of the Zoning Board of Adjustment.”

- (h) Sections 108.2.1 through 108.2.6 are hereby deleted in their entirety.

*[Remainder of page intentionally left blank.]*

- (i) Section 320.1 is hereby amended and replaced in its entirety to read as follows:

“320.1 Filter backwash water, waste pool water or draining pool water.

Filter backwash water, waste pool water or draining pool water shall be discharged to the sanitary sewer system if the property on which the swimming pool is situated is served by sanitary sewer, or into an approved disposal system on the premise, or shall be disposed of by other means approved by the state or local authority. In no event shall filter backwash water, waste pool water or draining pool water be allowed or permitted to discharge into, upon, under or across a public sidewalk, right-of-way, storm drain system or any water course.

All connections between the end of the backwash line and the disposal system shall conform to the requirements of that edition of the *International Plumbing Code*, as amended, which has been adopted by the City and is then in full force and effect.”

**Sec. 32-184. - Public and semipublic swimming pools.**

(a) Permit required; suspension of permit.

- (1) A person shall not operate a public or semipublic swimming pool without a permit.
- (2) The city may suspend a permit to operate a swimming pool if:
  - a. The condition of the pool is hazardous to the health or safety of the swimmers or the general public;
  - b. The owner fails to keep all pool equipment and devices working properly.



- (3) The suspension of a permit as the result of a violation of a provision of this article shall continue until the cause of suspension is corrected.

(b) Safety equipment required.

- (1) Every public or semipublic swimming pool shall be equipped with the following:

- a. One unit of safety equipment;
- b. Depth markers visible on the horizontal deck and vertical walls. The number must be at least four inches in height with unit measurement adjacent to the number (i.e., ft., feet);
- c. A buoyed line separating the shallow from the deep portion of a swimming pool at the break point depth;
- d. An accessible telephone available at all times while the pool is in use; and
- e. Where no life guard is on duty, a warning sign shall be in plain view and shall state "Warning No Lifeguard On Duty" with clearly legible letters at least four inches high. The sign shall also state "Children Should Not Use The Pool Without An Adult In Attendance."

- (2) The following shall be defined as one unit of safety equipment and readily available for use at any public or semipublic swimming pool at all times:

- a. A life pole or shepherd's crook capable of reaching each part of the swimming pool; and
- b. A ring buoy with at least 60 feet of floating rope.

**Sec. 32-185. - Water clarity and quality.**

The water in any swimming pool must be sufficiently clear to permit a distinct view of the bottom and main drain at the deepest part of the pool or spa from any area outside the pool. Further, the water in a swimming pool shall not be allowed to give off objectionable odors, become a breeding

site for insects, or create any other nuisance situation, health risk or safety hazard.

**Sec. 32-186. - Filling neglected pools.**

- (a) The owner of any swimming pool that is not maintained as a swimming pool in accordance with this article shall drain all water from the swimming pool and render it incapable of holding water and fill the swimming pool with dirt or sand.
- (b) A swimming pool that remains drained of water for 60 days is presumed to be no longer maintained.

**Sec. 32-186. Conflicts with State Law.**

In the event of any conflict between the provisions of this Article III, "Swimming Pools, Spas and Hot Tubs" and Tex. Health & Safety Code § 341.064 or 25 Tex. Admin. Code §§ 256.181, *et seq.*, the more stringent provision(s) shall apply.

**Sec. 32-187. Area of Jurisdiction.**

The Rules adopted by this article shall apply, to the fullest extent allowed by law, to include the incorporated area and extraterritorial jurisdiction of the City of Farmersville, Texas. This Ordinance shall be applicable to all construction, repair, renovation and remodeling activities within the corporate limits of the City of Farmersville and its extraterritorial jurisdiction as those boundaries may be from time to time adjusted by annexation, disannexation, or otherwise."

**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.

**PASSED** on first reading on the 27<sup>th</sup> day of October, 2015, and second reading on the 17<sup>th</sup> day of November, 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 17<sup>th</sup> DAY OF NOVEMBER, 2015.**

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

**ATTEST:**

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



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: October 27, 2015

SUBJECT: Consider, discuss and act upon City Financial Reports

- Financial reports are attached for review.

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



## MEMO

To: Benjamin White, City Manager

From: Daphne Hamlin, City Accountant

Date: October 22, 2015

Subject: September 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 September, 12/12 months or 100% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 100% level, and to have 0% 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 94.64% collected.

Ad Valorem collections currently received is 99.62%.

Sales Tax current collection rate @ 98.48% slightly lower than projected.

Licenses/Permits budget was revised to reflect the growth we experienced this budget year 2014-2015 revenues received for the year is 97.25%

Municipal Court Revenues currently collected is 79.64%.

Transfers from Enterprise Funds decreased in the 2014-2015 budget from \$1,368,635 to \$1,253,022.

General Fund expenditures for Budget year 2014-2015 is \$91.35%. Staff will have budget amendments in budget year 2015-2016 to transfer funds budgeted in 2014-2015 but unable to complete projects. Projects included Candy Kitchen, and two generators.

Refuse Fund – (pages 24-37)

After the 2014-2015 Budget Revision revenues are 99.72% and total expenses are 99.08%.

Water & Wastewater Fund – (pages 12-19)

Total revenues for the Water Fund are 102.88% Total revenues for the Wastewater Fund are 101.06%

Water expenses in Administration are 96.7%. Water Department overall expenditures are 92.94%

Wastewater expenses are 79.82%.

Electric Fund – (pages 20-23)

Total revenues are 91.2%; the expenses are at 95.53% and include transfers to general fund. Transfers to the General Fund decreased from \$1,017,740 to \$887,136. Unaudited numbers for the Electric Fund reflects an overall shortfall of (\$160,164). Please bear in mind budgeted transfers from reserves in the amount of \$401,635 will decrease to \$160,164 to balance electric fund.

Cash Summary – (pages 1-2)

The cash summary is attached.

# SUMMARY OF CASH BALANCES SEPTEMBER 2015

ACCOUNT: FNB (0815)

	Interest Earned	Restricted	Assigned	Account Balance
<b>Clearing Accounts</b>				
General Fund			\$ 259,010.21	
Permit Fund			\$ (1,624.53)	
Refuse Fund			\$ 35,785.57	
Water Fund			\$ (447,826.05)	
Wastewater Fund			\$ 325,053.92	
Electric Fund			\$ 33,475.00	
SRO Support ISD	\$ 7,714.36			
CC Child Safety	\$ 21,218.35			
Debt Service Revenue Payment	\$ 1,950.00			
2012 Bond	\$ 28,588.30			
Law Enf Training	\$ 1,164.11			
Disbursement Fund	\$ (133,220.37)			
Library Donation Fund	\$ 1,808.70			
Court Tech/Sec	\$ 18,573.13			
Grants	\$ (312,397.20)			
CC Bond Farmersville Parkway	\$ 180,000.86			
CC Bond Floyd	\$ (49,667.75)			
Equipment Replacement	\$ 5,322.29			
<b>TOTAL:</b>	<b>\$ -</b>	<b>\$ (228,945.22)</b>	<b>\$ 203,874.12</b>	<b>\$ (25,071.10)</b>

<b>Debt Service Accounts</b>				
County Tax Deposit (FNB 0807)(Debt Service)	\$ 2.94	\$ 21,637.36		
Debt Service Reserve (Texpool 0014 ) (2 months rsv )	\$ 7.50	\$ 107,793.61		
<b>TOTAL:</b>	<b>\$ 10.44</b>	<b>\$ 129,430.97</b>		<b>\$ 129,430.97</b>

<b>Appropriated Surplus Investment Accounts</b>				
Customer meter deposits (Texpool 0008)	\$ 7.50	\$ 107,585.25		
2012 G/O Bond, streets, water, wastewater (Texstar 0120 )	\$ 191.61	\$ 2,925,041.15	-	
<b>TOTAL:</b>	<b>\$ 199.11</b>	<b>\$ 3,032,626.40</b>	<b>\$ -</b>	<b>\$ 3,032,626.40</b>

<b>Unassigned Surplus Investment Accounts</b>				
Gen Fund Acct. (Texpool 0004)( Reso. 90 Day Reserve)	\$ 60.56	\$ 668,525.00	\$ 198,175.00	
Refuse Fund Acct. (Texpool 0009)	\$ 8.93	\$ 127,766.84		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 41.39	\$ 592,045.59		
Water/WW Fund (Texpool 00017)(Capital)	\$ 52.65	\$ 753,091.68		
Elec. Fund (Texpool 0005) (Operating)	\$ 3.45	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 22.38	\$ 320,281.45		
Elec. Surcharge (Texpool 0015)	\$ 8.44	\$ 120,908.16		
Money Market Acct. (FNB 092)	\$ 21.35		\$ 173,186.29	
<b>TOTAL:</b>	<b>\$ 219.15</b>	<b>\$ 2,632,618.72</b>	<b>\$ 371,361.29</b>	<b>\$ 3,003,980.01</b>

<b>Contractor Managed Accounts Nonspendable</b>				
NTMWD Sewer Plant Maint. Fund		\$ 13,844.00		
<b>TOTAL APPROPRIATED SURPLUS</b>		<b>\$ 13,844.00</b>	<b>\$ -</b>	<b>\$ 13,844.00</b>
<b>TOTAL CASH &amp; INVESTMENT ACCOUNTS</b>		<b>\$ 5,579,574.87</b>	<b>\$ 575,235.41</b>	<b>\$ 6,154,810.28</b>

## SUMMARY OF CASH BALANCES SEPTEMBER 2015

FEDC 4A Board Investment & Checking Account					
FEDC 4A Checking Account(Independent Bank 3124)	\$	3.62	\$	82,993.33	
FEDC 4A Investment Account (Texpool 0001)	\$	43.09	\$	616,935.26	
FEDC 4A Certificate of Deposit (Independent Bank)	\$	74.32	\$	250,000.00	
<b>TOTAL:</b>	<b>\$</b>	<b>121.03</b>	<b>\$</b>	<b>949,928.59</b>	<b>\$ - \$ 949,928.59</b>

FCDC 4B Board Investment & Checking Account					
FCDC 4B Checking Account (Independent Bank 3035)	\$	4.33	\$	117,323.56	
FCDC 4B Investment Account (Texpool 0001)	\$	5.95	\$	84,881.19	
<b>TOTAL:</b>	<b>\$</b>	<b>10.28</b>	<b>\$</b>	<b>202,204.75</b>	<b>\$ - \$ 202,204.75</b>

TIRZ Account					
County Tax Deposits (FNB 01276)	\$	52,324.41			
<b>TOTAL:</b>	<b>\$</b>	<b>52,324.41</b>	<b>\$</b>	<b>-</b>	<b>\$ 52,324.41</b>

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:

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.

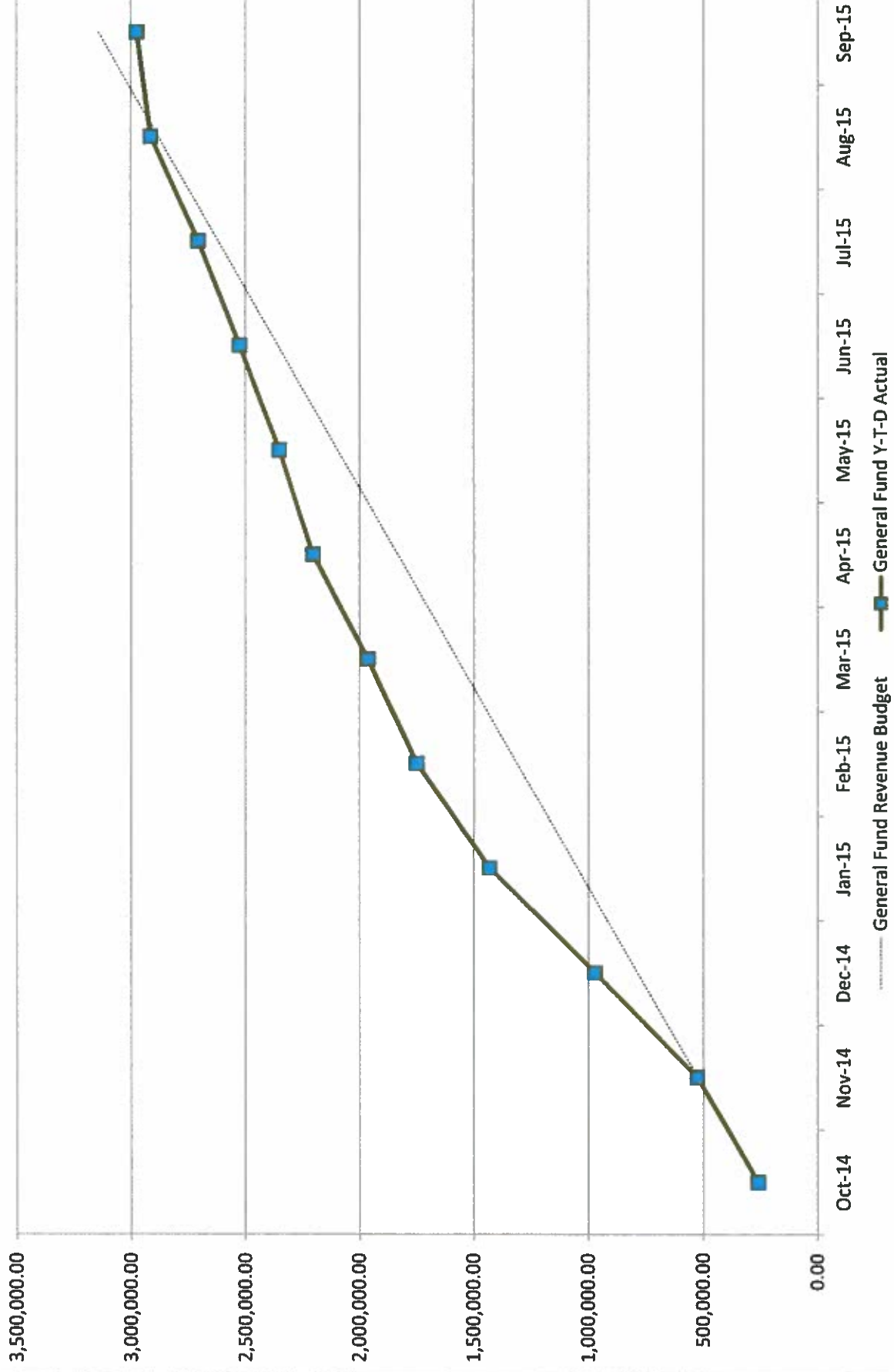
  
Daphne Hamlin, City Investment Officer

10-2014 NCTCOG - Public Funds Inv Act.

10/22/2015

# General Fund Revenue Progress

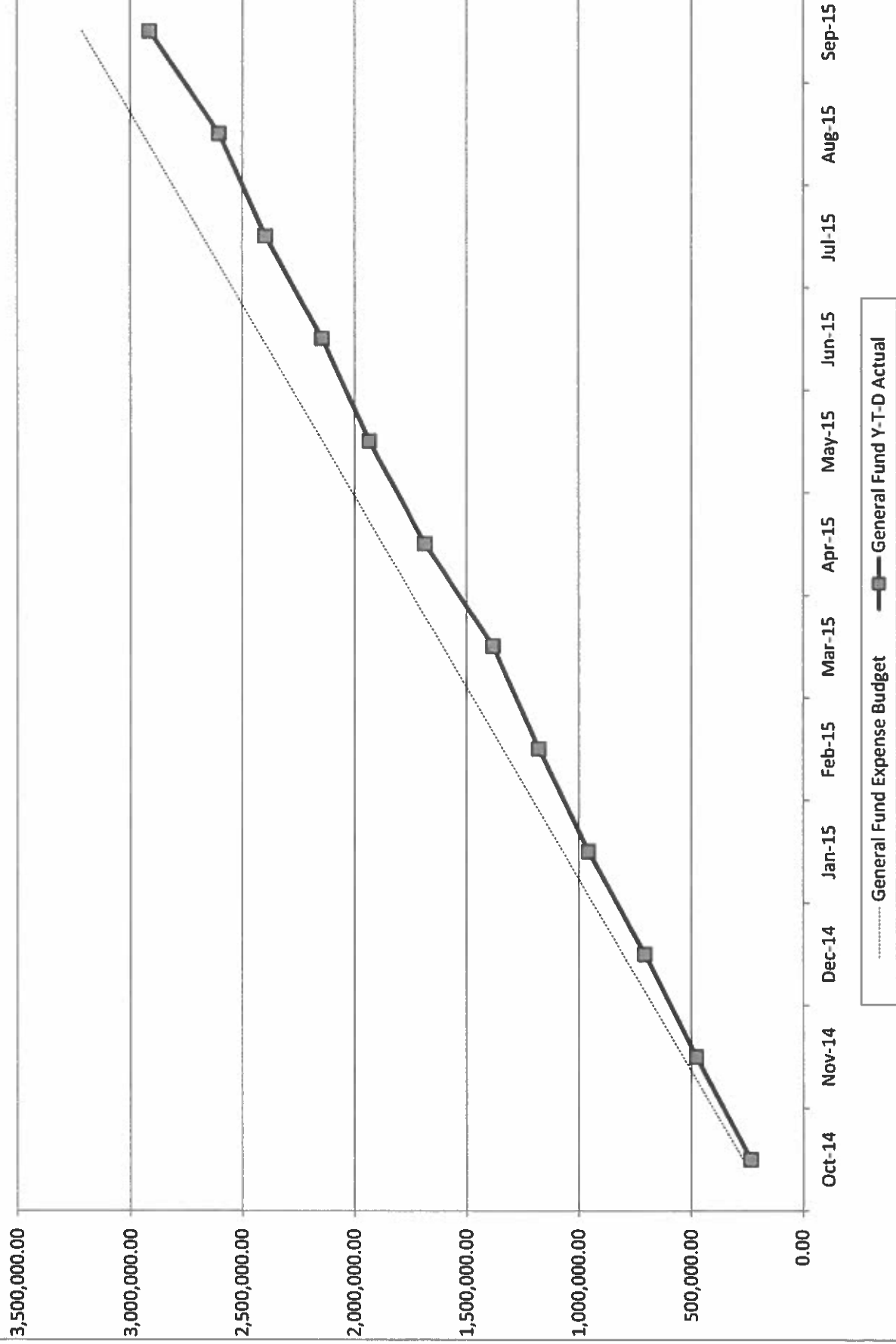
Budget Year 10/2014 thru 9/2015



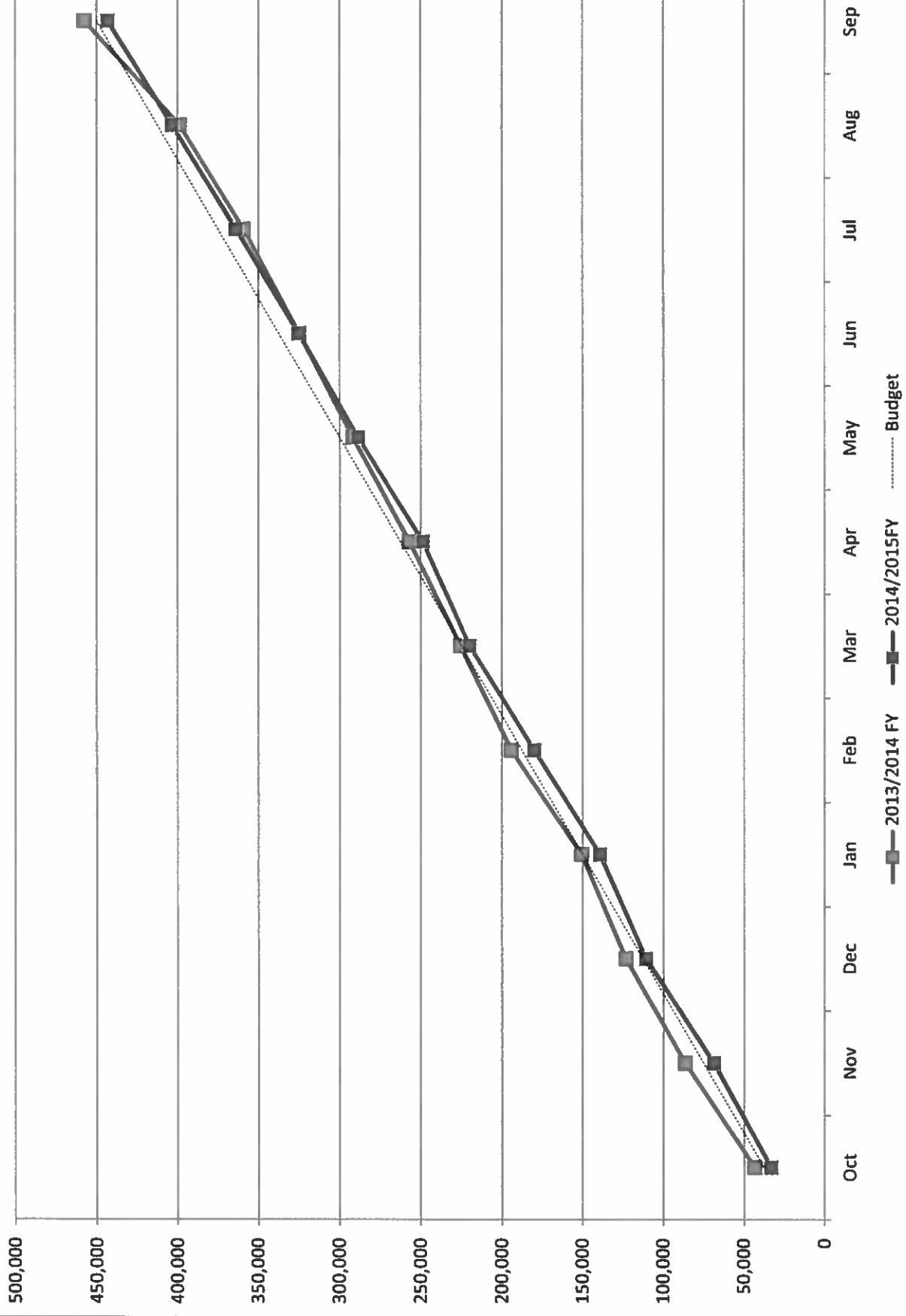


# General Fund Expense

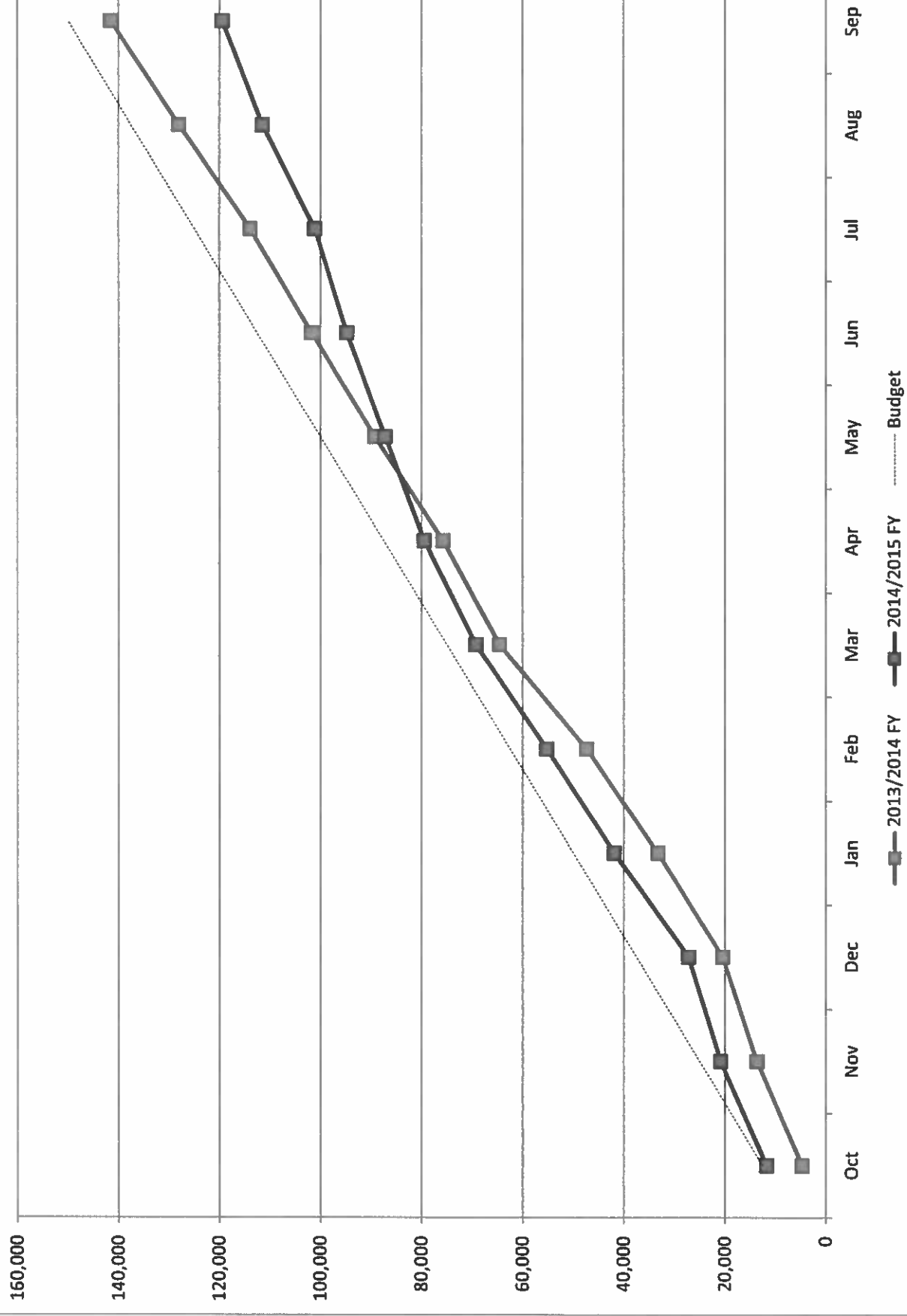
Budget Year 10/2014 thru 9/2015



# Sales Tax Chart



# Municipal Court Revenue Comparison Chart



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2015

PAGE: 1

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

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

00-REVENUE	3,143,278	60,612.73	2,974,643.83	0.00	168,634.17	94.64
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TOTAL REVENUES

	3,143,278	60,612.73	2,974,643.83	0.00	168,634.17	94.64
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EXPENDITURE SUMMARY00-TRANSFER OUT

TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00

11-MAYOR & CITY COUNCIL

PERSONNEL SERVICES	2,040	170.00	2,040.00	0.00	0.00	100.00
CONTRACTS & PROF. SVCS	150	0.00	0.00	0.00	150.00	0.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	34,000	4,377.25	27,786.29	0.00	6,213.71	81.72
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	36,190	4,547.25	29,826.29	0.00	6,363.71	82.42

12-ADMINISTRATION

PERSONNEL SERVICES	241,480	26,586.95	247,259.56	0.00	5,779.56	102.39
CONTRACTS & PROF. SVCS	109,575	20,704.48	129,778.98	0.00	20,203.98	118.44
MAINTENANCE	102,240	5,395.20	64,003.37	0.00	38,236.63	62.60
UTILITIES	21,550	2,794.21	20,054.39	0.00	1,495.61	93.06
SUPPLIES	25,500	2,335.09	22,680.23	0.00	2,819.77	88.94
MISCELLANEOUS	34,625	4,330.10	37,452.85	0.00	2,827.85	108.17
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	560,147	62,146.03	521,229.38	0.00	38,917.62	93.05

14-MUNICIPAL COURT

PERSONNEL SERVICES	133,692	14,091.09	132,330.69	0.00	1,361.31	98.98
CONTRACTS & PROF. SVCS	25,320	1,280.00	19,179.20	0.00	6,140.80	75.75
MAINTENANCE	17,040	456.99	14,067.87	0.00	2,972.13	82.56
UTILITIES	1,200	207.60	1,272.51	0.00	72.51	106.04
SUPPLIES	9,500	359.55	5,377.86	0.00	4,122.14	56.61
MISCELLANEOUS	8,400	188.42	7,168.77	0.00	1,231.23	85.34
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 14-MUNICIPAL COURT	195,152	15,864.55	179,396.90	0.00	15,755.10	91.93

15-LIBRARY

PERSONNEL SERVICES	98,021	9,808.66	93,814.98	0.00	4,206.02	95.71
CONTRACTS & PROF. SVCS	250	0.00	0.00	0.00	250.00	0.00
MAINTENANCE	32,297	2,065.65	24,842.04	0.00	7,454.96	76.92
UTILITIES	9,500	1,591.84	8,834.96	0.00	665.04	93.00
SUPPLIES	3,700	505.25	3,741.90	0.00	41.90	101.13
MISCELLANEOUS	4,600	127.00	4,549.67	0.00	50.33	98.91

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2015

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>CAPITAL EXPENDITURES</b>	15,000	2,639.45	15,663.84	0.00 (	663.84)	104.43
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	163,368	16,737.85	151,447.39	0.00	11,920.61	92.70
<b>16-CIVIC/CENTER</b>						
UTILITIES	11,250	1,460.94	11,510.41	0.00 (	260.41)	102.31
TOTAL 16-CIVIC/CENTER	11,250	1,460.94	11,510.41	0.00 (	260.41)	102.31
<b>21-POLICE DEPT.</b>						
PERSONNEL SERVICES	713,244	74,364.48	688,938.02	0.00	24,305.98	96.59
CONTRACTS & PROF. SVCS	46,845	1,186.43	44,023.20	0.00	2,821.80	93.98
MISCELLANEOUS	1,000	637.76	847.22	0.00	152.78	84.72
MAINTENANCE	66,982	13,392.20	60,760.55	6,470.63 (	249.18)	100.37
UTILITIES	36,580	3,934.40	27,917.01	0.00	8,662.99	76.32
SUPPLIES	63,600	9,931.89	56,090.43	0.00	7,509.57	88.19
MISCELLANEOUS	21,414	2,228.08	20,363.63	1,068.04 (	17.67)	100.08
CAPITAL EXPENDITURES	6,530 (	295.98)	6,432.10	1,858.89 (	1,760.99)	126.97
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	956,195	105,379.26	905,372.16	9,397.56	41,425.28	95.67
<b>22-FIRE DEPT.</b>						
PERSONNEL SERVICES	120,463	10,608.05	117,950.56	0.00	2,512.44	97.91
CONTRACTS & PROF. SVCS	46,914	0.00	40,405.35	0.00	6,508.65	86.13
MISCELLANEOUS	1,500	321.32	793.76	0.00	706.24	52.92
MAINTENANCE	44,567	1,347.04	24,155.26	858.88	19,552.86	56.13
UTILITIES	1,220	135.98	1,119.80	0.00	100.20	91.79
SUPPLIES	44,000	3,723.77	35,753.86	0.00	8,246.14	81.26
MISCELLANEOUS	14,500	0.00	9,843.40	0.00	4,656.60	67.89
CAPITAL EXPENDITURES	91,895	0.00	91,895.00	0.00	0.00	100.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	365,059	16,136.16	321,916.99	858.88	42,283.13	88.42
<b>34-STREET SYSTEM</b>						
PERSONNEL SERVICES	139,180	13,725.94	126,168.33	0.00	13,011.67	90.65
CONTRACTS & PROF. SVCS	7,300	3,875.00	9,387.36	0.00 (	2,087.36)	128.59
MISCELLANEOUS	67,500	13,313.45	85,625.51	0.00 (	18,125.51)	126.85
MAINTENANCE	6,500	28.00	3,610.00	0.00	2,890.00	55.54
UTILITIES	8,424	1,028.60	7,743.57	0.00	680.43	91.92
SUPPLIES	10,564	1,072.17	9,343.23	0.00	1,220.77	88.44
MISCELLANEOUS	1,500	0.00	1,287.11	0.00	212.89	85.81
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	240,968	33,043.16	243,165.11	0.00 (	2,197.11)	100.91
<b>60-PUBLIC WORKS BLDG</b>						
PERSONNEL SERVICES	122,863	7,976.99	115,200.57	0.00	7,662.43	93.76
CONTRACTS & PROF. SVCS	10,600	108.80	8,863.86	0.00	1,736.14	83.62
MISCELLANEOUS	46,480	2,592.89	42,126.10	0.00	4,353.90	90.63
MAINTENANCE	93,065	12,193.34	25,658.22	2,001.00	65,405.78	29.72
UTILITIES	17,661	2,660.53	18,006.71	0.00 (	345.71)	101.96
SUPPLIES	861	0.00	360.38	0.00	500.62	41.86



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2015

PAGE: 3

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	150	0.00	70.61	0.00	79.39	47.07
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	316,857	25,532.55	210,286.45	2,001.00	104,569.55	67.00
39-PARKS						
PERSONNEL SERVICES	48,960	4,069.63	41,918.55	0.00	7,041.45	85.62
CONTRACTS & PROF. SVCS	81,250	3,925.00	61,332.42	9,417.00	10,500.58	87.08
MISCELLANEOUS	11,500	1,034.61	12,045.14	0.00	545.14	104.74
MAINTENANCE	16,500	2,289.86	13,704.96	0.00	2,795.04	83.06
UTILITIES	68,685	20,898.14	73,580.92	0.00	4,895.92	107.13
SUPPLIES	3,706	0.00	2,316.34	0.00	1,389.66	62.50
MISCELLANEOUS	1,200	0.00	649.98	0.00	550.02	54.17
CAPITAL EXPENDITURES	30,000	0.00	25,300.00	0.00	4,700.00	84.33
TOTAL 39-PARKS	261,801	32,217.24	230,848.31	9,417.00	21,535.69	91.77
71-DEBT SERVICE						
DEBT SERVICE	106,811	1,122.25	109,219.71	0.00	2,408.71	102.26
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	106,811	1,122.25	109,219.71	0.00	2,408.71	102.26

TOTAL EXPENDITURES	3,213,798	311,942.74	2,914,219.10	21,674.44	277,904.46	91.35
REVENUE OVER/(UNDER) EXPENDITURES	( 70,520)	251,330.01	60,424.73	21,674.44	109,270.29	54.95-

## 100-GENERAL FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	690,000	234.23	687,392.93	0.00	2,607.07	99.62
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	308.34	10,011.94	0.00 (	11.94)	100.12
100.00.5714.000 CC CONV FEE UTILITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5715.000 TIRZ	0	0.00	0.00	0.00	0.00	0.00
100.00.5721.000 SALES TAX	450,000	39,808.43	443,142.59	0.00	6,857.41	98.48
100.00.5722.000 BEVERAGE TAX	2,600	0.00	2,477.34	0.00	122.66	95.28
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	29,519	0.00	29,519.47	0.00 (	0.47)	100.00
100.00.5732.000 SKYBEAM	58,320	4,860.00	53,504.11	0.00	4,815.89	91.74
100.00.5733.000 ELEC. FUND FRANCHISE FEE	6,500	0.00	6,297.85	0.00	202.15	96.89
100.00.5734.000 FRANCHISE FEES - TELE.	4,500	8.64	2,657.97	0.00	1,842.03	59.07
100.00.5735.000 FRANCHISE FEES - CABLE	13,000	0.00	13,079.56	0.00 (	79.56)	100.61
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	40,000	1,084.00	38,901.60	0.00	1,098.40	97.25
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	60.00	0.00	40.00	60.00
100.00.5744.000 PENALTIES	150,000	8,015.45	119,456.89	0.00	30,543.11	79.64
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 ONTON SHED RENTAL	1,000	100.00	850.00	0.00	150.00	85.00
100.00.5747.000 COUNTY LIBRARY FUND	14,800	0.00	15,308.17	0.00 (	508.17)	103.43
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	0	0.00	0.00	0.00	0.00	0.00
100.00.5758.000 T-MOBILE LEASE	16,747	1,395.64	16,747.68	0.00 (	0.68)	100.00
100.00.5759.000 GAMING MACHINE LICENSE	255	0.00	255.00	0.00	0.00	100.00
100.00.5760.000 SRO SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5762.000 INTEREST EARNED	600	60.56	872.83	0.00 (	272.83)	145.47
100.00.5763.000 FEDC 4A STAFF SUPPORT	600	1,000.00	1,000.00	0.00 (	400.00)	166.67
100.00.5764.000 FCDC 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	293	0.00	292.65	0.00	0.35	99.88
100.00.5768.000 S W BELL LEASE	8,600	0.00	8,646.86	0.00 (	46.86)	100.54
100.00.5769.000 OTHER INCOME	25,000	653.24	20,793.66	0.00	4,206.34	83.17
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	13,257	158.20	13,894.65	0.00 (	637.65)	104.81
100.00.5773.000 REVENUE RESCUE	4,600	0.00	23,910.84	0.00 (	19,310.84)	519.80
100.00.5774.000 ALARM FEE	700	25.00	2,440.00	0.00 (	1,740.00)	348.57
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	0.00	0.00	0.00	0.00
100.00.5776.000 LIBRARY GRANT TIF	0	0.00	0.00	0.00	0.00	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5790.000 COURT EOY CORRECTION	0	0.00	0.00	0.00	0.00	0.00

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2015

PAGE: 5

## 100-GENERAL FUND

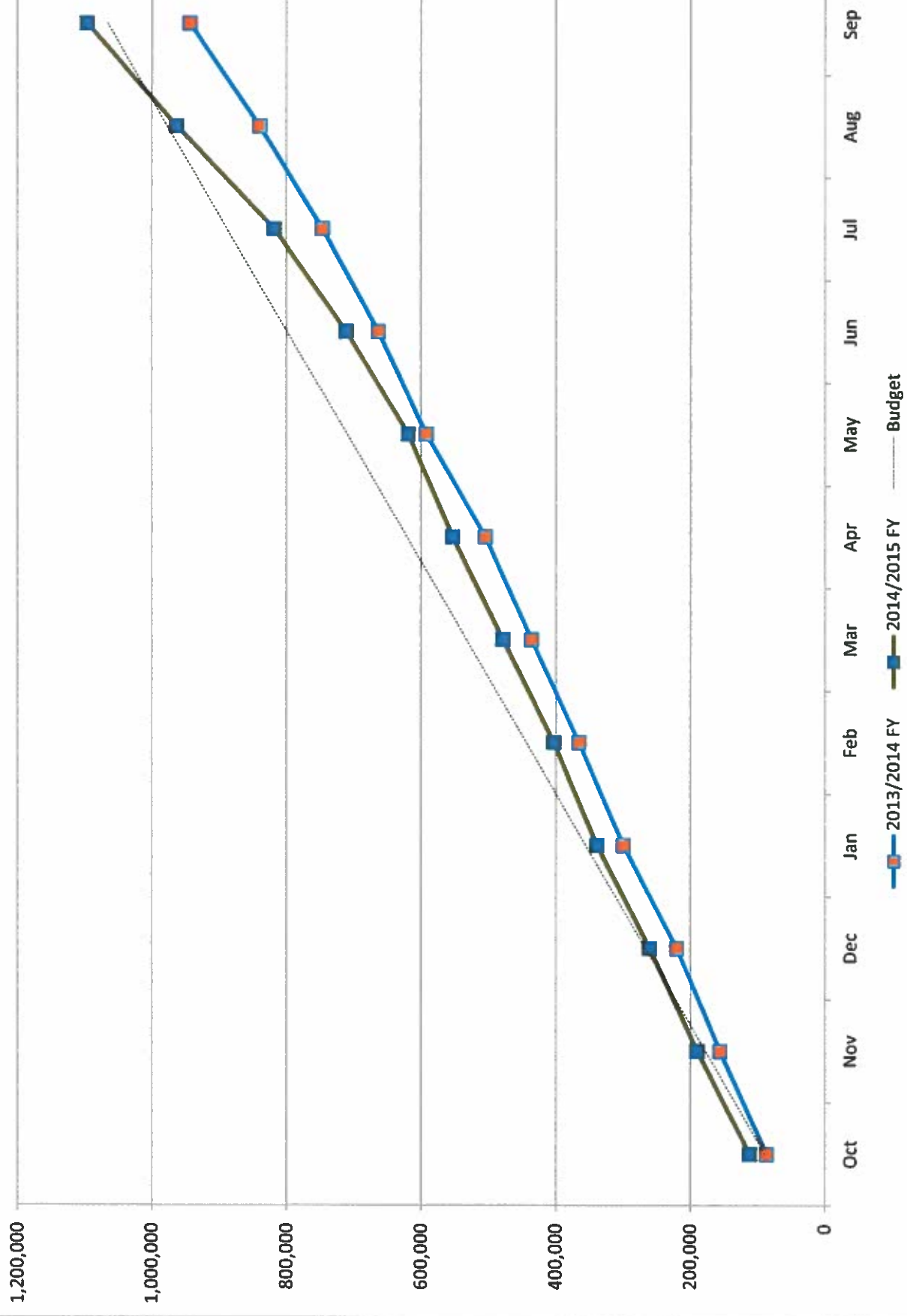
% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5791.000 4B SUPPORT REVENUE	0	1,000.00	1,000.00	0.00 (	1,000.00)	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,426.00	20,710.13	0.00 (	0.13)	100.00
100.00.5793.000 RENT RECEIVED	3,600	600.00	3,600.00	0.00	0.00	100.00
100.00.5794.000 CIVIC RENT	5,500 (	125.00)	4,612.50	0.00	887.50	83.86
100.00.5795.000 4B SALARY	59,380	0.00	59,380.62	0.00 (	0.62)	100.00
100.00.5796.000 KCS RAILWAY MOWING	0	0.00	0.00	0.00	0.00	0.00
100.00.5797.000 MARKETING	24,000	0.00	24,000.00	0.00	0.00	100.00
100.00.5798.000 STEP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,228,712	0.00	1,232,297.88	0.00 (	3,585.88)	100.29
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	3,143,278	60,612.73	2,974,643.83	0.00	168,634.17	94.64

## TOTAL REVENUE

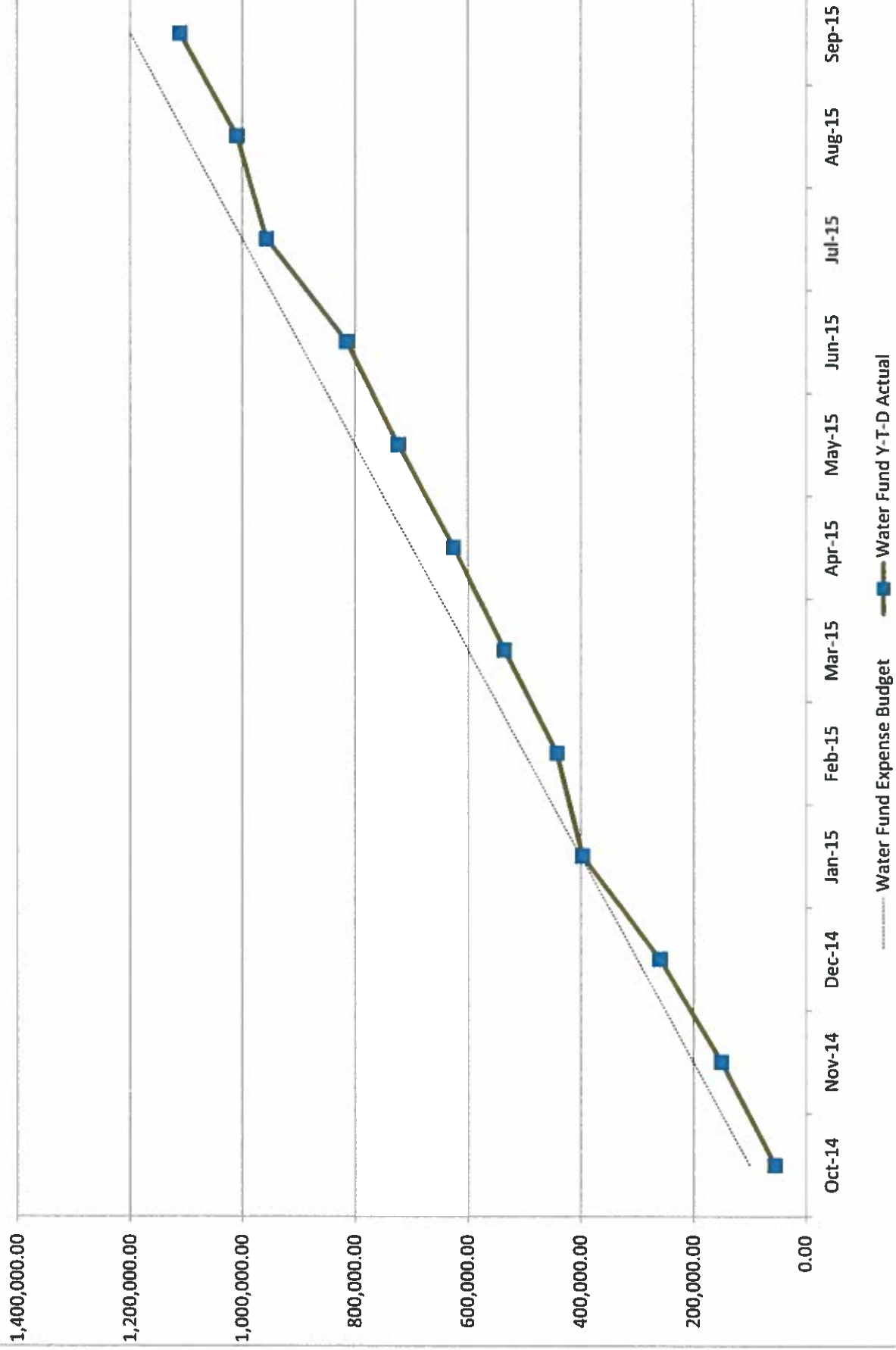
3,143,278	60,612.73	2,974,643.83	0.00	168,634.17	94.64
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# Water Revenue Comparison Chart



# Water Fund Expense

Budget Year 10/2014 thru 9/2015



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2015

700-WATER FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	% OF YEAR COMPLETED: 100.00
<u>REVENUE SUMMARY</u>							
00-REVENUE	1,065,662	133,014.71	1,096,378.66	0.00	( 30,716.66)	102.88	
TOTAL REVENUES	1,065,662	133,014.71	1,096,378.66	0.00	( 30,716.66)	102.88	
<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	70,215	6,258.00	67,733.98	0.00	2,481.02	96.47	
CONTRACTS & PROF. SVCS	300	0.00	114.60	0.00	185.40	38.20	
MAINTENANCE	22,630	1,444.66	24,300.10	0.00	( 1,670.10)	107.38	
UTILITIES	5,535	0.00	3,727.92	0.00	1,807.08	67.35	
SUPPLIES	1,000	0.00	920.41	74.93	4.66	99.53	
MISCELLANEOUS	7,750	617.19	7,014.39	0.00	735.61	90.51	
TOTAL 12-ADMINISTRATION	107,430	8,319.85	103,811.40	74.93	3,543.67	96.70	
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	208,824	29,307.74	207,157.33	0.00	1,666.67	99.20	
CONTRACTS & PROF. SVCS	61,155	2,348.31	54,920.52	0.00	6,234.48	89.81	
MISCELLANEOUS	69,500	8,330.23	48,951.75	3,902.41	16,645.84	76.05	
MAINTENANCE	5,000	86.55	2,704.16	0.00	2,295.84	54.08	
UTILITIES	26,550	6,409.66	28,245.08	0.00	( 1,695.08)	106.38	
SUPPLIES	588,915	34,702.74	524,137.90	0.00	64,777.10	89.00	
MISCELLANEOUS	10,500	39.39	5,389.63	0.00	5,110.37	51.33	
CAPITAL EXPENDITURES	0	2,100.00	13,818.36	0.00	( 13,818.36)	0.00	
TRANSFERS	121,874	10,156.00	121,873.76	0.00	0.24	100.00	
TOTAL 35-WATER DEPT.	1,092,318	93,480.62	1,007,198.49	3,902.41	81,217.10	92.56	
TOTAL EXPENDITURES	1,199,748	101,800.47	1,111,009.89	3,977.34	84,760.77	92.94	
REVENUE OVER/ (UNDER) EXPENDITURES	( 134,086)	31,214.24	14,631.23	3,977.34	115,477.43	13.88	

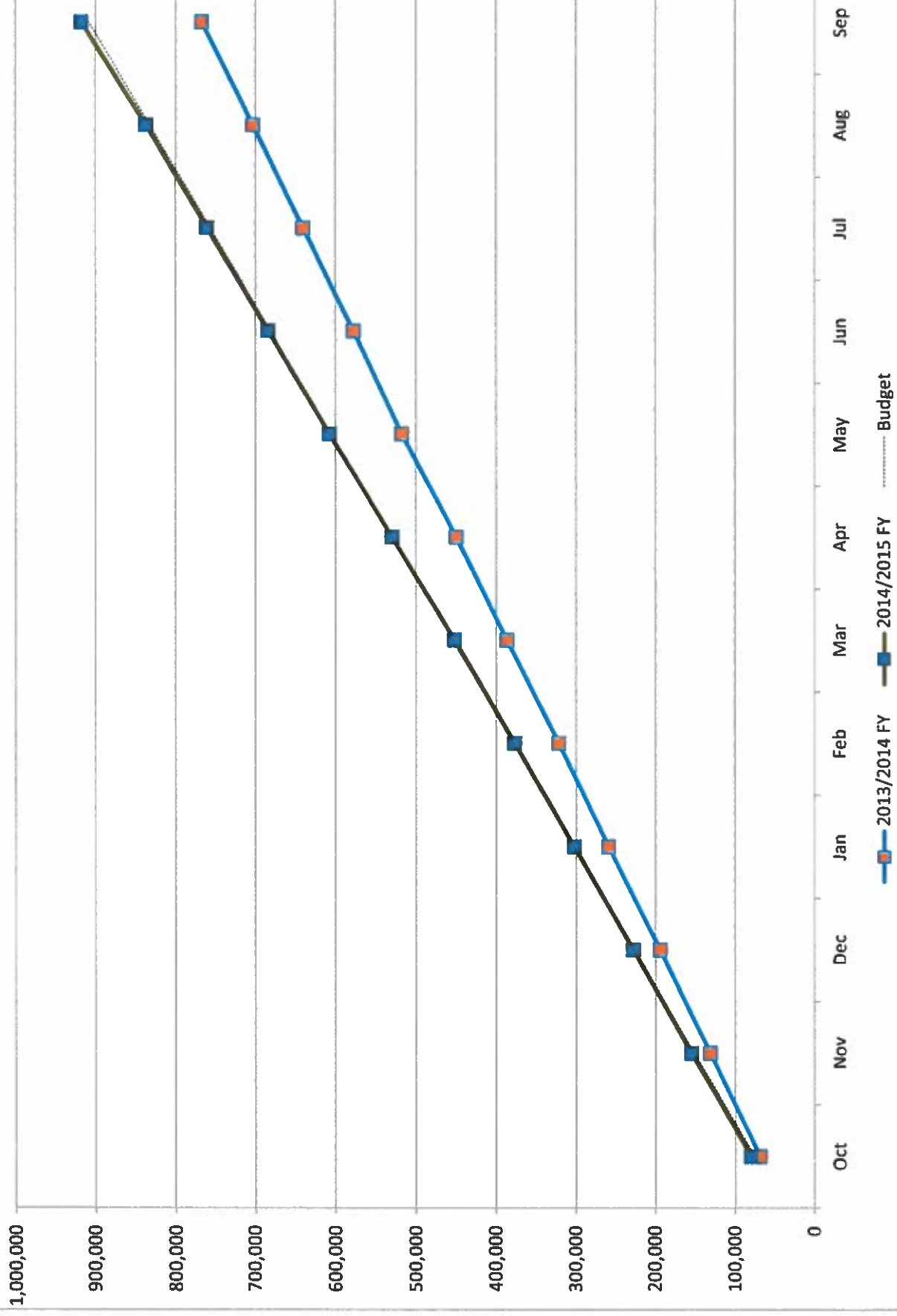


## 700-WATER FUND

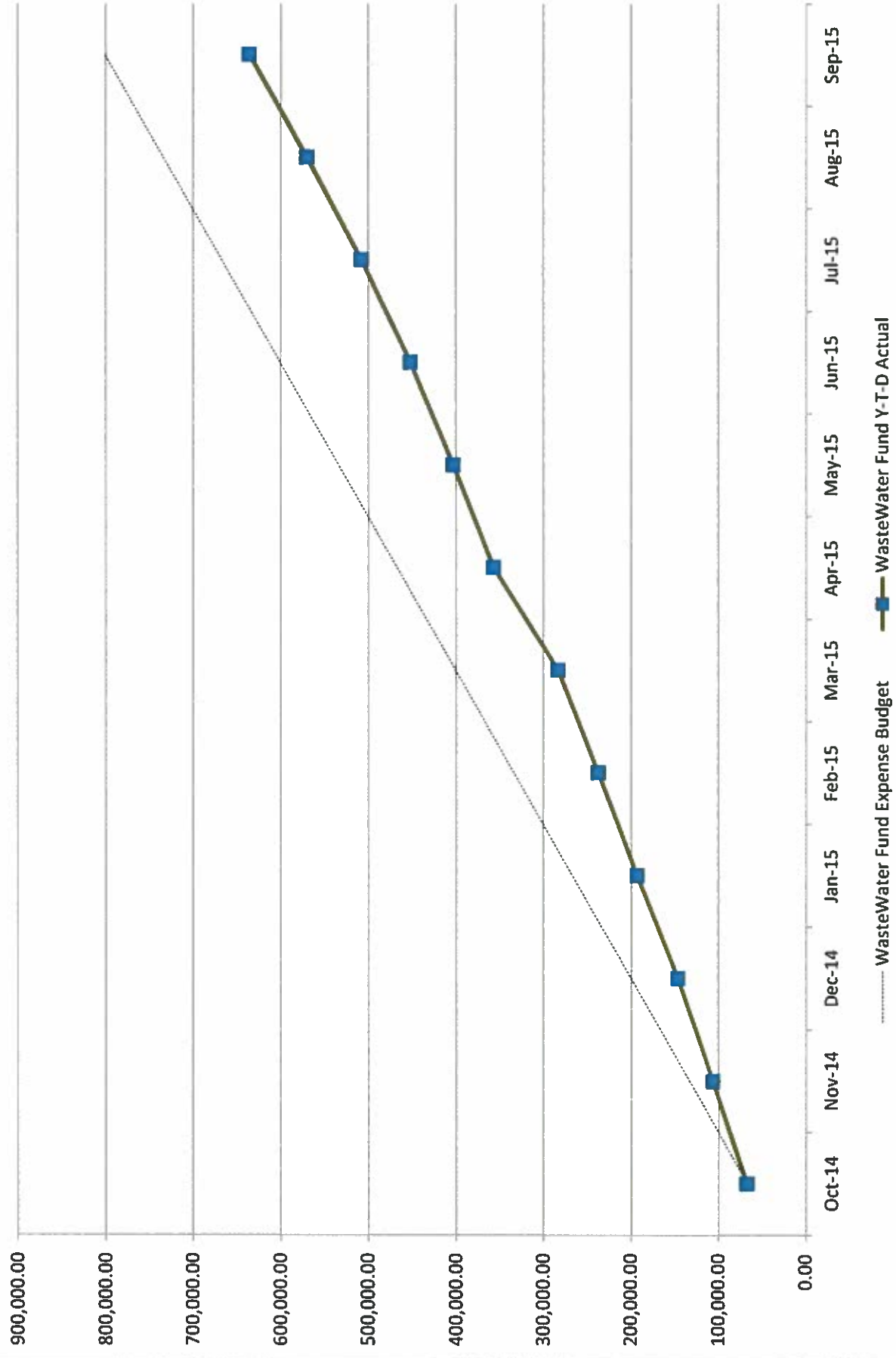
% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	3,500	335.00	2,875.00	0.00	625.00	82.14
700.00.5744.000 PENALTIES	13,000	1,835.43	14,199.30	0.00 (	1,199.30)	109.23
700.00.5745.000 AGREEMENTS AND CONTRACTS	119,710	14,640.80	139,136.35	0.00 (	13,426.35)	111.22
700.00.5746.000 IMPACT FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5751.000 CITY WATER SALES	827,500	116,099.59	944,411.16	0.00 (	116,911.16)	114.13
700.00.5753.000 WATER TAP FEES	1,200	0.00	600.00	0.00	600.00	50.00
700.00.5762.000 INTEREST EARNED	750	48.89	692.85	0.00	57.15	92.38
700.00.5767.000 OTHER REVENUE	285	55.00	464.00	0.00 (	179.00)	162.81
700.00.5769.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
700.00.5993.000 TRANSFER IN	99,717	0.00	0.00	0.00	99,717.00	0.00
TOTAL 00-REVENUE	1,065,662	133,014.71	1,096,378.66	0.00 (	30,716.66)	102.88
TOTAL REVENUE	1,065,662	133,014.71	1,096,378.66	0.00 (	30,716.66)	102.88

# Wastewater Revenue Comparison Chart



**Wastewater Fund Expense**  
Budget Year 10/2014 thru 9/2015



705-WASTEWATER  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	908,430	80,737.88	918,029.35	0.00 (	9,599.35)	101.06
TOTAL REVENUES	908,430	80,737.88	918,029.35	0.00 (	9,599.35)	101.06
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	46,724	2,052.83	17,729.85	0.00	28,994.15	37.95
TOTAL 12-ADMINISTRATION	46,724	2,052.83	17,729.85	0.00	28,994.15	37.95
36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	117,145	7,066.71	71,624.26	0.00	45,520.74	61.14
CONTRACTS & PROF. SVCS	17,140	1,371.69	16,488.12	0.00	651.88	96.20
MISCELLANEOUS	34,000	11,636.59	27,739.56	0.00	6,260.44	81.59
MAINTENANCE	303,560	1,413.00	291,821.59	0.00	11,738.41	96.13
UTILITIES	10,750	912.74	9,715.10	0.00	1,034.90	90.37
SUPPLIES	11,035	1,072.17	8,389.57	0.00	2,645.43	76.03
MISCELLANEOUS	15,500	375.00	414.00	0.00	15,086.00	2.67
DEBT SERVICE	20,710	0.00	0.00	0.00	20,710.00	0.00
CAPITAL EXPENDITURES	80,000	27,646.40	46,600.55	4,384.73	29,014.72	63.73
TRANSFERS	144,601	12,050.00	144,601.10	0.00 (	0.10)	100.00
TOTAL 36-WASTEWATER SYSTEM	754,441	63,544.30	617,393.85	4,384.73	132,662.42	82.42

## TOTAL EXPENDITURES

801,165 65,597.13 635,123.70 4,384.73 161,656.57 79.82

## REVENUE OVER/ (UNDER) EXPENDITURES

107,265 15,140.75 282,905.65 ( 4,384.73) ( 171,255.92) 259.66

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2015

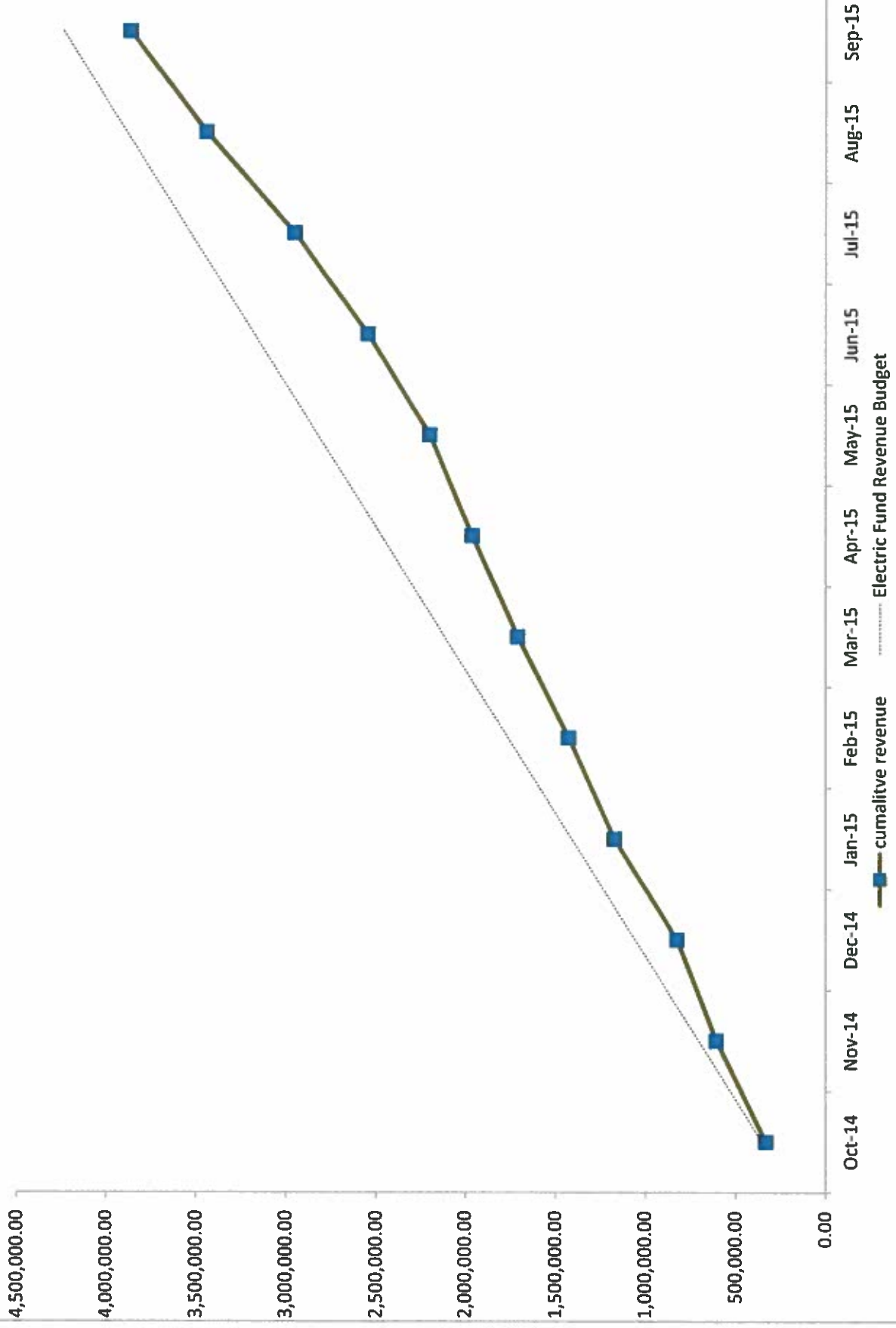
## 705-WASTEWATER

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	890,250	79,118.54	899,641.52	0.00 (	9,391.52)	101.05
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	16,880	1,566.69	16,967.82	0.00 (	87.82)	100.52
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	0	0.00	0.00	0.00	0.00	0.00
705.00.5753.000 SEWER TAP FEE	1,300	0.00	1,300.00	0.00	0.00	100.00
705.00.5762.000 INTEREST EARNED	0	52.65	120.01	0.00 (	120.01)	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	908,430	80,737.88	918,029.35	0.00 (	9,599.35)	101.06
TOTAL REVENUE	908,430	80,737.88	918,029.35	0.00 (	9,599.35)	101.06

# Electric Fund Revenue Progress

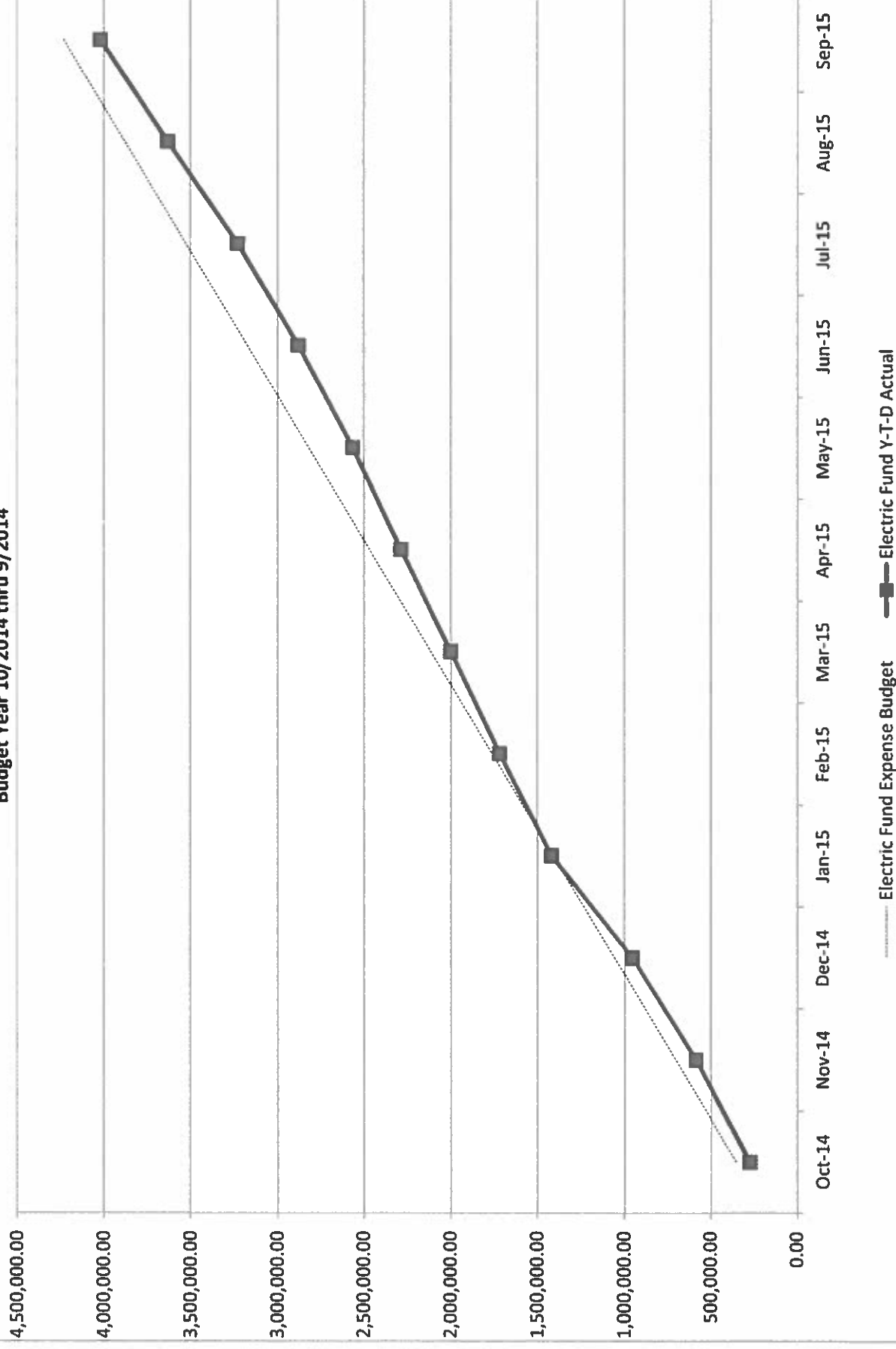
Budget Year 10/2014 thru 9/2015





# Electric Fund Expense

Budget Year 10/2014 thru 9/2014



715-ELECTRIC FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	4,232,203	422,205.15	3,859,924.07	0.00	372,278.93	91.20
TOTAL REVENUES	4,232,203	422,205.15	3,859,924.07	0.00	372,278.93	91.20
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	58,381	6,533.81	52,857.62	0.00	5,523.38	90.54
TOTAL 12-ADMINISTRATION	58,381	6,533.81	52,857.62	0.00	5,523.38	90.54
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	405,557	44,753.05	389,011.56	0.00	16,545.44	95.92
CONTRACTS & PROF. SVCS	76,100	1,911.29	42,099.11	0.00	34,000.89	55.32
MISCELLANEOUS	156,606	17,833.40	107,105.21	355.44	49,145.35	68.62
MAINTENANCE	15,240	431.41	12,689.95	0.00	2,550.05	83.27
UTILITIES	9,560	1,022.43	8,293.47	0.00	1,266.53	86.75
SUPPLIES	1,869,702	233,802.27	1,856,161.06	0.00	13,540.94	99.28
MISCELLANEOUS	5,300	769.92	8,083.57	0.00 (	2,783.57)	152.52
DEBT SERVICE	127,091	3,353.50	127,091.00	0.00	0.00	100.00
CAPITAL EXPENDITURES	620,327	110,419.60	529,559.33	18,597.42	72,170.25	88.37
TRANSFERS	887,137 (	32,051.00)	887,136.50	0.00	0.50	100.00
TOTAL 37-ELECTRIC DEPT.	4,172,620	382,245.87	3,967,230.76	18,952.86	186,436.38	95.53

## TOTAL EXPENDITURES

4,231,001 388,779.68 4,020,088.38 18,952.86 191,959.76 95.46

## REVENUE OVER/ (UNDER) EXPENDITURES

1,202 33,425.47 ( 160,164.31) ( 18,952.86) 180,319.17 4,901.59-

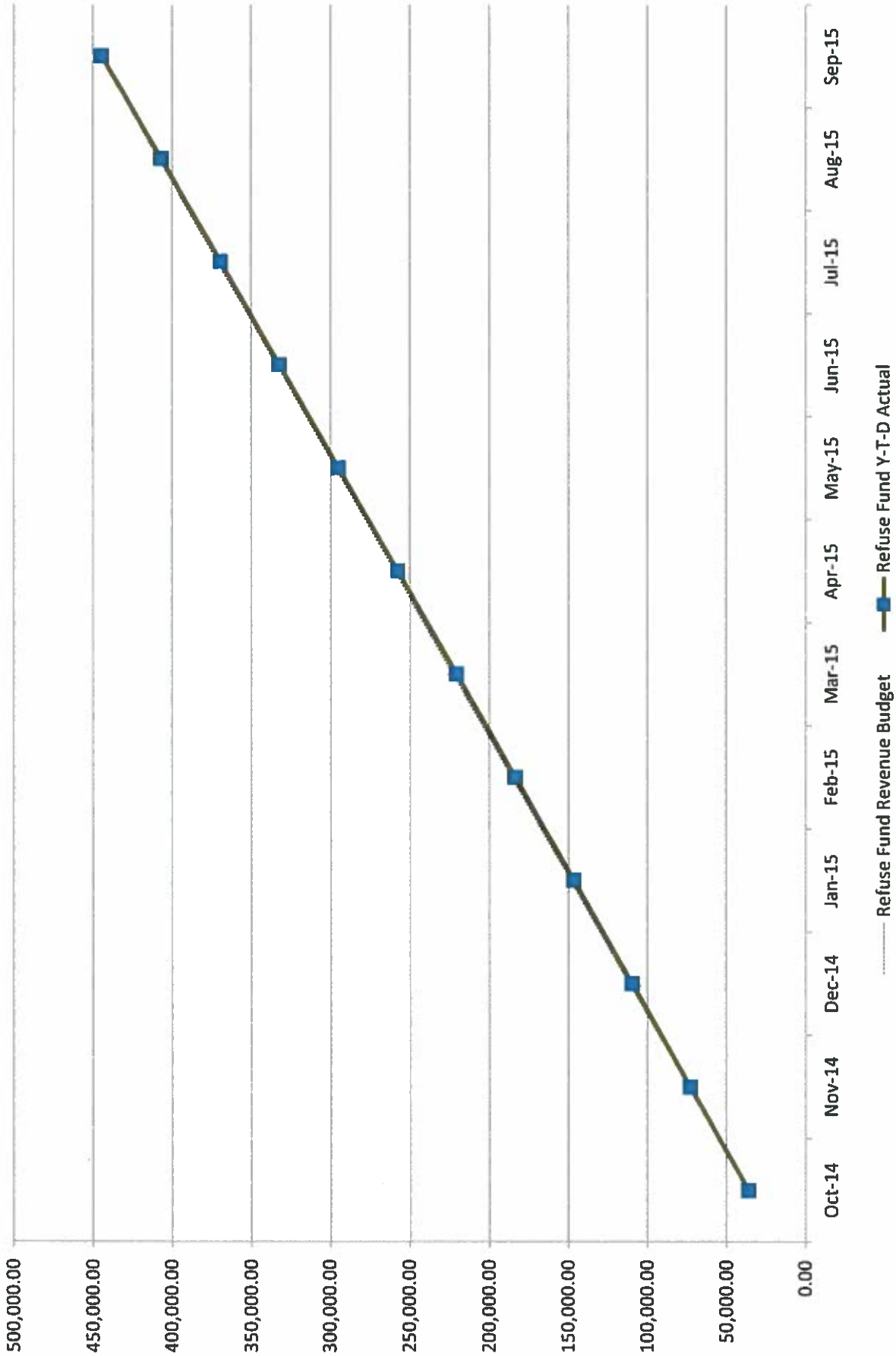
## 715-ELECTRIC FUND

% OF YEAR COMPLETED: 100.00

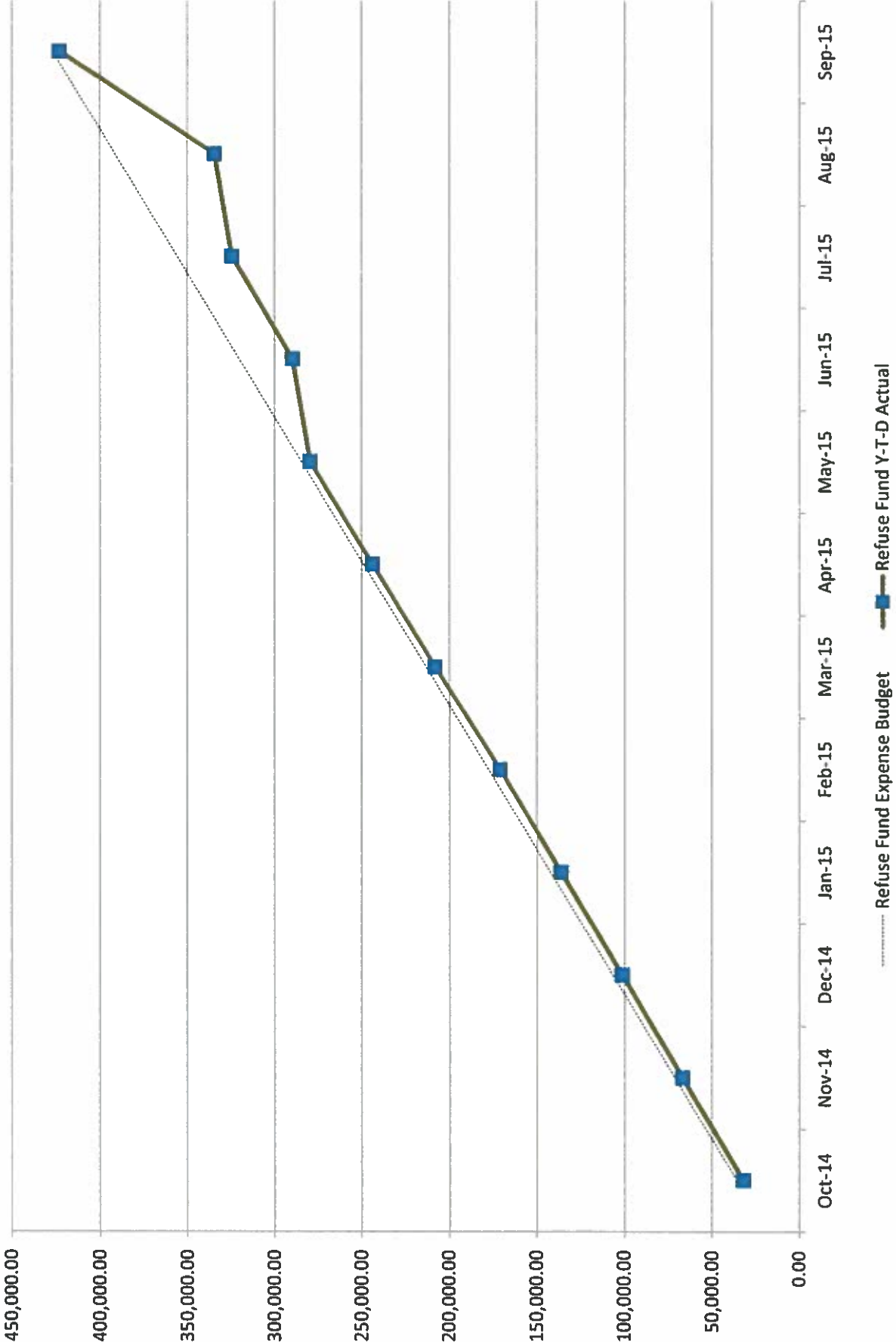
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00--REVENUE						
715.00.5743.000 FEES	5,500	865.00	7,965.00	0.00 (	2,465.00)	144.82
715.00.5744.000 PENALTIES	46,500	8,493.49	57,278.32	0.00 (	10,778.32)	123.18
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
715.00.5751.000 ELECTRICITY SALES	3,387,318	396,522.20	3,452,651.90	0.00 (	65,333.90)	101.93
715.00.5755.000 SURCHARGE	150,000	16,279.94	148,390.34	0.00	1,609.66	98.93
715.00.5757.000 PCA (POWER COST ADJ)	241,000	0.00	160,998.03	0.00	80,001.97	66.80
715.00.5762.000 INTEREST	250	34.27	230.51	0.00	19.49	92.20
715.00.5767.000 OTHER REVENUE	0	10.25	32,409.97	0.00 (	32,409.97)	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	401,635	0.00	0.00	0.00	401,635.00	0.00
TOTAL 00--REVENUE	4,232,203	422,205.15	3,859,924.07	0.00	372,278.93	91.20
TOTAL REVENUE	4,232,203	422,205.15	3,859,924.07	0.00	372,278.93	91.20

# Refuse Fund Revenue Progress

Budget Year 10/2014 thru 9/2015



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



720-REFUSE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

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

00-REVENUE	445,727	37,433.90	444,484.87	0.00	1,242.13	99.72
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TOTAL REVENUES	445,727	37,433.90	444,484.87	0.00	1,242.13	99.72
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EXPENDITURE SUMMARY32-REFUSE DEPT.

PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	345,655	82,203.41	345,527.02	0.00	127.98	99.96
MISCELLANEOUS	75,100	6,258.00	75,099.63	0.00	0.37	100.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	1,200	200.00	2,400.00	0.00 (	1,200.00)	200.00
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	0	0.00	0.00	0.00	0.00	0.00
TOTAL 32-REFUSE DEPT.	426,955	88,661.41	423,026.65	0.00	3,928.35	99.08

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	426,955	88,661.41	423,026.65	0.00	3,928.35	99.08
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REVENUE OVER/(UNDER) EXPENDITURES	18,772 (	51,227.51)	21,458.22	0.00 (	2,686.22)	114.31
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REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2015

## 720-REFUSE FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	7,500	606.43	6,535.05	0.00	964.95	87.13
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	255,192	21,522.29	255,913.15	0.00 (	721.15)	100.28
720.00.5752.000 COMMERCIAL TRASH COLLECT	182,670	15,208.75	181,516.62	0.00	1,153.38	99.37
720.00.5755.000 RECYCLE	140	17.50	208.95	0.00 (	68.95)	149.25
720.00.5762.000 INTEREST EARNED	125	8.93	66.10	0.00	58.90	52.88
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	100	70.00	245.00	0.00 (	145.00)	245.00
720.00.5770.000 HHW	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	445,727	37,433.90	444,484.87	0.00	1,242.13	99.72
TOTAL REVENUE	445,727	37,433.90	444,484.87	0.00	1,242.13	99.72





TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: October 27, 2015

SUBJECT: Consider, discuss and act upon a contract to lease a phone system for City Hall through NEC Financial Services

- City Manager Ben White will discuss this item.
- A contract is attached for review.

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

October 16, 2015

FARMERSVILLE (CITY OF) TX  
 205 SOUTH MAIN  
 FARMERSVILLE, TX 75442

Dear: DAPHNE HAMLIN

NEC Financial Services, LLC is pleased to advise you that your NEC credit application has been approved on the following terms and conditions:

**TERMS AND CONDITIONS**  
**(THIS IS NOT A PURCHASE ORDER)**

<b>Lease Term:</b>	60 months
<b>Monthly Payment:</b>	\$171.91 * (plus tax if applicable)
<b>Advances:</b>	First rental and Last <u>1</u> totaling <u>\$343.82</u> plus tax if applicable
<b>Purchase Option:</b>	FAIR MARKET VALUE
<b>Equipment:</b>	NEC SV9100 PHONE SYSTEM
<b>Credit Approval Expiration:</b>	Sixty (60) days from the date of this letter
<b>Dealer:</b>	NATIONAL TELESYSTEMS, INC.

\* Please Note: NEC has approved your company for an additional 20% above this amount which can be used to expand your new equipment. Feel free to make use of this additional credit facility by contacting your Dealer. However, NEC reserves the right to rescind this facility if there is material adverse change in your financial condition. The Lessee will be responsible for all expenses arising from the Lease such as maintenance, insurance and taxes.

Please send a copy of your **Sales Tax Exemption Certificate, if applicable**, naming NEC Financial Services, LLC as Supplier/Vendor/Lessor and **FARMERSVILLE (CITY OF) TX** as the Purchaser/Exempt Organization for your Lease of:

**Equipment:** NEC SV9100 PHONE SYSTEM  
**Located at:** 205 SOUTH MAIN  
 FARMERSVILLE, TX 75442

If we do not receive a copy of your Sales Tax Certificate, sales tax will be charged.

**Executing Documentation:**

Corporation - Corporate Officer must sign all documentation  
 LLC's - Manager/Member (in accordance with Operating Agreement's management of company)  
 Limited Partnership - General Partner must sign documentation  
 Partnership or General Partnership - Partner must sign documentation

Upon receipt, review and acceptance of all documents by NEC Financial Services, LLC, we will authorize shipment of your equipment.

Lessor shall not be responsible for and reserves the right to correct any errors of omission or commission or typographical or computational errors contained herein. Should you have any questions with regard to the above, please feel free to contact me at 1-800-451-5361 Ext. 339. Thank you for doing business with NEC.

Very truly yours,  
 ANN MARIE BYRNE  
 Contracts Department



NEC FINANCIAL SERVICES, LLC

250 Pehle Avenue, Suite 704, SADDLE BROOK, NJ 07663-5806 • (800) 451-5361 • FAX (800) 451-5360 • www.NECLease.com • info@neclease.com

## Lease Agreement (Page 1 of 2)

LEASE NUMBER: 100-93175

<b>LESSEE (LEGAL NAME AND ADDRESS)</b> FARMERSVILLE (CITY OF) TX 205 SOUTH MAIN FARMERSVILLE, TX 75442 CONTACT: DAPHNE HAMLIN EMAIL: EQUIPMENT: NEC SV9100 PHONE SYSTEM		<b>SUPPLIER INFORMATION</b> NATIONAL TELESYSTEMS, INC. 10525 NEWKIRK ST, SUITE 220 DALLAS, TX 75220 CONTACT: JIM RICHARDSON EMAIL: EQUIPMENT LOCATION: 205 SOUTH MAIN, FARMERSVILLE, TX 75442			
<b>PAYMENT SCHEDULE</b>	<b>LEASE TERM (IN MONTHS)</b> 60	<b>AMOUNT OF EACH PAYMENT "RENTALS"</b> \$171.91	<b>PAYMENT FREQUENCY</b> X MONTHLY OTHER	<b>ADVANCE RENTAL</b> Make Check Payable to NEC Financial Services, LLC First rental and last 1 Rental Totalling \$343.82	<b>PURCHASE OPTION</b> (\$ % FMV SECURITY DEPOSIT) Fair Market Value
	<b>ADDITIONAL PROVISIONS:</b>				

ALL EQUIPMENT IS LEASED FOR COMMERCIAL PURPOSES ONLY AND NOT FOR ANY PERSONAL, HOUSEHOLD OR FAMILY USE. In this agreement the words "We," "Our" and "Us" refer to the Lessor and the words "You" and "Your" refer to the Lessee. You agree to lease the equipment described above and on any schedule to this agreement, together with all accessories, additions, attachments and replacements therefore ("Equipment") and agree to the terms and conditions of this agreement ("Lease"). You agree to pay the Rentals to Us monthly, in advance, in accordance with the payment schedule above. We may adjust Your Rentals by up to 20% if Our acquisition costs are different than the amount We used to calculate the Rentals above; and You authorize Us to correct or insert any missing information on this Lease. Together with the first monthly Rental Payment, You shall pay Us interim rent equal to the product of 1/30th of the monthly Rental Payment multiplied by the number of days between the date We fund this Lease and the due date of the first monthly Rental Payment. You are responsible for delivery and installation of the Equipment. The Lease will begin when the Equipment is delivered and We accept this Lease. You unconditionally accept the Equipment unless You notify Us in writing within 5 days after delivery specifying the reason for Your non-acceptance. We may require You to provide a signed delivery and acceptance certificate to Us. **NO WARRANTY: YOU AGREE TO LEASE THE EQUIPMENT "AS IS" AND THAT WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU WAIVE ANY CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE RELATING TO THE EQUIPMENT. YOU AGREE THAT YOU HAVE SELECTED THE EQUIPMENT USING YOUR BEST JUDGMENT AND NOT BASED ON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU UNDERSTAND AND AGREE THAT NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY AGENT OF THE SUPPLIER IS AUTHORIZED TO CHANGE OR RELEASE ANY TERM OR CONDITION OF THIS LEASE AND NO STATEMENT BY THE SUPPLIER OR ITS AGENTS WILL AFFECT YOUR DUTY TO PERFORM YOUR OBLIGATIONS AS SET FORTH IN THIS LEASE. You agree to continue to pay Rentals to Us regardless of any claims You may have against the manufacturer or supplier. We transfer to You for the term of this Lease any transferable warranties made by the manufacturer or the supplier. ABSOLUTE OBLIGATION: YOUR OBLIGATION TO PAY THE RENTALS AND OTHER SUMS AND ALL YOUR OTHER OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY DEFENSE, ABATEMENT, SETOFF, OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. You agree that the terms and conditions contained herein are the entire agreement regarding the lease of the Equipment. Any change or termination of this Lease must be in writing and signed by Us. You agree that any delay or failure to enforce Our rights under this Lease does not prevent Our later enforcement. All of Our rights and indemnities will survive termination of this Lease. All collateral and Equipment shall secure any and all of Your obligations at any time owed to Us. TITLE, TAXES AND FILINGS: Except with respect to \$1.00 purchase option leases, We are the owner of and have title to the Equipment. To secure Your full payment and performance of all Your obligations due and owing to Us under this Lease or any other agreement or contract made with Us, whether now or hereafter existing, (each an Agreement, collectively, the "Agreements") You grant, transfer, assign to Us a security interest in the Equipment, and all accessories, attachments and accessions affixed to it and all proceeds of the foregoing. You will pay, when due, all taxes, fines and penalties relating to the use or ownership of the Equipment. If any applicable taxes and fees are not included in the scheduled rentals, We may include and invoice You for them and You agree to pay them. If We pay any taxes, fees or penalties for You, You will pay Us on demand the amount We paid plus an administrative fee. You authorize Us to record UCC financing statements to show Our interest in the Equipment. You agree to pay Us a documentation fee of \$100.00 to cover Our expense in processing this Lease and credit application. You must**

## LESSEE

Legal Name  
of Business FARMERSVILLE (CITY OF) TX  
Billing  
Address  
City, State,

Billing Zip Code

Lessee Authorized Signature

Lessee Printed Title  
Signer represents they are authorized to execute this Lease Agreement.

Accepted by NEC FINANCIAL SERVICES, LLC (Lessor)



NEC FINANCIAL SERVICES, LLC

250 Pehle Avenue, Suite 704., Saddle Brook, NJ 07663-5806 • (800) 451-5361 • FAX (800) 451-5360 • www.NECLease.com • info@neclease.com

**Lease Agreement (Page 2 of 2)**

LEASE NUMBER: 100-93175

notify Us in writing of any change in Your name, state of organization, principal place of business or principal residence within 30 days after such change. Upon request Lessee will, with reasonable promptness, provide Lessor with copies of Lessee's current year-end and quarterly financial statements (prepared in accordance with generally accepted accounting principles, consistently applied) in form and content satisfactory to Lessor. **LATE FEES AND COLLECTION CHARGES:** If any Rental or other amount due is not received by Us within five (5) business days of its due date, You agree to pay Us a late charge of the greater of 10% of the amount which is late or \$25.00, but no more than the maximum amount allowable under applicable law. You also agree to pay Us thirty-five dollars (\$35.00) for each returned check. **FAXED AND COPIED DOCUMENTS:** You agree that a copy of this Lease and related documents with facsimile signatures may be treated as originals and be admissible as evidence. **CHOICE OF LAW:** YOU AGREE THAT BECAUSE WE COUNTERSIGN AND ACCEPT THIS LEASE IN NEW JERSEY, IT WILL BE CONSTRUED AND ENFORCED ACCORDING TO THE LAWS OF NEW JERSEY AND CONSENT TO JURISDICTION AND VENUE IN THE STATE OR FEDERAL COURTS OF NEW JERSEY. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY. **EQUIPMENT LOCATION, USE AND REPAIR:** You will keep and use the Equipment only at the location above and agree not to change the location without Our prior written permission. You shall keep the Equipment in good working order and repair (all work performed only by authorized providers) and protect the Equipment and continue to pay Rentals, notwithstanding any loss or, damage destruction or inoperability. We are not responsible for any losses or damages caused by the installation, use or possession of the Equipment, and You agree to hold Us harmless and defend Us against any such claim. At least 60 but not more than 90 days prior to the expiration of the initial or any renewal term of this Lease, You shall notify Us in writing of Your intention to exercise the purchase option above or return the Equipment to Us; and this Lease will automatically renew for successive 60 day periods at the same monthly Rental until You exercise an option or provide Us such notice. If You exercise a Fair Market Value ("FMV") purchase option, You agree to purchase all of the Equipment for its fair market value considering the Equipment is in place and in use. If You elect to return the Equipment to Us, it must be returned to the location We designate in good working order and condition and agree to pay Us a Restocking Fee equal to one additional Rental payment or We will retain the Security Deposit, whichever is greater, to be applied towards storage and warehouse handling fees and to upgrade the Equipment to be made readily available to remarket the Equipment, and You agree to pay all expenses incurred in returning the Equipment. **INSURANCE:** Throughout the term of this Lease, You will maintain, at Your expense, property insurance for full replacement value of the Equipment and public liability insurance covering Us for all personal injury and/or third-party property damage claims relating to the Equipment, each naming Us as loss payee and additional insured. You will provide evidence of such insurance on demand; failing which, We may, at Our option, either buy such insurance for You and add the cost to Your obligations or charge You an administrative fee for administering such insurance. Our purchase of insurance on Your behalf shall not relieve You of any obligations or release You from any claims We may have against You. **DEFAULT:** If You fail to pay any amount when due under or breach any of the terms of this Lease or any other Agreement, You will be in default ("Default") of this Lease, the Agreements and any other agreement You may have with Our affiliates. If You Default, We may require You to do any one or more of the following: (1) immediately pay all past due amounts plus the present value of the remaining unpaid balance of the Lease discounted at 5% per annum, plus the residual value of the Equipment, if any; or (2) return all of the Equipment or allow Us to repossess it. We can use any and all remedies available to Us under the Uniform Commercial Code ("UCC") or any other law. If We take possession of the Equipment, You agree to pay the cost of repossession and agree to pay Us reasonable attorney's fees and costs associated with any enforcement action We may take in the event You Default. Additionally, if You Default, We may, but need not, apply any security deposits to Your unpaid obligations. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. You agree that We may sell, assign or transfer this Lease or Our rights in the Equipment without notice to You and the new owner will have all of Our rights and benefits and will not be subject to any claim, defense or setoff that You may have against Us. **NOTICE:** If You or We are required to notify the other of any matter, the notice must be sent by certified first class mail, or by a courier service, to the address above. The address for notices may be changed by notice given in like manner. Notices sent by courier will be considered effective when received. Notices sent by first class mail will be effective on the third business day after deposit in the U.S. Mail. **ARTICLE 2A RIGHTS AND REMEDIES:** You agree that this Lease is a non-cancellable finance lease as defined in Article 2A of the UCC. You hereby waive any and all rights and remedies granted to You by sections 12A:2A-508 through 12A:2A-522 of the UCC. **ELECTRONIC RECORDS AND SIGNATURE:** It is agreed by You and Us that, notwithstanding the use herein of the words "writing," "execution," "signed," "signature," or other words of similar import, You and We intend that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case might be) to the extent and as provided for in any applicable law including the Federal Electronic Signatures in Global and National Commerce Act, the New Jersey State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. **ELECTRONIC EXECUTION:** This Lease may be executed electronically through an electronic acceptance and acknowledgement in an electronic workspace designed for that purpose, which acceptance and acknowledgement shall have the same legal effect, validity and enforceability as signature affixed by hand.

**LESSEE**Legal Name  
of BusinessFARMERSVILLE (CITY OF) TX

Lessee Authorized Signature

Lessee Printed Title

Signer represents they are authorized to execute this Lease Agreement.

Accepted by NEC FINANCIAL SERVICES, LLC (Lessor)



NEC Financial Services  
250 Pehle Avenue, Suite 704  
Saddle Brook, NJ 07663-5806  
Phone: 800-451-5361 Fax: 800-451-5360  
www.neclease.com

## Invoice

October 16, 2015

### BILL TO

FARMERSVILLE (CITY OF) TX  
205 SOUTH MAIN  
FARMERSVILLE, TX 75442

### LEASE NUMBER

100-93175

### EQUIPMENT DESCRIPTION

NEC SV9100 PHONE SYSTEM

### AMOUNT DUE

Advance Rental(s): \$ 372.19 including tax (Rate: 8.250%)

**TOTAL DUE: \$ 372.19**

### REMITTANCE INFORMATION

NEC Financial Services, LLC  
Attention: ANN MARIE BYRNE  
250 Pehle Avenue, Suite 704  
Saddle Brook, New Jersey 07663-5806

Please remit the Total Due on this invoice or include the check with your executed documents.  
Please note your **LEASE NUMBER** on your check!

For future billing, please indicate the appropriate "Bill To" address, if different from the above:

Attention:





TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: October 27, 2015

SUBJECT: Consider, discuss and act upon contracting with Collin County Elections to perform future elections

- Farmersville is the last City in Collin County that has performed elections internally
- A cost estimate from Farmersville ISD's most recent election is attached depicting all charges.
- The cost will depend on the number of entities included at each election, but I have been told the cost should not exceed \$4,000 for any City election

**ACTION: Approve or disapprove a future contract with Collin County Elections.**

**ACTUAL****COSTS FOR FARMERSVILLE ISD****May 9, 2015****Exhibit "C"****SUPPLY COST**

Number of Early Voting Locations		1		
Number of Election Day Locations		1		
			<b>Units</b>	<b>Cost FISC/CC</b>
Early Voting Mail Ballots	\$1.20	each	5	\$6.00
Early voting and election day kits	\$25.00	each	2	\$50.00
Central Counting kit and supplies	\$50.00	each	1	\$50.00
County Precinct Maps	\$12.00	each	2	\$24.00
Printer Labels	\$5.27	each	2	\$10.54
Total				\$140.54
Number of Entities Sharing Costs				2
SubTotal				\$70.27
Grand Total		\$70.27		

**EQUIPMENT RENTAL COST**

Number of Early Voting Locations		1		
Number of Election Day Locations		1		
			<b>Units</b>	<b>Cost FISC/CC</b>
Voting Machines (7's)	\$150.00	each	4	\$600.00
Voting Machines (6's)	\$200.00	each	2	\$400.00
Transfer Cases	\$5.00	each	2	\$10.00
Metal Signs	\$1.00	each	4	\$4.00
Wood Signs	\$2.00	each	2	\$4.00
EV Security Cabinets	\$200.00	each	1	\$200.00
EV Computer Cabinet	\$50.00	each	1	\$50.00
Computer	\$300.00	each	2	\$600.00
ED Security Cabinets	\$200.00	each	1	\$200.00
EV/ED Cabinet Drayage	\$120.00	each	2	\$240.00
Total				\$2,308.00
Number of Entities Sharing Costs				2
SubTotal				\$1,154.00
Grand Total		\$1,154.00		



## EARLY VOTING

Number of Early Voting Locations 1  
Workers each location 3

			Units	Cost FUSD/CC
Mailed Ballot Kits	\$1.00	each	5	\$5.00
Postage for Ballots	\$0.88	each	5	\$4.40
Assemble EV Location	\$50.00	each	1	\$50.00
Total Judge Hours	\$12.00	hour	66.25	\$795.00
Overtime Judge Hours	\$18.00	hour	7	\$126.00
Total Alt. Judge & Clerk Hours	\$10.00	hour	132.5	\$1,325.00
Overtime Alt. Judge & Clerk Hours	\$15.00	hour	14	\$210.00
Pickup & Delivery of Supplies	\$25.00	each	1	\$25.00

Total \$2,540.40  
Number of Entities Sharing Costs 2

SubTotal \$1,270.20

Grand Total \$1,270.20

## ELECTION DAY

Number of Election Day Locations 1  
Workers each location 3

			Units	Cost FUSDCC
Total Judge Hours	\$12.00	hour	14	\$168.00
Total Alt. Judge & Clerk Hours	\$10.00	hour	27.5	\$275.00
Pickup & Delivery of Supplies	\$25.00	each	1	\$25.00

Total \$468.00  
Number of Entities Sharing Costs 2

SubTotal \$234.00

Grand Total \$234.00

## ADMINISTRATIVE EXPENSES

Number of Early Voting Locations 1  
Number of Election Day Locations 1

			Units	Cost FUSD/CC
Process Pollworker Checks	\$1.50	each	4	\$6.00
Process Election Judge Notices	\$1.50	each	4	\$6.00

Total \$12.00  
Number of Entities Sharing Costs 2  
SubTotal \$6.00

<b>Grand Total</b>	<b>\$6.00</b>
<b>TABULATION</b>	
Tabulation Network	\$4,000.00
Election Night Vendor Support	\$1,800.00
Notice of Inspection/Tabulation Test	\$2,067.00
 Total	 \$7,867.00
Number of Entities	22
 Total	 \$357.59

## **PROGRAMMING - Farmersville ISD - \$416.42**

### **CENTRALIZED COSTS**

Early Voting Ballot Board	\$949.60
Cost for Central Count	
Workers	\$528.60
FICA on Election Workers	\$537.65
Assemble EV Location	\$50.00
Early Voting Machines in McKinney (6)	\$1,100.00
Early Voting Computer in McKinney	\$300.00
Early Voting Personnel in McKinney	\$3,982.75
Warehouse Gas Mileage	\$884.35
County Overtime and Temporaries	\$25,084.87
FICA for County Employees	\$728.60
 Total	 \$34,146.42

**Full Service Jurisdictions - 20 Entities; 470,039 voters**

City of McKinney - 82,568	6.6% of Total = \$2,254.00
McKinney ISD - 68,230	5.4% of Total = \$1,844.00
City of Allen - 52,414	4.2% of Total = \$1,434.77
Allen ISD - 51,938	4.2% of Total = \$1,434.77
City of Plano - 148,709	12% of Total = \$4,098.00
Plano ISD - 190,713	15.4% of Total = \$5,259.00
City of Celina - 3,863	.3% of Total = \$102.44
Celina ISD - 5,619	.5% of Total = \$170.73
City of Frisco - 45,468	3.7% of Total = \$1,263.42
Frisco ISD - 72,223	5.8% of Total = \$1,981.00
City of Lowry Crossing - 1,154	.09% of Total = \$30.73
City of Anna - 4,920	.4% of Total = \$136.59
City of Fairview - 6,498	.5% of Total = \$170.73
City of Lucas - 4,222	.3% of Total = \$102.44
City of Melissa - 3,811	.3% of Total = \$102.44
City of Parker - 2,860	.2% of Total = \$68.29
City of Prosper - 8,233	.7% of Total = \$239.02
Prosper ISD - 14,477	1.1% of Total = \$375.61
Collin College - 470,039	38% of Total = \$12,976.00
Farmersville ISD - 4,233	.3% of Total = \$102.44

**SUMMARY OF COSTS FOR FARMERSVILLE  
ISD**

<b>SUPPLY COST</b>	<b>\$70.27</b>
<b>EQUIPMENT RENTAL COST</b>	<b>\$1,154.00</b>
<b>EARLY VOTING</b>	<b>\$1,270.20</b>
<b>ELECTION DAY</b>	<b>\$234.00</b>
<b>ADMINISTRATIVE EXPENSES</b>	<b>\$6.00</b>
<b>PROGRAMMING COSTS</b>	<b>\$416.42</b>
<b>TABULATION COSTS</b>	<b>\$357.59</b>
<b>CENTRALIZED COSTS</b>	<b>\$102.44</b>
<b>Total</b>	<b>\$3,610.92</b>
<b>10% Administrative Fee</b>	<b>\$361.09</b>
<b>Grand Total</b>	<b>\$3,972.01</b>
<b>Less Check #70513</b>	<b>\$3,294.75</b>
<b>Balance Due County</b>	<b>\$677.26</b>
<b>Less Check #71154</b>	<b>\$677.26</b>
<b>Balance Due</b>	<b>\$0.00</b>



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: October 27, 2015

SUBJECT: Consider, discuss and act upon mowing in rights-of-way within the City

- City Manager Ben White will discuss this item.
- An example from the City of Anna is attached for review.

**ACTION: Offer direction to staff.**

- (a) A Permit shall be required to construct a Driveway or to reconstruct, alter, or repair any Driveway approach or other related improvement located within a Public Right-Of-Way.
- (b) Application for such Permit shall be made by the owner of the adjacent property, who shall represent all parties in interest.
- (c) The Permit application shall be in writing on a form provided by the City and shall include a site plan showing in sufficient detail the nature of the work proposed in the application including location, width, and related dimension of the proposed Driveway and related improvements.
- (d) The construction, alteration, or repair of a Driveway shall conform to the applicable Construction standards and other related development regulations adopted by the City. The Director may apply other design and Construction criteria as deemed necessary.
- (e) The applicant shall furnish all materials necessary for the Construction of the Driveway and appurtenances authorized by a Permit issued under this section. All materials shall be of satisfactory quality, and shall be subject to inspection and approval of the City.

#### **15.03 Other Private Improvements in Public Rights-Of-Way**

- (a) A Permit is required to construct or make private improvements in the Public Right-Of-Way for the benefit of the adjacent property. A Permit shall only be issued where such private improvements are specifically authorized by the laws and regulations of the City.
- (b) Permits under this section may be issued and are required for the following private improvements within a Public Right-Of-Way:
  - (1) To plant or replace landscaping that has been authorized to be placed within the Public Right-Of-Way.
  - (2) To install or replace outdoor irrigation systems.
- (c) Permits are not required to plant or replace turf grass, or to repair an outdoor irrigation system located within a Public Right-Of-Way.
- (d) Application for such Permit shall be made by the owner of the adjacent property, who shall represent all parties in interest. The Permit application shall be in writing on a form provided by the City and shall include a site plan showing in sufficient detail the nature of the work proposed in the application including location, width, and related dimension of the proposed improvements.
- (e) The following private improvements are prohibited in Public Rights-Of-Way.
  - (1) Planting any tree, shrub or other plant, except for turf grass and other plants authorized by a landscape plan approved by the City.
  - (2) Any other private improvement not specifically authorized by the laws and regulations of the City.

#### **15.04 Maintenance and Repair**

- (a) The owner of the adjacent property shall be responsible for the perpetual maintenance and repair of Driveways and other private improvements constructed in the Public Right-Of-Way for the benefit of the adjacent property.

- (b) If the City determines that the failure of an adjacent property owner to properly repair or maintain a Driveway or other private improvement within a Public Right-Of-Way constitutes a safety hazard to the public, the City may undertake repairs and Restoration efforts, after notice has been provided to the adjacent property owner, to the extent reasonable under the circumstances. Upon receipt of an invoice from the City, the owner of the adjacent property shall promptly reimburse the City for the costs incurred by the City within 30 calendar days from the date of the City invoice. If payment is not received within the 30 calendar days, the City may file a lien against the adjacent property as outlined in Part II, Article 8, Section 1.10(e) of Anna Code, or take any other action allowed in law or in equity.

**15.05** The requirements in Section Restoration of Property, and Exhibit A, Standard Specifications and Details for Restoration within Public Rights-Of-Way, apply to all work performed in connection with a Permit authorized by Section 15, and any other work related to improvements constructed in the Public Right-Of-Way.

*(Ord. No. 536-2011, adopted 01/25/11)*

**Article 51. Reserved**

**Article 52. Reserved**

**Article 53. Reserved**

**Article 54. Reserved**

**Article 55. Reserved**

**Article 56. Reserved**

**Article 57. TAXATION**

#### **Section 1. Goods in Transit**

Goods-in-transit, as defined under Texas Tax Code § 11.253(a)(2), as amended by Senate Bill 1, enacted by the 82nd Texas Legislature in its First Called Session, shall remain subject to taxation by the City of Anna, Texas.

*(Ord. No. 560-2011, adopted 10/11/2011)*

**Article 58. Reserved**

**Article 59. TRAFFIC AND PARKING**

#### **Section 1. General Regulations**

##### **1.01 Adoption of State Uniform Act Regulation Traffic on Highways**

For the purpose of regulating traffic on the streets, alleys, and thoroughfares of the City of Anna, there is hereby adopted the State Uniform Act Regulating Traffic on Highways, codified as Article 6701d, Vernon's Annotated Civil Statutes, and all other state motor vehicle laws, which act and laws, together with the provisions contained in this section, shall be controlling in the regulation of traffic in the City. A violation of said act or any state motor vehicle law for which the municipal court has jurisdiction shall constitute and be punishable as a violation of



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 27, 2015

SUBJECT: Consider, discuss and act regarding amending the Code of Ordinances to allow a flea market use in the highway commercial and other zoning areas

- City Manager Ben White will discuss this topic.

**ACTION: Offer direction to staff.**

## **Definitions in the City of Farmersville's Code of Ordinances:**

*Farmer's market* means the retail sale of farm produce by individual vendors within a covered lease space, for the primary purpose of selling fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, and honey. Sale of any type of meat, fish, or poultry, eggs, refrigerated dairy products, and home canned or packaged items shall be prohibited.

*Flea market* means a site where space inside or outside a building is rented to vendors on a short-term basis for the sale of merchandise. The principal sales shall include new and used household goods, personal effects, tools, art work, small household appliances, and similar merchandise, objects or equipment in small quantities. The term "flea market" shall not be deemed to include wholesale sale establishments or rental services establishments.



## Sec. 77-100. - Retail and related service uses.

Legend for Interpreting Schedule of Use	
•	Designates use permitted in district indicated.
	Designates use prohibited in district indicated.
S	Designates use may be approved as specific use permit, <u>section 77-138</u> .
[Number ( ) occurring after type of use refers to <u>section 77-135</u> Definitions and explanatory notes. (General definitions are in <u>section 77-135</u> .)	

Type of Use	A	SF-1	SF-2	SF-3	2F	MF-1	MF-2	P	O	NS	GR	C	HC	CA	I-1	I-2	PD
Antique shop (4)										•	•	•	•	•	•	•	•
Art supply store										•	•	•	•	•	•	•	•
Bakery or confectionery shop (retail) (17)											•	•	•	•	•	•	•
Bank or saving and loan office (16)									S		•	•	•	•	•	•	•
Barber or beauty shop									S	•	•	•	•	•	•	•	•
Book or stationery shop									S	•	•	•	•	•	•	•	•
Camera shop									S	•	•	•	•	•	•	•	•
Cleaning shop or laundry (limited area) (31)										•	•	•	•	•	•	•	•
Cleaning laundromat (30)										•	•	•	•	•	•	•	•
Clinic, medical or dental (33)									•	•	•	•	•	•	•	•	•
Custom personal service shop (41)									S	•	•	•	•	•	•	•	•
Department store or discount store											•	•	•	•	•	•	•
Drive-in or drive-through service*									P	P	P	P	P		P	P	P

	A	SF.1	SF.2	SF.3	ZF	MF.1	MF.2	P	O	NS	GR	C	HC	CA	I.1	I.2	PD
Drug store or pharmacy									S	.	.	.	.	.	.	.	.
Farmers market (open air) (50)													S				
Florist shop (54)									S	.	.	.	.	.	.	.	.
Food store (55)										.	.	.	.	.	.	.	.
Furniture or appliance store (57)											.	.	.	.	.	.	.
Garden shop and plant sales (58)											.	.	.	.	.	.	.
Handcraft and art objects sales										.	.	.	.	.	.	.	.
Hardware store or hobby shop										.	.	.	.	.	.	.	.
Key shop										.	.	.	.	.	.	.	.
Laboratory, medical or dental									S	.	.	.	.	.	.	.	.
Medical appliances, fitting, sales or rental									S	.	.	.	.	.	.	.	.
Mortuary (84)									S	.	.	.	.	.	.	.	.
Offices, general business or professional (91)									.	.	.	.	.	.	.	.	.
Office showroom/warehouse or sales facilities (90)											.	.	S	.	.	.	.
Optical shop or laboratory									S		.	.	.	.	.	.	.
Pawn shop (100)											.	.			.	.	.
Pet shop, small animals, birds, and fish (101)											.	.	.	.	.	.	.
Private club (106)											.	.	.	.	.	.	.
Repair of appliances, TV., radio and similar equipment											.	.	.	.	.	.	.

Restaurant or cafeteria (not drive-in type) (117)								S	S	.	.	.	.	.	.	.
Restaurant or eating establishment (drive-in service) (118)										.	.	.	.	.	.	.
Retail shop, apparel, gift accessory and similarities (120)										.	.	.	.	.	.	.
Sexually oriented establishment (129)														S		
Studio decorator and display of art objects								.		.	.	.	.	.	.	.
Studio health reducing or similar service								.		.	.	.	.	.	.	.
Studio, photographer, artist, music, drama, or dance (135)								.	S	.	.	.	.	.	.	.
Tool rental (147)										.	.	.	.	.	.	.
Trailer or RV sales or display (152)											.	S		.	.	.
Variety store or other retail outlet store										.	.	.	.	.	.	.
Veterinarian office only (no animal hospital) (159)								.		.	.	.	S	.	.	.

\* In all districts, at the time any building or structure is erected or altered, stacking spaces shall be provided in the number and manner set forth in the following list of property uses.

- a. Automated Teller Machine (ATM)  
Three stacking spaces per ATM lane.
- b. Automobile oil change and similar establishments  
Three stacking spaces per bay.
- c. Car wash, full service  
Three stacking spaces per bay.
- d. Car wash. Self service (automated)  
Three stacking spaces per bay.
- e. Car wash, self service (open bay)  
Two stacking spaces per bay.

- f. Car wash, self service (drying areas and vacuum islands)  
Two stacking spaces per drying area and/or vacuum island.
- g. Child-care, kindergartens, day schools, and similar child training and care establishments  
One stacking space per 20 students provided on a through "circular" drive.
- h. Dry cleaning, Pharmacy, or other retail establishments with a drive-through  
Three stacking spaces per lane from the first service window, order board, or other stopping point.
- i. Financial institution  
Three stacking spaces per window or service lane.
- j. Restaurant with drive-through  
Three stacking spaces per lane from closest of the first service window, order board, or other stopping point.

In addition, one single stacking space shall be provided after the final window, order board, or stopping point to allow vehicles to pull clear of the transaction area prior to entering an intersecting on-site driveway or maneuvering aisle. Furthermore, all outdoor communication systems used in conjunction with any drive-in or drive-through service shall be located a minimum of 200 feet from any residential zoning district unless:

- (a) The building is located between the speaker box and adjacent residentially zoned property, or
- (b) The drive-in or drive-through service and related outdoor communication systems are separated from the residential area by an existing or future major thoroughfare identified on the city's thoroughfare plan.

(Comp. Ord. of 3-11-2008; Ord. No. O-2012-0327-002, § 4, 3-27-2012)



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 27, 2015

SUBJECT: Consider, discuss and act upon the resignation of Bettye Petree from the Parks and Recreation Board

- A resignation email is attached for review.

**ACTION: Accept the resignation as presented.**

## Edie Sims

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**From:** Christi Dowdy  
**Sent:** Tuesday, October 20, 2015 2:36 PM  
**To:** Edie Sims  
**Subject:** FW: Parks Board Agenda  
**Attachments:** AVG Certification.txt

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**From:** Bettye Petree [mailto:bettyep2889@yahoo.com]  
**Sent:** Tuesday, October 20, 2015 1:25 PM  
**To:** Christi Dowdy  
**Subject:** Re: Parks Board Agenda

I will not be able to be on this board. I find that my commitments to several friends I help with cancer, my job and our ministry are excellerating at a pace I did not anticipate.  
Please accept my apology for this and strike my name from this P/R committee.  
If you need a letter to this, please just let me know.  
thanks  
Bettye Petree

On Monday, October 12, 2015 9:44 AM, Christi Dowdy <[c.dowdy@farmersvilletx.com](mailto:c.dowdy@farmersvilletx.com)> wrote:

Good Morning,

Attached is the agenda for our meeting on October 20<sup>th</sup> at 6 p.m. If you have a scheduling conflict, please let me know as soon as possible.

Thanks,  
Christi

Christi Dowdy  
Farmersville Municipal Court  
205 South Main Street  
Farmersville, TX 75442  
972.782.8848  
[www.farmersvilletx.com](http://www.farmersvilletx.com)



TO: Mayor and Councilmembers  
FROM: City Manager Ben White  
DATE: October 27, 2015  
SUBJECT: Consider, discuss and act upon fulfilling the vacancy on the Parks and Recreation Board

- A list of existing board members and applications for the Parks & Recreation Board is attached for review.

**ACTION: Appoint person to fill vacancy.**

## PARKS AND RECREATION BOARD

Term: Three years – Two Terms Max

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

Name
Autumn Barton 1 <sup>st</sup> Term Began 5/13 – Term ends 5/16
Glenn Bagwell 2 <sup>nd</sup> Term Began 5/15 – Term ends 5/18
Suzie Grusendorf 1 <sup>st</sup> Term Began 5/15 – Term ends 5/18
Charles Casada 1 <sup>st</sup> Term Began 5/14 – Term ends 5/17
Todd Rolen 1 <sup>st</sup> Term Began 5/13 – Term ends 5/16
Bettye Petree <b>(Resigned)</b> 1 <sup>st</sup> Term Began 5/15 – Term ends 5/18

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

COUNCIL LIAISON: **Jim Foy**

STAFF: Christi Dowdy

Candidate	Choice Selected
Kim Potter (lives in City)	3 <sup>rd</sup> choice





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 27, 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	Oct-15	Activity left to complete: decomposed granite stabilization, punch list items for completion.  Complete activity: Bollards, kiosks, drainage, crossings, Onion Shed parking lot, benches, trash cans, decomposed granite, bridge, crack sealing, railing, sign backing, sign blades.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 27, 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
<b>Street Projects</b>						
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	101,625	Complete	Mar-15	Sep-15
11	Sid Nelson Overlay (South Washington to Hamilton)	240,963	59,748	Complete	Aug-15	Oct-15
12	Hamilton Street (380 to Farmersville Parkway)	1,384,000	22,209	Engineering	Nov-15	Apr-16
13	Santa Fe Reconstruct (Johnson to Main)	92,001	35,813	Complete	Mar-15	Sep-15
14	Locust Street Overlay	207,510	274	Complete	Aug-15	Sep-15
15	Street Signs and Installation	95,000	2,048	Ready for Construction	Dec-14	Dec-15
Street Projects Total		3,326,105	1,382,939	1,943,166		
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
<b>Water Projects</b>						
16	North ET/North Main Street	689,310	741,732	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	129,561	Construction	Jul-15	Oct-15
20	Automated Meter Reading System	520,000	412,091	Construction	Mar-13	Dec-15
21	Bob Tedford Drive	94,699	95,016	Complete	Nov-14	Mar-15
22	S Washington/Sante Fe	150,000	135,970	Complete	Jun-15	Aug-15
23	CR 608/CR 609					
<b>Wastewater Projects</b>						
24	S Main & Abbey – Gravity Main	18,750		Construction	Oct-15	Dec-15
25	Hwy 78 & Maple St – Gravity Main	18,750		Construction	Oct-15	Dec-15
26	Hwy 78 & CR 611 – Gravity Main	18,750		Construction	Oct-15	Dec-15
27	Floyd St – Lift Station	75,000		Engineering	Aug-15	Feb-16
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					
31	Hwy 380 (AFI to Floyd St) – Lift Station & Force Main	550,000		Engineering	Oct-15	Feb-16
32	Locust – Gravity Main					
Water and Wastewater Projects Total		2,363,101	1,572,212	790,890		
Water and Wastewater Projects GO Bond		2,400,000				



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: October 27, 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: December 2015
3. 380 Roadway, East Bound: Complete.
  - a. East Bound Off-Ramp (Southwest Ramp), Complete
  - b. East Bound On-Ramp (Southeast Ramp), Complete
4. 380 Roadway, West Bound: Complete
  - a. West Bound Off-Ramp (Northeast Ramp), Complete
  - 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
7. Walnut Street Crossing: December 2015
8. Main/Summit Street Crossing
  - a. Passing track: Complete
  - b. Main track: December 2015